



THE AGENCY
FOR CO-OPERATIVE
HOUSING

L'AGENCE
DES COOPÉRATIVES
D'HABITATION

Request for Proposal Information System Maintenance & Development

Procurement No: 22-031

Une version française de l'Appel d'offre sera disponible sur demande. Les soumissionnaires peuvent présenter leurs propositions dans l'une ou l'autre des langues officielles.

The Agency for Co-operative Housing is requesting Proposals from web application development firms for services related to the maintenance and development of its web-based information system and benchmarking website.

CLOSING DATE: Proposals must be received **no later** than 5:00 p.m. ET on **15 September 2022**.

Bidders are asked to submit questions about this RFP no later than **29 August 2022**. The Agency will share all questions received and the answers provided with all Bidders.

Bidders are asked to submit an Expression of Interest by **22 August 2022**. The Agency reserves the right to conduct a bidder pre-qualification process following the receipt of expressions of interest.

1 Introduction

The Agency for Co-operative Housing is a non-governmental, not-for-profit organization created to provide program-management services to Canada Mortgage and Housing Corporation (CMHC) and other government clients. Under a service agreement with CMHC, the Agency administers agreements entered between CMHC and housing co-operatives in Prince Edward Island, Ontario, Alberta and British Columbia and rent supplement programs in PEI and Ontario.

Further information on the Agency is available at www.agency.coop.

2 Purpose of this Request for Proposals (RFP)

The Agency wishes to identify a web application development firm that can support its in-house staff in the maintenance and further development of its web-based information system and benchmarking website.

In-house information system development resources are located for the most part at the Agency's Ottawa offices (or working remotely in the Ottawa area) and include the Agency's Lead, System Design and Data Management, Database Administrator, two Business Application Analysts, Software Quality Assurance Officer, and Specialist, Quality Assurance.

Start Date and Duration of Service

The Agency will enter into a three-year agreement with the successful Bidder, renewable at the Agency's sole discretion for a further two-year period, provided the services performed during the first period are to the Agency's satisfaction. An agreement start date of **01 January 2023** is anticipated.

3 Background

The Co-operative Housing Agency Information System (CHAIS) is written in VBScript and VB.Net, with a small amount of Javascript and a number of SQL database stored procedures. Initial modules were developed on a (classic) ASP platform; newer modules use the .Net framework. The system uses a Microsoft SQL Server database server. The production system is hosted on two dedicated Windows Server 2012 virtual servers – a database server running SQL Server 2014 and a web server running IIS V8.5.

All users of the Agency's information system are required to log in. The system uses https connections.

All of the web pages available through the system to users other than Agency staff are available in English and French versions. The pages accessed by internal users provide for English and French versions, but French has not been implemented for all pages. The Agency will provide translation services for user-interface elements of the information system as required.

The principal CHAIS modules are

1. Base Information – display and update of basic information on client co-operatives and their agreements with CMHC, as well as status and contact information;
2. Annual Information Returns – display, entry and validation of annual financial statements and supporting information submitted by client;
3. Risk Assessment – assignment of risk ratings to client co-operatives based on their financial, physical and other conditions;
4. Compliance – assessment of compliance of client co-operatives with the terms of their agreements with government;

5. Property Inspections – scheduling, display, entry, and approval of periodic physical inspections of client properties;
6. Events and Notes – entry and display of information concerning interactions of Agency staff with clients and client reporting milestones, and automated scheduling of future activities (e.g., client fiscal year ends and reporting deadlines). This module provides the basis for much of the Agency’s performance reporting;
7. Information Services – generation of portfolio and performance reports for CMHC, internal performance reports, and comparative reports showing each co-operative’s performance against that of its peers;
8. Workouts – entry and display of information concerning clients who have entered into financial workout agreements with CMHC, including reporting obligations;
9. Monitoring Reports – entry and submission of monthly or quarterly financial monitoring reports for selected clients, with review by the Agency;
10. Budgets – entry and submission of annual budgets by certain clients, with review by the Agency and approval by CMHC;
11. Financial Statement Reviews – comparison of client annual financial results against approved budgets by the Agency and provision of recommendations to CMHC concerning workout loan repayments
12. Rent Supplement Administration – entry and submission of annual rent supplement claims by clients, with review by the client’s auditor and the Agency
13. Rental Assistance Administration – entry and submission of annual rental assistance claims, self-assistance surveys, and action plans by clients, with review by the client’s auditor and the Agency
14. Classes of users entering information in CHAIS are
15. Agency staff – maintaining base information, reviewing and approving annual information returns, assigning risk ratings, assessing compliance, managing inspections, reviewing budgets, monitoring reports and annual financial statements, reporting on activities and communications;
16. auditors – completing and filing annual information returns for their client co-operatives, verifying that client-submitted rent supplement claims are in agreement with audited financial statements;
17. building inspectors – completing and submitting detailed inspection reports;

18. client co-operatives – completing and submitting questionnaires in advance of property inspections, monthly or quarterly monitoring reports, and annual rent supplement claims.
19. Classes of users who have read access to certain information from CHAIS are
20. client co-operatives;
21. property-management firms working for client co-operatives;
22. federations of housing co-operatives;
23. CMHC.

The HomeRun benchmarking website provides a self-service tool for housing co-operatives to compare their performance to that of their peers, where the peer group can be customized or selected from a pre-defined list. HomeRun also provides a repository of housing best practices curated by the Agency, consisting of text, images, and videos. HomeRun resides on the same web server as CHAIS, is written in VB.Net and uses data from CHAIS as well as its own SQL Server database. The HomeRun system consists of approximately 20,000 lines of VB.Net and Javascript code (line count figures exclude comments and blank lines).

4 Services to be Provided

The goal of this RFP is to select a web development firm that will become familiar with the Agency's information systems and can provide ongoing support to the maintenance and enhancement of the existing system and the development of new functionality.

The selected Bidder will assign individuals from its staff to fill the following development team roles:

ROLE	PROJECTED FULL-TIME EQUIVALENTS IN 2023 (1 FTE = 1700 HOURS)
Project Manager	0.25
System Architect	0.75
Senior SW Developer	2.0
Intermediate SW Developer	2.0
Quality Assurance Officer	0.25
Assistant Database Administrator	0.5
CHAIS Technical Support Officer	0.1

A description of the expected responsibilities of each role is attached to this RFP as Appendix A.

The selected firm will, upon execution of an agreement with the Agency,

- appoint a system architect who will be primarily responsible for the technical aspects of the firm’s work for the Agency and a project manager who will be primarily responsible for the scheduling and budget-control aspects of the firm’s work for the Agency;
- have the system architect become familiar with the existing CHAIS and HomeRun systems. In addition to time spent by the system architect’s off site

reviewing the system, this familiarization will include between 10 and 15 days spent in the offices of the Agency's current contract software developer or the Agency's Ottawa office, reviewing

- business requirements and objectives of the systems
 - major system modules
 - Agency security requirements
 - Agency standards relating to the consistent look and feel of the systems
 - the Agency's testing and version-control systems
 - the Agency's change and maintenance request tracking systems
 - the Agency's standards for making changes to the structure of existing database tables, and for conversion scripts that modify existing database content
 - developer reporting requirements related to testing implications, any potential impact on other parts of the system, and volume of work performed.
- have the project manager become familiar with the Agency's project management framework for system-development projects
 - set up system and test databases on the developers' computers, using development platforms such as Microsoft Visual Studio and SQL Server Management Studio Express;

After the initial familiarization period, the selected Bidder will

- provide training on the system to the Bidder's intermediate software developers who will be working on the system;
- provide the system architect's services as a consultant to the Agency on potential or proposed changes to the system, attending as required at the Agency's Ottawa offices;
- deal in a timely fashion with specific maintenance requests (fixes or modifications to existing functionality), respecting the priorities and deadlines established by the Agency, including acceptance or negotiation of estimated developer time requirements, identification of any issues requiring further clarification by the Agency, programming, developer testing, and uploading of changed files to the Agency's version control system for Agency testing and acceptance;
- deal in a timely fashion with specific change requests (new functionality) as assigned by the Agency, respecting the priorities and deadlines established

by the Agency, including review of the specifications provided by the Agency, identification of any issues requiring further clarification by the Agency, documentation of any changes or elaboration of the specs, acceptance or negotiation of estimated developer time requirements, programming, developer testing, and uploading of changed files to the Agency's version control system for Agency testing and acceptance;

- for major system development projects desired by the Agency, create and maintain a project charter using the IS project charter template attached to this RFP, consult with the Agency's designated business subject matter expert to understand the business requirements for the project, propose a technical design and generate user interface prototypes for review and approval by the Agency, provide project budget and schedule estimates for the Agency's approval, assign its development resources effectively to the implementation of the project, identify and propose solutions to risks and obstacles to the achievement of the approved budget and schedule, and identify any project scope changes that may occur and provide an analysis of their impact on the project budget and schedule.

The successful Bidder must at all times comply with the Agency's Information Security Policy (refer to Schedule E of the agreement).

The Agency anticipates that its available budget for CHAIS and Homerun system maintenance and development projects will gradually decrease from 2016 levels over the life of the contract. In November of each year, the Agency's Board of Directors will adopt a budget for the following year for system maintenance and major development projects. The board-approved budget will serve as the upset limit to the annual fees paid to the successful Bidder.

The Agency reserves the right to interview any individual assigned by the selected firm to work on the Agency's information systems, and reject the assignment if, in the Agency's opinion, the individual's skills or experience are inadequate to contribute efficiently and effectively to the maintenance and development of the information systems.

Deliverables

Deliverables to be provided by the selected Bidder during the course of the agreement with the Agency include

- new and updated source code files, to be added to the Agency's Sourcegear Vault source code database. Source code files include, but are not limited to: .Net, ASP and Javascript script files; database schema change and stored procedure SQL scripts; .Net resource files; webpage images and icons
- software builds as requested for CHAIS and HomeRun, consisting of Release Candidates, patches and hotfixes and associated ReadMe files describing the build contents and installation instructions

- new and updated project charters for major development projects
- user interface prototypes of new and redesigned webpages
- monthly project status reports for major development projects
- detailed project timelines as requested for major development projects

5 Rate adjustment

Time spent correcting issues that occur due to developer error will be paid at the stated hourly rate less 15%. Items with a root cause of “developer error” will be identified in MS DevOps. Either party may request a review of which items receive this designation. The purpose is to provide an incentive for developers to unit test thoroughly before submitting code.

6 Agreement for Services

The Successful Bidder(s) will be required to sign the Agency’s standard long-form Agreement for Services, with any variations the parties may agree upon. A copy of the standard agreement is attached to this RFP.

Bidders should take particular note of the following paragraphs of Schedules B and C of the Agreement:

Schedule B

- Paragraph 13 dealing with security screening.

Schedule C

- Paragraphs 7 to 11 dealing with compliance with Agency policies regarding ethical conduct, client service, bilingual services, confidentiality and access to information, and privacy; specific requirements respecting ethical conduct; conflicts of interest and loyalty; and specific requirements respecting the protection of information.
- Paragraphs 13 to 15 requiring adequate staffing approved by the Agency.
- Paragraphs 17 and 18 requiring appropriate fax, voicemail, computer equipment and software, and Internet access.
- Paragraphs 27 to 31 respecting fidelity bonding, liability insurance, errors and omissions insurance and workers’ safety insurance.

7 Proposal Submission Requirements

All Proposals must be presented in the following format, with no sections excluded.

Incomplete proposals will not be considered.

Section 1: Introduction and General Information

This section of the Proposal should contain

- a summary of the Bidder's business operations, including how long it has been in business and how long it has provided similar services;
- a summary of the Bidder's understanding of the objectives and requirements of this RFP;
- an explanation of why the Bidder believes it is qualified to perform and complete the services requested under this RFP;
- confirmation that the Bidder has or can obtain the insurance coverage required under this RFP.

Section 2: Statement of Service

Bidders must provide a Statement of Service identifying and describing the services the Bidder proposes to provide. The statement must indicate clearly and precisely how the Agency's requirements, described in Part 4 of this RFP, will be met.

Section 3: Qualifications

This section should describe the Bidder's skills and experience in meeting requirements of similar scope to those specified in Part 4 of this RFP. It should name the person or persons who will perform the services and set out their qualifications. If the Bidder proposes to use any sub-contractors, those sub-contractors and their role should be disclosed.

As appropriate, Bidders should provide samples of previous work.

Bidders must submit three (3) references from customers that have used the Bidder's services in order to demonstrate their ability to deliver the services required.

Section 4: Sustainability

The Agency for Co operative Housing seeks to respect and promote the principles of social, economic and environmental sustainability in all of its business activities. In its simplest terms, “sustainability” means “meeting the needs of the present generation without compromising the ability of future generations to meet their needs.” (Brundtland Commission 1987) Bidders are asked to describe briefly how their business policies and practices are consistent with the principles of sustainability.

Section 5: Quote

The Bidder’s quote should indicate

- a proposed one-time fee for the “familiarization” and set-up portion of the work specified in Part 4 of this RFP, expressed as either a single fee or as a number of hours and an hourly rate;
- proposed hourly rates for each of the development team roles specified in Part 4 of this RFP;
- any proposed changes to the hourly rates over the term of the agreement with the Agency.

Any expenses that will be charged in addition to the above fees must be itemized.

Any optional services or Bidder-recommended services not listed in the requirements set out in Part 4 of this RFP should be listed and quoted separately from the requested services.

The quoted rates must be guaranteed until 31 December 2023.

Section 6: Contract Form

Set out any requested changes to the standard Agency agreement form attached to this RFP. If no changes are proposed, indicate this.

N.B.: No changes to the agreement form proposed after the closing date of this RFP will be considered.

Section 7: Insurance Certificates

Enclose proof that all insurance coverage noted in this RFP as required is already held or will be available to the Bidder. If no workers’ safety insurance is required, indicate this.

Section 8: Security Clearances

Enclose any available evidence that the individuals who will provide the services requested under this RFP, whether members of the Bidder's personnel or of the personnel of sub-contractors the Bidder will employ, have valid Security Clearances (Enhanced Reliability or better) issued by the Government of Canada or indicate either that security clearances will be sought or that security clearances are not a requirement under this RFP.

8 Evaluation of Proposals

The Agency will review, evaluate and rank all Proposals received by the date and time indicated above and meeting the submission requirements established in Parts 6 and 9 of this RFP. Proposals will be evaluated against the following criteria:

Was the proposal submitted by the deadline, including all the required information and submission requirements?

Does the proposal demonstrate relevant experience and proven capability while fully addressing the Agency's requirements?

Is the proposal well-organized, well-written, and complete?

What is the bidder's depth of experience in relevant areas?

Is the bidder financially viable with significant relevant experience and access to qualified personnel?

Does the bidder's proposal present the most cost-effective package of service?

To what extent do the bidder's business practices reflect the principles of sustainability set out under proposal requirements?

What have been the positive and negative experiences of the bidder's client references?

9 Further Information

All questions concerning this Request for Proposals should be directed to the following person:

Bridget Bayliss, Director, Information Services

The Agency for Co-operative Housing

bbayliss@agency.coop

10 Method of Submission

Proposals made in response to this RFP will be accepted up to the closing date and time indicated above.

All Proposals must be submitted in electronic form (PDF) by e-mail to Michelle McHugh, mmchugh@agency.coop. The Procurement Number must appear on the subject line of the e-mail message. The Bidder's name, the Procurement Number and the page number should be included on each page of the Proposal. Following the closing date, the Agency may ask Bidders to provide additional data or material to support their Proposals.

Proposals must be submitted in the form of a single PDF. Bids comprising multiple documents will not be considered. Proposals submitted by other than electronic means will not be considered.

11 General Conditions

Geographic Neutrality: The Agency will consider Proposals from Bidders resident anywhere in Canada who can provide the required services effectively on competitive terms.

Contract Award: The Agency anticipates making a single award under this solicitation. It may award a contract based on initial Proposals without discussion or following limited discussion or negotiations with one or more Bidders.

Limitation: This solicitation does not commit the Agency to awarding a contract, paying any costs incurred in preparing a Proposal, or procuring or contracting for services or supplies. The Agency reserves the right to accept or reject any or all Proposals received, to negotiate with all qualified Bidders, or to cancel in part or in its entirety the solicitation when it is in the Agency's best interest to do so.

Bidder Debriefing: The Agency will provide unsuccessful Bidders with an opportunity for a debriefing on the Proposal evaluation process and the Agency's choice of vendor. Depending on the volume of Proposals, debriefings may be offered individually or through a conference call to which all unsuccessful Bidders will be invited.

12 Appendices

- Appendix A: Development Team Roles and Responsibilities
- Appendix B: IS Project Charter Template

- Appendix C: Agency Long-form Agreement

SCHEDULE A

DEVELOPMENT TEAM ROLES AND RESPONSIBILITIES

The services provided by <<*organization name*>> to The Agency for Co-operative Housing (“the Agency”) under this contract shall primarily deal with the operations, maintenance and continuing development of the Co-op Housing Agency Information System (“CHAIS”), the HomeRun benchmarking website and several related custom software tools. To this end, <<*organization name*>> shall make available a System Architect, one or more Software Developers, an Assistant Database Administrator, and, from time to time, a Project Manager, Quality Assurance Officer and CHAIS Technical Support Officer, as needed to provide the services and fulfill the responsibilities listed below. Note that individual development team members may fulfill more than one of the above roles (e.g., Database Administrator and CHAIS Technical Support Officer).

System Architect Services and Responsibilities

- Generate technical specifications and high-level technical designs for Change Requests (CRs), Software Non-conformances (SNCs), and CHAIS/HomeRun development projects based on business requirements provided by the Agency
- Identify technical impacts of project scope changes, CRs, and SNCs
- Provide estimates of development time for CHAIS/HomeRun development projects, CRs, and SNCs
- Assign CRs, SNCs, and project work to other development team members based on their skills and identified Agency priorities
- Respond to technical questions raised by development team members and the Agency
- Schedule completed work for CHAIS/HomeRun patch and release candidate (“RC”) builds
- Oversee and ensure the successful installation (“go-live”) of major CHAIS/HomeRun releases
- Attend regular CHAIS Team Status meetings and, as required, IT Governance Group meetings

Software Developer Services and Responsibilities

- Implement and document assigned CRs, SNCs, and CHAIS/HomeRun project work based on identified technical specifications and designs, using Agency-approved development, source code control and work-tracking tools
- Investigate SNCs to determine their cause and provide one or more options for resolution

- Generate CHAIS/HomeRun patch and RC builds according to specified procedures
- Generate and install CHAIS/HomeRun hotfixes according to specified procedures
- Attend regular CHAIS Team Status meetings

Quality Assurance Officer

- Perform unit testing of development team work for CHAIS/HomeRun development projects
- Assist the Agency's Quality Assurance Officer in integration testing of CHAIS/HomeRun patch, RC, and hotfix builds as required
- Attend regular CHAIS Team Status meetings

Assistant Database Administrator

- Implement CHAIS/HomeRun Data Change Requests raised by Agency staff by making and documenting necessary changes to the CHAIS production databases
- Assist the Agency's Database Administrator in maintaining the integrity and optimal performance of the CHAIS/HomeRun production and replica databases
- Provide development team members with regular copies of recent CHAIS/HomeRun production databases
- Attend regular CHAIS Team Status meetings

CHAIS Technical Support Officer

- Respond to CHAIS/HomeRun technical questions from Agency staff and external users (e.g., housing co-ops, auditors, property inspectors)
- Perform initial investigation of issues encountered by CHAIS/HomeRun users to determine if the issue is expected behaviour of the system, a data issue, a known SNC, or a newly-encountered SNC

Project Manager

- Prepare and maintain project charters for CHAIS/HomeRun development projects
- Prepare budget and schedule estimates for CHAIS/HomeRun development projects based on technical specifications provided by the System Architect and impact assessments provided by the Agency
- Identify scope changes to development projects and prepare budget and schedule impacts for them
- Identify missing information required by development team members to move forward with projects and escalate issues to Agency management and project stakeholders according to agreed-upon escalation procedures

Contractor Initials: _____

Agency Initials: _____

- Convene and chair project team meetings as required and ensure that the project team is provided with access to all necessary project documentation; provide timely project team meeting minutes to the project team
- Provide regular project status updates to the IT Governance Group
- Attend regular CHAIS Team Status meetings and IT Governance Group meetings

End of Schedule A

Contractor Initials: _____

Agency Initials: _____

APPENDIX B



THE AGENCY
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Project Charter

PROJECT NAME Insert Project Name

PROJECT START DATE Select start date

DATE LAST UPDATED Select date last updated

REVISION Charter revision number

REVISION HISTORY					
NO.	DATE	UPDATED BY	APPROVAL DATE	APPROVED BY	CHANGE
1	dd mmm yyyy	<<Name>>	dd mmm yyyy	<<Approval Group>>	Initial project charter
2	dd mmm yyyy		dd mmm yyyy		
3	dd mmm yyyy		dd mmm yyyy		
4	dd mmm yyyy		dd mmm yyyy		
5	dd mmm yyyy		dd mmm yyyy		
6	dd mmm yyyy		dd mmm yyyy		
7	dd mmm yyyy		dd mmm yyyy		
8	dd mmm yyyy		dd mmm yyyy		
9	dd mmm yyyy		dd mmm yyyy		
10	dd mmm yyyy		dd mmm yyyy		

PROJECT OBJECTIVE

Include a simple, concise statement of the high-level purpose of the project.

THE PROBLEM

Set out the problem or problems the project is intended to solve.

RISKS AND MITIGATION STRATEGIES

What risks are associated with undertaking the project? What risks are associated with not undertaking the project? If converting existing CHAIS code from ASP to ASP.NET, make sure to consider risks associated with this conversion.

RISKS	MITIGATION MEASURES
<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪

SCOPE

Set out the top-level business requirements for the project. Identify what is within the project scope and what is not. If modifying existing CHAIS functionality and the existing code is written in ASP, consider whether the project scope should include conversion of the code to ASP.NET.

COMPLETION CRITERIA

Clearly specify how the project manager will judge that the project is complete.

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DELIVERABLES AND MAJOR MILESTONES: IS PROJECTS					
NO.	BY WHEN?	WHAT	RESPONSIBILITY	DATE COMPLETED	MANDATORY
1		Delivery of approved business requirements			Y/N
2		Development of user interface prototype			Y/N
3		User prototype feedback provided			Y/N
4		Delivery of detailed technical requirements			Y/N
5		Feedback on technical requirements provided			Y/N
6		Delivery of proposed database schema changes			Y/N
7		Feedback on database schema changes provided			Y/N
8		Delivery of first release candidate build			Y/N
9		Delivery of final release candidate build			Y/N
10		Acceptance of final release candidate build			Y/N
11		End-user training completed			Y/N
12		Database administrator orientation completed			Y/N

DELIVERABLES AND MAJOR MILESTONES: IT PROJECTS					
NO.	BY WHEN?	WHAT	RESPONSIBILITY	DATE COMPLETED	MANDATORY
1					Y/N
2					Y/N
3					Y/N
4					Y/N
5					Y/N

DEPENDENCIES
Identify any dependencies between this project and other projects underway or planned, with timelines if possible.

CAPITAL COSTS: IS PROJECTS			
RESOURCE	HOURS	\$/HR	TOTAL COST
Phase 1: Requirements Analysis and Prototyping			
Project Manager			
System Architect			
Phase 1 Total			
Phase 2: Requirements Analysis and Prototyping			
Project Manager			
System Architect			
Software Developer			
Phase 2 Total			
Phase 3: Post Go-Live Support			
Project Manager			
System Architect			
Software Developer			
Phase 3 Total			
Other Costs (specify)			
Project Total			

CAPITAL COSTS: IT PROJECTS

ITEM	DETAILS	COST
Consultant Fees (included only if capitalized)		
EDP Hardware		
EDP Software		
Other		
Project Total		

OPERATING COSTS

Identify all operating costs to the Agency resulting from the implementation of this project, including, for IS projects, both system-maintenance costs (e.g., execution of change requests) and non-system costs.

ITEM	FREQUENCY	COST
	One-time or Recurring	

BENEFITS

Identify and quantify the financial and other benefits expected from the project (e.g., new revenue, operating efficiencies, improved client service, other cost reductions). Indicate whether they are one-time or continuing benefits.

ITEM	FREQUENCY	VALUE
	One-time or Recurring	

RETURN ON INVESTMENT (ROI)

Attach an ROI analysis for major projects.

ASSUMPTIONS AND CONSTRAINTS

List the major assumptions made and constraints used in estimating the project costs and benefits and the project schedule. (Note: Examples provided below are for illustration purposes only.)

ASSUMPTIONS	CONSTRAINTS
<ul style="list-style-type: none"> ▪ The project will be implemented by a single developer. ▪ The system will not need to support more than five simultaneous users. 	<ul style="list-style-type: none"> ▪ Module will be developed using VB.Net, JavaScript and SQL stored procedures. ▪ Reports will be implemented using SQL Reporting Services. ▪ Project must include an external user testing phase. ▪ Project go-live must occur prior to <<date>>.

PROJECT TEAM (IS PROJECTS)		
ROLE	INDIVIDUAL	RESPONSIBILITIES
Project Sponsor	A member of the Agency's senior management team	Reviewing and approving business requirements; providing approval and funding for scope changes; accepting final deliverables
Project Manager	TBD	Controlling the project budget and schedule; convening and recording notes at project team meetings; identifying and seeking approval of scope changes; identifying risks and proposing mitigation measures; ensuring deliverables are provided
Lead, System Design and Data Management	TBD	Ensuring that project technical design and implementation proceeds in accordance with Agency standards; analysing costs and benefits of mitigation measures proposed to reduce technical risks; reviewing scope changes and deliverables and providing recommendations to Project Sponsor; resolving technical and resource issues where escalation to Agency management is required
Business Applications Analyst	TBD	Developing business requirements
System Architect	TBD	Technical design and oversight of implementation
Programmer(s)	TBD	Writing code in accordance with project specifications; addressing change requests and SNCs; packaging deliverables
Quality Assurance Officer	TBD	Validation of deliverables
Data Specialist	TBD	Consultation on database issues
Internal End Users	Often Agency Relationship Managers	Providing feedback on project scope and business requirements; review user interface prototypes, ensure that end-user perspectives are considered throughout the project

PROJECT TEAM (IT PROJECTS)		
ROLE	INDIVIDUAL	RESPONSIBILITIES
Project Manager	TBD	Controlling the project budget and schedule; convening and recording notes at project team meetings; identifying and seeking approval of scope changes; identifying risks and proposing mitigation measures; ensuring deliverables are provided
	TBD	Developing business requirements
	TBD	
	TBD	

PROJECT PROCEDURES

Outline deviations from standard procedures that should be followed for this project, for example, special instructions for gaining approval on text or translations, or changes to the standard release process.

DEFINITIONS AND ACRONYMS

Define important terms associated with the project.

- **Assumptions:** factors that are considered to be true and are relied upon in order for the project to succeed
- **Constraints:** limiting factors that impact the project in a particular way
- **Revision:** re-examination, alteration or correction of existing work
- **Scope change:** significant alteration to the business requirements or level of complexity of existing requirements that affects the project cost, schedule or both

SCOPE CHANGES					
NO.	DESCRIPTION	HOURS	DATE	COST	APPROVAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

APPENDIX C



THE AGENCY
FOR CO-OPERATIVE
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L'AGENCE
DES COOPÉRATIVES
D'HABITATION

Agreement for Services

PROCUREMENT NUMBER: [ENTER NUMBER]

THIS AGREEMENT IS MADE AS OF *SELECT DATE* BETWEEN

THE AGENCY FOR CO-OPERATIVE HOUSING
190 O'Connor Street, 6th Floor
Ottawa, Ontario K2P 2R3

Phone: (613) 234-4557

E-mail: procurement@agency.coop

(the "Agency")

—AND—

THE AGENCY FOR CO-OPERATIVE HOUSING
[Contractor Address]

Phone: *[Contractor Phone]*

E-mail: *[Contractor Email]*

(the "Contractor")

1. **Services:** The Contractor agrees to perform the services set out in Schedule A (the "Services").
2. **Reporting:** The Contractor will report to the Agency officer ("Reporting Officer") identified in Schedule A. Only the Reporting Officer, or a person designated by the Reporting Officer, is authorized to give directions to the Contractor.
3. **Term:** The term of this Agreement is as stated in Schedule A.
4. **Payment:** The Agency agrees to pay for the Services as provided in Schedule A.

CONTRACTOR INITIALS:

AGENCY INITIALS:

- 5. **General terms:** The parties will observe the terms and provisions set out in Schedule A.
- 6. **Proposal:** Any of the following that are applicable are attached as Schedule C and form part of this Agreement: the Agency’s Request for Proposals for these Services, the Proposal by the Contractor and relevant correspondence.
- 7. **Schedules:** This document is called the Contract. The Contract and the Schedules to the Contract form the Agreement between the Agency and the Contractor. In the event of any conflict, the Contract will govern over all Schedules, Schedule A: Specific Terms will govern over Schedule B: Terms and Provisions, and Schedule B: Terms and Provisions will govern over Schedule C: proposal Documents.

SIGNED:

THE AGENCY FOR CO-OPERATIVE HOUSING

By:

Insert Name
Insert Title

I have authority to bind the Agency.

THE AGENCY FOR CO-OPERATIVE HOUSING

By:

Insert Name
Insert Title

I have authority to bind the Contractor.

SCHEDULE A

SPECIFIC TERMS

1. **Description of Services:** *Enter description of services to be provided.*
2. **Level of services:** *Include any relevant information, e.g., specific days and times when service is to be provided, maximum turnaround times, etc. If there is nothing to include here, do not delete the paragraph but instead select Not applicable.*
3. **Term:** The term of this Agreement will begin on *Select start date* and end on *Select end date*. *Include only if the competitive procurement process provided expressly for a renewal at the Agency's discretion. Select the appropriate option.*
4. **Reporting:** The Reporting Officer is the Agency's *Insert full title, e.g., Director, Operations, not name*.
5. **Agency directions:** Directions to the Contractor to proceed with work must be given in writing. Specific directions, changes and explanations may be communicated orally.
6. **Fees:** *Select and complete one of the available options (click the tab to make a selection).*
7. **General expenses:** The Agency will pay the Contractor's expenses and disbursements only as stated in the next paragraph and in Schedule B or as approved in advance in writing. All other expenses and any administrative or home-office expenses are included in the fee. The Contractor will issue invoices for permissible expenses at the same time as it issues invoices for fees. The Agency is not required to honour late expense claims. Receipts must be provided for all expenses invoiced, except for public-transit expenses; kilometrage; and internal copying, printing and postage.
8. **Specific additional expenses:** *Enter any additional expenses the Agency has explicitly agreed to pay that are not set out in Schedule B. If there are none, select None.*
9. **Timing of payment:** *Select and complete as necessary one of the available options (click the tab to make a selection).*
10. **Contractor's costs:** Except as may be stated in the next paragraph, the fee under paragraph 7 includes all personnel costs, administrative costs, overhead and indirect costs of the Contractor. The Agency will have no obligation to pay for any of these.
11. **Facilities to be provided by the Agency:** *If the Agency is providing office space or secretarial support, indicate that here. If there is nothing to include, do not delete the paragraph but instead choose: None.*
12. **Contractor's personnel:** The Contractor will provide all personnel reasonably necessary to perform the Services. The Contractor will ensure that all members of its

staff providing Services to the Agency are fully qualified to provide the Services and, as applicable, meet any qualifications stated in any applicable Request for Proposals.

The following paragraphs are optional. Include them if relevant, otherwise delete this text.

13. Security screening:

- (a) At any time, on written notice to the Contractor, the Agency in its sole discretion may require a Government of Canada security clearance to the level determined by the Agency (“Security Clearance”) of the Contractor and each individual employee or subcontractor of the Contractor who will perform any obligation under this Agreement on the Contractor’s behalf.
- (b) If the Agency requests a Security Clearance for any individual who will perform any obligation under this Agreement, the Contractor will deliver without delay to the Agency with respect to that individual
 - (i) evidence that the individual has a valid Security Clearance issued by the Government of Canada; or
 - (ii) a signed application for a Security Clearance in the form required by the Government of Canada and all required supporting information to obtain the Security Clearance.
- (c) If, for any reason, the Contractor or the Agency is unable to obtain a Security Clearance with respect to any individual who will perform any obligation under this Agreement (including, but not limited to the Contractor’s failure to perform its obligations under paragraph 13 (b), or the refusal of the Government of Canada to issue a Security Clearance for the individual for any reason), then the Agency may terminate this Agreement immediately on written notice to the Contractor, without penalty or damages other than payment for services performed prior to the termination.

End of Schedule A

SCHEDULE B

TERMS AND PROVISIONS

PERFORMANCE REQUIREMENTS

1. **Standard of performance:** The Contractor will perform the Services in accordance with normally accepted professional standards of care, diligence and skill for similar services.
2. **Directions of Agency:** The Contractor will act according to specific directions from the Agency.
3. **Legal requirements:** The Contractor will comply with all legal requirements governing the Contractor and its provision of the Services.
4. **Signing and spending authority:** The Contractor will not have signing authority or any right to commit the Agency to any contract or expense or to anything else unless authorized in writing by the Reporting Officer or as stated in Schedule A.
5. **Agency property:** The Contractor will take reasonable precautions to protect the Agency's files and information and other Agency property in its possession or in the possession of its staff during the term of this Agreement.
6. **Annual evaluation:** If this Agreement has a term of longer than one year then, two months before the anniversary date of the Contract, the Agency and the Contractor may together conduct an evaluation of the Services provided. The purpose of the evaluation is to assist the Contractor in providing high-quality services and to resolve any problems in the performance of the Services identified by the Agency or the Contractor.

COMPLIANCE WITH AGENCY POLICIES

7. **Compliance with Agency policies:**
 - (a) The Contractor will perform the Services in a way that complies with the applicable parts of the following Agency policies:
 - (i) Ethical Conduct Policy
 - (ii) Client Service Policy
 - (iii) Bilingual Services Policy
 - (iv) Confidentiality and Access to Information Policy
 - (v) Privacy Policy

- (vi) Sustainability Policy
 - (b) The Agency may notify the Contractor of other Agency policies relevant to the Services with which the Contractor must comply. The Agency's policies are available at <http://www.agency.coop> (under section "About Us" or upon request from the Agency).
 - (c) If the Contractor becomes aware of any way in which the Contractor or the Agency has not complied with any Agency policies, it will promptly notify the Reporting Officer in writing, making any suggestions for dealing with the situation.
 - (d) Contractors will be required to comply to the Information Security policy as per Schedule E.
8. **Ethical Conduct Policy:** The Contractor and all members of its staff will comply with the Agency's Ethical Conduct Policy. They must conduct themselves at all times so as not to cause embarrassment to the Agency or bring its good name or that of its government clients into disrepute.
9. **Conflicts of interest or loyalty:**
- (a) The Contractor, any subcontractor authorized under this Agreement to deliver any part of the Services, and all members of their staffs must be free from real or perceived conflicts of interest or loyalty.
 - (b) Where the Services involve helping, analysing, inspecting, dealing with or otherwise being concerned with a housing co-operative, the Contractor, each member of the Contractor's staff and the spouses of the Contractor and of each member of its staff must not be a member, director, officer or employee of
 - (i) that housing co-operative;
 - (ii) an organization with which that co-operative has a service contract, such as a property management contract; or
 - (iii) an organization representing or supporting that co-operative in a dispute with the Agency or one of the Agency's government clients.
 - (c) The Contractor may make a written request for a review of any situation where an actual or perceived conflict appears remote and insignificant. This includes any situation mentioned in the two preceding paragraphs. The Agency may authorize the situation if it does not deem the situation inappropriate or contrary to the Agency's policies.

10. Information:

- (a) The Contractor and all members of its staff will comply with the Agency's Confidentiality and Access to Information Policy and with the Agency's Privacy Policy (the Information Policies) and will, without limitation
 - (i) collect and use information only as allowed under the Information Policies;
 - (ii) safeguard information as required under the Information Policies;
 - (iii) neither disclose nor permit the disclosure of information covered by the Information Policies, where prohibited under the Information Policies, except with the written consent of the organization or individual concerned.
- (b) In the performance of its duties, the Contractor will perform the Agency's responsibilities under the Information Policies on behalf of the Agency. Exceptions are:
 - (i) The Contractor will obtain authorization from the Reporting Officer or the Agency's Director, Corporate Services before making any disclosure as contemplated in the Privacy Policy.
 - (ii) The Contractor will observe the provisions of the Privacy Policy regarding retention and destruction of personal information in its possession. On termination of this Agreement, however, it will deliver all personal information and other information in its possession or control to the Agency.
- (c) At the Agency's request, the Contractor and each member of its staff providing the Services will sign a confidentiality and information agreement. The form and content of the agreement will be consistent with the Agency policies.
- (d) The use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the Agency; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

11. Intellectual property:

- (a) All intellectual property created through or in connection with the performance of the Services will be the property of the Agency and the Contractor hereby assigns all rights in all such intellectual property to the Agency and waives all moral rights in the intellectual property in favour of the Agency and its assigns. The Contractor and each member of its staff providing services to the Agency

will sign any documents requested by the Agency to give effect to this paragraph.

- (b) “Intellectual property” includes patents, trademarks, copyrights, industrial designs and trade secrets, including in publications, videos, software and electronic information, training materials, research reports or general information about the Agency’s programs.

CONTRACTOR’S STAFFING AND EQUIPMENT

12. **Staffing:** References in this Agreement to the Contractor’s personnel or staff will refer to any party performing any part of the Services, regardless of that party’s relationship to the Contractor. The Contractor’s staff includes subcontractors and their staff. If the Contractor is an individual, references in this Agreement to the Contractor’s personnel or staff will include that individual. If the Contractor is not an individual, references in this Agreement to the Contractor’s personnel or staff will include all principals of the Contractor, as well as any other personnel or staff members.
13. **Availability of staff:** If Schedule A provides specific times, or time ranges, for performance of the Services, the Contractor must ensure that its personnel are available at such times. When the Contractor’s personnel are not available due to vacations, illness, or other reasons, the Contractor will provide replacements satisfactory to the Agency at no additional cost. Any requirement under Schedule A for the Agency’s prior written approval of personnel changes will apply to substitutions of more than five working days.
14. **Staffing costs:** The cost of the Contractor’s personnel and all payments in respect of such personnel, including such things as salary or wages, benefits, payroll taxes, employment insurance, income tax, Canada or Quebec Pension Plan, Workers’ Safety Insurance and Compensation, vacations and leaves, will be borne exclusively by the Contractor and not charged back to the Agency. The Contractor will indemnify and save the Agency harmless from any such cost or expense and any fines or penalties arising from non-payment or late payment. The Contractor will, on the Agency’s written request, promptly provide the Agency with proof of payment of such items and proof that there will be no liability on the part of the Agency.
15. **Administrative costs:** Except as stated in Schedule A, all administrative costs of the Contractor, including such things as a home or other office, telephone and Internet access and all other facilities, equipment and supplies, will be borne exclusively by the Contractor and not charged back to the Agency.
16. **Contractor’s equipment:** The Contractor and all of its personnel providing services to the Agency must have access to appropriate equipment. This will in all cases include (without limitation):
- (a) an answering machine or voicemail service;

- (b) high-speed Internet access;
 - (c) computer equipment and software sufficient to perform the Services efficiently.
17. All electronic materials prepared for the Agency must be delivered in the appropriate Microsoft Office software or other software specified by the Agency.

PERMISSIBLE EXPENSE CHARGES

18. **Travel:** The Agency will reimburse the Contractor for reasonable and necessary transportation and travel expenses incurred in the performance by its personnel of the Services. This will not include transportation to and from the Contractor's office or ordinary worksite or to and from housing projects in the community in which the Contractor is located, unless reimbursement is provided in Schedule A or has been previously authorized in writing. Reimbursement will be limited to the following:
- (a) kilometrage for use of a vehicle of the Contractor or its personnel, at the rate established from time to time by the National Joint Council of the Public Service of Canada for the province in which the Services are provided;
 - (b) the cost of air, rail or bus travel, as appropriate;
 - (c) hotel accommodation, when necessary;
 - (d) the Agency's standard meal and incidental-expense allowance for each member of the Contractor's staff when travelling outside of the staff member's locality;
 - (e) taxi or parking costs;
 - (f) car-rental costs.

The Contractor is expected to take advantage of reduced airfares whenever possible. The Agency will only pay for full economy-class airfare when lower-cost fares are unavailable. First-class train travel is acceptable. At the Agency's discretion, hotel accommodation is to be arranged by Agency staff or, if not, by the Contractor. Hotel accommodation will be of an appropriate standard for a service agency for non-profit organizations, as reasonably determined by the Agency.

19. **Other expenses:** The Agency will reimburse the Contractor for the actual cost of reasonable and necessary copying, printing, postage and courier, and long-distance telephone charges (including for facsimiles).

LIABILITY AND INSURANCE

20. **Contractor's responsibility for Claims against the Agency:** The Contractor will be responsible for Claims against any or all of the Agency, Canada Mortgage and Housing Corporation (CMHC), and any personnel, members or directors of either, to the extent

caused by the negligence, wrongful act or omission of the Contractor or any of its personnel.

21. **Agency's responsibility for Claims against the Contractor:** The Agency will be responsible for Claims against any or all of the Contractor or any member of its staff arising during the course of the performance of the Services, but only to the extent that (i) such Claims are not caused by the negligence, wrongful act or omission of the Contractor or any member of its staff, (ii) such Claims are not covered by the Contractor's insurance, and (iii) such Claims would not be covered if the Contractor maintained the insurance required under this Agreement.
22. **Claims:** A "Claim" under this Agreement includes a legal proceeding or any other kind of liability whether or not it could result in an award of money for damage or injury to persons or property or anything else. It includes a complaint that could lead to a fine or penalty. This indemnity will include the estate of any individual referred to in the two preceding paragraphs. Whichever party is responsible for the Claim will pay the reasonable legal and other costs of dealing with the Claim and will pay the Claim, if valid, or any reasonable compromise.
23. **Responsibility for Contractor's staff:** Any losses to the Agency or CMHC due to dishonesty of the Contractor or any member of its staff (whether or not covered by a fidelity bond or employee dishonesty insurance of the Contractor) will be the responsibility of the Contractor. The Contractor's responsibility will not be reduced because of any contributory negligence, collusion or any other action or inaction by the Agency, CMHC or any member of their staff.
24. **Contractor's fidelity bond:** If required under the Contract, Schedule A, Schedule C, or elsewhere in this Agreement, the Contractor will maintain a fidelity bond or equivalent employee dishonesty insurance coverage in an amount not less than One Hundred Thousand Dollars for each occurrence, covering the Contractor and all of its personnel dealing with the Agency's money or valuable property. No Claims resulting from the dishonesty of any personnel of the Contractor will be made against the Agency's insurance.
25. **Contractor's general liability insurance:** The Contractor will maintain general liability insurance in an amount of not less than Two Million Dollars for each occurrence.
26. **Contractor's errors and omissions insurance:** If the Contractor is a professional, the Contractor will maintain errors and omissions insurance in compliance with any legal requirement or any requirement of a professional governing body or association. Whether or not the Contractor is a professional, the Contractor will maintain errors and omissions insurance if required under the Contract, Schedule A, Schedule C, or elsewhere in this Agreement.

27. **Insurance provisions:** The fidelity bond, liability insurance and errors and omissions insurance, if possible, will show the Agency and CMHC as additional insureds and will contain a clause saying that the policy cannot be terminated by either the insurer or the Contractor unless at least two months' written notice is given to the Agency. The liability insurance policy will include technical provisions known as "severability of interests" and "cross liability among insureds."
28. **Workers' Safety Insurance:** The Contractor will maintain any workplace safety insurance or workers' compensation insurance ("Workers' Safety Insurance") that is legally required by the appropriate government or government-designated body in the relevant province.
29. **Proof of insurance:** The Contractor will deliver to the Agency a certificate or other proof of the Contractor's fidelity bond, liability insurance, errors and omissions insurance and Workers' Safety Insurance coverage, as applicable, at the time of signing this Agreement and at other times requested by the Agency. It will also, on request, deliver a Workers' Safety Insurance clearance certificate to indicate that there can be no claim against the Agency if such a certificate is required or available in the relevant province.
30. **Contractor's representation and warranty:** The Contractor represents and warrants to the Agency that the Contractor has no knowledge of anything relating to the Contractor or its personnel that would affect the Agency's ability to obtain any insurance or bond of any kind or that would increase the premiums.
31. **Health and safety:** The Contractor has the right to refuse to do work at any housing co-operative where it has reason to believe there is a danger to anyone or a lack of compliance with applicable legal requirements relating to health and safety at the workplace or in performance of the work. The Contractor will immediately inform the Reporting Officer of such a circumstance. Any procedure required by law in the relevant province will be followed.
32. **Protective clothing:** When appropriate in the circumstances, the Contractor will without charge provide protective clothing and personal equipment to its personnel including, as applicable, such things as CSA-approved footwear, safety glasses, masks and gloves.

TERMINATION

33. **No automatic renewal:** If this Agreement is not renewed or extended by written agreement and the Contractor continues to provide the Services, this Agreement will be deemed to continue on a month-to-month basis on the same terms and provisions.
34. **Termination:** Unless Schedule A states that this paragraph does not apply, either party may terminate this Agreement at any time on two months' prior written notice to the other.

35. **Default:** If either party is in default under this Agreement, the other party may terminate this Agreement on seven days' written notice. The notice will describe the default in reasonable detail. The termination will not take place if the default is curable and is cured within the seven days. During the seven days the parties may use the dispute-resolution processes set out in this Agreement, but that will not extend the seven-day period unless the parties agree otherwise in writing.
36. **Services and payment during notice period:**
- (a) If this Agreement provides for Services on a regular basis, the Contractor will continue to provide the Services until the termination date and the Agency will pay the Contractor's normal fees and expenses for all Services performed until the termination date.
 - (b) If this Agreement provides for Services as requested or assigned by the Agency, the Agency has no obligation to request or assign Services during the notice period. It will pay the Contractor's normal fees and expenses for all Services that it has requested or assigned and that are performed until the termination date.
 - (c) If this Agreement provides for deliverables, the Contractor will continue to work on the deliverables until the termination date and the Agency will pay the Contractor's normal fees and expenses for the deliverables that are provided to it on or before the termination date. If the Agency has terminated for default, this payment may be reduced by a reasonable amount if the deliverables are not in a state where the value to the Agency is commensurate with the cost.
 - (d) If the Agency terminates this Agreement for default and it is later determined that the Contractor was not in default, then the maximum liability of the Agency for damages or losses due to the termination will equal the payments that the Agency would have been required to make during the notice period under this paragraph if the Agency had terminated this Agreement on notice without default.
37. **Reduced notice:** The Agency may terminate this Agreement with no notice or with less notice than stated earlier in this Agreement. In that case the preceding paragraph will apply until the termination date. In addition, the Agency will make a reasonable payment to cover the Contractor's losses until the end of the notice period required above (not exceeding what the Agency would have been required to pay if it had given the full notice stated under this Agreement).
38. **Amounts owing by Contractor:** The Agency may deduct from payments due to the Contractor any amounts owing to the Agency, including amounts for damages due to default by the Contractor.
39. **Final report:** If requested by the Agency or stated in the description of the Services, immediately after the termination of this Agreement the Contractor will prepare a

final report providing all information that would normally be given to the Agency under this Agreement.

40. **Audit:** The Contractor will without charge co-operate fully with the Agency's representatives in performing any audit or investigation that may be required by CMHC, the Agency or the Auditor General of Canada for any period prior to termination of this Agreement.
41. **Delivery of Agency Property:** On termination of this Agreement, the Contractor will deliver everything in its possession, power or control that (i) belongs to the Agency, (ii) the Contractor received from the Agency, or (iii) the Contractor created for the Agency, including all tangible property and all information and data, including all information about CMHC, housing co operatives or their residents. The Contractor will destroy all copies of Agency-provided information and data, after providing a copy to the Agency. Notwithstanding the foregoing, the Contractor may keep one copy, for archiving purposes, of all non-personal information relevant to any report, conclusions or recommendations prepared by the Contractor provided it respects the requirements of this Agreement respecting confidentiality.
42. **Surviving obligations:** Some parts of this Agreement will continue after termination. These include, among other things, any obligations not fully performed under this Agreement, such as financial payments or adjustments, the confidentiality and indemnification obligations, and any obligations arising out of a default.

DISPUTE RESOLUTION

43. **Informal dispute resolution:** The parties will use their best efforts to resolve any dispute arising under this Agreement informally, through personal contacts. Any written complaint by the Contractor will be reviewed by the Agency's Chief Executive Officer, who may suggest that a mutually acceptable third party meet with the disputant and an Agency representative on an informal basis to resolve the dispute.
44. **Mediation:** The parties will consider non-binding mediation as a way to resolve their differences. They will do this prior to any arbitration.
45. **Compulsory arbitration:** All disputes under this Agreement that are not resolved informally or through mediation are hereby submitted to decision by an arbitrator, as described in this Schedule.
46. **Written notice to arbitrate:** Either party may give the other a written notice to arbitrate. The notice must contain reasonable details of the issue. Within seven days after delivery of the notice, the parties or their lawyers will agree on an arbitrator. If they do not, either party may apply to the courts for appointment of an arbitrator.
47. **Procedure:** The arbitrator will set the procedure for the arbitration in accordance with the Ontario *Arbitration Act*.

48. **Does not apply to discretions:** The purpose of arbitration is to decide on the rights of the parties, not to substitute the judgment of the arbitrator for that of either party. Therefore, compulsory arbitration does not apply to a decision under any part of this Agreement where either party has discretion.
49. **Termination of Agreement:** If this Agreement has been terminated, the arbitrator will not have the authority to reinstate the Contract or the Contractor. However, the arbitrator can award the proper amount owing to the Contractor under this Agreement.
50. **Arbitrator's decision final:** The arbitrator will make a decision as soon as possible and give a copy of the decision to each party. That decision will be final and binding on the parties and will not be subject to appeal.
51. **Arbitration Act governs:** Except as stated in this Agreement, the arbitration will proceed in all respects in accordance with the provisions of the Ontario *Arbitration Act*.
52. **Costs:** The arbitrator will decide who will pay the costs of the proceeding, depending on the merits of their position, including arbitrator's fees, charges and expenses and the parties' legal and other costs.
53. **Confidentiality:** To the extent permitted by the *Arbitration Act*, the arbitration proceedings and decision will be confidential between the parties.
54. **Continuation of service:** Unless the parties agree to something else, during the resolution of any dispute (except where this Agreement has been terminated) the Contractor will continue to provide the Services to the Agency as required under this Agreement. If the dispute relates to the nature or performance of the Services, then the Agency will issue written directions about this and the Contractor will observe those directions. If the arbitrator's decision or other resolution of the dispute indicates that the Agency's position was wrong, the arbitrator's decision or other resolution will provide appropriate compensation to the Contractor.
55. **Actions outside of arbitration:** At any time during the arbitration process, the parties may sign a written settlement of their differences and cancel the arbitration. At any time during the arbitration process, either party may take actions it considers appropriate, such as termination of the Agreement. There will be no penalty for taking such actions during an arbitration, provided the actions are legally permitted under this Agreement.

MISCELLANEOUS

56. **Relationship of parties:** Nothing in this Agreement will create any partnership, joint venture, agency, trust, employment or other relationship between the parties. The parties' relations are entirely contractual, as stated in this Agreement. The Contractor is an independent contractor and not an employee. Neither of the parties has the

authority to bind the other or to commit it in any way, except as specifically stated in this Agreement. Nothing in this Agreement will give any right to any third party to bring any action or to make any claim against either of the parties to this Agreement.

57. **No exclusivity:** The Agency may obtain similar services from other parties and the Contractor may provide similar services to other parties.
58. **Entire agreement:** This Agreement and the documents and materials referred to in this Agreement contain the entire agreement between the parties. No change or waiver under this Agreement will be binding unless it is in writing and signed by the party that is bound by it.
59. **Applicable law:** This Agreement will be construed in accordance with and governed by the laws of Ontario, except where otherwise stated in this Agreement.
60. **Partial invalidity:** If any part of this Agreement is held invalid or unenforceable by any court or arbitrator, the remainder of this Agreement will not be affected, but will remain in full force.
61. **Interpretation:** All provisions of this Agreement creating obligations on either party will be considered to be covenants. This Agreement will be read with all changes of gender or number required by the context. Section and paragraph headings do not affect the interpretation of this Agreement. Time will be in all respects of the essence of this Agreement. The Services referred to in this Agreement may include the provision of goods.
62. **Waivers:** No supplement, amendment or waiver under this Agreement will be binding unless in writing and signed by the party to be bound by it and unless it expressly states that it supplements, amends or waives this Agreement. No waiver by a party of any provision of this Agreement will be considered a waiver of any other provision or a continuing waiver. No failure to enforce or insist upon any provision of this Agreement by either party will constitute a waiver of that provision on any future occasion.
63. **Assignment and subcontracting:** Neither party may assign or subcontract this Agreement or any interest in it or the rights and responsibilities under it without the prior written consent of the other. Subject to the foregoing, this Agreement will be binding upon and operate for the benefit of the parties and their successors and assigns.
64. **Change in control:** If the Contractor is a corporation, it will give notice to the Agency of any change in control of the Contractor. If the Contractor is a partnership, it will give notice to the Agency of any new partner or anyone ceasing to be a partner.
65. **Business interruption:** Neither party will be liable for any delay due to a business interruption because of a systems breakdown, natural disaster or other *force majeure*.

The Contractor will follow all directions of the Agency respecting provision of the Services during such delay.

66. **Notice:** Any notice under this Agreement may be given by personal delivery, by prepaid registered mail or by electronic mail to the addresses or numbers stated on page 1 of the Contract. In the case of the Agency the notice must be addressed to the Manager, Finance and Facilities. Either party may change its address for notice by a notice given under this paragraph.

A notice or other document sent by prepaid registered mail will be deemed to have been delivered on the fifth day after mailing unless there is a general interruption of mail services. No other notice or other document will be deemed to have been given or delivered until actually received.

Ordinary operational communications between the Contractor and the Agency may be addressed by the Contractor to the Reporting Officer.

67. **E-mails:** Any notice or statement by either party that is received by the other by e mail will be deemed to be a notice in writing.
68. **Signing this Agreement:** This Agreement may be signed by electronic signature.
69. **Status of this Agreement:** This Agreement replaces all previous contracts, arrangements and understandings for the Services between the parties. In the event of any conflict, this Agreement will have priority over any purchase order, order acknowledgment, receipt, standard terms of sale or services or similar document used by the Contractor, whether signed before or after this Agreement, unless it is signed by authorized signing officers of the Agency and states that it amends or supersedes this Agreement and specifically refers to this Agreement by date and as otherwise appropriate.
70. The Contractor and the Agency acknowledge that this Agreement is not being signed under any form of compulsion or duress and that the Contractor and the Agency have had an opportunity to obtain legal or other advice and to try to negotiate changes.

End of Schedule B

SCHEDULE C
PROPOSAL DOCUMENTS

List and attach any of the following or any other documents that are applicable:

- Request for Proposals by Agency dated *Select date*
- Proposal by the Contractor dated *Select date*
- Correspondence:
 - (a) *List Correspondence and date (i.e. Contractor email dated yyyy-mm-dd)*

End of Schedule C

SCHEDULE D

BANKING INFORMATION FORM



THE AGENCY
FOR CO-OPERATIVE
HOUSING

L'AGENCE
DES COOPÉRATIVES
D'HABITATION

Vendor Information

Accounts Payable Contact Information

Company Name	
Full Address	
Contact Name	
Phone Number	
Email address	
Email to receive EFT transaction confirmation	
Remittance Email	

Banking Information for Electronic Funds Transaction (EFT)

We prefer if you submit a void cheque to accounting@agency.coop

If you can't submit a void cheque, please fill out every field below:

Bank Name	
Bank Address	
Institution Number	
Transit Number	
Account Number	
Email to send EFT transaction confirmation	

The Agency processes invoice payments within 30 days of when the invoice was received. If you have any questions about invoice payment status, please contact Kim Bakir at accounting@agency.coop or 1-866-660-3140 ext 616

End of Schedule D

CONTRACTOR INITIALS:

AGENCY INITIALS:

SCHEDULE E
INFORMATION SECURITY POLICY

CONTRACTOR INITIALS:

AGENCY INITIALS:

THE AGENCY FOR CO-OPERATIVE HOUSING

POLICY MANUAL

DATE ISSUED:

September 2021

NUMBER:

3.6

REPLACING ISSUE OF:

October 2020

CROSS REFERENCE:

1.4.2 Ethical Conduct, 1.4.5 Sustainability
1.4.6 Risk Management,
1.5.2 IT Governance Group Charter,
2.4: Confidentiality and Access to Information, 2.5: Privacy,
3.1.2: Human Resources Policies and Procedures,
3.4: Records Management
3.5 Business Continuity and Disaster Recovery

REVIEW CYCLE:

1 Year

AUTHORITY:

Chief Executive Officer

DUE FOR NEXT REVIEW:

October 2022

SUBJECT:

Information Security

1. Introduction

The information the Agency holds and the systems that collect, process and share it are core assets, essential to the achievement of our mission. The purpose of this policy is to set out measures to ensure the continuing integrity, availability and confidentiality of the information we collect, process and hold. Those measures are risk-based, compliant with our legal and contractual obligations and aligned with our business strategies.

Effective security is a team effort requiring the participation and support of all Agency employees and of third parties who have access to the information we hold. To this end, the responsibilities of information users and administrators and the steps that each must take to secure the Agency's information and protect our information systems are set out below.

2. Application and Enforcement of This Policy

2.1 This policy applies to all employees, whether casual, temporary or permanent, independent contractors and any other persons with access to the Agency's information or acting in the Agency's name or on its behalf. It governs the use of all information and information systems owned, administered or used by the Agency in the course of delivering our services, whether located on premises or in the cloud, including mobile and stationary communication devices, copiers, printers, laptop and desktop computers, physical and virtual servers, networks, operating systems, software applications, on-line accounts and data storage media.

- 2.2 The Agency's agreements with independent contractors and service providers who require access to the Agency's systems will include a provision bringing this policy to their notice and requiring their compliance with it.
- 2.3 Any employee found to have violated this policy will be subject to disciplinary action up to and including termination of employment.

3. Personal and Confidential Information

Personal and confidential information originating with or entrusted to the Agency must be appropriately protected at all stages of its life cycle from creation or receipt to destruction. The Agency will achieve this through security measures effective for the medium holding the information, the persons who have access to it, the systems that process it and the methods by which it is transmitted. "Personal" and "confidential" are defined, respectively, in the Agency's Privacy Policy and Confidentiality and Access to Information Policy.

4. Information-Security Awareness

- 4.1 The Agency promotes information-security awareness among its employees through the orientation they receive when first hired, periodic training sessions, occasional discussions at staff meetings and periodic news items appearing on the Agency intranet and in staff newsletters.
- 4.2 All Agency employees and persons whose continuing services are retained through an employment agency must confirm each year that they have read and understand this policy.
- 4.3 We support the information-security awareness of our Board of Directors through annual cyber-risk reporting.

5. Security Clearances

- 5.1 All persons listed below who have access to the Agency's information systems or physical locations containing CMHC Information that is deemed personal or confidential must have a federal-government security clearance at the level required by CMHC:
 - Agency employees
 - persons providing services to the Agency through a temporary employment agency
 - independent contractors
 - employees or agents of Agency suppliers
 - employees or agents of sub-contractors to Agency suppliers

“CMHC Information” is defined in the Agency’s service agreement with CMHC.

6. Physical Security

- 6.1 Access to Agency premises is physically restricted at all times to those who need access for work purposes. Visitors may enter only after identifying themselves.
- 6.2 Agency employees and all other persons accessing Agency records from outside an Agency office must secure their workspace or home office as required to ensure that other persons do not have access to Agency records.
- 6.3 The Agency’s CHAIS and web servers are housed at a third-party server farm located in an appropriately secured facility. Access to the facility is strictly limited and only authorized persons have access to the Agency’s servers.
- 6.4 To prevent tampering, reconfiguration, theft and other unauthorized activity, servers and other devices supporting the Agency’s computer networks and communications systems are physically secured in areas accessed only by authorized persons. This policy does not apply to wireless network routers, personal communication devices and personal computers used for production purposes or for development or testing purposes. Appropriate systems and procedures are used to protect the computing environment in the secured area.
- 6.5 Shared laptops are kept in a secured location when not in use. Laptop and tablet computers taken outside the Agency office must be equipped with passwords and privacy filters restricting screen visibility and must not be left unattended in unlocked rooms, vehicles or any public place.
- 6.6 Agency computing devices are for the use of employees and authorized contractors only and may not be made available for use by friends, family members or other unauthorized persons.
- 6.7 An inventory of all electronic-data-processing and communications hardware of material value is maintained and updated any time equipment is added, moved or decommissioned.

7. Paper Records

- 7.1 Employees are asked to remove all personal or confidential information from their desktops and other work surfaces before leaving for the day.
- 7.2 When printing sensitive or confidential information, the user must promptly retrieve the document from the printer. If a printer, copier, or fax machine malfunctions when printing such information, the user who initiated the process must stay by the machine until all copies of the information have been removed, the printing job is cancelled and data held in the machine have been cleared.

- 7.3 All paper copies of personal or confidential information must be shredded when no longer required for business purposes.
- 7.4 Unless permission from the copyright owner is obtained, making multiple copies of material from magazines, journals, newsletters and other publications is forbidden.

8. Information-System Access Rights

- 8.1 Each system user receives a unique username that accompanies them as they move through the organization and is permanently decommissioned when they leave the Agency. Usernames are linked to particular individuals and are not associated with system devices, Agency divisions or job titles. Recycling of usernames is not permitted, except where a former user resumes working with the Agency.
- 8.2 Access rights are to be revoked without delay upon a system user's ceasing to be employed by or associated with the Agency.
- 8.3 System-access rights are controlled through system-user groups. The Director, Information Services determines the composition and access rights of each user group, following guidance provided by the IT Governance Group.
- 8.4 Agency employees receive access rights according to the position they hold and the system-user group or groups to which that position is assigned. Their access rights remain in place until their position changes or they cease to work for the Agency. The Team Leader, Human Resources and Administration is responsible for promptly advising the Agency's IT managed-services provider and SharePoint administrator when an employee's access rights are to be assigned, changed or revoked.
- 8.5 From time to time, Agency staff members may be asked to undertake special projects or assignments that require further access rights. When this happens, the employee's supervisor may authorize a change in access rights for a specified limited period by notifying the Team Leader, Human Resources and Administration, who will arrange for the further access rights to be granted. The extended access privileges remain in effect until the earlier of the end of the specified period or the time the supervisor confirms that they are no longer needed.
- 8.6 Access rights are assigned to independent contractors and other short-term or occasional system users according to the nature of the work they have been engaged to perform for the Agency. Such users will be accorded the minimum access rights required to perform their services effectively. Their access rights will remain in place until the earlier of the date their contract for services ends or the date they have completed their assignment with the Agency. The manager they report to is responsible for arranging for termination of their access rights.

- 8.7 All third parties granted regular or repeated access to one or more Agency information systems must sign a contract that includes the requirement to keep confidential any personal or confidential information they may learn about CMHC, the Agency, its clients or their members unless legally required or authorized by management to disclose it.
- 8.8 Not less often than every six months, the Director, Information Services or their delegate will review a list of all system users with active rights and confirm that they continue to require access to the Agency's information systems.

9. Passwords

- 9.1 Passwords are an important element of information-system security, forming the first line of defence for user accounts. For this reason, everyone with access to Agency systems must select and secure their passwords as described below.
- 9.2 Users are responsible for all activity that takes place under their usernames and passwords. Passwords must not be shared with anyone, including administrative staff, supervisors and information-system technicians. A user needing to give another person access to their user profile for maintenance or support purposes or for another legitimate reason should change their password as soon as the other person no longer needs access. System users must immediately change passwords that they suspect have been discovered or used by another person.
- 9.3 Whether or not a smart phone or other mobile device is Agency equipment, it must be protected by a password that meets the standard described below if it connects with the Agency's MS Exchange application, which holds e-mail, calendars and contacts.
- 9.4 Agency users are expected to choose hard-to-guess passwords for mobile devices, CHAIS and access to the Agency's networks. The Director, Information Services will from time-to-time update the Agency's password requirements based on cybersecurity best practices. These requirements will specify the number and type of characters needed, avoidance of words from the dictionary and how frequently passwords must be changed. Users may not recycle their chosen passwords nor use the same password for Agency accounts as for non-Agency accounts.
- 9.5 Passwords may not be stored in computer files, such as logon scripts or computer programs, unless encrypted with software authorized for use by management. Passwords must not be written down unless they are concealed or are physically secured, in, for example, a locked drawer. Any password provided by a hardware or software vendor must be changed before the system to which it gives access may be used for Agency business activities.
- 9.6 A system user who forgets their password must ask the Database Administrator for CHAIS passwords, or the Agency's IT managed-services provider for network

passwords, to reset it. User passwords will not be reset if the identity of the person making the request is in doubt.

10. Entitlements and Responsibilities of Information System Users

- 10.1 Employees may make reasonable personal use of the Agency's information systems and technology, provided that in so doing they do not add to the Agency's costs, interfere with employee productivity, break a law, or pre-empt any Agency activity. Because Agency computers, networks and other devices are provided for business purposes, system users should have no expectation that the information they store in or send through these systems is private.
- 10.2 Without the express approval of the Director, Information Services, system users are prohibited from using any hardware or software that monitors traffic on an Agency network or activity on an Agency computer.
- 10.3 For security and network-maintenance purposes, authorized individuals, including the Agency's IT managed-services provider, may monitor systems and network traffic at any time.
- 10.4 Unless specifically authorized by the Director, Information Services, Agency system users may not acquire, possess or use hardware or software tools that could serve to evaluate or compromise the security of the Agency's information systems, including tools that defeat software copy protection, discover passwords or identify security vulnerabilities.
- 10.5 Agency employees have access rights that allow them to install software applications and updates on their desktop and laptop computers without special permission, provided there is no associated cost. The Agency's IT managed-services provider is responsible for automating all possible application updates and for ensuring that all employee computers have adequate virus protection software that will automatically scan files before they are downloaded or executed. Agency employees are nonetheless expected to use caution and their best judgement when downloading software, software updates or any other data files from the Internet. At least once a year, the Director, Information Services or their designate will conduct or cause to be conducted a review of all applications installed on employee profiles.
- 10.6 Management reserves the right to monitor, inspect or search any and all Agency information systems at any time. This examination may take place with or without the consent, presence or knowledge of the system users concerned. Systems subject to such examination include, but are not limited to, mobile devices, e-mail-system files, hard-drive files on personal computers, voicemail files, printer-spool files and fax-machine files. No such search may be conducted before management approval has been obtained. Management will cause to be removed any material or device discovered on the system that it deems offensive or potentially illegal.

- 10.7 To meet the requirements of the Business Continuity and Disaster Recovery Plan, the Agency requires every employee to have a virtual private network (VPN) installed on their home computer. This software provides the employee with secure communication with the Agency's IT network. The Agency's IT managed-services provider will install the software, accessing the employee's home computer remotely to do so. Any employee having technical difficulties with accessing the Agency systems from home should report them for immediate attention to the Agency's IT managed-services provider no later than the next business day.

11. Security of Electronic Application and Data Files

- 11.1 Electronic application and data files are backed up regularly, in accordance with the schedule set out in the Disaster Recovery Plan. They are further protected through the storage of backups in multiple locations. Backup files, chosen at random, are tested at intervals determined by the Director, Information Services or their designate to ensure that data can be successfully restored.
- 11.2 Electronic information is further protected through the encryption of laptop hard drives and removable media and the configuration of server hard drives to ensure that the failure of a drive will not result in the corruption or loss of data files.
- 11.3 To ensure that all electronic records are backed up and protected in the event of theft or loss of personal computing devices, users must not store files on local hard drives. Agency laptops must be configured to synchronize regularly with the Agency's network.
- 11.4 Remote users must have up-to-date antivirus software on any computing device they use to access the Agency's systems.
- 11.5 Employees may store reasonable amounts of personal data (e.g., e-mail contacts, photographs) on Agency equipment, but must understand that the Agency is not obligated to back up such data or otherwise ensure their integrity or guarantee their confidentiality. When an individual's employment at the Agency concludes, the Agency will make a reasonable effort to return any personal data that we are advised has been stored on our system, provided that doing so does not put the Agency at risk or to undue expense.

12. Digital Signatures

- 12.1 To reduce the volume of paper used, the Agency permits the use of digital signatures on such financially and legally binding documents as accounts-payable requests, employee expense claims, supplier contracts and Agency short- and long-form contracts.
- 12.2 Electronic signatures must be affixed using a digital certificate that allows the user profile of the signatory to be traced (e.g., from Adobe Acrobat Pro or DocuSign).

13. Network Security

- 13.1 All Agency desktop computers, laptops and mobile devices must be equipped with an access-control system so configured that, after a period without activity, system access is discontinued and may only be re-established if the correct password is re-entered.
- 13.2 All in-bound connections to Agency computers from external networks must be established through a virtual private network (VPN) or equivalent means of authenticated, encrypted network access, such as an HTTPS connection with Agency domain log-in credentials. It is the responsibility of system users with Agency network-access privileges to ensure that unauthorized users do not enter the Agency's internal networks. When using VPN technology with personal equipment, users must understand that their machines are, in fact, an extension of the Agency's network, and, as such, must be configured to comply with this policy.
- 13.3 The Agency protects the integrity of its networks through an appropriate system of firewalls and intrusion-detection systems to protect against the risks posed by the Internet or other means of connecting to or from outside networks. These firewalls and intrusion-detection systems are consistently maintained and regularly upgraded to the highest standard that can be achieved at a manageable cost.
- 13.4 The Agency installs, maintains and regularly updates effective anti-spam and virus- and malware-protection software on all Agency computers. Users may not disable any such software or abort automatic updating processes.
- 13.5 Agency computers or networks may be connected to third-party computers or networks only if the combined system will meet the Agency's security requirements. Connections to the Internet through the Agency's firewalls are understood to be secure.

14. CH AIS Security

- 14.1 Access to CH AIS by external users is restricted to specific user types, most of them with limited or no ability to modify particular data or undertake any other action, apart from viewing authorized documents.
- 14.2 Where the ability to enter or modify data is required for a CH AIS account using shared credentials, an additional authentication method is used to ensure that access is limited to authorized individuals. This does not apply to CMHC users.
- 14.3 Usernames and passwords that give clients and other external stakeholders limited access to CH AIS are supplied by the Agency to ensure that they confer an acceptable level of security.

15. **Agency Online Accounts**

- 15.1 “Agency online accounts” are Internet-based electronic accounts that third parties may arrange for the Agency for various commercial purposes (e.g., to manage such digital assets as websites or SSL certificates, to access technical or customer support, to view and pay invoices, or to request such services as courier pick-up). The Agency will maintain a central registry of all online-account credentials, accessible to information-technology, information-systems and human-resources staff.
- 15.2 Where online accounts must be associated with an e-mail address, the Agency will use an agency.coop e-mail address created specifically for that purpose (e.g., itsupport@agency.coop), rather than an e-mail address associated with a named staff member.
- 15.3 An employee’s access to all Agency online accounts is disabled on their departure from the Agency and during any unpaid leaves of absence. If multiple employees share the same login access to the account, the password must be changed when an employee’s access is discontinued.
- 15.4 Where supported by the service provider, information access and administrative privileges for specific Agency online accounts may be restricted to those employees who require access for their work.

16. **Electronic Mail**

- 16.1 Agency electronic mail accounts are for specific individuals and must not be shared, except as permitted under this policy.
- 16.2 When a frontline staff member takes a leave of any kind or expects to be unable to check their messages for more than a brief period, they are expected to refer clients to their assigned Agency partner, their supervisor or the regional administrative assistant, who will redirect the message to the person who can deliver the service requested.
- 16.3 At their discretion, Agency managers may give their administrative assistants access to their Agency e-mail accounts.
- 16.4 Administrative employees have access to the electronic calendars of designated staff members, enabling them to schedule meetings and refer matters appropriately.
- 16.5 All inbound and outbound e-mail messages are captured in an archival system that retains them indefinitely.
- 16.6 System users must practise extreme caution in opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, Trojan-horse

code or other malware. Users are encouraged to check the sender e-mail address and, as necessary, seek advice before opening any doubtful message.

- 16.7 To avoid falling prey to phishing scams, system users must not act on any request proposing financial transactions or seeking confidential information, whatever the e-mail address the request comes from, but must instead forward it to the Agency's IT managed-services provider for verification.
- 16.8 System users must practice extreme caution in opening unfamiliar Web pages or clicking on Web-page links in e-mails from unfamiliar sources, which may contain viruses, Trojan-horse code or other malware.
- 16.9 Care should be taken when forwarding electronic mail to addresses either inside or outside the Agency. If an electronic message contains sensitive information, users must not forward it unless they know that the recipient is authorized to view the information or that the originator approves the forwarding.
- 16.10 According to their convenience, employees may obtain remote access to their Agency e-mail through Webmail or through either VMware, Remote Desktop Connection or a VPN terminal-services session. Employees may not maintain a local copy of their Agency e-mail system on a home computer or other non-Agency system.
- 16.11 Users' Agency electronic mail accounts are disabled on their departure from the Agency and during any unpaid leave of absence.

17. Wireless Devices

- 17.1 The Agency assists managerial employees in fulfilling the responsibilities of their position by issuing them with smartphones or other wireless devices or providing an allowance to cover the cost of a suitable employee-owned device. Such devices must be properly decommissioned.

18. Security Incident Identification, Response and Reporting

- 18.1 An information-security breach has occurred if the confidentiality or integrity of Agency or CMHC information has been compromised due to unauthorized access, acquisition, modification, use, or disclosure. Agency employees, contractors and service providers who have reasonable cause to believe that an information-security breach related to confidentiality may have occurred must report the incident to the Agency's Privacy Officer. Agency employees, contractors and service providers who have reasonable cause to believe that an actual or attempted information-security breach related to information integrity may have occurred must report the incident to the Director, Information Services.

- 18.2 Any report of a potential information-security breach will be investigated to determine whether an actual breach has occurred. Appropriate actions will be taken to notify affected stakeholders and to mitigate and recover from the impacts of the breach. The Privacy Officer or Director, Information Services, as applicable, will be responsible for co-ordinating the investigation and response to the incident. In the event that a breach incident is ongoing (e.g., a user account has been compromised), one of the first priorities in the breach response will be to identify and resolve the circumstances allowing the unauthorized information access to occur.
- 18.3 The circumstances of and response to identified information-security breaches will be reported to the IT Governance Group. Depending on the nature and severity of the breach, the Agency's Board of Directors may also be informed.
- 18.4 Lessons learned from the occurrence of an information-security breach will be used to improve this policy and associated security processes and procedures.

End of Schedule E