

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Kevin Dickins, Deputy City Manager,
Social and Health Development

Subject: Single Source- Life Stabilization:
Electronic Document Management (EDM)

Date: September 21, 2021

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions **BE TAKEN**, with respect to Electronic Document Management (EDM) for Life Stabilization;

- a) A Change Order to the existing Single Source Master Services Agreement with Nimble Information Strategies Inc. (SS20-33) **BE APPROVED** as per Council Policy By-law No. A.-6151-17, Schedule C, Section 20.3, as amended, for a total funding amount of \$342,930 plus applicable taxes to digitize active Ontario Works files by December 31st, 2021;
- b) The attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of Tuesday, October 5, 2021:
 - i. **TO APPROVE** a Change Order to the Master Services Agreement with Nimble Information Strategies Inc. for Electronic Document Management Services and **TO AUTHORIZE** the Deputy City Manager, Social and Health Development to execute the Change Order;
- c) That Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this matter.

Executive Summary

Electronic Document Management (EDM) for Ontario Works (OW) is part of the Ministry of Children, Community and Social Services (MCCSS) Social Assistance reform mandate and Recovery and Renewal Strategy. Accelerated digital delivery solutions was one of the four key priorities identified in 2020 and part of the MCCSS Recovery and Renewal Strategy and continues to be at the forefront of Social Assistance modernization efforts.

In January 2021, City of London Life Stabilization implemented the EDM digital mailroom channel to enable client information to be stored directly into the provincial Social Assistance Management System (SAMS). Overall benefits of implementing EDM strategies and infrastructure include strengthening program integrity, enhanced program and information access usability, service system efficiencies and functional integration. A Single Source Master Services Agreement was established with Nimble Information Strategies Inc. to support the digital mailroom infrastructure in accordance with Council Policy By-law No. A.-6151-17, Schedule C, Section 14.4 (g). Ongoing annual costs for the digital mailroom are approximately \$25,050.00 plus applicable taxes and are built into the Life Stabilization operating budget, partially off-set by provincial subsidy.

City of London Life Stabilization is seeking approval to execute a Change Order for the existing Single Source Master Services Agreement with Nimble Information Strategies Inc. to digitize active client files by December 31st, 2021. The one-time cost is estimated at \$342,930 plus applicable taxes. Leveraging the existing provincial contract with Nimble Information Strategies Inc. enables the City of London to digitize files utilizing secure and existing infrastructure with established quality control standards and avoid incurring costs related to licensing fees. Additionally, digitizing client files will reduce the footprint of physical files and paper versions of client information.

Linkage to the Corporate Strategic Plan

Leading in Public Service

- The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.
- Londoners experience exceptional and valued customer service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

CPSC March 2nd, 2021: A New Provincial-Municipal Vision for Social Assistance

1.2 Provincial Mandate

The Electronic Document Management (EDM) model was developed as part of the Ministry of Children, Community and Social Services (MCCSS) Social Assistance Reform mandate. In fall 2020, the Recovery and Renewal Strategy (announced in response to COVID-19), identified accelerated digital delivery solutions as a key priority to fundamentally change the way services are delivered. Digital efficiencies and improving client access continue to be part of the province's plan to modernize and transform the delivery of Social Assistance. EDM is foundational for enhancing administrative efficiencies and process optimization through the digitization of paper into digital records to be accessible via the provincial Social Assistance Management System (SAMS). EDM for Ontario Works (OW) was co-designed in partnership with the City of Toronto Employment and Social Services (TESS) & Peel Region Social Supports. Implementation of a pilot digital mailroom began in December 2019 and has since expanded across 19 Consolidated Municipal Service Managers (CMSMs) and all ODSP offices. Along with the digital mailroom channel, many Ontario Works offices have expanded services to include client file digitization. EDM features for staff include the ability to view, download and update documents received through SAMS, upload 'digital-born' documents directly through SAMS and send messages including document attachments to MyBenefits users.

1.3 Local EDM Implementation

In January 2021, City of London Life Stabilization implemented the digital mailroom as the first phase of EDM-OW. This enables client mail to be digitized and uploaded into SAMS and provide Life Stabilization staff with the ability to view and action client information accordingly. The EDM-OW digital mailroom was established by leveraging the existing provincial contract with Nimble Information Strategies Inc. as a Single Source (SS20-33) contract within the \$50,000.00 threshold for Deputy City Manager approval. The Single Source approval was granted based on section 14.4(g) of the Corporation of the City of London Procurement of Goods and Services Policy:

- (g) It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body

Ongoing costs associated with the digital mailroom are accounted for in the Life Stabilization operating budget, partially off-set by provincial subsidy. The projected annual cost for the digital mailroom is \$25,050.00. Since implementing the digital mailroom in January 2021, 20,490 pieces of client information have been digitized in accordance with provincial and internal retention policies.

In addition to establishing the digital mailroom, City of London Life Stabilization also incorporated the MyBenefits two-way messaging feature into available EDM channels at the local level in March 2021. Two-way messaging is a secure, online messaging feature that integrates with MyBenefits and SAMS. Incorporating this feature allows staff and

clients to correspond without the use of email and affords the ability to send documents as required. Two-way messaging was piloted through a phased approach to 11 offices (including London) starting in December 2020 and implemented in all ODSP and Ontario Works offices by June 21, 2021. Costs associated with the MyBenefits platform and accompanying features, are 100% borne by MCCSS.

2.0 Discussion and Considerations

2.1 Provincial Electronic Document Management (EDM)

When the province implemented EDM for the Ontario Disability Support Program (ODSP) offices, Nimble Information Strategies Inc. was the successful proponent of the provincial RFP for the digitization of ODSP client files. Approval was granted to MCCSS by the Ontario Treasury Board, to expand the project to Ontario Works (OW) program using Nimble Information Strategies Inc. as the digitization vendor. By the City of London leveraging the provincial contract, it provides the opportunity to further modernize the delivery of Social Assistance, improve the overall client experience of Social Assistance recipients and expand administrative efficiencies. Additionally, by using Nimble Information Strategies Inc. the City of London will also experience savings through MCCSS covering the cost of OpenText end-user licensing fees in the amount of \$150 per user for approximately 200 staff, which totals \$30,000.00. MCCSS also absorbs costs and resourcing associated with the ongoing storage and maintenance of electronic records within OPSdocs (enterprise document storage). Contracting with a vendor other than Nimble Information Strategies Inc. would result in the City incurring costs to establish the infrastructure that would enable a vendor to communicate with the province's network and interface with the OpenText repository. These costs are not incurred by the City through an agreement with Nimble Information Strategies Inc. as the infrastructure is already in place. As well, by contracting with Nimble, the City is not responsible for the cost of any technical and administrative changes in the digitization process that might result from technology changes in the provincial Social Assistance Management System (SAMS) application.

2.2 Benefits of EDM for Ontario Works Offices

EDM-OW will reduce the amount of time spent on document management functions, and create opportunities for enhanced service delivery, redistribute time for active case management functions, and enable staff to make faster decisions so that Social Assistance recipients can receive timely supports and services. Below are five key categories identified by the MCCSS EDM project team summarizing the benefits of implementing EDM-OW:

Strengthen Program Integrity

- Incorporate automation of program rules for documents
- Document auditability and performance management
- Consolidation/Streamlining of document channels

Enhance Program Access and Usability

- Expanded service access and increase service channels
- Electronic access to Social Assistance recipient documents
- Improve Social Assistance recipient experience and outcomes

Service System Efficiencies

- Reduce paper handling, administrative work & misfiled records
- Increased focus on high impact client-centred activities
- Allow for real-time transfer of Social Assistance recipient document records
- Allows for cost avoidance, savings and time efficiencies
- Strengthens and automates records management processes

Functional Integration

- Deliver scalable and adaptable solution that supports future enterprise needs
- Allows for government service channel/benefits integration

Other opportunity benefits

- Renders obsolete the need for dedicated floor space at each location for document filing, resulting in reduced real estate costs or opportunity to repurpose office space.
- By repurposing on-site space to review and purge inactive files, cost savings related to off-site storage would be approximately \$32,000 annually.

2.3 Active File Digitization

The next phase of EDM-OW implementation for City of London Life Stabilization is to digitize active client physical files in order to house client information securely in SAMS and significantly reduce the footprint of physical files and paper versions of client information. Digitization of all current active files (approximately 8,500) is planned to take place between October-December 2021 as a one-time event. Digitization of re-activated files after December 31st will be part of ongoing EDM practices and an approach for non-active files will be determined in a later phase. Nimble Information Strategies Inc. will only invoice for the actual number of images digitized and a file thinning initiative is underway to ensure only documents that are required by provincial Directives and internal policies will be retained and digitized. Electronic record retention requirements comply with provincial Directives 2.1 (Application Process) and 11.1 (Delivery Standards) and the City of London Records Retention By-Law A.-7323-299 (S05 -Ontario Works Case Records).

Included in the attached as Appendix A is the schedule 1 Change Order document, that once signed, will initiate the file digitization process with Nimble Information Strategies Inc. This document outlines the rationale and description of the Change Order as well as a summary of the quality control process associated with file digitization. Details regarding the estimated number of documents per file and percentage of duplex pages are included within the scope of work, which assists with approximating the total number of digitized images per file that will be required. The scope of work also includes the following process related details:

- Nimble Information Strategies Inc. will be responsible to ensure all active files are packed, securely moved from City of London Life Stabilization locations, manifested, registered and received into the Nimble facility located in Markham Ontario.
- For all five (5) City of London Life Stabilization offices, historic master files for retention, as determined by the governing record series, will be scanned, indexed and retrievable by City of London staff in electronic format on or before **December 31, 2021** (unless all parties agreed to a change in date).
- Where possible services will align with the requirements of the MCCSS Records and Document Management Standard on MCCSS Records Digitization Process Guideline.
- Scanning and indexing will be completed as per the SA-EDM Scanning Guide.

The signed Change Order document (included in Appendix A) will be added as an addendum to the existing Master Services Agreement attached as Schedule 1 and Statement of Work attached as Schedule 2 to this report.

3.0 Financial Impact/Considerations

3.1 Costs Associated with Active File Digitization

Funding for the one-time cost of the Change Order to the existing Single Source Master Services Agreement with Nimble Information Strategies Inc. in the amount of \$342,930 plus applicable taxes is supported by the 2021 approved base budget for Life Stabilization. This expenditure is partially offset by provincial subsidy.

The Change Order cost is based on current caseload figures, as shown in the table below. Nimble Information Strategies Inc. will charge the City for actual number of images digitized, as mentioned in section 2.3, therefore the total cost may be subject to change. Since part of the total amount of the contract is based on an estimate of total images to be digitized, and the City will be charged based on the actual images digitized, a contingency of \$15,400 (5% on the image estimate) has been included in the total funding of \$342,930 for this project.

Ontario Works - City of London				
Master File Digitization	Case Files	Images	Cost Per Image	\$Cdn
Ontario Works - City of London	8,500	1,708,500	0.18	307,530
File Pack & Move Services - 5 Locations				20,000
Total				327,530
Contingency of 5% on image estimate				15,400
Total with Contingency				342,930

Conclusion

As part of MCCSS Social Assistance Reform as well as the Recovery and Renewal Strategy, digital delivery solutions are key elements of service delivery modernization and enhancing system efficiencies. City of London Life Stabilization recognizes the benefits associated with modernizing service delivery approaches and ensuring the infrastructure is in place to support the rapid pace of change. Digitizing current active client files will enable information to be stored in and retrieved from SAMS. Additionally, digitizing files will significantly reduce the reliance on in-office physical files and paper documents. It also provides improved security for storage of information and streamlines the process for staff to access documents. Ultimately the purpose is to design systems and service delivery approaches to ensure clients have access to services and receive supports they require. By modernizing digital infrastructure and reducing time spent on administrative processes, more time can be dedicated to working with clients, providing individualized life stabilization and employment supports.

Prepared by: Amanda Circelli, Manager-Evaluation & Systems Planning
Submitted by: Shirley Glover, Director- Life Stabilization
Recommended by: Kevin Dickins, Deputy City Manager
Social & Health Development

Appendix A

Bill No.

By-law No.

A By-law to approve a Change Order to the Master Services Agreement between Nimble Information Strategies Inc. and The Corporation of the City of London.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS The Corporation of the City of London (“City”) is a delivery agent designated by the Minister of Children, Community and Social Services to administer the *Ontario Works Act, 1997*;

AND WHEREAS the Ministry, as part of the Social Assistance Modernization Strategy, has implemented Electronic Document Management;

AND WHEREAS the City and Nimble Information Strategies Inc. entered into a Master Services Agreement on December 21, 2020 (“Master Services Agreement”) with respect to Electronic Document Management;

AND WHEREAS it is deemed expedient for the City to amend the Master Services Agreement by executing a Change Order;

AND WHEREAS it is appropriate to authorize the Deputy City Manager, Social and Health Development to execute the Change Order on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Change Order (attached as Schedule 1 to this By-law), which amends the Master Services Agreement, is authorized and approved.
2. The Deputy City Manager, Social and Health Development is authorized to execute the Change Order authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –



Change Order

Change Order Identification																																						
Name	City of London Life Stabilization		ID #																																			
Date Change Order Submitted	08/30/2021	Priority	(Low/Moderate/High/Critical)																																			
Date Last Updated		Impact	(Low/Moderate/High)																																			
Description & Rationale																																						
<p>Prepared by the person requesting the change. Brief description of the change. Why is this change needed (specific numbers if possible)? What will be the impact if the change is not implemented?</p> <p>City of London Life Stabilization has approximately 8,500 client master files that require digitization prior to December 31, 2021. It is estimated that each client master file folder contains approximately 175 physical pages with 15% of the 175 pages being duplex (double-sided). Therefore, each physical client file folder will generate approximately 201 images. The client master file digitization was not included in the initial Statement of Work. The change is being implemented to support increased efficiencies for document management and access within SAMS. Additionally, digitization of active files aims to enhance information security and align with provincial modernization priorities.</p> <p>Scope:</p> <ul style="list-style-type: none"> Nimble Information Strategies Inc. will be responsible to ensure all active files are packed, securely moved from City of London Life Stabilizations locations, manifested, registered and received into the Nimble facility located in Markham Ontario. For 5 City of London Life Stabilization offices (identified below), on or before December 31, 2021 (unless all parties agreed to a change in date) all historic master files for retention, as determined by the governing record series, will be scanned, indexed and retrievable by City of London staff in electronic format. <ul style="list-style-type: none"> Citi Plaza: 355 Wellington Street, Suite 248 London East: 1-1835 Dundas Street. Northland Mall: 107-1275 Highbury Ave. South London Community Centre: 1119 Jana Boulevard Westmount Shopping Centre: 785 Wonderland Rd. South Where possible Services will align with the requirements of the MCCSS Records and Document Management Standard on MCCSS Records Digitization Process Guideline. Scanning and indexing will be completed as per the SA-EDM Scanning Guide. <table border="1"> <thead> <tr> <th colspan="5">Ontario Works - City of London</th> </tr> <tr> <th>Master File Digitization</th> <th>Case Files</th> <th>Images</th> <th>Cost Per Image</th> <th>\$Cdn</th> </tr> </thead> <tbody> <tr> <td>Ontario Works - City of London</td> <td>8,500</td> <td>1,708,500</td> <td>0.18</td> <td>307,530</td> </tr> <tr> <td>File Pack & Move Services - 5 Locations</td> <td></td> <td></td> <td></td> <td>20,000</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td>327,530</td> </tr> <tr> <td>Contingency of 5% on image estimate</td> <td></td> <td></td> <td></td> <td>15,400</td> </tr> <tr> <td>Total with Contingency</td> <td></td> <td></td> <td></td> <td>342,930</td> </tr> </tbody> </table>				Ontario Works - City of London					Master File Digitization	Case Files	Images	Cost Per Image	\$Cdn	Ontario Works - City of London	8,500	1,708,500	0.18	307,530	File Pack & Move Services - 5 Locations				20,000	Total				327,530	Contingency of 5% on image estimate				15,400	Total with Contingency				342,930
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Assessment																																						
<p>Prepared by the project team. List the project areas/tasks that will be affected by the change, the resulting benefit, as well as the impact on the schedule and budget.</p>																																						

Areas Affected	Benefits	Schedule Impact	Budget Impact
Active Client Master Files	<ul style="list-style-type: none"> • File content in digital format, loaded to provincial OPSDocs system. • Improved control and access for client information. • Reduce physical file storage footprint and reliance on paper documents. 	Digitization needs to be completed on or before Dec.31, 2021	\$342,930.00

Recommendations

Describe the options that have been considered. Explain pros and cons of various implementation strategies. Make a recommendation as to how this change could be implemented.

As per section 10.1(3) of the Master Services Agreement, authorized changes will be attached to the applicable Schedule and shall form part of the Master Services Agreement as if originally set out in the agreement and will have effect accordingly. The signed Change Order Request will be added as an addendum to the existing Statement of Work. The client master file digitization program will be implemented upon acceptance of this Change Request Form. The draft plan to support the digitization timeline is under review by Nimble Information Strategies Inc. The backfile (digitization of client files) will provide risk mitigation to the City of London OW offices and client information will be readily available to City of London Life Stabilization staff within SAMS.

Acceptance & Sign-Off

Identify the decision-making body that will approve/reject this change.

Approved as Requested
 Approved with Changes
 Rejected

Prepared By:
Amanda Circelli
Manager, Evaluation &
Systems Planning

Approved By:
Kevin Dickins
Deputy City Manager,
Social and Health
Development

Signature _____ Date _____

Comments

Quality Control Process

The following quality control process, outlined in this appendix, apply to the City of London Client Master File Digitization.

Nimble will provide the following services in support of quality control requirements

Receipt Controls (100% of Batches)

Note: Digital Day 1 document images originate from the OW office and are forwarded to Nimble via SFTP.

- Tag all grouped Documents with a Package Tracking ID
- Ensure all documents have a unique ID
- Batch documents in groups of 200 (or less) and Tag All Batches with Nimble Tracking ID
- Flag exceptions and route to exception handling process

Receipt Controls (Emails): (100% of Batches)

- Tag all Emails with a Unique Package Tracking ID
- Ensure all emails received have a unique ID
- Tag all attachments received with a unique document ID
- Batch Emails in groups of 200 and Tag All Batches with Nimble Tracking ID
- Flag exceptions and route to exception handling process

Receipt Review Controls: (Conducted during project start up)

- Verify Package IDs and Nimble Batch IDs are present
- Verify receipt counts match physical counts
- Verify Junk items to confirm they are sorted correctly

Manifest Registration Controls: (As Required)

- Log all charts/folders in box and verify against client manifest (If provided)
- Verify if chart/record demographic data is present in Master Data
- Flag exceptions and route to exception handling process
- Generate Header barcodes (if applicable)

Prep Review Controls: (Conducted during project start up)

- Verify Package IDs and Nimble Batch IDs are present
- Ensure correct barcoded header page is inserted (if applicable)
- Ensure Records properly prepared for scanning

Scanning Controls:

Electronic Document Import Controls: (100% of Batches)

- Electronic documents are imported and assigned a unique batch ID and Nimble Tracking ID
- 100% of all electronic documents received are logged into a tracking database
- 100% of all electronic documents are run through Antivirus software
 - Documents failing virus or malware checks are removed and quarantined
 - Document tracking up updated with results
- Images normalization processes convert non-standard documents to TIF format to facilitate data extraction processing
 - Exceptions are removed from the normalization process and logged
 - Exceptions are loaded to the Exception portal for review
- Where possible Document clean-up is performed on the TIF images to maximize data classification
 - Image border removal
 - Image de-skewing
 - Image de-speckling

QC Scan Controls: (100% of Batches)

Classification Controls: (100% of Batches)

- All images and packages within a batch are processed
- Exceptions are flagged and identified based on exception processing guidelines
 - Exceptions are loaded to Exception portal for customer review

Verification \ Index Controls: (100% of Batches)

- Level 1 indexes are verified against Master data (if available)
- Level 1 indexes are verified based on business rules (i.e. MOD 10)
- Form ID entries validated against Master Form ID table
- Document Date entries are formatted to correct regional setting

- Manifest (if available) is validated against chart \folder level indexing
- Exceptions are flagged and identified based on exception processing guidelines
 - Exceptions are loaded to Exception portal for customer review

Quality Assurance Controls: (Statistically relevant sampling of a percentage of files)

- Application controls prohibit more than 1 user accessing a batch at once
- Quality Assurance Acceptance Levels:
 - Package ID: 100% accurate
 - Level 1 Index: 100% accurate
 - Structured Form ID document identification: 99.9% accurate
 - Unstructured document identification: 90%
 - Secondary Metadata Elements: 92-94% accurate
 - Non-OCR Data entry capture: 80% accurate

Post Process Export Controls: (100% of Batches)

- Box is electronically checked to ensure the following;
 - All fields are populated and contain valid data
 - All chart \records in batch indexed that are manifested
 - All chart \records and accounts exist in Master Data
 - All Document Types exist in Master form id table
 - All images can be opened

Post Upload Delivery Controls: (100% of Batches)

- 100% of batches received have been converted and uploaded to client
- 100% of charts \ folders in manifest have been converted and uploaded to client
- 100% of images created from output scripts have been uploaded to client

SmartCloud Archive Validation Controls: (if available)

- Closed loop validation of all images exported by Nimble confirming they have been imported into SmartCloud system.

Schedule 1

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT made in quadruplicate as of this 21st day of December 2020

BETWEEN:

The Corporation of the City of London
(Hereinafter referred to as the “CITY”)

OF THE FIRST PART

- and -

Nimble Information Strategies Inc.
(Hereinafter referred to as the “Vendor”)

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the CITY and the Vendor wish to enter into an Agreement for professional services; and

WHEREAS the CITY may wish to engage the Vendor on a non-exclusive basis from time to time throughout the Term of this Agreement to provide the CITY with professional services on the terms and conditions as set out herein; and

WHEREAS this Master Services Agreement has been entered into in accordance with The Corporation of the City of London Purchasing by-laws the required funding having been included in the approved operating budget;

IN CONSIDERATION OF the mutual covenants and other terms and conditions of this Agreement and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereby covenant, promise and agree each with the other as hereinafter set forth.

1 INTERPRETATION

1.1 References to Labeled Provisions

Each reference in this Agreement to a numbered or lettered “article”, “sub-article”, “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “sub-clause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Agreement.

1.2 Definitions

Throughout this Agreement, unless inconsistent with the subject matter or context:

“**Agreement**” means this Professional Services Agreement and the Schedules to this Agreement together with any written amendment to this Agreement;

“**Business Day**” means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario;

“**Business Hours**” means 8:30 a.m. to 4:30 p.m. on a Business Day;

“**Change Order Response**” has the meaning set out in subsection 10.1(b) of this Agreement;

“**Change Order Request**” has the meaning set out in subsection 10.1(a) of this Agreement;

“**Changes**” has the meaning set out in section 10.1 of this Agreement;

“**CITY**” means The Corporation of the City of London

“**Confidential Information**” means:

- (1) all information of a party to this Agreement that is of a proprietary or confidential nature, regardless of whether it is identified as proprietary or confidential or not, and whether recorded or not, however fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of the other party to this Agreement under this Agreement, including all information to be transmitted, stored or processed on any network or computer system;
- (2) any information that the CITY is obliged not to disclose pursuant to law or statute such as the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, or any other municipal, provincial and federal legislation;
- (3) any information that the CITY is required to keep confidential, including any information of third parties, such as but not limited to any suppliers of any products or services provided to the CITY;
- (4) all information relating to intellectual property rights including copyright, trade secrets, processes, formulae, techniques, plans and designs, computer programs, computer codes whether source code or object code, and all related documentation and financial information related hereto which is proprietary to or in the possession of a party to this Agreement, and that the other party to this Agreement may have access to for purposes of this Agreement;
- (5) any information comprising the databases of the CITY or the procedures and operational protocols and information relating to the operations of the CITY and that the Vendor may have access to for purposes of this Agreement;
- (6) all data, formulae, preliminary findings, and other Material developed in the performance of the Services.

“**Council**” means CITY Council;

“**Deliverables**” means any Deliverables defined in the applicable SOW;

“**Effective Date**” refers to the effective date of this Agreement or of any Statement of Work attached hereto by amendment, as appropriate.

“**Fixed Fee**” means the maximum fee expressly stipulated in any SOW, or any portions(s) of such fee, as the case may be, where such fee(s) is/are stipulated to be a fixed or flat price, cost ceiling or upset limit;

“**Material**” shall mean all information, negatives from original photography, computer software, data Material, sketches, plans, designs, notes, documents, memoranda, specifications or other items, whether in documentary or electronic form, gathered, assembled or prepared by the Vendor for the purpose of this Agreement;

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act*, provincial legislation that governs access to public information and the protection of Personal Information and privacy;

“**Personal Information**” means personal information as defined in ~~the~~ MFIPPA, PHIPA, and PIPEDA”;

“**Personnel**” with respect to either party, means the party’s employees, contract personnel, representatives, invitees, members, volunteers, officials and agents. In the case of the Vendor, it includes its directors, subcontractors, sub consultants, and third-party service providers.

“**PHIPA**” means the *Personal Health Information Protection Act*, 2004: provincial legislation that governs access to and the protection of Personal Information related to health services;

“**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act*, Federal privacy legislation passed in 2004 that protects Personal Information in the hands of private sector organizations and provides guidelines for the collection, use and disclosure of that information during commercial activity.

“**Project(s)**” shall mean the CITY’s ongoing and future projects relating to the Services as described in the Agreement and the applicable Statement of Work;

“**Services**” shall mean the professional services to be provided by the Vendor in connection with the Project, in accordance with the Agreement, including supply of all Deliverables to the CITY;

“**Statement of Work**” or “**SOW**” means the document that sets out in detail the Services to be provided by the Vendor and the remuneration for such Services in accordance with this Agreement and applicable Statement of Work. Each Statement of Work shall by amendment to this Agreement, become a schedule to this Agreement and shall be subject to all of its terms and conditions except as may be mutually and expressly agreed otherwise;

“**Term**” means the period of time from the Effective Date first above written up to an end date.

“**Transactional Price**” means, in respect of particular Services performed and/or particular Deliverables provided and subject to the Master Agreement, the amount set out in the Statement of Work which the Vendor may charge for particular Services performed and/or particular Deliverables provided, which amount is transactional and not fixed. The transactional pricing model is subject to change only through the

use and agreement via a Change Request. For certainty, the “Transactional Price Model”, as it relates to the particular Services performed and/or Deliverables provided, includes all labour and material costs, insurance costs, carriage and transportation costs, and other overhead, including any fees or other charges required by law; but excludes: (i) all applicable duties and taxes (including Harmonized Sales Tax (HST)).

1.3 **Headings**

Headings in this Agreement appear for convenience of reference only and shall not affect its construction or interpretation.

1.4 **Number, Gender, Person**

Unless inconsistent with the subject matter or context, in this Agreement:

- words importing gender shall include the masculine, feminine, and neutral genders;
- words importing the singular shall include the plural and vice versa; and
- words importing persons shall include individuals, consortia, partnerships, associations, trusts, municipal corporations, government agencies, unincorporated organizations and corporations and vice versa.

1.5 **Grammatical Variations**

Grammatical variations of any expressions defined in this Agreement shall have similar meanings to such defined expressions.

1.6 **Legislative Reference**

Any reference in this Agreement to all or any part of any statute, regulation, by-law or rule shall, unless otherwise stated, be a reference to that statute, regulation, by-law or rule or the relevant part thereof, as amended, replaced or re-enacted from time to time.

1.7 **Order of Precedence**

In the event of any conflict or inconsistency between the different parts of this Agreement which cannot be reasonably reconciled, the order of precedence shall be, in descending order of priority:

- (1) this Agreement, exclusive of the Schedules;
- (2) the Schedules to this Agreement;

2 SERVICES AND DELIVERABLES

2.1 The Vendor shall carry out the Services and shall submit each Deliverable, if Deliverables are identified, in accordance with the applicable Statement of Work and otherwise in accordance with this Agreement;

3 TIMING

3.1 The Vendor shall carry out the Services and shall submit each Deliverable in accordance with the Agreement.

3.2 Obligations Excused if No Reasonable Control

3.2(1). If either Party can provide evidence to the satisfaction of the other that its performance of any of its obligations under this Agreement is prevented by reason of any event or combination of events beyond its reasonable control, it shall be entitled to relief from performing each such obligation under this Agreement for such period as the event or combination of events continues to prevent performance.

Notice – Force majeure

3.2(2) Neither Party shall be entitled to claim relief in respect of any period during which it could have complied with any obligation (or any part thereof) by using its best endeavours to avoid, overcome or minimize wholly or partly the effects of the said event or combination of events.

Reasonable Endeavours – Force majeure

3.2(3) The Party prevented from performing any obligation under this Agreement in the circumstances contemplated in subparagraph (1) shall notify the other as soon as it becomes aware of the event. Each of the Parties shall use all reasonable endeavours to avoid, overcome or minimize wholly or partly the effect of any event referred to in subparagraph (1) upon the performance of its obligations under this Agreement.

4 VENDOR'S RESPONSIBILITIES AND RESOURCES

- 4.1 The Vendor shall be responsible for its own Personnel and for the Personnel of any subcontractors and third-party service providers.
- 4.2 The Vendor will ensure that its Personnel (including those of approved sub-contractors), when using any CITY buildings, premises, equipment, hardware or software comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software about which the CITY has informed the Vendor from time to time.
- 4.3 Except as provided in section 5.0 of this Agreement, the Vendor shall supply at its sole cost and expense all Personnel, equipment, accommodations and technical assistance necessary to perform the Services and to provide the Deliverables and shall be responsible for all overhead expenses in connection therewith.
- 4.4 All Personnel made available for performance of the Services by Vendor shall:
- (1) comply with the confidentiality requirements set out in this Agreement;
 - (2) shall be subject to the Vendor's confidentiality policies which are at least as stringent as those of the CITY.
- 4.4 The Vendor shall be solely responsible for any payments to be made to its Personnel, including every sub-contractor employed, engaged, or retained by it for the purpose of assisting Vendor in the performance of its obligations under this Agreement.
- 4.5 Vendor shall coordinate the services of its Personnel, including its sub-contractors, in a manner acceptable to the CITY, and ensure that they comply with all relevant requirements of this Agreement.
- 4.6 Subject to section 6.0, Indemnity, of this agreement, the Vendor shall be responsible for the action or inactions of its Personnel.
- 4.7 Security Check

- 4.7.1.1 The Vendor shall ensure that all Vendor Personnel assigned to perform services under this Agreement have a Reliability security clearance. The Vendor will designate a chief security officer as the contact for this purpose.
- 4.7.2 All Nimble facilities in Canada are certified Protected B Status from the Canadian Federal Government. Protect B Status confirms that all Nimble facilities, processes, networks and employees have been deemed security compliant in the handling and processing of highly confidential information. Further, all Nimble employees are Reliability background screened by the Federal Government prior to being hired.

5 CITY'S RESPONSIBILITIES

- 5.1 The CITY shall, subject to section 15.0 (Confidential Information), make available all data, drawings, plans and any other Materials in its possession that are relevant to the Services, at reasonable times, its Personnel for the purpose of any necessary consultation, including room and meeting booking support, required in the view of CITY Personnel, for the proper performance of the Services, but the CITY will not provide facilitation, secretarial or documentation maintenance support.
- 5.2 The CITY shall assign and identify its own Project team members and roles, with suitable business and technical expertise to facilitate efficient progress of the Services.
- 5.3 The CITY shall give due consideration to all plans, drawings, specifications, reports, proposals and other information provided by the Vendor and make its best efforts to arrive at any decisions which it is required to make in connection therewith so as not to delay the work of the Vendor.

6 INDEMNITY

- 6.1 The Vendor shall from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the CITY and any of its Personnel, successors and assigns from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever which may be brought against or made upon any of them and against any loss or damages suffered or incurred by the CITY arising from or relating to any physical injury, including death, or any loss of or damage to tangible property, caused by the Vendor, its Personnel or subcontractors or any entity for whom it is in law responsible, or arising from or relating to any statutory obligations of the Vendor inclusive of any damages arising from Vendor's breach.
- 6.2 The Vendor shall also fully defend, save harmless and indemnify the CITY and its Personnel from and against any loss or damages suffered or incurred by the CITY from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of the Services save and except that to the extent that any liability arising pursuant to this section the Vendor's liability to the CITY shall not exceed an amount equal to the total amount paid hereunder by the CITY to the Vendor and in no event shall the Vendor be liable to the CITY for any indirect or consequential damages. The limitation of liability in this Article 6.2 does not apply to any indemnities under this Agreement or to section 11.0 – Insurance, section 15- Confidentiality.
- 6.3 The Vendor hereby irrevocably and unconditionally releases the CITY and its Personnel, successors and assigns from any claims the Vendor may have against the CITY for any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages

suffered or incurred by the Vendor (including claims of third parties made through or against the Vendor) arising from the disclosure of Confidential Information under this Agreement or use thereof by the Vendor or its Personnel or otherwise in any way relating to Confidential Information, under any theory of liability, including (without limitation) any such claims resulting from the negligence or willful misconduct of those for whom the CITY is in law responsible.

- 6.4 Under no circumstances shall the CITY provide any indemnification
- 6.5 Nothing under this Agreement shall render the CITY responsible for any employment, benefit or termination liability (including those under or in connection with the *Workplace Safety and Insurance Act, 1997* or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the CITY for any reason whatsoever, the Vendor agrees to indemnify the CITY for such costs.

7 INTELLECTUAL PROPERTY INDEMNITY

- 7.1 Without limiting the generality of subsection 6.0 above, the Vendor shall well and truly save, keep harmless and fully indemnify the CITY, its Personnel and their respective successors and assigns, from and against all actions, claims, demands costs and expenses whatsoever which may be brought against or made upon them or any of them for (a) the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, Material, sketches, notes, documents, memoranda or computer software furnished by the Vendor in the performance of the Services; (b) disclosure or use by the Vendor and/or any of its Personnel or any person for which it is at law responsible, of Confidential Information contrary to MFIPPA or PHIPA, except to the extent authorized in writing by the CITY.
- 7.2 Section 6.0 (Indemnity), 7.0 (Intellectual Property Indemnity), 8.0 (Third Party Software) and 15.0 (Confidential Information) shall survive the expiry or other termination of this Agreement.

8 THIRD PARTY SOFTWARE

- 8.1 Where the CITY is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the CITY,
- (1) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
 - (2) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.
- 8.2 The Vendor shall fully defend, save harmless and indemnify the CITY from and against any loss or damages suffered by the CITY as a result of any failure by the Vendor and/or its Personnel or any of them to comply with the provisions hereof.
- 8.3 Should the Vendor include third party confidential proprietary information within the Deliverables, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the CITY without additional charges.

9 VENDOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1 The Vendor represents, warrants and covenants to the CITY (and acknowledges that the CITY is relying thereon) that the Services to be supplied under this Agreement will be in accordance with the CITY's requirements as set out herein.
- 9.2 The Vendor warrants, that to its knowledge, (i) no Councilor, official or employee of the CITY has any direct or indirect beneficial interest, whether financial or otherwise, in the Vendor or its subcontractors or suppliers or in their performance of the Services; and (ii) the Vendor is not engaged in any other projects nor is it providing services to any other client that would give rise to an actual or potential conflict of interest.
- 9.3 If a conflict of interest exists or arises pursuant to this section during the Term of this Agreement, the CITY may, at its discretion, suspend any Services being performed until the matter is resolved to the CITY's sole satisfaction or terminate this Agreement.

The Vendor acknowledges and agrees that it is responsible for becoming familiar with, and shall comply with, the CITY's Procurement of Goods and Services Policy, Schedule "C" to By-law No. A.-6151-17 and CITY policies respecting records retention (By-law A.-7323-299), routine disclosure, privacy protection, cyber security incident response plan, remote access, and secure cloud usage.

- 9.4 The Vendor acknowledges that there are no actions, claims, suits or proceedings pending or to its knowledge threatened against or adversely affecting it or any of its subcontractors in any court or before or by any federal, provincial, municipal or other government department, commission, board, bureau or agency, Canadian or Foreign, that might affect the Vendor's or its proposed subcontractor's financial condition or ability to perform and meet any and all duties, liabilities and obligations as may be required under this Agreement.

10 CHANGE CONTROL PROCEDURES AND DISPUTE RESOLUTION

- 10.1 Change Control: The CITY shall have the continuing right to request in writing that the Vendor makes or permit changes, modifications or enhancements to the Services described in this Agreement in accordance with the procedures hereinafter set out. Nothing in this section shall prevent any such request from being made as a result of a Change suggested by the Vendor.
- (1) To request a Change, the CITY will issue a written Change Order Request to the Vendor, in the form attached as Schedule "B" ("Change Order Request Form"), or the Vendor will send a Change Order Request to the CITY as the case may be, specifying the proposed Change and the purpose or objective sought with such proposed Change and supporting schedule of new rate Plans or other supporting details.
 - (2) Within ten (10) Business Days after the Change Order Request is received by the Vendor or presented to the CITY, as the case may be, the Vendor shall deliver to the CITY a written Change Order Response ("Change Order Response") which shall include, at a minimum, the following information:
 - (i) the reason for Change where the Vendor suggested the Change to the CITY;
 - (ii) the information for the Services, as specified by the CITY;
 - (iii) task definition and detailed of the services specifying how the proposed Change would be implemented;
 - (iv) any deliverables;
 - (v) performance schedule and the effect, if any, that such Change will have on the performance of the Vendor's obligations under the Services;

- (vi) any additional or reduced fees to the CITY that will result from the implementation of such Change and, if additional costs, the fee estimate on a fixed price basis; and
 - (vii) recommended action.
 - (3) If the Change Order Response is acceptable to the CITY and if the approval of the Managing Director, Housing, Social Services & Dearness Home, a standing committee or CITY Council is not required, the CITY will provide an executed Change Order (“Change Order”) to the Change Order Response to authorize the making of the Change and thereafter the Services shall be deemed to include the services described in such Change Order, provided that the CITY’s Managing Director, Housing, Social Services & Dearness Home identified in the applicable Schedule may provide written approval to the Change Order Response if it does not involve or result in any increase in the Transactional Fee. The CITY reserves the right to accept or reject any Change Order Response, in whole or in part, and, if dissatisfied with the Change Order Response received, the right to request a new one. Despite any other provision in this Agreement, Change Orders shall be deemed to be a duly authorized amendment to the applicable Schedule. Each Change Order shall be attached to the applicable Schedule and shall form part of this Agreement as if originally set out herein and have effect accordingly.
 - (4) Upon receipt of the Change Order, the Vendor will be authorized to commence the Change.
 - (5) Execution by the Parties of the process provided for in this section shall not be considered a force majeure event and, as a result, shall not excuse or absolve a Party from any delay in or failure of performance by it under this Agreement including any Schedule. Any claim by the Vendor for extension or reduction of time resulting from such changes or additions to any Services shall be considered by the CITY, and if the CITY allows such claim, in its sole discretion, this Agreement shall be adjusted by the CITY as at the time of the CITY ordering such change in accordance with the CITY’s policy.
- 10.2 Additional Statements of Work may be added to this Agreement only by Change Order, in which case, they shall be subject to the same terms and conditions as agreed to in this Agreement.
- 10.3 Dispute Resolution: Except where expressly excluded from the provisions of this section, the Parties shall endeavor to resolve any Dispute (other than a dispute with respect to the commencement of an action for injunctive relief or a declaration to restrain or prevent the improper use or misappropriation of Confidential Information) arising between the Parties. A Dispute shall be resolved by employing the procedures provided for below in this section.
- 10.4 All Disputes which may arise with respect to any matter governed by this Agreement shall, to the extent possible, be resolved by the CITY’s Project Manager and the Vendor’s Project Manager or any persons designated by them in writing to deal with any category of Dispute as soon as practicable and in any event within ten (10) Business Days of its referral to the Project Managers.
- 10.5 In the case of Disputes which may arise with respect to any matter relating to this Agreement, the following provisions shall apply:
- (1) If CITY’s Project Manager and the Vendor’s Project Manager, or the persons designated as their representatives, are unable to resolve a Dispute within ten (10) Business Days of its referral, either one of them can escalate the matter of the Dispute as designated by the respective Party. If these persons are unable to resolve a Dispute within a further five (5) Business Days, either one of them can escalate the matter further. The persons to whom

the dispute is further escalated shall make reasonable efforts to resolve the Dispute within fifteen (15) Business Days of its escalation. The Vendor shall ensure that its representatives have the necessary authority to resolve any Dispute on its behalf.

- (2) If the Parties are unable to resolve a Dispute in accordance with the provisions of section 10.0, then either the Vendor or the CITY may in writing request that CITY Council be requested to approve the submission of the Dispute to arbitration on terms acceptable to both Parties. Arbitration requires the consent of both Parties.

10.6 Subject to the terms of this Agreement, unless requested or otherwise agreed to by the CITY, the Vendor shall not stop or suspend its performance under this Agreement pending the resolution of any Dispute, as contemplated in this section 10. At any time prior to the resolution of a Dispute under sections 10.3, 10.4 and 10.5, above, the CITY may provide a written direction to the Vendor as to the manner in which to proceed while the resolution of the Dispute is pending and the Vendor shall proceed as directed.

11 INSURANCE

11.1 The Vendor agrees to purchase and maintain in force, at its own expense and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the CITY. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the CITY prior to the commencement of services:

- (1) Commercial general liability provided that the policy:
 - a) is in the amount of not less than 2 million dollars, per occurrence;
 - b) adds the CITY as an additional insured;
 - c) includes non-owned automobile liability, employer's liability and/or contingent employer's liability, and any other provision relevant to the services; and
 - d) includes a clause which will provide the CITY with thirty (30) days prior written notice of cancellation or material change in coverage.
- (2) Professional liability (errors and omissions) coverage provided that the policy:
 - a) is in the amount of not less than 2 million dollars; and
 - b) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period ending no sooner than two years after the termination or expiry of this Agreement, as the case may be.

- (3) Automobile liability insurance with a minimum limit of 2 million dollars for all owned or leased licensed motorized vehicles used in the performance of the Services.

11.2 It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor in the performance of the Services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor. At the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the CITY without notice or demand.

- 11.3 The Vendor is responsible for any loss or damage whatsoever to any of its' materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The Vendor shall have no claim against the CITY or the CITY's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the CITY
- 11.4 The limitations of liability in section 6.2 of this Agreement do not apply to this section 11.

12 RIGHTS OF OWNERSHIP AND USE

- 12.1 The Material shall become the sole property of the CITY, including all copyright therein, as it comes into existence, and the Vendor represents and warrants to the CITY that no other person shall own any copyright therein.
- 12.2 Following completion or other termination of the Services, the Vendor shall cause its Personnel to deliver to the CITY any or all of the Material, including copies and drafts, not previously delivered, and the CITY may use the Material for such purposes as it deems fit.
- 12.3 The Vendor represents and warrants that its Personnel have waived or shall waive any and all moral rights arising under the Copyright Act with respect to the Material as against all parties including the Vendor and the CITY and anyone claiming rights of any such nature from or through the CITY.

13 FEES AND BILLING

- 13.1 The Vendor shall not be entitled to payment of any kind for any Services it may perform unless such payment is expressly provided for in a SOW to this Agreement. Where the SOW provides for a Fixed Fee, the Vendor shall be obligated to perform the relevant task(s) comprising the Services and Deliverables called for by the SOW, subject to the acceptance procedures and any agreed upon changes set out in a change Order, for no greater payment than such Fixed Fee, regardless of whether the value of the time spent on the performance of the Services exceeds the Fixed Fee. No payment in excess of the amount set forth in a SOW to this Agreement shall be made without the prior authorization of the Council of the CITY or its authorized officer. Where such a Fixed Fee SOW specifies rates, whether hourly, daily or otherwise, such rates are for information only and shall have no effect on the Fixed Fee.
- 13.2 All SOWs in which payment for the Services is calculated on the basis of transactions and/or monthly costs and not by a Fixed Fee shall require the Vendor to meet regularly at times and places agreed upon by them to discuss the Services. Written status reports and written replies thereto will be submitted at times agreed upon by the Vendor, but no less than once a month.
- 13.3 Rates quoted in a SOW remain fixed unless provided for otherwise in the SOW. For work done pursuant to a transactions SOW, the Vendor will invoice the CITY for actual transactions completed and taxes. The Vendor will cease performing Services once the Fee estimate in a transactions SOW is reached, unless the parties agree in writing that the Vendor will continue to provide Services.
- 13.4 All fees and expenses for a transactions SOW will be invoiced bi-weekly. Invoices must be accompanied by a time sheet which sets out actual time spent, and a summary of the Services performed. Invoices will be submitted to:

Amanda Circelli
The Corporation of City of London
Social Services Citi Plaza
355 Wellington Street, Suite #248
PO Box 5045, London, N6A 4L6

- 13.5 No payment shall be made to the Vendor before this Agreement has been duly executed by both parties hereto.
- 13.6 When the Vendor submits an invoice, the relevant Purchase Order or Blanket Contract number, the CITY Project Manager's name and location, along with the approved Deliverables/milestones being invoiced, if applicable, and any separate document evidencing approval by the CITY of such Deliverables will be attached to the invoice.
- 13.7 Payment of invoices will be net thirty (30) days unless there is a dispute with respect to the amount billed.
- 13.8 The CITY shall not be obliged to make payment of any invoice as long as the Vendor has failed to provide any required supporting material or to rectify in a satisfactory manner any adverse departure from any performance standards applicable to any Services.
- 13.9 The Vendor shall supply the CITY with its H.S.T. registration number and evidence of H.S.T. payment to Canada Customs and Revenue Agency upon request of the CITY.
- 13.10 All SOWs shall be governed by this Master Services Agreement as if the terms and conditions hereof were set out at length therein. Each SOW shall be considered separate and distinct from any other SOWs that may be attached to this Agreement from time to time.

14 TERMINATION

- 14.1 Failure by the Vendor to perform its obligations under this Agreement, shall entitle the CITY to terminate this Agreement forthwith upon delivery of a Notice of Termination to the Vendor. Where the CITY does so, the Vendor shall have no claim of any kind against the CITY save for the payment of those Services, if any, that have been satisfactorily furnished by the Vendor up to the time of such notice of termination and that have not yet been paid by the CITY.
- 14.2 Upon giving the Vendor not less than ten (10) days' prior written notice, the CITY may, at any time and without cause, terminate this Agreement or cancel any of the Services to be performed under it but not then performed, in whole or in part, without liability, cost or penalty to itself, and without prejudice to any other rights or remedies under this Agreement or otherwise at law or in equity or by statute, provided that the Vendor shall be entitled to be paid for all Services properly performed up to the effective date of such termination or cancellation.
- 14.3 The CITY may terminate this Agreement without notice if:
- (a) the Vendor ceases to operate or carry on business as a going concern;
 - (b) the Vendor is unable or unwilling to pay its debts as they become due or defaults under any loan or other financial obligation or duty to any other person;
 - (c) the Vendor files a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law;
 - (d) the Vendor consents to an involuntary petition in bankruptcy or if a receiving order is given

- against it under the Bankruptcy and Insolvency Act or the comparable law of any other jurisdiction;
- (e) an order, judgment or decree is issued by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of the Vendor's assets.

14.4 The Vendor shall (a) have the right to terminate this Agreement on fourteen (14) Business Days' prior written notice should the CITY fail through no fault of the Vendor to perform substantially in accordance with the terms of this Agreement, unless such fault is rectified by the CITY within the said fourteen (14) Business Days 'notice period; (b) accept payment for Services performed to the date of termination, on the basis of the value thereof satisfactorily determined, in full satisfaction of any and all claims under this Agreement.

15 CONFIDENTIAL INFORMATION

- 15.1 The Vendor and its Personnel will treat as confidential all financial, statistical, Personnel, technical and general data related to the operations of the CITY, including (without restriction) any pertaining to third parties, which come to the attention of the Vendor in the course of carrying out the Services under this Agreement and any Schedule or Statement of Work, and which are not or do not subsequently become public knowledge through no fault of the Vendor, and will not disseminate same for any reason whatsoever without the express written permission of the CITY.
- 15.2 At the request of the CITY, the Vendor will sign a non-disclosure agreement and will require any Personnel to sign such agreement.
- 15.3 Despite the foregoing, the Vendor shall not be required to keep confidential any data which (i) is or becomes publicly available through no fault of the Vendor; (ii) is already rightfully in possession of the Vendor and not subject to any pre-existing obligation of confidentiality; (iii) is independently developed by the Vendor outside the scope of this Agreement; (iv) is rightfully obtained from third parties; or (v) is required to be disclosed by operation of law.
- 15.4 At the request of the CITY, or upon the expiry or cancellation of the Services or the termination of this Agreement, as the case may be, the Vendor agrees to
- (1) return to the CITY, no later than three (3) Business Days 'thereafter, all such data, and all written or descriptive matter, including but not limited to drawings, prints, descriptions or other papers, documents or any other Material which contains any Confidential Information, regardless of the media on which it is resident or stored and regardless of the form in which it may then appear, and including without limitation all such data and all written or descriptive matter, including but not limited to drawings, prints, descriptions or other papers, documents or any other Material which contains any Confidential Information, held by any of its Personnel, or partner, subcontractor or agent of the Vendor, and including all copies thereof;
 - (2) destroy all electronic versions of the CITY 's Confidential Information in its possession or in the possession of any of its Personnel, or in the possession of any of its partners, subcontractors or agents; and
 - (3) certify to the CITY that this has been done.
- 15.5 The Vendor acknowledges and agrees that, notwithstanding any other provision of this Agreement, the CITY shall have the right to terminate this Agreement immediately upon notice to the Vendor in the event of irregular or unlawful disclosure of Material or other Confidential Information by the

Vendor or any person for whom it is at law responsible.

- 15.6 Except to the extent genuinely necessary to permit the Vendor to abide by its obligations under this Agreement, the Vendor shall neither demand nor accept any Material or Confidential Information from CITY Personnel.
- 15.7 Upon completion or other termination of the Services, the Vendor shall ensure that (a) all written or descriptive matter, including but not limited to drawings, prints, descriptions or other papers, documents or any other Material which contains any Confidential Information is returned to the CITY; (b) all electronic versions of Confidential Information in its possession and/or that of its Personnel is destroyed; and (c) written confirmation that the requirements of this sub-article have been complied with is provided to the CITY's Evelina Skalski, Manager Records & Information Services promptly after being requested.
- 15.8 This section 15.0 is subject to MFIPPA and PHIPA and shall survive the termination or expiry of this Agreement.

16 WORKPLACE SAFETY AND INSURANCE ACT

- 16.1 The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.
- 16.2 The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the Term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the CITY is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the CITY every 90 days or upon expiry of the Certificate's validity period whichever comes first.
- 16.3 The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the Term of this agreement.

17 NOTICES

- 17.1 Any notice required or permitted to be given under this Agreement shall be delivered as follows to the contact below

(1) If to the CITY:

(a) The Corporation of the City of London
Social Services – Citi Plaza
355 Wellington Street, Suite 248 London, N6A 5R7

Attention: Amanda Circelli
Phone Number: 519.639.6572
E-mail: acircell@london.ca

Attention: Karen Flood
Phone Number: 519.661.2489 ext 5200

E-mail: kfflood@london.ca

(b) With a copy to I&T Contract Management

The Corporation of the City of London
201 Queens Ave - 3rd Floor
London, ON N6A 1J1

Attention: James McCloskey
Phone Number: 519-661-CITY (2489) Ext.7513
Email address: jmcclosk@london.ca

(2) If to the Vendor:
2820 14th Avenue Markham ON, Suite 100

Attention: Ron Webb – Director, Digital Solutions
Phone Number: (905)940-0190 Ext: 4217
E-mail address: rwebb@nimble.ca

17.2 Any notice delivered to the party to whom it is addressed as provided above under this section shall be deemed to have been given and received on the day it is delivered, provided that if that day is not a Business Day then the notice shall be deemed to have been given and received on the first Business Day next following that day.

18 GENERAL

18.1 This Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to its subject matter.

18.2 If one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement is declared invalid by the final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.

18.3 Accessibility Standards and Customer Service Training Requirements

Compliance of the vendor’s deliverables to the CITY’s Accessibility Policy and provisions of Accessibility for Ontarians with Disabilities Act, 2005 (as amended from time to time or superseded) (the “AODA”), and the Regulations thereunder with regard to the provision of its Deliverables or Services to persons with disabilities is addressed in each SOW.

18.4 All rights and remedies of either party for any breach of the other party’s obligations under this Agreement shall be cumulative and not exclusive or mutually exclusive alternatives, may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the non-breaching party under this Agreement or otherwise at law.

18.5 No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

19 ENUREMENT/ASSIGNMENT

- 19.1 This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and, subject to subsection 19.2 hereof, assigns only.
- 19.2 Neither party shall assign this Agreement or any interest in it without the prior written consent of the other, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Vendor, whether through the sale of shares, direct acquisition of assets or otherwise.

20 AUDIT

- 20.1 The Vendor shall, in accordance with Canadian generally accepted accounting practice, keep and make available only those accounts, books and Records, including timesheets, respecting the performance of the Services contemplated herein, for inspection and audit by the Treasurer or Auditor for the CITY or such person as either Treasurer or the Auditor shall authorize in writing, any of whom may make copies of such documents or take extracts from them subject to the Confidentiality provisions contained herein. The Vendor shall afford all facilities for such inspections and audits and shall furnish the Treasurer or the Auditor or their respective authorized representatives with all relevant information and such assistance and co-operation as she or he may from time to time require with reference to such accounts, books and Records. The Vendor shall not, without the prior written consent of the Treasurer, dispose of any accounts, books or Records referred to in this section 20.0, but shall preserve and keep the same available for inspection and audit at any time, with such obligation to continue after the expiry or termination of this Agreement for a period of two years.
- 20.2 This section 20.0 shall survive the termination or expiry of this Agreement.

21 NON-SOLICITATION

- 21.1 The Vendor shall not actively recruit for employment any member of the CITY's staff, but nothing herein shall prevent the Vendor from hiring or retaining at any time any such member who has responded to a public advertisement for such employment or engagement.
- 21.2 The CITY shall not actively recruit for employment any member of the Vendor's staff prior to the expiry of the provision of the last of the Services most recently supplied by such member, but nothing herein shall prevent the CITY from hiring or retaining at any time any such member who has responded to a public advertisement for such employment or engagement.
- 21.3 This section 21.0 shall survive the termination or expiry of this Agreement for a period of twelve months.

22 INDEPENDENT CONTRACTOR

- 22.1 The relationship of the CITY and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the CITY.

23 PUBLICITY

- 23.1 Subject to the provisions of this Agreement, neither party nor any of its affiliates, associates, third-

party service providers, and subcontractors, shall make any public announcement or release for publication any information in connection with this Agreement or its subject matter, without the prior written consent of the other which shall not be unreasonably withheld.

24 NON-EXCLUSIVITY

24.1 The Vendor acknowledges and agrees that the entering into of this Agreement by the CITY is not a guarantee or promise of exclusivity, and that the CITY in its discretion may arrange for performance of any Services by entities other than the Vendor.

25 COMPLIANCE WITH LAWS

25.1 The Vendor shall comply with all federal, provincial and municipal laws and regulations in performing all Services, including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable, and shall provide to the CITY, upon request, periodic reports confirming such compliance.

26 GOVERNING LAW

26.1 This Agreement shall be governed by the laws of the Province of Ontario, and of Canada. Any dispute arising out of this Agreement will be determined by a court of competent jurisdiction in the Province of Ontario unless otherwise agreed to in writing by the CITY.

27 COUNTERPARTS

27.1 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

28 SCHEDULES

28.1 The following schedules are attached to and form a part of this Agreement in the same manner and with the same effect as if they were included in the body hereof:

Schedule "A" – Change Order Request Form

Schedule "B" – Deliverable Acceptance Request Form

Schedule "C" - Notice of Acceptance of Deliverable Form

29 SECURITY

29.1 Right to Audit:

Upon the CITY's written request, to confirm Vendor compliance with this Agreement, as well as any applicable laws, regulations and industry standards, the Vendor grants the CITY or, upon the CITY's election, a third party on the CITY's behalf, permission to perform an assessment, audit, examination or review of all controls in the Vendor's physical and/or technical environment in relation to all personal information being handled and/or services being provided to the CITY pursuant to this Agreement. The Vendor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports personal information for the CITY pursuant to this Agreement. In addition, upon the CITY's written request, the Vendor shall

provide the CITY with the results of any audit by or on behalf of the Vendor performed that assesses the effectiveness of the Vendor's information security program as relevant to the security and confidentiality of personal information shared during the term of this Agreement.

Any audit requests by the CITY would have to be coordinated via Ross Magnaldo, Nimble COO. Further, if a third party is selected to perform an audit on behalf of the CITY, the third party will be obligated to sign a NDA prior to commencing with the audit

29.2 NOTIFICATION ABOUT SECURITY BREACHES:

(1) Vendor shall:

- (i) provide the CITY with the name and contact information for an employee of the Vendor who shall serve as the CITY's primary security contact and shall be available to assist the CITY in resolving obligations associated with a Security Breach;
- (ii) notify the CITY of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Vendor becomes aware of it; and
- (iii) notify the CITY of any Security Breaches by telephone at the following number: Christine Stacey, Manager Ontario Works Client Services 519.661.2489 ext 5839 and email to the CITY at cstacey@london.ca, and with a copy by e-mail to Vendor's primary business contact within the CITY.

(2) Immediately following the Vendor's notification to the CITY of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to fully cooperate with the CITY in the CITY's handling of the matter, including, without limitation:

- (i) assist with any investigation;
- (ii) provide the CITY with physical access to the facilities and operations affected;
- (iii) facilitate interviews with the Vendor's employees and others involved in the matter; and
- (iv) make available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by the CITY.

29.3 VULNERABILITY ASSESSMENTS

The CITY reserves the right to request the results of a vulnerability scan for the Vendor's production environment. Production environment is here defined as all systems that interact with the service contracted for herein including any systems that hold, process, or from which CITY data may be accessed. A vulnerability scan is defined as a scan by a network vulnerability scanner such as Nessus or ISS.

(1) Response Time to Vulnerabilities:

The Vendor agrees to provide, in a timely manner, proper treatment for known vulnerabilities that may impact the CITY's business.

(2) Privacy Impact Assessment:

Upon the CITY's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, the Vendor shall promptly and accurately complete a written privacy impact questionnaire provided by the CITY or a third party on the CITY's behalf regarding Vendor's business practices and information technology environment in relation to all personal information being handled and/or services being provided by the Vendor to the CITY pursuant to this Agreement. The Vendor shall fully cooperate with such inquiries. The CITY shall treat the information provided by Vendor in the security questionnaire as Vendor's Confidential Information.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper signing officers in that behalf duly authorized.

THE CORPORATION OF THE CITY OF LONDON

VENDOR

Signature: 
Name: Kevin Dickins
Title: Acting Managing Director Housing, Social Services and Deerness Home

DocuSigned by:

Name: Michael Thompson
Title: Chief Executive Officer

Signature: _____
Name:
Title:

I have authority to bind the company.

Schedule "A" – Change Order Request Form

Change Order Request Form

Change Request Identification			
Name	[enter brief name for this project change request]	ID #	
Date Change Request Submitted		Priority (Low/Moderate/High/Critical)	
Date Last Updated		Impact (Low/Moderate/High)	
Description & Rationale			
Prepared by the person requesting the change. Brief description of the change. Why is this change needed (specific numbers if possible)? What will be the impact if the change is not implemented?			
Assessment			
Prepared by the project team. List the project areas/tasks that will be affected by the change, the resulting benefit, as well as the impact on the schedule and budget.			
Areas Affected	Benefits	Schedule Impact	Budget Impact
Recommendations			
Describe the options that have been considered. Explain pros and cons of various implementation strategies. Make a recommendation as to how this change could be implemented.			
Acceptance & Sign-Off			
Identify the decision-making body that will approve/reject this change.			
<input type="checkbox"/> Approved as Requested		<input type="checkbox"/> Approved with Changes	<input type="checkbox"/> Rejected
Prepared By:			
Name		Date	
Name & Title		Signature	Date
Approved By:			
Name		Date	
Name & Title		Signature	Date
Approved By:			
Name		Date	
Name & Title		Signature	Date



Comments

Schedule "B" Deliverable Acceptance Request Form

Project Name:			
CITY Project Manager:		CITY Telephone:	
Vendor Project Manager:		Vendor Telephone:	
Project Sponsor:		Planned Due Date:	
Phase ID & Name:		Submission Date:	

Deliverable Acceptance Request
<p>Deliverables:</p> <p><<List Deliverables for which acceptance is being requested>></p>

Deliverable Acceptance Request Prepared By:			
Name	Project Role	Signature	Date

Schedule "C" Notice of Acceptance of Deliverable Form

Project Name:			
CITY Project Manager:		CITY Telephone:	
Vendor Project Manager:		Vendor Telephone:	
Project Sponsor:		Planned Due Date:	
Phase ID & Name:		Submission Date:	
Deliverable:			

Deliverable Reviewed
The above referenced Deliverable has been reviewed. Based on the defined acceptance criteria, the Deliverable is: <div style="text-align: center;"> Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> </div>
Review Process:
<<Description of CITY review process>>
Detailed reasons , if rejected:
<<Description of deficiencies, errors>>

Deliverable Accepted / Rejected By:			
Name	Project Role	Signature	Date

Deliverable Approval Signatures:			
Name	Project Role	Signature	Date



Schedule 2

Statement of Work

To the Agreement dated the 21st day of December 2020

between

The Corporation of the City of London

(Hereinafter referred to as the "CITY" or "Client")

- and -

Nimble Information Strategies Inc.

(Hereinafter referred to as the "Vendor" or "Nimble")

Nimble Information Strategies Inc. (Hereinafter referred to as the "Vendor" or "Nimble") and The Corporation of the City of London (Hereinafter referred to as the "CITY" or "Client") enter into this Statement of Work for Document Scanning and Imaging Services between the Vendor and the CITY.

In consideration of their respective agreements set out below, the parties agree as follows:

1. **Structure** – The terms and conditions of the Master Service Agreement are hereby incorporated by reference in this Statement of Work. This document and the Master Agreement together comprise a separate Statement of Work between the Vendor and the CITY.
2. **Statement of Work** – The Vendor agrees to provide to the CITY, and the CITY agrees to acquire from the Vendor the Services and Deliverables described in this Statement of Work upon and subject to the terms of this Statement of Work.
3. **Maximum Estimated Price for year 1 Based on Volumes Provided:**
 - a. Digital Mail Room Services \$27,505
(includes one-time set-up fee of \$2500 & excludes taxes)
4. **Term:** The contract will be for a period of (3) years from the effective date of the Agreement for the digital mail room with the option to renew the contract for an additional four (4) separate one (1) year periods at sole discretion of the CITY.
5. **Project Start Date:** December 21, 2020
6. **Project End Date:** December 21, 2023
7. **Scope of Services and Deliverables** – The Scope of Services and Deliverables to be provided by the the Vendor under this Statement of Work are specified in detail in **Schedule 2** to this agreement.

- 8. Previous Statements of Work** – This Statement of Work (SOW) is specific to the CITY for Digital Mailroom services. This Statement of Work will supersede all previous Nimble Statements of Work with the CITY for like services should any currently exist.
- 9. Beyond Scope of Services and Deliverables** – Any item, activity or event not detailed as “In Scope” will be deemed Out of Scope for the lifecycle of this project. Scope changes will be addressed via the change control procedures detailed within the Master Service Agreement section 10 – Change Control Procedures and Dispute Resolution.
- 10. Communications and Reporting** – The Vendor will provide a plan describing how the CITY will be informed of the Project status, including progress reports and any other types of reports or reporting requirements. At the least, the Vendor shall meet with the CITY Representative regularly during the project term to provide status reports or to obtain approval for Deliverables. The communications and reporting plan will be approved by the CITY.
- 11. Working Hours** – The CITY’s normal working hours are between 8:30 a.m. and 4:30 p.m. If required, the Vendor will provide Services outside of these normal working hours and on non-business days if required to do so. Services outside of regular business hours will be subject to additional billing re Time and Materials but must be pre-approved by the CITY.
- 12. Administrative Services and Supplies** – All in-scope administrative services and supplies used by the Vendor to complete the Services will be provided to the CITY at no additional charge.
- 13. Names and Roles of Vendor's Personnel**

Contact Name	Role	Responsibility	e-mail	Office	Cell Phone
Ron Webb	Director, Digital Solutions	Relationship Manager City of London	rwebb@nimble.ca	905-9400190 Ext 4217	289-897-1732
Ross Magnaldo	Chief Operations Officer	Operations Nimble Canada. Project Lead	rmagnaldo@nimble.ca	905-940-0190 Ext 4241	647-284-9298
Shawn Morrison	Chief Technology Officer	Technical Solutions and Implementation	smorrison@nimble.ca	905-940-0190 Ext 4234	647-218-6394
Leo Kwan	Manager, Information Technology	Technical Solutions	lkwan@nimble.ca	905-940-0190 Ext 4752	416-844-1416


- 14. Invoices** - Invoices for payment of any charges under this Statement of Work (SOW) shall be sent to the CITY per procedures specified in the Master Service Agreement section 13 – Fees and Billing.
- 15. Pricing Terms** – The terms and conditions set out in Schedule 3 to this Statement of Work shall apply.
- 16. The Corporation of the City of London – Representative and Receipt of Notices**

CITY address for receipt of notices:	Social Services Citi Plaza 355 Wellington Street, Suite #248 PO Box 5045, London, N6A 4L6
CITY Representative:	Amanda Circelli
Telephone number:	519.639.6572
E-mail:	acircell@london.ca
Backup CITY Representative:	Karen Flood
Telephone number:	519.661.2489 x 5200
E-mail:	kflood@london.ca

17. Vendor Representative and Receipt of Notices

Vendor's address for receipt of notices:	2820 14 th Avenue Markham ON, Suite 100
Vendor Representative:	Ron Webb – Director, Digital Solutions
Telephone number:	905-940-0190 Ext: 4217
E-mail:	rwebb@nimble.ca
Backup Vendor Representative:	Ross Magnaldo
Telephone number:	(905) 940-0190 Ext: 4241
E-mail:	rmagnaldo@nimble.ca

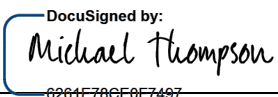
IN WITNESS WHEREOF the parties hereto have executed this Statement of Work as of the date first above written.

The Corporation of the City of London
Signature 
Name Kevin Dikins
Title Acting Managing Director Housing, Social Services and Deerness Home

Signature: _____
Name:
Title:

I have the authority to bind the corporation

Per: **Nimble Information Strategies Inc.**

Signature: 
Name: Michael Thompson
Title: CEO

I have the authority to bind the Vendor.

SCHEDULE 1 TO STATEMENT OF WORK

ARTICLE A DEFINITIONS

- A.1 **“Transactional Price”** means, in respect of particular Services performed and/or particular Deliverables provided and subject to the Master Agreement, the amount set out in the Statement of Work which the Vendor may charge for particular Services performed and/or particular Deliverables provided, which amount is transactional and not fixed. The transactional pricing model is subject to change only through the use and agreement via a Change Request. For certainty, the “Transactional Price Model”, as it relates to the particular Services performed and/or Deliverables provided, includes all labour and material costs, insurance costs, carriage and transportation costs, and other overhead, including any fees or other charges required by law; but excludes: (i) all applicable duties and taxes (including Harmonized Sales Tax (HST))
- A.2 **“Facility”** means the Vendor’s facility where storing of documents will take place.

ARTICLE B Security Incident and Privacy Breach Report

- B.1 Nimble has a corporate commitment to notify its clients immediately in the event of a security or privacy breach.

Process to deal with a security breach is as follows:

Nimble's System Administrator responsible for support of the system or network under attack will:

1. Report the attack immediately to Nimble's CTO and take immediate measures in consultation with Nimble's CTO, COO and General Manager to contain/stop the attack. This may include temporarily blocking access to or from a certain device until the problem is resolved
2. Nimble's CTO will inform the client immediately of the security breach and the measures taken no later than 24 hours after breach is reported as per the Master Service Agreement.
3. Nimble's CTO will stand up the Incident Management Team to start the investigation and capture/preserve all necessary information to determine timeline, participants, volumes and nature the security breach. The CTO, in consultation with Nimble's President and COO will determine if evidence should be preserved or if the system should be repaired as soon as possible.
4. Nimble's Incident Management Team will coordinate with the CITY to support the execution of the security breach plan if it is implemented
5. Nimble's System Administrator will:
 - i. Repair the resulting damage and fix the root cause.
 - ii. Restore service to its former level, if possible.
 - iii. Preserve evidence, where appropriate.
 - iv. Notify Nimble's CTO or designee of resolution of the incident.

Process to deal with a privacy breach is as follows:

The person who identifies a possible privacy breach will:

1. Report the breach immediately to Nimble's COO and take immediate measures in consultation with Nimble's COO, CTO and General Manager to contain/stop the breach
2. Nimble's COO will inform the client immediately of the possible privacy breach and the measures taken.
CITY contact: Christine Stacey, Manager Ontario Works Client Services

519.661.2489 ext 5839 cstacey@london.ca

3. Nimble's COO will stand up the Incident Management Team to start the investigation to confirm if the breach occurred and capture/preserve all necessary information to determine timeline, participants, volumes and nature of breach.
4. Nimble's Incident Management Team will coordinate with the CITY to support the execution of the privacy breach plan.
5. Nimble's Incident Management Team will provide the CITY any and all documents and information related to the breach as requested.

B.2 Privacy of information is strictly enforced. Staff must immediately cease to handle files/documents and data for family members or subjects that are known to them. They must report the matter to their supervisor immediately, who will re-assign the job to another member of staff.

ARTICLE C Service Level Agreements

C.1 The areas of service are:

Receive:

- Digital Mail Room: Paper documents are received, logged, opened and in some cases sorted

Digitize:

- Digital documents are created by Nimble for the purposes of extracting data and producing a digital copy of the original that can be used of evidentiary purposes

Extract:

- Data from the image is extracted through automation and/or manual keying. This includes but is not limited to;
 - OCR Capture of machine-readable text and numbers
 - Barcode recognition (1D and 2D)
 - OMR Capture of check marks or other character marks
 - The transcription of handwritten text to digital
- Extraction is completed as per the SA-EDM Scanning Guide. The current version as of SOW execution is SA-EDM Scanning Guide - SASMB V 2.3

Store:

- The images and associated Metadata are stored so that the CITY can access them, and disposed of according to the associated disposition requirements
- Storage retention of archived data based on retention schedules outlined in SOW

Notify:

- Where applicable, notifications areas issued in support of the digital mail room services. These notifications can include but are not limited to;
 - Notification of Exception
 - Notification of Processing
 - Notification of Transmission

Exception Processing:

- Additional business capabilities would include Exceptions management through Nimble's Exception portal. Exception management will include but not be limited to;
 - Receipt exception management
 - Classification Exception management
 - Extraction Exception management

C.2 Nimble shall not be liable for any non-compliance with any Level of Service, provided that this failure is attributable directly to any of the following situations:

- a) Any non-compliance by the CITY;
- b) Reductions in Services or resources requested or authorized by the CITY and agreed to by the Parties.
- c) The services are provided during the execution of the disaster recovery plan, the execution of which is due to a disaster declared by the CITY, Provincial or Federal authorities or by Nimble.
- d) Service downtime due to planned maintenance.
- e) Interruptions due to causes beyond the direct control of Nimble, including but not limited to internal CITY connectivity/network issues, Internet or phone disasters, ISP and hosting site disruptions.
- f) Nimble shall maintain a business continuity plan (BCP) to respond to disasters that are beyond the direct control of Nimble. When the BCP is activated, Nimble will adhere to deliver the services as currently defined in the BCP.
- g) Force Majeure: Nimble shall not be liable for any performance non-compliance or delay due to reasons beyond its reasonable control, including acts of war, natural disasters, social unrest, such as a revolution, riots/mutinies, seizure, sabotage or government action.

C.3 Service Performance Measurement

Digital Mail Room Service Performance

Service to Commit to Provide	Indicator Type	Default Measure (Hours)	Service Start Date + "X" Months	Expected Level of Service	Minimum Level of Service	Window of Measurement
Open Mail Receipt, processing and delivery timelines. Data was uploaded within the opportunity window (Based on line of Business SOW Requirements)	Key Measurement	72	2	98.00%	96.00%	Monthly
Preprocessed Mail Receipt, processing and delivery timelines. Data was uploaded within the opportunity window (Based on line of Business SOW Requirements)	Key Measurement	72	2	98.00%	96.00%	Monthly
Fax Receipt, processing and delivery timelines. Data was uploaded within the opportunity window (Based on line of Business SOW Requirements)	Key Measurement	48	2	98.00%	96.00%	Monthly
Email Receipt, processing and delivery timelines. Data was uploaded within the opportunity window (Based on line of Business SOW Requirements)	Key Measurement	48	2	98.00%	96.00%	Monthly
Electronic Document Receipt, processing and delivery timelines. Data was uploaded within the opportunity window (Based on line of Business SOW Requirements)	Key Measurement	48	2	98.00%	96.00%	Monthly
Web Portal Submission Receipt, processing and delivery timelines. Data was uploaded within the opportunity window (Based on line of Business SOW Requirements)	Key Measurement	48	2	98.00%	96.00%	Monthly

NOTE: SLA Metrics do not apply to Items (and the packages they belong too) identified as Exceptions and will not be counted in the SLA calculations for Turnarounds



Digital Mail Room Quality Performance

Service to Commit to Provide	Indicator Type	Service Start Date + "X" Months	Expected Level of Service	Minimum Level of Service	Window of Measurement
All Batch IDs processed	Key Measurement	2	100.00%	99.00%	Monthly
Images meet CAN / CGSB standards for quality	Key Measurement	2	99.00%	98.00%	Monthly
Level 1 Index Accuracy (MID)	Key Measurement	2	100.00%	99.00%	Monthly
Structured Form Type Identification Accuracy	Key Measurement	2	99.90%	99.00%	Monthly
Unstructured Form Type Identification Accuracy	Key Measurement	2	90.00%	80.00%	Monthly
OMR Mark Accuracy	Key Measurement	2	98%	95.00%	Monthly
Secondary Metadata Accuracy	Key Measurement	2	94%	92.00%	Monthly
Unstructured Manual Data entry capture	Key Measurement	2	80%	50.00%	Monthly

NOTE: SLA Metrics do not apply to Items identified as Exceptions and will not be counted in the SLA calculations for Quality

SCHEDULE 2

ARTICLE A SCOPE OF SERVICES AND DELIVERABLES “IN” Scope

Nimble will provide the following services and deliverables:

Requirements	Details / Deliverables
<p>1. Infrastructure, Facility Set Up and Storage</p> <p>Nimble</p>	<p>Nimble will provide the secure digitization infrastructure and equipment capable of digitizing the CITY’s client documents. This includes:</p> <ul style="list-style-type: none"> • Infrastructure that can transfer digital records securely to Government of Ontario servers via JSON file transfer. • Secure facility capable of storing all of the CITY’s hardcopy documents for short-term (30 days) retention. <p>All infrastructure, processes, networks certified Protect B Status and all employees have a Reliability clearance from the Canadian Government.</p> <p>All of the above items are required to meet overall security and process service levels, as agreed to between the CITY and Vendor.</p>
<p>2. Exception Process</p> <p>Nimble</p>	<p>A Process by which documents are scanned and meet Exception Scenarios, per the SA-EDM Scanning Guide. The exception process allows for the timely processing of documents that cannot be readily identified via the DMR extract or require some other intervention to process.</p> <ul style="list-style-type: none"> • Exception items will be posted on Exceptions Portal for the CITY’s staff to manually process. • Initial user (CITY staff) set up in the Exceptions Portal • Digitization On-Demand for files shipped, required urgently, but not yet digitized. • Pulling and return of physical files to the CITY that cannot be digitized.
<p>3. Quality Control Process</p> <p>Nimble</p>	<p>Nimble will provide the following services in support of quality control requirements</p> <p>Receipt Controls (Electronic Documents): (100% of Batches) Note: Digital Day 1 document images originate from the OW office and are forwarded to Nimble via SFTP.</p> <ul style="list-style-type: none"> • Tag all grouped Documents with a Package Tracking ID • Ensure all documents have a unique ID • Batch documents in groups of 200 (or less) and Tag All Batches with Nimble Tracking ID • Flag exceptions and route to exception handling process <p>Receipt Controls (Emails): (100% of Batches)</p> <ul style="list-style-type: none"> • Tag all Emails with a Unique Package Tracking ID • Ensure all emails received have a unique ID • Tag all attachments received with a unique document ID • Batch Emails in groups of 200 and Tag All Batches with Nimble Tracking ID

	<ul style="list-style-type: none"> • Flag exceptions and route to exception handling process <p>Receipt Review Controls: (Conducted during project start up)</p> <ul style="list-style-type: none"> • Verify Package IDs and Nimble Batch IDs are present • Verify receipt counts match physical counts • Verify Junk items to confirm they are sorted correctly <p>Manifest Registration Controls: (As Required)</p> <ul style="list-style-type: none"> • Log all charts\folders in box and verify against client manifest (If provided) • Verify if chart\record demographic data is present in Master Data • Flag exceptions and route to exception handling process • Generate Header barcodes (if applicable) <p>Prep Review Controls: (Conducted during project start up)</p> <ul style="list-style-type: none"> • Verify Package IDs and Nimble Batch IDs are present • Ensure correct barcoded header page is inserted (if applicable) • Ensure Records properly prepared for scanning <p><u>Scanning Controls</u></p> <p>Electronic Document Import Controls: (100% of Batches)</p> <ul style="list-style-type: none"> • Electronic documents are imported and assigned a unique batch ID and Nimble Tracking ID • 100% of all electronic documents received are logged into a tracking database • 100% of all electronic documents are run through Antivirus software <ul style="list-style-type: none"> ○ Documents failing virus or malware checks are removed and quarantined <ul style="list-style-type: none"> ▪ Document tracking up updated with results • Images normalization processes convert non-standard documents to TIF format to facilitate data extraction processing <ul style="list-style-type: none"> ○ Exceptions are removed from the normalization process and logged ○ Exceptions are loaded to the Exception portal for review • Where possible Document clean-up is performed on the TIF images to maximize data classification <ul style="list-style-type: none"> ○ Image border removal ○ Image de-skewing ○ Image de-speckling <p>QC Scan Controls: (100% of Batches)</p> <p>Classification Controls: (100% of Batches)</p> <ul style="list-style-type: none"> • All images and packages within a batch are processed • Exceptions are flagged and identified based on exception processing guidelines <ul style="list-style-type: none"> ○ Exceptions are loaded to Exception portal for customer review <p>Verification \ Index Controls: (100% of Batches)</p>
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	<ul style="list-style-type: none"> • Level 1 indexes are verified against Master data (if available) • Level 1 indexes are verified based on business rules (i.e. MOD 10) • Form ID entries validated against Master Form ID table • Document Date entries are formatted to correct regional setting • Manifest (if available) is validated against chart \folder level indexing • Exceptions are flagged and identified based on exception processing guidelines <ul style="list-style-type: none"> ○ Exceptions are loaded to Exception portal for customer review <p>Quality Assurance Controls: (Statistically relevant sampling of a percentage of files)</p> <ul style="list-style-type: none"> • Application controls prohibit more than 1 user accessing a batch at once • Quality Assurance Acceptance Levels: <ul style="list-style-type: none"> ○ Package ID: 100% accurate ○ Level 1 Index: 100% accurate ○ Structured Form ID document identification: 99.9% accurate ○ Unstructured document identification: 90% ○ Secondary Metadata Elements: 92-94% accurate ○ Non-OCR Data entry capture: 80% accurate <p>Post Process Export Controls: (100% of Batches)</p> <ul style="list-style-type: none"> • Box is electronically checked to ensure the following; <ul style="list-style-type: none"> ○ All fields are populated and contain valid data ○ All chart \records in batch indexed that are manifested ○ All chart \records and accounts exist in Master Data ○ All Document Types exist in Master form id table ○ All images can be opened <p>Post Upload Delivery Controls: (100% of Batches)</p> <ul style="list-style-type: none"> • 100% of batches received have been converted and uploaded to client • 100% of charts \ folders in manifest have been converted and uploaded to client • 100% of images created from output scripts have been uploaded to client <p>SmartCloud Archive Validation Controls: (if available)</p> <ul style="list-style-type: none"> • Closed loop validation of all images exported by Nimble confirming they have been imported into SmartCloud system.
<p>4. Performance Indicator Reporting Nimble</p>	<p>Data reporting, accessible through the Vendor's Exceptions Portal. Report frequency and data sets will be outlined in Service Level Agreement as agreed to by the Vendor and CITY. Sample reports include, but are not limited to:</p> <ul style="list-style-type: none"> • Number of images digitized per month, per site and/or per source (i.e: mail, drop off, Fax, E-Mail).

	<ul style="list-style-type: none"> • Number of Master Files digitized per month • Review of reports and the development of a reporting plan will be completed via workshop. Based on effort and needed, an estimate will be provided if there are additional costs.
5. Business Continuity and Contingency Plans Nimble	<p>Nimble will provide a Business Continuity Plan (BCP) that identifies potential areas where problems may arise, and related contingency plans for minimizing risk to the CITY.</p> <p>The BCP and contingency plans must be approved by the CITY.</p>

The CITY will provide the following services and deliverables:

Requirements	Details / Deliverables	
6. Master Data Lookup Tables	Province/CITY	
7. Drop-Off Content at the OW Office	The CITY will process mail and courier to Nimble for digitization.	
8. SmartCloud	<p>The CITY will provide Nimble with a list of Business units (Areas) to create on the exception portal</p> <p>The CITY will provide Nimble with a list of Users and access rights for the SmartCloud exception portal</p> <p>The CITY will participate and designate resources to conduct pre-flight (pre-release) UAT testing.</p> <p>Information will be provided via a workshop conducted by Nimble.</p>	
9. Document Group and Type Samples	<p>Nimble requires the CITY to provide a representative set of sample documents for each document group and document type listed in the Master Lookup Tables. Samples will be used to train Nimble staff and data classification processes.</p> <p>In the event of a change or addition to the Document Group and Document Type lookup table. CITY will provide Nimble with samples and instructions as part of the change management process.</p>	
10. Retention and record purge/destruction	Nimble requires the CITY to establish a retention and record purge/destruction policy for digital mailroom and master file records	As per The Corporation of the City of London's Records Retention By-law, any record that is included in the client's file is

	Note: Nimble is responsible for short-term storage up to 30 days after a file is digitized (digital mail room) or a site master files have been digitized. Storage longer than 30 days is an additional service (Schedule 3, Article C)	kept for 5 years after the file has been closed with no outstanding payments.
11. Transport to long term storage	The CITY will provide and pay for secure transport for all items removed from short-term to long-term storage, if required.	

Nimble Information Strategies and The Corporation of the City of London will provide the following services and deliverables:

Requirements	Details / Deliverables
12. Digital Mailroom Process Description	<p>Nimble to provide a detailed description of the requirements to implement and maintain a process where all new incoming materials for retention are digitized and retrievable by CITY staff in electronic format.</p> <p>New materials are identified as All content received by Nimble via courier.</p> <p>Process description must be documented and agreed to by the Nimble and the CITY prior to the implementation.</p> <p><u>Assumptions:</u></p> <ol style="list-style-type: none"> 1. Nimble will generate PDF's in version 1.4 format with single pass OCR run against them to create a "searchable PDF". 2. Nimble will create AODA compliant images as an exception process, special request. AODA compliant images will be billed separately per request. Exception process will be developed between both parties. 3. Documents will be digitized, classified and the data extracted as per the SA-EDM Scanning Guide
13. Deployment Readiness Plan	<p>Nimble to provide a detailed plan that includes description on how the Vendor plans to perform and complete the requested services (i.e. actions, responsibilities, time frames, and individuals required to perform and complete the requested services).</p> <p>Plan to include, but not limited to:</p> <ul style="list-style-type: none"> • Schedule for systems and integration testing and implementation • Schedule for master file pick-up, digitization and return to the CITY • Develop the onboarding template <p>Plan is subject to approval by the CITY.</p>

	<p>Completion date to be within the next 4 weeks. Complete the review onboarding template as per the plan schedule.</p>
<p>14. Service Level Agreement</p>	<p>Identification of the time-bound services and reporting requirements the Vendor will provide pertaining to the digitization of all CITY files for retention.</p> <p>Service levels are documented in C.3 Service Performance Measurements and agreed to by the Vendor and CITY prior to the implementation/launch. Of EDM program.</p>

“OUT” of Scope – The Corporation of the City of London

The following elements are not within the scope of this SOW

- Future enhancements to Exceptions Portal, excluding those already in process
- Terminated files
- Destruction of hardcopy documents (physical files) stored at Vendor Facility.
- Disaster recovery or emergency/recovery service (e.g. fires and floods) for CITY files not in possession of the Vendor
- All travel and accommodations expenses
- Canada Post mail re-directs
- Faxes
- E-mails

**SCHEDULE 3
TO STATEMENT OF WORK**

ARTICLE A PRICING TERMS

The Payment Schedule covers all Services and Deliverables as outlined in Schedule 2.

Payment Schedule for Transactional Rate Services

- Invoices are billable on the 1st day of each month unless otherwise specified and agreed to by the Vendor and the CITY.
 - I. The Vendor will send separate invoices for Digitization and Indexing & Digital Mailroom Services.
 - II. The CITY shall provide the Vendor with an upfront project start up payment of \$5501.00 based on 20% of the total estimated project cost of year 1.

ARTICLE B PRICE FORMS

Initial Term	Optional Term			
1-Year	Year 2	Year 3	Year 4	Year 5
Digital Mail Room	Digital Mail	Digital Mail	Digital Mail	Digital Mail
\$27,505	\$25,005	\$25,005	TBD	TBD

BREAKDOWN PRICING DIGITAL MAIL ROOM:

Digital Mail Room Ontario Works - City of London	Pages Per Month *Incd. Duplex	\$ Per Image	\$Cdn Monthly	\$ Cdn Annual
* Mail	5,735	\$ 0.25	\$ 1,433.75	\$ 17,205.00
* Drop Off & Drop Box (Incd.Above)	0	\$ 0.25	\$ -	\$ -
Fax/E:mail	300	\$ 0.25	\$ 75.00	\$ 900.00
New Intake	300	\$ 0.25	\$ 75.00	\$ 900.00
Exception Portal Set-Up 1 Time Fee			\$ 2,500.00	\$ 2,500.00
Exception Portal Hosting	NA	NA	\$ 500.00	\$ 6,000.00
Total			\$ 4,583.75	\$ 27,505.00

Subject to CITY budget approval, beginning in 2021 and thereafter annually during the term of this Agreement, the cost of per image and monthly costs for hosting shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Ontario (Table 18-10-0004-01 (formally 326-0020) all items, 2002 = 100)", to a maximum of 2%, except as otherwise agreed by the parties.

Despite any other provision in this agreement, Nimble will notify the CITY when the threshold to pay under this contract annually reaches \$20,000 in order to determine if contract amendments and/or associated change order requests are required.

BREAKDOWN PRICING DIGITIZATION & INDEXING:

Costs and volumes for digitization and indexing have been determined based on the information provided by CITY to date.

ARTICLE C: ADDITIONAL SERVICES

Additional Services	Item	Count
Exception Portal Enhancements	Per Hour	\$ 125.00
Courier Services/Mail Bag Set-Up	NA	NA
Mail Processing - Any Service outside of SOP	Per Hour	\$ 125.00
Development	Per Hour	\$ 125.00
Destruction Services/Per Box	Per Box	\$ 10.00
Archive Services Shipment Prep	Per Box	\$ 5.00
Emergency File Requests	Per Item	\$ 30.00
Box Storage - Nimble Facility		
<i>Box Storage Per Box</i>	30 days	\$ -
<i>Box Storage Per Box</i>	30-60 days	\$ 1.00
<i>Box Storage Per Box</i>	60-90 days	\$ 2.00
<i>Box Storage Per Box</i>	90-120 days	\$ 3.00
<i>Box Storage Per Box</i>	> 120 day	\$ 3.50

Note: Document destruction services are charged at \$10.00 per box, \$4.00 of the \$10.00 fee is to support required decanting services.

Exception Portal Returns:

Nimble Information Strategies will provide 5 Exception Portal Document Returns requests per month. Requests exceeding this number per month will be billed at \$3.50 per file. Note return courier services, if required, provided by CITY contracted courier.