September 9, 2016

Dear [Name]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: SNL-039-2016]

On August 11, 2016, Service NL received your request for access to the following records:

“Received request: Request detailed breakdown of all consultants used by department between December 1, 2015 to August 11, 2016. Please include agreements/contracts, amount paid to date as well as scope of work and associated time frames.”

I am pleased to inform you that a decision has been made by the Deputy Minister of Service NL to provide access to the requested information. Further to your request, a breakdown of consultants used by Service NL from December 1, 2015 to August 11, 2016 is attached. The information used to respond to this request was based on a review of transactions charged by Service NL to its professional services budget, as recorded in Government’s Financial Management System (FMS). Please note that adjustments were required for invoices that had been inappropriately recorded and to remove those vendors that were out-of-scope for your request. As such, the breakdown provided identifies amounts that were paid up to August 11, 2016 and the total amount charged to professional services budget by Service NL may not necessarily reconcile with Government’s Public Accounts.

Where available, contracts have been provided. Access to some of information contained within these records that would reveal personal information of individuals has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Section 40(1): “The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.”

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this
letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-729-7437 or by email at ellenhaskell@gov.nl.ca.

Sincerely,

Ellen Haskell
ATIPP Coordinator

Enclosures
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party’s personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party’s position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister’s staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including

(i) personal information that is supplied in support of the application for the benefit, or

(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:
(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

   (i) it appears with other personal information about the third party, or

   (ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;
(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person’s personal privacy.

Access or correction complaint (Section 42)

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

a) a request that is disregarded under section 21;

b) a decision respecting an extension of time under section 23;

c) a variation of a procedure under section 24; or
d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

**Direct appeal to Trial Division by an applicant (Section 52)**

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

   a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act, or

   b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45 (2).
<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Description</th>
<th>Amount Per Project</th>
<th>Total Amount Per Consultant</th>
<th>Payments to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horizon Occupational Health Solution</td>
<td>To study the effects of silica related health considerations for Labrador West miners for the Occupational Health and Safety Division</td>
<td>$204,931.97</td>
<td>$204,931.97</td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>ERIHA Prince Phillip Drive Medical</td>
<td>Professional Radiology Services - interpretation of chest x-rays for the Occupational Health and Safety Division</td>
<td>$3,352.32</td>
<td>$3,352.32</td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>PMC Inc.</td>
<td>The provision of professional servers for the implementation of HP Records Manager.</td>
<td>$60,020.90</td>
<td>$60,020.90</td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>Summa Informatics Inc.</td>
<td>Modifications/improvements to the Inspection Tracking Database System for the Occupational Health and Safety Division</td>
<td>$10,509.00</td>
<td>$10,509.00</td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>Prima Information Solutions Inc.</td>
<td>Software/database development for the Occupational Health and Safety Division</td>
<td>$6,126.05</td>
<td></td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>Prima Information Solutions Inc.</td>
<td>Advanced workflow training for the Occupational Health and Safety Division</td>
<td>$2,260.00</td>
<td>$17,878.05</td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>Prima Information Solutions Inc.</td>
<td>HP RM Administrator Training for the Occupational Health and Safety Division</td>
<td>$9,492.00</td>
<td></td>
<td>11-Aug-16</td>
</tr>
<tr>
<td>Ian Williams Identity Systems Group</td>
<td>The consultant was engaged by the Atlantic Provinces to find next-generation solution that will allow all four provinces to continue providing identification cards while improving security and reducing wait times.</td>
<td>$4,704.00</td>
<td>$4,704.00</td>
<td>11-Aug-16</td>
</tr>
</tbody>
</table>

Consultant Cost Subtotal

Adjustments

Adjustment Subtotal $-

Total Cost of Consultants used from December 1, 2015 to August 11, 2016 $301,396.24
THIS FIRST AMENDMENT TO THE CONSULTANT'S AGREEMENT is made at St. John's, in the Province of Newfoundland and Labrador, this ___ day of __________, 20__.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Service NL

("the Client")

AND: HORIZON OCCUPATIONAL HEALTH SOLUTIONS INC.

("the Consultant")

WHEREAS the Client and Morneau Shepell entered into an Agreement on March 27, 2013, (the Agreement).

AND WHEREAS the Agreement was assigned from Morneau Shepell to Horizon Occupational Health Solutions Inc. on January 29, 2015 and after the assignment all references to Morneau Shepell are deemed to be references to Horizon Occupational Health Solutions Inc.,

AND WHEREAS the parties have agreed that the Agreement should be amended to provide for a change in the Completion Date,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and consideration set out herein, the parties hereby agree as follows:

1. The Agreement is amended by deleting Term 8 in the Head Agreement and replacing it as follows:

   The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

   Start Date: February 13, 2013
   Completion Date: March 31, 2016

2. Except as amended herein, the Agreement is hereby confirmed in all other respects and shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have signed this Agreement.

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Edie Joyce
Minister of Service NL
or his/her authorized designate

HORIZON OCCUPATIONAL HEALTH SOLUTIONS INC.

Authorized Signature

Date: Jan 11/16.
CONSENT TO ASSIGNMENT AND ACKNOWLEDGMENT RE STATUS OF SERVICES AGREEMENT

TO: MORNEAU SHEPELL LTD. ("Morneau")

AND TO: HORIZON OCCUPATIONAL HEALTH SOLUTIONS INC. (the "Purchaser")

RE: Consulting Services Agreement (as it may have been amended, extended or otherwise modified from time to time, the "Agreement") dated March 27, 2013 between Her Majesty in Right of Newfoundland and Labrador (the "Client") and Morneau.

AND RE: Assignment of the Agreement to the Purchaser, as part of a sale by Morneau of certain of its assets, which is anticipated to close on or before August 31, 2014 (the "Assignment").

The Client hereby consents to the Assignment and acknowledges and agrees that:

1. the Assignment will not constitute a default or breach of the Agreement;

2. the Agreement will remain in effect, unmodified, immediately following the Assignment;

3. the Agreement is valid, in full force and effect, and unamended as at this date; there exists no default or event of default, or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under the Agreement;

4. all notice requirements under the Agreement with respect to Morneau’s request of this Consent and Acknowledgment (in regards to form of delivery and notice, time requirements and otherwise) have been complied with (or are hereby waived);

5. the Client does not have any rights (or if it does, the Client hereby waives such rights) to receive payments or fees or to amend or terminate the Agreement as a result of this Assignment;

6. after the Agreement has been assigned to the Purchaser, all references to Morneau in the Agreement are deemed to be references to the Purchaser; and

7. it releases and discharges Morneau from all of its obligations and liabilities under the Agreement arising after the assignment of the Agreement to the Purchaser except those related to any matters arising prior to such time or as a consequence of the transaction between the Purchaser and Morneau.

If the transaction between Morneau and the Purchaser is not completed, this Consent and Acknowledgment is withdrawn and is of no effect.

Execution and delivery of a facsimile transmission, e-mail transmission or .pdf of this Consent and Acknowledgment shall constitute an executed original and shall be binding upon the party whose signature appears on the transmitted copy.
DATED Jan 29th, 2015

Her Majesty in Right of Newfoundland and Labrador

Per: [Signature]

Name: Hon. Tony Corneil
Title: Minister, Service NL

Per: [Signature]

Name:
Title:

We have the authority to bind the corporation
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of March 19th, 2013 for Agreement.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Service NL ("the Client")

AND: Morneau Shepell

("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1 Applicable or Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, seven hundred ninety seven thousand five hundred twenty five dollars ($797,525.00) (plus HST), in accordance with the payment schedule attached in Schedule A.

Payment Option #2 Applicable or Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Applicable or Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A [Applicable or Not Applicable]

(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:
(i) Travel and other related expenses (maximum $90,000.00 plus HST)

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Consultant.

Reimbursement Option B Applicable or Not Applicable

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of eight hundred and eighty seven thousand and five hundred twenty five dollars as per Treasury Board Guidelines / Authorization ($887,525.00) (plus applicable HST) (includes a maximum of $90,000.00 allowable for total expenses) (plus HST) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All Invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged
under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:

Occupational Health and Safety Division
Service NL
15 Dundee Avenue
Mount Pearl, NL A1N 4R8

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Reg Bennett
Occupational Health and Safety Division
Service NL
15 Dundee Avenue
Mount Pearl, NL A1N 4R8

Phone: 709-729-3275
Fax: 709-729-3445

For the Consultant:

Morneau Shepell

Phone: [redacted]

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and
Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. Representations and Warranties
The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocol for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. Start and Completion Date
The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date: February 13, 2013
Completion Date: March 31, 2015

9. Effective Date
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. Paragraph Numbering
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.
11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

[Signature]

Minister of Service NL
or his/her authorized designate

Morneau Shepell

[Signature]

Authorized Signature
Date: 03/27/13
Iron Ore mining has been carried out in Labrador West by the Iron Ore Company of Canada (IOCC) and Wabush Mines since the early 1960s. Silicosis, a type of pneumoconiosis, was initially diagnosed in the mining workforce in the mid 1970s. A study conducted in the early 1980s concluded that silicosis was present in 43 workers at IOCC and 14 workers at Wabush Mines. In the 1990s audits were completed in the areas of dust sampling programs, medical X-rays, and silica awareness training. In 2000, the OHS Branch, union and mine management representatives agreed for an external agency to complete a Phase 1 study to determine the need and extent of follow up action above and beyond existing dust management programs.

The Phase 1 study was completed by McMaster University in 2002. The report included the conclusion that the true risk of silicosis and pneumoconiosis from previous studies may be an underestimate as it rarely occurs earlier than 20 years from start of exposure. It was not deemed necessary for a full epidemiological study to be performed as it was in a 1982 Labrador West Dust Study. The study recommended a study based on reading X-rays would provide the necessary information concerning the extent of the problem.

The objective of this consulting service is to act upon the recommendations contained in a report generated by McMaster University in 2002 and listed in the terms of reference section of this document.

Responsibilities of this work include:

1. Radiologist(s) to read, interpret, and report chest X-ray findings from a group of current and former employees at both IOCC and Wabush Mines (Scully); this will include new X-rays as well as a review of older, previously interpreted X-rays;
2. Verification that the existing silica related health surveillance programs (i.e. X-rays, pulmonary lung function [PLF], medicals, etc.) at both properties are in conformance with established health surveillance protocols;
3. A review of the existing protocols for dealing with workers who are informed of the abnormal X-rays to ensure that the hazard communication process results in workers being fully informed and given the necessary information and tools for subsequent follow-up;
4. The preparation of an information package for workers involved in the screening process, and physicians responsible for assessing and treating workers with pneumoconiosis (i.e. sub-clinical vs. clinical stages).
Work and Payment Schedule

Year one (October/2012 – March/2013) Preparation/Development Phase

- Program oversight and management for initial 12 months ($4,750/month)
  Dedicated Project Manager, Program management and medical oversight, subject matter expert consultations
  6 months = $28,500
- Travel and other expenses for initial 6 months
  All travel expenses, Diagnostic Services, rental facilities if required
  6 months = $18,000

Total Funding required for Year I = $46,500

Year one (2013-2014) - Fee Structure

- Enrollment Kits ($25/kit)
  Initial communication, consent protocol, dedicated toll free line monitored by a health professional, on site intake clinics, advertising,
  7,000 kits = $175,000
- Enrollment Kits – Union selected groups
  40 kits = $1,000
- Health Survey/Questionnaire ($50/Survey)
  Design of Health survey by Medical Director, Review of Health survey results by health professionals, dedicated toll free line monitored by health professional
  2,000 surveys = $100,000
- Health Survey/Questionnaire – Union selected groups
  Design of Health survey by Medical Director, Review of Health survey results by health professionals, dedicated toll free line monitored by health professional
  40 surveys = $2,000
- Program oversight and management for initial 12 months ($4,750/month)
  Dedicated Project Manager, Program management and medical oversight, subject matter expert consultations
  12 months = $57,000
- Travel and other expenses for initial 12 months ($25,000)
  All travel expenses, Diagnostic Services, rental facilities if required
  12 months = $36,000

Total Funding required for Year I = $371,000
Year two (2014-2015) - Fee Structure:

- Review of historical chest X rays ($40/X-ray)
  Review of historical chest X rays by network of radiologists, preparation of X-ray reports by radiologists, data entry into database for review.
  \( 5000 \times \$40 / \text{X-ray} = \$200,000 \)

- Review of historical chest X rays - Union selected groups
  Review of historical chest X rays by network of radiologists, preparation of X-ray reports by radiologists, data entry into database for review.
  \( 160 \times \$40 / \text{X-ray} = \$6,400 \)

- Coordinating updated chest X-ray and Review ($40/X-ray)
  Review of updated chest X rays by network of radiologists, and preparation X-ray reports by radiologists, data entry into database.
  \( 750 \times \$125 / \text{X-ray} = \$93,750 \)

- Coordinating updated chest X-ray and Review - Union selected groups
  Review of updated chest X rays by network of radiologists, and preparation X-ray reports by radiologists, data entry into database.
  \( 15 \times \$125 / \text{X-ray} = \$1,875 \)

- Program oversight and management for remainder of project ($4,750/month)
  Dedicated Project Manager, Program management and medical oversight, subject matter expert consultations
  12 months = \$57,000

- Travel and other expenses for remainder of project ($36,000)
  All travel expenses, Diagnostic Services, rental facilities if required

- Data Review and Final Report ($75,000)
  Review of all data by certified occupational health auditor, preparation of final report outlining key findings, trends, recommendations and action items.

Maximum Funding for Year Two \$470,025

Total anticipated cost of work \$887,525
SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the departmental solicitor, and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by the Deputy Minister.

The Special Terms and Conditions of this Agreement are as follows:

OR

1. No Special Terms and Conditions

[Signatures]

Deputy Minister

Consultant
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied By The Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL2002 CA-1.1, or the Personal Health Information Act, SNL2008 CP-7.01, to mean recorded information about an identifiable individual, including

(i) the individual’s name, address or telephone number,

(ii) the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual’s age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,
(v) the individual's fingerprints, blood type or inheritable characteristic,

(vi) Information about the individual's health care status or history, including a physical or mental disability,

(vii) Information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however
arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.6 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.7 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2006, ch.1-01, the Privacy Act, RSNI 1990 cP-22, and Personal Health Information Act, SNL2008 cP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure that pursuant to the terms of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The client may be compelled to disclose financial information pursuant to the first cited Act.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
19

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at http://www.justice.gov.nl.ca/just/CIVIL/ftp/default.htm

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.
3.2 The Consultant shall not alter, remove or replace the employees or
Representatives indicated in the Scope of Work without prior written approval by
the Client.

Article - 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and
sole discretion to be necessary for the reasonable performance of the Work,
working space and equipment access for the Consultant to perform the Work
during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all
officers, employees and agents of the Consultant shall comply with all security
regulations and workplace policies and procedures in effect from time to time at
the Client's facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents
in accordance with accepted accounting procedures and practices. The records
shall be made available to the Client or its authorized representative for
observation or audit at mutually convenient times and up to one year after
discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of
monitoring the progress of the Work.

Article - 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed
to the satisfaction of the Client and payment(s), as stipulated in the Agreement,
has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any
time by way of fourteen (14) days written notice to the other, terminate this
Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion
date, the Consultant shall thereupon be entitled to payment in accordance with
this Agreement in respect of that part of the Work completed up to the date of
termination, provided however, that the Consultant shall not be entitled to any
other payment in respect of such termination, including, without prejudice to the
generality of the foregoing, any payment for any consequential loss or damage or
loss of profits arising from termination of this Agreement or in any other way
related thereto. The Client shall retain the right of set off with respect to any
earned but unpaid proceeds then owing pursuant to this Agreement.
Article 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Consultant's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matter then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.
Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant’s Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.
Article 14. GENERAL

(e) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of the Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights hereunder conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE "D"

Protocols for Security of Government Information on
Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required
to use Information Technology resources, including computers, of the Government of
Newfoundland and Labrador in the conduct of the work under the Agreement. The following
requirements apply where the Consultant will not be using such assets, but will instead have
access to confidential Information (including personal Information) ("Confidential Information")
received from the Government of Newfoundland and Labrador ("Government") and will be
storing, manipulating or accessing that Confidential Information on the Consultant's own
Information Technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard
drives, writeable compact discs or digital video discs, etc.) may only be used to transport
and/or store Confidential Information where either the Confidential Information or the
device or media is encrypted.

- Unless specifically separately authorized by the Agreement or otherwise, the Consultant is
not permitted to attach non-government computers or other Information Technology systems
to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary
business software for the reasonable protection of Information on computers attached to the
Internet which will have access to or store Confidential Information, including security
firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire,
etc.) or chat program (i.e., MSN, Skype) on any Information Technology asset which will
contain Confidential Information, or which will be connected via a network to any computer
which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public
networks such as the Internet unless the e-mail and/or its attachments are encrypted or
zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the
Confidential Information acquired by the Consultant, its employees, servants and/or agents
in the performance of the Services and in particular personal information, is subject to
privacy legislation in various jurisdictions, including but not limited to the Access to
Information and Protection of Privacy Act, and Management of Information Act, SNL2005,
cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may
apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to
ensure the compliance with and satisfaction of the legislative requirements of all such
Information relating to the treatment of Confidential Information by the Consultant, its
employees, servants and/or agents.
Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:

- Share personal computer drives or folders on a computer accessing the network; or
- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance with them.

END OF SCHEDULE D
**Prince Philip Drive Medical PMC Inc**

Diagnostic Imaging  
Health Sciences Centre  
300 Prince Philip Drive  
St. John’s, NL  
A1B 3V6  
Phone (709) 777-7104 Fax (709) 777-6792

**Bill To:**
Occupational Health & Safety  
Dept of Government Services  
NL

**For:**

<table>
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<th>DESCRIPTION</th>
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<td>Professional Radiology services provided by [Redacted] for Interpretation of 55 miner's chest x-rays December 2016</td>
<td>633.60</td>
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**TOTAL** $633.60

Make all checks payable to Prince Philip Drive Medical PMC Inc
If you have any questions concerning this invoice, (709) 777-7104

THANK YOU FOR YOUR BUSINESS!

---

Section 40(1)
Prince Philip Drive Medical PMC Inc

Diagnostic Imaging
Health Sciences Centre
300 Prince Philip Drive
St. John's, NL
A1B 3V6
Phone (709) 777-7104 Fax (709) 777-6792

Bill To:
Occupational Health & Safety
Dept of Government Services
NL

<table>
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<td>46.08</td>
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TOTAL $898.56

Make all checks payable to Prince Philip Drive Medical PMC Inc
If you have any questions concerning this invoice, (709) 777-7104

THANK YOU FOR YOUR BUSINESS!
Prince Philip Drive Medical PMC Inc

Diagnostic Imaging
Health Sciences Centre
300 Prince Philip Drive
St. John's, NL
A1B 3V6
Phone (709) 777-7104 Fax (709) 777-6792

Bill To:
Occupational Health & Safety
Dept of Government Services
NL

For:

DESCRIPTION | AMOUNT
--- | ---
Professional Radiology services provided by [REDACTED] for Interpretation of 53 miner's chest x-rays March 2016 | $610.56 |

Make all checks payable to Prince Philip Drive Medical PMC Inc
If you have any questions concerning this invoice, (709) 777-7104

THANK YOU FOR YOUR BUSINESS!
Prince Philip Drive Medical PMC Inc

Diagnostic Imaging
Health Sciences Centre
300 Prince Philip Drive
St. John's, NL
A1B 3V6
Phone (709) 777-7104 Fax (709) 777-6792

Bill To:
Occupational Health & Safety
Dept of Government Services
NL

For:

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P.O. # 216000964

TOTAL $633.60

Make all checks payable to Prince Philip Drive Medical PMC Inc
If you have any questions concerning this Invoice, (709) 777-7104

THANK YOU FOR YOUR BUSINESS!
# Prince Philip Drive Medical PMC Inc

Diagnostic Imaging  
Health Sciences Centre  
300 Prince Philip Drive  
St. John's, NL  
A1B 3V6  
Phone (709) 777-7104 Fax (709) 777-6792

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## INVOICE

**INVOICE # 616**  
**DATE: 7/6/16**

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**Bill To:**  
Occupational Health & Safety  
Dept of Government Services  
NL

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**For:**  

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**TOTAL**  
$ 576.00

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Make all checks payable to Prince Philip Drive Medical PMC Inc  
If you have any questions concerning this invoice, (709) 777-7104

---

THANK YOU FOR YOUR BUSINESS!
STATEMENT OF WORK 2015 - 2016

The following are incorporated by reference into, and from part of, this Statement of Work:
- the Information Technology and Information Management Services Procurement Agreement related to (hereinafter called the Agreement).

OFFER DETAILS

SOW Numbers are for CIMS USE ONLY

Vendor Name  KPMG LLP
SOW Title  HPRM - OHS
Start Date (YYYY-MM-DD)  2016-02-29 End Date (YYYY-MM-DD)  2016-03-31
Total Estimated Cost  $15,400.00

RESOURCE(S) ASSIGNED TO

OCIO Branch/GNL Entity  Solution Delivery
Director Name (Last Name, First Name)  Balram, Jack
DTC Number  040509
Manager Name (Last Name, First Name)  Sparrow, Sandra
Location of Work  28 Pippy Place and 40 Higgins Line

BODY OF WORK

Specify the services to be provided under this Statement of Work.

Provision of professional servers for the implement HP Records Manager Line of Business for the Occupational Health and Safety Division of Service NL. This will include initial planning and design activities including stakeholder interviews, workshops, and technical analysis.

Note: Vendor resource time sheets are to be approved by OCIO PM prior to submission for compensation.

DELIVERABLES

List the deliverables associated with this Statement of Work, as appropriate. Add rows as needed.

<table>
<thead>
<tr>
<th>#</th>
<th>DELIVERABLE</th>
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<td>1</td>
<td>Draft Preliminary Design Document</td>
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COSTS

Terms and Conditions for Fees and Expenses
For Time and Materials projects, the Standard Terms and Conditions related to fees and expenses apply, as per the Agreement.

Non-Standard Terms and Conditions for Fees and Expenses ☑️ None ☐ Fixed Price Project ☐ Other

Non-Standard Terms and Conditions for Fees and Expenses - With Reasons Needed

RESOURCE DETAILS
Complete the table below for the resource(s) being assigned.

Vendor Resources

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ADDITIONAL COSTS

☑️ None ☐ See Below

TOTAL COST

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<th>Vendor Resource Costs for no-fixed-price projects</th>
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VENDOR ASSUMPTIONS
List any vendor assumptions associated with this Statement of Work.

This is a time and material based engagement. Travel is not included.

VENDOR AUTHORIZATION

Name (Last Name, First Name)  Position

Signature  Date (YYYY-MM-DD) 2016-02-16

OCIO BRANCH REVIEW AND APPROVALS

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Manager (Last Name, First Name)  Manager Signature  Date (YYYY-MM-DD) 2016-02-16
Sparrow, Sandra

Director (Last Name, First Name)  Director Signature  Date (YYYY-MM-DD) 2016-02-16
Balram, Jack

Departmental AUTHORIZATION

Manager (Last Name, First Name)  Manager Signature  Date (YYYY-MM-DD) 2016-02-17
Taylor, Heather

Director (Last Name, First Name)  Director Signature  Date (YYYY-MM-DD) 2016-02-17
Power, Loyola

Puddester, Leigh

Deputy Minister

P.O. Box 8700, St. John's, NL Canada A1B 4J6

Statement of Work  Page 3 of 4
CIO approval only required when the project cost is over $500,000

GUIDELINES FOR COMPLETING THIS DOCUMENT

Each section of the Statement of Work must be completed in full. Do not include additional information without authorization from the OCIO Manager.

The Vendor Resource table includes formulas for the calculations provided. To use this table:
- Enter the specified data for each resource. Once hours and rate are entered, extended costs will be calculated automatically.
- The total resource hours and costs will also be automatically calculated.

FINANCIAL - CIMS USE ONLY

<table>
<thead>
<tr>
<th>Purchase Order Number</th>
<th>Posted By (Last Name, First Name)</th>
<th>Date (YYYY-MM-DD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments

---
STATEMENT OF WORK 2016 - 2017

The following are incorporated by reference into, and from part of, this Statement of Work:
- the Information Technology and Information Management Services Procurement Agreement related to (hereinafter called the Agreement).

OFFER DETAILS

SOW Numbers are for CIMS USE ONLY

Vendor Name: KPMG
SOW #: KP 1617 09

SOW Title: HPRM - OHS (Design Phase)

Start Date: 2016-04-01
End Date: 2016-05-27
Total Estimated Cost: $29,795.00

RESOURCE(S) ASSIGNED TO

OCIO Branch/GNL Entity: Solution Delivery
Director Name: Balram, Jack
DTC Number: 040509

Manager Name: Sparrow, Sandra
Location of Work: 28 Pippy Place and 40 Higgins Line

BODY OF WORK

Specify the services to be provided under this Statement of Work.

Continuation of SOW KP-1516-59 for the provision of professional servers for the Implement HP Records Manager Line of Business for the Occupational Health and Safety Division of Service NL. This will include SDLC design activities.

Note: Vendor resource time sheets are to be approved by OCIO PM prior to submission for compensation.

DELEIVERABLES

List the deliverables associated with this Statement of Work, as appropriate. Add rows as needed.

<table>
<thead>
<tr>
<th>#</th>
<th>DELIVERABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preliminary Design Document</td>
</tr>
</tbody>
</table>
2 Draft SDLC documents as outlined in Project Charter

3

ADD REMOVE

COSTS

Terms and Conditions for Fees and Expenses
For Time and Materials projects, the Standard Terms and Conditions related to fees and expenses apply, as per the Agreement.

Non-Standard Terms and Conditions for Fees and Expenses

☐ None
☐ Fixed Price Project
☐ Other

Non-Standard Terms and Conditions for Fees and Expenses - With Reasons Needed

ADD REMOVE

RESOURCE DETAILS

Complete the table below for the resource(s) being assigned

Vendor Resources

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Resource Name (Last Name, First Name)</th>
<th>Start Date (YYYY-MM-DD)</th>
<th>End Date (YYYY-MM-DD)</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSOS System Analyst</td>
<td>Coady, LeeAnn</td>
<td>2016-04-01</td>
<td>2016-05-27</td>
<td>250</td>
<td>$110.00</td>
<td>$27,500.00</td>
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<td>PSOS System Analyst</td>
<td>Howell, Wilks</td>
<td>2016-04-01</td>
<td>2016-05-27</td>
<td>17</td>
<td>$135.00</td>
<td>$2,295.00</td>
</tr>
</tbody>
</table>

TOTAL: 267 $29,795.00

ADDITIONAL COSTS

☐ None
☐ See Below

Additional Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
<th>Costs</th>
</tr>
</thead>
</table>

ADD REMOVE TOTAL:
TOTAL COST

<table>
<thead>
<tr>
<th>Vendor Resource Costs for no-fixed-price projects</th>
<th>Additional Costs for no-fixed-price projects</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$29,795.00</td>
<td></td>
<td>$29,795.00</td>
</tr>
</tbody>
</table>

VENDOR ASSUMPTIONS
List any vendor assumptions associated with this Statement of Work.

- No travel outside St. John’s required
- No data migration required
- No Administrative Classification required
- No Back-Scanning of Records

VENDOR AUTHORIZATION

Name (Last Name, First Name)  Position

Signature

Date (YYYY-MM-DD)
2016-03-31

OCIO BRANCH REVIEW AND APPROVALS

<table>
<thead>
<tr>
<th>CO</th>
<th>RC</th>
<th>ACAT</th>
<th>ACEL</th>
<th>IDSI</th>
<th>DTC</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>2383</td>
<td>160</td>
<td>7170</td>
<td>0515</td>
<td>000000</td>
<td>$29,795.00</td>
</tr>
</tbody>
</table>

PO Total $29,795.00
Newfoundland Labrador

Government of Newfoundland and Labrador
Office of the Chief Information Officer

Manager (Last Name, First Name)  Manager Signature  Date (YYYY-MM-DD)
Sparrow, Sandra  

Director (Last Name, First Name)  Director Signature  Date (YYYY-MM-DD)
Balram, Jack  

Departmental AUTHORIZATION

Manager (Last Name, First Name)  Manager Signature  Date (YYYY-MM-DD)
Taylor, Heather  

Director (Last Name, First Name)  Director Signature  Date (YYYY-MM-DD)
Power, Loyola  

CIO approval only required when the project cost is over $500,000

GUIDELINES FOR COMPLETING THIS DOCUMENT

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- Enter the specified data for each resource. Once hours and rate are entered, extended costs will be calculated automatically.
- The total resource hours and costs will also be automatically calculated.

FINANCIAL - CIMS USE ONLY

Purchase Order Number  Posted By (Last Name, First Name)  Date (YYYY-MM-DD)

Comments

P.O. Box 8700, St. John's, NL Canada A1B 4J6

Statement of Work  Page 4 of 4
AGREEMENT

THIS AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador, on this day of October 13, 2015 for Agreement.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Service NL

(“the Client”)

AND: Summa Informatics Inc.

(“the Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

   a. “Contract Documents” shall mean and include:
      i. This head agreement (the “Head Agreement”);
      ii. The Scope of Work attached as Schedule “A”;
      iii. The Special Terms and Conditions attached as Schedule “B”;
      iv. The General Terms and Conditions attached as Schedule “C”; and

   b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant’s Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the “Work”). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. **Payment**

1.1 **Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

**Payment Option #1 Applicable or Not Applicable**

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, nineteen thousand two hundred ($19,200.00)(plus HST).

**Payment Option #2 Applicable or Not Applicable**

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) **Person / Professional Designation – Hourly Rate**

**Payment Option #3 Applicable or Not Applicable**

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant. Insert Absolute Limit on Cost of Services (plus HST).

1.2 **Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

**Reimbursement Option A [Applicable or Not Applicable]**

(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:
(i) Accommodations, travel and per diem (maximum $2,000.00 plus HST)

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Consultant.

Reimbursement Option B Applicable or Not Applicable

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of twenty one thousand two hundred as Per Treasury Board Guidelines / Authorization ($21,200.00) (plus applicable HST) (includes a maximum of $2,000 allowable for total expenses) (plus HST).

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF·8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

The Consultant shall submit invoices to:
Occupational Health and Safety Division
Service NL
28 Pippy Place
St. John's, NL A1B 3X4

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Loyola Power
Occupational Health and Safety Division
Service NL
28 Pippy Place
St. John's, NL A1B 3X4
Phone: 709-729-3275
Fax: 709-729-3445

For the Consultant:
Summa Informatics Inc.
Site 11, Box A-4, RR#1
Mount Uniacke, NS B0N 1Z0
Phone: [redacted]
Fax: [redacted]

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**
   It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**
   The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**
   In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**
   The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

   - **Start Date**: November 2, 2015
   - **Completion Date**: November 30, 2015

9. **Effective Date**
   The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. Countersigns
This Agreement may be executed in any number of counteparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Service NL
or his/her authorized designate

Summa Informatica

Authorized Signature

Date: 29/15

Section 40(1)
SCHEDULE "A"
Scope of Work

Modifications/Improvements to the Inspection Tracking Database System.

1. Archive Officer's data from Jan 1, 2006 to Dec. 31, 2010
   No charge for the code as it was previously paid for. Only charge is on site time.

2. Legislative Parameters Report - By order
   Committee - Regs - Part IV Section 25 & Acts - Section 37
   Worker Reps - Acts - Section 41(1) (under 41 Archive)
   Policy - Acts - Section 36.2(1) & 36.2(2) & Regs - Part III 13(1)(a)(b) & 13(2)
   Program - Acts - Section 36.1(1) - (4) & Regs - Part III 12(all)
   Training - Acts - Section 38.1(1) - 38.1(5) & 41(2) - 41(5) & 42.1(4), 42.1(5), 42.1(6), 42.1(7)
   Workplace Designate - Acts - 42.1(1), 42.1(2a), 42.1(2b), 42.1(3)
   3 days

3. Reports to Excel - Rate by Regulation Section and Detailed Company Report by Date.
   3 days

4. Indicate that there are pictures on an inspection by changing colour on the
   Insp/Ord/Note screen. Change made to the supervisor and Laptop versions.
   1 day

5. Speller added to Contact and Note to File screens on Laptop version.
   1 day

6. Change default date on the Note to File screen to today's date instead of inspection
   date.
   N/C

7. Change wording on some reports Strategic to Priority. Detailed Strategic Report (3
   places)
   Summary Activity Report (3 places)
   N/C

8. Report by a specific officer for a date range of everything that they have done,
   inspections and orders. Date, Reason Type, Firm Name, Inspection Number, SWO,
   Insp/Stat. Order/Comply, Act, Regulation The Officer Name can go into the heading.
   3 days

9. Above report exported to Excel
   1.5 days

10. Add Extension Comply By Date to the Order Table screen. Change made in the
    supervisor, laptop and read versions.
    .5 day
11. If officer adds an extension date to an order and clicks on OK, a message should popup to say “Would you like to add a Note to File?” Yes would bring up the Note to File Form screen in the laptop version. 1 day

12. Hazardous Assessment – On the supervisor’s program in File Maintenance add the ability to add a list of Hazardous types and another file to add items to the individual hazardous types, and archive them. Add a Hazardous Assessment button to the Firm Table screen on the laptop version. A hazardous list will be displayed and the officer could tick off the appropriate items. This screen will be added to the supervisor’s program in view mode. These new files would be added to replicate. Need new laptop, supervisor and log manager EXEs. 5 days

13. Hazardous Conditions Report 3 days

14. Hazardous Conditions Query 2 days

15. Required Safety Equipment and Controls – On the supervisor’s program in File Maintenance add the ability to add a list of Required Safety Equipment & Control types and another file to add items to the individual control types, and archive them. Add a Required Safety Equipment & Controls button to the Firm Table screen on the laptop version. A safety equipment list will be displayed and the officer could tick off the appropriate items. This screen will be added to the supervisor’s program in view mode. These new files would be added to replicate. Need new laptop, supervisor and log manager EXEs. 5 days

16. On Site New EXEs will be copied on the officer’s computers and files rebuilt. 3 days

Grand Total (32 Days) $19,200.00

Our daily rate is $600.00 plus applicable taxes. Travel and taxes not included.
SCHEDULE "D"

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the departmental solicitor, and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initiated by the Deputy Minister.

The Special Terms and Conditions of this Agreement are as follows:

OR

1. No Special Terms and Conditions

Deputy Minister

Consultant
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied By The Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL2002 cA-11, or the Personal Health Information Act, SNL2006 cP-7.01, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number;

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations;

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual.
(v) the individual’s fingerprints, blood type or inheritable characteristics.

(vi) information about the individual’s health care status or history, including a physical or mental disability.

(vii) information about the individual’s educational, financial, criminal or employment status or history.

(viii) the opinions of a person about the individual, and

(ix) the individual’s personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any Information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives, or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however
arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1 01, the Privacy Act, RSNC1990 cP-22, and Personal Health Information Act, SNL2008 cP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The Client may be compelled to disclose financial information pursuant to the first cited Act.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information,

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule “D” as may be provided to the Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s Information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential Information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/CIVIL/ati/PP/default.htm

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.
3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.
Article - 7.  LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8.  COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9.  ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.
Article 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.
Article - 14. GENERAL

(a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
# Project Change Request

<table>
<thead>
<tr>
<th>Project Number</th>
<th>040509</th>
<th>Project Manager</th>
<th>Sandra Sparrow</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
<td>HPRM - SNL-OHS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Change Request (CR) Number</strong></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Work Offer Number</strong></td>
<td>Direct to Primary</td>
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<td></td>
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<tr>
<td><strong>Change Request Date</strong></td>
<td>2016-07-14</td>
<td></td>
<td></td>
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<tr>
<td><strong>Purchase Order Number</strong></td>
<td>216015719</td>
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## Change Summary Information

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<tr>
<th>Priority</th>
<th>☐ High</th>
<th>☒ Medium</th>
<th>☐ Low</th>
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</thead>
<tbody>
<tr>
<td><strong>Overall Impact</strong></td>
<td>☒ Major</td>
<td>☐ Minor</td>
<td></td>
</tr>
</tbody>
</table>

### Total Change to Project Budget

- **Project Budget**: $90,200
- **Revised Project Budget**: $95,000

### Total Change to Fiscal Budget

- **Fiscal Budget**: $74,800
- **Revised Fiscal Budget**: $79,800

### Total Change to WO/PO

- **WO Value**: $21,665
- **Revised WO Value**: $26,465

### Schedule

- **Original End Date**: 2016-08-05
- **Last Revised End Date**: 2016-08-05
- **New Revised End Date**: No change

### Other

- **Scope Change**: To include travel to Corner Brook for one day of End User Training on-site Go-Live and five days of Post-Implementation Support on site in Corner Brook.
- **PO Increase**: WO will need to be increased to cover cost of travel to Corner Brook for Willis Howell and additional 5 days (32.5 hours) for Post-Implementation Support.
- **Budget Increase**: Project Budget will need to be increased by $4,500.00 to accommodate this change.

**Explain**

- Scope - Originally travel outside St. John's was out of scope. After discussions with the project sponsor and client representatives, it was deemed necessary to adjust the scope to...
include travel to Corner Brook to facilitate one day of End User Training, on-site Go-Live and five days of Post-Implementation Support on site for the Western Region of OHS

**Description**
This change request is required to provide End User Training, on-site Go-Live and Post Implementation Support (five days) to the Western Region in Corner Brook.

This work offer increase will require 32.5 additional hours for Willis Howell ($3,900) and travel costs ($900). Total increase to PO is $4,800.00.

**Justification**
Increase in budget is required to allow for training, implementation, and post-implementation support on site at the Western Region in Corner Brook to ensure successful completion of current project.

**Impact of Not Implementing**
Training and Post Implementation Support for Western Region will not proceed without increase to PO.

**RESOURCE CHANGES**

*For resource changes: Only list the delta changes, such as additional hours, additional resources, substitution of resources etc*

### REVISED CONSORTIUM RESOURCES

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Resource Name</th>
<th>Start Date</th>
<th>End Date</th>
<th>Total Changed Hours</th>
<th>Hourly Rate</th>
<th>Extended Costs</th>
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</thead>
<tbody>
<tr>
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<td>Lee Ann Coady</td>
<td>2016-04-01</td>
<td>2016-06-30</td>
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<td>95</td>
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<td>PS06 Systems Analyst L1</td>
<td>Willis Howell</td>
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<td>120</td>
<td>$3,900.00</td>
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Total Change in Hours and Cost: 33 $3,900.00

### REVISED ADDITIONAL COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
<th>Costs</th>
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<tr>
<td>Travel</td>
<td>Cost of travel to Corner Brook for Willis Howell</td>
<td>$900.00</td>
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Total Change in Additional Costs $900.00
## Purchase Order Information

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<th>RC</th>
<th>AC</th>
<th>AE</th>
<th>LO</th>
<th>DTC</th>
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<th>PO Adjustment Amount</th>
<th>PO New Amount</th>
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</tr>
</tbody>
</table>

### For Corporate Operations Use Only (After Approvals)

- **Posted By**: [Signature]
- **Date**: [Date]

### Prepared By

- **Project Manager**: Sandra Sparrow
- **Signature**: [Signature]
- **Date**: 2016-07-13

### Reviewed By

- **Delivery Manager**: [Signature]
- **Date**: 2016-07-13

- **Director**: [Signature]
- **Date**: 2016-07-13

### Approved By:

- **(If no change in cost)**
- **Jack Balram**: [Signature]
- **Date**: 2016-07-13

**Vendor Name**: Prima
<table>
<thead>
<tr>
<th>Vendor *</th>
<th>(name)</th>
<th>(signature)</th>
<th>2016-07-13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"An email from the Vendor with this document submitted, with the approval of the change request constitutes vendor endorsement. Important: Return a copy of the email in PFM.

<table>
<thead>
<tr>
<th>Department Director</th>
<th>Approved</th>
<th>Rejected</th>
<th>Loyola Power</th>
<th>(name)</th>
<th>(signature)</th>
<th>(date)</th>
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</thead>
<tbody>
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<table>
<thead>
<tr>
<th>Deputy Minister</th>
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<th>Rejected</th>
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<th>(signature)</th>
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<td>July 2014</td>
</tr>
</tbody>
</table>
STATEMENT OF WORK 2016 - 2017

The following are incorporated by reference into, and from part of, this Statement of Work:
- the Information Technology and Information Management Services Procurement Agreement related to (hereinafter called the Agreement).

OFFER DETAILS

SOW Numbers are for CIMS USE ONLY

Vendor Name  PRIMA  SOW #  1617  [ ] PRO  [ ] VRR  [ ] Direct to Prima

SOW Title  HPRM - OHS (Execute to Close)  [ ] Resource  [ ] Project

Start Date  2016-07-01  End Date  2016-08-05  Total Estimated Cost  $21,665.00

RESOURCE(S) ASSIGNED TO

OCIO Branch/GNL Entity  Solution Delivery  Director Name (Last Name, First Name)  Balram, Jack  DTC Number  040509

Manager Name (Last Name, First Name)  Sparrow, Sandra  Location of Work  28 Pippy Place

BODY OF WORK

Specify the services to be provided under this Statement of Work.

Provision of Professional services to complete the implementation of HPRM Line of Business (including Advanced Workflow) for the Department of Service NL, Occupational Health and Safety Division. This will include SDLC execute to close activities.

Scope of Work includes:
- Continued gathering and documenting of information from stakeholder interviews, workshops, and technical analysis.
- Conduct Demos of work flow processes and obtain client sign off of final configuration.
- Build and implement the HPRM configuration to meet the functions identified above.
- Work with OHS HPRM Administrators to ensure adequate Knowledge transfer of system configuration and work flow processes.
- Prepare User Acceptance Testing (UAT) scripts.
- Conduct formal UAT testing of the configuration and obtain client sign off of the testing results.
- Provide assistance and guidance to OHS in developing their Business Rules and Process documentation for the use of
workflow within HPRM.
• Prepare various user guides designed to assist OHS staff to use the system on a day to day basis.
• Prepare a HPRM Configuration Report detailing the developed HPRM system.
• Prepare the various technical documents required by the OCIO to transition the new HPRM instance from Development to Production including:
  o Application Build Book Appendix
  o Database Build Book Appendix
  o DAD Appendix
  o OPM Appendix
  o Service Desk Support Guide Appendix
  o Disaster Recovery Checklist (Updated)
• Develop Workflow documentation.
• Provide two weeks of post implementation support.

Assumptions:
• No travel outside St. John’s.
• No data migration required.
• No classification of Administrative / Executive Correspondence is required
• No Back-Scanning of Records

Note: Vendor resource time sheets MUST be approved by OCIO PM prior to submission for compensation.

DELIVERABLES
List the deliverables associated with this Statement of Work, as appropriate. Add rows as needed.

<table>
<thead>
<tr>
<th>#</th>
<th>DELIVERABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Configured HPRM Application</td>
</tr>
<tr>
<td>2</td>
<td>HPRM Configuration Report</td>
</tr>
<tr>
<td>3</td>
<td>UAT Scripts</td>
</tr>
<tr>
<td>4</td>
<td>UAT Signoff</td>
</tr>
<tr>
<td>5</td>
<td>Client Acceptance Form</td>
</tr>
<tr>
<td>6</td>
<td>Application Build Book Appendix</td>
</tr>
<tr>
<td>7</td>
<td>Database Build Book Appendix</td>
</tr>
<tr>
<td>8</td>
<td>DAD Appendix</td>
</tr>
<tr>
<td>9</td>
<td>OPM Appendix</td>
</tr>
<tr>
<td>10</td>
<td>Service Desk Support Guide Appendix</td>
</tr>
<tr>
<td>11</td>
<td>Disaster Recovery Checklist (Updated)</td>
</tr>
<tr>
<td>12</td>
<td>Workflow documentation</td>
</tr>
</tbody>
</table>
COSTS

Terms and Conditions for Fees and Expenses
For Time and Materials projects, the Standard Terms and Conditions related to fees and expenses apply, as per the Agreement.

Non-Standard Terms and Conditions for Fees and Expenses
☑ None ☐ Fixed Price Project ☐ Other

Non-Standard Terms and Conditions for Fees and Expenses - With Reasons Needed

RESOURCE DETAILS
Complete the table below for the resource(s) being assigned.

Vendor Resources

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Resource Name</th>
<th>Start Date (YYYY-MM-DD)</th>
<th>End Date (YYYY-MM-DD)</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Extended Costs</th>
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<tbody>
<tr>
<td>PSCB System Analyst</td>
<td>Condry, Lee Ann</td>
<td>2016-07-01</td>
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ADD   REMOVE

TOTAL: 217 $21,665.00

ADDITIONAL COSTS

☑ None ☐ See Below

TOTAL COST

<table>
<thead>
<tr>
<th>Vendor Resource Costs for no-fixed-price projects</th>
<th>Additional Costs for no-fixed-price projects</th>
<th>Total Costs</th>
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</thead>
<tbody>
<tr>
<td>$21,665.00</td>
<td></td>
<td>$21,665.00</td>
</tr>
</tbody>
</table>
VENDOR ASSUMPTIONS
List any vendor assumptions associated with this Statement of Work.

- No travel outside St. John's required
- No data migration required
- No Administrative Classification required
- No Back-Scanning of Records

VENDOR AUTHORIZATION

<table>
<thead>
<tr>
<th>Name (Last Name, First Name)</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patsy Tremblett</td>
<td>President &amp; CEO</td>
</tr>
</tbody>
</table>

Signature Date (YYYY-MM-DD) 2016-06-24

OCIO BRANCH REVIEW AND APPROVALS

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<th>RC</th>
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<th>ACEL</th>
<th>LOBJ</th>
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<td>7170</td>
<td>0515</td>
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<td>$21,700.00</td>
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Manager (Last Name, First Name)  Manager Signature Date (YYYY-MM-DD) 2016-06-24

Krauklis, Tom

Director (Last Name, First Name)  Director Signature Date (YYYY-MM-DD) 2016-06-24

Balram, Jack

Departmental AUTHORIZATION

Manager (Last Name, First Name)  Manager Signature Date (YYYY-MM-DD)

Patsy Taylor  2016-06-24

P.O. Box 8700, St. John's, NL Canada A1B 4J6

Statement of Work  Page 4 of 5
CIO approval only required when the project cost is over $500,000

GUIDELINES FOR COMPLETING THIS DOCUMENT

Each section of the Statement of Work must be completed in full. Do not include additional information without authorization from the OCIO Manager.

The Vendor Resource table includes formulas for the calculations provided. To use this table:
- Enter the specified data for each resource. Once hours and rate are entered, extended costs will be calculated automatically.
- The total resource hours and costs will also be automatically calculated.

FINANCIAL - CIMS USE ONLY

Purchase Order Number  Posted By (Last Name, First Name)  Date (YYYY-MM-DD)

Comments
Memorandum of Understanding

NB  NS  NL  PEI

Atlantic Canada DL/ID Card Project
MEMORANDUM OF UNDERSTANDING CONCERNING
ATLANTIC PROVINCES DRIVERS LICENSE ID CARD PROJECT

BETWEEN:

The Province of New Brunswick (hereinafter referred to as "New Brunswick")

-and-

HER MAJESTY IN RIGHT OF the Province of Newfoundland and Labrador, as represented by the Minister of Service NL and the Minister for Municipal and Intergovernmental Affairs (hereinafter referred to as "Newfoundland and Labrador")

-and-

The Province of Nova Scotia (hereinafter referred to as "Nova Scotia")

-and-

The Province of Prince Edward Island (hereinafter referred to as "Prince Edward Island")

WHEREAS each of New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island (collectively, the "Parties"), wish to offer a driver's license/identification card ("DL/ID") with enhanced security features as well as facilitate uniformity in the DL/ID designs as per the American Association of Motor Vehicle Administrators specifications;

AND WHEREAS the Parties believe that a joint procurement method for hardware and consumables for a DL/ID will result in a significant cost savings for each of the Parties;

AND WHEREAS the Parties would like to issue a joint Request for Proposal for a DL/ID issuance system (the "RFP") as soon as practical;

AND WHEREAS Newfoundland and Labrador has authority under the Intergovernmental Joint Purchasing Act SNL 1998 cf-19.1 to enter into an agreement with one or more governments for their joint acquisition of goods and services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:
Article 1 - Purpose:

1.1 The purpose of this MOU is to outline the conditions and procedures for the issuance of an RFP by the Parties.

1.2 This MOU establishes the responsibility of each of the Parties in preparing the RFP, setting evaluation criteria for the RFP, for expenses related to the RFP and the conditions for termination of this MOU by one or more parties.

Article 2 - Procurement Committee:

2.1 The Parties will establish a Procurement Committee following the execution of this MOU to oversee the issuance and award of the RFP.

2.2 Each party will appoint one representative to the Procurement Committee.

2.3 The Procurement Committee will undertake the following tasks:
   • review jurisdictional requirements with a view of standardizing such requirement within the region;
   • hold meetings and conference calls as required to facilitate development of an RFP;
   • agree to a time-table for all tasks;
   • such other tasks as are necessary to ensure the RFP is issued and awarded in a timely manner.

2.4 The members of the Procurement Committee will attempt to make consensus decisions on all issues associated with the RFP and its award.

Article 3 - Atlantic Procurement Agreement:

3.1 The Parties shall abide by all rules and regulations for Atlantic procurement as set out in the Atlantic Procurement Agreement, between the Parties and dated January 18, 2008, and the laws of each of the jurisdictions of the respective Parties.

Article 4 - Co-ordinating Province:

4.1 The Parties agree Prince Edward Island will be the co-ordinating jurisdiction for the RFP and it will issue the RFP on behalf of all Parties.

4.2 Prince Edward Island will post the RFP on its website and will be responsible for responding to questions from prospective bidders, in consultation with the Procurement
Article 5 - Consultant:

5.1 Prince Edward Island shall retain a consultant as identified by the Procurement Committee for the purpose of assisting with the drafting of an RFP and subsequent review of submissions, and such other matters as are necessary to facilitate the procurement of an DL/ID issuance system for the Parties.

5.2 The Parties each agree to contribute up to $10,000 inclusive of HST per annum for the cost of the consultant, to a maximum individual contribution of $20,000 inclusive of HST for each Party over two years.

5.3 The cost of the consultant shall be shared equally between each of the Parties.

5.4 Prince Edward Island shall invoice each of the other Parties for the other Party’s contribution to the consultant fees on an annual basis and each of the Parties shall pay this amount to Prince Edward Island within 60 days of the date of the invoice from Prince Edward Island.

5.5 Any Party that terminates this MOU pursuant to subsection 8.3 shall remain responsible for the costs of the consultant up to a maximum amount of $20,000 inclusive of HST in accordance with this section.

Article 6 - Canadian Drivers License Compact:

6.1 The Parties shall comply with the rules, regulations and definitions agreed to in the Canadian Drivers License Compact.

Article 7 - General:

7.1 Any notices given pursuant to this MOU will be in writing and will be given by personal delivery, or sent by electronic facsimile, or mailed by prepaid registered mail, or delivered by courier service. Subject to change by any party with written notice, notices will be addressed as follows:

To New Brunswick:  Department of Public Safety
Minister of Public Safety
Registrar of Motor Vehicles
P.O. Box 6000
Fredericton, NB E3B 5H1
FAX:  506-453-7455
Attention: Chris O’Connell
8.2 The provisions of this MOU will become effective on the 1st day of March 2014 and will continue to be in effect for 2 years therefrom unless earlier terminated hereunder.

8.3 This MOU may be terminated by a Party upon giving each of the other Parties 30 days’ notice and the MOU shall remain in effect for the remaining Parties.

8.4 This MOU constitutes the entire arrangement and understanding of each party relating to the subject matter hereof and supersedes all prior understandings, discussions, negotiations, commitments, representations, and warranties, written or oral, express or implied between them.

8.5 The MOU may be amended or modified only by instruction in writing executed by each of the Parties, as represented by the Signatories of this MOU or the successor to their respective offices.
IN WITNESS THEREOF, this MOU is signed in quadruplicate, each version being equally authentic.

For and on behalf of the Government of New Brunswick

[Signature]

Bruce Northrup
Minister of Public Safety

For and on behalf of the Her Majesty in Right of Newfoundland and Labrador

[Signature]

David Brazil
Minister Service NL

Dan Crummell
Minister of Municipal and Intergovernmental Affairs

For and on behalf of the Government of Nova Scotia

[Signature]

Mark Furey
Minister of Service Nova Scotia and Municipal Relations

For and on behalf of the Government of Prince Edward Island

[Signature]

Robert Vessey
Minister of Transportation and Infrastructure Renewal

July 15, 2014

July 30, 2014

Aug 12, 2014

June 11, 2014

May 29, 2014
February 16, 2015

Carolyn Burgraaf
Registrar
Service NL
Government of Newfoundland and Labrador
P.O. Box 8710,
St. John's, NL A1B 4J5

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Ian Williams
75 First Street, Suite 210
Orangeville, Ontario L9W 5B6
Telephone: (613) 777-6805
www.idsysgroup.com

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**INVOICE**

<table>
<thead>
<tr>
<th>Vendor No.:</th>
<th>Company Name DBA: Identity Systems Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Legal Name:</td>
<td>Ian Williams</td>
</tr>
<tr>
<td>P.O. Number:</td>
<td>2150588858</td>
</tr>
<tr>
<td>Invoice Number:</td>
<td>PE02162016</td>
</tr>
</tbody>
</table>

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Per the Agreement; Billing Instalment 4/8: **Newfoundland & Labrador**

<table>
<thead>
<tr>
<th>Date</th>
<th>Consultant Activities</th>
<th>Billable Milestone</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/2015</td>
<td>4 Months Consultant Activities (Oct/15 – Feb/16)</td>
<td>No</td>
<td>$9408.00</td>
</tr>
<tr>
<td></td>
<td>Meeting in Moncton, NB Nov 13, 2015, Preparation of reports and analysis, Conference calls, emails etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**Total Invoice amount**  
$9408.00

This invoice is for the amount of: $9408.00

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Payment terms are net 30 days from date of invoice. Your attention to this matter is appreciated. Please direct payment to:

Ian Williams
Identity Systems Group
75 First Street, Suite 210
Orangeville, ON L9W5B6

Queries regarding this invoice should be sent to ian@idsysgroup.com or telephone: (613) 777-6805. Overdue accounts past Net 30 subject to late payment fees of 1.5% per month.