August 8, 2015

Dear [REDACTED]—

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: HCS/050/2015]

On July 29, 2015 the Department of Health and Community Services received your request for access to the following records/information:

"Any and all records pertaining to creative and media costs of the Strategic Health Workforce Plan announcement and all relevant promotional materials or media advertisements."

The Department has reviewed your request in the context of the Access to Information and Protection of Privacy Act and is pleased to inform you that a decision has been made to provide access to the requested information. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

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 Office of Public Engagement's 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 the undersigned by telephone at 709-729-7007 or by email at angelapower@gov.nl.ca.

Sincerely,

[Signature]

Angela Power
ATIPP Coordinator
Professional Services Approval Form
Revision: October 1, 2013

Part 1 – Obtain Executive Approval for Work to be Performed

Provide a detailed description of the work to be performed:
The release of the Strategic Health Workforce Plan 2015-2018 is being coordinated with the release of reports by the Department of Advanced Education and Skills (AES) but not limited to the Population Growth Strategy and Workforce Development Action Plan. The scope of work on the Newfoundland and Labrador Strategic Health Workforce Plan will include tables and illustrated stats with photography supplied by the Department of Health and Community Services (HCS), and application of plain language and style edits including plain language editing, consistency of voice, style and proofreading based on 35,000 words. Specific work includes:

Document Layout:
• Layout of 30+ pages of text
• Pull quotes/text frames
• Incorporate supplied photos + infographics
• 2-3 rounds of revisions

Tables/Infographics:
• Layout of 9 graphs/charts for document appendix
• Illustration of approximately 20 infographics for use throughout document.
• Up to 2 rounds of revisions to charts/graphs and infographics

Two deliverables are expected: 1) PDF version of the report suitable for online/website distribution, and 2) PDF version of the report suitable for print distribution. All original files will be supplied to the Client by the Consultant in Indesign format.

Estimated Cost $7,600 (Estimate of $6,720 + 13% HST)

Expected Duration: 3 weeks from date the plan is received by Perfect Day

Budgeting Information Questions – Consult with the Manager of Financial Operations or the Manager of Budgeting if required
1. Do you have a Budget allocation for Professional Fees: √ Yes No
2. Account #: 4072 120 5500 G05
3. Is a Transfer of funds required? Yes √ No
4. Is Treasury Board Approval required? Yes √ No
   (Contracts over $50,000 and not allocated in the budget require T-B Approval)

5. Pre-commitment of Funds as per the Financial Administration Act? Yes √ No
   (Treasury Board Approval is required if contract covers multiple fiscal years)

6. What method of solicitation will be used to obtain bids/quotes/or proposals?

   A. Limited Call  □
      - Requires a minimum of three quotes by phone or email if total cost is less than $50,000

   B. Public Call / Request for Proposals (RFP) □
      - If the total cost exceeds $50,000 the request must be advertised publicly

* Detailed explanations must be provided if no limited call will be performed or if a supplier is being chosen because they are a sole source for the services.

Perfect Day Canada was chosen as the sole source provider to complete the format, layout and design of the multi-page Newfoundland and Labrador Strategic Health Workforce Plan document. Perfect Day Canada has been already contracted by the Department of Advanced Education and Skills (AES) to complete the layout and design of the Workforce Development Action Plan and Population Growth Strategy. The Newfoundland and Labrador Strategic Health Workforce Plan aligns with the AES plan and strategy. Discussions between officials from AES and HCS confirmed that the Newfoundland and Labrador Strategic Health Workforce Plan should have a similar appearance and format. Approval to pursue a sole source approach was provided by the Deputy Minister of HCS.

Signatures Required for Approval:

Submitted by: [Signature]
Date: April 23, 2015

Divisional Director Approval: [Signature]
Date: April 28, 2015

Departmental Controller Approval: [Signature]
Date: April 21/15

Director of Communications Approval: [Signature]
Date: May 6/15

Branch ADM Approval: [Signature]
Date: May 7/15

Deputy Minister Approval: [Signature]
Date: May 26/15

Minister Approval: [Signature]

Once all necessary approvals have been obtained as outlined above a Request for Proposals (RFP) or solicitation of three bids or quotes can commence. RFPs must be reviewed and approved by the Departmental Controller and the Director of Communications before being advertised for a public call or being forwarded to potential vendors under a limited call.
Request for Proposals (RFP) Approval

Departmental Controller Approval: [Signature] Date: [May 6/15]

Director of Communications Approval: [Signature] Date: [May 6/15]
Professional Services Approval Form

Part 2 – Vendor/Consultant Selection

The selection of the consultant is performed after all bids/quotes/proposals have been submitted.

Approaches to selecting a consultant or proposal vary depending on the degree of work to be performed by the consultant(s).

The External Consultants Guidelines recommend that an evaluation committee be setup to perform evaluation of the proposals. The committee should have the following characteristics:

1. Consist of a minimum of three members
2. Be free of bias to ensure the review is independent
3. The committee must reach a consensus regarding selection

The members of the evaluation committee should use the following evaluation procedure in evaluation the proposals:

1. Use evaluation factors of Previous Experience, Approach and Methodology, and Fee
2. Assign criteria under each of the three factors listed above
3. Assign weights to each of the criteria
4. Evaluate the proposals and rank them based on the weighting of the criteria outlined in Step 3.

An example based on 100 points being available would be to assign 25 to Previous Experience, 50 to Approach and Methodology, and 25 to the fee. These points should then be further broken down amongst criteria within the three factors.

If assistance is required in this step questions should be directed to the Manager of Financial Operations.
Part 3 – Contract Approval

At this stage a standardized contract should be completed. A template version of a standard contract can be found in the Department’s Toolkit. At this stage signatures are required for final approval to hire the consultant(s).

Name of Successful Consultant(s): Perfect Day Canada

Final Contract Amount: $6,720 + 13% HST

Contract #: ________________________________

Signatures Required for Approval:

Contract Prepared by: ________________________________
Date: ______________

Divisional Director Approval: ________________________________
Date: ______________

Manager of Financial Operations: ________________________________
(Contracts less than $50,000)
Date: ______________

Department’s Solicitor: ________________________________
(Dept. of Justice – See Note 1)
Date: ______________

Departmental Controller: ________________________________
(Contracts greater than $50,000)
Date: ______________

Branch ADM Approval: ________________________________
(Contracts greater than $50,000)
Date: ______________

Corporate Services ADM: ________________________________
(Contracts greater than $100,000)
Date: ______________

Note 1: Contracts less than $50,000 will be reviewed by the Manager of Financial Operations to determine if the contract should be reviewed by the Dept. of Justice.

A copy of the completed forms (Part One, Two, and Three) and a copy of the completed contract must be provided to the Manager of Financial Operations.

The preparer should retain the original forms and contract for audit purposes.
Professional Services Approval Form

General Information Appendix

- All Professional Services Expenditures must be in accordance with the Guidelines for Hiring External Consultants which is available on the following website: http://www.intranet.gov.nl.ca/cg/consultant.asp

- No commitment (verbal or otherwise) should be made to a third party until all pieces of this checklist are completed

Is this a professional fee?

Definition of Consultant:
- An external consultant is deemed to be a private individual, group of individuals, company or institution with a high level of attainment in a professional, scientific, technical or managerial field which is engaged directly by a government department to perform specific work of an advisory nature not covered under the Public Tender Act.

- Section 2(g) of Public Tender Act refers to services that are exempt from Public Tender Act as:
  "services" does not include legal, engineering, architectural, accounting, land surveying, banking or insurance services, voice telephone services, or other services that require the giving of an opinion, creativity, the preparation of a design, or technical expertise”.

- If the service you are requiring does not meet the above, then the service is considered “Tenderable” and normal purchasing procedures are required, e.g. Issuance of Purchase Order, three quotes or tender if necessary and this checklist is not required.

What is required in a Request for Proposal (RFP)?

An RFP should at least have the following items:
- Project Scope
- Dates
- Terminology
- ID Requirements
- Evaluation Process (outline how proposals will be evaluated)
- Project Info
- Multi-phased
- Do not include anticipated Budget Amount in RFP
- Payment should be made at end of contract or after some deliverable has been met and meets Scope of Work.

The list above is given as a general guideline. The Financial Services Division and Communications Division should be consulted when developing content for an RFP.
Once an RFP has been issued an Evaluation Committee should be organized. The Committee should have the following characteristics:

- Have a minimum of three members
- Be free of bias so the review can be independent
- Reach a consensus

**The Evaluation Process:**

- The committee will determine criteria for ranking/scoring the proposals and assigning weights (points) to each criteria
- Sample of Evaluation factors – based on 100%
  - Fee (Minimum of 25%)
  - Approach / Methodology 50%
  - Previous Experience 25%

**Other Notes:**

- If the total cost is greater than $100,000
  - Cabinet approval is required in selection of the consultant(s)
- Contracts that are anticipated to go into multi-years require Cabinet approval as per section 26(4)(a) of the Financial Administration Act.
- Contracts should not contain initial payments before work is completed, except under special circumstances (e.g. Consultant must incur significant up front costs).
- Final payment should only be made based on a final report or work being performed is satisfactorily completed as terms of the contract.
- All contracts should be exclusive of HST and any travel or other expenses should be included as part of your contract price and be clearly identified and approximated based on eligible costs and in accordance with Government’s Travel Policies and Procedures.

Any questions relating to the Hiring of External Consultants should be directed to the Manager of Financial Operations.
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 21st day of April, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Health and Community Services ("the Client")

AND: Perfect Day Canada ("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**
Subject to Article 3.1.3, 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, $6,720 (plus HST).

1.2 **Reimbursement of Expenses**
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 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 $7,600 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:
Director of Health Workforce Planning
Health Workforce Planning Division
Department of Health and Community Services
P.O. Box 8700, St. John’s, NL A1B 4J6

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:

Director of Health Workforce Planning Division (Acting)
Andrew Wells
Health Workforce Planning Division
Department of Health and Community Services
P.O. Box 8700, St. John’s, NL A1B 4J6

Phone: 709-729-2501
Email: andrewwells@gov.nl.ca

For the Consultant:

Creative Director
John Devereaux
134 Water Street, St. John’s, NL A1C 1A8

Phone: 709-753-6253
Email: john@perfectdaycanada.com

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:** 27 May 2015
- **First Draft:** 10 June 2015
- **Completion Date:** 17 June 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 Health and Community Services or his/her authorized designate

PERFECT DAY CANADA

[Signature]

Authorized Signature
Date:  27th May 2015
SCHEDULE “A”
SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services:

Insert a description of the work or services to be performed by the Consultant

The release of the Strategic Health Workforce Plan 2015-2018 is being coordinated with the release of reports by the Department of Advanced Education and Skills (AES) but not limited to the Population Growth Strategy and Workforce Development Action Plan. The scope of work on the Newfoundland and Labrador Strategic Health Workforce Plan will include tables and illustrated stats with photography supplied by the Department of Health and Community Services (HCS), and application of plain language and style edits including plain language editing, consistency of voice, style and proofreading based on 35,000 words. Specific work includes:

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Tables/Infographics:
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• Up to 2 rounds of revisions to charts/graphs and infographics

Two deliverables are expected: 1) PDF version of the report suitable for online/website distribution, and 2) PDF version of the report suitable for print distribution. All original files will be supplied to the Client by the Consultant in Indesign format.
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

________________________________________
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 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, RSLN1990 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/atipp/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 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
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 (ie., 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:
  
  o Share personal computer drives or folders on a computer accessing the network; or
  
  o 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
COST ESTIMATE

NEWFOUNDLAND AND LABRADOR STRATEGIC HEALTH WORKFORCE PLAN

Project Requirements

Perfect Day will layout and design the multi-page “Newfoundland and Labrador Strategic Health Workforce Plan” document. The document will be similar in look and feel to the Population Growth Strategy Framework, and include tables and illustrated stats along with photography supplied by GovNL.

Cost Estimate

Document Layout

- layout of 30+ pages of text
- include pull quotes/text frames
- incorporate supplied photos + infographics
- 2 – 3 rounds of revisions
- design will compliment the PGSF

$4,000

Tables/Infographics

- layout of 9 graphs/charts for document appendix
- illustration of approximately 20 infographics for use throughout document.
- up to 2 rounds of revisions to charts/graphs and infographics

$2,720

TOTAL $6,720

Terms of Estimate

This estimate is valid for 30 days from the date indicated. Prices are subject to change as additional information is supplied. Please note that HST is not included in this estimate.

If you have any questions or concerns regarding the quote, or scope of work, please feel free to contact us.

Cheers,

John Devereaux
Creative Director
**Invoice to:**
Health Workforce Planning Division  
Department of Health and Community Services  
1st Floor, West Block, Confederation Building  
P.O. Box 8700  
St. John’s, NL A1B 4J6

**Date**  
3 August 2015

**Invoice Number**  
1205

**Job Number**  
PDC1223

<table>
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<th>Description</th>
<th>Amount</th>
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<tr>
<td>PDC1223 - Health Workforce Document</td>
<td>$6,720</td>
</tr>
<tr>
<td>Editing, design, publishing, illustration, and implementation, visualization of various sets of data and file supply of Health Workforce Document</td>
<td></td>
</tr>
</tbody>
</table>

**Terms**  
30 Days Net  
PAYMENTS OVER THIS ARE SUBJECT TO 10% INTEREST

**HST Number**  
83215 5865 RT0001

*Please send remittance advice to heather@perfectdaycanada.com or to the address at the bottom of this page.*

**Net**  
$6,720

**HST @ 13%**  
$873.60

**Total**  
$7,593.60
Internal Printing Requisition
Printing & Micrographic Services
Tel: 729-3210 Fax: 729-4889

PDFs of Printing Requisitions must be e-mailed to printrequests@gov.nl.ca only.
Files for printing must be sent to printingservices@gov.nl.ca only.
Incomplete forms will be returned. Please call if you need assistance.

Requested by: Andrew Wells

Department: Health + Community Services
Division: Health Workforce Planning

Date Requested: July 16, 2015
Date Required (not 'ASAP'): July 20, 2015

# of copies required: 250
Total page count (incl. covers): 50

- [ ] Print single sided
- [ ] Print double sided
- [ ] Combo of the two

Account Center Number: 1

Delivery/Mailing Address (client must arrange any courier pickup and charge to their own account):

1st Floor West Bldg Office 1344

Proofing:
- [ ] Print with no proof
- [ ] Proof required

Document Source:
- [ ] Hard copy, NO changes
- [ ] Hard copy, CHANGES required
- [ ] Disk/Flash Drive
- [ ] E-mail: (Sender’s Name & Date of email)

Paper Stock (cover):
- [ ] No Preference
- [ ] Plain White Card
- [ ] 100 lb Silk
- [ ] 100 lb Gloss
- [ ] Other (specify):

Paper Stock (inside or if single sheets):
- [ ] No Preference
- [ ] 24 lb Bond paper
- [ ] 60 lb Book paper
- [ ] 80 lb Silk text
- [ ] 80 lb Gloss text
- [ ] Other (specify):

NCR Forms:
- [ ] 2 part
- [ ] 3 part
- [ ] 4 part
- [ ] Numbered
- [ ] First # __________ Last # __________

Tabs:
- [ ] Pre-numbered Manila/buff
- [ ] White with text (please supply Word file)
- [ ] White with numbers (specify range):
  First # __________ Last # __________

Envelopes:
- [ ] Kraft
- [ ] White
- [ ] Window
Flap:
- [ ] on top
- [ ] on side
Size:

Bindery:
- [ ] Saddle Stitch
- [ ] Spiral Bound
- [ ] Perfect Bound
- [ ] Cerlox Bound
- [ ] Score
- [ ] Folded: # of folds:
- [ ] Perforated
- [ ] Staple: [ ] TLC [ ] LHS
- [ ] Drill: # of holes:
- [ ] Pad (of sheets per pad):
- [ ] Shrinkwrap

Special Instructions (incomplete or unclear information may result in delay of printing and finishing):

For release + launch with Media
July 20, 130, 2015. Will require delivery in
AM. Thanks! Brian.

The undersigned approves this Internal Printing Requisition and requests Printing & Micrographic Services Dept. or the Queen’s Printer to procure the goods or services described herein.
Date authorized: ________________________________
Authorised Signing Officer: ________________________

[Stamp: Received] JUL 16 2015
[Stamp: Final Proof]