COR/2015/02832

September 22, 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 TW/038/2015; Confirmation Code 7A84RU).

On July 30, 2015, the Department of Transportation and Works received your request for access to the following records/information:

In an Estimates Committee meeting examining the Estimates of the Department of Transportation and Works on May 5th, 2015 the minister noted that $35,000 was spent in the 2014-2015 budget year (Budget Line 1.2.03 Policy, Planning and Evaluation Line 01Professional Services) to Partnership BC "who has the knowledge of the P-3 process, the PBC, under their initiative to initiate our first steps towards using this as another tool for developing our infrastructure process." I would like to have the a copy of the original contract outlining what the Department is paying Partnership BC (PBC) to do, final report from that

Please be advised that a decision has been made by the Deputy Minister for the Department of Transportation and Works 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 you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). 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.

P.O. Box 8700, St. John’s, NL, Canada, A1B 4J6
The address and contact information of 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.

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 feel free to contact the undersigned by telephone at (709) 729-6814 or by e-mail at janinemurphy@gov.nl.ca

Sincerely,

Janine Murphy  
ATIPP Coordinator  
Department of Transportation and Works
January 9, 2015

Brent Meade, Deputy Minister
Department of Transportation and Works
Government of Newfoundland and Labrador
P.O. Box 8700
6th Floor, West Block
Confederation Building
100 Prince Philip Drive
St. John NL  A1B 4J6

Dear Mr. Meade,

Re: Engagement Letter – Newfoundland Health Projects

Partnerships British Columbia Inc. ("Partnerships BC") is pleased to assist the Government of Newfoundland and Labrador ("NL") in sharing BC's experience with non-traditional forms of healthcare delivery that typically expand the role of the private sector. We understand that NL has some critical healthcare needs and is interested in learning if there might be options to accelerate the delivery of these projects in a financially responsible manner. This engagement will provide some high level comparisons to projects in BC that may have similar attributes that are in construction or have been completed in the last ten years.

The purpose of this engagement letter (the Engagement Contract) is to set out the terms and scope of the engagement of Partnerships BC by the Department of Transportation and Works, Government of Newfoundland and Labrador (the Client) for services relating to the Newfoundland Health Projects (the Projects described in Schedule A).

Engagement

The terms of our engagement under this Engagement Contract are as follows:

1. Scope of Services Provided by Partnerships BC

1.1 Reporting to Brent Meade, or his designated delegate, a representative of the Client, Partnerships BC will provide the services described in Schedule A (the "Services").

2. Schedule

2.1 Subject to timely receipt of information from the Client, it is anticipated that the Services will be delivered by January 31, 2015 with a first draft of a summary report provided by January 15, 2015.
3 Project Team

3.1 The Services will be provided by the Partnerships BC advisory services and project team (the "Project Team") under the direction of the executive sponsor, Amanda Farrell, President and Chief Executive Officer.

3.2 The Project Team will be led by Rick Steele, who will also provide overall day to day responsibility for the engagement.

3.3 The Project Team will consist of:

(a) Partnerships BC staff and consultants on an "as required" basis.
(b) Representatives from the Client and the Client's Consultants.
(c) External business advisors and specialized consultants as agreed to by the parties to this Engagement Contract.

3.4 The Client will ensure that representatives from the Client and the Client's Consultants are available to assist the Project Team as needed.

4 Relationships and Accountability

4.1 Partnerships BC will report to, and take instructions from Brent Meade or his designated delegate.

5 Remuneration and Eligible Expenses

5.1 Unless otherwise agreed in writing by the parties to this Engagement Contract in relation to the Project, the Client will pay Partnerships BC the hourly fees listed below (the "Fee") for the Services provided by Partnerships BC under the terms of this Engagement Contract. The following Partnerships BC staff and consultants will be on the Project Team and will be invoiced to the Project at the stated Fee:
Partnerships BC Project Resource | Hourly Rate
--- | ---
President & CEO | $500.00
VPs | $400.00
Assistant VPs | $360.00
Directors | $290.00
Senior Consultants | $220.00
Consultants | $170.00
Administration | $95.00

It is estimated that the total Partnerships BC staff related fee for this project is hourly fees to a maximum of $15,000 (the "Partnerships BC staff related fee"). It is estimated that the total Partnerships BC expenses for this project (excluding third party consulting costs) is to a maximum of $1,500. Note that this does not include time or expenses for travel to Newfoundland if this is needed to present findings.

Partnerships BC anticipates engaging a third party consultant, Caledonia Solutions (Canada) Inc. (CSC) to assist in providing the Services outlined in Schedule A (the "Sub-Consultant's Work"). These costs are in addition to the Partnerships BC's fees noted above and will be billed at a rate of $300 per hour. Total costs for CSC are estimated to not exceed $15,680.00, excluding taxes, with CSC's travel and expenses to be charged to the client at cost. Partnerships BC, or CSC, with the agreement of Partnership's BC will invoice NL directly for CSC's services as a sub-consultant in respect of the Sub-Consultant's Work as part of the terms of this Engagement Contract.

If the scope of the Services or the Schedule is amended, the Client agrees that the maximum fees and expenses provided for in this Engagement Contract will be revised accordingly.

5.2 The Client will reimburse Partnerships BC for expenses as follows:

(a) Reasonable in-province travel expenses incurred by Partnerships BC in providing the Services.

(b) Where approved by the Client or their delegate or otherwise outlined in this Engagement Contract, out of pocket expenses including third party consulting costs, including those of CSC, incurred by or in respect of Partnerships BC in providing the Services.
Partnerships BC will bill the Client monthly, in arrears, for services provided. Partnerships BC will submit the invoices to Brent Meade.

If the Client is satisfied that the fees and expenses claimed in an invoice were necessarily and properly incurred by Partnerships BC in accordance with this Engagement Contract, the Client will pay such invoices within 30 days of receipt. A monthly interest charge of 1% will be incurred by the Client for late payments after 30 days.

6 Term and Termination of the Engagement

6.1 The term of the engagement will commence upon the date of execution of this Engagement Contract and will terminate on February 28, 2015.

6.2 Either party may terminate the engagement with 30 days written notice. If such option is exercised, the Client will be under no further obligation to Partnerships BC except the Client will pay Partnerships BC any outstanding work fees for work completed up to and including the date of termination, will reimburse Partnerships BC for properly incurred expenses for the period up to the effective date of such termination and will pay fees for any services required pursuant to section 8.2 which obligation continues indefinitely.

6.3 This Engagement Contract shall be effective from the 1st day of December, 2014.

7 Disclosure

7.1 Partnerships BC is committed to a policy which ensures an open and transparent procurement process for the Project, in order to serve the public interest without jeopardizing the best value agreement for taxpayers.

8 Confidentiality and Freedom of Information and Protection of Privacy Act

8.1 Partnerships BC will treat as confidential and will not, without the prior written consent of the Client, publish, release, disclose or permit to be published, released or disclosed any information supplied to, obtained by, or which comes to the knowledge of, Partnerships BC as a result of this Engagement Contract except if:

(a) The information is generally known to Partnerships BC or the public other than as a breach of this Engagement Contract;

(b) The information has been received from a third party without restriction and without any breach of this Engagement Contract; or

(c) The publication, release or disclosure is necessary to enable Partnerships BC to perform its obligations under this Engagement Contract, or is required by laws including the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165 ("FOIPPA") and any other
applicable law related to access to and release of information and protection of privacy as amended from time to time.

8.2 The Client will be responsible for all costs incurred by Partnerships BC in relation to any FOIPPA-related request or any request related to any other applicable law related to access to and release of information and protection of privacy received by Partnerships BC in relation to the Project. The management of a FOIPPA-related request or any request related to any other applicable law related to access to and release of information and protection of privacy will be included in the Services provided by Partnerships BC to the Client for the purposes of remuneration. This will include both Partnerships BC fees for service and third party consultant costs incurred by Partnerships BC in the management of the request.

8.3 Partnerships BC and the Client each acknowledge that Section 8 continues in force indefinitely, even after this Engagement Contract terminates.

8.4 For greater certainty, Partnerships BC will advise NL of any request that it receives with respect to the release of any information received by it for NL or any other source that is intended to be treated as or is confidential information received by Partnerships BC pursuant to this Engagement Contract and solicit NL views on the release of the same.

8.5 In addition to the foregoing requirements, Partnerships BC and the Client agree that the requirements set out in Schedule B shall apply to the relationship between them.

9 Records Management

9.1 Partnerships BC will maintain electronic Project files in accordance with the Partnerships BC corporate file structure. Upon the termination of this Engagement Contract, unless otherwise agreed to by the parties to this Engagement Contract, Partnerships BC will provide all records related to the Project in the custody of Partnerships BC to the Client on a computer disk.

9.2 At the Client's request, Partnerships BC will provide the Client with paper copies of all records related to the Project. The cost of providing the paper copies will be included in the Services provided by Partnerships BC to the Client for the purposes of remuneration and the cost will be negotiated separately. The cost will include both Partnerships BC fees for service and third party consultant costs incurred by Partnerships BC in the management of the request.

10 Assignment

10.1 This Engagement Contract may not be assigned by either party without the prior written consent of the other party.
11 Dispute Resolution

11.1 The parties to this Engagement Contract will work cooperatively to resolve any issues or disagreements which may arise over the term of the Engagement Contract. In the event the parties are unable to resolve such disputes, Partnerships BC, represented by the CEO, and the Client, represented by Brent Meade, shall enter into negotiations to resolve the dispute.

11.2 If the disagreement cannot be resolved in good faith, they may seek resolution by the respective decision-makers, the Minister of Finance, Government of British Columbia and the Minister of Transportation and Works, Government of Newfoundland and Labrador.

12 Amendments

12.1 No amendment or modification to this Engagement Contract shall become effective unless and until the same shall have been reduced to writing and duly executed by the parties to this Engagement Contract.

13 Notices

13.1 Any notice, payment, or any or all of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Client:

Department of Transportation and Works
Government of Newfoundland and Labrador
P.O. Box 8700
6th Floor, West Block
Confederation Building
100 Prince Philip Drive
St. John NL A1B 4J6
Attention: Brent Meade

and, if to Partnerships BC:

Partnerships BC
Suite 900, 1285 W. Pender Street
Vancouver, BC V6E 4B1
Attention: Amanda Farrell

13.2 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of section 13, be conclusively deemed to be the address of the party giving such notice.
If the above terms and attached schedules reflect your understanding of the terms of engagement, please sign where indicated below, and return a copy to me.

We are very pleased to be working with the Department of Transportation and Works on this Project.

Yours truly,

Amanda Farrell
President & Chief Executive Officer

I confirm and accept the conditions and terms of engagement with Partnerships BC on behalf of the Department of Transportation and Works.

Name

Title
SCHEDULE A: SCOPE OF SERVICES PROVIDED BY PARTNERSHIPS BC

SCOPE OF SERVICES

Reporting to Brent Meade, or his designated delegate, a representative of the Client, Partnerships BC will provide the following services (the "Services").

A review of procurement options for designated capital projects* in NL with a comparison to similar projects currently under construction or recently completed in British Columbia using non-traditional procurement methods. This would include the following:

i. A description of the facilities being compared including key metrics such as size, budget, schedule, type of procurement and risk profile;

ii. An indicative PPP procurement schedule and budget, for up to two projects – one acute care and one residential care facility.

iii. PPP procurement model description; and

iv. Partnerships BC’s best efforts in developing a PPP Cost / Value proposition, based on past / similar British Columbia projects, taking account of relative timing and costs adjustments for specific geographic locations.

Engagement of CSC as a sub-consultant to Partnerships BC: to assist in delivering the above Services and to liaise with and between NL and Partnerships BC to ensure that Partnerships BC and NL receive or deliver necessary information pursuant to this engagement. Note: Designated capital projects will be identified by the Client, and the work and content of the comparative elements of this assignment will be based on the information relating to current projects, project scope, cost projections, and detailed functional programs as provided by the Client and or the Client’s agent.