

**WorkplaceNL**

Health | Safety | Compensation

**Request for Proposals: 2024-08-T**

**Audiology Consultant**

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**Issue Date: March 7, 2024**

**RFP Closing Date: April 4, 2024 before 2:00 p.m. (NL Time)**

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**SECTION 1 – OVERVIEW AND SCOPE OF SERVICES**

**1.1 Request for Proposal Summary**

The Workplace Health, Safety and Compensation Commission (“WorkplaceNL”) is inviting prospective Applicants to submit proposals for Audiology Consulting services. WorkplaceNL requires Audiology Consulting services on an occasional basis.

WorkplaceNL reserves the right to contract with one provider of services for all regions or to contract with separate providers, as required, to provide the required regional services. The term of the agreement will be for a period of three (3) years. WorkplaceNL will, in its sole discretion, have an option to extend the agreement for an additional term of two (2) years on the same terms and conditions. Should needs be identified or conditions change during the original agreement, the needs and/or conditions may be addressed in the Extension Agreement but pricing for the items identified in the original agreement will remain firm.

If you are interested in providing this service for WorkplaceNL, please submit your completed proposal before the RFP Closing Date. Please review the enclosed documents for complete instructions and an explanation of the process.

**1.2 Glossary of Terms**

The following terms will apply to this document:

Applicant(s):	An individual, group of individuals or a company that submits, or intends to submit, a proposal in response to this document.
RFP:	Request for Proposal which includes the original Request for Proposals and any and all addenda.
Must/ Shall:	A requirement that is mandatory and if not met will result in rejection of the proposal.
Services:	Includes but is not limited to Audiology Consulting services.

**1.3 Intent**

The purpose of this RFP is to secure Audiology Consulting services on an occasional basis.

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## **1.4 Background**

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act, 2022** (the “**Act**”). These services include promoting workplace health and safety in order to prevent and reduce workplace injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which they are entitled. WorkplaceNL facilitates injured workers’ recovery, and early and safe return to work. In addition, WorkplaceNL administers an employer classification and assessment system and ensures adequate funding for services through sound financial management.

WorkplaceNL is organized along two main functional areas: 1) prevention and workplace services; and 2) corporate and financial services. These functional areas support the organization’s three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (no-fault compensation coverage).

## **1.5 Scope of Work**

The services required from the Applicant may include, but are not limited to, the following types of Audiology consultation services:

- Providing consultation services to WorkplaceNL on claims submitted for hearing loss, primarily noise induced hearing loss;
- Assisting WorkplaceNL in ensuring appropriate and quality service from audiologists and hearing aid service providers, which may include providing outreach services to those providers who may need assistance in meeting the needs of Injured Workers;
- Providing audiological expertise related to other WorkplaceNL initiatives, such as input into policy and procedure reviews;
- Liaising with external providers as needed, including audiologists and hearing aid providers;
- Providing expertise in staff training initiatives that involve education regarding work related hearing loss and its management; and
- Providing expertise and assistance to WorkplaceNL, WorkSafeNB and Worker’s Compensation Board of Prince Edward Island and their respective audiology

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consultants in the procurement process of hearing aid devices and associated products.

The successful Applicant will be contracted to provide the service on an as needed basis. The Audiologist shall be present at WorkplaceNL offices only at the request of WorkplaceNL. The Director of Health Care Services is responsible for the administration of the successful Applicant's services.

WorkplaceNL shall, in its absolute and sole discretion, provide working space and equipment for the successful Applicant to perform the services. The successful Applicant and its employees, officers, associates and approved subcontractors, if any, shall not remove any records, files or other property of WorkplaceNL from the offices of WorkplaceNL without the proper written consent of WorkplaceNL. When using or accessing the premises of WorkplaceNL, the successful Applicant and its employees, officers, associates and permitted subcontractors, if any, shall comply with all security regulations and workplace policies and procedures in effect from time to time at WorkplaceNL's facilities.

## **1.6 Mandatory Criteria**

The successful Applicant(s) must meet the mandatory criteria and possess the necessary knowledge, skills and experience to supply the required service. The mandatory criteria are as follows:

- 1.6.1** The Audiologist must have a Master's Degree in Audiology from a recognized university;
- 1.6.2** The Audiologist must be registered and in good standing with Newfoundland and Labrador Council of Health Professionals or their respective provincial licensing board;
- 1.6.3** The Audiologist must have current certification with the Canadian Association of Speech Language Pathologists and Audiologists;
- 1.6.4** The Audiologist must possess a minimum of five (5) years full time (or equivalent) clinical experience as an Audiologist or five (5) years full time (or equivalent) experience working as an Audiologist in the field of disability.

## **1.7 Rated Criteria**

The following criteria are preferred but not mandatory requirements. These criteria will be used to score the proposals as outlined in Section 5 - Evaluation Process and Criteria:

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- 1.7.1** The Audiologist's years of full time (or equivalent) experience working as an Audiologist (one year full time experience is equal to 12 months in a full time capacity based on a 35 hour work week);
- 1.7.2** The Audiologist's specific audiology experience with work related hearing loss;
- 1.7.3** The Audiologist's experience in developing and/or providing training and education in the field of Audiology;
- 1.7.4** The Audiologist's experience involving communication to other Audiologists and other professionals involved in the diagnosis and rehabilitation of hearing impaired clients.

<b>SECTION 2 – INSTRUCTIONS TO APPLICANT</b>
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**2.1 Electronic Copy of this Document**

WorkplaceNL reserves the right to modify the terms of the RFP by issuance of addenda at any time prior to RFP Closing Date.

It is the responsibility of the Applicants who retrieve or download this RFP from WorkplaceNL's website (<http://www.workplaceni.ca>) or externally through the RFP posting at [www.merx.com](http://www.merx.com) to monitor the sites for any addendum to the RFP issued up to and including the RFP Closing Date.

It is the Applicant's responsibility to ensure that they have received a complete set of documents. By submitting a proposal, the Applicant verifies that they have received a complete set of RFP documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the RFP are assumed to be accepted by the Applicant and incorporated in the proposal. Limited Call RFP's will require changes to this paragraph as the requests are emailed and not publically posted

By submitting a proposal, the Applicant confirms that all components necessary to deliver the required services have been included in the proposal, or will be provided at no additional charge to WorkplaceNL.

Applicants who have obtained the RFP electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

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## **2.2 RFP Closing**

The RFP CLOSING DATE is:

APRIL 4, BEFORE 2:00 PM NEWFOUNDLAND TIME

Applicants are required to submit and ensure proposals are received via  
electronic upload at [www.merx.com](http://www.merx.com)

Fax Proposals: Will NOT be accepted.

Email Proposals: Will NOT be accepted.

Proposals will be opened publicly immediately following the RFP closing in accordance with the Public Procurement Regulations, as amended. The names of all Applicants will be provided at the public opening. Applicants may email [purchasing@workplacnl.ca](mailto:purchasing@workplacnl.ca) to request a Webex meeting invite to attend the public opening. Applicants must include their name, email address, and tender number in the request. Meeting requests must be received by WorkplaceNL before 4:00 PM Newfoundland Time on April 2, 2024.

## **2.3 Proposal Instructions**

All proposals must be legible and complete and supply all information required in SECTION 4: RESPONSE REQUIREMENTS. Applicants are not required to return any sections of this document in their proposal.

All proposals must be received by WorkplaceNL in its entirety by the RFP Closing Date. Proposals or any portion thereof, received after the RFP Closing Date will not be accepted.

Applicants are solely responsible to ensure receipt of their proposal by WorkplaceNL in its entirety, in the manner and time prescribed. Applicants must submit their proposal via [www.merx.com](http://www.merx.com) (see Appendix "A" – Electronic Proposal Submission Instructions).

Proposals must be signed by the Applicant or an authorized representative of the Applicant. If the Applicant is a corporation, the proposal must be signed by the authorized signing officer of the corporation submitting the proposal.

Any error in the proposal is the responsibility of the Applicant. Submitted proposals may be amended prior to the RFP Closing Date by submitting a complete new proposal clearly indicating it replaces the previously submitted proposal. Any such new proposal is subject to the requirements as outlined herein. The said new proposal replaces any other

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proposals previously submitted by the Applicant, and only the last of any new proposals received will be accepted.

Any proposal received in response to an RFP may be withdrawn by written request to the Manager of Purchasing at [purchasing@workplacenl.ca](mailto:purchasing@workplacenl.ca); but cannot be withdrawn, altered or changed in any way after the RFP Closing Date.

All requests for withdrawal, amendment or submission of a replacement proposal must be submitted in writing on company letterhead or equivalent, and be signed by the Applicant, an authorized representative of the Applicant or, if a corporation, an authorized signing officer of the corporation.

While WorkplaceNL has tried to ensure the accuracy of the RFP, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Applicants have resolved any questions they might have about the RFP and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their proposals. Nothing in the invitation is intended to relieve Applicants from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Unless stated otherwise in the RFP, proposals shall remain open for acceptance and are irrevocable for a period of 90 days after the RFP Closing Date.

## **2.4 Proposal Conditions**

### **2.4.1 Confidentiality and Ownership of Information**

Information pertaining to WorkplaceNL obtained by the Applicant as a result of participation in this RFP, and/or subsequent interviews, presentations, and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.

The RFP and any supplementary document or portion thereof is proprietary information, and must not be used by the Applicant other than for the submission of proposals without the permission of WorkplaceNL.

All proposals submitted become the property of WorkplaceNL. By submitting a proposal, the Applicant hereby grants WorkplaceNL a license to distribute, copy, print, or translate the proposal for the purposes of the RFP. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the proposal.

The procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (**ATIPPA**). The Applicant's proposal may be subject to disclosure under the **ATIPPA**. By submitting a proposal,



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the Applicant agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any proposal after the RFP Closing Date. WorkplaceNL shall not be liable to any Applicant for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Applicant as a result of disclosure pursuant to the **ATIPPA**.

By submitting a proposal, the Applicant agrees that it has identified any specific information in its proposal that may qualify for an exemption from disclosure under subsection 39(1) of the **ATIPPA**. If no specific information has been identified it is assumed that, in the opinion of the Applicant, there is no specific information that qualifies for an exemption under subsection 39(1) of the **ATIPPA** and information may be released without further notice.

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

#### **2.4.2 No Claims By Applicant**

By participating in the process outlined in this RFP document, the Applicant consents to the procedures as described in this RFP.

By submitting a proposal, each Applicant irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or if WorkplaceNL is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of this procurement.

#### **2.4.3 Conflict of Interest**

For the purposes of this RFP, the term "conflict of interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the RFP process, the Applicant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - (i) using confidential information of WorkplaceNL in the preparation of its response that is not available to other Applicants;
  - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;

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- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
- (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under an agreement for services, the Applicant's other commitments, relationships, or financial interests:
  - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

If, at the sole and absolute discretion of WorkplaceNL, the Applicant, its employees, officers, directors, associates and/or approved subcontractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the RFP or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the Applicant or terminate the agreement.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFP.

## **2.5 Questions and Clarification**

Any questions related to the RFP must be directed in writing by email to [purchasing@workplaceni.ca](mailto:purchasing@workplaceni.ca) or through the RFP posting on [www.merx.com](http://www.merx.com) and received by WorkplaceNL before 4:00 PM Newfoundland Time on March 21, 2024.

All questions should include the Applicant's name and address, contact person's name, telephone number, and email address, and the reference to the specific section and page number of the RFP in question. All email questions must include the RFP number and title in the email subject line.

To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a proposal, WorkplaceNL will post an addendum on its website and through the RFP posting on [www.merx.com](http://www.merx.com) which will be part of the RFP. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not

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required to prepare a proposal, or where the answer to the question posed may be found in the RFP. No responses shall be binding upon WorkplaceNL unless made in writing.

WorkplaceNL may request additional data, discussions, presentations or on-site visits in support of the proposal, all without obligation to provide other RFP recipients with similar information or notice of such communication. Additionally, WorkplaceNL reserves the rights to implement the appropriate due diligence processes to confirm or clarify any information provided, or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits with current customers served by the Applicant.

Any written information received by WorkplaceNL from an Applicant in response to a request for additional data from WorkplaceNL will be considered an integral part of the Applicant's proposal.

## **2.6 Ineligibility of Proposals**

It is essential that the proposal is complete and thoroughly addresses each requirement identified in the RFP, as incomplete proposals may be declared "non-responsive". Proposals that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

## **2.7 Acceptance of Proposal**

WorkplaceNL reserves the right, as the interests of WorkplaceNL may require, to accept or reject in whole or in part any or all proposals. WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a proposal is accepted or rejected.

WorkplaceNL, in its sole discretion, reserves the right to cancel the RFP without award. WorkplaceNL is not bound to award a contract to any Applicant. The awarding of the contract(s) (if any) shall be at WorkplaceNL's sole discretion.

WorkplaceNL reserves the right to reject all proposals, to select a proposal that is not the highest score bid, and to refuse any proposal that does not meet the information or timing requirements of this RFP.

If WorkplaceNL does not receive compliant and acceptable proposals in response to the RFP, WorkplaceNL reserves the right to enter into negotiations with one or more of the Applicants or with any other party in order to complete the procurement of services.

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A proposal may not be eligible for acceptance if current or past corporate or other interests of the Applicant or the Applicant's key personnel may, in WorkplaceNL's opinion, give rise to a conflict of interest.

WorkplaceNL reserves the right to disqualify any Applicant if the Applicant or the Applicant's key personnel have either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.

The Applicant may be required to demonstrate financial stability, authorization to provide the goods and/or services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify the Applicant's capability to satisfy the RFP requirements. WorkplaceNL reserves the right to reject a proposal from any Applicant that it feels is incapable of providing the necessary labour, materials, equipment, financing, or resources to perform the services or supply the goods in a satisfactory and timely manner.

## **2.8 Agreement**

WorkplaceNL shall not be obligated to any Applicant until a written agreement has been duly executed related to an approved proposal. Any awards made pursuant to this RFP process are subject to execution of a written agreement which is acceptable to WorkplaceNL.

To be eligible to provide services to WorkplaceNL, the successful Applicant shall execute a written agreement with WorkplaceNL to perform the services which is acceptable to WorkplaceNL with terms and conditions as outlined in the standard form agreement in Appendix "B" within the time frame established by WorkplaceNL. The successful Applicant shall be responsible for compliance with the terms and conditions outlined in the Standard Form Agreement in Appendix "B".

Claims made by the Applicant in the proposal will constitute contractual warranties. Any provision in the proposal may, in WorkplaceNL's sole discretion, be included as a provision of the agreement between WorkplaceNL and the successful Applicant. In the case of conflict between the written agreement between WorkplaceNL and the successful Applicant and the RFP and proposal, the terms of the said written agreement shall prevail.

## **2.9 Estimated Time Frames**

The following timetable outlines the estimated schedule for this RFP process. The timing and the sequence of events resulting from this document may vary.

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DESCRIPTION	DATE
RFP issue date	MARCH 7, 2024
Deadline for questions	MARCH 21, 2024
Proposals to be received by	APRIL 4, 2024
Presentation of proposals (tentative - if required)	APRIL 4, 2024
Date of award (tentative)	APRIL 18, 2024

**SECTION 3 – GENERAL TERMS AND CONDITIONS**

- 3.1** The successful Applicant(s) is required to meet WorkplaceNL’s billing and accounting requirements. Progress billing should be submitted to WorkplaceNL every 30 days or other frequency as agreed to between WorkplaceNL and the successful Applicant(s). Invoices must be legible and clearly labeled with the Applicant’s invoice number.
- 3.2** This RFP, all proposals, and any agreements will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.3** The Applicant shall not use WorkplaceNL’s name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without WorkplaceNL’s prior written consent.
- 3.4** WorkplaceNL cannot guarantee the volume of referrals it will provide to any successful Applicant. The successful Applicant(s) will be allocated referrals only on an “as required” basis. WorkplaceNL will not be bound by any estimated quantities of referrals. WorkplaceNL had approximately 15 referrals to a similar service in 2023, 25 referrals in 2022 and 31 referrals in 2021.

**SECTION 4 – RESPONSE REQUIREMENTS**

It is important that Applicants provide complete information with their proposal so it can be readily understood and evaluated. The following minimum information and format must be provided in the proposal. A proposal will be considered non-compliant if it fails to provide sufficient detail necessary to evaluate the proposal against the requirements outlined in this RFP.

All proposals must address the content of the RFP. Qualifying proposals are those that clearly demonstrate a thorough understanding of the RFP, and its stated requirements and criteria.

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WorkplaceNL may disqualify proposals that do not demonstrate this understanding and do not specifically address requirements and criteria as specified throughout.

**Response Format**

Your response should be provided in the same sequence of topics as below.

**Cover Letter**

Identify the RFP description. Identify your name and your company's name (if applicable), address, telephone number, fax number and email address. Identify the representative responsible for your proposal. The letter must confirm that you and your company (if applicable) are in compliance with the **Personal Information Protection and Electronic Documents Act**, S.C. 2000, c.5, and Regulations thereto, as amended. The letter must be dated and signed.

**Table of Contents**

List all topics and associated pages for easy reference.

**Company Profile & Services**

If the Applicant is a company, provide an overview of your company and services offered. If the Applicant is a company, provide names of all owners, including silent partnerships, affiliated relationships and/or companies, governing boards, etc.

**Conflict of Interest**

Each Applicant must include in its proposal a confirmation that the Applicant, its employees, officers, directors, associates and/or approved subcontractors do not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, in providing services under the agreement. Where applicable, the Applicant must declare in its proposal any situation that may be a conflict of interest in submitting its proposal or, if selected, with the contractual obligations of the Applicant as supplier under the agreement.

**Privacy/Confidentiality**

Provide company policies, practices and tools for protecting privacy, confidentiality and security of information.

**Overview**

The Applicant must provide a clear and concise description of the Applicant's understanding of the

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service, their role in the service, and an overview of how the Applicant will meet the service requirements.

**Professional Staff Complement**

Provide a description of the professional staff and resources available. Identify the number, availability, and roles of individuals intended to be assigned to the project and describe how they meet the mandatory criteria as outlined in Section 1 - Overview and Scope of Services above.

**Professional Staff Resumes**

Provide a resume of not more than three pages outlining education and work experience for each audiologist to be involved in the provision of services that includes:

- Specific audiology experience working with work related hearing loss,
- Specific experience in developing training and/or providing training and education in the field of Audiology, and
- Specific experience involving communication to professionals involved in the diagnosis and rehabilitation of hearing impaired individuals.

**Recovery and Return to Work Perspective**

Describe your philosophy and perspective on recovery and return to work.

**Value-added service**

Provide any additional information that would enhance your ability to provide the service, e.g. resources, specialized personnel, affiliations, etc.

**Geographical location**

Indicate the city/town from which you propose to conduct the major activities of this work.

**Previous Experience**

Describe your organization's experience in Audiology Consulting. Please include the length of time in business and the length of time performing services of a similar size and scope.

**References**

Provide a list with a minimum of **three (3)** references with appropriate contact information who can provide evidence of previous experience providing similar services. References may be for contracts currently being performed or where work has been completed. References will be contacted as part of the review

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process. The list of references should exclude any potential references from WorkplaceNL.

**Timelines, Schedules & Fees**

The Applicant must outline the fees on an hourly basis, plus associated costs. The H.S.T. amount should be identified as a separate budget item. All fees must be quoted in Canadian dollars.

**Brochures**

Include any brochure(s), company information and/or the company website address at the back of your proposal.

<b>SECTION 5 – EVALUATION PROCESS AND CRITERIA</b>
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**5.1 Evaluation**

WorkplaceNL will review the proposals to determine which proposals comply with all of the mandatory proposal requirements and all mandatory criteria. If a proposal fails to satisfy all of the mandatory requirements and criteria, WorkplaceNL will issue the Applicant a rectification notice identifying the deficiencies and providing the Applicant an opportunity to rectify the deficiencies. If the Applicant fails to satisfy the mandatory requirements and criteria within the rectification period, its quote will be rejected. The rectification period will begin to run from the date and time that WorkplaceNL issues a rectification notice to the Applicant.

The proposals will be evaluated by a committee designated at the sole discretion of WorkplaceNL, who will use the criteria provided in this section to determine the successful Applicant(s).

WorkplaceNL, in its sole discretion, may assess the Applicant(s)' experience and/or ability to provide the services required and described in this RFP by checking the Applicant(s)' references. A contract will not be awarded to any Applicant whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the proposal. WorkplaceNL reserves the sole discretion to determine whether the Applicant and its professional staff have the appropriate qualifications.

The intent is to enter into an agreement with the Applicant that achieves the highest overall score, or with more than one Applicant, that achieves the next highest scores, as determined by WorkplaceNL, while fulfilling the requirements outlined in this RFP, which in WorkplaceNL's sole discretion meets its needs and best interests.



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**5.2 Selection**

The evaluation committee will evaluate all proposals against the mandatory criteria as stated in Section 1. Proposals that do not meet all mandatory criteria will be rejected on that basis.

The following criteria will be used to score proposals for both the short list and in the final selection:

<b>Criteria</b>	<b>%</b>
Demonstrated full time experience working as an Audiologist	20%
Demonstrated qualifications and audiology experience with work related hearing loss	20%
Demonstrated qualifications and experience in developing and/or providing training and education in the field of audiology	15%
Demonstrated experience involving communication to other health care professionals involved in the diagnosis and rehabilitation of hearing-impaired individuals	20%
Fees	25%

In the event that the selected Proposal(s) results in a higher cost than the budget approved by WorkplaceNL’s Board of Directors, any awards made pursuant to this RFP process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this RFP without award should the Board of Directors not approve the award.

**5.3 Presentation of Proposals**

Subsequent to evaluating the proposals, WorkplaceNL may, in its sole discretion, select Applicants to meet with WorkplaceNL evaluation team. This meeting may include both a presentation by the Applicant and/or a question and answer session in support of, and/or to clarify questions arising from the Applicant’s proposal. A maximum preparation period of one week will be given to prepare for the presentation. Applicants will be responsible for all expenses incurred in preparing and delivering the presentation.

**5.4 Further Information and Clarification**

The evaluation committee may request further information from the Applicant or third parties in order to verify, clarify, or supplement the information provided in the Applicant’s response. The evaluation committee may revisit, re-evaluate, and rescore the Applicant’s response or ranking on the basis of any such information.

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**2024-08-P**  
**Audiology Consultant**

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**5.5 Provincial Supplier Preference**

As required by the Public Procurement Regulations, a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purposes of evaluating pricing. A “provincial supplier” is defined in the Public Procurement Regulations as a supplier of goods, services or public works that has a place of business in the province of Newfoundland and Labrador. A “place of business” is defined in the Public Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis. WorkplaceNL may require an Applicant to provide information and/or documentation to confirm whether it is a provincial supplier, as defined above. In the event of a tie between a provincial and non-provincial supplier, the selected Applicant shall be the provincial supplier.

**5.6 Notice of Proposal Results**

WorkplaceNL will notify both the successful and unsuccessful Applicants in writing. Unsuccessful Applicants will be notified following the award to the successful Applicant(s).

If the selected Applicant(s) becomes unable or unwilling to complete the agreement, or becomes unable to provide the required services, WorkplaceNL may enter negotiations with one or more of the Applicants or with any other party in order to obtain the service.

**WorkplaceNL**  
**2024-08-P**  
**Audiology Consultant**

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**APPENDIX “A”**

**Electronic Proposal Submission Instructions**

1. In order to be accepted, proposals must be submitted through WorkplaceNL’s posting for this opportunity on [www.merx.com](http://www.merx.com).
2. Applicants shall create a supplier account and be registered on [www.merx.com](http://www.merx.com). This will enable the Applicant to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their proposal electronically through the MERX website.
3. The timing of the proposal is based on when the proposal is **received** by the bidding system, **not** when the proposal is submitted by the Applicant, as transmission can be delayed by “Internet Traffic” for any number of reasons. WorkplaceNL recommends that Applicants allow for ample time to provide for uploaded proposals to be received prior to the RFP Closing Date. Proposals received after the RFP Closing Date will not be accepted.
4. It is the responsibility of the Applicant to ensure that the proposal is received on time. Once registered, MERX will send a confirmation email to the Applicant if the proposal was submitted successfully. If a confirmation has not been received by the Applicant, the proposal was not uploaded correctly and it is the responsibility of the Applicant to either reload the documents or to contact MERX to resolve any issues regarding their proposal.
5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.
6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Applicant to register with MERX, create a supplier account, and sign up for notices for this opportunity.
7. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on [www.merx.com](http://www.merx.com). Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.

**WorkplaceNL  
2024-08-P  
Audiology Consultant**

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**APPENDIX "B"**

**STANDARD FORM AGREEMENT**

**THIS AGREEMENT** made in the Province of Newfoundland and Labrador, this day of \_\_\_\_\_, 2024.

**BETWEEN:**           **WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION**, a statutory corporation established under the **Workplace Health, Safety and Compensation Act, 2022**, SNL 2022, c. W-11.1, as amended (the “**Act**”)  
  
(hereinafter called “**WorkplaceNL**”)

OF THE FIRST PART

**AND:**                   **<ENTER CONTRACTOR’S NAME>**  
  
(hereinafter called the “**Contractor**”)

OF THE SECOND PART

(hereinafter jointly referred to as the “**Parties**”)

**WHEREAS** WorkplaceNL wishes to retain the Contractor for the purpose of providing certain audiology consulting services and the Contractor agrees to provide those services upon the terms and conditions provided herein;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein contained, the Parties hereto covenant and agree with each other as follows:

**1.0    Services**

1.1    WorkplaceNL shall engage the Contractor to provide and the Contractor shall provide to WorkplaceNL the certain services listed in Schedule “A” (the “**Services**”) (which is attached hereto and forms part and parcel of the

- within Agreement). The Parties shall observe their respective obligations as specified in the within Agreement.
- 1.2 The WorkplaceNL Standard Terms and Conditions with the Declaration of Confidentiality/Conflict of Interest and the WorkplaceNL Confidentiality Schedule are attached hereto and form part and parcel of the within Agreement.
  - 1.3 The particular Services to be performed by the Contractor must be approved by WorkplaceNL but the detailed manner and method of performing the particular Services shall be under the control of the Contractor. The Contractor generally reserves full control of its/his/her activities as to the manner and selection of methods with respect to performing the particular Services, except that where WorkplaceNL has standard approaches, tools or methodologies that it uses in the provision of services to its clients or in daily operational protocols, the Contractor shall use those approaches, tools or methodologies. WorkplaceNL may, where necessary, specify the results to be accomplished by the Contractor.
  - 1.4 WorkplaceNL shall, in its absolute and sole discretion, provide working space and equipment access for the Contractor as an accommodation to perform the Services during WorkplaceNL office hours. Any equipment or working space made available by WorkplaceNL is made available on an “as is, where is” basis, without prejudice to the status of the Contractor as an independent contractor and not an employee of WorkplaceNL.
  - 1.5 The Contractor shall not solicit services from an Injured Worker. The Contractor acknowledges that all Services shall be initiated by either the Injured Worker or WorkplaceNL. In the event that the Contractor is approached by a potential client who has not yet initiated a claim, the

Contractor must inform the potential client to contact WorkplaceNL. The Contractor shall not make specific comments about claim entitlement.

- 1.6 The Contractor agrees not to communicate with Injured Workers in any manner with respect to WorkplaceNL's policies, procedures, and practices, except as expressly put forth in this Agreement. The Contractor agrees to refer Injured Workers who have questions or concerns beyond the scope of this Agreement to WorkplaceNL for information.

## **2.0 Payment and Reports**

- 2.1 The Contractor shall invoice WorkplaceNL on a monthly basis in accordance with Schedule "B" which is attached hereto and forms part and parcel of the within Agreement.
- 2.2 As requested by WorkplaceNL, the Contractor shall furnish written reports providing details of Services provided under the Agreement and its progress in a format as specified by WorkplaceNL.

## **3.0 Term**

- 3.1 This Agreement is for a three (3) year period commencing on <insert date> and ending on <insert date> unless terminated prior to this date in accordance with Article 23 of the WorkplaceNL Standard Terms and Conditions and/or Article 4.0 herein.
- 3.2 WorkplaceNL, at its sole discretion, has the right to renew the Agreement for a further two (2) year term on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of this Agreement, the said needs and/or conditions may be addressed in

an Extension Agreement but pricing for the Services herein will remain firm.

#### **4.0 Termination**

4.1 This Agreement may be terminated by either party, without cause, on giving thirty (30) calendar days written notice of termination to the other party.

4.2 WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, on the terms outlined in this paragraph terminate this Agreement at any time without notice, for cause and without compensation to the Contractor should:

- (a) the Contractor be convicted of a criminal offense punishable by indictment where such cause is not prohibited by law or upon summary conviction if the offense can reasonably be said to go to the trustworthiness or moral character of the Contractor where such cause is not prohibited by law;
- (b) WorkplaceNL determines, in its sole discretion, that the Contractor has participated in public behavior which will reflect poorly on WorkplaceNL and/or is not consistent with the public image which they intend to project.

#### **5.0 General**

5.1 All schedules and appendices attached hereto form part of this Agreement.

5.2 Any unresolved disputes to this Agreement shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one. If the Parties fail to reach agreement on a single arbitrator the dispute shall be



submitted to the arbitration of three arbitrators, one to be nominated by each party and the third to be appointed by the two arbitrators nominated. The decision of any two of the arbitrators shall be binding. The cost of arbitration shall be borne equally by the Parties. The **Arbitration Act**, RSNL 1990, c. A-14, as amended, shall be applicable to any arbitrations in relation to the within Agreement.

- 5.3 The Parties will from time to time execute and deliver all such further documents and do all acts and things as the party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 5.4 The following clauses and articles shall survive the termination of this Agreement, however caused:
- 2.0 Payment and Reports
  - 4.0 Termination
  - 5.0 General
- 5.5 WorkplaceNL hereby designates the Director of Health Care Services or another who the Director may appoint from time to time, to administer this Agreement.
- 5.6 For the purposes of day to day contact throughout the term of this Agreement, the Contractor shall deal through the Manager of Health Care Services, or another who the Director may appoint from time to time.
- 5.7 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read this Agreement, understands, and is bound by it.

5.8 This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

5.9 Any notice required to be given by either party under this Agreement, unless otherwise specified herein, shall be effectively given and deemed to have been received as follows:

- (a) if delivered personally, on the day of delivery;
- (b) if sent by ordinary, certified or registered mail, on the seventh day after mailing; and
- (c) if faxed to the other party on the next business day.

In the event of an actual or threatened postal strike or interruption, service shall be by personal delivery or fax only. The names and addresses of the authorized representatives of the Parties are as follows:

to WorkplaceNL:                      Director of Health Care Services  
WorkplaceNL  
146-148 Forest Road  
P.O. Box 9000  
St. John's, NL A1A 3B8  
t 709.778.1266  
f 709.778.1020

to the Contractor:                      <                      >  
<                      >  
t 709<                      >  
f 709<                      >

WorkplaceNL and the Contractor have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

**WORKPLACE HEALTH, SAFETY  
AND COMPENSATION COMMISSION**

\_\_\_\_\_

\_\_\_\_\_  
**Date of Signature**

< \_\_\_\_\_ >

\_\_\_\_\_

\_\_\_\_\_  
**Date of Signature**

Print Name: \_\_\_\_\_

## **SCHEDULE “A”**

### **Scope of Work**

- A.01 The Contractor shall furnish an audiologist (hereinafter referred to as the “Consultant”) to:
- Providing consultation services to WorkplaceNL on claims submitted for hearing loss, primarily noise induced hearing loss;
  - Assisting WorkplaceNL in ensuring appropriate and quality service from audiologists and hearing aid service providers, which may include providing outreach services to those providers who may need assistance in meeting the needs of injured workers;
  - Providing audiological expertise related to other WorkplaceNL initiatives, such as input into policy and procedure reviews;
  - Liaising with external providers as needed, including audiologists and hearing aid providers;
  - Providing expertise in staff training initiatives that involve education regarding work related hearing loss and its management; and
  - Providing expertise and assistance to WorkplaceNL, WorkSafeNB and the Worker’s Compensation Board of Prince Edward Island and their respective audiology consultants in the procurement process of hearing aid devices and associated products.
- A.02 The Parties may, by mutual agreement, from time to time modify the service specified in A.01.
- A.03 The Contractor is contracted to provide audiology consulting services on an as needed basis. The Consultant shall be present at WorkplaceNL offices only at the request of WorkplaceNL.
- A.04 The Director of Health Care Services is responsible for the administration of the Contractor’s services.

A.05 The Contractor shall assign audiologist, <insert name>, to be the Consultant and to perform the Services described herein. As per paragraph 3 of the WorkplaceNL Standard Terms and Conditions, the Consultant assigned to perform Services shall not change except with prior written consent of WorkplaceNL. The Contractor is responsible for ensuring the complete compliance of the Consultant with all terms and conditions of this Agreement. The Contractor warrants that the Consultant assigned to perform services pursuant to this Agreement has the following experience and qualifications:

- The Consultant possesses <insert years> years full time (or equivalent) experience working as an audiologist in the field of disability (one year full time experience is equal to 12 months in a full time capacity based on a 35 hour work week) and has a master's degree in Audiology from a recognized university;
- The Consultant is registered and in good standing with the Newfoundland and Labrador Council of Health Professionals or their respective provincial licensing board;
- The Consultant has current certification with the Canadian Association of Speech Language Pathologists and Audiologists,
- The Consultant possesses specific audiology experience with work related hearing loss; (use where applicable)
- The Consultant possesses experience involving communication with other audiologists and other professionals involved in the diagnosis and rehabilitation of hearing impaired clients; (use where applicable) and
- The Consultant possesses experience developing and/or providing training and education in the field of audiology. (use where applicable).

**SCHEDULE "B"**

- B.01 Provided the Contractor has complied with all the terms, conditions and provisions of this Agreement, upon appropriate invoicing, WorkplaceNL shall pay the Contractor at the rate of < > per hour plus HST for Services performed pursuant to this Agreement.
- B.02 The Contractor shall invoice WorkplaceNL indicating the times, date, and number of hours worked. The Contractor shall only be paid for those hours authorized and worked in accordance with this Agreement.
- B.03 If a Consultant is scheduled to work remotely and is not able to work for 1 hour or more (e.g. due to local power outage; loss of internet service; equipment maintenance; technical issues; remote access; etc.), they must inform the Director of Health Care Services. The Consultant may arrange to work from a WorkplaceNL office during the period of interruption or may cease work and will not invoice WorkplaceNL for more than 1 hour for the period of interruption. WorkplaceNL will pay the Consultant for a maximum of 1 hour for any period of interruption.
- B.04 WorkplaceNL will pay the Consultant for training only if the Director of Health Care Services has provided written notice to the Consultant that the training is approved for payment. All other training taken by the Consultant will not be invoiced to WorkplaceNL.

## STANDARD TERMS AND CONDITIONS

**1. Agreement** - This Agreement includes the following documents and any conflict between the documents shall be resolved by giving priority to the documents in the order as they appear:

- (a) executed agreement between WorkplaceNL and the Contractor to which this document is appended (if applicable);
- (b) WorkplaceNL Confidentiality Schedule (if applicable);
- (c) WorkplaceNL Standard Terms and Conditions;
- (d) Declaration(s) of Confidentiality/Conflict of Interest;
- (e) procurement documents (including purchase orders) issued by WorkplaceNL; and
- (f) Contractor's bid, proposal or quote.

This Agreement constitutes the whole agreement of the parties relative to the purchase of Services from the Contractor by WorkplaceNL and supersedes all prior negotiations, representations, or agreements, either written or oral.

**2. Services** – Services means all goods, materials and/or services required under this Agreement.

The Contractor shall provide the Services. WorkplaceNL is responsible for the evaluation of the scope and suitability of the Services provided by the Contractor.

**3. Independent Contractor Status** - The Contractor is an independent contractor as to all Services. Neither the Contractor, its employees, officers, directors, associates nor approved sub-contractors, if any, are to be construed as constituting employees, agents, or representatives of WorkplaceNL. As an independent contractor, the Contractor assumes all legal and contractual obligations arising out of the performance of the Services.

The Contractor shall not enter into any contract or commitment in the name of or on behalf of WorkplaceNL, or bind WorkplaceNL in any respect or make statements or representations of any kind or take any other actions that would be binding on WorkplaceNL except as specifically provided in this Agreement.

The Contractor shall be fully responsible for any and all employee benefits to be provided to the Contractor's employees. Neither the Contractor nor its employees, officers, directors, associates or approved sub-contractors shall be entitled to participate in or receive any benefits whatsoever from WorkplaceNL as a result of performing Services. The Contractor is solely responsible for deducting the appropriate withholdings from the Contractor and its employees' pay cheques and for the remittance of such withholdings to the appropriate regulatory body as required by law.

Prior to commencing provision of Services, the Contractor shall provide to WorkplaceNL a list of employees, officers, directors, associates and approved sub-contractors assigned to perform the Services including their job titles and qualifications for the provision of Services. The employees, officers, directors, associates and sub-contractors assigned to perform Services shall not change except with prior written consent of WorkplaceNL.

WorkplaceNL may, in its sole discretion, request that any employee, officer, director, associate or approved sub-contractor of the Contractor be prohibited from the performance of Service and/or from access to any files and/or to WorkplaceNL's premises, and the Contractor shall immediately comply with this request. The Contractor hereby releases and forever discharges and holds harmless WorkplaceNL from any costs, claims, losses, and damages of any kind whatsoever based on negligence, defamation, wrongful discharge/dismissal or otherwise which the Contractor may suffer, sustain, pay or incur as a result of any actions under this paragraph and will indemnify, defend and hold harmless WorkplaceNL against any third party claims based on actions hereunder.

**4. Sub-Contractor** - Without the prior written consent of WorkplaceNL, the Contractor shall not sub-contract any part of the Services, assign or transfer any interest, or delegate any responsibility arising out of this Agreement, to anyone other than the approved employees, officers, directors, associates,

or sub-contractors of the Contractor in accordance with the provisions of this Agreement. Prior to approval of a sub-contractor, the Contractor must establish to the satisfaction of WorkplaceNL, that the sub-contractor also meets the requirements of this Agreement.

**5. Payment** - Provided the Contractor has complied with all terms, conditions and provisions of this Agreement, WorkplaceNL shall make payments to the Contractor of those fees as set forth in this Agreement, following appropriate invoicing by the Contractor. WorkplaceNL shall not be liable to the Contractor for any other costs or expenses, unless such costs or expenses are approved in advance and in writing by WorkplaceNL, or are specifically set out in this Agreement. The Contractor shall submit expense claims in a format acceptable to WorkplaceNL.

WorkplaceNL shall effect payment of invoices within thirty (30) days of receipt of an acceptable invoice by WorkplaceNL provided that the amounts so billed are correct and properly payable under this Agreement. All invoices shall include the Contractor's registration number for Harmonized Sales Tax (HST) and shall separately identify the amounts of such tax. Payment of invoices may be delayed through failure of the Contractor to identify the registration number and the amount of HST. The Contractor shall maintain records sufficient to verify invoices submitted to WorkplaceNL and WorkplaceNL shall not be responsible for reconciliation and/or review of incorrect bookkeeping by the Contractor.

WorkplaceNL will not pay interest on late or overdue accounts.

Payment for Services shall be made by direct deposit. The Contractor shall supply the necessary banking information to WorkplaceNL within seven (7) working days of awarding the contract.

Purchase orders and notices of payments will be forwarded to the Contractor from WorkplaceNL. The Contractor shall supply facsimile information to WorkplaceNL within seven (7) working days of awarding the contract.

Services which have been performed prior to the issuance of a purchase order shall not be invoiced to WorkplaceNL. Only Services rendered within the date range delineated on the purchase order will be paid by WorkplaceNL.

The Contractor shall only submit an invoice for payment once. If the Contractor has not received payment for an invoice, the Contractor may contact the Accounts Payable Department of WorkplaceNL but it shall not resubmit the invoice unless expressly requested by WorkplaceNL. If the Contractor sends a Statement of Account, it shall be clearly marked "Statement of Account" at the top of the page.

**6. Set-Off** - At its sole option and without notice to the Contractor, WorkplaceNL shall have the right to set-off any amount due to WorkplaceNL by the Contractor under this Agreement or otherwise against any amount due and owing by WorkplaceNL to the Contractor under this Agreement.

**7. Non-exclusive** - This Agreement does not create an exclusive relationship between the Contractor and WorkplaceNL. WorkplaceNL may also, at any time, retain other contractors to perform work in relation to the Services or any changes or additions to such Services. The Contractor is free to, and it is anticipated that the Contractor will, engage with other clientele in addition to its engagement herein with WorkplaceNL.

**8. Conflict of Interest** – Conflict of interest includes, but is not limited to, any situation or circumstance where in relation to the Services, the Contractor's other commitments, relationships, financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations. The Contractor shall not provide Services if the Contractor is in a conflict of interest. The Contractor shall not permit any actual, possible or perceived conflict of interest between the interest of WorkplaceNL and/or its clients and the interest of the Contractor.

## STANDARD TERMS AND CONDITIONS

The Contractor shall immediately disclose any such conflict of interest to WorkplaceNL in writing. WorkplaceNL shall, in its sole discretion, determine if an actual, possible or perceived conflict of interest exists and determine the appropriate course of action to be taken by WorkplaceNL and/or the Contractor. WorkplaceNL's decision in this regard shall be final and conclusive.

The Contractor:

- (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 WorkplaceNL and/or WorkplaceNL's client, knowing that the decision might further its private interests;
- (c) shall not offer, solicit, receive or accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any Services, 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 Services.

**9. Confidentiality** - All data and information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, obtained by the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors, is:

- (a) to be treated as confidential;
- (b) to be used only to supply or perform Services to WorkplaceNL pursuant to this Agreement;
- (c) not to be reproduced or disclosed to anyone other than WorkplaceNL personnel as required in the performance of this Agreement;
- (d) not to be removed from the offices of WorkplaceNL without prior written consent of WorkplaceNL;
- (e) to be delivered to WorkplaceNL without cost forthwith upon demand, including all copies and records of same; and
- (f) to be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

Nothing in the Agreement will prohibit or limit either Party's use or disclosure of information (including, but not limited to, ideas, concepts, knowledge, techniques, and methodologies) which is:

- (a) previously known to it without an obligation of confidence;
- (b) independently developed by or for it;
- (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information; or
- (d) required by law. In the case of a disclosure required by law, the Contractor shall notify WorkplaceNL in writing prior to the disclosure to provide an opportunity to restrain the disclosure.

The Contractor will notify WorkplaceNL both verbally and in writing in the event of any unauthorized access to or disclosure of data or information.

The Contractor acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act, 2022**, SNL 2022, c. W-11.1, as amended (the "**Act**"), the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended ("**ATIPPA**"), the **Management of Information Act**, SNL 2005, c. M-1.01, as amended, the **Privacy Act**, RSNL 1990, c. P-22, as amended, and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended ("**PHIA**"), and agrees to abide strictly by the terms of these and any other applicable laws and professional standards respecting the collection, use and disclosure of data or information that the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to **ATIPPA**.

The Contractor shall observe all requirements, standards and protocols of WorkplaceNL, relating to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure and disposition of

information. The Contractor shall comply with the provisions of the attached "Declaration of Confidentiality/Conflict of Interest" and shall ensure compliance of the Contractor's employees, officers, directors, associates, and/or approved sub-contractors with the provisions of the said Declaration of Confidentiality/Conflict of Interest. The Contractor shall provide to WorkplaceNL the said Declaration of Confidentiality/Conflict of Interest which has been executed by the Contractor or an officer or director of the Contractor.

Without limiting the generality of the foregoing, the Contractor acknowledges that WorkplaceNL shall have the right to obtain injunctive relief for violation of the terms of the clause. All those carrying out this Agreement on the Contractor's behalf are subject to this Agreement and may be liable to suit by WorkplaceNL for breaching this clause.

When deemed appropriate by WorkplaceNL, in its sole discretion, WorkplaceNL may also require the Contractor and its employees, officers, directors, associates, and/or approved sub-contractors to comply with the WorkplaceNL Confidentiality Schedule. The Contractor must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of this Agreement.

**10. Ownership of Information** - 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 Contractor 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 WorkplaceNL and the contents thereof are privileged and confidential. Nothing in the Agreement shall give the Contractor 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 Contractor pursuant to the terms of the Agreement. The Contractor acknowledges that WorkplaceNL's right to this information shall at all times be paramount to any rights of the Contractor, at law or in equity, and that the Contractor's remedies against WorkplaceNL for WorkplaceNL's breaches under the Agreement do not include the right to deprive WorkplaceNL of access to WorkplaceNL's information in the Contractor's possession.

**11. Access to Information** - WorkplaceNL is subject to the **ATIPPA** and consequently the public has a right of access to WorkplaceNL's records. WorkplaceNL shall not be liable for any claims, costs, losses or damages experienced by the Contractor as a result of WorkplaceNL's release of information to another party pursuant to the provisions of **ATIPPA** or due to any other legal requirements.

**12. Warranty and Liability** - The Contractor represents, warrants and covenants that:

- (a) the information contained in its bid, proposal or quote is true and accurate;
- (b) all equipment supplied meets and is operated in accordance with the manufacturer's specifications and applicable regulatory requirements;
- (c) all Services provided are free from any defects in design, materials and workmanship, and that the Services fully comply with specifications and are suitable and fit for its intended purpose;
- (d) the supply of Services will not infringe any patent, trademark or copyright;
- (e) the Contractor provides good and clear title to the Services to WorkplaceNL;
- (f) the Contractor, its employees, officers, directors, associates and approved sub-contractors have the necessary skills, expertise, materials and experience, are qualified in the safe work procedures and operations of equipment, and shall provide and perform the Services in accordance with the provisions of this Agreement;
- (g) the Contractor shall provide and perform the Services in accordance with all applicable law and professional standards, and in a skilful, safe, efficient and professional manner satisfactory to WorkplaceNL;



## STANDARD TERMS AND CONDITIONS

- (h) the Contractor, its employees, officers, directors, associates and approved sub-contractors shall comply with all safety and security rules and workplace policies and procedures in effect from time to time while using or accessing WorkplaceNL's premises, assets, and/or resources;
- (i) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors will not commence work while under the influence of alcohol, marijuana or illegal drugs;
- (j) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors shall comply with the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended; and
- (k) if the Contractor is carrying on an undertaking in the Province of Newfoundland and Labrador, the Contractor will during the term of this Agreement continue to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador.

The Contractor shall supply all labour, materials, and supervision to complete the Services in accordance with the Agreement. The Contractor shall obtain all permits and licences, pay such fees, and give all notices necessary for the lawful performance of the Services. Except as otherwise specifically stated in this Agreement, all facilities and equipment required for the provision of the Services shall be provided by the Contractor and shall remain the property and responsibility of the Contractor.

The Contractor is fully and solely responsible for the actions of the Contractor and its employees, officers, directors, associates, and/or approved sub-contractors in performance of the Services and to ensure compliance with this Agreement. WorkplaceNL's approval of employees, officers, directors, associates, or sub-contractors does not relieve the Contractor of the Contractor's responsibilities under this Agreement.

**13. Indemnity** - The Contractor shall indemnify and hold harmless WorkplaceNL from and against all claims, actions, losses, expenses, costs and direct damages of every nature and kind whatsoever which WorkplaceNL or its employees, officers, directors, associates, or agents may suffer where the same are based upon or arise out of anything done or omitted to be done by the Contractor or its employees, officers, directors, associates, and/or approved sub-contractors.

**14. Insurance** - The Contractor shall, at its own expense and without limiting its liability herein, insure its operations under a contract of General Liability Insurance, with an insurer licensed in Newfoundland and Labrador, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual general aggregate, if any, of not less than Four Million Dollars (\$4,000,000) for each of its locations, insuring against any and all bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall be in effect for the duration of the Agreement and any extensions or renewals. The deductibles applicable to the insurance required shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under this Agreement and within thirty (30) days of any insurance renewal. All insurance called for under this Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for under this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

**15. Good Standing and Safety** – If the Contractor is engaged in, about or in connection with an industry in the province of Newfoundland and Labrador under the **Act**, prior to commencing provision of Services and during the term of this Agreement, the Contractor and any approved sub-contractors must be registered as an employer or have independent operator coverage under the

**Act**, must be in good standing with WorkplaceNL, and shall comply with the **Act** and the Regulations thereto, as amended. The Contractor authorizes WorkplaceNL to obtain confirmation of the same.

### **16. Performance Standards**

Time is of the essence in the performance of the Agreement.

WorkplaceNL may notify the Contractor of any deficiencies, and in the event that the Contractor has failed to rectify the deficiencies within the time allocated by WorkplaceNL, WorkplaceNL may, at its discretion, obtain the Services, complete the work or rectify the deficiencies to its satisfaction and shall be entitled to deduct and set-off the costs of such work or rectification from any moneys due to the Contractor.

WorkplaceNL shall not be obligated to make any payments for Services rendered by the Contractor to remedy errors or omissions for which, in the reasonable opinion of WorkplaceNL, the Contractor is responsible.

**17. Inspection** – All Services are subject to final inspection and acceptance by WorkplaceNL. Services failing to conform to the specifications of this Agreement will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all related costs are the responsibility of the Contractor. Services failing to conform to specifications of the Agreement may result in WorkplaceNL making adjustments to invoices.

**18. Non-waiver** – Mere acceptance of shipment of the Services specified and any inspection thereto by WorkplaceNL, shall not alter, limit or affect the obligations of the Contractor or the rights of WorkplaceNL herein or at law.

**19. Title and Risk** - Title to Services shall not pass to WorkplaceNL until delivered to a WorkplaceNL location and until such time shall be at the sole risk of the Contractor.

**20. Canadian Standards Association (CSA) Approval** – The Contractor shall ensure that all electrical, materials, hardware and assemblies supplied under the Agreement are fully CSA approved.

**21. Workplace Hazardous Materials Information System (WHIMIS)** – When dealing with materials designated as hazardous, the Contractor shall ensure all goods and materials are provided with appropriate labels and material safety data sheets where required by WHIMIS legislation.

**22. Changes** – WorkplaceNL, without invalidating the Agreement, may alter, add to or delete from the work, the Agreement sum being adjusted accordingly provided the Contractor has agreed to the same in writing. All such changes shall be governed by the conditions of the original Agreement. Any changes and unforeseen extras must be documented by change orders and approved by WorkplaceNL prior to proceeding. Supplementary invoices not supported by change orders will not be honored. The Contractor must notify WorkplaceNL of changes in the Contractor's policy or organization that affects its ability to meet its obligations outlined in the Agreement.

**23. Termination** - This Agreement may be terminated at any time by the mutual consent of the Parties.

WorkplaceNL may terminate this Agreement at any time, without cause, by giving thirty (30) calendar days written notice to the Contractor. WorkplaceNL shall not be subject to a claim for damages by the Contractor for any such termination.

WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, on the terms outlined in this paragraph terminate this Agreement at any time without notice, for cause and without compensation to the Contractor should:

- (a) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors be in breach of any provision of this Agreement;
- (b) WorkplaceNL determine, in its sole discretion, that the Services are being provided in a manner inconsistent with this Agreement;

## STANDARD TERMS AND CONDITIONS

- (c) the Contractor fail to make adequate progress in the performance of the Agreement, or alternatively, an indication by the Contractor that they cannot or will not meet any or all of the requirements of the Agreement;
- (d) WorkplaceNL determines, in its sole discretion, that the invoicing practices of the Contractor are unsatisfactory or improper; or
- (e) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or receivers appointed of its business, or a voluntarily or involuntary petition in bankruptcy is filed, or proceedings for the reorganization or winding up of the Contractor is instituted.

WorkplaceNL may terminate the Agreement immediately or may provide the Contractor with written notice of the above noted default and provide the Contractor an opportunity to rectify the said default within 72 hours. If the default is not rectified to the satisfaction of WorkplaceNL within 72 hours, then WorkplaceNL can proceed to terminate this Agreement, for cause, without further notice.

Where this Agreement is terminated, either by mutual consent or otherwise, the Contractor shall, without any further fee or cost whatsoever to WorkplaceNL:

- (a) upon the effective date of termination of this Agreement cause all Services being provided under this Agreement to be discontinued, unless WorkplaceNL has provided its express, written consent to the continuation of Services; and
- (b) within thirty (30) working days of the effective date of termination, provide all work product and all final invoices for Services completed to the date of termination pursuant to this Agreement. The obligations of WorkplaceNL to make payment to the Contractor shall continue for Services performed up to and including the date of termination but do not continue beyond that time period. If the Agreement stipulates a lump sum payment, any such payment for Services performed shall be valued proportionately to the value of the contract.

The Contractor 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.

**24. Force Majeure** – Neither the Contractor nor WorkplaceNL shall be deemed to be in default of its obligations under this Agreement, if, and for as long as, any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the reasonable control of that party. These events shall include, but not be limited to, strikes or other labour disturbance, riots, civil disturbances, wars, fires, explosions, floods, acts of God, epidemics, pandemics and acts of any government or branch or agency thereof. The performance of this Agreement shall resume as soon as practicable after force majeure has ceased.

Force Majeure shall not include the following:

- (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; and
- (b) late performance by a sub-contractor(s) unless the delay arises out of a Force Majeure occurrence in accordance with this clause.

**25. Records and Audit** - The Contractor shall maintain appropriate records and files in relation to the Services provided under this Agreement for seven (7) years, at which time the Contractor will destroy any and all copies and versions of the said records and files. The Contractor will retain copies of the records and files only to the extent required by law and applicable professional standards. The Contractor shall provide a copy of the said records and files within seven (7) working days of receipt of a written request from WorkplaceNL.

In addition to any other rights of inspection or audit that WorkplaceNL may have under this Agreement or under statute, WorkplaceNL or a person

authorized by WorkplaceNL, may, at any reasonable time and upon reasonable notice to the Contractor, inspect, audit and evaluate the Contractor's compliance with the terms of this Agreement, including but not limited to compliance with Service and invoice obligations, privacy, security and information management, under this Agreement through any means including but not limited to the following means:

- (a) on-site visit and examination of records and files, and inspection of electronic devices upon WorkplaceNL's request;
- (b) observation of the performance of the Services in progress;
- (c) full access to records and files and the ability to make copies of the record; and
- (d) oral or written communication pertaining to Services with any clients, employees, associates, directors, officers, agents and approved sub-contractors of the Contractor.

Notwithstanding any other provision of this Agreement, WorkplaceNL shall not be responsible for the Contractor's costs or fees associated with compliance with this section.

**26. General** - The paragraph headings shall not be considered in interpreting the text.

**27. Invalid or Unenforceable Provision** - If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, notwithstanding this Agreement may, at WorkplaceNL's option, remain in full force and effect and such term or provision shall be deemed removed from this Agreement and the remaining provisions form a valid agreement.

**28. Waiver** - Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. Failure on the part of any party to exercise, and/or delay in exercising, any right under this Agreement shall not operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**29. Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador, and the forum for all disputes shall be the Courts of the Province of Newfoundland and Labrador.

**30. Survival of Obligations** – All the obligations of the Contractor under this Agreement, including but not limited to independent contractor status, confidentiality, warranty and liability, records and audit, termination, indemnification and insurance provisions, shall survive the termination or completion of this Agreement.

**31. Promotion** - The Contractor shall not associate WorkplaceNL in any advertising or other promotional materials or messages associated with it without WorkplaceNL's prior written consent. The Contractor, its employees, officers, directors, associates and/or approved sub-contractors shall not approach WorkplaceNL personnel, to in any way promote the business of the Contractor.

**32. Enurement** – Subject to the express limitations set out in the Agreement, this Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

**33. Agreement Amendment** - The Agreement may only be modified by a written agreement signed by persons duly authorized by the Contractor and WorkplaceNL.

STANDARD TERMS AND CONDITIONS

DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

As a Contractor to WorkplaceNL, \_\_\_\_\_, its employees, officers, directors, associates and/or approved sub-contractors (collectively, the "Company") will perform Services pursuant to the Agreement between the Contractor and WorkplaceNL. All information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, that is received or obtained by the Company in the course of performing the Services, either directly or indirectly, is Confidential Information.

As a Contractor, I \_\_\_\_\_, (name), an officer or director of the Company, hereby swear (or affirm) on behalf of the Company:

- 1. I have read and understand the following documents and shall comply with all terms and conditions outlined therein:
• WorkplaceNL Policy GP-01, Information Protection, Access and Disclosure;
• WorkplaceNL Standard Terms and Conditions; and
• WorkplaceNL Confidentiality Schedule (if attached to the Agreement).
2. I will comply with all professional standards and all obligations imposed under any applicable privacy laws, which may include the Access to Information and Protection of Privacy Act, 2015, SNL 2015, c. A-1.2, as amended ("ATIPPA"), the Management of Information Act, SNL 2005, c. M-1.01, as amended, the Privacy Act, RSNL 1990, c. P-22, as amended, and the Personal Health Information Act, SNL 2008, c. P-7.01, as amended ("PHIA").
3. I shall not collect, use, or retain, or disclose any Confidential Information whatsoever except to the extent necessary to perform Services, which shall be limited to the minimum amount of information necessary to accomplish the purpose. Further, I acknowledge and agree that these obligations continue indefinitely, beyond the completion of the Agreement.
4. When required, I shall return to WorkplaceNL any and all Confidential Information obtained in the course of performing Services. Upon termination of the Company's relationship with any employees, officers, directors, associates, and/or approved sub-contractors, or when required, I will ensure the return to the Company of any and all Confidential Information obtained in the course of performing Services. I will retain copies of Confidential Information only to the extent required by law and applicable professional standards.
5. I will immediately notify WorkplaceNL if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an employee, officer, director, associate, and/or approved sub-contractor or any other party that the Company may engage to assist in any part of the performance of Services.
6. I will communicate WorkplaceNL's confidentiality and conflict of interest requirements to the Company's employees, officers, directors, associates, and/or approved sub-contractors and I will bind them to comply with those requirements and sign an oath which addresses the principles of confidentiality contained therein. I acknowledge and agree that the Company is fully and solely responsible for the actions of the Company and its employees, officers, directors, associates, and/or approved sub-contractors to ensure compliance with WorkplaceNL's confidentiality and conflict of interest requirements.
7. I will not permit any actual, possible or perceived conflict of interest between the interests of WorkplaceNL and/or its clients and the interests of the Company, and will immediately disclose any such conflict to WorkplaceNL in writing.
8. In particular, the Company is aware of its obligation:
• to comply with the requirements of applicable legislation to protect the confidentiality of Confidential Information and the privacy of the individuals who are the subject of that information;
• to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information;
• to provide for the secure storage, retention and disposal of Confidential Information to minimize the risk of unauthorized access to or disclosure of the Confidential Information.

SWORN/AFFIRMED at \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me:

Commissioner of Oaths

Signature of Individual

Print Name

## CONFIDENTIALITY SCHEDULE

1. For the purposes of this Schedule, references to Contractor(s) shall include the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors and employees, officers, directors, and associates of approved sub-contractors.
2. For the purposes of this Agreement "Confidential Information" means:
  - (a) all communications and instructions from WorkplaceNL respecting the Services;
  - (b) all information acquired by the Contractor respecting policy development, consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of WorkplaceNL;
  - (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 WorkplaceNL, WorkplaceNL employees, injured workers or employers, disclosed directly or indirectly to the Contractor during the performance of the Services or in any way related thereto;
  - (d) all personal information, as defined under the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended, ("**ATIPPA**") and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended, ("**PHIA**") which is, directly or indirectly, disclosed to or collected by the Contractor 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 Contractor; and
  - (f) Confidential Information shall not include any information which:
    - (i) at the time such information was provided to the Contractor was or thereafter became part of the public domain through no act or omission of the Contractor or its representatives; or
    - (ii) is information which the Contractor can show possession of prior to the date of the Agreement and which was received or developed by the Contractor free of obligations of confidentiality to WorkplaceNL.
3. The Contractor shall not directly or indirectly collect Confidential Information in the performance of the Services unless the collection is necessary to carry out the duties associated with the Agreement.
4. The Contractor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Agreement, and shall not permit the use of the Confidential Information for any other purposes.
5. The Contractor shall treat all Confidential Information acquired by the Contractor in the performance of the Services as privileged and confidential and shall not directly or indirectly disclose the same to any person or persons at any time without the express written approval of WorkplaceNL, unless required to do so by law. In the event that such disclosure is required, the Contractor shall notify WorkplaceNL prior to the disclosure to provide an opportunity to restrain the disclosure.
6. Upon request by WorkplaceNL, the Contractor shall provide to WorkplaceNL and solely to WorkplaceNL all Confidential Information acquired during the performance of the Services, or shall, at the request of WorkplaceNL, destroy any and all copies and versions of the Confidential Information in the possession and/or control of the Contractor and shall certify the destruction of same to WorkplaceNL. The Contractor shall retain copies of Confidential Information only to the extent required by law and applicable professional standards.
7. To assist and further ensure compliance with the Agreement, the Contractor shall have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, which are acceptable to WorkplaceNL and consistent with all applicable privacy legislation, including but not restricted to the following:
  - (a) at a minimum, using the same level of physical and electronic security as the Contractor employs to avoid disclosure or dissemination of the Contractor's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, officers, directors, associates, and/or approved sub-contractors other than those who are required to have access to properly perform the Services under the Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) prior to execution of the agreement, provide to WorkplaceNL copies of its policies and standards in relation to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure, disposition, and access of information;
  - (d) advise WorkplaceNL of any changes in its security systems, procedures, practices, policies and standards that may affect the Confidential Information and seek WorkplaceNL's written consent prior to such changes;
  - (e) complete training relating to **PHIA** which WorkplaceNL deems necessary, in WorkplaceNL's sole discretion;
  - (f) report to WorkplaceNL at least annually, but more often if required by WorkplaceNL, the status of its security measures and any further measures that may be taken to ensure confidentiality is maintained; and
  - (g) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in the Protocols for Security of WorkplaceNL Information on Information Technology Assets ("Protocols") which forms part and parcel of this Schedule, unless otherwise advised by WorkplaceNL, and this includes:
    - (i) complying with all alterations or updates of the Protocols as may be provided to the Contractor from time to time; and
    - (ii) adhering to any additional instructions (including oral instructions) from WorkplaceNL as it relates to the subject matter contained in the Protocols and this Schedule.
8. The Contractor shall only disclose Confidential Information to persons other than its approved employees, officers, directors, associates, and/or sub-contractors with the prior written consent of WorkplaceNL, and then only to those persons who need to know the information in order to carry out the duties associated with the Agreement and only after confirming that such persons agree to comply with the provisions of the Agreement including the requirements set out in the Protocol by requiring such persons to execute the Declaration of Confidentiality/Conflict of Interest attached to the Agreement.
9. The Contractor shall:
  - (a) notify WorkplaceNL promptly of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of the Contractor, 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 Contractor;
  - (b) promptly furnish to WorkplaceNL full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist WorkplaceNL 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 WorkplaceNL in any litigation and investigation against third parties deemed necessary by WorkplaceNL;
  - (d) promptly use all reasonable efforts to mitigate the damages related to the unauthorized use, possession, or knowledge and to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
  - (e) follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach as per the **ATIPPA** website: [www.gov.nl.ca/atipp/](http://www.gov.nl.ca/atipp/)

## CONFIDENTIALITY SCHEDULE

### Protocols for Security of WorkplaceNL Information on Information Technology Assets

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These requirements apply to the Contractor and all employees, officers, directors, associates, and/or approved sub-contractors of the Contractor, and it is the responsibility of the Contractor to ensure that all such employees, officers, directors, associates, and/or approved sub-contractors are aware of these restrictions and are in compliance herewith.

#### GENERAL

- 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.
- Contractors must 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.
- Confidential Information must be transferred using a secure, encrypted transfer mechanism that is approved by WorkplaceNL.
- Contractors are not permitted to store Confidential Information in cloud services (e.g., Onenote, etc.).
- When accessing WorkplaceNL networks externally, Contractors will use an encrypted multi-factor VPN connection that will be supplied by WorkplaceNL.

#### USE OF APPROVED DEVICES ON WORKPLACENL NETWORK

The following protocols apply to computing devices (desktop, laptop, mobile or other device) that have been approved for use on the WorkplaceNL network (Network). This may be a WorkplaceNL-issued device.

- The Contractor will permit WorkplaceNL to access and audit the device and all WorkplaceNL records on the device:
  - to validate the security of the device or for maintenance or security of the Network.
  - to add, remove, update and/or block any content, technical or otherwise, necessary for the maintenance or security of the Network or Confidential Information.
  - to determine if the device or inappropriate use of the device had adversely impacted the Network or Confidential Information.
  - to respond to an Access to Information and Protection of Privacy or legal discovery request.
- It is not permissible to:
  - use the Network or device for illegal purposes, for personal gain or to contravene legislation, policies, directives or standards.
  - attempt to gain unauthorized access to the Network or to initiate or participate in any activity that negatively impacts the Network's security or performance.
  - share personal computer drives or folders on a computer accessing the network.
  - access the network remotely, either through wired or wireless connections, except through the use of a WorkplaceNL provisioned VPN connection with multi-factor authentication.

## CONFIDENTIALITY SCHEDULE

- copy or transfer personal or Confidential Information from the Network to any media without the prior written approval of the business owner and/or the Director responsible for Information Technology Services. If copying or transferring personal or Confidential Information from the Network to any media is approved, then proper WorkplaceNL security procedures and protocols must be followed in the copying or transferring of that information.
- The Contractor must:
  - securely manage and protect Network and device usernames and passwords.
  - take reasonable precautions to prevent the introduction of viruses, SPAM or other malicious content.
  - immediately notify the IT Service Desk (service.desk@workplacnl.ca or 709.778.1555) if potential harm to the Network or any device is known or suspected.
- There is no reasonable expectation of privacy when using the Network or when accessing Confidential Information. Equipment and resources will be monitored and/or searched, where necessary, by those authorized to do so on behalf of WorkplaceNL or law enforcement agencies.
- Where a determination is made that the Network or Confidential Information on the device could be or has been used for an improper or illegal purpose, WorkplaceNL may forward the device or information to law enforcement agencies for investigation.
- WorkplaceNL is within its rights to deny or sever access to the Network or application if the Contractor is found to be in violation of any protocol outlined herein.
- WorkplaceNL devices must be returned to a manager or direct supervisor upon departure from WorkplaceNL.

### USE OF NON-WORKPLACENL DEVICES

- Unless specifically separately authorized by the Contractor's Agreement or otherwise, the Contractor is not permitted to attach non-WorkplaceNL computers or other information technology systems to any WorkplaceNL network. (e.g., plug your computer directly into a Network jack in a WorkplaceNL building).
- To obtain access to the Network, the Contractor must submit a request in writing to WorkplaceNL's Security Manager. If permission is granted, the Contractor must adhere to the terms and conditions of the Security Manager.