

**WorkplaceNL**

Health | Safety | Compensation

**Request for Qualifications: 2024-33-Q**

**Labour Market Re-Entry (LMR) Services for Injured Workers**

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**Issue Date: OCTOBER 29, 2024**

**RFQ Closing Date: NOVEMBER 26, 2024 before 2:00 p.m. (NL Time)**

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

**1.1 Request for Qualifications Summary**

The Workplace Health, Safety and Compensation Commission (“WorkplaceNL”) is inviting prospective Applicants to submit proposals for the provision of Labour Market Re-Entry (LMR) Services for Injured Workers. WorkplaceNL wishes to establish a list of qualified providers in nine (9) geographical areas across the province of Newfoundland and Labrador.

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 from December 16, 2024 to December 15, 2027. 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 RFQ 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.
DSM-V:	Diagnostic and Statistical Manual of Mental Disorders – Fifth Edition
Facility:	Location(s) where services are to be performed.
Injured Worker:	An individual who is entitled to compensation under the <b>Workplace Health, Safety and Compensation Act, 2022</b> (the “Act”).
LMR Assessment:	An assessment which determines whether an Injured Worker has the transferable skills or requires additional training to re-enter the Workplace.

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LMR Plan:	A plan specific to the Injured Worker which outlines activities to enhance existing skills or if necessary, to provide new skills to re-enter the Workplace.
LMR Planner:	A professional who works collaboratively with the Injured Worker to develop an individualized plan of suitable options for re-integration into the Workplace that reflects the Injured Worker's skills, abilities and interests.
Must/Should:	A requirement that is mandatory and if not met will result in rejection of the proposal.
NOC:	National Occupational Classification 2016
RFQ:	Request for Qualifications which includes the original Request for Qualifications and any and all addenda.
Services:	Includes but is not limited to, the individualized reports and assessments performed by the successful Applicant in fulfilling the obligations in the written Agreement with WorkplaceNL pursuant to this RFQ.
Suitable Employment:	A category of jobs which requires similar skills and meets the criteria, as defined in WorkplaceNL Client Services Policy RE-12, "Labour Market Re-Entry Overview". All policies are available on WorkplaceNL website at <a href="http://www.workplacenl.ca">www.workplacenl.ca</a> .
Transferable Skills Analysis (TSA):	A review of the Injured Worker's existing skill set, previous education, work experience, interests and volunteer work with the goal of identifying suitable alternate occupations.
Work Samples:	The use of simulated work to determine a worker's aptitudes, interests and occupational strengths.
Workplace:	The injury employer's place of work or the general workforce.

### **1.3 Intent**

The purpose of this RFQ is to secure Labour Market Re-Entry Services for Injured Workers across nine (9) geographical areas across Newfoundland and Labrador.

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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).

WorkplaceNL has determined that the provision of LMR will continue through non-exclusive contracts under which qualified contractors will provide approved services at pre-determined rates

## **1.5 Scope of Work**

LMR services ensure Injured Workers have the skills, knowledge, aptitude and abilities to be employable in an occupational area that restores their capacity to earn as close as possible to their pre-injury earnings. The LMR Assessment process can involve a Transferrable Skills Analysis, Work Samples and Psychoeducational Testing. Initially, the LMR Planner will be required to conduct a Transferable Skills Analysis and if necessary, Work Samples. The LMR Planner will confirm if additional skills are necessary to assist the Injured Worker to become qualified for Suitable Employment consistent with his or her vocational profile. In such cases, a psychoeducational assessment may be required to confirm the Injured Worker’s suitability for retraining. The psychoeducational assessment must be completed by a psychologist trained in this area, and the recommendations incorporated into the overall analysis as part of the LMR Assessment and report. Providers are required to assist the Injured Workers with their career exploration efforts, such as access to career cruising software, aptitude testing and guidance on training options and community supports.

Providers are expected to deliver quality assessments and reports that meet the timeframes and guidelines set out by WorkplaceNL and applicable policies and

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procedures, as amended. Information regarding WorkplaceNL's current policies and procedures can be found in Appendix "C". Engagement of the Injured Worker and individualized assessments/reports are critical components of a quality LMR service.

WorkplaceNL wishes to establish a list of qualified providers to conduct these services. WorkplaceNL intends to fulfill this requirement by reviewing responses to this RFQ and selecting qualified Applicants from this process.

## **1.6 Scope of Services**

LMR Services are generally based upon a defined process for Injured Workers who participate in the program. Providers must become familiar with WorkplaceNL processes and best practices to ensure consistency in approach, communication and application.

### **1.6.1 LMR Process**

#### **1.6.1.1 Referral**

The case manager initiates the referral for a LMR Assessment. Referrals are forwarded based upon rotational order by region. The LMR referral will consist of:

- i) Referral Form
- ii) LMR Summary Form
- iii) Functional Information
- iv) Psychological information (if applicable)

The provider is responsible for ensuring all relevant documentation is thoroughly reviewed prior to commencing the requested service.

#### **1.6.1.2 Acceptance of Referral**

Upon receipt of the LMR referral, the provider shall assign an approved LMR Planner to conduct the requested LMR service. The LMR Planner shall meet with the Injured Worker within five (5) business days and complete the requested assessment within the designated time frame depending on the type of service utilized. If the LMR Planner is unable to meet with the Injured Worker or complete the assessment within the stated time frames, the provider is required to notify WorkplaceNL within three (3) business days, send back the referral form with the cancellation date and the referral will be re-issued to another provider.

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**1.6.1.3 Communication**

The standard LMR Assessment involves a thorough analysis of the Injured Worker’s current skills and functional abilities. This is required to identify appropriate and suitable plan options to assist the Injured Worker with successful Workplace re-integration. The active involvement and engagement of the Injured Worker is critical to the successful development of the LMR Plan options and outcomes. The LMR Planner must provide a detailed, clear and individualized rationale supporting the identified options and their suitability for the Injured Worker. The LMR process will require regular contact between the LMR Planner and the Injured Worker, with in-person meetings being the preferred method. The number and frequency of these meetings will be dependent on the type of service and the individual needs of the Injured Worker. The minimum number of meetings is as follows:

<b>SERVICE</b>	<b>INITIAL</b>	<b>FOLLOW-UP</b>	<b>EXIT INTERVIEW</b>	<b>TOTAL (Minimum)</b>
TSA	1	1	1	3
TSA + Work Samples	1	2	1	4
TSA + Psychometrics	1	1 (LMR Planner) 2 (Psychologist)	1	5
TSA + Work Samples + Psychometrics	1	2 (LMR Planner) 2 (Psychologist)	1	6

The LMR coordinator will make every effort to hold an annual meeting with the LMR Planners. WorkplaceNL will provide notification of the meeting date, time and location at least two (2) weeks in advance. Attendance by all LMR Planners is required.

**1.6.1.4 LMR Assessment**

The case manager will make a referral for a LMR Assessment. The purpose of the assessment is to identify, in consultation with the Injured Worker, suitable options for Workplace re-integration. The LMR Assessment will incorporate the appropriate LMR Services as outlined herein.

- i) Initial interview – During the initial meeting, the LMR Planner will explain the LMR process and answer any questions the Injured Worker may have. This is the LMR Planner’s opportunity to build a rapport with the Injured Worker and record a detailed summary of his or her work history, education, interests, etc. The LMR Planner will ensure all educational

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consents are signed during the meeting, and request any relevant documentation that may be required to proceed with the assessment and complete the report. After the initial meeting, the LMR Planner will follow up with the case manager and confirm the type of assessment required. The LMR Planner will also communicate any questions or concerns on behalf of the Injured Worker to the case manager for appropriate follow up.

- ii) Follow-up meetings - The frequency and focus of these meetings will vary depending upon the type of LMR service provided. These meetings allow the LMR planner the opportunity to review and explain the results of any testing and assessments with the Injured Worker. A referral for Psychoeducational Testing would also be discussed and arranged during these meetings, as well as completion of Work Samples. These meetings could also be used to assist the Injured Worker with career exploration efforts, aptitude testing, post-secondary research, and Work Samples.

If Psychoeducational Testing supports upgrading or post-secondary training for the Injured Worker, it is the responsibility of the LMR Planner to educate the Injured Worker about their options, assist them in researching the program requirements, impacts of potential program waitlists and help them navigate the training institutions.

The Injured Worker should be well-informed in all aspects of the LMR process and have the opportunity to review and effectively understand the results of the LMR draft report prior to the exit meeting. It is essential that a meeting be arranged with the Injured Worker to review the draft LMR report well in advance of the scheduled exit meeting. This meeting should occur several days prior to the exit meeting to allow the Injured Worker sufficient time to ask questions and address any issues or concerns they may have.

- iii) Exit Meeting - A draft report will be prepared following completion of the LMR service, and an exit interview will be scheduled by the LMR Planner. The LMR Planner, Injured Worker and case manager will review the draft report and address any questions or concerns that the Injured Worker may have. Once this meeting is completed, a final report is prepared and forwarded to WorkplaceNL.

#### **1.6.1.5 LMR Assessment Report**

WorkplaceNL has established the LMR Assessment reporting format to be followed by the LMR Planner. The template for the LMR reports promotes



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consistency between LMR Planners and provides transparency of the LMR Assessment process. Please refer to Schedule “C” of the Agreement for the current reporting format and Schedule “D” of the Agreement for the current LMR Assessment Review Checklist for Planners.

#### **1.6.1.6 Identification of Options**

LMR Planners should identify, where possible, a minimum of three (3) labour market re-entry options at the NOC minor level, and will also include the NOC unit code levels. All options will take into consideration the following factors: functional abilities of the Injured Worker, transferable skills, educational level, interest, aptitudes and pre-injury earnings. The LMR Plan options should identify the most appropriate intervention to facilitate safe and sustainable Workplace re-integration. The process for identifying these options may vary to accommodate the individualized nature of the assessments.

The LMR Planner and Injured Worker will work together to identify all methods that will allow the Injured Worker to become market ready. These LMR Plan options can include, but are not limited to: formal training, academic upgrading, self-employment, and on-the-job training (OJT). Formal training plans will indicate the skills needed to be employable within the NOC group, including the location of the training, name of program, program prerequisites, program costs, length of waitlist, travel costs, etc.

The LMR Planner must also report to the case manager any factors that prevent the Injured Worker from fully participating in the LMR plan, as soon as they become aware, to ensure proactive follow up and resolution.

#### **1.6.1.7 Delays**

The provider is required to contact WorkplaceNL if there are any difficulties contacting the Injured Worker beyond three (3) business days or in meeting with the Injured Worker beyond five (5) business days.

#### **1.6.1.8 Time Frames**

WorkplaceNL has established timeframes for each LMR service. Turnaround times are captured from the date the referral is issued to the date it is received by WorkplaceNL. The timeframes outlined are the maximum amount of time allotted, if the report is completed beforehand, it is to be submitted to WorkplaceNL. Plans must be completed regardless of any holds.

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TSA – 45 days  
TSA and Work Samples – 50 days  
TSA and Psychometric Testing – 60 days  
TSA, Work Samples and Psychoeducational Testing – 75 days  
Addendums – 14 days

### 1.6.2 Estimated Referrals

WorkplaceNL’s estimation of the total numbers of LMR referrals for 2021, 2022 and 2023 are summarized below:

<b>SERVICE</b>	<b>GEOGRAPHIC REGION</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
LMR Assessments	Avalon Peninsula	109	107	109
	Burin Peninsula	15	16	12
	Clarenville - Bonavista	9	16	9
	Corner Brook - Rocky Harbour	19	23	37
	Gander - New Wes Valley	43	39	24
	Grand Falls/Windsor - Baie Verte - Harbour Breton	31	26	15
	Labrador	3	9	5
	Other - Province/Territory in Canada	5	5	4
	St. Anthony - Port aux Choix	3	7	2
	Stephenville - Port aux Basques	6	6	11
	<b>TOTAL</b>		<b>243</b>	<b>254</b>
<b>Breakdown based on type of Service (by payment year)</b>		<b>2021</b>	<b>2022</b>	<b>2023</b>
LMR Screening		31	53	30
LMR Follow Up Assessment		129	127	133
LMR Full Assessment		83	74	65

#### 1.6.2.1 Volume of Referrals

Any estimates which form part of this request are to be used as a guideline only and are not binding upon WorkplaceNL. If actual volumes fall short of the estimated usage, WorkplaceNL shall not be bound to compensate the Applicant(s) for this shortfall in any way. The Applicant(s) acknowledges that any referrals/requests for LMR services that may be made by

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WorkplaceNL pursuant to this agreement are made solely on an as needed basis.

**1.6.2.2 Rotation of Referrals**

Referrals will be made on a rotational basis between those providers added to the specified geographical region.

**1.6.2.3 Internal Resources**

An LMR coordinator position is retained by WorkplaceNL as a resource to the providers and to monitor the quality of assurance of the LMR program.

**1.6.2.4 Additional Resources**

WorkplaceNL reserves the right, in its sole discretion, to make referrals to other professionals (Registered Psychologists, out of province service providers, etc.) where required to facilitate the LMR program.

**1.6.3 Facilities**

**1.6.3.1 Offices**

The provider must have, or have access to, an appropriate Facility in the geographic region in which they secure the contract.

The Facility must contain a suitable area for assessment and interview space that ensures privacy. The Facility must allow enough room for the LMR Planner's equipment and tools, and any work samples or activities that may be required.

Hotel/motel rooms and private residences are not appropriate for the provision of LMR services.

**1.6.3.2 Parking**

The provider(s) must have free parking immediately adjacent to the main entrance of the building, including designated wheelchair parking spaces for Injured Workers.

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### **1.6.3.3 Safety**

The provider(s) must ensure a safe work environment by routine and prompt maintenance of the Facility and equipment, as well as ensure safe operation of equipment.

### **1.6.3.4 Accessibility**

The provider(s) must make all aspects of the physical layout of the Facility as accessible as possible for the Injured Workers, including mandatory wheelchair accessibility to the reception area, washroom(s) and an interview room where assessments are conducted.

## **1.7 Service Regions**

LMR services will be structured around nine (9) geographical regions as noted below. Applicants may submit a proposal for one (1) or more geographical regions or for all geographical regions.

<b>Geographic Region</b>	<b>Geographic Description</b>
Avalon Peninsula – A	St. Johns & surrounding areas
Avalon Peninsula – B	Ferryland, St. Mary's, Argentia
Burin Peninsula	Burin Peninsula
Clarenville	Clarenville
Gander	Gander, Bonavista South
Grand Falls – Windsor	Grand Falls – Windsor, Botwood, Springdale, Baie Verte
Labrador	Labrador
Northern Peninsula	Deer Lake, Northern Peninsula
Trinity-Conception	Trinity Bay South, Conception Bay
Western NL	Corner Brook, Stephenville, Port aux Basques

## **1.8 Fees**

The hourly rate and the maximum number of hours for LMR Full Assessment, LMR Screening Assessment and LMR Follow Up Assessment have been pre-determined by WorkplaceNL and outlined herein at Schedule "B" of the Agreement.

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## **1.9 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:

### **1.9.1 Mandatory Personnel Qualifications**

#### **LMR Planners**

It is the successful Applicant's responsibility to ensure that all staff who deliver LMR Services under the agreement meet the following criteria:

- (a) Must be certified as a Canadian Certified Vocational Rehabilitation Professional (CVRP) or be certified as a Canadian Certified Vocational Evaluator (CCVE) or be certified as a International Certified Vocational Evaluator (ICVE),
- (b) Must be a member in good standing with the Vocational Rehabilitation Association of Canada, and
- (c) Must possess a minimum of three (3) years of experience as a Vocational Rehabilitation Service Provider.

The cost of membership in these associations is to be incurred by the Applicant and where a CVRP, CCVE or ICVE designation is not currently held, the LMR Planner must apply to the Commission on Rehabilitation Counselor Certification, the Vocational Rehabilitation Association of Canada (VRA Canada) or with the College of Vocational Rehabilitation Professionals to be considered eligible. The successful Applicant must confirm the CCRC, RRP or CVRP designation(s) within three (3) months of commencing the LMR Services. If the said confirmation is not received within three (3) months of commencing LMR Services, all Services of the LMR Planner will be discontinued immediately, unless WorkplaceNL has provided written consent to the continuation of Services.

Additional information regarding the CVRP, CCVE and ICVE designations can be found at <https://cvrp.net>.

#### **Psychologists**

Psychologists must be registered and in good standing with the Newfoundland and Labrador Psychology Board.

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Psychologists must possess a minimum of three (3) years of experience as a Registered Psychologist and a minimum of three (3) years of psychoeducational testing experience.

Psychologists must have access to the appropriate psychometric testing tools in order to detect the presence of learning exceptionalities as per DSM-V criteria.

### **1.9.2 Career Planning Software**

The successful Applicant(s) must possess career planning software, acceptable to WorkplaceNL, to assist Injured Workers with career planning throughout the LMR process. Any cost incurred to secure the software will be the responsibility of the Applicant. Career Cruising is an example of software that has been used previously by LMR Planners.

### **1.10 Role of Psychologists**

Psychologists must have access to the appropriate psychometric testing tools in order to detect the presence of learning exceptionalities as per DSM-V criteria. The psychologist must be able to provide a comprehensive list of accommodations needed in a training or work environment for such learning exceptionalities (i.e. adaptive software, tutors, etc.).

Psychologists must adhere to the outlined tests and report template outlined by WorkplaceNL to ensure consistency and transparency. The report template will be developed in consultation with the psychologists once the agreement has been secured.

The Psychologist will make sure that:

- a) every test follows validated and published protocols; and
- b) the WAIS-IV is administered with psychologist supervision, and the psychologist gives written interpretation and approval of the outcomes.

Due to the nature of psychoeducational reports, psychologists must be available to WorkplaceNL staff for consultation and clarification of their report and findings, if required.

### **1.11 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:

- Company Profile

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- Privacy and Confidentiality policies and procedures
- Qualifications and expertise of resources in the field of vocational rehabilitation and employment counselling
- Demonstrated history of producing comparable work and achievements
- Sample Report
- Quality Assurance
- Facilities

<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 RFQ by issuance of addenda at any time prior to RFQ Closing Date.

It is the responsibility of the Applicants who retrieve or download this RFQ from WorkplaceNL's website (<http://www.workplaceni.ca>) or externally through the RFQ posting at [www.merx.com](http://www.merx.com) to monitor the sites for any addendum to the RFQ issued up to and including the RFQ 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 RFQ documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the RFQ are assumed to be accepted by the Applicant and incorporated in the proposal.

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 RFQ electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

### **2.2 RFQ Closing**

The RFQ CLOSING DATE is:

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NOVEMBER 26, 2024 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 RFQ 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 NOVEMBER 22, 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 RFQ Closing Date. Proposals or any portion thereof, received after the RFQ 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.

A proposal received in response to an RFQ cannot be withdrawn, altered or changed in any way after the RFQ Closing Date.

While WorkplaceNL has tried to ensure the accuracy of the RFQ, 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



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might have about the RFQ 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 RFQ.

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

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The financial value of any 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 RFQ, the Applicant consents to the procedures as described in this RFQ.

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 RFQ, the term "conflict of interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the RFQ 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 RFQ, including having provided advice or assistance in the development of the RFQ;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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

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- (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 RFQ 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 RFQ will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFQ.

## **2.5 Questions and Clarification**

Any questions related to the RFQ must be directed in writing by email to [purchasing@workplaceni.ca](mailto:purchasing@workplaceni.ca) or through the RFQ posting on [www.merx.com](http://www.merx.com) and received by WorkplaceNL before 4:00 PM Newfoundland Time on NOVEMBER 12, 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 RFQ in question. All email questions must include the RFQ 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 RFQ posting on [www.merx.com](http://www.merx.com) which will be part of the RFQ. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a proposal, or where the answer to the question posed may be found in the RFQ. 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 RFQ 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.

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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 RFQ, 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 RFQ 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 RFQ.

If WorkplaceNL does not receive compliant and acceptable proposals in response to the RFQ, 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.

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.

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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 RFQ 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 RFQ 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 "D" 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 "D".

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 RFQ 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 RFQ process. The timing and the sequence of events resulting from this document may vary.

DESCRIPTION	DATE
RFQ issue date	OCTOBER 29, 2024
Deadline for questions	NOVEMBER 12, 2024
Proposals to be received by	NOVEMBER 26, 2024
Presentation of proposals (tentative - if required)	NOVEMBER 28, 2024
Date of award (tentative)	NOVEMBER 22, 2024

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**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 RFQ, 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 RFQ 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 243 referrals to a similar service in 2021, 254 referrals in 2022 and 228 referrals in 2023.

**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 RFQ.

All proposals must address the content of the RFQ. Qualifying proposals are those that clearly demonstrate a thorough understanding of the RFQ, and its stated requirements and criteria. 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 RFQ description. Identify your name and your company’s name (if applicable), address,

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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**  
**Company Profile & Services**

List all topics and associated pages for easy reference. 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 service, their role in the service, and an overview of how the Applicant will meet the service requirements. Also list the key elements and objectives of Labour Market Re-entry.

**Approach and Methodology**

The proposal shall include a detailed description of the approach and methodology which will be utilized in the provision of services.

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**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 1.9 – Mandatory Criteria above.

**Professional Staff Resumes**

Provide a resume of not more than three pages outlining education and work experience for each professional staff member to be involved in the provision of services.

**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 geographical region(s) from which you propose to conduct the major activities of this work. State which of the nine (9) geographic regions you are proposing to offer services. State if you are willing to offer services and travel to other locations that are not currently being serviced by your organization.

**Facilities**

For each facility, describe accessibility including access for disabled Injured Workers, availability of parking and wheelchair parking (provide specifics regarding number of spaces available and whether parking is free or pay) and accessibility to public transportation. Provide a floor plan of the facility, describe access for disabled Injured Workers, identify reception and interview rooms, work sample assessment area, if applicable, and washroom facilities, including square footage for each area. List all equipment available for use in the assessment of Injured Workers.

**Sample Reports**

Provide two sample reports in response to the two Labour Market Re-entry scenarios in Appendix “B”. Please ensure that your reports demonstrate the critical components of Labour Market Re-entry including transferable skills analysis, psychometric testing consideration and/or work samples as well as the application of return to work objectives. Sample reports for the scenarios in Appendix “B” are required only if you are **not** currently a WorkplaceNL authorized provider of LMR services.



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**Policy Manual**

Provide a copy of the table of contents from your policy manual. Provide a copy of the policies that appropriately address the following:

- Emergency Evacuation;
- Accident/Incident Reporting;
- Record Retention;
- Confidentiality;
- Conflict of Interest; and
- Collection, storage, transfer, copying, modification, use and disposition of personal information.

**Quality Assurance**

Describe your quality assurance program and how it influences your service delivery. Describe how you would measure the performance of your services (ex. What work processes would you implement to meet the established timeframes? What quality control measures will you implement to ensure reports are complete, accurate and of the highest quality?)

**Previous Experience**

Describe your organization's experience in Labour Market Re-Entry services. 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 process. The list of references should exclude any potential references from WorkplaceNL.

**Brochures**

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

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**SECTION 5 – EVALUATION PROCESS AND CRITERIA**

**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 proposal 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 RFQ 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 RFQ, which in WorkplaceNL's sole discretion meets its needs and best interests.

**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:

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<b>Criteria</b>	<b>%</b>
Company Profile	5%
Privacy and Confidentiality	5%
Qualifications and expertise of resources in the field of vocational rehabilitation and employment counselling	30%
Demonstrated history of producing comparable work and achievements	20%
Sample Report	20%
Quality Assurance	10%
Facilities	10%
<b>TOTAL</b>	<b>100%</b>

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 RFQ 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 RFQ 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.

### **5.5 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).

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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.

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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 RFQ Closing Date. Proposals received after the RFQ 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.

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**APPENDIX “B”**

**LABOUR MARKET RE-ENTRY SCENARIOS**

**Scenario #1**

Brad James is a 24-year old Paramedic with Central Health who was the victim of a horrific assault while responding to a call. As result of this incident, Brad suffered a broken elbow and right shoulder injury. He has also been diagnosed with PTSD as result of the events of that day. Brad has been off work now for 6 months, and his treating physician(s) are recommending a return to work as he has made some functional gains with his right shoulder and elbow injury. Brad’s Psychologist has some major concerns with him returning to frontline, crisis response work- and notes that it is very unlikely that he will be able to work as a Paramedic again. He has recommended he pursue work in a different field.

Brad has been cleared for an 8 – hour Medium workday, with restrictions for upper and lateral reaching, and occasional lifting, pushing and pulling with his right arm. Brad is right hand dominant. Brad’s yearly salary was \$63,000.

Brad completed his grade 12, and went on to complete training as a Paramedic in his early twenties. Prior to returning to school, Brad worked as a small engine technician (no formal training) with a local appliance company. He also spent many summers while in high school working with his dad’s landscaping company mowing lawns, and completing general labour tasks.

Brad has been sent for a TSA to see if he has any transferrable or related skills that would match up to jobs within Central Health. Brad has 12 years of seniority with Central Health, and prefers to stay connected with his employer.

Please complete the attached Labour Market Re- Entry report template (Schedule “C”) and LMR Assessment Review Checklist for Planners (Schedule “E”) using the scenario and information above.

**Scenario #2**

55-year old Jim Smith has worked as a Warehouse Worker with a furniture company for 30 years. Jim was responsible for off-loading and unloading merchandise, packing up customer orders for shipment, operating the forklift and assisting on delivery runs (when necessary). Jim twisted and injured his lower back when he slipped and fell while lifting a couch. A recent functional assessment has stated that Jim has the capacity to work an 8- hour day at the Limited degree of strenuousness with restrictions for bending, crouching, walking, static standing and lifting. Joe’s annual salary as a Warehouse Worker was \$39,000.

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Joe has a grade 11 education, and no desire to return to school. Prior to working at the furniture company, Jim worked as a Tire Installer at a local garage and Fish Plant Worker in his hometown.

Please complete the attached Labour Market Re-Entry report template (Schedule "C") and LMR Assessment Review Checklist for Planners (Schedule "E") using the scenario and information above.

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**APPENDIX “C”**  
**POLICIES AND PROCEDURES**

**Client Services Policy Manual**

RE-12 – Labour Market Re-Entry Overview

<https://workplacnl.ca/site/uploads/2023/09/RE-12-Labour-Market-Re-Entry-Overview.pdf>

RE-13 – Labour Market Re-Entry Cooperation

<https://workplacnl.ca/site/uploads/2023/09/RE-13-Labour-Market-Re-Entry-Co-operation.pdf>

RE-14 – Labour Market Re-Entry Assessments

<https://workplacnl.ca/site/uploads/2023/09/RE-14-Labour-Market-Re-Entry-Assessments.pdf>

RE-15 – Determining Suitable Employment and Earnings

<https://workplacnl.ca/site/uploads/2023/09/RE-15-Determining-Suitable-Employment-and-Earnings.pdf>

RE-16 – Labour Market Re-Entry Plans

<https://workplacnl.ca/site/uploads/2023/09/RE-16-Labour-Market-Re-entry-Plans-2022-12-15.pdf>

RE-17 – Labour Market Re-Entry Expenses

<https://workplacnl.ca/site/uploads/2023/09/RE-17-Labour-Market-Re-entry-Expenses-2022-06-30.pdf>

**Client Services Procedure Manual**

44.00 – Labour Market Re-Entry Cooperation

<https://workplacnl.ca/site/uploads/2023/09/44.00-Labour-Market-Re-entry-Co-operation.pdf>

45.00 – Labour Market Re-Entry Assessment

<https://workplacnl.ca/site/uploads/2019/06/45.00-Labour-Market-Re-entry-LMR-Assessments-2023-12-05.pdf>

46.00 – Determining Suitable Employment and Earnings

<https://workplacnl.ca/site/uploads/2023/09/46.00-Suitable-Employment-and-Earnings.pdf>

47.00 – Labour Market Re-Entry Plans

<https://workplacnl.ca/site/uploads/2023/09/47.00-Labour-Market-Re-entry-LMR-Plans-2022-12-15.pdf>



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48.00 – Expenses to Return to Work and Labour Market Re-Entry (LMR)

<https://workplacenl.ca/site/uploads/2023/09/48.00-Expenses-to-Return-to-Work-and-Labour-Market-Re-entry-LMR-2022-09-22.pdf>

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**APPENDIX “D”**

**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 Labour Market Re-entry 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 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.
- 1.4 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 December 16, 2024, and ending on December 15, 2027, unless terminated prior to this date in accordance with Article 23 of the WorkplaceNL Standard Terms and Conditions and/or Article 5.0 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 Other Services**

4.1 The Contractor shall immediately provide notice to WorkplaceNL of any agreement with an employer or other agency to provide any other service in relation to an Injured Worker for whom they are providing Services.

### **5.0 Termination**

5.1 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 to Injured Workers under this Agreement to be discontinued, unless WorkplaceNL has provided its express, written consent to the continuation of Services;
- (b) immediately allow WorkplaceNL full access to the Contractor's premises, records, and files;

- (c) within three (3) working days of receiving the notice of termination, provide WorkplaceNL with a list of all Injured Workers who were scheduled for Services by the Contractor at the date of notice of termination;
- (d) within five (5) working days of receiving the notice of termination, provide WorkplaceNL with all existing reports which as of the date of the notice of termination had not been forwarded to WorkplaceNL;
- (e) within seven (7) working days of receiving notice of termination, provide copies of all records and files for workers who were scheduled for Services at the date of the notice of termination;
- (f) within ten (10) working days, provide a final report/discharge statement for each Injured Worker who received Services by the effective date of Termination; and
- (g) within thirty (30) working days of the effective date of termination provide 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.

## 6.0 **General**

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

6.2 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.

- 6.3 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.
- 6.4 The following clauses and articles shall survive the termination of this Agreement, however caused:
- 2.0 Payment and Reports
  - 5.0 Termination
  - 6.0 General
- 6.5 WorkplaceNL hereby designates the Director, Case Management, or another who the Director may appoint from time to time, to administer this Agreement.
- 6.6 For the purposes of day to day contact throughout the term of this Agreement, the Contractor shall deal through the Manager, Claims Services, or another who the Director may appoint from time to time.
- 6.7 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.
- 6.8 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.

6.9 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, Case Management  
    WorkplaceNL  
    146-148 Forest Road  
    P.O. Box 9000  
    St. John's, NL A1A 3B8  
    t 709.778.4138  
    f 709.778.1020

to the Contractor:                      < [REDACTED] >  
    < [REDACTED] >  
    t 709 < [REDACTED] >  
    f 709 < [REDACTED] >

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**

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**Date of Signature**





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

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

## SCHEDULE "A"

### SCOPE OF WORK

#### LABOUR MARKET RE-ENTRY SERVICES

#### DEFINITIONS

A.1 The following phrases shall have the following meanings when used in this Agreement:

**DSM-V** - Diagnostic and Statistical Manual of Mental Disorders – Fifth Edition.

**Facility** - Location(s) where services are to be performed.

**Injured Worker** - An individual who is entitled to compensation under the the "Act", and who has been approved by WorkplaceNL under this Agreement to receive Services from the Contractor.

**Labour Market Re-entry (LMR) Assessment** - an assessment which determines whether an Injured Worker has transferable skills or requires additional training to re-enter the Workplace.

**Labour Market Re-entry (LMR) Plan** - a plan specific to the Injured Worker which outlines activities to enhance existing skills or, if necessary, to provide new skills to re-enter the Workplace.

**Labour Market Re-entry (LMR) Planner**- a professional who works collaboratively with the Injured Worker to develop an individualized plan of suitable options for re-integration into the Workplace that reflects the Injured Worker's skills, abilities, and interests.

**Suitable Employment** - a category of jobs which require similar skills and meets the criteria, as defined in WorkplaceNL Client Services Policy RE-12, "Labour Market re-entry Overview". All policies are available on the WorkplaceNL website at [www.workplacnl.ca](http://www.workplacnl.ca).

**Transferable Skills Analysis (TSA)** - A review of the Injured Worker's existing skill set, previous education, work experience, interests and volunteer work with the goal of identifying suitable alternate occupations.

**Work Samples** - The use of simulated work to determine a worker's aptitudes, interests and occupational strengths.

**Workplace**: - The injury employer's place of work or the general workforce.

## GENERAL

- A.2 The primary goal of this Agreement is to achieve the safe and timely recovery and return to work of Injured Workers by ensuring that quality Labour Market Re-entry (LMR) Services are provided in a cost efficient manner and consistent with the provisions of the **Workplace Health, Safety and Compensation Act, 2022** (hereinafter referred to as the “**Act**”).
- A.3 WorkplaceNL and the Contractor recognize the importance and value of recording and analyzing the outcomes of the Services being provided and the Contractor will co-operate with WorkplaceNL towards a reasonable program of outcome reporting and analysis.
- A.4 LMR services ensure Injured Workers have the skills, knowledge, aptitude and abilities to be employable in an occupational area that restores their capacity to earn as close as possible to their pre-injury earnings. The LMR Assessment process can involve a Transferrable Skills Analysis, Work Samples and Psychoeducational Testing. Initially, the LMR Planner will be required to conduct a Transferable Skills Analysis and if necessary, Work Samples. The LMR Planner will confirm if additional skills are necessary to assist the Injured Worker to become qualified for Suitable Employment consistent with his or her vocational profile. In such cases, a psychoeducational assessment may be required to confirm the Injured Worker’s suitability for retraining. The psychoeducational assessment must be completed by a psychologist trained in this area, and the recommendations incorporated into the overall analysis as part of the LMR Assessment and report. Contractors are required to assist the Injured Workers with their career exploration efforts, such as access to career planning software, aptitude testing and guidance on training options and community supports.
- A.5 Contractors must deliver quality assessments and reports that meet the timeframes and guidelines set by WorkplaceNL and applicable policies and procedures, as amended, and as outlined on WorkplaceNL’s website at <http://www.workplacenl.ca>. Engagement of the Injured Worker and individualized assessments/reports are critical components of a quality LMR service.
- A.6 LMR Services are generally based upon a defined process for Injured Workers who participate in the LMR program. The Contractor must become familiar with WorkplaceNL’s processes and best practices to ensure consistency in approach, communication and applications.
- A.7 The Contractor shall assign LMR Planner(s) and Psychologist(s) to perform the Services described herein. The Contractor is responsible for ensuring the complete compliance of the LMR Planner(s) and Psychologist(s) with all terms and conditions of this Agreement. The Contractor warrants that the LMR Planner(s) and Psychologist(s) assigned to perform services pursuant to this Agreement have the following experience and qualifications:

LMR Planner(s):

- Must be certified as a Canadian Certified Vocational Rehabilitation Professional (CVRP) or be certified as a Canadian Certified Vocational Evaluator (CCVE) or be certified as a International Certified Vocational Evaluator (ICVE),
- Must be a member in good standing with the Vocational Rehabilitation Association of Canada, and
- Must possess a minimum of three (3) years of experience as a Vocational Rehabilitation Service Provider.

The cost of membership in these associations is to be incurred by the Contractor and where a CVRP, CCVE or ICVE designation is not currently held, the LMR Planner must apply to the Commission on Rehabilitation Counselor Certification, the Vocational Rehabilitation Association of Canada (VRA Canada) or with the College of Vocational Rehabilitation Professionals to be considered eligible. The Contractor must confirm the CCRC, RRP or CVRP designation(s) within three (3) months of commencing the LMR Services. If the said confirmation is not received within three (3) months of commencing LMR Services, all Services of the LMR Planner will be discontinued immediately, unless WorkplaceNL has provided written consent to the continuation of Services.

Psychologist(s):

- Must be registered and in good standing with the Newfoundland and Labrador Psychology Board,
- Must possess a minimum of three (3) years of experience as a Registered Psychologist and a minimum of three (3) years of psychoeducational testing experience.

**LMR PROCESS**LMR Referral

A.8 The WorkplaceNL case manager initiates the referral for a LMR Assessment. Referrals are forwarded based upon a rotational order by geographic region. The LMR referral will consist of:

- (i) the Referral Form;
- (ii) the LMR Summary Form;
- (iii) functional information; and
- (iv) psychological information (if applicable).

### Acceptance of Referral

- A.9 Upon receipt of a LMR referral and before the LMR service is provided; the Contractor shall obtain the approval of WorkplaceNL. Approval of WorkplaceNL for a LMR service will be demonstrated by the issuance of a purchase order number. WorkplaceNL will not pay for a LMR service unless a purchase order number has been issued.
- A.10 WorkplaceNL will not pay additional assessment fees except where new evidence is provided to the Contractor and approval from WorkplaceNL's LMR coordinator has been given.
- A.11 Upon receipt of the LMR referral, the Contractor shall assign an approved LMR Planner to conduct the LMR service. The LMR Planner shall meet with the Injured Worker within five (5) business days and complete the assessment within the designated time frame depending upon the type of service utilized. If the LMR Planner is unable to meet with the Injured Worker or complete the assessment within the stated time frames, the Contractor is required to notify WorkplaceNL within three (3) business days, send back the referral form with the cancellation date, and the referral will be re-issued to another Contractor.
- A.12 The Contractor shall ensure that the LMR Planner thoroughly reviews all relevant documentation prior to commencing the requested Service.
- A.13 The Contractor shall provide appropriate services which meet the requirements in the Act, regulations and policy.
- A.14 The Contractor will not provide unnecessary services. WorkplaceNL determines in its sole discretion, whether all of the LMR services provided for a particular worker were necessary. WorkplaceNL is not liable to pay for LMR services which WorkplaceNL has determined to be unnecessary.

### Communication

- A.15 The standard LMR Assessment involves a thorough analysis of the Injured Worker's current skills and functional abilities. This is required to identify appropriate and suitable plan options to assist the Injured Worker with successful Workplace re-integration. The active involvement and engagement of the Injured Worker is critical to the successful development of the LMR Plan options and outcomes. The LMR Planner must provide a detailed, clear and individualized rationale supporting the identified options and their suitability for the Injured Worker. The LMR process will require regular contact between the LMR Planner and the Injured Worker, with in-person meetings being the preferred method. The number and frequency of these meetings will be dependent on the type of service

and the individual needs of the Injured Worker. The minimum number of meetings is as follows:

SERVICE	INITIAL	FOLLOW-UP	EXIT INTERVIEW	TOTAL (Minimum)
TSA	1	1	1	3
TSA + Work Samples	1	2	1	4
TSA + Psychometrics	1	1 (LMR Planner) 2 (psychologist)	1	5
TSA + Work Samples + Psychometrics	1	2(LMR Planner) 2 (psychologist)	1	6

The LMR coordinator will make every effort to hold an annual meeting with the LMR Planners. WorkplaceNL will provide notification of the meeting date, time and location at least two (2) weeks in advance. Attendance by all LMR Planners is required.

- A.16 The Contractor shall advise workers of their rights and responsibilities during the provision of LMR services by the Contractor.

### LMR Assessment

- A.17 WorkplaceNL's case manager will make a referral for a LMR Assessment. The purpose of the assessment is to identify, in consultation with the Injured Worker, suitable options for Workplace re-integration. The LMR Assessment will incorporate the appropriate LMR Services as outlined herein.
- (i) Initial interview – During the initial meeting, the LMR Planner will explain the LMR process and answer any questions the Injured Worker may have. This is the LMR Planner's opportunity to build a rapport with the Injured Worker and record a detailed summary of his or her work history, education, interests, etc. The LMR Planner will ensure all educational consents are signed during the meeting, and request any relevant documentation that may be required to proceed with the assessment and complete the report. After the initial meeting, the LMR Planner will follow up with the case manager and confirm the type of assessment required. The LMR Planner will also communicate any questions or concerns on behalf of the Injured Worker to the case manager for appropriate follow up.
  - (ii) Follow-up meeting(s) – The frequency and focus of these meetings will vary depending upon the type of LMR service provided. These meetings allow the LMR planner the opportunity to review and explain the results of any testing and assessments with the Injured Worker. A referral for Psychoeducational

Testing would also be discussed and arranged during these meetings, as well as completion of Work Samples. These meetings could also be used to assist the Injured Worker with career exploration efforts, aptitude testing, post-secondary research, and Work Samples.

If Psychoeducational Testing supports upgrading or post-secondary training for the Injured Worker, it is the responsibility of the LMR Planner to educate the Injured Worker about their options, assist them in researching the program requirements, impacts of potential program waitlists and help them navigate the training institutions.

The Injured Worker should be well-informed in all aspects of the LMR process and have the opportunity to review and effectively understand the results of the LMR draft report prior to the exit meeting. It is essential that a meeting be arranged with the Injured Worker to review the draft LMR report well in advance of the scheduled exit meeting. This meeting should occur several days prior to the exit meeting to allow the Injured Worker sufficient time to ask questions and address any issues or concerns they may have.

- (iii) Exit Interview – A draft report will be prepared following completion of the LMR service, and an exit interview will be scheduled by the LMR Planner. The LMR Planner, Injured Worker and case manager will review the draft report and address any questions or concerns that the Injured Worker may have. Once this meeting is completed, a final report is prepared and forwarded to WorkplaceNL.

### Role of Psychologists

- A.18 Where a psychoeducational assessment is required, the Psychologist must have access to the appropriate psychometric testing tools in order to detect the presence of learning exceptionalities as per DSM-V criteria. The psychologist must provide a comprehensive list of accommodations needed in a training or work environment for such exceptionalities (i.e. adaptive software, tutors, etc.).
- A.19 The Psychologist shall ensure that:
  - a) every test follows validated and published protocols; and
  - b) the WAIS-IV is administered with psychologist supervision, and the psychologist gives written interpretation and approval of the outcomes.
- A.20 Psychologists must adhere to the tests and report template outlined by WorkplaceNL to ensure consistency and transparency. The report template will be developed in consultation with the psychologists once the within agreement has been executed.

- A.21 Due to the nature of psychoeducational reports, the psychologist must be available to WorkplaceNL staff for consultation and clarification of their report and findings, if required.

### LMR Assessment Report

- A.22 WorkplaceNL has established the LMR Assessment reporting format to be followed by the LMR Planner. The template for the LMR reports promotes consistency between LMR Planner and provides transparency of the LMR Assessment process. The current reporting format is attached hereto as Schedule "C". The current LMR Assessment Review Checklist for Planners is attached hereto as Schedule "D".

### Identification of Options

- A.23 LMR Planners should identify, where possible, a minimum of three (3) labour market re-entry options at the National Occupational Classification 2016 (NOC) minor level, and will also include the NOC unit code levels. All options will take into consideration the following factors: functional abilities of the Injured Worker, transferable skills, educational level, interest, aptitudes and pre-injury earnings. The LMR Plan options should identify the most appropriate intervention to facilitate safe and sustainable Workplace re-integration. The process for identifying these options may vary to accommodate the individualized nature of the assessments.
- A.24 The LMR Planner and Injured Worker will work together to identify all methods that will allow the Injured Worker to become market ready. These LMR Plan options can include, but are not limited to: formal training, academic upgrading, self-employment, and on-the-job training (OJT). Formal training plans will indicate the skills needed to be employable within the NOC group, including the location of the training, name of program, program prerequisites, program costs, length of waitlist, travel costs, etc.
- A.25 The LMR Planner must also report to the case manager any factors that prevent the Injured Worker from fully participating in the LMR plan, as soon as they become aware, to ensure proactive follow up and resolution.
- A.26 The Contractor shall carry out a complete costing of each LMR option identified, including a consideration of all costs and program expenditures, such as tuition and related fees, for each means of achieving the option.
- A.27 The Contractor shall report to WorkplaceNL any evidence of material change in the worker's circumstances. A material change is a change in either of the following:



- an Injured Worker's work-related or non-work related medical condition;
  - job status;
  - earnings; or
  - any other change which may affect an Injured Worker's ability to participate in LMR or obtain work in the selected Suitable Employment and Earnings (SEE)
- This report will be made by telephone immediately and in writing within 10 calendar days.

A. 28 The Contractor shall direct all inquiries about an Injured Worker's functional abilities to WorkplaceNL Case Manager and further agrees that all assessments will be based only upon information about the worker's functional ability provided by WorkplaceNL.

### Delays

A.29 The Contractor shall advise WorkplaceNL if there are any difficulties in contacting the Injured Worker beyond three (3) business days or in meeting with the Injured Worker beyond five (5) business days.

A.30 The Contractor shall advise WorkplaceNL Case Manager, verbally within two business days, when there are difficulties with the provision of LMR services to an Injured Worker which cannot be resolved, or when an Injured Worker has missed an appointment or is otherwise non-compliant.

### Time Frames

A.31 WorkplaceNL has established timeframes for each LMR service. The turnaround times are captured from the date that the referral is issued to the date that the LMR Assessment report is received by WorkplaceNL. The time frames outlined are the maximum amount of time allocated. If the report is completed beforehand, it is to be submitted to WorkplaceNL. Plans must be completed regardless of whether the file has been placed on hold by WorkplaceNL.

- |   |         |
|---|---------|
| • Transferable Skills Analysis (TSA)              | 45 days |
| • TSA and Work Samples                            | 50 days |
| • TSA and Psychoeducational Testing               | 60 days |
| • TSA, Work Samples and Psychoeducational Testing | 75 days |
| • Addendums                                       | 14 days |

### Quality of Service

- A.32 WorkplaceNL determines in its sole discretion, whether the LMR services meet the standards outlined in this Agreement. If WorkplaceNL determines that its LMR services are not satisfactory, the Contractor shall redo the Service at no additional cost to WorkplaceNL. The redo of the service will be completed within the timeframes allotted for that service as per A.30 herein.
- A.33 Prior to execution of the within agreement, the Contractor shall provide to WorkplaceNL evidence of the procedures and/or policies that the Contractor has in place to ensure adequate professional practice monitoring. The Contractor shall also provide to WorkplaceNL notification of any changes to the said procedures and/or policies within ten (10) days of such change. During the term of the within Agreement, the Contractor shall have procedures and/or policies which address professional practice monitoring and which are acceptable to WorkplaceNL.

### Internal Resources

- A.34 An LMR Coordinator position is retained by WorkplaceNL as a resource to the Contractors and to monitor the quality assurance of the LMR program.

### Additional Resources

- A.35 WorkplaceNL reserves the right, in its sole discretion, to make referrals to other professionals (registered psychologists, out of province service providers, etc.) where required to facilitate the LMR program.

### Monthly Report

- A.36 On a monthly basis, the contractor shall submit to WorkplaceNL a detailed report outlining its current referrals and their status.

## **FACILITIES**

### Offices

- A.37 The Contractor shall have an appropriate Facility, or access to an appropriate Facility, in the geographic region (as identified in Service Regions) for which they are providing Services.
- A.38 The Contractor shall have a suitable area for assessment and interview space that ensures privacy. The Facility must allow enough room for the LMR Planner's equipment and tools, and any work samples or activities that may be required. Hotel/motel rooms and private residence are not appropriate for the provision of LMR Services.

Parking

A.39 The Contractor shall have free parking immediately adjacent to the main entrance of the Facility, including designated wheelchair parking spaces for Injured Workers.

Safety

A.40 The Contractor shall ensure a safe work environment by routine and prompt maintenance of the Facility and equipment, as well as ensure safe operation of equipment.

Accessibility

A.41 The Contractor shall make all aspects of the physical layout of the Facility as accessible as possible for the Injured Workers, including mandatory wheelchair accessibility to the reception area, washroom(s) and an interview room where assessments are conducted.

**SERVICE REGIONS**

A.42 LMR Services will be structured around nine (9) geographic regions as defined below.

<b>Geographic Region:</b>	<b>Geographic Description:</b>
<b>Avalon Peninsula - A</b>	St. John's & surrounding areas
<b>Avalon Peninsula - B</b>	Ferryland, St. Mary's, Argentia
<b>Burin Peninsula</b>	Burin Peninsula
<b>Clarenville</b>	Clarenville
<b>Gander</b>	Gander, Bonavista South
<b>Grand Falls-Windsor</b>	Grand Falls- Windsor, Botwood, Springdale, Baie Verte
<b>Labrador</b>	Labrador
<b>Northern Peninsula</b>	Deer Lake, Northern Peninsula
<b>Trinity Conception</b>	Trinity Bay South, Conception Bay
<b>Western NL</b>	Corner Brook, Stephenville, Port aux Basques

A.43 The Contractor shall provide Services to the following service regions: (list all regions for which the Contractor has agreed to provide services).

A.44 Referrals will be made by WorkplaceNL on a rotational basis between those Contractors who have executed an Agreement with WorkplaceNL to provide LMR services ("Existing Contractors"). Should the Contractor be unable to continue to provide Services to any of the services regions outlined herein, the Contractor shall provide WorkplaceNL with thirty (30) calendar days written notice of same. If such

withdraw of Services by the Contractor results in the service region not being serviced by any of the Existing Contractors, WorkplaceNL shall approach the Existing Contractors to determine if they are willing to provide Services to the said service region. Should neither of the Existing Contractors choose to provide Services to the said service region, WorkplaceNL may negotiate a contract for LMR Services with a provider other than an Existing Contractor. Should WorkplaceNL be unable to negotiate a contract for LMR services for the said service region, all Existing Contractors will be offered the opportunity to provide Services by travelling to the said service region. Travel expenses shall then be reimbursed as outlined in the within Agreement.

## **SAFETY**

- A.45 The Contractor shall demonstrate a commitment to providing a safe and healthy environment for Injured Workers and shall observe all safety practices, standards and protocols set by Professional Standards and Commission on Accreditation of Rehabilitation Facilities, (C.A.R.F), even if the Contractor is not accredited by C.A.R.F.
- A.46 The Contractor shall comply with all reasonable requests of WorkplaceNL relating to safety issues.

## **CAREER PLANNING SOFTWARE**

- A.47 The Contractor must possess career planning software, acceptable to WorkplaceNL, to assist Injured Workers with career planning throughout the LMR process. Any cost incurred to secure the software will be the responsibility of the Contractor. Career Cruising is an example of software that has been used previously by LMR Planners.

**SCHEDULE "B"**

- B.1 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 following rates for Services performed pursuant to this Agreement:

<b>LMR Full Assessment</b>	<b>Rate and # of Hours</b>	<b>Additional TSA Hours</b>	<b>Cost of Service (before HST)</b>
TSA	\$90.00/hr @ 18 hrs (\$1,620.00)	Base # of hours – 18	\$1,620.00
TSA + Work Samples	\$90.00/hr @ 19 hrs (\$1,710.00) \$90.00/hr @ 8 hrs (\$720.00)	18 (+1)	\$2,430.00
TSA + Psychometrics	\$90.00/hr @ 22 hrs (\$1,980.00) \$110.00/hs @ 13 hrs (\$1,430.00)	18 (+4)	\$3,410.00
TSA + Psychometrics + Work Samples	\$90.00/hr @ 23 hrs (\$2,070.00) \$110.00/hr @ 13 hrs (\$1,430.00) \$90.00/hr @ 8 hrs (\$720.00)	18 (+5)	\$4,220.00
<b>Total Maximum Cost for Full Assessment</b>			<b>\$4,220.00</b>

<b>LMR Screening Assessment</b>	<b>Rate and # of Hours</b>	<b>Additional TSA Hours</b>	<b>Cost of Service (before HST)</b>
Screening TSA	\$90.00/hr @ 15 hrs (\$1,350.00)	Base # of hours – 15	\$1,350.00
Screening TSA + Work Samples	\$90.00/hr @ 16 hrs (\$1,440.00) \$90.00/hr @ 8 hrs (\$720.00)	15 (+1)	\$2,160.00
Screening TSA + Psychometrics	\$90.00/hr @ 19 hrs (\$1,710.00) \$110.00/hr @ 13 hrs (\$1,430.00)	15 (+4)	\$3,140.00
Screening TSA + Psychometrics + Work Samples	\$90.00/hr @ 20 hrs (\$1,800.00) \$110.00/hr @ 13 hrs (\$1,430.00) \$90.00/hr @ 8 hrs (\$720.00)	15 (+5)	\$3,950.00

<b>LMR Follow Up Assessment</b>	<b>Rate and # of Hours</b>	<b>Additional TSA Hours</b>	<b>Cost of Service (before HST)</b>
Follow Up Report	\$90.00/hr @ 8 hrs (\$720.00)	Base # of hours – 8	\$720.00
Follow Up Report + Work Samples	\$90.00/hr @ 9 hrs (\$810.00) \$90.00/hr @ 8 hrs (\$720.00)	8 (+1)	\$1,530.00
Follow Up Report + Psychometrics	\$90.00/hr @ 12 hrs (\$1,080.00) \$110.00/hr @ 13 hrs (\$1,430.00)	8 (+4)	\$2,510.00
Follow Up Report + Psychometrics + Work Samples	\$90.00/hr @ 13 hrs (\$1,170.00) \$110.00/hr @ 13 hrs (\$1,430.00) \$90.00/hr @ 8 hrs (\$720.00)	8 (+5)	\$3,320.00
<b>Total Maximum LMR Services for Screening and Follow Up</b>			<b>\$4,670.00</b>

- B.2 The Contractor shall bill the services at the established rates for that Service, including all assessments and report preparation and writing.
- B.3 The Contractor shall submit a separate, detailed invoice to WorkplaceNL on at least a monthly basis, for each Injured Worker who received Services. The following information must be included on all invoices:
- vendor name and number,
  - purchase order number,
  - injured worker's name and claim number,
  - date of Services rendered,
  - number of hours worked,
  - service description,
  - invoice date,
  - invoice number,
  - total invoice amount, and
- Invoices that do not include the referenced information will be returned to the Contractor, and payment may be delayed pending proper invoicing by the Contractor.
- B.4 The Contractor's travel costs will only be reimbursed when the Contractor is travelling to a service region where LMR services are not provided by the Contractor or by any other Contractor of LMR services with WorkplaceNL.

- B.5 Travel expenses within the Contractor's service region will only be reimbursed in cases where WorkplaceNL requests the Contractor to travel to the Injured Worker's community, and if the community is at least 50 kilometers away from the Contractor's office within the service region. For the purposes of this section, the point of origin of the travel will be the Contractor's office within the service region unless otherwise agreed upon by the WorkplaceNL.
- B.6 The Contractor agrees that only time while actually travelling will be reimbursed. Travel time will be reimbursed at the appropriate hourly rate, i.e. Job Readiness and Placement - \$65.00/hour, Psychologist - \$110.00/hour, LMR Planner - \$90.00/hour.
- B.7 Meeting room rentals are reimbursed at a maximum rate of \$79.00 per day where the Contractor is providing service to an area outside of their established service regions.

#### TRAVEL EXPENSES

- B.8 Unless otherwise specified herein, all travel must be pre-approved by WorkplaceNL. The Contractor shall comply with WorkplaceNL's Procedure 100.00: "Travel Procedures" for all travel expenses. The requirement for approval of out of province travel by the Chief Executive Officer and the Chair of the Board of Directors does not apply to the Contractor.
- B.9 WorkplaceNL shall make all travel arrangements for the Contractor and shall follow WorkplaceNL's procedure (Procedure number 100.00: Travel Procedures). The Contractor will use the most practical and economical arrangements for travel and accommodations considering both the dollars cost and travelling time involved. WorkplaceNL shall determine in its sole discretion what expenses shall be considered reasonable.
- B.10 Air travel will be by economy class.
- B.11 The type, standard and cost of accommodation will not be in excess of the minimum rate in a commercial establishment for a single room with attached bathroom. Accommodations must not be upgraded to suites or executive floor.
- B.12 Special Government rates, available at many hotels/motels, must be requested when making reservations and wherever possible, establishments that offer discounts should be given preference by the person making the travel arrangements.
- B.13 Compensation for expenses shall be paid in accordance with WorkplaceNL's procedure (Procedure number 100.00: Travel Procedures).

- B.14 The Contractor shall prorate the costs of travel where there were multiple services provided, including services provided at the request of parties other than WorkplaceNL.
- B.15 The Contractor shall notify WorkplaceNL at the beginning of each month of intended overnight travel for both WorkplaceNL and others so that Services can be provided to remote locations on a timely basis and in an efficient manner.
- B.16 Expense claims are required to be submitted to WorkplaceNL no later than 15 days after completion of work.



## SCHEDULE “C”

### LMR REPORT TEMPLATE

Date

Mr./Mrs. \_\_\_\_\_, Case Manager Compensation Services Department WorkplaceNL  
 146-148 Forest Road  
 PO Box 9000  
 St. John's, NL A1A 3B8

Dear Mr./Mrs.

Re: Labour Market Re-entry  
 (Full/Screening/Follow-up) Report  
 Mr./Mrs.  
 Claim No.

A Labour Market Re-entry Full/Screening/Follow-up Assessment was completed by (insert Contractor) on (insert date). The Full/Screening/Follow-up Assessment determines the worker's potential for direct and/or related suitable options based on the worker's individual skills set. The Full/Screening/Follow-up report documents the completion of the worker's LMR assessment which provides confirmation of suitable employment and earnings options.

In completing this individualized assessment, the following factors were considered:

- Functional status of the worker
- Educational status and profile of the worker
- Interest and aptitude of the worker
- Results of Psychoeducational testing (where applicable) and ability to upgrade or retrain
- Individual circumstances of the worker
- Pre- injury earnings
- National Occupational Code 2016
- Current Labour Market Research (where applicable)

Various assessment tools may be used to expand upon the factors as outlined above. This determination is made by the evaluator. The tools used may include:

**Transferable Skills Analysis (TSA)** – a method to assist in determining alternative vocational goals for the Injured Worker that involves a review of the Injured Worker's existing skill set, previous education, work experience, interests and volunteer work with the goal of identifying suitable alternate occupations.

**Psychoeducational Testing** - evaluation of aptitude, ability, academic achievement, and interests as compared to one's peers in the general population in order to assist with the development of work re-entry options.

**Work Samples** – the use of simulated work to determine a client's aptitudes, interests and occupational strengths.

**CONFIDENTIALITY NOTICE**

The information contained in this document is privileged and confidential. It is intended only for the use of the addressee. If you are not the intended addressee or the employee responsible for delivering this message to the intended addressee, you are hereby notified that any disclosure, copying, distribution or the taking of any action related to it is strictly prohibited and you are to immediately contact the office below and return the information to the sender.

The physical tolerances of occupations listed in this report are based upon the information provided by the Career Handbook (2016). The Career Handbook provides national ratings of occupations which defines skills, worker characteristics and other indicators, such as physical activities.

The occupations identified in this report are examples of occupations that best reflect the client's occupational profile within the Province of Newfoundland and Labrador. The occupational list identified is not intended to be exhaustive or exclusive, and should not be considered as such. Please note that the result of the TSA is based upon the information provided at the time of the assessment. As an assumption was made as to the accuracy of the documentation provided by the referral source, the analysis may be subject to modification or adjustment should additional or conflicting information become available.

After your review, please do not hesitate to call if you have any questions or require additional information pertaining to the selected vocational options. Thank you for the opportunity to work with you and your client on this file.

Sincerely,

Labour Market Re-entry Planner

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<b>BACKGROUND INFORMATION</b>
-------------------------------

Name:

Address:

Contact Number:

Age:

Education:

Highest Grade Level Completed:

Post-Secondary:

Certifications:

Licenses:

Bondable:

Summary of Hobbies and Leisure Activities:

Pre-Injury -

Post-Injury –

<b>INJURY AND MEDICAL INFORMATION</b>
---------------------------------------

Accident Employer:

Date of Injury:

Job Title:

Pre- Injury Earnings:

Functional Requirement:

Diagnosis (per referral):

Physical Restrictions and/or Abilities:

Functional Status of Client (per NOC):

Other Work Related Injuries:

Non- Compensable Medical Issues/ Concerns:

Medical Treatments/ Rehabilitation received and on-going:

**EMPLOYMENT/ VOLUNTEER HISTORY (MOST CURRENT FIRST)**

JOB TITLE	EMPLOYER and LOCATION	DATE EMPLOYED	JOB DUTIES (Client Reported)

VOLUNTEER POSITION	ASSOCIATION/ ORGANIZATION	DATE VOLUNTEERED

**SUMMARY OF WORKER'S VOCATIONAL PROFILE**

**SUITABLE EMPLOYMENT AND EARNINGS (SEE) GRID SUMMARY****Labour Market Re-entry Summary Options Grid**

	<b>Option 1</b> XXX XXX Occupations	<b>Option 2</b> XXX XXX Occupations	<b>Option 3</b> XXX XXX Occupations	<b>Option 4</b> XXX XXX Occupations	<b>Option 5</b> XXX XXX Occupations
NOC Major Code					
NOC Minor Code					
NOC Unit Code					
Physical Tolerance of Option					
Direct, Related or Enhanced Skills					
Means of Achieving					
Earnings Identified for Option (hourly, weekly, annual)					
Earnings are: Entry Level, Actual or Average Maximum					
Approximate Cost of Method					
Approximate EEL Liability					
Total Cost of Option					

**RATIONALE AND SUMMARY OF OPTIONS, METHODS and COSTS**

**Option # 1:**

Minor Group:
Unit Group(s):
Examples of Job Titles:
<p><b>Why is this Option Suitable?</b>                  Based on TSA:</p> <p>Functionally:</p> <p>Supports Required:</p>

**Training and Time Frames required (only include table if needed)**

Name of Training Institution Address and Telephone Number	Program and Duration	Actual Start Date and Actual End Date	Total Cost of Program with Breakdown
			Tuition – Books – Supplies/Equipment – Housing – Mileage – Laptop/computer -

**Option # 2:**

Minor Group:
Unit Group(s):
Examples of Job Titles:
<p><b>Why is this Option Suitable?</b>                  Based on TSA:</p> <p>Functionally:</p> <p>Supports Required:</p>



**Option # 3:**

Minor Group:
Unit Group(s):
<u>Examples of Job Titles:</u>
<b><u>Why is this Option Suitable?</u></b> Based on TSA:  Functionally:  Supports Required:

**Option # 4:**

Minor Group:
Unit Group(s):
<u>Examples of Job Titles:</u>
<b><u>Why is this Option Suitable?</u></b> Based on TSA:  Functionally:  Supports Required:

**Option # 5:**

Minor Group:
Unit Group(s):
<u>Examples of Job Titles:</u>
<b><u>Why is this Option Suitable?</u></b> Based on TSA:  Functionally:  Supports Required:

**SUMMARY OF PSYCHOEDUCATIONAL TESTING**

M. \_\_\_\_\_ underwent a psychoeducational evaluation on (date). The psychoeducational testing evaluated areas of aptitudes, abilities, academic achievement and interests to assist with the identification of potentially suitable options. The battery of tests utilized in this assessment and results are as follows:

- Wechsler Adult Intelligence Scale- Fourth Edition (WAIS- IV)
- Wide Range Achievement Test, Fifth Edition (WRAT5)
- General Aptitude Battery Test (GATB)
- Canadian Work Preference Inventory (CWPI)

- M. \_\_\_\_\_ was reported to be functioning in the (low/average/above average) range of intellectual ability.
- M. \_\_\_\_\_ demonstrated (limited/low/average/above average) academic abilities and skill and is functioning at a (primary/elementary/secondary/high school/post high school/college/university) level of education.
- M. \_\_\_\_\_ 's highest areas of interest were in \_\_\_\_\_.
- M. \_\_\_\_\_ 's test scores indicate that he has the ability to participate in (skill development/academic upgrading/formal training/apprenticeships and/or on-the-job training),

**OR**

- M. \_\_\_\_\_ is best suited for practical skills and work orientation obtained through direct entry options.
- Please refer to the attached Psychometric Evaluation from administered by M. \_\_\_\_\_, Registered Psychologist, dated (date), for additional information.

**SUMMARY OF WORK SAMPLES**

Findings of Work Samples - (occupational strengths, aptitudes and abilities are entered here.)

**SUMMARY OF WORKER'S IDENTIFIED INTERESTS**

M. \_\_\_\_\_ has a high assessed level of interest in the following areas;  
M. \_\_\_\_\_ has expressed areas of interest in .....

(Reference results of Career Cruising interest surveys, if relevant)

**NARRATIVE SUMMARY OF CLAIM SINCE INITIAL SCREENING**

**TRANSFERABLE SKILLS ANALYSIS (TSA)**

**PART 1 - DIRECT SKILLS AND OPTIONS**

**1. Direct Skills – occupations in which the client was previously employed:**

<b>Pre-injury Job Title</b>	
<b>NOC Unit Code, Title and Profile Summary</b>	

<b>Pre-injury Job Title</b>	
<b>NOC Unit Code, Title and Profile Summary</b>	

<b>Pre-injury Job Title</b>	
<b>NOC Unit Code, Title, and Profile Summary</b>	

**2. Current functional requirements of pre-injury occupations and physical suitability of direct skills:**

<b>Pre-injury Job Title (NOC Code)</b>	<b>Required Functional Tolerance Level (as per NOC – Career Handbook)</b>	<b>Currently or Potentially Suitable?</b>

**3. Current employment requirements of functionally suitable pre-injury occupations:**

<b>Pre-injury Occupation (NOC Unit Code and Title)</b>	<b>Current labour market qualifiers met? If no, requirements needed to fulfill same.</b>	<b>Current Earnings Associated with the NOC Code</b>	<b>Comparabl Earnings? (Yes/No)</b>

**4. Is further analysis required? -**

<b>PART 2 – RELATED SKILLS AND ASSOCIATED OPTIONS</b>
---

1. Analysis of pre-injury occupations for related skills where the worker has performed similar duties and/or requires a similar skill level.

Pre-injury Job Title (NOC Unit Code and Title)	NOC Unit Code and Title	Similar Duties and/or Skills Performed (yes/no)

2. Functional requirements of related occupations and physical suitability of related skills:

Related Occupation (NOC Unit Code and Title)	Required Functional Tolerance Level (as per NOC – Career Handbook)	Currently or Potentially Suitable?

3. Employment requirements of functionally suitable related occupations:

Related Occupation (NOC Unit Code and Title)	Current labour market qualifiers met? If no, requirements needed to fulfill same.	Current Earnings Associated with the NOC Code	Comparable Earnings? (Yes/No)

4. Is further analysis required?

**ADDITIONAL ANALYSIS OF TRANSFERABLE SKILLS (TSA)**

1. Further analysis was completed on alternate occupations identified from the worker's transferable skills, results of psychometrics, interest inventories and/or work samples:

<b>NOC Unit Code, Title, and Profile Summary</b>	
<b>Examples of Job Titles</b>	
<b>Required Duties as per NOC</b>	

<b>NOC Unit Code, Title, and Profile Summary</b>	
<b>Examples of Job Titles</b>	
<b>Required Duties as per NOC</b>	

2. Functional requirements of alternate occupations and physical suitability of additional skills:

<b>Pre-injury Job Title (NOC 2016 Code and Title)</b>	<b>Required Functional Tolerance Level (as per NOC 2016 - Career Handbook)</b>	<b>Functionally Suitable? (Client has a _____ tolerance level.)</b>

3. Current employment and skills requirements of physically suitable occupations.

<b>NOC 2016 Unit Code and Title</b>	<b>Current valid skills/labour market qualifiers met? If no, requirements needed to fulfill same.</b>	<b>Current Earnings Associated with the NOC Code</b>
	<p>NOC Employment Requirements –</p> <p>List worker's relevant education, work experience, demonstrated abilities, aptitudes and strengths –</p> <p>Provide a Rationale as to why this is a suitable option noting if additional skills would be -</p>	

**SCHEDULE "D"**  
**LMR ASSESSMENT REVIEW CHECKLIST FOR PLANNERS**

Claim Name and No.	Yes	No	N/A	If no, provide explanation.
Has the reporting template been followed?				
Have all direct entry options been exhausted?				
Have all sub-unit codes been referenced?				
If less than 3 options have been identified, have you reported the reasons why you were limited in identifying a minimum of 3 options?				
Factors other than cost were considered in identifying options?				
If options put forth by the worker have not been considered suitable (not in the SEE grid) has a rationale been provided in the summary section?				
Where options put forth by the worker were not considered suitable, did you provide a thorough explanation to the worker why it was not included?				
Have you fully explained the outcome of each stage of the LMR assessment to the worker?				
If you are including a retraining program is there evidence to support that the worker has the potential to be successful?				
If you are including a highly technical training program, are you confident that the worker has the skills and abilities to meet the requirements for this program?				
Have all methods been identified for the proposed training program(s)?				
Was a cost benefit analysis completed to support the options identified?				
Is the worker satisfied that enough time has been provided to conduct their research?				
Has the worker been given every opportunity to be involved in the process?				
Did you provide direction to the worker as to where and how they could conduct their research? Please explain.				
Where training programs were considered, did you advise the worker to personally visit the schools and meet with the academic advisors as part of their research?				
Did you educate the worker on the benefits of Employment Readiness Services?				
Was the worker informed about the Skills Enhancement Program if appropriate given the options identified in the assessment?				
Did you provide a copy of a draft report for the worker and the case manager during the exit interview?				
Did you fully explain the steps and outcome of the LMR assessment to the worker and the case manager during the exit interview?				
Have you fully completed the LMR Summary Form and attached it to the LMR report?				
If there have been delays to complete the assessment, have you listed the reasons on the summary form?				

SIGNED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## 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.