

THIS AGREEMENT MADE in duplicate as of the 1st day of April 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN, as represented by the
Saskatchewan Public Service Commission
(the "PSC")

- and -

Office of the Saskatchewan Information and Privacy Commissioner
(the "Client")

The purpose of this agreement is to create a written understanding of the arrangement between the Client and the PSC regarding the scope, level, quality, and cost of employee and family assistance support and service provided by the PSC to the Client.

Whereas the Client has requested the PSC to perform the services hereinafter set out, and the PSC has agreed to perform such services, subject to the terms and conditions hereinafter contained.

Therefore, the parties hereto agree as follows:

1.0 DEFINITIONS

In this Agreement:

- 1.1 **"Agreement"** means this Agreement, including all Schedules attached hereto.
- 1.2 **"Schedule"** refers to a schedule attached to and forming part of this Agreement.
- 1.3 **"Services"** means the services to be provided by the PSC pursuant to this Agreement with respect to eligible employees as described in attached Schedule A.
- 1.4 **"Client Data"** means all information including personal information and personal health information of the Client and other information, data or material provided by the Client in relation to the services described in Schedule A of this Agreement.

2.0 SERVICES

- 2.1 Subject to the terms and conditions set forth in this Agreement, the PSC agrees to provide to the Client the services described in attached Schedule A.

- 2.2 The Director of the Integrated Health and Wellness Branch, PSC, is responsible for the management of this Agreement.

3.0 TERM OF AGREEMENT

- 3.1 This agreement shall be effective from the 1st day of April 2016, unless terminated pursuant to Section 8.

4.0 CHANGES TO THE AGREEMENT

- 4.1 At any time during the term of this Agreement, the Client or the PSC may, by written notice to the other party, request changes to the services to be provided pursuant to this Agreement.
- 4.2 Changes requested pursuant to 4.1 shall be set out in a document, which shall then be executed by the Client and the Authorized Representative and attached as an additional Schedule to this Agreement, and this Agreement shall be deemed to be amended to incorporate such changes and conditions.
- 4.3 The Authorized Representative shall be the Director of the Integrated Health and Wellness Branch.

5.0 PAYMENT

- 5.1 The PSC will receive invoices from fee-charging practitioners and/or agencies for employees of the Client or employee's eligible family members, and validate goods and services received. The invoice will then be forwarded to the Client for payment directly to the vendor of those goods and services, as per Government of Saskatchewan financial administration practices. Invoices will contain a referral identification number to protect employee confidentially.
- 5.2 The Client agrees to pay for all actual costs submitted by fee-charging practitioners and/or agencies, validated by the PSC on the Client's behalf, within 30 days.
- 5.3 Payment by the Client under or pursuant to this Agreement is subject to an appropriation being made available by the Legislature of the Province of Saskatchewan for the services to be provided under this Agreement in the fiscal year of the Client in which the liability to pay arises per Section 33(2) of *The Financial Administration Act, 1993* of the Province of Saskatchewan.

6.0 CONFIDENTIALITY

- 6.1 The PSC shall keep confidential and secure all Client Data including documents, data, information and other material that is provided to, or obtained or accessed in the performance of its obligations under this Agreement, unless required by law.

- 6.2 The PSC shall not use, except as necessary for the performance of its obligations under this Agreement, or disclose or make available or accessible to anyone, any confidential documents, data, information or material, unless required by law.
- 6.3 The Client acknowledges that the PSC is a government institution within the meaning of *The Freedom of Information and Protection of Privacy Act* and a trustee within the meaning of *The Health Information Protection Act* (HIPA) that the terms of this Agreement are subject to the access provisions of both Acts.
- 6.4 This section shall survive the termination of this Agreement.

7.0 INDEMNIFICATION

- 7.1 The Client shall indemnify and hold harmless the PSC, its employees, servants, and/or agents in connection with the services of this agreement from all claims, demands, losses, costs, damages, actions, or suits arising from the negligence of the fee-charging private practitioners and/or agencies.
- 7.2 This section shall survive the termination of this Agreement.

8.0 TERMINATION

- 8.1 This Agreement may be terminated:
 - (a) at any time by the mutual agreement between the parties hereto;
 - (b) at any time by either party hereto, upon 30 days' notice given to the other party; or,
 - (c) in accordance with 8.2, in the event of a substantial or fundamental breach of this Agreement by a party.
- 8.2 If either party to this Agreement shall at any time neglect, fail or refuse to perform any of its obligations under this Agreement (the "defaulting party"), the other party may serve on the defaulting party notice of intention to terminate this Agreement specifying the defaults and requiring the defaulting party to remedy all defaults within 15 days after the date of serving such notice. If the defaulting party has not remedied all the defaults specified in the notice within such 15 days, the other party may, at its option, terminate this Agreement by giving written notice of termination to the defaulting party.
- 8.3 In the event that either party exercises its termination rights, the PSC shall transition services to another service provider in a fashion that minimizes risks to the Client, the PSC, and the employee/eligible family member.
- 8.4 Should this Agreement be terminated, the Client agrees to pay all outstanding invoices associated with referrals submitted up to the termination date, as well as for any counselling or other services arranged by the PSC, but not completed or invoiced by a supplier prior to the termination date.

9.0 THIS AGREEMENT REPRESENTS THE TOTAL AGREEMENT

- 9.1 This Agreement, including Schedules, constitutes the entire and exclusive agreement between the parties and supersedes all prior agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives related to PSC EFAP Services.

10.0 GENERAL

- 10.1 This Agreement, including Schedules, may be amended at any time by mutual written consent of both parties. All agreed upon changes will be signed by both parties and appended to this Agreement.

- 10.2 Any notice pursuant to this Agreement concerning PSC shall be delivered to:

Integrated Health and Wellness Branch
Public Service Commission
1-2350 Albert Street
REGINA SK S4P 4A6
Or efap@gov.sk.ca
Attention: Director, Integrated Health and Wellness

- 10.3 Any notice pursuant to this Agreement concerning the Client shall be delivered to:

Pam Scott
Office of the Saskatchewan Information and Privacy Commissioner
503 – 1801 Hamilton Street
REGINA SK S4P 4B4
Or pscott@oipc.sk.ca

- 10.4 If any portion of this Agreement is to any extent held or rendered invalid, unenforceable or illegal, that portion shall be deemed to be severed from this Agreement, and the remainder of the Agreement shall, in every other respect, continue in full force and effect.
- 10.5 The failure by the PSC or the Client to require strict performance of any provision of this Agreement shall in no way affect the party's subsequent right to enforce such provision. The waiver of any breach, of any covenant, condition or provision of this Agreement shall be in writing and shall not be taken or held to be a waiver of any other breach by the party of the same covenant, condition, or provision.
- 10.6 This Agreement shall be governed by the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

In witness whereof this Agreement is signed.

Executed on behalf of the Client:

Executed on behalf of the PSC:

Name: Ronald Krutzeniski, O.C.
Commissioner

Name: Karen Aulie, Chair

Sign:

Sign:

Date:

20 March 2017

Date:

13 MAR. 17

Witness:

Witness:

Schedule A
(Schedule of Services)

1. SERVICES OFFERED TO THE CLIENT BY THE PSC

- 1.1 Pursuant to this agreement, the PSC Employee and Family Assistance Program (EFAP) will receive correspondence by telephone, electronically, in person and/or by mail from the Client's employees and/or eligible family members requesting to access services.
- 1.2 If the Client's employees and/or eligible family member meet program eligibility criteria, the PSC EFAP, where appropriate, will conduct an assessment and make arrangement for the appropriate referral.
- 1.3 Referrals, when appropriate, may be made by the PSC EFAP for Client employees and/or eligible family members to fee-charging private practitioners and/or agencies across the province. These practitioners and agencies are screened by the PSC EFAP and are subject to qualifying criteria established by the PSC.
- 1.4 The Client must provide or make available to the PSC EFAP, a written list of active employees, via Schedule B. The Client must provide or make available to the PSC EFAP on the first of each month, a written list of active employees and the start date, and a list of any employees that left the organization with their termination date. If no updated list is provided, the previous list will remain valid. If the Client's employees are accessible through MIDAS, no lists are required.
- 1.5 An individual is deemed to be eligible for EFAP services if they meet the criteria approved by the PSC. This criteria may be subject to change and is available upon request.
- 1.6 The Client will receive services currently offered to Executive Government clients. More information about the EFAP policy, definitions, eligibility details and the governance statements to the program is located at <http://www.employeeservices.gov.sk.ca/efap> or via your website search engine using key words "Government of Saskatchewan EFAP".
- 1.7 Services provided by the PSC EFAP will be subject to policy, definitions, practices, procedures, and/or decisions established by the Government of Saskatchewan, the PSC, and/or the PSC EFAP. This may include, but is not limited to:
 - (a) Professional, confidential, and voluntary assessment, counseling and referral services, for a broad range of employee personal problems affecting, or with the potential to affect, on-the-job performance, including concerns relating, but not limited to:
 - Marital and family relationships
 - Psychological/emotional problems
 - Substance-related disorders including alcohol abuse, problem gambling and misuse of the Internet
 - Grief/bereavement
 - Managing work stress/job change
 - Interpersonal conflict at the workplace
 - Traumatic/critical incidents or events

- (b) Access to learning events to encourage teambuilding, reduce conflict, improve work life balance, and to promote employee engagement and work performance.
- (c) Access to critical incident stress management support.
- (d) Consultation support to managers and human resource service teams if the Client also holds a current service agreement with the Government of Saskatchewan for human resource services.

2. INVOICING PROCEDURES

2.1 Services conducted by the PSC EFAP for the Client may incur a fee from approved fee-charging practitioners and/or agencies. Fees incurred will be invoiced directly to the PSC EFAP for pre-screening, to ensure invoices are valid and meet program referral and privacy/confidentiality standards.

2.2 Following PSC EFAP pre-screening, the invoice(s) will be forwarded for payment to:

Pam Scott
Office of the Saskatchewan Information and Privacy Commissioner
503 – 1801 Hamilton Street
REGINA SK S4P 4B4
Or pscott@oipc.sk.ca

The Client will process invoices as per Government of Saskatchewan financial administration practices.

2.3 Fees for Critical Incident debriefings or other non-counselling services arranged by the PSC EFAP at the request of the Client will be directly billed to the Client.

2.4 The Client will pay invoices subject to Section 5 and 8.4 of this Agreement.

2.5 Invoice procedures are subject to change. Written notification will be provided by the PSC to the Client, of any changes to invoicing procedures which may affect this Agreement pursuant to Section 4.

Schedule B
(Client Employees)

1. EMPLOYEES WHO ARE COVERED UNDER THE CLIENT'S BENEFIT PLAN AND SUBJECT TO THIS AGREEMENT:

- (a)** All Office of the Saskatchewan Information and Privacy Commissioner employees accessible through MIDAS.