

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT BETWEEN

Office of the Saskatchewan Information and Privacy Commissioner
Ron Kruzeniski
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4
HEREINAFTER referred to as the "OIPC"

- and -

A. L. Jacobson
Regina, Saskatchewan
HEREINAFTER referred to as the "Consultant"

1.0 SERVICE

- 1.1. The OIPC engages the Consultant, subject to the terms and conditions of this Agreement, to conduct a review of the OIPC's existing organizational structure and make a recommendation regarding potential changes.
- 1.2. The work to be undertaken will include the following activities: pre-meetings to discuss approach, confirm expectations and deliverables and finalize contract; review of OIPC provided documentation (job descriptions, classification ratings, legislation, mandate and annual reports); one-on-one meetings with all staff; analysis and evaluation of existing structure and submission of a report with recommendations for any change.
- 1.3. The Consultant is an independent consultant and not an employee of the OIPC.

2.0 TERM AND TERMINATION

- 2.1 This Agreement shall be effective and in force commencing on October 30, 2019 and shall conclude on November 30, 2019 unless there is an agreement to terminate this agreement beforehand as per the following provisions.

2.2 This Agreement may be terminated by either party for convenience upon five (5) days prior written notice to the other party. In the event of such termination, the Consultant shall retain and be entitled to all payments, received or scheduled to be received, under this Agreement up to and including the date of termination.

2.3 This Agreement may be terminated by either party for just cause for any reason upon five (5) day prior written notice to the other party. In the event of such termination, the Consultant shall retain and be entitled to all payments received or scheduled to be received under this Agreement up to and including the date of termination.

3.0 ASSIGNMENT AND INDEPENDENT CONSULTANT

3.1 Neither party shall assign or otherwise transfer its rights, duties or obligations under this Agreement, except with the prior written consent of the other party. Any assignment or transfer without such consent shall be void and of no effect.

3.2 The Consultant shall not without the prior written consent of the OIPC, contract out the performance of any part of its obligations under this Agreement, and any such consent shall not relieve the Consultant from any of its obligations under this Agreement or impose on the OIPC any liability to the subcontractor.

4.0 OBLIGATIONS OF THE OIPC

4.1 The OIPC agrees to provide all relevant documentation to the Consultant (job descriptions, classification ratings, organizational chart, legislation, mandate statement, annual reports) and to co-ordinate the logistics for the one-on-one meetings with OIPC employees.

5.0 BENEFITS

5.1 The Consultant shall not be entitled to any of the rights or benefits afforded to employees of the OIPC or the public service of the Province of Saskatchewan.

6.0 PAYMENT

- 6.1 The OIPC will pay the Consultant for services rendered at the rate of \$ [REDACTED] /hour plus incidentals (e.g. parking) based on the actual number of hours worked during the contract. Fees will be payable upon the submission of a detailed invoice. Payment of said invoice shall be paid within 30 days of being approved by the OIPC.
- 6.2 Subject to acceptance, the OIPC will pay to the Consultant the fees and disbursements for the provision of services outlined in the Appendix, provided that the fees payable under this agreement do not exceed \$10,000.

7.0 CONFIDENTIALITY

- 7.1 The Consultant acknowledges that certain written and verbal information disclosed to the Consultant by the OIPC under this Agreement are confidential and agrees to take all reasonable precautions, within the control of the Consultant, to avoid unauthorized collection, use or disclosure of such information. This clause survives the termination of the agreement.

8.0 EXCLUSIVITY AND RIGHTS OF OWNERSHIP

- 8.1 The OIPC shall own:
- (i) all tangible property (including but not restricted to documents) produced; and
 - (ii) the copyrights to all works (including but not restricted to) computer programs amended, created or authored by or for the Consultant to complete this agreement.
- 8.2 The Consultant shall retain ownership of all tangible property and the copyright to all works owned by the Consultant prior to the execution of this agreement.
- 8.3 All reports, documents, studies, materials, and information developed and produced under this Agreement, with the exception of the Consultant's working papers, shall become the exclusive property of the OIPC. Without limiting the generality of the foregoing, any copyright or other intellectual property in such material shall belong to the OIPC and the Consultant waives and assigns in favour of the OIPC any claim to copyright or other intellectual property.

- 8.4 The Consultant shall keep confidential and secure all files, documents, correspondence, materials and information obtained by the Consultant from the OIPC during this Agreement and the Consultant agrees that it shall not, either directly or indirectly, disclose or release any such material or information without obtaining the prior written consent of the OIPC.
- 8.5 The consultant shall not use or allow the use of files, documents, correspondence, materials and information obtained by the Consultant from the OIPC during this Agreement for any purpose except in connection with the provision and performance of the Services under this Agreement.
- 8.6 Upon the expiration of this Agreement, the Consultant agrees to immediately return to the OIPC all files, documents, correspondence and materials provided to the Consultant by the OIPC pursuant to this Agreement.
- 8.7 Clauses 8.1 to 8.5 shall survive any expiration or termination of this Agreement.

9.0 CONFLICT OF INTEREST

- 9.1 Should any potential conflict of interest come to its attention, the Consultant will advise the OIPC promptly and endeavour to resolve such potential conflict to the satisfaction of the OIPC.

10.0 LIMITATION OF LIABILITY

- 10.1 The Consultant's total liability under this Agreement shall be limited to the total amount actually paid to the Consultant by the OIPC during the term of this Agreement and under no circumstances shall the Consultant be deemed liable for indirect or consequential damages.
- 10.2 The Consultant shall indemnify and save harmless the OIPC from any and against all costs, losses, damages, judgements, claims, demands, suits, action or other proceedings arising from anything done or omitted to be done by the Consultant, its contractors, officers, employees or agents in connection with the Services of this Agreement.

11.0 GENERAL

11.1 This Agreement embodies the entire Agreement between the parties and there are no further or other understandings or agreements, written or verbal, in effect between the two parties, relating to the subject matter hereof.

12.0 NOTICES

12.1 Any notice to be given under this Agreement shall be delivered in person, be signed for and shall be deemed to have been given on the date so delivered.

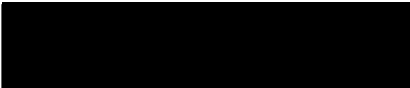
12.2 Any notice, report or communication required or permitted to be sent or delivered by the Consultant to the OIPC under this Agreement shall be delivered to:

Ms. Pam Scott
Director of Operations
Office of the Information and Privacy Commissioner
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4

or such person and /or address as the OIPC may notify the Consultant in writing.

12.3 Any notice, report or communication required or permitted to be sent or delivered by the OIPC to the Consultant under this Agreement shall be delivered to:

A. L. Jacobson



or such other person and/or address as the Consultant may notify the OIPC in writing.

13 AMENDMENT

13.1 This Agreement constitutes the entire Agreement between the Consultant and the OIPC and may be amended in writing upon agreement by both parties.

SIGNED, SEALED AND DELIVERED in the presence of:

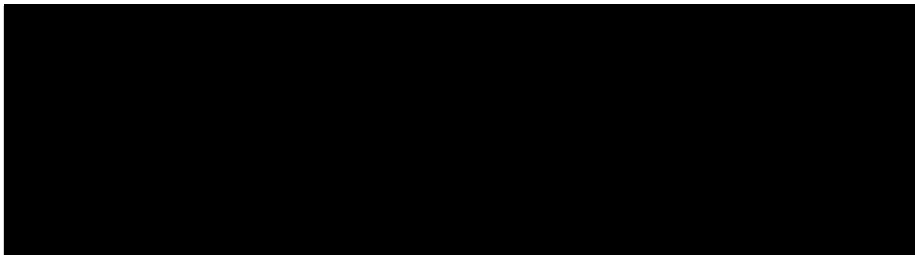


Witness

Ron Kruzeniski, Saskatchewan
Information and Privacy
Commissioner

Oct 30/2019

Date



Oct 31/19.

Date

APPENDIX
OFFICE OF THE INFORMATION AND PRIVACY COMMISSIONER (OIPC)

Scope of Work:

To conduct a review of the OIPC's existing organizational structure and make a recommendation regarding any suggested changes.

This review to include the following elements:

1. Meeting with the Management team to discuss approach, confirm expectations and deliverables and to finalize timeline. Ron Kruzeniski, Pam Scott and Diane Aldridge.
2. Draft communication messaging for the Commissioner to use when meeting with all the staff to introduce the review and consultant.
3. Review organizational structure, job descriptions, classification ratings, legislation and mandate.
4. Prepare for and conduct one-on-one meetings with Management Team.

Ron Kruzeniski	1 – 2 hour (initially, may require a second meeting)
Pam Scott	1 hour
Diane Aldridge	1 hour
Kim Mignon-Stark	30 mins

Ideally these meetings would be scheduled for the morning of Day 1 so that additional interviews could be conducted with team members in the afternoon.

5. Prepare for and conduct one-on-one meetings with all team members. Interviews would be of 30 minutes duration. Would suggest the following schedule:

Day 1 afternoon - Kara Phillip, Tristan Hungle, and Deepa Pawar

Day 2 morning – Melanie Coyle, Sharon Young, Alyx Larocque, Danielle Malach

Day 2 afternoon – Sherri Fowler, Richard Yachiw, Raianne Engel. I believe one position is currently vacant as I took these names of the government directory.
6. Evaluation and analysis and any subsequent required meetings for clarification.
7. Report preparation and submission.

Documents and Information to be reviewed:

OIPC Legislation and Mandate

OIPC Organizational Chart

Existing Job Descriptions and Classification Ratings

Key Contacts:

Ron Kruzeniski, OIPC Commissioner – for deliverables and reporting back

Pam Scott, Director, Operations – for contract finalization

Kim Mignon-Stark, Executive Assistant – for scheduling meetings and any logistical requirements

Deliverable:

A report detailing findings and any recommendations for organizational structure change.

Time Line:

Review to be completed between November 1 – 18, 2019. Ideally meeting with Management team to finalize details and contract by Nov 1st. One-on-one meetings with team members ideally the week of Nov 4 – 8th, 2019.

Estimate of Hours:

Consultant to be paid on the basis of hours worked plus incidentals (ex. parking). A preliminary project total based on the above scope is 30 – 40 hours of work at a rate of \$ [REDACTED]/hour. The maximum for the contract is \$10,000.

Scott, Pam OIPC

From: [REDACTED]
Sent: Wednesday, October 30, 2019 10:32 AM
To: Scott, Pam OIPC
Subject: Re: Schedule of Meetings for OIPC

Hi Pam,

The meeting schedule looks terrific. Thanks for setting this up for me - much appreciated.

Lynn

Sent from my iPhone

On Oct 30, 2019, at 10:14 AM, Scott, Pam OIPC <pscott@oipc.sk.ca> wrote:

Hi Lynn,

I set up half hour meetings for you to meet with staff with 15 minutes in between. I thought that way staff won't think they need to meet with you 45 minutes but if it goes later it's fine?? Or do you want me to set up the meetings for 45 minutes each?? Also, can you confirm the dates of the meetings for me before I schedule these in.

October 31

11:00 a.m. – Ron, Diane and Pam

November 4

1:30 – 2:30 Ron

2:30 – 3:30 Diane

3:30 – 4:30 Pam

November 5

1:00 – 1:30 p.m. – Kim

1:30 – 2:00 p.m. – Kara

2:15 – 2:45 p.m. – Tristan

3:00 – 3:30 p.m.- Deepa

November 6

8:30 – 9:00 a.m. – Melanie

9:15 – 9:45 a.m. – Sherri

10:00 – 10:30 a.m. – Sharon

10:45 – 11:15 a.m. – Danielle

1:00 – 1:30 p.m. – Alyx

1:45 – 2:15 – Richard

2:30 – 3:00 - Raianne

Pam Scott

Director of Operations

email: pscott@oipc.sk.ca

website: www.oipc.sk.ca

twitter: [@SaskIPC](https://twitter.com/SaskIPC)

bus: 306-798-2261

503 – 1801 Hamilton Street

Regina SK S4P 4B4

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