

SERVICE AGREEMENT

July 10, 2019

Between:

BRIDGES HEALTH SERVICES INC. ("Bridges Health")

- and -

Office of the Saskatchewan Information & Privacy Commissioner (IPC) (the "Client")

Scope:

Bridges Health will provide the services outlined in Schedule "A", attached (the "Services").

Term:

The term of this agreement will commence on July 10, 2019.

Independent Contractor:

It is agreed that Bridges Health is an independent contractor and nothing in this Agreement shall be construed to make the parties partners, joint ventures, agents or render either of them liable for the debts or obligations of the other. The parties shall maintain complete control over and shall remain responsible for their own employees, agents and subcontractors, if any.

Payment Terms and Conditions:

The Client agrees to pay Bridges Health for the services outlined as follows:

Occupational Therapy Fees - Each Workstation

One (1) Ergonomic assessment, report with recommendations and travel

Cost (including travel within 25km of Regina, SK):———\$220.00**

(Optional) Additional Service Fees

| Follow-up Individual Ergonomic Assessment—— | \$110.00 | per hour** |
|--|----------|------------|
| Consultation———————————————————————————————————— | \$110.00 | • |

GST exemption number: 10子 964 358

^{**}Applicable taxes are not included in the listed prices. Any additional travel days needed will be discussed. The quoted fees assume completion of services. An invoice will be issued upon completion of services. If you are exempt from GST, please provide your exemption number below:



Bridges Health and IPC Limited Service Agreement

Invoicing

- Invoices are payable within 30 days upon receiving receipt.
- > Invoices are payable via cheque or electronic funds transfer (EFT).

Non-Payment

- ➤ If payment is not made on an invoice within 30 days of issuance Bridges Health may, in its sole discretion, discontinue all services.
- Invoices not paid in full within 30 days of issuance will be subject to interest at the rate of 1.5% per month (18% A.P.R.).

Intellectual Property:

Bridges Health retains all right, title and ownership to intellectual property created or used in conjunction with the services provided under this Agreement including, but not limited to, copyright materials, trademarks, trade secrets and patentable designs.

Indemnity

The Client hereby indemnifies and shall defend and hold harmless Bridges Health and all of its employees and authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the services provided hereunder in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault whether active or passive of Bridges Health, or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. Such indemnity will not be applicable to any liability caused by the fault, negligence, or wilful misconduct of Bridges Health or its representatives.

Solicitation of Employees

The Client will not solicit or induce or attempt to induce Bridges Health Staff in any way and will not interfere with the existing employment relationships in any way.

Termination of Contract:

This Agreement may be terminated by either party upon providing 30 days written notice to the opposite party.

Jurisdiction:

This Agreement shall be interpreted and construed in accordance with the laws in force in the Province of Saskatchewan. The Parties agree to submit to the exclusive jurisdiction of the courts of the Province of Saskatchewan in any actions related to this Agreement.



Bridges Health and IPC Limited Service Agreement

AS AN AUTHORIZED REPRESENTATIVE OF THE OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER, THE UNDERSIGNED HEREBY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT

Signature

Name (print)

AS AN AUTHORIZED REPRESENTATIVE OF BRIDGES HEALTH, THE UNDERSIGNED HEREBY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT

Signature

Name (print)

Name (print)



Bridges Health and IPC Limited Service Agreement

SCHEDULE "A"

Service to be provided:

| One (1) Individual Ergonomic Assessments | | |
|--|---|--|
| Assessment Overview | 1 on 1 with the employee and Occupational Therapist Ergonomic workstation review Immediate modifications with any equipment available in-house Postural education Positional stretches and task rotation education Pricing quotes on recommended equipment Documentation (detailed summary) | |

Additional service offerings:

| Follow-u | p Individual Ergonomic Assessment |
|---------------------|--|
| Assessment Overview | Follow up assessments can be provided as needed following the receipt of recommended equipment to ensure the correct set up and installation of equipment. |