



## **MEMORANDUM OF AGREEMENT**

Between

The Office of the Saskatchewan Information and Privacy  
Commissioner (herein referred to as "OIPC")

and

The Legislative Assembly  
Service (herein referred to as  
"LAS")

### **1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to create a written understanding of the arrangement between the Legislative Assembly Service (LAS) and the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) regarding the scope, level and quality of services and support for financial, payroll, human resource, information technology and legal services to be provided by the LAS to the Office of the Saskatchewan Information and Privacy Commissioner.

"OIPC information" means all manner of information that comes to the knowledge of the Commissioner in the exercise of the powers, performance of the duties or carrying out of the functions of the Commissioner pursuant to *The Freedom of Information and Protection of Privacy Act* (FOIP), *The Local Authority Freedom of Information and Protection of Privacy Act* (LA FOIP) and *The Health Information Protection Act* (HIPA). This captures all information collected, used or disclosed by the OIPC in the course of its statutorily mandated work, whether this information is recorded or not. This includes records such as memoranda, correspondence, reports, messages, documents, voice mail, and emails whether in hard copy or electronic form. This also includes non-recorded information that relates to their statutorily mandated work.

### **2. Period of Agreement**

The MOA will be in effect from the date of signing and will apply until terminated pursuant to Clause 6 of this agreement.

### 3. Guiding Principles

The following guiding principles will guide how the LAS and the OIPC will work together and how issues that arise will be resolved during the term of this agreement.

The OIPC and the LAS will:

- Act in good faith with each other
- Maintain a high level of collaborative planning and communication
- Faithfully, thoroughly and reliably carry out their respective responsibilities
- Resolve conflicts quickly, honestly and respectfully
- Regularly and frankly identify impediments to service

Adhere to and comply with all applicable provincial and federal legislation including *The Freedom of Information and Protection of Privacy Act* (FOIP), *The Local Authority Freedom of Information and Protection of Privacy Act* (LA FOIP) and *The Health Information Protection Act* (HIPA); all applicable OIPC, LAS and/or Public Service Commission policies, systems and procedures.

### 4. Roles and Responsibilities

The Saskatchewan Information and Privacy Commissioner is the final decision-making authority for decisions impacting the OIPC and for any costs incurred as a result of these decisions.

The LAS will operate as an agent of service, not as an agent of control. The services outlined in the Appendices will be provided without cost to the OIPC. However, requests for new or additional services beyond those identified in this agreement may be subject to charge back if the LAS incurs any direct costs as a result of that undertaking. Before any new services or services for which costs will be charged are committed to, the parties will discuss and agree to such arrangements.

The LAS is committed to the delivery of high quality, reliable services which are described in the following appendices:

- |                                       |            |
|---------------------------------------|------------|
| • Information and Technology Services | Appendix A |
| • Financial                           | Appendix B |
| • Human Resources                     | Appendix C |
| • Payroll and Benefits                | Appendix D |
| • Law Clerk and Parliamentary Counsel | Appendix E |

Legislative Library services are available to Offices of the Independent Officers under the parameters of the Legislative Library Service Policy and are not included under this Memorandum of Agreement.

## **5. Confidentiality and Internal Controls**

The LAS shall keep confidential all documents, data, information, or materials, whether provided by the OIPC to the LAS, or resulting from or obtained directly or indirectly as a result of the LAS's obligations under this MOA. The LAS shall take all reasonable measures to safeguard all OIPC information including physical, technical and administrative safeguards.

To meet the reasonableness standard for security arrangements, the OIPC must ensure that its information service provider, the LAS, has reasonable administrative, physical and technical safeguards in place to sufficiently protect its information. In order to assess this on an ongoing basis, the OIPC and LAS agree to jointly conduct periodic reviews to ensure that LAS's security arrangements in place reflect best efforts and our existing circumstances to comply with the requirements of FOIP, LA FOIP and HIPA and privacy best practices.

The LAS shall not use, disclose or make accessible to anyone any confidential information except as necessary for the performance of its obligations as service provider or paymaster under this MOA.

All of the OIPC data remains the property of the OIPC even while in the custody of the LAS for purposes of this MOA. In the event this agreement is terminated, the LAS will return to the OIPC all of the OIPC information except for that information required by law.

## **6. Termination**

The LAS and OIPC each has the right to terminate this MOA. If a party exercises its termination rights, it must give reasonable notice that allows for an orderly, reasonable transition of services to another service provider in a manner that minimizes economic, operational and reputational risks to the parties and the Government of Saskatchewan.

## **7. Problem Resolution**

All problems related to the delivery of services covered by this memorandum will be jointly resolved by the persons named as contacts in this memorandum, or their designates. In the event a disagreement cannot be resolved by the persons named as contacts, the issue will be resolved by the Clerk of the LAS in conjunction with the Information and Privacy Commissioner.

## **8. Changes to the Agreement**

Either party to this memorandum may request a review, change and/or renegotiation of this memorandum. Changes may be made by those named as contacts in the memorandum.

Changes to services described in any of the Appendices must be agreed to, in writing, by both parties and will form part of this memorandum.



## 9. Contacts

The contacts for this memorandum shall be:

Chief Executive  
Member and Corporate Services  
Legislative Assembly Service  
Room 123, Legislative Building  
Regina, SK S4S 0B3

Director of Corporate Services  
Office of the Information and Privacy  
Commissioner  
503 - 1801 Hamilton Street  
Regina, SK S4P 4B4

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

For: The Office of the Information and Privacy Commissioner

Signature: \_\_\_\_\_

Name:

Ronald J. Kruzeniski, Q.C.

Title:

Information and Privacy Commissioner

Date:

April 14, 2022

For: The Legislative Assembly Service

Signature: \_\_\_\_\_

Name:

Gregory A. Putz

Title:

Clerk of the Legislative Assembly of Saskatchewan

Date:

APR 18 2022

## Appendix 'A'

### **INFORMATION AND TECHNOLOGY SERVICES (ITS)**

The Office of the Saskatchewan Information and Privacy Commissioner (OIPC) is an independent office and as such, the LAS Information and Technology Services (ITS) Branch has no legislated authority to direct an Independent Office or to have oversight of the delivery of Information Technology (IT) infrastructure management; IT service desk support; networks and servers; printer management or software development.

The OIPC will purchase desktop and printer hardware, desktop software and related items in consultation with ITS, and maintain its own inventory. For IT hardware and servers maintained by the LAS, the OIPC agrees to maintain the common office hardware, software platform and replacement cycle used by the LAS. The OIPC will be responsible for all costs associated with any connectivity requirements to the LAS. As such, the role of the LAS is limited to OIPC information management service provider. All data that may be obtained directly or indirectly by the LAS as a result of the performance of its obligations under this agreement, is subject to all provincial and federal legislation including: *The Freedom of Information and Protection of Privacy Act (FOIP)*, *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)* and *the Health Information Protection Act (Hf PA)*.

The LAS shall not use or disclose the OIPC information for any purpose other than the provision of the services contemplated by this agreement during the term of this agreement and subject to termination of the agreement. In the event that the agreement should be terminated, the LAS will forthwith return to the OIPC all of the OIPC information and shall not retain copies without the written authorization of the Commissioner. The Commissioner may permit the LAS to completely destroy certain OIPC information in a manner approved by the OIPC.

## **Service Agreement**

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### **Appendix 'A'**

#### **INFORMATION AND TECHNOLOGY SERVICES CATALOGUE** **FOR THE OFFICE OF THE INFORMATION AND PRIVACY COMMISSIONER**

The Legislative Assembly of Saskatchewan's Information and Technology Services (ITS) is pleased to offer a variety of different Information Technology services to the OIPC. Detailed information on each of these services is outlined below.

##### **Information and Technology Service - IT Services**

- A. IT Service Desk
- B. Microsoft Cloud Solution Provider Management
- C. OIPC Infrastructure Management
  - a. Desktop Computers
  - b. Firewall and Internet
  - c. Printers/ Multi Function Devices
- D. Professional IT Services

#### **Contact information**

When assistance is required with a computer related issue, please follow these steps:

1. **EMAIL** our Helpdesk at any time of day ([helpdesk@legassembly.sk.ca](mailto:helpdesk@legassembly.sk.ca)) - This will be distributed to Information and Technology Services staff so that the first available person will be able to address the issue.
2. If the matter is urgent, please **CALL** our Helpdesk at 306-787-7722. This phone and voice mailbox is monitored by ITS staff 8AM to 5PM. Voice messages will automatically send an email to the Helpdesk.
3. In an after hours emergency, please **CALL** the following numbers in the order provided: Holly Schafer at 306-520-2125, Randy Pidhorodetsky at 306-510-5801, Andrew McCallum at 306-529-9015 or Darcy Hislop at 306-501-1631.

## Hours of Operation

8:00AM to 5:00PM Monday to Friday

### A. IT Service Desk

- A single phone number for clients;
- Phone support;
- On-Site support;

The IT Service Desk is the central point of contact for all IT Services and requests.

The IT Service Desk will provide immediate resolution of problems during the initial call (1<sup>st</sup> Level Support) whenever possible.

Requests that cannot be resolved during the initial call will be escalated (2<sup>nd</sup> Level Support).

The IT Service Desk strives to deliver the highest quality of service and support, enabling clients to achieve their business goals.

### B. Microsoft Cloud Solution Provider Management

OIPC utilizes Microsoft Cloud Solution services through Powerland's Microsoft Cloud Solution Provider (CSP) program. These services are provided through Powerland's Lite Services Agreement for OIPC. OIPC is responsible for all subscription costs related to the Lite Services Agreement.

The Microsoft Cloud Services include, but are not limited to, Microsoft 365 subscriptions, Windows 365 subscriptions, Dynamics 365 Subscriptions, Azure Subscription, Microsoft Perpetual licenses, and Software Subscription. Powerland is solely providing a subscription on a monthly payment cycle, with license management and support ticket creation with Microsoft through the Microsoft CSP program. This does not include any support on the client side or with the vendor.

Also included in the Lite Services Agreement are Backupify/Datto SaaS Protection for backup of OIPC's Microsoft 365 accounts.

OIPC is utilizing Microsoft Azure services for their Data by Design Case Management system. All support and maintenance services for these Azure services are the responsibility of OIPC and/or Anet Consulting .

ITS will provide IT administration and support for OIPC's Microsoft 365, Azure AD and Backupify backup services. Typical IT administration includes: Account creation and management, License allocation and other common admin tasks as detailed in reference documentation provide by Powerland.



ITS may, at its discretion, escalate Helpdesk requests to Powerland for their assistance in resolving issues. These costs will be covered by LAS funding approved for this purpose.

### **C. OIPC Infrastructure Management**

Information and Technology Services will provide support and management of client IT infrastructure, including desktop computers, OIPC Firewalls and Internet circuit.

#### **Desktop Computer Support**

This service provides Desktop computer support and includes configuration, installation, maintenance and support for the following items:

- HP Desktop & Laptop computers;
- Peripherals (printers, scanners, etc);
- Mobile computing devices, such as tablets and cell phones;
- Consulting services for standard hardware and software.

Desktop and Laptop configuration process have changed with the Microsoft M365 migration. OIPC is utilizing Microsoft's AutoPilot Enrollment. ITS may, at its discretion, escalate new installation requests to Powerland for their assistance in resolving issues. These costs will be covered by LAS funding approved for this purpose.

#### **Firewalls, Network Switches and Internet Circuits**

OIPC has deployed two Fortinet firewalls in a failover configuration through a network switch configured with separate VLANs. ITS may, at its discretion, escalate configuration or troubleshooting requests to Powerland, as they configured these services. These costs will be covered by LAS funding approved for this purpose.

OIPC is utilizing Internet Services from SaskTel. ITS will provide troubleshooting of Internet circuit issues but OIPC will be responsible to contact SaskTel if the issue requires SaskTel's services to resolve.

#### **Printer Management**

ITS will provide the following services for printers:

- Installation and configuration;
- Maintenance and Repair – vendor support
- Troubleshooting.



## **D. Professional IT Services**

If OIPC requires assistance in the selection of new hardware, software or IT services, ITS can provide consultation support.

IT Professional services offered:

- ▶ Hardware selection;
- ▶ Software selection;
- ▶ Connectivity issues;
- ▶ Telecommunications Consulting;
- ▶ Desktop Consulting;
- ▶ Security;
- ▶ IT Management Consulting.

### Appendix 'B'

#### **FINANCIAL SERVICES**

##### **1. Accounts Payable**

- Processing of payment invoices.

##### **Data entry and advisory role**

- In addition to data entry, Financial Services will also serve in an advisory role. The advice would be ensuring that all of the proper payment procedures have been followed, to advising if a payment requires additional signing authority, advising if the payments do not have legislative authority, etc. Requests for payment that do not meet accounting policies and procedures will be returned.
- The Office of the Saskatchewan Information and Privacy Commissioner has final signing authority, authorizing payment to be made and the appropriation to be charged to the OIPC.
- The LAS will maintain convenience copies of all administrative expenditures and financial transaction records made under OIPC appropriation; however, the Office of the OIPC is responsible for the safeguarding the proper records management and disposal of all records. Any administrative and transaction records in the possession of the LAS will be returned to the OIPC after two years.
- The Officer is responsible for the collection and recovery of any over-expenditures or payments made without proper authorization and to advise the LAS immediately so that proper receivables can be set up.
- Subject to the timelines and processing cut-off deadlines issued by the Ministry of Finance. (Comptroller's Office)

##### **2. Signing Authority**

- The Officer is recognized and treated as the permanent head of the Office for purposes of complying with the requirements of *The Financial Administration Act, 1993*. The Officer may delegate signing authority as they see fit within the Office and advise the LAS in writing of any changes at the beginning of each fiscal year.
- Because the signing authorities under section 30 and section 31 of *The Financial Administration Act, 1993* are responsible for ensuring that certain responsibilities are met before payment may be made, the Officer must ensure that their office staff is aware of these responsibilities before they are assigned any of the signing responsibilities.

### **3. Preparation of the Annual Estimates**

- The Office has its own vote and as such is responsible for the preparation of its annual budget submission and approval of its Annual Estimates.

#### **Advisory and monitoring services**

- Financial Services shall advise the OIPC of all of the relevant deadline dates concerning the preparation of the budget and fiscal forecasting. The OIPC prepares its own budget document for presentation to the Board of Internal Economy. After Board of Internal Economy approval, the OIPC provides the LAS's Director of Financial Services with the approved amounts, so that the numbers can be included in the Estimates for transmittal to the Minister of Finance.

### **4. Appropriation Control**

- The LAS is responsible for ensuring that the OIPC budget is properly entered in the Government of Saskatchewan MIDAS PSB forecasting system. OIPC will be responsible for ensuring that the information required is provided to the Ministry of Finance as per the established timelines. The LAS will submit an electronic forecast on behalf of the Office of the Saskatchewan Information and Privacy Commissioner to the Ministry of Finance.
- In accordance with the Ministry of Finance policy, the forecast information must be approved by the Officer before it is sent to the Ministry of Finance. The Officer is responsible for the maintenance of all documentation (i.e. approved monthly forecasts) for review by staff of the Provincial Auditor's Office during the annual audit.

### **5. Capital Assets**

- The Officer is responsible for maintaining proper capital asset sub-ledgers which includes ensuring that the sub-ledger tracks capital asset acquisitions, disposals and amortization as outlined in the Office of the Saskatchewan Information and Privacy Commissioner's capital asset policy.

### **6. Purchasing Functions**

- The LAS may provide advice regarding purchasing functions if requested.
- The Office of the Saskatchewan Information and Privacy Commissioner participation in the Government of Saskatchewan's purchase card program requires a co-coordinator within the agency to ensure that all of the procedures of the program are being followed. If the OIPC continues to participate in this program, the office must agree to the terms and conditions of the program.
- The Officer is responsible for authorizing all Pcard purchases and monthly statements for purchases made by its employees.



- The Officer is responsible for ensuring that all expenses, purchases, and Bank of Montreal (BMO) purchase card transactions have the proper approval and are processed in accordance with Financial Administrative Manual guidelines. The Officer is responsible for any issues involving BMO purchases and for dealing with BMO or vendor directly for resolution.

## **7. Provincial Auditor Annual Audit**

- Financial Services will be available to respond to questions raised by the Provincial Auditor Office as it relates to the annual audit of accounts payable services provided by the LAS.
- The Office of the Information and Privacy Commissioner is required to have staff from their office to be available to answer any questions (regarding the rationale or authorization of expenses) during the Provincial Auditor's annual year-end audit.
- The LAS will prepare annual year-end financial statements for the OIPC; however, the accountability for the statements rests with the OIPC.

## **8. Administrative Services**

- Administrative Services staff from Financial Services may provide assistance regarding photocopier leasing, as required.

## **9. Single Point of Contact**

- To ensure consistency and that all the required information is available to the Board of Internal Economy, as it relates to financial matters under the Board's authority (i.e. budgetary estimates, special warrant requests, supplementary estimates, quarterly financial reporting), the Board has designated the Legislative Assembly Service, Financial Services staff, to take the lead concerning all budgetary, forecasting/reporting and supplementary requests for Officers of the Legislative Assembly and serve as the single point of contact for any Minister of Finance inquiries.
- In accordance with the above, the following shall outline the process regarding the additional in-year requests for funding by the Officers:

Requests must be made in writing to the Speaker as the Chair of the BOIE. Requests must be signed by the Officer responsible and include the following information:

- The amount of funding to be requested
- Why the additional funding is required
- The specific purpose for the funding (i.e. to cover salary pressures (backfilling of positions due to illness), new or special initiatives
- And/or investigations, increased programming demand requests, unbudgeted renovation/relocation costs, funding to respond to lawsuits
- Reasons why the existing appropriation is insufficient
- What portion of the additional funding can be absorbed internally by deferring or postponing previous budgeted projects
- The date the additional funding is absolutely required by.

#### **10. Employee and Family Assistance Program (EFAP)**

- The LAS will provide administrative oversight of the Morneau Shepell EFAP contract for OIPC. This includes authorizing for payment invoices based on the quarterly headcount provided by OIPC.
- OIPC is responsible to ensure that they provide their quarterly headcount to the LAS, as required in the Terms and Conditions of the Morneau Shepell contract.
- OIPC is also responsible to provide written authorization to the LAS on an annual basis authorizing the LAS to issue payment on their behalf.

#### **11. IT Lite Services Agreement with PowerLand**

- The LAS will provide administrative oversight of the Lite Services Agreement with Powerland on OIPC's behalf. This includes authorizing for payment invoices based on monthly invoicing.
- The LAS will provide to OIPC a copy of the monthly invoice prior to the LAS issuing payment for services.
- OIPC is required to provide timely information to the LAS in the case of a billing dispute and is also required to participate in the dispute resolution with Powerland and the LAS.
- OIPC is responsible to provide written authorization to the LAS on an annual basis authorizing the LAS to issue payment on their behalf.

**Appendix 'C'**

**HUMAN RESOURCES (HR)**

The Saskatchewan Information and Privacy Commissioner (OIPC) Human Resource policies are based on and generally follow the Legislative Assembly Service Human Resource Policies.

Human Resources of the Legislative Assembly Service (LAS) will be available for consultation, as requested, regarding OIPC Human Resource policies which are based on LAS Human Resource policy.

The Saskatchewan Information and Privacy Commissioner is responsible for the maintenance and retention of its personnel files in accordance with *The Archives and Public Records Management Act*.



### **Appendix 'D'**

#### **PAYROLL AND BENEFITS**

##### **1. Appointment**

- All appointments will be made by the Office of the Saskatchewan Information and Privacy Commissioner. For employees paid through the LAS payroll unit, the OIPC is responsible for providing all the proper and required documentation and benefits administration paperwork.

##### **2. Pay Administration**

- The LAS will process the payroll for all employees of the OIPC paid through the Government of Saskatchewan's MIDAS HR/Payroll system.
- Payroll and deductions will be in accordance with OIPC specific Human Resource Policies and federal and provincial legislation.
- The Officer is responsible for the authorization of all salary changes, increments, in-range-adjustments, economic adjustments, etc. made to an employee's rate of pay. Requests for such changes will require authorization. Requests without the proper authorization will be returned to the Officer for completion. The LAS will not process changes to an employee's rate of pay in the absence of documentation which confirms appropriate process and compliance with legislative authority.
- The OIPC is also responsible for the collection and recovery of any salary over-payments, outstanding travel advances, over-expended vacation, sick leave and earned-day-off leave used in the same calendar year.
- The OIPC is responsible for entering and validating bi-weekly and monthly timecards for OIPC employees.

##### **3. Time Keeping Administration**

- Enter and validate bi-weekly and monthly time cards for employees.

##### **4. Verification of Employment**

- Prepare Records of Employment (ROE)

##### **5. Benefit Administration**

- Administer employee enrollments, premium calculations, and any life event changes (i.e. beneficiaries, dependents, births, deaths and marriages) in Dental, Health, Group Life, Disability, and Pension Plans.

- Process disability and group life claims and voluntary pension contributions.
- Enter flexible benefit elections into the system.

## **6. Payroll Files**

- The LAS will maintain convenience copies of all administrative expenditures and financial transaction records made under OIPC appropriation; however, the Office of the OIPC is responsible for the safeguarding the proper records management and disposal of all records. in accordance with *The Archives and Public Records Management Act*. Any administrative and transaction records in the possession of the LAS will be returned to the OIPC after three years.

## **Service Agreement**

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### **Appendix 'E'**

#### **LAW CLERK AND PARLIAMENTARY COUNSEL**

Pursuant to section 78 of *The Legislative Assembly Act, 2007*, the Law Clerk and Parliamentary Counsel is responsible for providing legal services to the Legislative Assembly.

The Law Clerk and Parliamentary Counsel may provide legal advice and counsel to the OIPC upon request.

This advice may include statutory interpretations and opinions under the purview of the Office of the Privacy Commissioner legislation and/or advice on personnel matters.

This advice is subject to availability and the following proviso:

During legislature sessions, the services of the Law Clerk and Parliamentary Counsel will be provided in the following priority order to:

- 1) Clerk of the Legislative Assembly
- 2) Speaker of the Legislative Assembly
- 3) Members of the Legislative Assembly
- 4) Statutory Officers of the Legislative Assembly.

The Law Clerk and Parliamentary Counsel will refer matters which constitute a conflict of interest to other outside legal counsel.



