Agreement for Service Provider Services

**THIS AGREEMENT is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014,**

**BETWEEN:**

Her Majesty the Queen in right of Alberta as represented by

The Minister of Human Services

(the “Minister”)

- and -

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(the “Service Provider”)

(referred to collectively as the “Parties” and each individually as a “Party”)

**BACKGROUND**

The Minister is responsible to ensure that Services are provided to eligible adults with developmental disabilities. The Service Provider is a legal entity that is prepared to deliver Services to these Individuals in accordance with the terms and conditions contained in this Agreement; and

Both the Minister and the Service Provider enter into this Agreement recognizing that during the Term of this Agreement, transitional processes are taking place, in order to align funds to individual support needs, as well as to align outcomes to Individuals receiving services from Service Providers; and

THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE SERVICE PROVIDER AND THE MINISTER AGREE AS FOLLOWS:

### SERVICE AND SERVICE STANDARDS

1. The Service Provider agrees to perform the Services set out in Schedule A, as attached to this Agreement, and will comply with the following in its performance of this Agreement:
   1. Quality Assurance Standards;
   2. The Protocol; and
   3. The PDD Program Policies set out in Schedule G.
2. The Minister will provide the Service Provider with one copy of each of the Quality Assurance Standards and the PDD Program Policies that the Minister determines, acting reasonably, are applicable to the Services provided by Service Provider under this Agreement. With the exception of the Protocol, the Service Provider is not subject to any amended Quality Assurance Standards or PDD Program Policies until notice is provided by the Minister to the Service Provider of such amendments. The Service Provider hereby acknowledges receipt of the Protocol.
3. Subject only to Section 4, the Service Provider will obtain and maintain its accreditation from an accreditation body approved by the Minister of Human Services or any subsequent Minister with jurisdiction over the accreditation of Service Providers under the Act, and will provide evidence of accreditation to the Minister upon reasonable request.
4. If the Service Provider has applied for but not yet obtained the required accreditation, the Service Provider will notify the Minister and the Minister may grant a temporary exemption from accreditation for a period of time determined by the Minister.
5. The granting of a temporary exemption under Section 4 will be in the sole discretion of the Minister, acting reasonably.

### TERM OF AGREEMENT

6. This Agreement starts on \_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Term”).

**TOTAL AMOUNT PAYABLE UNDER AGREEMENT**

1. Subject to Section 12, the Minister agrees to pay the Service Provider a total sum up to the Contract Total Amount as set out in Schedule A, Article VI, which includes Administrative Expenditures, Direct Services Costs, and Service Delivery Expenditures, as referenced in Schedule A, as well as any Advances paid under Section 9.
   1. Administrative Expenditures and Service Delivery Expenditures will be paid to the Service Provider monthly, as indicated in Schedule A.
   2. Direct Service Costs will be paid monthly based on the allocation on a fee for service basis per Individual up to the Direct Services Total Amount indicated in Section 14.

### PAYMENT

1. The Service Provider shall submit an Invoice, in the format attached in Schedule B, at the end of each month and not more than 25 Business Days after the last day of the month in the form set out in Schedule “B”.
2. The Minister shall pay to the Service Provider, as soon as reasonably possible following the first Business Day of both the first and second month of the Term, the proportionate monthly allocation of the Contract Total Amount (the “Advances”). In the final two months of the Term, the Minister shall reconcile the Advances against the payment of the Invoices for Services delivered within the Term. Should the Service Provider decline to receive Advances during the first and second months of the Term, the Service Provider will be paid in accordance with Section 7.

10. Should the Minister determine, acting reasonably, that Services identified in a Referral Confirmation were not actually delivered to an Individual and the Service Provider invoiced the Minister for such Services, the Service Provider will repay to the Minister the amount of funds initially allocated towards those Services identified in the applicable Referral Confirmation, which were not actually delivered, within 30 days of being requested by the Minister. The Minister will request such funds no later than one year following the end of the Term.

11. After the Minister receives and approves an Invoice or portion thereof, the Minister will pay

the Service Provider all agreed upon Invoice amounts for the Services rendered in accordance with the provisions of this Agreement. The Minister will review and approve the Invoice within 5 days of receipt of the Invoice and will provide payment to the Service Provider within 15 days of approval of the Invoice. Subject to Section 12, the total amount of all payments made by the Minister to the Service Provider under this Agreement will be up to but shall not exceed the Contract Total Amount set out in Section 7.

a) If an Invoice is not approved by the Minister, the Minister will provide the Service Provider with its reasons for such denial within 5 days of receipt of the Invoice and the Service Provider shall have the right to submit a corrected Invoice.

b) However, for any part of the Invoices which the Minister disputes, the Minister will review and approve any corrected Invoice from the Service Provider within 5 days of receipt of the corrected Invoice and will provide payment to the Service Provider within 15 days of approval of the corrected Invoice.

12. Where the Service Provider is required to provide additional Services to an Individual in an urgent and/or extraordinary situation or to accommodate a temporary adjustment to a Services model, the Service Provider shall notify the Minister as soon as possible and the Minister will respond as soon as possible as to whether it will provide additional funding to the Service Provider for the costs of such additional Services. If approved by the Minister, the Minister will provide an updated Referral Confirmation to the Service Provider for such additional Services, including the approved funding.

DIRECT SERVICE COSTS - FEE FOR SERVICE PAYMENT

* + 1. The Minister will only access the Service Provider’s Services for Individuals, under this Agreement, upon the Minister sending a Referral Confirmation regarding an Individual to the Service Provider.

1. The Referral Confirmation attached as Schedule F, will demonstrate the intent of the Minister to purchase defined Services from the Service Provider and will indicate the payment rate per Individual for the types of Services as described in Schedule A, and is subject to the terms of this Agreement.
2. The total amount of Direct Service Costs payable to the Service Provider under this Agreement will fluctuate based on changes to the number of Individuals served.
   * 1. The Minister agrees to pay the Service Provider a total sum for Direct Service Costs up to $\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Direct Services Total Amount”) as set out in Schedule A, Article VI, for providing Services to Individuals, on a fee for service basis.
     2. Payment for the performance of Services in this Agreement shall be made only upon receipt of Service Provider Invoices, completed in the format attached as Schedule B, and the Service Provider shall ensure that each Invoice which is submitted to the Minister:
   1. is as accurate and up to date as possible;
   2. is submitted within twenty-five (25) Business Days following the end of the month in which the Services were performed or the end of the month in which this Agreement terminates or expires.
      1. All Referral Confirmations used to support the invoicing of Direct Services must be retained by the Service Provider, and produced upon request by the Minister, to verify that billing for Services provided, was accurate.
      2. The Minister will not pay the Service Provider for any Services that cannot be substantiated by Invoices and any documentation directly related to the Services provided under this Agreement, including Referral Confirmations.

18. Provided the Service Provider is delivering the Services in accordance with this Agreement, the Service Provider may reallocate funds within and between the Administration Expenditures, Direct Service Costs and the Service Delivery Expenditures without prior Minister approval.

### GST

19. The Minister represents and warrants that it is not, and will not become, obligated to pay GST because the Minister is an agent of the Crown. No amount payable by the Minister to the Service Provider under this Agreement is subject to GST.

### MONITORING AND REPORTING

20. Without limiting in any way the Minister’s rights or obligations under any applicable law or any other term of this Agreement, the Service Provider shall:

* 1. Allow the Minister to access the facility, premises and programs in which the Service Provider provides Services and, where applicable, take all reasonable steps to obtain the necessary permission or authorization from the Individual and/or the Individual’s duly appointed guardian to review and evaluate the facility, premises, programs in which the Service Provider provides the Services;
  2. The Minister will obtain the permission of the Service Provider and, where applicable, the Individual and/or the Individual’s duly appointed guardian before accessing any facilities, premises or programs in which the Service Provider provides the Services;
  3. At the Minister’s request, make all financial records including financial statements and Business Records directly relating to the Services provided under this Agreement available to the Minister in order to perform a financial audit;
  4. At the Minister’s request, make any other documents directly relating to the provision of Services under this Agreement available to the Minister;
  5. At the Minister’s request, provide the Minister with a copy of all Service Provider policies and rules directly related to the terms of this Agreement; and
  6. Submit copies of Protocol abuse allegation reports in compliance with Protocol requirements.

21. If the Contract Total Amount is less than $500,000, the Service Provider will provide the Minister with an Unaudited Financial Statement, no later than \_\_\_\_\_\_\_\_\_\_ (date 180 days from Term end), or if the Contract Total is greater than or equal to $500,000, the Service Provider shall provide the Minister with a copy of their latest annual Consolidated Financial Statements no later than \_\_\_\_\_\_\_\_\_\_ (date 180 days from Term end). If the Consolidated Financial Statements are audited, the Service Provider will also provide a copy of the Auditor’s Report.

22. The Service Provider will immediately notify the Minister of any accident or incident that poses a significant risk to any Individual receiving Services including the death of any Individual receiving Services.

### LAWS

23. The Service Provider shall comply with and shall take all reasonable steps to ensure that its employees and subcontractors comply with all applicable laws in its performance of this Agreement.

### COLLECTION, USE AND DISCLOSURE OF INFORMATION

24. The Service Provider acknowledges that all Records or other information that is related to or obtained, generated, collected or provided under this Agreement, shall become and remain the property of the Minister and are subject to FOIP at all times. The Service Provider shall adhere to FOIP in the collection, use and disclosure of Personal Information relating to this Agreement, and will not collect, use or disclose any Personal Information under this Agreement except that which is reasonably required to fulfill its obligations under this Agreement, or with the prior written consent of the Minister.

25. The Service Provider agrees to act on any direction that the Minister may provide with respect to the collection, use, disclosure and destruction of any Records or other information directly related to this Agreement.

26. The Service Provider will provide all Personal Information or any other information directly related to this Agreement, which is reasonably requested by the Minister within 5 Business Days, unless granted additional time to respond by the Minister.

### SECURITY

27. The Service Provider, the Service Provider’s employees, agents, and subcontractors shall treat all Records and information containing Personal Information acquired or generated as a result of this Agreement in strict confidence and with the care and security required to ensure they are not disclosed or made known to any person except in accordance with this Agreement.

28. The Service Provider shall advise the Minister immediately upon its becoming aware of any unauthorized access, collection, use, disclosure or destruction of Records and information containing Personal Information relating to this Agreement.

### RECORDS MANAGEMENT

29. The Service Provider shall develop and compile Records on each Individual containing the information and other documents set out in Schedule C. The Service Provider will maintain such Records in a practical and accessible form in accordance with Schedule C or with any other conditions or standards established by the Minister and communicated to the Service Provider.

30. The Service Provider will make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an Individual is both complete and accurate. At the Minister’s request, the Service Provider must correct, within 5 Business Days of such request, any incorrect Personal Information that the Service Provider may have either collected or compiled about an Individual pursuant to this Agreement.

31. The Service Provider shall ensure that all tangible Records and information it collects under this Agreement is stored only in Canada.

32. If this Agreement expires or is terminated, the Service Provider shall close the Records referred to in Schedule C, and all Records, except those that are the Service Provider’s, and Individual’s, or a third party’s property, will be returned immediately to the Minister in accordance with Schedule C and this Agreement.

33. The obligations in Section 29 and Section 32 shall survive this Agreement.

### INDEMNITY

34. The Service Provider will indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Service Provider is legally responsible, including those arising out of negligence or wilful acts by the Service Provider or the Service Provider’s employees, agents, or subcontractors or assigns.

35. The Minister will indemnify and hold harmless the Service Provider from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Minister is legally responsible, including those arising out of negligence or wilful acts by the Minister or the Minister’s employees, agents, or assigns.

36. This indemnity and hold harmless provision in Section 34 and Section 35 shall survive this Agreement.

### INSURANCE

37. The Service Provider shall:

1. At its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Insurance Act* (Alberta), in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include employees and volunteers as additional insureds;
2. Provide automobile liability insurance for at least $1,000,000 on each vehicle owned, operated or licensed in the name of the Service Provider in relation to providing the Services in this Agreement;
3. Ensure that each vehicle operator employed by the Service Provider be properly licensed, authorized by law and qualified to operate any vehicle used during the course of providing the Services under this Agreement;
4. Maintain malpractice and/or errors and omissions insurance, for at least $1,000,000 if any Professional Services will be provided under this Agreement;
5. Maintain Workers’ Compensation insurance in accordance with the requirements of the *Workers’ Compensation Act*, R.S.A. 2000, c. W-15, as amended, if required. The Service Provider shall provide evidence of compliance with or exemption from the *Workers’ Compensation Act* as may be reasonably requested by the Minister;
6. Ensure that all insurance policies are in accordance with the *Insurance Act* (Alberta). The policy shall contain an endorsement giving the Minister 30 days’ written advance notice of cancellation or material change restricting coverage;
7. Provide certificates of insurance to the Minister before implementing any Services under this Agreement, during the Term, and upon the Minister’s request; and
8. Ensure that each subcontractor maintains liability insurances comparable to those required above.

### CONFLICT OF INTEREST

38. The Service Provider shall cause its employees, agents and subcontractors:

1. To conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
2. Not to influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;
3. To comply with the *Lobbyists Act* (Alberta), as amended from time to time.
4. Not to accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
5. To 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 their duties related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Service Provider shall promptly declare it in writing to the Minister.

### TERMINATION

39. The following events are Termination Events:

1. If the Service Provider, receives a notice from the Minister notifying the Service Provider that the Service Provider has breached a term of the Agreement and the Service Provider does not take immediate corrective action to the sole satisfaction of the Minister, where the breach relates to the health and safety of Individuals receiving Services;
2. If the Service Provider is declared or adjudged bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any legislation in force for:
   * + 1. Protection against creditors;
       2. Orderly payments of debts; or
       3. Winding up or liquidation;
3. If a receiver or receiver-manager is appointed for the business of the Service Provider, and the appointment is not successfully contested by the Service Provider within 21 days;
4. If any material part of the property of the Service Provider is seized or attached and the seizure or attachment is not successfully contested by the Service Provider within 21 days;
5. If the Service Provider ceases active business operations as determined by the Minister in its sole discretion; or
6. If the Minister determines in its sole discretion that any information, documents, reports or Invoices that the Service Provider has submitted to the Minister under this Agreement is false or misleading.

40. After the Minister becomes aware of the occurrence of a Termination Event, the Minister may in its sole discretion terminate this Agreement immediately upon notice to the Service Provider.

41. Either Party may terminate this Agreement on 90 days’ written notice to the other Party at any time for any reason without cause, and at the convenience of the terminating Party.

42. The Minister shall pay only for Services actually delivered before the Agreement is terminated which is the date the Service Provider received the notice of termination if the Agreement is terminated under Section 40, or 90 days following notice of termination if the Agreement is terminated under Section 41.

43. If this Agreement is terminated and the Service Provider incurs costs directly related to the Services over which it had no reasonable control, the Minister shall pay the Service Provider for all of these costs provided the Service Provider has limited, as much as possible, its exposure to further costs after these events.

44. The Service Provider shall, upon a termination event as described in Clause 38 (a) through (f) of this Agreement, provide to the Minister a statement of funds received as compared to funds invoiced, in a form acceptable to the Minister, within 90 days and shall pay to the Minister any balance remaining, less any amounts necessary to satisfy obligations to others incurred by the Service Provider according to its obligations under this Agreement before the date of termination. The Service Provider agrees that any such outstanding balance will be repaid to the Minister as soon as reasonably possible after a request from the Minister.

45. The rights and obligations of Section 43 and Section 44 shall survive this Agreement.

### NOTICES

46. All notices under this Agreement will be in writing and will be validly given or sufficiently communicated if hand delivered, faxed, sent by registered mail or e-mail as follows:

**To the Minister:**

Address:

Address:

Facsimile:

E-mail:

**To the Service Provider**:

Address:

Address:

Facsimile:

E-mail:

47. Either Party by giving notice as above provided may change its address from time to time.

48. All notices shall be deemed to be effectively communicated or given on the day received or on the fifth day after it was mailed, whichever is the earlier.

49. In the event of a mail strike or slowdown, service shall not be deemed effective until actual delivery of the notice in question.

### REPRESENTATIVES

50. For the purpose of administration of this Agreement, the Minister’s Representative (the “Minister’s Representative”) shall be the Regional Director.

51. By a notice to the Service Provider, the Minister may appoint an alternate representative to act for the Minister about matters relating to the administration of this Agreement.

52. For the purpose of administration of this Agreement, the Service Provider’s representative (the “Service Provider’s Representative”) shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

53. By a notice to the Minister, the Service Provider may appoint an alternate representative to act for the Service Provider about matters relating to the administration of this Agreement.

### DISPUTE RESOLUTION

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54. In the event that a dispute arises with respect to this Agreement, either Party may notify the other Party of a request for dispute resolution. The notification shall set out the matter in dispute and propose an action plan for resolving the matter.

55. Within 5 Business Days of receipt of the notice under Section 54, the Minister shall schedule a meeting between the Service Provider’s Representative and the Minister’s Representative, to be held no later than 20 Business Days after the receipt of the notice under Section 54, for a dispute resolution meeting. All documents and materials relating to the nature or specifics of the dispute shall be provided by each Party to the other Party no less than 2 Business Days prior to the dispute resolution meeting.

56. If the dispute is not resolved at the meeting held under Section 55 by mutual agreement, the terms of which are committed to writing and signed by both Parties, either Party may notify the other that it wishes to resolve the dispute by mediation.

57. Within 10 Business Days of receipt of a request for mediation, the appropriate Party shall contact the Party requesting mediation to arrange for a mutually agreeable mediator at a mutually agreeable location and at a mutually agreeable time.

58. If the parties cannot agree on a mediator within 10 Business Days after a request is made pursuant to Section 57, the Assistant Deputy Minister, Disability Services, Department of Human Services (or its successor branch or department of the provincial government of Alberta) shall appoint a mediator from a prior mutually approved list of independent, qualified and experienced mediators to hear the dispute.

59. The cost of mediation shall be borne equally by the Parties.

60. The Parties shall continue the performance of their respective obligations during the resolution of any dispute under this Agreement, including during any period of meditation, unless and until this Agreement is terminated or expires.

### MISCELLANEOUS

61. The Service Provider agrees that it, not the Minister, is the “employer” as defined in the *Employment Standards Code* (Alberta).

62. Each of the provisions contained in this Agreement is distinct and severable. If a court of competent jurisdiction declares any provision or part of a provision to be invalid, illegal or unenforceable, the validity or enforceability of any other provision of this Agreement will not be affected.

63. This Agreement will be governed by and interpreted in accordance with the laws in force in the Province of Alberta, and is in all respects an Alberta Agreement.

64. The following is a list of the schedules, which are attached to and form part of this Agreement:

Schedule “A” – Services Description;

Schedule “B” – Invoice;

Schedule “C” – Reporting and Record Keeping Requirements;

Schedule “D” – Definitions;

Schedule “E” – Outcomes Reporting;

Schedule “F” – Referral Confirmation; and

Schedule “G” – PDD Program Policies.

65. No implied terms or obligations of any kind by or on behalf of any Party shall arise from anything in this Agreement and the express covenants and agreements herein contained and made by the Parties are the only covenants and agreements upon which any rights against a Party may be founded.

66. This Agreement shall be deemed to constitute the entire Agreement between the Parties and shall supersede and revoke all negotiations, arrangements, letters of intent, brochures, representations and information conveyed, whether oral or in writing, direct or implied, among the Parties or their representatives or any other person purporting to represent any Party. Each of the Parties agrees that:

* 1. It has not been induced to enter into this Agreement by any representations that are not in this Agreement;
  2. It has not relied on any such representations;
  3. No such representations shall be used in the interpretation or construction of this Agreement; and
  4. No claims, including loss of profits and consequential damages arising as a result of, or from any such representations, shall accrue to or be pursued by it and no Party shall have any liability for any such claims.

67. Time is to be considered of the essence in this Agreement. Whenever in this Agreement either Party is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Parties. If the time for the doing of the particular thing shall be amended by written agreement of the Parties, time shall remain of the essence, even if not so expressed in such written agreement.

68. This Agreement is not intended to and does not:

* 1. Constitute either Party as the agent of the other for any purpose, or otherwise create any relationship of agency;
  2. Constitute or create any joint venture; or
  3. Constitute or create any partnership; and
  4. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of agency, joint venture or partnership.

69. The failure by a Party to require the fulfilment of the obligations or to exercise any rights under this Agreement shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

70. This Agreement and everything under this Agreement shall continue for the benefit of and be binding upon the successors and permitted assigns, as the case may be, of each of the Parties.

71. This Agreement may only be modified by a written document that is properly executed by the Parties or their heirs, executors, administrators, successors or permitted assigns.

72. It is understood that throughout this Agreement, the Minister and the Service Provider will act reasonably, unless a provision specifies otherwise.

73. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to constitute one and the same Agreement. This Agreement may be signed and sent by fax or e-mail (the whole document) and this procedure shall be as effective as signing and delivering an original copy. If this Agreement is signed by fax or e-mail, each Party agrees to provide the other with an original copy within a reasonable period of time following signature and delivery by fax or e-mail.

74. The Parties have executed this Agreement as of the day and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF HUMAN SERVICES

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: Regional Director

**SERVICE PROVIDER**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

(I have authority to bind the corporation)

**SCHEDULE A**

**SERVICES DESCRIPTION**

**Program Information:**

**I - Service Provider Philosophy/Principles of Service Delivery**

*Service Provider Portion*

**II - Support Descriptions and Related Outcomes**

**II A - Category Descriptions:**

The Mission of the PDD program is to “Work with others so that adults with developmental disabilities can be included in community life and be as independent as possible”. PDD funded supports must contribute to and align with the PDD program’s Mission and be provided to the Individual based on the Individual’s assessed support needs and desired personal outcomes as set out in the Referral Confirmation.

PDD funded supports will be provided in alignment with the Quality of Life Framework:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Pillars** | ***WELL-BEING***  Adults with developmental disabilities maximize their personal well-being | | | ***INDEPENDENCE***  Adults with developmental disabilities are supported to be as independent as possible | | ***COMMUNITY CONNECTEDNESS***  Adults with developmental disabilities are engaged with and valued by their communities | | | ***QUALITY SERVICES***  PDD-funded services meet the assessed needs of adults with developmental disabilities and contribute to positive outcomes | | | | |
| **Domains** | **Physical** | **Material** | **Emotional** | **Personal Development** | **Self-determination** | **Rights** | **Social Inclusion** | **Interpersonal Relations** | **Relevancy** | **Effectiveness** | **Efficiency** | **Safe Agencies** | **Safe Individuals** |

**II B - Home Living Support:**

Definition of Home Living Supports: Services that are provided in a wide range of environments to assist [Individuals](javascript:void(0);) to live as independently as possible. Individuals may receive the type and level of Services they require, from a few hours a week up to 24 hours a day. Services may be provided to one Individual or shared with other Individuals. The staff of the Service Provider will typically, but not necessarily be obligated to, come into the Individual’s home and may assist the Individual in the community.

1. “Home Living Support”:
2. Is for Individuals in their housing arrangement such as a house, apartment or condominium that the Individual owns or rents;
3. Is flexible and varies based on Individuals’ needs and needs of other people who live together;
4. Can vary from a few hours a week up to 24 hours dependent on the Individuals’ needs;
5. Ensures Individuals have the opportunity to create a home of their own that mirrors their lifestyle and identity;
6. Ensures household management decisions are made by the people who live there;
7. Ensures Individuals are able to exert ordinary measures of personal control;
8. Ensures Individuals experience personal safety and comfort;
9. Ensures there are opportunities and experiences that reflect the pace of life as one’s own;
10. Develops and then maintains daily living opportunities and experiences in home management;
11. Supports the Individual in developing opportunities and experiencing social interactions;
12. Supports the Individual in developing opportunities and experiences for inclusion in the community; and
13. Supports the Individual with their personal wellness.

The Service Provider will provide the following Home Living Supports:

**II C - Employment Support:**

Definition of Employment Supports: Services that provide training to Individuals for employment and provide workplace support for the purpose of maintaining paid employment. Funded Employment Services are determined on an individual basis and reflected in the Referral Confirmation.

Employment Services options include:

* Employment preparation assists Individuals in developing specific skills and knowledge for the purpose of obtaining paid employment. This may include training, post-secondary education, work-experience, career exploration and job search/development.
* Employment placement assists Individuals with maintaining paid employment. This assistance may include on-the-job support to help the Individual meet employer expectations and/or the development of a work environment that supports the Individual.

To qualify as “paid employment”, an employer/employee relationship must exist and the Alberta Employment Standards Code must apply.

The Service Provider will provide the following Employment Supports:

**II D - Community Access Support:**

Definition of Community Access Supports: Services that promote an Individual’s inclusion in community activities and personal development through activities such as arts, education, recreation, community association programs and participation in the volunteer sector.

* Develops social opportunities for experiences in the community as directed by the Individual;
* Develops and facilitates activities and opportunities to connect the Individual to people within their community; and
* Provides opportunities for volunteerism.

The Service Provider will provide the following Community Access Supports:

**II E - Respite Support:**

Definition of Respite Supports: Services that provide a break for primary, non-paid, and paid caregivers on a temporary basis. Services may be provided either in the Individual’s home (in-home respite) or outside their home (out-of-home respite).

* The frequency and duration of Services depends on the needs of the Individual and their caregiver and identified in the Referral Confirmation.
* Supports the Individual that provides a break for primary caregivers on a temporary basis in the Individual’s home or at another home; and
* Supports the Individual in personal management, home management, social interaction and personal wellness.

The Service Provider will provide the following Respite Supports:

**III – Referral Confirmation**

Once it has been confirmed that the Service Provider is able to provide services the Referral Confirmation will be sent to the Service Provider as part of the Service Design and Planning process, outlined in the PDD program policy as detailed in Schedule G, attached to this agreement. The Minister, through the Regional Director, will also provide information relating to the Individual’s support needs including but not limited to the PDD Service Plan (for new Individuals being referred under the Agreement), current and/or previous risk assessments, action plans and monitoring to the service provider during the planning process, prior to the Individual’s receipt of Services.

Individuals receiving Services under this Agreement will be referred to the Service Provider by the Minister using a standard Referral Confirmation, attached as Schedule F, which will contain, at minimum, the following information:

* Approved PDD-funded Services
* Quality of Life Service outcomes;
* Term of Services; and
* Monthly Individual Allocation (monthly and total over the Agreement Term); and
* PDD Service Plans (only for new Individuals being referred under the Agreement).

**IV - Individual Planning Process**

Once an Individual is referred to the Service Provider by the Minister in accordance with this Agreement, the Services provided to the Individual will be based on the Referral Confirmation. The Service Provider and the Individual, along with the Minister' staff and the Individual’s family/support network, will work together to develop the Individual’s Support Plan which shall contain the following:

* The Individual’s desired outcomes in relation to the domains
* The Individual’s goals
* Important and relevant assessed support needs
* Specific support strategies
* Measureable support objectives
* Who will implement the support strategies
* Timelines for review
* Monitoring requirements

A copy of the Individual Support Plan will be provided to the Minister no later than three months following the commencement of Services under the Agreement.

PDD staff will participate in the development and monitoring of the Individual Support Plan. All Services provided by the Service Provider to the Individual under this Agreement will be provided in a manner that helps the Individual to reach their desired outcomes as set out in the Individual Support Plan. The Individual Support Plan will be reviewed with the Individual at least annually and updated by the Service Provider as required.

**V – Service Provider Exit Process**

*Service Provider Portion*

* Describe the conditions under which Services to Individuals will be withdrawn:
* Describe the process used for withdrawal of Services:

**VI – TOTAL CONTRACT AMOUNT BREAKDOWN**

**DIRECT SERVICE COSTS, SERVICE DELIVERY EXPENDITURES AND ADMINISTRATION EXPENDITURES**

1. The following is the Contract Total Amount, as referenced in Section 7 of the main body of the Agreement.

|  |  |
| --- | --- |
| **Direct Service Costs Total** | **Up to $ for Term of Contract** |
| **Service Delivery Expenditures** | **$** |
| **Administration Expenditures** | **$** |

|  |  |
| --- | --- |
| **Contract Total Amount** | **$** |

**SCHEDULE B - INVOICE**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SCHEDULE B – Monthly Service Invoice submission to Persons With Developmental Disa**bilitie**s** | | | | | | | | |
|
| **Service Provider Name:** | |  | | | | | | |
| **Service Provider Contact:** | |  | | | **Service Provider Phone:** | |  | |
| **Agreement #** | |  | | | **Invoice #** | |  | |
| **Period of Assistance:** | |  | | | **Invoice Submission Date:** | |  | |
| **INDIVIDUALS:** | | | | | | | | |
|
| **Last Name** | | | **First Name** | **ID#** | | **Support Level Funding TOTAL** | | **Check if Individual left Services during this billing period** |
| 1 |  | |  |  | |  | |  |
| 2 |  | |  |  | |  | |  |
| 3 |  | |  |  | |  | |  |
| 4 |  | |  |  | |  | |  |
| 5 |  | |  |  | |  | |  |
| 6 |  | |  |  | |  | |  |
| 7 |  | |  |  | |  | |  |
| 8 |  | |  |  | |  | |  |
| 9 |  | |  |  | |  | |  |
| Support Level Funding Total of all Individuals | | | | | | **$** | | |
| Service Delivery Expenditures Total | | | | | | **$** | | |
| Administration Expenditures Total | | | | | | **$** | | |
| **GRAND TOTAL OF INVOICE** | | | | | | **$** | | |
| **I certify that this information is correct \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Service Provider Representative Signature** | | | | | | | | |

SCHEDULE C

REPORTING AND RECORD KEEPING REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **Section A - Records to be submitted to the Minister by the Service Provider**  **\*This is a non-exhaustive list of records that the Service Provider is required to submit under this Agreement.** | | |
| Records Series Description | Frequency of Submission |  |
| ISP’s for Individuals  Abuse Prevention and Response Reports  Protection for Persons in Care Reports  Certificate of Insurance  Financial statements  Evidence of accreditation  Invoice | Annually  As required  As required  As required  Annually  Upon request  Monthly |  |
| **Section B - Records to be created and maintained as a result of the Agreement** | | |
| 1. All Records transferred from the Minister to or created by the Service Provider directly relating to the Services provided to Individuals under this Agreement are the property of the Minister. 2. Records transferred by the Minister to the Service Provider under this Agreement will be documented in a list that forms part of Schedule C. 3. The Service Provider is required to create and maintain Records that document the provision of Services to an Individual, including, but not limited to: reports, files, logs or case notes, medical reports, incident reports or agreements created as a result of Services of this Agreement. 4. On ceasing to provide Services to an Individual under of this Agreement, all Records directly relating to the Individual will be returned immediately to the Minister. 5. Records will be maintained by the Service Provider as per file standards provided by the Minister. | | |

**SCHEDULE D**

**DEFINITIONS**

Terms are defined as follows:

“Administration Expenditures” means the Service Provider’s administrative expenditures which include but are not limited to:

1. Staffing costs relating to management and administrative support staff, including staff training and development cost for these individuals;
2. Administrative office costs (office supplies and services, property, automobile and professional insurances, bank charges, postage, printing, advertising, accounting and audit fees, library resources, Service Provider expenses); and
3. Operating costs (office rent or mortgage interest on administration office, office utilities, office equipment leases, business mileage for administrative staff only, business taxes (related to office only), membership and accreditation fees, licensing), and

“Business Day” means 8:15 a.m. to 4:30 p.m. Mountain Standard or Daylight Savings Time, as the case may be, from Monday through Friday excluding holidays observed by Her Majesty the Queen in Right of Alberta.

“Business Records” means all records created by the Service Provider that are related exclusively to the business operations of the Service Provider including but not limited to employee and payroll information.

“Consolidated Financial Statements” means the fiscal year-end financial statements prepared for a Service Provider in accordance with Canadian generally accepted accounting principles in a form acceptable to the Minister, acting reasonably, and includes at least the following:

1. A balance sheet, which shows assets and liabilities at year-end;
2. An income statement, which shows the results of operations for the year;
3. A statement of retained earnings, which summarizes changes in equity during the year;
4. A statement of cash flows, which shows operating, investing, and financing activities, and how these activities affect the cash position; and
5. Notes to financial statements, which are an integral part of financial statements and which provide additional explanations and details concerning financial statement items.

“Direct Service Costs”, formerly Services Expenditures, means the Service Provider’s direct Service costs which include but are not limited to staffing costs relating to front-line staff, including staff training and development costs, who provide the Services.

“Individual” means an adult with a developmental disability who has been determined by the Minister to be eligible for PDD funding as per the *Developmental Disabilities Regulation 183/2009*.

“Individual Support Plan” or “ISP” means the strategies that the Individual’s support team provides to promote the development, education, interests, and personal well-being of the Individual, enhancing their independence, so the individual can reach their desired personal outcomes.

“Invoice” or “Invoices” means a monthly record of Services delivered, in the form specified in Schedule B.

“Personal Information” means recorded information about an identifiable individual as defined in the *Freedom of Information and Protection of Privacy Act* (Alberta) (“FOIP”).

“Professional Services” includes, but is not limited to, services provided by individuals who are subject to the *Chiropractic Profession Act* (Alberta), *Health Professions Act* (Alberta), the *Nursing Profession Act* (Alberta), the *Pharmaceutical Profession Act* (Alberta), the *Opticians Act* (Alberta), the *Physical Therapy Profession Act* (Alberta), the *Podiatry Act* (Alberta), the *Psychology Profession Act* (Alberta), and the *Teaching Profession Act* (Alberta).

“Protocol” means the *Abuse Prevention and Response Protocol*, as amended from time to time.

“Quality Assurance Standards” means service standards as issued or approved by the Minister of Human Services, as amended from time to time.

“Record” or “Records” includes the records as specified in item 3 Schedule “C” and as defined in FOIP and includes information in any form, including notes, images, audiovisual recordings, x-rays, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include:

* + - 1. software or any mechanism that produces records and
      2. does not include Business Records, and
      3. which are not the Service Provider’s, the Individual’s or a third party’s property.

“Services” means collectively, the following service categories: Community Access Support, Home Living Support, Employment Support and Respite Support, each as defined as in Schedule A.

“Service Delivery Expenditures” means the Service Provider’s Service delivery expenditures which include but are not limited to:

1. Staffing costs relating to the supervision of Services staff (but not administrative staff);
2. Program expenses (such as staff admission for events with the Individual and supplies for Individual training materials); and
3. Staff travel costs in provision of the Services.

“Unaudited Financial Statement” means an unaudited statement of revenue and expenditures, signed by the manager of the Service Provider and its accountant.

**SCHEDULE E**

**OUTCOMES REPORTING**

**Performance Management Framework**

The Performance Management Framework (PMF) chart in Schedule E identifies four outcome Pillars: Well-being, Independence, Community Connectedness, and Quality Services. These Pillars are in alignment with both the Outcome Measurement Framework for the Ministry of Human Services and Alberta’s Social Policy Framework.

Each outcome Pillar has two or more outcome Domains.

Each Domain has one or more performance measures. The PMF chart identifies which performance measures the PDD program and service providers are responsible for reporting on. Please note that while PDD is responsible for reporting on the Personal Outcomes Index (POI) measures, service providers will continue to participate in the POI data collection through the *MyLife* surveys.

The performance measures in the PMF chart are intended to form part of the service provider’s regular evaluation and continuous improvement processes as identified in the Creating Excellence Together (CET) standards. In addition, monitoring of individual outcomes will occur through the Individual Support Planning process.

The PDD program has envisioned the 2014-2015 contract year as a formative year for the reporting of contract outcomes. The intent for 2014-2015 is to gather and analyze all outcome data reported for the year and to use this to initiate discussions regarding: identification of trends and patterns; development of service provider profiles as well as regional and provincial profiles; identification of best practices; and continuous quality improvement. As such, service providers will have some flexibility to select Domains, performance measures and data sources within the Performance Management Framework.

**Service Provider Reporting Requirements**

Service providers must report on performance for at least one Domain within each outcome Pillar. This includes (a) mandatory performance measures, and (b) service provider selected Domains and performance measures, as follows:

1. *Mandatory Performance Measures*

Service providers must report on five mandatory performance measures as shown below:

|  |  |  |
| --- | --- | --- |
| **Pillar** | **Domain** | **Mandatory Performance Measures** |
| Well-being | Material | % of Individuals who are independently employed |
| Independence | Self-Determination | % of Individuals and/or their representatives who are involved in planning and decision making, as indicated by the Individual Support Plan |
| Quality Services | Safe Individuals | % of Individuals with complex service needs who have staff with the required level of specialized training according to PDD policy |
| Quality Services | Safe Agencies | % compliance with PDD Safety Standards |
| Quality Services | Effectiveness | % adherence to established service standards |

1. *Service Provider Selected Domains and Performance Measures*

At minimum, service providers must report on one Domain within each of the four outcome Pillars (i.e. Well-being, Independence, Quality Services, Community Connectedness).

The mandatory performance measures address the requirements for three of the four Pillars: Well-being, Independence, and Quality Services.

To meet the minimum reporting requirements, service providers must also report on the Community Connectedness Pillar. The Community Connectedness Pillar has three Domains: Interpersonal Relations, Social Inclusion and Rights.

To report on the Community Connectedness Pillar, service providers would proceed as follows:

* Choose one or more of the Domains to report on.
* For each Domain selected, report on one or more performance measures.
* The PMF chart does not identify specific agency performance measures for Domains within the Community Connectedness Pillar, so service providers have the flexibility to choose one or more “agency identified” performance measures they wish to report on.

**Supplementary Performance Measures**

The PDD program acknowledges that the performance measures set out in Schedule E are not exhaustive, and that service provision may include unique elements that may not align seamlessly with the measures identified. As such, service providers have the flexibility to supplement the minimum reporting requirements with one or more performance measures of their choice.

**Reporting Template**

The PDD program will provide a standardized reporting template for service providers to record their performance measure results. The template will be submitted to the Minister on a quarterly basis. Alternate formats may be used with the prior approval of the Minister.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PERFORMANCE MANAGEMENT FRAMEWORK** | | | | | | |
| **Pillar** | **Domain** | **Performance Measure** | **Target** | **Responsibility for Reporting** | **Data Source** | **Reporting Timelines** |
| **Well-Being** | **Physical** | % of Individuals who report physical well-being | Individuals with developmental disabilities report a level of physical well-being which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| Agency identified | Baseline to be established | **Agency** | Agency identified data source | Minimum annual |
| **Material** | % of Individuals who report material well-being | Individuals with developmental disabilities report a level of material well-being which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| % of Individuals who are independently employed | Baseline to be established | **Agency**  (mandatory) | Agency identified data source | Minimum bi-annual |
| % of Individuals who are employed and receiving PDD funded supports for employment placement**\*** | Baseline to be established | **Agency** | Agency identified data source | Minimum bi-annual |
| **Emotional** | % of Individuals who report emotional well-being | Individuals with developmental disabilities report a level of emotional well-being which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| % of Individuals participating in regular inclusive community activities | Baseline to be established | **Agency** | Agency identified data source | Annual |
| Number of founded abuse allegations | Year over year decrease | **PDD** | CSS (if regions input information) | Annual |
| **Independence** | **Self-Determination** | % of Individuals who report self-determination | Individuals with developmental disabilities report a level of self-determination which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| % of Individuals and/or their representatives who are involved in planning and decision making as indicated in the Individual Support Plan | 100% | **Agency** (mandatory) | Agency identified data source | Quarterly, Annual |
| **Personal Development** | % of Individuals who report having access to personal development activities | Individuals with developmental disabilities report a level of personal development which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| % of Individuals in semi-independent living and supportive living | Baseline to be established | **Agency** | Agency identified data source | Monthly |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PERFORMANCE MANAGEMENT FRAMEWORK – p2** | | | | | | |
| **Pillar** | **Domain** | **Performance Measure** | **Target** | **Responsibility for Reporting** | **Data Source** | **Reporting Timelines** |
| **Community Connectedness** | **Interpersonal Relations** | % of Individuals who report having interpersonal relationships | Individuals with developmental disabilities report a level of interpersonal relationships which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| Agency identified | Baseline to be established | **Agency** | Agency identified data source | Minimum annual |
| **Social Inclusion** | % of Individuals who report inclusion | Individuals with developmental disabilities report a level of inclusion which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| Agency identified | Baseline to be established | **Agency** | Agency identified data source | Minimum annual |
| **Rights** | % of Individuals who report they are aware of their rights and those rights are respected | Individuals with developmental disabilities report a level of awareness of their rights which is similar to that of all Albertans | **PDD** | POI/ gen. pop comparison | Every 3 years |
| Agency identified | Baseline to be established | **Agency** | Agency identified data source | Minimum annual |
| **Quality Services** | **Safe Individuals** | % of Individuals with complex service needs who have staff with the required level of specialized training according to PDD policy\* | 100% | **Agency** (mandatory) | Agency identified data source | Annual |
| **Safe Agencies** | Compliance with PDD Safety Standards | 100% | **Agency** (mandatory) | Contract monitoring | Ongoing |
| **Efficiency** | Identify service provider performance measure |  | **Agency** | To be determined | To be determined |
| **Effectiveness** | Adherence to established service standards | 100% | **Agency**  (mandatory) | Accreditation documentation as per Section 3 of the Agreement | Every 3 years or as Accreditation body requires |
| **Relevancy** | Evidence of the application of best or informed practice |  | **Agency** | Contract monitoring – agency identified data source | Annual |

**SCHEDULE F**

**REFERRAL CONFIRMATION**

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**SCHEDULE G**

The PDD Program Policies, attached hereto, are the current versions of the PDD policies which apply to the provision of Services by the Service Provider under this Agreement:

(a) Identification of Individual Support Needs;

(b) Service Design and Planning;

(c) Service Delivery – Community Service Provider; and

(d) Standards and Safeguards.

If the Minister amends the PDD Program Policies in accordance with Section 2 of the Agreement, the amended PDD Program Policies shall apply to this Agreement as of the date of notification to the Service Provider and the Minister will have such amended PDD Program Policies posted at the following link:

**http://www.humanservices.alberta.ca/PDD-online/**