

NEW CONTRACT TEMPLATES

Frequently Asked Questions

Updated May 4, 2016

Note: We have received feedback from some service providers about concerns with the new contract templates. As a result, Human Services will defer implementation of a new Persons with Developmental Disabilities (PDD) contract template until April 1, 2017. In the interim, the ministry will enter into nine-month agreements (ending March 31, 2017) with PDD service providers using the previous template. This will provide time for continued dialogue between service providers and the ministry to develop a new PDD contract template for implementation in 2017.

*Based on feedback from the child and family services sector, revisions have been made to the Child and Youth Services (CYS) templates, including the *CYS and Family Support for Children with Disabilities (FSCD) Block Funded* contract template, and the *CYS Time and Materials (Fixed Price)* contract template. These revisions are outlined in this [summary document](#). Where these revisions impacted common provisions across the suite of Human Services contract templates, the same revisions will be made. For *CYS and FSCD* services, the new templates will be implemented effective July 1, 2016. For all other contracts entered into since April 1, 2017, contract amendments will be issued to reflect the changes to the common provisions.*

General

Q1: *Why is Human Services implementing new contract templates?*

A: Human Services has developed new contract templates to promote a standard, ministry-wide approach to contracting. The new contract templates will promote consistency in contracting across all of its divisions and regions. This is an important part of the ministry's ongoing work to integrate business practices and programs, and reflects feedback from service providers. The new templates align with government standards and practice, ensure the ministry's legislative and ethical obligations to clients are met, and enhance accountability in contracting for Albertans. They will be used beginning April 1, 2016.

Q2: *Do the new templates apply to all service providers who contract with Human Services?*

A: Yes. Either a program specific template, or the general Human Services version of Alberta's Contracting Centre of Excellence (CCOE) form of services agreement will apply to all service providers contracted to deliver services and supports on behalf of the ministry. See Q8 for further details regarding implementation timing.

Q3: *How are the new contract templates different from the previous templates?*

A: The new templates are similar to the previous forms, but with the following key changes:

- The new templates align with government standards and practice.
- Contracts now have similar standard information, protections, requirements and government language.
- Vendors are all subject to the same rules, regardless of which area they contract with.

These revisions were made to ensure terms are consistent across the ministry and to align with the CCOE version of the services agreement. They also reflect the government's legislative and ethical obligations to Albertans and to clients.

The new contract templates will help promote a unified Ministry approach to contracting and provide greater accountability to Albertans on how services are delivered to people in need.

Q4: *How/Does the new contract template link to the Pre-Qualified Resource list process (PQR)?*

A: In addition to the new contract templates, the ministry is also implementing standard processes, such as the Pre-Qualified Resource list process (PQR), and standard forms, such as Service Requests.

Contracts for services that fall under the Transportation and Specialized Assessments PQRs will use the Human Services CCOE version of contract as the services agreement. Contracts for services that fall under the Child and Family Services PQR will use either the block funded or fee for service version of contract, depending on the nature of the services described in a Service Request. Contracts for services that fall under the Disability Services PQR will use either the current 2015-2016 Disability Services contract for PDD or the new block funded template for FSCD.

Q5: *Is the term length different in the new templates (e.g. multi-year contracts)?*

A: Contract term lengths will depend on the nature of the services required (e.g., direct services to individuals versus indirect services). Where multi-year contract terms are in the best interests of the Province, the service provider and clients, multi-year agreements will be considered.

Q6: *Will service providers have the opportunity to make changes to the new contract templates?*

A: Following the initial rollout of the new contract templates, some service providers identified concerns with certain provisions. Ministry staff worked with the Alberta Council of Disability Services and ALIGN Association of Community Services to gather feedback from service providers about the new templates. As a result, revisions were made to the Child and Youth Services contract templates, and implementation of the Persons with Developmental Disabilities contract template was deferred to April 1, 2017.

The new contract templates reflect consistent terms across the ministry, alignment with government standards and the ministry's legislative and ethical obligations to Albertans. They will serve as the starting point for all future contracting. In instances where regions require revisions to the standard template to address unique service arrangements, they can consult with ministry legal counsel to consider options.

Service providers can direct questions or concerns about the new contract templates to their regional contract specialist or to HS.CAP@gov.ab.ca.

Q7: *Are the new templates the same for all contracted services across the ministry?*

A: The provisions within the templates are consistent across Human Services. However, program areas such as Child and Youth Services or Disability Services may have additional provisions that reflect the nature of these programs and the collaborative input gathered from previous contracting working groups. In addition, service definition and measurement and funding models are distinct between the divisions, and each template reflects these individual particularities.

Q8: *When will the new templates be implemented?*

A: For services funded by the Employment and Financial Services division, as well as services that fall under the Transportation Services and Specialized Assessments PQRs, the new contract templates will be implemented beginning on April 1, 2016. For services that fall under the Child and Family Services PQR and Disability Services PQR (with the exception of PDD services), the new contract templates will be implemented beginning on July 1, 2016. A new contract template for PDD services will be implemented on April 1, 2017. All other provision of services within the ministry will use the Human Services version of the CCOE agreement, which will be implemented on April 1, 2016.

Different timelines for implementation are required to ensure adequate time to develop, review and approve contracts, and to fully implement the PQR. This timing also intends to ensure that services to children, families and individuals with disabilities are not disrupted.

Q9: *Why are some terms capitalized in the contract templates?*

A: Capitalized terms indicate that the term is defined for the purposes of the Contract as per Section 1, Definitions.

Q10: *The new contract templates introduce a higher level of direction and control. What is the rationale for this shift?*

A: Human Services has a legislative responsibility to ensure the safety and well-being of the clients it serves. The ministry also has an imperative to create greater consistency in contracting tools and approaches across programs, and to align with Government of Alberta standards. The contract template includes new provisions that reflect both of these requirements.

We recognize that some provisions in the contract template represent a departure from the previous template; however, they are essential to support the ministry's obligations to ensure services are delivered efficiently, effectively, and in accordance with the terms of the contract. The provisions also provide greater rigor for the accounting and reporting of public funds. While we anticipate that in the majority of cases, these provisions will not be exercised, they are required to preserve the ability for the Province to act in exceptional circumstances to ensure legislative and ethical obligations to clients are met.

Q11: *The new templates reference a requirement that the Contractor notify the Province of any proposed change to location of Services delivery. Does this mean the must notify the Province every time that a client moves?*

A: No. This provision pertains only to changes in the location of services delivery of the Contractor. The intent is to apply this notification when there is a planned change to the Contractor's place of business or corporate office, and/or to Contractor-owned residences or facilities.

Q12: *Some of the new templates reference a requirement for criminal record and intervention record checks. What if an organization is unable to meet the timeline requirement? Does this requirement apply only to direct service individuals or all employees of the organization?*

A: This provision has been revised to indicate that the requirement for criminal and intervention record checks applies only to individuals providing direct services or supports to clients. The requirement to obtain these checks prior to commencement of the contract or respective employment has also been removed, recognizing that this should be strived for but may not always be practically feasible.

Q13: *Some of the new templates state that 'the Province may provide reasonable directions to the Contractor in order to address potential risk to Clients. How will 'reasonable direction' be defined, by whom, and for what types of scenarios?*

A: This provision reflects the ministry's legislative obligation to ensure client safety and well-being. Wherever possible, 'reasonable directions' will be determined through discussion between the Contractor and the service delivery region.

The Province does not intend to provide direction on day-to-day risk management, but rather, reserves the right to do so in extreme circumstances when urgent action is required to ensure the safety and/or well-being of the client. This would be for unforeseen risks that are not already identified in the contract or already addressed by the Contractor, and primarily for situations that are external to the contract, such as an extreme weather situation, or requests from a police authority to restrict staff and client movements.

Q14: *Some of the new templates reference the ability for the Province, on request, to access the Contractor's premises, facilities, Services and Records, but does not state that notice will be provided. Why?*

A: This provision reflects the ministry's legislative obligation to ensure client safety and well-being. It allows the Province, in exceptional circumstances, the ability to access premises and/or information when client safety or well-being is deemed at probable or imminent risk. While every effort will be made to provide notice to the Contractor, on rare occasions this may not be possible.

Q15: *The new templates state that 'the Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense'. Why is this provision required and in which circumstances will it be used?*

A: We recognize that service providers consistently deliver quality services to meet the needs of Albertans. However, there may be exceptional circumstances in which specific services aren't delivered as stated in the contract. This provision allows the Province, in these rare instances, to request that services be re-performed to ensure the needs of clients are met and contractual obligations are fulfilled.

Q16: *Some of the templates include new requirements for records and reporting. Why were these changes introduced and how do you respond to concerns about their impact on Contractor's costs and timelines?*

A: This new template reflects changes to records and reporting requirements to ensure consistency across the ministry and alignment with Government of Alberta standards. The requirement to retain records for 10 years following completion of a contract exceeds the standard of seven years set by the Canada Revenue Agency, and reflects a common Government of Alberta standard that takes into account other requirements, including privacy provisions.

The 90-day timeline to provide an Auditor's Report is consistent across ministry programs. In instances where the timeline or associated costs can be demonstrated to cause undue hardship, the service delivery region may consider an extension or amendment pursuant to Article 24.4.

Child and Youth Services Contract Templates

Q17: *Contractors have previously had a degree of flexibility to re-allocate funds between categories to address changing needs. Will the new determination of surplus requirements in the CYS and FSCD Block Funded contract template (Article 6.4) limit a Contractor's ability to be flexible and innovative with funding?*

A: These provisions ensure that surplus treatment is aligned with Government of Alberta standards and compliant with the *Financial Accountability Act*. The intention is that the Contractor will retain the ability to re-allocate excess funds during the term of the agreement, and that the Province and Contractor will engage in regular dialogue to ensure surplus is reduced and services are optimally provided. If, annually during the contract term or within one year after the contract ends, it is determined that a surplus exists, these funds will be returned to the Province.

Q18: *Article 7.4 states that "the Province is not liable for any deficit or any other financial loss incurred by the Contractor in the performance of the Contract". There have been instances where, through no fault of the Contractor, a child or youth receiving services has caused significant property damage. Will the Contractor be required to bear this cost?*

A: This provision is standard in Government of Alberta agreements and is required to ensure the Province does not assume financial losses from third parties. As per current practice, in exceptional circumstances such as this where loss is incurred directly by a client in the course of providing services, recovery of these costs would be discussed and negotiated between the Contractor and the Province in a collaborative fashion.

Q19: *Section 12 includes provisions relating to ownership of materials produced or acquired under the Contract. I have a contract with Human Services to deliver group care services and am also developing a group care model. Will my group care model be owned by the Province even though the Province is only paying for group care services?*

A: No. The 'material ownership' provisions relate only to materials generated, produced or acquired under the contract and which the Contractor was specifically contracted to develop or produce. If funding did not include the creation of intellectual property then that intellectual property would not be owned by the Province. For clarity, any materials or intellectual property generated under the Contract for which the Province intends to claim ownership must be identified in Schedule A.

Q20: *Article 12.4 states that the Contractor "irrevocably waives in whole all moral rights" related to material ownership. Please provide further explanation about this provision and in which circumstances it would be applied.*

A: Moral rights are the rights of the creator or author of intellectual property to the integrity of a work. When an author sells or assigns their intellectual property, they retain moral or integrity rights in how that work will be used. If a work is used in a way that offends the author's sense of integrity then it is said to violate his moral rights. Since these rights are personal and unique to the individual they can interfere with the owner's subsequent ability to use the work created for them.

For example, the Province agrees to pay for a particular intellectual property product, the product is created and the Province would like to use this intellectual property product to improve services to clients. If the moral rights of the creator are not dealt with then the Province is potentially limited in the use of the intellectual property product and in essence does not have free and clear ownership. Since moral rights cannot be assigned or sold in the same way as the intellectual property product can, they need to be waived in order for the Province to have free and clear ownership for the intellectual property it is paying for.

Alberta Works Contract Template

Q22: *The Alberta Works contracted service delivery model is tied closely to the schedules in our existing contracts. Have they changed? If so, how are they different?*

A: The contract template has been updated to align with Human Services and Service Alberta Contracting Centre of Excellence (CCOE) including some modifications to the definitions, personnel replacement (see Q 28-31) and applicable legislation (Q38) However, the schedules to the contract remain substantially the same.

Q23: *Alberta Works contract template - Compliance Clause 10: While compliance speaks to all laws and to Workers Compensation, it does not specifically address occupational safety legislation, employment standards, or the Personal Information Protection Act (PIPA), all of which have direct implications for Contractors providing labour market employment services. Is this legislation no longer relevant?*

A: The clause assumes compliance with all applicable legislation that impacts the services in the contract, including occupational safety legislation, employment standards and PIPA.