

**SASKATCHEWAN HOUSING CORPORATION  
AGREEMENT FOR SERVICES**

This AGREEMENT made this XX day of XXXXX, 2023

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF SASKATCHEWAN**, as represented by the Saskatchewan Housing Corporation (hereinafter referred to as the "Minister")

**OF THE FIRST PART**

-and-

**XXXXXXXXXX**  
(hereinafter referred to as the "Agency")

**OF THE SECOND PART**

**INTRODUCTION**

Whereas the Minister desires the delivery of certain Services (as specified in Appendix "B") at the location and for the period specified therein;

And whereas the Agency is capable of and prepared to deliver those services;

And whereas the Minister is authorized to enter into an Agreement for this purpose under the authority granted by section 15 of *The Saskatchewan Housing Corporation Act*.

Therefore, the Parties agree as follows:

**1.0 DEFINITIONS AND APPENDICES:**

1.1 In this Agreement:

- (a) **"Agency Budget"** means the itemized budget allocations of the Agency for delivery of the Services set forth in Appendix "A";
- (b) **"Agreement"** means this Agreement and includes all Appendices attached to this Agreement;

- (c) **“Client Records”** means file recordings, documents and information kept by the Agency which relate to the provision of Services by the Agency to its clients;
- (d) **“Fiscal Year”** means April 1<sup>st</sup> of one year up to and including March 31<sup>st</sup> of the next year;
- (e) **“Records”** means Client Records and Services Records;
- (f) **“Services”** means those Services set out in Appendix “B”, and unless otherwise indicated includes all labour, equipment, and materials which the Agency may require to provide the Services;
- (g) **“Services Records”** means all documents, books, accounts, and other information of the Agency relating to the provision of Services under this Agreement other than Client Records;
- (h) **“Surplus Funds”** means the money remaining at the end of a fiscal year from the payments the Agency has received from the Minister under this Agreement, after payment of all expenses related to the delivery of Services which are set out in the Agency Budget;
- (i) **“Term”** means the period this Agreement is to be in effect, as specified in section 2.1; and
- (j) **“Quarter”** or **“Quarterly”** means the three-month period in each fiscal year from April 1<sup>st</sup> to June 30<sup>th</sup>; July 1<sup>st</sup> to September 30<sup>th</sup>; October 1<sup>st</sup> to December 31<sup>st</sup>; and January 1<sup>st</sup> to March 31<sup>st</sup>.
- (k) **“The Ministry”** means the Ministry of Social Services.

1.2 The following Appendices are included and form part of this Agreement:

- (a) Appendix “A” - Agency Budget;
- (b) Appendix “B” - Services and Reporting Requirements;
- (c) Appendix “C” - Payment Schedule;
- (d) Appendix “D” - Criminal Record Checks and Vulnerable Sector Checks;
- (e) Appendix “E” - Confidentiality, Protection and Retention of Client Records and Service Records; and
- (f) Appendix “F” - Dispute Resolution;

## **2.0 TERM**

2.1 This Agreement will commence XXXXXX XX, 2023, and will expire XXXX XX, 2024.

## **3.0 FUTURE YEARS AUTHORIZATION**

3.1 The parties acknowledge that this Agreement does not create a binding and enforceable obligation to provide financial assistance until:

- (a) the Legislative Assembly of Saskatchewan has appropriated funds out of which the financial assistance may be paid in the fiscal year in which the payment is to be made pursuant to this Agreement; and
- (b) the Agency is capable of and prepared to deliver services specified in Appendix "B" for the period specified and has met the eligibility criteria with respect to the financial assistance as set out in Section 17.5.

## **4.0 SERVICES**

4.1 The Agency will provide the Services in accordance with the terms of this Agreement.

4.2 To deliver the Services the Agency will:

- (a) engage and utilize only suitable and qualified personnel;
- (b) obtain all licenses, approvals or permits which may be required; and
- (c) comply with all applicable laws, regulations, bylaws, or codes which may apply to the Services.

4.3 Any amendments to the Services shall be agreed upon between the Minister and the Agency. All amendments must be in writing and signed by the Agency and the Minister.

4.4 The Agency shall immediately notify the Minister if the requirements of this Agreement cannot be met by the Agency or if the Agency is unable to maintain adequate staff to provide the Services.

4.5 The Agency represents and warrants to the Minister that the Agency is a non-profit corporation validly registered and existing pursuant to *The Non-profit Corporations Act, 2022* (Saskatchewan) or *The Co-operatives Act, 1996* (Saskatchewan) and has (and will continue to have during the term of this Agreement) the relevant skills, experience, personnel, licenses, approvals, and permits to perform the Services.

## **5.0 PAYMENT**

- 5.1 Provided that the Agency performs the Services to the reasonable satisfaction of the Minister and in accordance with this Agreement, the Minister will pay the Agency for the Services as set forth in Appendix "C".
- 5.2 All payments made pursuant to this Agreement shall be used only for the purpose of providing the Services for which the payment was made, and the Agency shall promptly:
- (a) notify the Minister of the amount of any payments not used for the purpose of providing such Services; and
  - (b) unless otherwise directed by the Minister, refund such amounts in accordance with the Minister's directions.
- 5.3 The Agency is responsible for all expenses incurred over the approved budget (Appendix "A") and the Minister will not pay any additional amount to reimburse expenses.
- 5.4 The Agency agrees that all expenditures made by the Agency for Services shall be made in accordance with the allocations set out in the Agency Budget.
- 5.5 Where, in the opinion of the Minister, the Agency fails to comply with the provisions of this Agreement, the Minister may withhold any payments due to the Agency until such time as the Agency complies with this Agreement to the satisfaction of the Minister.
- 5.6 Unless otherwise specifically provided in the Agency Budget, payments made under this Agreement may not be used to pay board members of the Agency.

## **6.0 RECORDS, REPORTING AND ADMINISTRATION**

- 6.1 The Agency will keep complete and detailed Client Records as may be required to perform Services. The Agency agrees that the Client Records will:
- (a) contain the details specified in Appendix "B"; and
  - (b) be maintained and retained in accordance with the criteria listed in Appendix "B".
- 6.2 The Agency is responsible for and will maintain such Records as the Minister may require, including complete accounts and records of all revenues and expenditures pertaining to payments received and Services provided pursuant to

this Agreement which meet generally accepted accounting principles and practices, including all invoices, receipts and vouchers relating thereto. The Agency will maintain and retain the Records in accordance with the criteria listed in Appendix "B".

- 6.3 The Minister may conduct a review of the Services provided by the Agency to determine whether the Agency is complying with this Agreement or inspect any premises occupied by the Agency for the purposes of carrying out their obligations under this Agreement or any of the Agency's Records, at any reasonable time. The Agency agrees to co-operate and assist the Minister in any review, inspection, or evaluation process, and in particular agrees to make available to the Minister any of its Records, premises, employees that are related to the Services.
- 6.4 Without limiting the generality of section 6.3, the Minister may, at its own expense, audit or cause to be audited, the Records of the Agency. For the purposes of conducting this audit, the Agency shall:
- (a) allow the Minister or its auditors to have access to any premises used for the provision of Services or storage of Records;
  - (b) produce requested Records; and
  - (c) co-operate with the Minister or its auditors including making all employees of the Agency who carry out any portion of this Agreement or responsible for any decisions related to this Agreement available to the Minister.
- 6.5 The Agency will provide the Minister with any information or reports that the Minister may reasonably require, including the reports and information set out in Appendix "B" and in Appendix "D" in accordance with the timing, processes and criteria specified therein.
- 6.6 If this Agreement is terminated prior to the expiration of a period for which a payment for Services has been made, the Agency shall, within 90 days of such termination, refund to the Minister that part of the amount of all payments made for that period that equals the proportion that the days remaining in that period at the time of such termination bear to the total number of days in the period.

In the event of dissolution of the Agency, or the termination or non-renewal of this Agreement:

The Agency agrees to return to the Minister:

- (a) all monies provided under this Agreement which have not been spent in providing the Services and all property the acquisition of which was, in whole, funded by monies provided under this Agreement or previous Agreements for similar purposes. All capital and other assets acquired in whole through funding provided under this Agreement or previous Agreements for similar purposes shall be disposed of by the Agency in accordance with procedures approved by the Minister and the proceeds paid to the Minister;
- (b) all client documentation, reports, data, information, or material in any form produced or prepared by the Minister and in the possession of the Agency; and
- (c) where requested by the Minister to continue Service delivery, all Client Records of the Agency.

With regards to all property, capital, or other assets the acquisition of which was partially funded under this Agreement or previous Agreements for a similar purpose, the Agency agrees to pay to the Minister the equivalent of any said funding paid to the Agency within 90 days of termination of this Agreement.

6.7 The Agency shall complete and maintain:

- (a) a written set of minutes of all Board meetings; and
- (b) a written set of all policies and standards.

6.8 The Agency will comply with all applicable legislation, regulations and all policies, procedures and guidelines published or communicated by the Minister.

## **7.0 CRIMINAL RECORD CHECKS**

7.1 The Agency will ensure that all incumbents, employees, volunteers, and board members involved in the provision of Services provide the Agency with a Criminal Record Check, including a Vulnerable Sector Check if applicable, completed by an appropriate police service in accordance with the Criminal Record Check and Vulnerable Sector Check requirements attached as Appendix "D".

7.2 Where a person has been involved with the Agency in some capacity that requires him or her to have met and satisfied the government process and standards for a criminal record check there is no further requirement to do so pursuant to section 7.1.

## **8.0 CONFLICT OF INTEREST**

- 8.1 The Agency shall develop, approve, and follow a policy to prevent any conflict of interest between the private interests of employees, volunteers or board members and their respective responsibilities to clients or the public.

The policy must be consistent with the policy used by the Government of Saskatchewan (refer to the Saskatchewan Public Service Commission *Human Resource Manual*, [www.gov.sk.ca/psc/hrmanual](http://www.gov.sk.ca/psc/hrmanual), section PS 801).

- 8.2 The Agency shall, upon request of the Minister, demonstrate on an annual basis that the Agency has an effective conflict of interest policy in place, and that the Agency is conducting conflict of interest reviews according to such policy.

## 9.0 CONFIDENTIALITY

- 9.1 The Agency acknowledges that in the course of providing the Services, it will require and receive documents, data and other information from the Minister, including personal information within the meaning of *The Freedom of Information and Protection of Privacy Act* and/or personal health information within the meaning of *The Health Information Protection Act* (collectively referred to throughout this paragraph as “confidential information”). This confidential information will be included in Records that come into existence as a result of the provision of Services under this Agreement. In that regard, the Agency agrees that it will:

- (a) comply with all retention and disposal requirements for Records as set out in Appendix “E”;
- (b) protect and secure confidential information to ensure that it remains confidential;
- (c) not disclose the confidential information to any third party without the written authorization of the Minister except as may be required to perform the Services or to comply with the terms of Appendix “F”, or as may be authorized or required by law;
- (d) not use or disclose the confidential information for any purpose other than for the provision of the Services under this Agreement;
- (e) promptly return the confidential information to the Minister, if requested;
- (f) dispose of the confidential information in the manner described in Appendix “E,” and
- (g) provide evidence of secure records disposal practices as described in Appendix “E,” if requested by the Minister.

- 9.2 The Agency will establish policies and procedures for use by the Agency board members, employees and volunteers including:
- (a) privacy and security requirements relating to the collection, use and disclosure, and disposal of confidential information;
  - (b) reporting to the Minister any incident where the Agency has breached privacy, including notification requirements and risk mitigation; and
  - (c) acceptable use of social media and information technology.
- 9.3 The Agency shall only make the confidential information accessible to its board members, employees or volunteers who require it to perform the Services and shall ensure that such board members, employees, or volunteers are aware of and abide by the obligations of confidentiality under section 9.1 and the policies and procedures referred to in section 9.2.
- 9.4 The Agency shall immediately advise the Minister:
- (a) if the Agency knows or suspects that confidential information may have been compromised;
  - (b) if the Agency or an affiliated company of the Agency is served with an order, demand, warrant or any other document purporting to compel the production of any of the confidential information, including an order made pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT); or
  - (c) if the Agency becomes aware that any requirement of this Article 9.0 has been breached.

## **10.0 TERMINATION OF THE AGREEMENT**

- 10.1 Either party may terminate this Agreement, without cause, by giving the other party at least 90 days' written notice.
- 10.2 On the happening of any of the following events:
- (a) the Agency failing to comply with the terms of this Agreement;
  - (b) the Agency declaring insolvency or bankruptcy or making an assignment for the benefit of creditors, or a receiver or liquidator of its business or property is appointed;
  - (c) the Agency failing to comply with any legislation applicable to the Agency, the Services the Agency is delivering or any legislation governing the rights of the clients of the Agency; or

- (d) the Agency failing to obtain Criminal Record Checks as required by Article 7.0;

The minister shall provide written notice to the Agency. The Agency shall have 15 days from the date of written notification to cure such breach. If the Agency fails to cure such breach to the satisfaction of the Minister, the Minister may exercise any of the options described in section 10.3. Notwithstanding the foregoing, if a breach is likely to cause harm to any person, the Minister may immediately exercise any of the options described in section 10.3.

- 10.3 On the occurrence of any event described in section 10.2, the Minister may:
  - (a) provide the Agency a further period in which the Agency shall comply with the terms of this Agreement; or
  - (b) by written notice to the Agency, terminate this Agreement.
- 10.4 Where the Minister provides the Agency with a further period to comply with this Agreement pursuant to clause 10.3 (b), and the Agency fails to comply with this Agreement within that period, the Minister may exercise any of the options described in section 10.3.
- 10.5 Where the Minister receives a notice pursuant to section 4.4, the Minister may:
  - (a) exercise any of the options described in section 10.3; and/or
  - (b) replace the Agency with another service provider to perform the Services for the remaining period of this Agreement (in which case, the Agency hereby covenants and agrees to forthwith assign its rights and obligations under this Agreement to such replacement service provider), or for a temporary period of time as may be required, and deduct from any payments payable to the Agency the costs for the replacement services contracted.
- 10.6 Waiver by the Minister of the Agency's failure to comply with any terms of this Agreement shall not be deemed to be a waiver of any subsequent failure to comply nor a waiver of any other terms of this Agreement. Waiver by the Minister of the Agency's failure to comply with this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing and signed by the Minister.
- 10.7 The rights and remedies of the Minister provided in this Article 10.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 10.8 Subject to the other provisions of this Agreement, in the event that this Agreement is terminated prior to expiration, the Agency shall be entitled to payment for Services provided prior to the date of termination.
- 10.9 Provisions which, by their nature and effect are necessary to survive the termination or expiration of this Agreement shall do so, and for greater certainty shall include the following provisions:
- (a) Article 5.0, sections 5.3, 5.4 and 5.7;
  - (b) Article 6.0;
  - (c) Article 9.0;
  - (d) Article 10.0, sections 10.10 or 10.11 (surplus provisions); and
  - (e) Article 14.0.

## **11.0 DISPUTE RESOLUTION**

### **11.1 Multi-Step Clause – NEGOTIATION/MEDIATION/ARBITRATION**

If any dispute, controversy, or claim arises out of or occurs between the parties relating to the application, interpretation, implementation, termination, validity or breach of this Agreement and the parties do not resolve some or all the dispute through discussions then:

A written notice containing a request to negotiate shall be given by either party to the other party. This notice shall be given promptly to prevent further damage resulting from the delay and shall specify the issue(s) in dispute.

Negotiations shall occur between representatives of the Saskatchewan Housing Corporation (on behalf of the Minister) and the Agency.

The parties shall attempt in good faith to resolve any dispute outlined in the written notice to negotiate between themselves, including at least five (5) negotiation sessions within thirty (30) days from the notice to commence negotiation. If the parties do not resolve some or all the issue(s) in dispute after five (5) negotiation sessions within thirty (30) days from the notice to commence negotiation, the parties agree to attempt to resolve those issue(s) through mediation.

The parties further agree that all offers, promises, conduct and statements whether oral or written made during negotiations by any of the parties, agents, employees, lawyers, and experts and by the mediator and any employees are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceedings involving the parties. However, evidence that is independently admissible or discoverable shall not be

rendered inadmissible or non-discoverable by virtue of its use during negotiations or mediation.

If the parties do not resolve some or all the issue(s) in dispute within thirty (30) days after notice has been given, then the parties agree to attempt to resolve the dispute through mediation, in accordance with the Terms of Mediation set out in Schedule F to this agreement.

If the parties do not resolve all the issue(s) in dispute through mediation, then within thirty (30) days from the date of the mediator's report, the parties shall submit those issue(s) to binding arbitration pursuant to the Commercial Arbitration Act and Commercial Arbitration Code annexed thereto (R.S.C. 1985, ch. 17 (2nd Supp.) as am.); and  
The parties agree to the specific Terms of Arbitration as set forth in Schedule F to this agreement.

## **12.0 BUSINESS CONTINUITY**

- 12.1 To ensure that the public interest in the provision of Services is always protected, the Agency will establish a business continuity plan for continuation of Services should events arise which may be expected to result in an interruption in the delivery of Services. By way of example, but without limiting the generality of the forgoing, events which may trigger the plan are labour strikes, terrorism threats, floods, pandemic illness, and other emergency situations which may impact the ability of the Agency to deliver Services.

## **13.0 NON-LIABILITY OF THE MINISTER**

- 13.1 The Minister's responsibility and liability with respect to the Services to be provided by the Agency pursuant to this Agreement is limited solely to the payments to be made by the Minister in accordance with the terms of this Agreement, and under no circumstances shall the Minister be liable for any indirect, consequential, special, economic, opportunity or punitive losses.

## **14.0 INDEMNIFICATION AND INSURANCE**

- 14.1 The Agency will indemnify and save harmless the Minister, its officers, employees, and agents from and against any claims, liabilities, demands, costs, expenses, and causes of action of any nature whatsoever that may be made against the Minister, its officers, employees, and agents:

- (a) arising out of the breach or failure to perform any provision of this Agreement by the Agency, its officers, employees, contractors, or its agents; or
- (b) relating to injury (including death) to persons or loss of or damage to property arising out of any act or omission by the Agency, its officers, employees, contractors, or its agents in performing the Services.

14.2 The Agency shall maintain insurance covering:

- (a) General Liability Insurance covering premises and operations liability, non-owned automobile, elevators (if applicable);
- (b) Completed Operations Liability;
- (c) Contractual Liability;
- (d) Vehicle liability insurance covering all owned vehicles used by the Agency to provide Services; And
- (e) Building (fire) insurance for full replacement of any buildings, as well as any contents contained therein.

The Limit of Liability, for each policy, shall be not less than five million dollars (\$5,000,000) per occurrence. The Government of Saskatchewan shall be added as Additional Insured to all the policies described in this section.

14.3 The Agency will provide evidence of the required insurance at the request of the Minister.

14.4 All insurance policies shall be with insurance companies licensed to do business in Saskatchewan.

## **15.0 INDEPENDENT CONTRACTOR**

15.1 The Agency expressly acknowledges and agrees that it has no authority to act as an agent of the Government of Saskatchewan or the Minister and will not hold itself out as such an agent.

15.2 The Agency is responsible for making any and all payments and remittances that shall be required for GST (Goods and Services Tax), or under the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Canada Pension Plan Act* (Canada), the *Income Tax Act* (Saskatchewan), *The Workers' Compensation Act, 2013* (Saskatchewan), *The Saskatchewan Employment Act* (Saskatchewan) or any other similar statute of Canada or a province or territory thereof, in connection with the performance of the Services. The Agency hereby covenants and agrees that such remittances will be made in strict accordance with its statutory obligations.

- 15.3 The Agency shall indemnify and hold harmless the Minister from:
- (a) any and all liability for any tax, assessment, penalty, interest, wages, or any other amount of any kind whatsoever, arising under one or more of the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Canada Pension Plan Act* (Canada), the *Income Tax Act* (Saskatchewan), *The Workers' Compensation Act, 2013* (Saskatchewan), *The Saskatchewan Employment Act* (Saskatchewan) or any other similar statute of Canada or a province or territory thereof that may arise in connection with the performance of Services; and
  - (b) any and all costs, charges, legal fees, and expenses reasonably incurred by the Agency or such persons as aforesaid in connection with defending any civil, criminal, statutory or administrative action, proceeding or other remedy with respect to any such alleged liability.

## **16.0 ASSIGNMENT AND SUBCONTRACTING**

- 16.1 Without the prior written consent of the Minister, the Agency shall not:
- (a) assign, either directly or indirectly, this Agreement or any right under this Agreement; or
  - (b) subcontract any obligations of the Agency under this Agreement.

For greater certainty, the Minister may assign this Agreement at any time without the prior written consent of the Agency.

- 16.2 Any subcontract entered into by the Agency shall not relieve the Agency of any of its obligations under this Agreement or impose any obligation or liability upon the Minister to any such subcontractor.

## **17.0 GENERAL**

- 17.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 17.2 Any notice pursuant to this Agreement shall be given by registered mail, courier, facsimile, or electronic transmission addressed to the relevant party as follows:

Saskatchewan Housing Corporation  
Attention: Director, Third Party Operations

11-1920, Broad Street, Regina, SK S4P 3V6

Agency Address

- 17.3 This Agreement, its appendices and any subsequent amendments contain the entire agreement between the parties. There are no undertakings, representations or promises expressed or implied between the parties other than those contained in this Agreement, its appendices, and any subsequent amendments.
- 17.4 This Agreement may be amended at any time by the Parties. No amendment, changes to, or modification of this Agreement will be valid unless in writing and signed by both parties.
- 17.5 The Agency agrees that it shall at all times maintain itself in good standing as a registered non-profit corporation in Saskatchewan pursuant to *The Non-profit Corporations Act, 2022* (Saskatchewan) or *The Co-operatives Act, 1996*, as the case may be, and shall comply with all requirements under such legislation.
- 17.6 Time shall be of the essence hereof.

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
President, Saskatchewan Housing Corporation

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Executive Director,  
Saskatchewan Housing Corporation

**APPENDIX "A"**

**AGENCY BUDGET**

**AGENCY:** XXXXXXXX (the "Agency")  
**PROGRAM:** Enhanced Emergency Shelter Services  
**LOCATION:** TBD  
**EFFECTIVE DATE:** XXXXX XX, 2023

Agency budgets will be provided to and approved by Saskatchewan Housing Corporation.

The Minister agrees to pay the Agency for Services based on the approved budget up to \$XXX for salary and non-salary operational costs in accordance with Appendix "C" for the period XXXX XX, 2023, through XXXX XX, 2024.

## APPENDIX "B"

### SERVICES AND REPORTING REQUIREMENTS

**AGENCY:** XXXXXXX (the "Agency")  
**PROGRAM:** Enhanced Emergency Shelter Services  
**LOCATION:** TBD  
**EFFECTIVE DATE:** XXXXX XX, 2023

#### PROGRAM OVERVIEW

The expectation of the Agency outlined in this agreement is to provide a low-barrier enhanced emergency shelter for people who request service and do not have the means or resources to meet their immediate accommodation and meal needs.

The enhanced emergency shelter will aim to improve clients' overall health and wellness with the goal of transitioning clients to safe, stable housing that best addresses their shelter needs.

#### ENHANCED EMERGENCY SHELTER SERVICES

1. The Agency shall provide XX spaces that provide the following services for the benefit of clients:
  - (a) Provision of 24-hour accommodation and three daily healthy meal choices for each client, complying with Saskatchewan Food and Safety Standards.
  - (b) Provision of a safe and non-judgmental environment, free from harassment, abuse, discrimination, and violence.
  - (c) Onsite case managers and additional staff resources to provide clients with:
    - i. individualized case plans, within seven days;
    - ii. programming, including supportive and culturally relevant counseling;
    - iii. referrals to support services such addiction, mental health, and trauma services;
    - iv. connection to federal and/or provincial income supports and/or trusteeship;
    - v. connection to primary health services;
    - vi. assistance obtaining identification documents;

- vii. arrangement of appointment bookings for clients; and,
    - viii. support to obtain suitable housing that best addresses their shelter needs.
  - (d) Provide client meeting space for onsite primary health and income assistance services, in collaboration with The Ministry and the Saskatchewan Health Authority.
  - (e) Conduct follow-up on behalf of clients referred to programs and services.
- 2. The Agency shall transition clients to suitable housing that best addresses their shelter needs as soon as possible. There is no prescribed limit to the length of time a client may stay in an enhanced emergency shelter. Lengths of stay will be determined on a case-by-case basis.
  - (a) The Agency will meet with clients to review and update their case plan, as needed, for the duration of the client's shelter stay.
  - (b) After thirty (30) days, the Agency will review the client's case plan to identify the barriers of transitioning the client and reassess as required.

#### **OCCUPANCY**

- 3. The Agency shall limit vacancies when possible and collaborate with other agencies to ensure maximum utilization of shelter spaces.
- 4. The Agency shall accept client referrals, including referrals from the Ministry and other organizations.
- 5. Should a client be turned away due to occupancy levels, efforts will be made to connect the client to another shelter or after-hour emergency service-

#### **SERIOUS INCIDENT**

- 6. In the event of any serious incident, the Agency shall within 24 hours notify the Ministry in writing by email to the Director, Third Party Operations. The report must describe the incident that occurred, including its location and timing, and must not contain any "confidential information" as described in section 9.1 of this Agreement.
  - (a) A "serious incident" is an event that compromises the health and safety of the occupants while services are being provided, including but not limited to any incident that involves death, fire, serious physical and/or sexual assaults, serious accidental injuries, attempted suicide requiring medical attention or the possession or use of a weapon.

- (b) The Agency shall, within 15 days of notifying the Ministry of any serious incident, submit an action plan by email to the Director, Third Party Operations.
- (c) The action plan shall:
  - i. describe the incident that occurred, including its location and timing, and must not contain any “confidential information” as described in section 9.1 of this Agreement; and
  - ii. explain what steps the Agency will take to prevent future serious incidents.

### **FACILITY MANAGEMENT**

- 7. The Agency shall ensure the facility is open at all reasonable times for inspection, examination, and to provide services to clients by:
  - (a) the Minister;
  - (b) the Ministry and its employees;
  - (c) any representative of the Fire Commissioner;
  - (d) any public health official; or
  - (e) any representative of the City of XXXXX.
- 8. The Agency shall maintain the facility in sound repair, suitably furnish the facility and remove any outdoor waste as per the relevant municipal bylaws.
- 9. For the term of this Agreement, the Agency will permit access to the facility occupied by the Agency to:
  - (a) employees of the Ministry and the Ministry of Corrections, Policing and Public Safety for the purposes of providing client support; and,
  - (b) employees of the Saskatchewan Health Authority for the purposes of providing health services.

## REPORTING REQUIREMENTS

10. The Agency shall complete intake information immediately upon admission to the shelter and make the information available to the Ministry weekly or as requested. Complete intake forms shall include, at minimum:
  - (a) Legal name
  - (b) Date of birth
  - (c) Gender
  - (d) Source(s) of income
  - (e) Identification verification (if available)
  - (f) Encourage Indigenous self-identification (First Nations, Inuit, or Métis)
  
11. The Agency will track the following in the reporting format provided by the Ministry and submit to the Ministry, upon request:
  - (g) Number of unique clients;
  - (h) Clients' length of stay, and number of stays;
  - (i) Reason client leaves, if known;
  - (j) Number of active case plans;
  - (k) Closed or inactive case plans and reason;
  - (l) Onsite support services provided to clients;
  - (m) Number of hours and type of service provided onsite;
  - (n) Number and type of external referrals to other service providers;
  - (o) Number of emergency calls to police, fire, ambulance;
  - (p) Number of overdose interventions given;
  - (q) Number of referrals received, and number accepted from other agencies;
  - (r) Number of individuals denied access to shelter and the reason.
  
12. Clients' information will be collected, used, or shared to enable the Ministry verify services received by Clients and/or audit and evaluate the effectiveness of this project. The Agency will complete all relevant consent forms with clients.
  
13. The Agency shall work with the Ministry to develop reporting standards and processes. Reporting requirements may be adjusted through the term of the contract. Failure to comply with reporting may be considered as a reason for termination of this Agreement.
  
14. The Agency must work with program evaluators, at the discretion of the Ministry. Evaluations may be carried out by Ministry staff or independent evaluators. Evaluations are performed to measure program outcomes to ensure consistency with program objectives, or to evaluate process and procedures to assess service delivery standards, and alignment with best practice.

15. The Agency will work with the Ministry to coordinate communications regarding the services and funding outlined in this agreement.

16. The Ministry agrees to:

- (a) Make payment to the Agency in accordance with Appendix “C” of this Agreement, subject to the remaining terms of this Agreement.

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## APPENDIX "C"

### PAYMENT SCHEDULE

Pursuant to Article 5.0 of the Agreement:

1. The Minister will pay to the Agency for the provision of the Services:
  - (a) the amount specified in Appendix "A"
2. The amounts payable by the Minister pursuant to section 5.1 of the Agreement will be paid as follows:
  - (a) The first instalment of \$XXXXX will be paid upon receipt of a signed Agreement; and
  - (b) The remaining funding of \$XXXX shall be paid in XXX (X) monthly instalments of \$XXXXX on the 1<sup>st</sup> of the month, or as soon as practicable thereafter, starting on XXXXX X, 2024, and ending XXXXX X, 2024.
3. All financial assistance provided pursuant to this Agreement may only be expended by the Agency to provide the Services and only in accordance with the Budget attached as Appendix "A."

## APPENDIX "D"

### CRIMINAL RECORD CHECKS AND VULNERABLE SECTOR CHECKS

Pursuant to Article 7.0 of the Agreement:

The Agency shall develop, implement, and maintain policies, procedures, and processes to ensure a safe environment exists for clients receiving services and for persons involved in the provision of those Services.

#### DEFINITIONS

- (a) **"Check(s)"** means the Criminal Record Check and, when applicable, the Vulnerable Sector Check;
- (b) **"Criminal Record Check"** means a search by the appropriate police service against their records and the national database indicating whether or not a criminal record may exist or if there are criminal charges pending. If a criminal record check indicates a criminal record "may or may not exist," fingerprints shall be required to confirm the identity of the individual and complete the criminal record check requirements;
- (c) **"Criminal Record"** means a record of the criminal offenses, including sexual offenses, found during a criminal record check or vulnerable sector check search;
- (d) **"Declaration Form"** means a Criminal Record Check Declaration Form or a Criminal Record Check Declaration Form and Vulnerable Sector Check Declaration Form;
- (e) **"Vulnerable Clients"** means clients who may be considered vulnerable due to their age, disability, or other circumstances which may put the client in a position of dependence on others or at a greater risk of being harmed by a person in a position of authority or trust, pursuant to the *Criminal Records Act*; and
- (f) **"Vulnerable Sector Check"** means an additional record search by the appropriate police service that is required for individuals responsible for the care of or intervention with vulnerable clients indicating whether or not a sexual offense may exist or if charges are pending.

## 1.0 Criminal Record Check Requirements

- 1.1 The Agency shall ensure that all incumbents, board members, employees, and volunteers involved in the provision of Services, provide the Agency with a Criminal Record Check and, when applicable, a Vulnerable Sector Check pursuant to section 1.2 of this Appendix, completed by an appropriate police service.
- 1.2 A Vulnerable Sector Check will be required when the Agency expects the incumbent, employee, volunteer, or board member to be responsible for the care of or intervention with vulnerable clients. Specific written consent is required from the individual and must be provided to the police service for this additional record search.
- 1.3 Where necessary, a Criminal Record Check Declaration Form or, when applicable, a Criminal Record Check and Vulnerable Sector Check Declaration Form may be provided to incumbents, employees, volunteers, or board members while the required Criminal Record Check and, when applicable, Vulnerable Sector Check is being processed. This form will allow the incumbent, employee, volunteer, or board member to self-declare whether a Criminal Record or dealings with the criminal justice system exist as set out in section 1.6 of this Appendix. A conditional letter of offer for employment shall be extended to an incumbent based upon a satisfactory Declaration Form.
- 1.4 The Agency shall inform all individuals involved in the provision of Services that they are required to disclose any subsequent dealing with the criminal justice system including when they become aware that they are: under investigation for an alleged criminal offence; charged with or awaiting court disposition of a criminal offence; a respondent under *The Victims of Domestic Violence Act*; or a defendant under section 810 (peace bond) of the *Criminal Code*.
- 1.5 The Minister is not responsible for any costs associated with obtaining the Criminal Record Check or Vulnerable Sector Check.
- 1.6 The Agency shall maintain a written log outlining the individuals who have completed a Criminal Record Check and Vulnerable Sector Check as described in section 3.2 of this Appendix. The log shall be provided to the Minister upon request.
- 1.7 The Agency shall maintain confidentiality with respect to the information obtained from the Criminal Record Check and, when applicable, Vulnerable Sector Check and is subject to *The Freedom of Information and Protection of Privacy Act*. Failing to maintain confidentiality is a breach of this Agreement and may result in the termination of this Agreement.

## **2.0 Use of Criminal Record Check Findings**

- 2.1 The Agency shall develop a set of criteria to guide acceptance or denial based on the outcome of the Criminal Record Check and Vulnerable Sector Check, when required, for new or existing board members, employees or volunteers involved in the provision of Services.
- 2.2 The following provision will, as a minimum, form part of the criteria to be developed:
- (a) The Agency shall ensure that during the term of this Agreement, no person shall be employed as an employee or serve as a board member or volunteer in the provision of Services, who has been convicted of a criminal offence relating to acts of violence, sexual assault, intimidation, criminal harassment, uttering threats, or fraud for which offence the person is not eligible to seek a pardon under the Criminal Records Act.
- 2.3 Upon request, the Agency shall provide the Minister with a copy of the criteria developed.
- 2.4 The Agency shall be solely responsible for any decisions made regarding the involvement of board members, employees, or volunteers, in the provision of Services in accordance with section 2.1 of this Appendix.

## **3.0 Record Keeping**

- 3.1. The Agency shall review the completed Criminal Record Check and, when applicable, Vulnerable Sector Check and shall record whether the Criminal Record Check or, when applicable, Vulnerable Sector Check indicates that the board member, employee, or volunteer has a Criminal Record or dealings with the criminal justice system and why the person was accepted or denied as described in section 3.2 of this Appendix.
- 3.2 The Agency shall maintain a written log, recording all Criminal Record Check requests and, when applicable, Vulnerable Sector Check requests. The log shall contain the following information:
- (a) name of applicant;
- (b) date of initial receipt by the Agency of the completed Check(s) endorsed by the appropriate police service;
- (c) outcome of the Check(s); and
- (d) if a criminal record exists, a record of the reasons for the applicant being denied employment.
- 3.3 The Agency is responsible for any information obtained under Article 3.0 of this Appendix pursuant to The Freedom of Information and Protection of Privacy Act. The

Agency shall retain information obtained from the Criminal Record Check and, when applicable, Vulnerable Sector Check and Criminal Record in secure file cabinets or rooms which are locked when not directly under the control of a person authorized by the Agency. The Criminal Record Checks, Vulnerable Sector Checks and Criminal Records may either be retained securely by the agency and provided to the person upon request or returned to the person.

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## APPENDIX "E"

### CONFIDENTIALITY, PROTECTION AND RETENTION OF CLIENT RECORDS AND SERVICE RECORDS

1. The Agency has control and custody of the Records that come into existence as a result of the provision of Services pursuant to this Agreement and is responsible for maintaining the confidentiality of the Records by securely storing and disposing of them. The following criteria must be met:
  - (a) The Agency shall establish and abide by retention periods for Records in their custody and control. Disposal of paper Records that have satisfied their retention requirements should be completed according to generally accepted best practices or completed by a bonded, secure records disposal company.
  - (b) Disposal of electronic devices or electronic Records that have satisfied their retention requirements should be completed according to generally accepted best practices or by a bonded, secure destruction company.
  - (c) Disposal of all paper Records, electronic Records and electronic devices must be documented and that record of disposal (also known as a destruction certificate) should be kept permanently to demonstrate proof of lawful disposal for future reference.
2. The Agency may request that the Minister assist with the development of a plan that enables the Agency to abide by record keeping requirements.
3. Upon the expiration or termination of this Agreement, the Agency will protect any Records that come into existence as a result of the provision of Services pursuant to this Agreement until such time as they are securely disposed of by the Agency.

**APPENDIX "F"**  
**DISPUTE RESOLUTION**

**SCHEDULE F – NEGOTIATION / MEDIATION/ARBITRATION**  
**(ALL INCLUSIVE)**

If any dispute, controversy, or claim arises out of or occurs between the parties relating to the application, interpretation, implementation, termination, validity or breach of this agreement, and the parties do not resolve some or all the dispute through discussions then:

1. Either party may provide to the other written notice containing a request to negotiate. This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.
2. The parties shall attempt in good faith to resolve any dispute outlined in the written notice to negotiate between themselves, including at least five (5) negotiation sessions within thirty (30) days from the notice to commence negotiation. If the parties do not resolve some or all the issues in dispute after five (5) negotiation sessions within thirty (30) days from the notice to commence negotiation, the parties agree to attempt to resolve those issues through mediation.
3. The parties agree to jointly select a mediator. If they are unable to do so, then a mediator will be chosen, upon application by the parties, by the ADR Institute of Saskatchewan.
4. The parties further agree that all offers, promises, conduct and statements whether oral or written made in the course of negotiations by any of the parties, agents, employees, lawyers, and experts and by the mediator and any employees are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceedings involving the parties. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiation or mediation.
5. The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to resolve the dispute or will have a rapid means of obtaining the requisite authorization.
6. The parties agree that they shall use commercially reasonable efforts to schedule the mediation and participate in the mediation proceedings.
7. The place of the mediation shall be in the City of Regina.

8. The language of the mediation shall be English.
9. The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of a meeting room, if any, shall be borne equally by the parties.
10. If within thirty (30) days of the appointment of the mediator, the parties do not resolve some or all the issues in dispute, the parties shall submit those issues in dispute to binding arbitration pursuant to the Commercial Arbitration Act and Commercial Arbitration Code (R.S.C 1985, ch. 17 (2nd Supp.), as am.)

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