



Operational Policies and Procedures Handbook 2020 - 2023



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Introduction

Purpose of the Operational Policy and Procedure Handbook

The purpose of the Handbook is to set forth the formal operational policies and procedures of the Edmonton and area Fetal Alcohol Network Society, also known as EFAN. This direction setting document serves to guide the Society Board of Directors, known as the 'Leadership Team', the Executive Board Officers, Members of the Society, Volunteers, and those contracted to the Network.

All parties shall be responsible for the implementation of the approved operational policies and procedures. The Network shall comply with all applicable federal and provincial acts and regulations concerning the operation of its programs and services.

In cases where a policy or procedure of the Network contravenes any of the above acts and regulations, the disputed act or regulation shall take precedence and the policy or procedure shall be amended to comply.

The operational policies and procedures developed in this handbook were written to comply with the Alberta FASD Service Network Program Operational Grant Policies but are reflective of the Network as a whole.

Governance

Terms of Reference

MISSION: To provide community-driven services across the lifespan for FASD prevention, assessment and intervention, and supports for individuals and their caregivers.

VISION: Communities are supported with a comprehensive and coordinated response to Fetal Alcohol Spectrum Disorder.

GOALS:

<p>1. Supports and Services</p> <p>To provide individuals, families and communities with a continuum of interventions from a developmental lifespan perspective that meet their needs at all ages and stages of life.</p>	<p>2. Knowledge Sharing & Education</p> <p>To provide access to information and resources while developing and delivering evidence-based education and training to the community.</p>	<p>3. Community Engagement & Strategic Partnerships</p> <p>To nurture and maintain connections and partnerships with communities, agencies, and all levels of government.</p>
<p>4. Policy & Collaboration</p> <p>To help create a voice for and alongside people impacted by an FASD, including individuals with FASD, caregivers, families and communities.</p>	<p>5. Research & Action</p> <p>To inform, participate, and disseminate research and contribute to the development of best-practice interventions.</p>	

GUIDING PRINCIPLES

The Network operational policies and procedures and service delivery model are based on the following principles:

Develop a collaborative and flexible approach: The Network promotes collaboration among stakeholders at the government, agency, and community levels, within an environment that is flexible and responsive to unique local needs.

Align with identified direction setting documents: Development, implementation, and ongoing improvement of the Network and its operations is informed by provincial strategic directions established by the Government of Alberta, FASD Cross Ministry Committee (FASD CMC) and Alberta’s FASD community at the national, regional, and local levels.

In partnering with the Government of Alberta and FASD Cross Ministry Committee, the Network has identified several direction setting documents that are considered in the development and implementation of all Network actions and contracted services and supports. These include:

- **Year 5, Year 7 and Year 10 Evaluations of the FASD 10 Year Strategic Plan** (Government of Alberta).
- **FASD Across the Lifespan, FASD Strategic and Operational Plan** (AB FASD Cross Ministry Committee, 2018/2019).
- **FASD Service Network Program: Operating Grant Policies** (AB FASD Cross Ministry Committee, 2019).
- **Fetal alcohol spectrum disorder: a guideline for diagnosis across the lifespan** ([Cook et al 2015](#)).
- **Best Practices for FASD Service Delivery: Guide and Evaluation Toolkit** (Pei et al., 2015).

- **Towards Healthy Outcomes for Individuals With FASD** (Pei et al., 2019).
- **Fetal Alcohol Spectrum Disorder (FASD) Prevention: Canadian Perspectives** (Poole, 2008).
- **Gender-Based Analysis Plus (GBA+)** (Government of Canada).
- **Truth and Reconciliation Commission of Canada: Calls to Action**, especially Recommendation #33 (development of FASD preventive programs in collaboration with Aboriginal people and delivered in a culturally appropriate manner) and Recommendation #34 (reform of the criminal justice system to better address the needs of offenders with FASD).
- **United Nations Declaration on the Rights of Indigenous Peoples** (United Nations).
- **OCAP[®] : Ownership, Control, Access and Possession** (First Nations Information Governance Centre).
- **Convention on the Rights of Persons with Disabilities** (United Nations).
- **FASD and Access to Justice: Final Report to Federal/Provincial/Territorial Ministers Responsible for Justice and Public Safety** (Justice Canada).
- **Consensus Statement on FASD – Across the Lifespan, 2009** (Institute of Health Economics).
- **Consensus Statement on Legal Issues of FASD, 2013** (Institute of Health Economics).

Focus on accountability and transparency: The Network will be managed in a fiscally responsible and transparent manner, including regular reporting of FASD activities and measurable results to stakeholders.

Building on existing capacity to address identified needs: The Network will enhance and align with existing service provision and facilitate development of new services where none currently exist.

Use the GBA+ lens to inform services and operations: The Network operations, programs and services will be informed by a GBA+ lens to ensure they are equally accessible to individuals of all genders and other intersecting identity factors, such as age, education, language, geography, culture, and income.

Integrated delivery of FASD-informed supports across the lifespan: FASD is a full-body, lifespan disorder that requires access to FASD-informed services across all intersecting systems to support individuals with FASD to reach their full potential at every stage of life. From a developmental lifespan perspective, the Network will provide a continuum of supports and services that meet people when and where they are at, from pre-conception to death.

Prevention of FASD: Alberta has adopted a Canadian FASD prevention model that focuses on providing a continuum of care and support for women, where all strategies are considered preventative (Poole, 2008). This model has four mutually reinforcing strategies that focus on assisting women to improve their health and the health of their children with support from family, support networks, services and community. Women are supported to prevent future alcohol-exposed pregnancies, individuals with FASD are supported to reach their full potential, and caregivers are supported to safeguard their wellbeing.

FASD-informed workforce: Professionals in every intersecting system in every community are trained to prevent alcohol-exposed pregnancies, to refer individuals who may have FASD for assessment and diagnosis, and to deliver FASD-informed supports.

Evidence-informed practice: FASD supports and services are developed and continuously improved based on research and evaluation.

Strength-based: Every individual with FASD has unique strengths and capabilities. Fostering capacity supports individuals with FASD to live meaningful and fulfilling lives. The Network will provide services to individuals, families, and communities that emphasize self-determination and strength.

Culturally-informed: FASD is a population-wide health and social issue that impacts every community. Collaboration with families and communities is essential to developing culturally-informed FASD supports that respect diversity.

Trauma-informed practice: FASD-informed services include trauma-informed practices that discuss the connections between trauma, mental health and substance use in the course of work with all clients; identify trauma symptoms or adaptations; and offer supports and strategies that increase safety and support connection to services (BC Provincial Mental Health and Substance Use Planning Council, 2013).

Diagnosis is a gateway to supports: Individuals with FASD are provided access to services based on diagnostic recommendations and access to reassessment at key transition points during their lives.

A complete picture of FASD in Alberta: A centralized FASD data collection and analysis system supports evaluation and research to monitor the effective delivery of prevention and FASD-informed supports across all intersecting systems.

MEMBERSHIP

Membership is open to groups and individuals who are committed to the mission, vision and goals of the Network and who declare an interest in FASD service provision or support the FASD community. The Network strives to recruit members from diverse communities who are representative of the Edmonton and surrounding area.

BOARD OF DIRECTORS

The Network is governed by a Board of Directors that is accountable to the Alberta FASD Service Network Program and FASD Cross Ministry Committee.

LIABILITY INSURANCE

The Network carries liability insurance to protect its Board of Directors.

FUNDING GUIDELINES

As a condition of funding, the Network fulfills the requirements set out by its funder, the Alberta FASD Service Network Program and Alberta FASD Cross Ministry Committee.

The Network distributes funding by awarding contracts to applicants who are deemed the best-suited to provide the services specified in a Request for Proposal.

A contract between the Network and a service provider will be renewed if the service provider has demonstrated the ability to meet the contract deliverables as specified in the Letter of Agreement, the support and service remains essential to the community, and the Network is in receipt of funding.

NETWORK COORDINATOR

A Network Coordinator is contracted to provide leadership, manage projects and contracts, and direct the ongoing development of the Network as specified in the Letter of Agreement.

FINANCIAL ACCOUNTABILITY

An incorporated entity is contracted to serve as Banker and holds funds granted to the Network for specific initiatives. A financial audit is performed annually.

Governance

Policy and Procedure Review and Revision

Policy:

The Network maintains up-to-date operational policies and procedures that provide effective guidance for the Network.

Procedure:

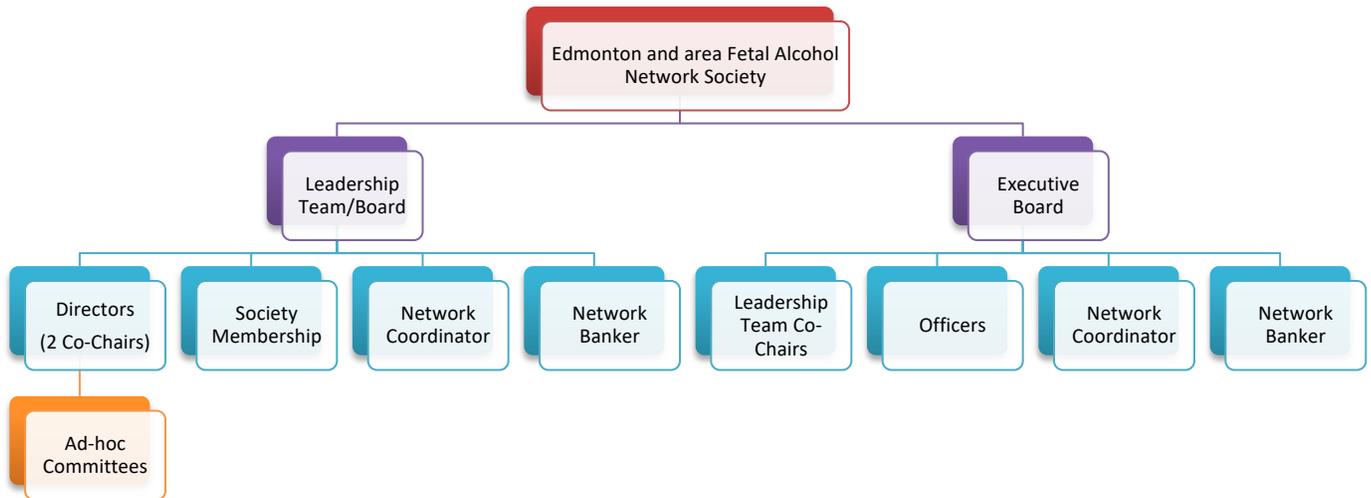
1. The Network Leadership Team is responsible for the development, review, and revision of the operational policies and procedures.
2. The Network Coordinator, Co-Chairs, Leadership Team, and Executive Board may identify specific policies and procedures in need of review and/or revision, and will ask the Leadership Team to proceed with the review and/or revision.
3. The Leadership Team will undertake a comprehensive review of all operational policies and procedures every three years.
4. Any revisions to the operational policies and procedures have to be approved by the Leadership Team.
5. The Master Copy of the operational policies and procedures will be retained by the Network Coordinator on behalf of the Network.

Governance

Statement of Governance

Ownership of the Edmonton and area Fetal Alcohol Network Society belongs to the membership. Members will delegate when necessary to ad hoc committees and individual persons to complete specific tasks. Members will retain a governance output versus a management role with each other. Conceptual long-term perspectives for the Network will be the primary objective, versus individual gain. Monitoring reviews of effectiveness will be measured yearly against specific and observable outcomes as determined in the yearly strategic plan. An external review of effectiveness may also be considered.

The Edmonton and Area Fetal Alcohol Network Society Governance Model



Governance

Constitution of Leadership Team (Board of Directors)

Policy:

The Network has a defined composition and structure for the governance of the Network, which is representative of the area it serves.

Procedure:

1. The Leadership Team shall be open to any organizations, agencies, institutions, both public or private, and any individual resident in the Province of Alberta being the full age of 18 years, who wishes to participate in the Network and agrees to be bound by the bylaws of the Network and its operational policies and procedures.
2. In addition, the Leadership Team will seek representation from agencies, programs and departments providing supports and services from the community, and individuals with an interest in Fetal Alcohol Spectrum Disorder.
 - (a) Within this, the Board will strive to develop and maintain effective representation for rural areas, Indigenous and immigrant communities, as well as consideration given to fair representation from Edmonton and area.
 - (b) The Board will seek representation from members reflective of the Alberta FASD Service Network Program.
3. The Leadership Team will be comprised of two (2) Co-Chairs and a minimum of 10 members.
4. The Leadership Team members will serve for a three (3) year term, with no limit to the number of terms.
5. Leadership Team Co-chairs terms shall be two (2) years unless a one (1) year term is needed for one Co-chair to accomplish a staggered term for the Co-chairs. Co-chairs may be elected for a second term.
6. Quorum is defined as a 25% of the Leadership Team. Majority is defined as 50% plus one of the Leadership Team.

Governance

Leadership Team Roles and Responsibilities

Policy:

The Leadership Team is the governing body that represents and directs the Edmonton and area Fetal Alcohol Network Society, and is responsible for conducting the affairs of the Society in accordance with the objectives set out in the Terms of Reference, and in accordance with the bylaws governing the Network.

Procedure:

1. The Leadership Team is accountable for:
 - Leadership of the Network: ensuring the strategic direction of the Network is consistent with the Society's bylaws and Operating Grant Policies of the Alberta FASD Service Network Program and ensuring operation of the Network is effective in achieving its goals.
 - Directing and managing funds for the priorities outlined in the annual budget of the Society, and its approved grant and funding applications and/or business plans.
 - Monitoring the performance of the Network by acquiring and reviewing measures of performance and by holding operational staff and service providers accountable for success.
 - Reporting to funders on the Network's actions and results as per contractual agreements.
2. Leadership of the Network:
 - Engage the members of the FASD Network to assess community needs for FASD supports and services within the Network catchment area.
 - Develop and submit as required business plans, grant applications and addendums to the FASD CMC and other funders of the Network.
 - Engage partners and connect with other supports to enhance collaboration, coordinate service delivery and build community capacity.
 - Clearly define and document the roles and responsibilities of the FASD Network, including the Network Leadership Team, Coordinator, the Network Banker, service providers and any additional operational staff.
 - Design a Network structure.
 - Obtain board and general liability insurance as well as automobile coverage for staff travelling.
3. Directing and Managing FASD Service Network Program Funds:
 - Establish and review Network funding criteria and decision-making processes that govern the distribution of funds received from the Ministry of Community and Social Services and the FASD Service Network Program.
 - Establish and review contracting processes and written agreements for the procurement of services to ensure they are open, transparent, fair and demonstrate competencies in contract management.
 - Establish formal agreements with a Network Banker to receive, hold and disburse FASD Service Network Program funds and other funds as directed.
 - Oversee fund development initiatives of the Network.
 - Ensure that contracted service providers, or those being considered for funding, do not participate directly in Network funding decisions.
4. Monitoring the performance of the Network:
 - Ensure that there are written agreement processes in place to monitor service providers and ensure compliance with the FASD Service Network Program Operating Grant Policies.
 - Establish procedures for sharing information and dispute resolution.

- Ensure that programs and services funded by the Network comply with appropriate privacy legislation (i.e., the *Freedom of Information and Protection of Privacy Act* and the *Health Information Act*).
 - Participate in Network Program evaluation activities undertaken by the FASD CMC and FASD Service Network Program.
 - Ensure there are processes in place to monitor the success of Network operations, the performance of operational staff, and the provision of a continuum of services.
 - Ensure that contracted service providers or staff members employed by or accountable to a Network member who is receiving funds do not participate in the oversight of written agreements.
5. Financial Reporting:
- Comply with financial and other reporting requirements of the Ministry of Community and Social Services who provide funding under the leadership of the FASD CMC, in their role as administrative lead for the FASD Service Network Program and/or other funders.
6. Reporting to the FASD CMC:
- Liaise with the Provincial Coordinator by assigning one or more members of the Leadership Team to participate in the Provincial Network Leadership Team and represent the Network in communication with the Provincial Coordinator.
 - Represent the Network in other provincial FASD initiatives, as appropriate.
7. Other details and duties:
- Establish and maintain a Terms of Reference for the Network.
 - Establish and maintain an Operational Policy and Procedure handbook for the Network.
 - Ensure procedures are established to implement policy.
 - Set the budget.
 - Contract and counsel the Network Coordinator.
 - Authorize long and short-term plans.
 - Serve as a review panel, providing expertise, wisdom, and an objective viewpoint.
 - Promote the Network and its beliefs to the community.
 - Seek community support for the Network.
 - Maintain and build the Leadership Team.
 - Appoint an auditor.
8. The Leadership Team will determine meetings dates and times.
9. All decisions reached by the Leadership Team will be publicly supported by all members. Individuals may sometimes disagree with the decisions reached as a Leadership Team; nevertheless, the decision of the Leadership Team will be supported and endorsed by all members regardless of individual views.
10. Ad-Hoc Committees: Leadership Team members are expected to serve on ad-hoc committees on an as-needed basis.

Governance

Leadership Team Meeting Frequency and Procedures

Policy:

The business of the Network is handled in a timely manner.

Procedures:

Leadership Team Meetings

1. Meetings of the Leadership Team will be held at least nine (9) times per year and are prescheduled monthly.
2. As per the Society's bylaws, the Leadership Team may, by motion, decide to hold special meetings, including, but not limited to, annual strategic planning and operational policy and procedure review.
3. The Network Coordinator will send by email, or facsimile, a 'Notice of Leadership Team Meeting' at least five (5) business days before the meeting. The notice shall include the place, date, time and agenda of the meeting.
4. The Network Coordinator will send by email, or facsimile, a 'Notice of Special Meeting' at least twenty-one (21) days before the meeting. The notice shall include the place, date, time and agenda of the meeting.
5. All meeting proceedings will be recorded and up-to-date records accessible to Network members and other stakeholders.

Annual General Meeting

1. The Annual General Meeting will take place thirty (30) to one hundred and eighty (180) days from the close of the fiscal year.
2. Notice of the Annual General Meeting shall be given to the community and Network members not less than twenty-one (21) days before the scheduled meeting. The Leadership Team shall determine the date of the Annual General Meeting. Notice shall be deemed given as of the date of mailing, by ordinary mail, email, or facsimile, to the respective names in the Register of Members.

Governance

Succession Plan: Leadership Team Co-Chair

Policy:

The Leadership Team has systematic processes in place to ensure continuity for key leadership positions within the Network. These processes help to identify and nurture the development of high potential successors.

Procedures:

1. The succession planning process is inclusive to all Network members and considers the aspirations, values and preferences of Network members pursuing leadership roles as well as the strategic needs of the Network.
2. As per the Network bylaws, Co-Chairs will be nominated and elected to lead the Leadership Team in staggered terms to promote continuity of leadership from one year to the next.
3. Terms may last for a maximum of two (2) years, with each term of office expiring in January. Co-Chairs may be elected for a second term.
4. Succession candidates shall be identified throughout the year using the 'Leadership Framework', which can be completed by the candidate or a Network member. The leadership domains define the knowledge, skills and attitudes a leader requires to be effective and efficient.
5. If requested, the acting Leadership Team Co-Chairs will provide leadership development options to succession candidates. This is a collaborative process and shall be actively managed by all parties involved.
6. The Network supports the membership in the development of personal leadership plans. Co-Chairs are encouraged to support individual learning and leadership development by offering interested members assignments that build their capacity in alignment with both their career aspirations and opportunities in Network management.
7. All submitted 'Leadership Framework' documents shall be housed with the Network Coordinator.
8. Prior to the nominations made in November the Executive Board will complete the 'High Potential Nomination Summary' from the applications received and submit to the Leadership Team for review.
9. Nominations will be presented to the Leadership Team in November and selection of the successful candidate will be made by the Network membership at the December Network meeting.
10. In the event a Co-Chair term ends prior to the Succession Plan, the Emergency Succession Plan will be enacted.
11. The management of this policy, including policy education, monitoring and implementation is the responsibility of the Leadership Team, Leadership Team Co-Chairs and Network Coordinator.



Governance

Leadership Framework

Nominee Name:

Nominated By:

Role:

Date:

Please indicate level of skill for each bulleted leadership domain with an X and provide examples.

Leadership Domains	Strength	Proficient	Development Needed
<ul style="list-style-type: none"> • Leading Self <ul style="list-style-type: none"> • Self-awareness • Self-management • Self-development 			
<ul style="list-style-type: none"> • Engage Others <ul style="list-style-type: none"> • Fosters development of others • Contributes to the creation of healthy organization • Takes action to implement decisions 			
<ul style="list-style-type: none"> • Achieves Results <ul style="list-style-type: none"> • Sets direction • Strategically aligns decisions with Network mission and goals • Assesses and evaluates progress 			
<ul style="list-style-type: none"> • Develops Collaborations <ul style="list-style-type: none"> • Builds partnerships to create results • Demonstrates a commitment to Network members • Demonstrates a commitment to supports and services • Mobilizes knowledge 			
<ul style="list-style-type: none"> • Network Transformation <ul style="list-style-type: none"> • Demonstrates critical thinking • Encourages and supports innovation • Future orientation 			

- | | | | |
|--|--|--|--|
| <ul style="list-style-type: none">• Champion and orchestrates change | | | |
|--|--|--|--|



Governance

High Potential Nomination Summary

Name	Leading Self	Engages Others	Achieves Results	Develops Collaborations	Network Transformation
• Applicant A					
• Applicant B					
• Applicant C					
• Applicant D					
• Applicant E					
• Applicant F					

S = Strength

P = Proficient

D = Development Needed

Governance

Emergency Succession Plan: Leadership Team Co-Chair

Policy:

The Network Co-Chair positions are a central element to the leadership of the Network and its continuing success. Ensuring that the functions of these positions are well understood and shared among the Network membership is important for safeguarding the Network against unplanned and unexpected change. The Network membership authorizes the implementation of the terms within the emergency succession plan in the event of a planned or unplanned temporary or short-term absence.

Procedures:

1. It is the responsibility of the Leadership Team Co-Chair positions to inform the Network membership of a planned temporary or short-term absence, and plan accordingly.
2. The Network Coordinator shall immediately inform the Network membership of an unplanned temporary or short-term absence of a Leadership Team Co-Chair position.
3. Following notification of an unplanned temporary or short-term absence of the above mentioned positions the Network membership will convene at the next scheduled Network meeting to affirm the procedures prescribed in this plan, or to modify if needed.
4. Among the duties listed in the Society bylaws, the following are considered to be key functions of the Leadership Team Co-Chair position and each has a corresponding temporary position strategy:

Key Leadership Team Co-Chair Functions	Temporary Position Strategy
Direct Society meetings.	Sitting Co-Chair and Network Coordinator
Coordinate all tasks in Network operations including: Network development, administration and reporting, strategic planning and public relations.	Sitting Co-Chair, Network Coordinator, and/or Network designate
Ensure Network policies and procedures are in practice.	Network membership and Network Coordinator
Orient prospective members to the Network.	Network Coordinator
Maintain communication and liaison with the FASD-CMC.	Sitting Co-Chair and Network Coordinator
Ensure FASD-CMC reporting requirements and guidelines are complete and met.	Sitting Co-Chair and Network Coordinator
Coordinate efforts to address issues of interest and concerns.	Sitting Co-Chair and Executive Board
Mediate and assist in the resolution of conflicts within the Network.	Sitting Co-Chair and Executive Board

Liaise with Network members regarding the delegation of tasks and duties.	Sitting Co-Chair
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5. A temporary, planned or unplanned absence, short-term, is defined as a temporary absence ninety (90) days or less and where it is expected that the Co-Chair will return once the events precipitating the absence are resolved. For a temporary absence, short-term, the 'Temporary Position Strategy' will be enacted.
6. Based on the anticipated duration of the absence, the sitting Leadership Team Co-Chair may appoint an Acting Co-Chair to assist with position responsibilities.
7. In the event of a temporary long-term, planned or unplanned absence, defined as ninety (90) days or more, the procedures to be followed shall be the same as for a temporary, short-term absence, with the Network membership giving immediate consideration to filling the position left vacant through enacting the Succession Plan Policy under the recognition that it may not be reasonable to expect the Acting Co-Chair to carry out the duties for the duration of the absence.
8. In the event of a permanent, unplanned absence, defined as one in which it is firmly determined that the Leadership Team Co-Chair will not be returning to the position, the Network membership will enact the Succession Plan Policy.

Governance

Constitution and Roles and Responsibilities of Executive Board

Policy:

The Network has a defined composition and structure for the governance of the Network, which includes the Network Executive Board. The Executive Board is responsible for conducting the affairs of the Society in accordance with the objectives set out in the Terms of Reference, and in accordance with the bylaws governing the Network.

Procedure:

1. The Executive Board will be comprised of a Leadership Team Chair and two (2) to four (4) officers, to a maximum of five (5).
2. Vacant Officer positions will be elected annually from the Board Members at the Annual General Meeting.
3. Officers shall serve a term of two (2) years and may be re-elected to the same position for a second term.
4. Quorum is defined as a majority of Officers. Majority is defined as 50% plus 1.

Roles and Responsibilities:

1. Provide leadership and direction to all activities of the Board, including but not limited to the Network Dispute Resolution Process and Fund Distribution Policy.
2. Be an active participant in decisions made by the Board on behalf of the Members.
3. Recognize and uphold all fiduciary responsibility vested in the Board.
4. Responsible for grants and contracts management including: negotiating and finalizing agreement terms, fund distribution, monitoring progress of agreements, maintaining agreement documentation to ensure fulfillment of agreement terms, and signing agreements.
5. Exercise the powers of the full Board with respect to any matter that, in the opinion of the Board Chair, should not be postponed until the next scheduled General Meeting of the Board;
6. Appoint legal counsel as necessary.
7. Hire staff as required to support the efforts of the Network.
8. The Network Coordinator is an ex-officio Member of the Executive.
9. Provide supervision to the Network Coordinator, which includes an annual performance evaluation.
10. Work with the Network Coordinator to ensure all FASD CMC and other funders' reporting requirements are completed in a timely and accurate manner.
11. Be one of the signing Officers of the Network.
12. Perform such duties as may be specified by the Leadership Team.



13. Review procedures for accountability at all levels of the Network.

Governance

Network Coordinator Roles and Responsibilities

Policy:

The Network Coordinator is accountable to the Network Leadership Team and Executive Board for implementing Network operational priorities, particularly the enhancement of FASD programs and services.

Procedures:

1. The Network Coordinator acts as a program coordinator and contract manager for implementing Network operational priorities.
2. The Network Coordinator reports to the Chair(s) of the Leadership Team.
3. The terms and conditions of the position, including but not limited to, expected hours of work, financial compensation (inclusive of expenses, benefits, and GST) shall be approved on a yearly basis.
4. The Network Coordinator's duties shall be outlined in the contractual letter of agreement, to be signed yearly.
5. Key program coordinator accountabilities of the Network Coordinator position include, but are not limited to:
 - Oversee the planning and coordination of the Network.
 - Facilitate the meetings of the Network, including the Annual General Meeting.
 - Liaise with the FASD CMC, the FASD Service Network Program, and other funders on behalf of the Network.
 - Liaise with contracted agencies and the Network Banker on behalf of the Network.
 - Be the Network's primary contact for the FASD CMC, the media, Network members, stakeholders, and the general public.
 - Prepare and maintain records and reports, such as financial reports, budgets, quarterly and annual reports, business plans, and strategic plans for the Network.
 - Facilitate and support the preparation of all reports and documentation for the FASD CMC and other funders as required. Work with agencies to gather information as needed.
 - Coordinate evaluation requirements of the Network and funded agencies.
 - Coordinate Network communications.
 - Maintain current contact information for all Network members and potential members.
 - Help facilitate community development for the Network.
 - Participate in Provincial Network Committees as appropriate.
 - Maintain the Society's archives.
6. Key contract management accountabilities of the Network Coordinator include, but are not limited to:
 - Draft and administer written Letters of Agreements for contracted service providers and the Network Banker under the direction of the Leadership Team.
 - Ensure the programs and services funded by the Network comply with appropriate privacy legislation.
 - Provide oversight by ensuring that service providers are compliant with written Letters of Agreement and by directly enforcing agreement provision. This includes:
 - ✓ Identify and communicate compliance issues to the Leadership Team Co-Chairs and Executive Board.
 - ✓ As needed and when directed by the Executive Board, initiate legal or other action to ensure accountability of contracted service providers.
 - Demonstrate to the Leadership Team that service providers are compliant with written Letters of Agreement through consistent reporting to the Leadership Team.

- Maintain up-to-date records that are accessible to the Leadership Team, the FASD CMC, and FASD Service Network Program.
 - Complete and document with contracted service providers the 'Service Quality Review and Compliance' interviews biannually.
7. The Network coordinator cannot be employed by or in any way accountable to a Network member who is receiving or will be receiving in the future, FASD CMC or other program funds.
 8. The Network Coordinator cannot be a Network member receiving FASD CMC or other program funds to provide FASD programs or services.
 9. In the event the Network Coordinator has a temporary, planned or unplanned, short-term or long-term absence, the Leadership Team Co-Chairs and Executive Board will put into place a temporary staffing strategy.



Governance

Network Coordinator: Performance Appraisal

Network Coordinator Name:

Reviewer Name:

Period of Review:

Rating Scale	
1 – Exceeding Expectations 2 – Achieving Expectations 3 – Partially Achieving Expectations 4 – Not Achieving Expectations	
The reviewer should add comments to each section.	
Accesses supports appropriately	
Applies professional / technical / safety knowledge and skills appropriately	
Demonstrates commitment to the Network	
Demonstrates knowledge of the Network (including policy, procedures, programs, etc.)	
Displays satisfactory verbal and written communication skills	
Exhibits appropriate professional boundaries	
Is reliable and punctual	
Resolves conflicts appropriately	
Shows a willingness to learn and improve	
Shows an organized approach to work	
Understands, interprets and follows instructions	
Uses appropriate judgment	
Works effectively as a team member	

Review’s Comments:

Coordinator’s Comments:

Coordinator Signature

Reviewer Signature

Date

Date

Governance

Network Coordinator Job Description

The Edmonton and area Fetal Alcohol Network Society is comprised of a number of agencies and individual members who share an interest in the delivery of services to individuals and families impacted by Fetal Alcohol Spectrum Disorders. The Network is administered by a Leadership Team and Executive Board comprised of stakeholders from within the geographical boundaries of the region. The Leadership Team manages, allocates and administers funds received from the Alberta Cross-Ministry Committee on FASD to enhance services for individuals impacted by FASD within the region, and maintains a network of stakeholders who benefit from the exchange of information and networking opportunity provided through the Network.

The Network Coordinator acts as a program coordinator and contract manager, providing leadership and support to service providers, and works under minimal supervision for the Network.

Key program coordinator accountabilities of the Network Coordinator position include, but are not limited to:

- Oversee the planning and coordination of the Network.
- Facilitate the meetings of the Network, including the Annual General Meeting.
- Liaise with the Alberta CMC, the FASD SNP, and other funders on behalf of the Network.
- Liaise with contracted agencies and the Network Banker on behalf of the Network.
- Be the Network's primary contact for the FASD CMC, the media, Network members, stakeholders, and the general public.
- Prepare and maintain records and reports, such as financial reports, budgets, quarterly and annual reports, business plans, and strategic plans for the Network.
- Facilitate and support the preparation of all reports and documentation for the FASD CMC and other funders as required. Work with agencies to gather information as needed.
- Coordinate evaluation requirements of the Network and funded agencies.
- Coordinate Network communications.
- Maintain current contact information for all Network members and potential members.
- Help facilitate community development for the Network.
- Participate in Provincial Network Committees as appropriate.
- Maintain the Society's archives.

Key contract management accountabilities of the Network Coordinator include, but are not limited to:

- Draft and administer written Letters of Agreement for contracted service providers and the Network Banker under the direction of the Leadership Team.
- Ensure the programs and services funded by the Network comply with appropriate privacy legislation.
- Provide oversight by ensuring that contracted service providers are compliant with written Letters of Agreement and by directly enforcing agreement provision. This includes:
 - ✓ Identify and communicate compliance issues to the Network Co-Chairs and Executive Board.
 - ✓ As needed and when directed by the Executive Board, initiate legal or other action to ensure accountability of contracted service providers.
- Demonstrate to the Leadership Team that contracted service providers are compliant with written Letters of Agreement through consistent reporting to the Leadership Team.
- Maintain up-to-date records that are accessible to the Leadership Team, the FASD CMC, and FASD SNP.
- Complete and document with contracted service providers the 'Service Quality Review and Compliance' interviews biannually.

Qualifications include:

- Master's Degree in a relevant field (a Bachelor's Degree with extensive experience may be considered)
- Minimum 5-7 years of relevant experience within the human services field.
- Prior experience in a management-based position.



- Prior experience with strategic plans and related reporting.
- Knowledge of FASD / issues.
- Understand community development process.

The Coordinator must have knowledge of the English language, clerical/computer/social media systems, administration and management, policy and procedures development, government funding systems, strategic planning, community development, leadership, and supervision.

Coordinator must be an active listener and learner, service oriented, a critical thinker, a problem solver, able to speak clearly and effectively, and able to handle conflict. Coordinator must also have good time and organization management, ability to monitor self and others, good interpersonal skills, and the ability to compile the Network information.

Governance

Conflict of Interest

Policy:

The Network shall ensure that it fulfills its mission with integrity and to a high ethical standard. This requires that, as a general rule, members of the Network avoid situations in which their interests are, or are perceived to be, in conflict with the interests of the Network. The Network and its members seek to develop and implement its policies and procedures with optimal openness and transparency.

Procedures:

Definition:	<p>A conflict of interest refers to a situation in which private interests, personal considerations, or agency oriented interests may affect a member's judgment in acting in the best interest of the Network. This includes situations that result in or may be reasonably perceived to result in:</p> <ul style="list-style-type: none">• An interference with the objectivity with which the member is expected to exercise responsibilities and duties to and on behalf of the Network; and/or• An advantage or material gain to the member, and/or to other persons with whom the member does not deal at arm's length, by virtue of the relationship of the member to the Network.
Conditions:	<p>The rules and examples that follow do not exhaust the possibilities for conflict of interest, but they identify obvious situations covered by the policy.</p>
Special treatment:	<p>Members of the Network are not allowed to use their positions within the Network to give anyone special treatment that would advance their own interests or that of any agency associates.</p>
Outside activities:	<p>Members of the Network may not engage in any outside work or business activities that conflict with their roles and responsibilities as a Network member, which use their knowledge of confidential plans, projects or information about Network holdings and that will or is likely to negatively influence or affect them in carrying out their roles and responsibilities as Network members.</p>
Confidential information:	<p>Network members may not disclose confidential or privileged information about the affairs of the Network or member agencies, or use confidential information to advance personal or others' interests. Network members may not divulge confidential or privileged information about Network members without those members' written authorization.</p>
Note on confidential information:	<p>The rule against giving out confidential information does not apply to a member who alleges wrongdoing on the part of the Network or Network member – as long as the disclosure of such information is not frivolous, vexatious or slanderous – and making the disclosure serves the Network interest and is made in accordance with the provisions of this policy.</p>
Financial interest:	<p>Network members who have financial interests in a Network contract must not represent or advise the Network in such transactions.</p>

- FASD Service Network Program contracted service providers; those being considered for funding, any staff member employed by or in any way accountable to a Network member who is receiving funds from the Service Network Program and Government of Alberta employees cannot participate directly in Network funding decision-making.
- FASD Service Network Program contracted service providers, any staff member employed by or in any way accountable to a Network member who is receiving funds from the Service Network Program and Government of Alberta employees cannot participate in the oversight of written agreements.

Requirement to report:

If Network members or agency associates have a personal or financial interest that might present a conflict or bias in connection with their Network roles and responsibilities they must report this conflict to the Leadership Team Co-chairs or designates in writing.

Reporting a conflict:

When a Network member reports a conflict of interest to the Leadership Team Co-Chairs in writing, a copy is forwarded to Executive Board. If a Network member reports wrongdoing on the part of a Leadership Team Co-Chair they should report this in writing directly to the Executive Board.

Failure to comply:

Network members who fail to comply with this policy may be asked to resign their membership with the Network.

Implementation:

Leadership Team Co-Chairs must make the policy available to all members of the Network. Members who need assistance interpreting the rules and how they apply to specific situations may discuss with the Leadership Team Co-Chairs and/or Network Coordinator.

Conflict of interests should be resolved in a manner that most fully gives effect to the proceeding policy. This may require that a Network member desist from certain actions or activities through which the conflict of interest arose or may arise. Resolutions that impair the ability of Network members to fulfill their roles and responsibilities to the Network must be avoided.

Governance

Dispute Resolution

Policy:

The Network shall have a transparent dispute resolution process available to all members. The dispute resolution policy shall be implemented by a fair, simple, and reasonably prompt procedure as set forth below.

A dispute is a written claim or complaint filed by a Network member. Disputes are limited to matters of interpretation or application of express provisions of the Network policies related to membership. This policy is the exclusive remedy through which to address complaints.

Procedure:

1. Any complaints shall be taken up with the Leadership Team Co-Chairs within five working days after occurrence of the circumstances giving rise to the dispute or five days from when the Network member should reasonably have known of the occurrence, otherwise the right to file a dispute is forfeit.
2. The Network member shall within two working days after the discussion with the Leadership Team Co-chairs put the dispute in writing, stating all facts in detail and submit to the Leadership Team Co-Chairs.
3. Within one week, the Leadership Team Co-Chairs will provide a written 'Response to the Dispute', which will include the deliberation and decision reached through the application of the Network mission, goals and values.
4. If no satisfactory resolution is received within one week, the member has five days, the Network member shall contact the Executive Board via the Network Coordinator to arrange a meeting between the above-mentioned parties. This meeting shall be scheduled at a mutually agreeable time, which shall not exceed five working days from the time the Network member contacted the Network Coordinator.
5. The Network member shall submit to the Executive Board the Dispute Resolution Form. The Executive Board will have five days to deliberate among itself, make such inquiries as necessary to determine the circumstances of the complaint, and reach a decision through consensus and the application of the Networks mission, goals and values.
6. The decision shall be in writing and shall set forth the determination of the Executive Board on the issues presented for Dispute Resolution along with the resolution of the dispute and how the resolution is to be implemented.
7. If one or more of the Leadership Team Co-Chairs and/or Executive Board is directly involved in the dispute they will step away from the dispute process and may request (with agreement from the Network member filing the dispute), a third-party member involvement.
8. Any and all disputes resolved at any step of the policy shall be final and binding on the Network and Network member involved in the particular dispute.
9. Disputes shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. Any disputes upon which the Co-Chairs within the time limit do not make a disposition may be referred to the next step in the dispute policy. Any dispute not carried to the next step by the Network member within the prescribed time limits shall be automatically closed upon the basis of the last disposition.



Governance

Dispute Resolution Form

Name:	
Phone Number:	
Email Address:	

1. Please provide a statement of the nature and subject(s) of the dispute.
2. Please provide a statement of the Party's position on each of the subjects at issue.
3. For each specific issue in dispute please identify the facts, data, and information that support the Party's position(s).
4. Please provide a statement(s) of the proposed resolution(s) of the dispute.

Governance

Conduct

Policy:

Leadership Team members and any other person doing business on behalf of the Network are accountable for their conduct as a representative of the Network. Any allegations of misconduct will be impartially investigated and dealt with in a professional and timely manner.

Procedures:

1. In the event that there is an allegation of misconduct against a member of the Network, the allegation will be directed to the Executive Board via the Leadership Team Co-Chairs.
2. The allegation must be in writing, dated and signed.
3. If the allegation is directed to a Leadership Team Co-Chair or Executive Board member, the allegation will not be directed to the member named in the allegation.
4. The Executive Board will make recommendations to the Leadership Team after due inquiry, adhering to the following principles:
 - The allegation will be dealt with as quickly as possible. The person making the allegation will be notified of the investigation within five (5) working days of the Executive Board receiving the allegation.
 - As few persons as possible will be privy to the details of the allegation.
 - It is expected that Executive Board members maintain their objectivity.
 - Careful notes of all of the proceedings, including dates, times of meetings, phone calls, letters, emails, etc. will be kept; keeping in mind that all such documents could be accessed by the Network member whose alleged misconduct is under investigation or inquiry; as per the FOIP Act.
 - Typically, the investigation of the allegation shall be completed within thirty (30) days from the time the Executive Board was given the original allegation notice.
 - If the Executive Board is unable to deal with the allegation it will be referred to the Leadership Team as a whole.
5. Misconduct is defined as any behavior that is not conforming to or in conflict with the goals, beliefs, and principles of the Network as outlined in the Network Terms of Reference.
6. The Executive Board may suspend or release a Network member for any misconduct or take alternate or additional action it deems appropriate.
7. Prior to any decision being made, the Executive Board may consult with independent legal counsel regarding the legalities of the situation and/or decision.



Governance

Confidentiality

Policy:

Confidentiality is the preservation of privileged information. By necessity personal and private information is disclosed in a professional working relationship. Part of what you learn is necessary to provide supports and services and build the community’s capacity to address FASD; other information is shared within the development of a helping, trusting relationship. Therefore, most information gained about clients, programs and agencies, and the Network through Society membership is confidential.

It is the policy of the Edmonton and area Fetal Alcohol Network Society that board members, volunteers, and contractors of the Society will not disclose confidential information belonging to, or obtained through their affiliation with the Edmonton and area Fetal Alcohol Network Society to any person, including their relatives, friends, and business and professional associates, unless the Edmonton and area Fetal Alcohol Network has authorized disclosure. This policy is not intended to prevent disclosure where disclosure is required by law.

Board members, volunteers and contractors are cautioned to demonstrate professionalism, good judgment, and care to avoid unauthorized or inadvertent disclosures of confidential information.

Failure to adhere to this policy will result in discipline, up to and including separation of membership with the Edmonton and area Fetal Alcohol Network Society.

Certification

I have read the Edmonton and area Fetal Alcohol Network policy on confidentiality presented above. I agree to abide by the requirements of the policy and inform the Society Co-Chairs if I believe any violation (unintentional or otherwise) of the policy has occurred. I understand that violation of this policy will lead to disciplinary action, up to and including termination of my membership with the Edmonton and area Fetal Alcohol Network Society.

Signature _____ Name _____ Date _____

Governance

Network Evaluation

Policy:

Reflection is a valuable part of evaluating the performance and goal achievement of the Network, while striving to constantly improve and grow.

Procedure:

1. To enhance governance performance and goal achievement, the Network will participate in a yearly evaluation initiatives, including an annual stakeholder survey.
2. The Network Coordinator will formulate the results and develop recommendations for the Leadership Team.
3. The Leadership Team will review results and recommendation and make any adjustments to its practices as required.

Governance

Annual Strategic Planning/Review

Policy:

The purpose of annual strategic planning/review is to bring the Network membership, contracted service providers and other stakeholders together to review the current policies and procedures, bylaws, future funding directions and operational approaches, and to develop/review strategies and action plans for the upcoming year.

Procedures:

1. The Annual Strategic Planning/Review meeting will follow the provisions listed under the Leadership Team Meeting Frequency and Procedures Policy.
2. The Network Coordinator will develop the agenda, which may include:
 - Review Network nominations.
 - Review philosophy, purpose and objectives. Are they still relevant? Can they be improved/refined?
 - Review Network Operational Policy and Procedure Handbook.
 - Review Society bylaws.
 - Present a brief overview of the Networks past year accomplishments and difficulties. Identify successful strategies during the previous year and any that were not.
 - Present a brief overview of the FASD services and programs operational in the previous year.
 - Review the Community Needs Assessment, SWOT Analysis, and Environmental Scan.
 - Determine FASD service and program funding priorities (as related to the FASD Service Network Program).
 - Identify and assess opportunities and barriers that may affect the Network plans, and identify strategies and priorities for the year ahead.
 - Formulate Network Strategic Plan
3. Implementation of Strategic Plan: The Network Coordinator in collaboration with the Leadership Team Co-Chairs will develop detailed actions plans for each strategy identified. The action plans will include the tasks to be completed, who will complete them and by when. Progress of tasks will be monitored by the Network Coordinator and reported to the Network at the monthly Network meetings.

Governance

Gender-Based Analysis Plus Policy Statement

Policy:

The Network is committed to integrating into its governance and management a gender-based analysis plus (GBA+) framework that informs both its policies and practices. It is essential that gender factors and gender equality issues be recognized and analyzed in order to be mitigated and/or resolved within the work of the Network.

Procedures:

1. To implement a GBA+, the Network commits to:
 - Develop and apply a GBA+ framework to the Network and its operations.
 - Ensure contracted service providers and their staff complete and provide documentation of GBA+ training.
 - Build the capacity of stakeholders to incorporate GBA+ into their services by developing and delivering tools that guide and support their efforts.
 - Develop indicators to assess and monitor progress of GBA+ implementation at Network and service level.
 - Collect and use gender-disaggregated data to inform and guide practices.
 - Evaluate the effectiveness of the gender-based analysis process.

Governance

Principles of Best Practice

Policy:

The Network is committed to operating in and providing supports and services that honor, respect, and advocate for the human rights, fundamental freedoms, personal worth, and dignity of persons with or suspected to have FASD, their families and caregivers, and communities.

Procedure:

1. Under the direction of the FASD CMC and the Network, key direction-setting documents have been identified that guide the mission, vision, and operations of the Network. These core documents include:
 - **Year 5, Year 7 and Year 10 Evaluations of the FASD 10 Year Strategic Plan** (Government of Alberta).
 - **FASD Across the Lifespan, FASD Strategic and Operational Plan**
 - **FASD Service Network Program: Operating Grant Policies**
 - **Fetal alcohol spectrum disorder: a guideline for diagnosis across the lifespan** (Cook et al 2015).
 - **Best Practices for FASD Service Delivery: Guide and Evaluation Toolkit** (Pei et al., 2015).
 - **Towards Healthy Outcomes for Individuals With FASD** (Pei et al., 2019).
 - **Fetal Alcohol Spectrum Disorder (FASD) Prevention: Canadian Perspectives** (Poole, 2008).
 - **Gender-Based Analysis Plus (GBA+)** (Government of Canada).
 - **Truth and Reconciliation Commission of Canada: Calls to Action**, especially Recommendation #33 (development of FASD preventive programs in collaboration with Aboriginal people and delivered in a culturally appropriate manner) and Recommendation #34 (reform of the criminal justice system to better address the needs of offenders with FASD).
 - **United Nations Declaration on the Rights of Indigenous Peoples** (United Nations).
 - **OCAP[®] : Ownership, Control, Access and Possession** (First Nations Information Governance Centre).
 - **Convention on the Rights of Persons with Disabilities** (United Nations).
 - **FASD and Access to Justice: Final Report to Federal/Provincial/Territorial Ministers Responsible for Justice and Public Safety** (Justice Canada).
 - **Consensus Statement on FASD – Across the Lifespan, 2009** (Institute of Health Economics).
 - **Consensus Statement on Legal Issues of FASD, 2013** (Institute of Health Economics).
2. The Network Coordinator, under the direction of the Leadership Team, will complete annually a self-assessment survey on the alignment of the values and practices of the listed core documents with the Network's practices, policies, procedures, governance, and service delivery.
3. Recommendations from the identified strengths, weaknesses, opportunities and threats with alignment will be brought to the Leadership Team and adjustments made.
4. All programs, agencies, and projects receiving funding from the Network must ensure they are in alignment with the values and practices of the listed core documents with their contracted service provisions.

Governance

Principles of Best Practice: Self-Assessment Survey

Procedures:

Please fill out for each identified core document examples of the strengths, weaknesses, opportunities, and threats that may exist between the values and practices expressed in each versus the values and practices of the Network. Should a core document be deemed not applicable to the service provision, please provide a short reasoning.

Core Document	Strengths	Weaknesses	Opportunities	Threats
Year 5, 7, 10 Year Evaluations, FASD Service Network Program				
FASD Across the Lifespan, FASD Strategic and Operational Plan				
FASD Service Network Program: Operating Grant Policies				
A Guideline for Diagnosis Across the Lifespan				
Best Practices for FASD Service Delivery (2015)				
Towards healthy Outcomes for Individuals with FASD				
FASD Prevention: A Canadian Perspective				
GBA+				
Truth and Reconciliation: Call to Action				
UN: Rights of Indigenous Peoples				
OCAP				
UN: Rights of Persons with Disabilities				
FASD and Access to Justice				
Consensus Statement on FASD				
Consensus Statement on Legal Issues				

Financial

Financial Practices

Policy:

The Network shall at all times strive to provide a transparent, fairly governed model of fiscal responsibility.

Procedures:

1. The Network shall identify a Network Banker to handle all financial transactions for the Network.
 - The Banker must be a legal entity.
 - The Banker must identify a contact person who is responsible for quarterly financial statements to the Network.
 - The Banker's representative is to have no direct conflict of interest with program management or program administration of funds.
 - The Network will determine yearly the administration fee available to the Banker for services rendered.
 - The Banker will exempt themselves from the Network's decisions regarding current or forecasted spending except to monitor available or accessible fund amounts.
 - The Network Banker and Network Coordinator (on behalf of the Network), will sign a yearly 'Banker Agreement' which stipulates the services provided, payments, record keeping, and term/termination.
 - The Network will hold an Expression of Interest for the role of Network Banker every 3 years.

2. All FASD Service Network Program funds will be distributed via the Network Banker to funded agencies.
 - The Network Coordinator will remain the contact between the Network Banker, contracted service providers and the Network.
 - Contracted service providers must be legal entities.
 - Each agency will receive program funds based upon approved Schedule B's submitted.
 - The Network Banker will distribute funds as stipulated in yearly Letter of Agreements.
 - Each contracted service provider will sign a yearly Letter of Agreement.
 - The Network Banker will produce a bi-annual financial report on behalf of the Network and submit to Network Coordinator.
 - The Network Banker will produce a year-end audited financial statement on behalf of the Network and submit to the Network Coordinator.
 - The Network Banker will produce a year-end audited financial statement meeting the requirements of Alberta Corporate Registry and the Network's Society registration and annual return mandate.
 - Funded agencies will submit a bi-annual financial report in the form of a schedule B.
 - All funded agencies will provide a yearend financial report in the form of a Schedule B no later than April 30th of the respective year.
 - In cases where a contract is over \$500,000 the contracted service provider will be required to provide an audited Schedule B with the accompanying Auditor's Report no later than 90 days after the reporting date(s) specified in the Letter of Agreement or 90 days after the termination date.
 - For contracts more than \$250,000 but less than \$500,000 the contracted service provider will provide a copy of the un-audited Schedule B, certified by two representatives with designated signing authority, along with a Review Engagement Report no later than 90 days after the reporting date(s) specified in the Letter of Agreement or 90 days after the termination date.
 - For contracts less than \$250,000, the contracted service provider will provide a copy of the un-audited Schedule B, certified by two representatives with designated signing authority, no later than 90 days after the reporting date(s) specified in Letter of Agreement or 90 days after the termination date.
 - Timelines for reporting will follow the outlined expectations from FASD CMC.
 - Contracted service providers will identify a contact person and cheques/electronic transfer information will be sent directly to the contact person at the contracted service provider.

3. Membership Fees may be collected on an annual basis.
 - The Network Coordinator or designate will be the contact with the Banker for the purposes of the membership fees.
 - Yearly financial statements will be given to the membership regarding membership fee spending.
 - Membership fees are separate funds from all other Network funds specific to the FASD Service Network Program.
 - Membership fees will be paid in April each year for the period of April 1 – March 31st.
 - Current membership fees are \$20.00 annually.

4. Financial Appeals will be considered in the event a contracted service provider or Network member requires a review of a decision.
 - The appeal process will be open to all funded agencies and Network members in the event that representatives require a review of a Network decision.
 - Appeals related to the FASD Service Network Program funds or operational spending will follow the appeals process outlined in the Dispute Resolution policy.

Financial

Fund Distribution

Policy:

The Network shall at all times strive to provide a transparent, fairly governed model of fiscal responsibility. The purpose of this policy is to specify the practices of distributing FASD Service Network Program revenues and other revenues received from funding sources and grant applications made on behalf of the Network.

Procedures:

1. The fund distribution process is based upon the following set of principles:
 - All agencies and organizations applying for funds are considered on the same bases.
 - Decision made by Executive Board will be made by informed Network members who reflect the diversity of the community and have no conflicting interests in the funds being distributed.
 - Funds will be distributed with fairness and impartiality, with the betterment of the broad community in mind.
 - Decisions will be guided by the funding priorities identified in the Network's strategic and business plans and by the FASD CMC.
 - Agencies and organizations that receive funding will be held accountable in terms of fiscal, management and service delivery standards.
 - Allocated program and service funds must be spent on programs and services within the Network catchment area.
 - Previous funding levels for FASD service providers and the Network Coordinator will be maintained if Letter of Agreements and deliverables have been reached, the services and supports are required, and funding is available.
 - The funding process and decisions will comply with the FASD CMC Operating Grant Policies.
2. If an organization fails to meet the Network's performance standards as outlined within each contracted service provider's Letter of Agreement, and/or substantiated complaints about the organization are received from the community, the Network reserves the right to deny membership, or to withdraw the membership at any time, of any organization whose membership the Network, in its sole discretion, determines to be not in the best interest of the Network.
3. To be eligible for an allocation, an agency must complete and submit a Request for Proposal (RFP) as the requests become available through the Network. Requesting agencies must meet the eligibility requirements documented within the specific RFP and meet the following criteria:
 - A contracted service provider must maintain active membership with the Network for the duration of the granting period.
 - A contracted service provider must be a legal entity.
 - A contracted service provider must operate within the catchment area of the Network.
 - Contracted service providers, programs and/or projects must be grounded in relevant theory or based on a service delivery approach which has proven successful, have an outcome-based focus and be respectful of cultural diversity.
 - A contacted service provider must sign the Letter of Agreement provided by the Network.
4. Fund distribution overview: The purpose of the allocation process is to distribute Network funds to collaborating agencies and organizations in a manner that maximizes benefits to those requiring supports and services, makes measurable improvements to an identified community need and encourages the effectiveness of Network members. Fund applications and Request for Proposals will only be accepted when the request for submissions are made. The Network reserves the right to suspend or terminate any/all current or future funding based upon

information that is received that would call into question an agency's ability to fulfill any of the provisions as referred in the Request for Proposal criteria and Letter of Agreement.

5. Proposal review: The Executive Board will appoint a minimum of two Officers tasked with reviewing and evaluating submitted requests of proposals. They act to grant approval, deny approval or request revisions to submissions.
6. Each proposal will be reviewed to ensure all mandatory requirements have been met. Proposals failing to meet the mandatory requirements will be eliminated from further consideration.
7. Each proposal will be reviewed to determine if any clarifications are needed.
8. The appointed Officers will complete evaluation worksheets independently.
9. Evaluation worksheets will be used to guide the review and evaluation of proposals. The evaluation worksheet provides a listing of individual evaluation criteria and the rating scale to be used. An evaluation score will be determined for each proposal received.
10. Based on the scores, a shortlist of those proposals deemed capable of providing services will be developed. Scores between Officers will be compared to ensure consistency and unbiased scoring, to remove individual scoring subjectivity and to achieve a consensus score for each proposal. The resulting consensus scores, subsequent submission ranking and results will be documented and the final funding decision presented to the Network.
11. Agencies currently receiving FASD Service Network Program funds may be required to apply for renewal of the funding by submitting a one-page descriptor of their progress on deliverables, the need or gap the service or support continues to fill within the community, and evidence that all previous year reporting requirements have been met. Each renewal application will be reviewed by the Network Coordinator.
12. FASD Service Network Program contracted service providers, operational staff employed by a contracted service provider, those being considered for funding and Government of Alberta employees will not participate in proposal reviews for FASD Service Network Program Request for Proposals.

Financial

Financial Reporting for FASD Service Delivery Contractual Agreements

Policy:

The Network shall at all times strive to provide a transparent, fairly governed model of fiscal responsibility. As such, the Network shall have a defined format and process that details financial reporting requirements for entering into agreements with FASD service delivery agencies, with clearly defined conditions and expectations.

1. Letter of Agreement Budget:
 - By entering into the Letter of Agreement, the contracted service provider declares that they are self-sustaining as an organization.
 - The budget for the Letter of Agreement will be provided to the Network by the contracted service provider each fiscal year. The expenditures of the budget shall be consistent with the Schedule B template definitions.
 - There are six major categories of expenditures identified in the Schedule B – Staffing Costs, Program Costs, Facility Costs, Vehicle Costs, Administrative Costs, and Capital Assets. The contracted service provider may request in writing to the Network, through the Network Coordinator, a reallocation of the budget within and between these major categories during the annual terms of the Letter of Agreement.
2. Expenditures Expectations:
 - The contracted service provider will expend funds to provide the contracted program according to the Schedule B. The Schedule B is inclusive of all expenses and as such the Network will not pay any additional expenses incurred by the contracted service provider in the performance of the Letter of Agreement.
3. Reporting and Analysis:
 - The contracted service provider will provide the Network with a copy of the completed Schedule B prior to the start of the fiscal year and meet all financial reporting requirements as listed in the Letter of Agreement.
 - The Network Coordinator will review and analyze all submitted Schedule Bs, including the Agency Schedule B, interim Schedule B, and year-end un-audited Schedule B.
 - The contracted service provider may allocate expenditures within and between existing Schedule B expenditure categories (Staffing Costs, Program Costs, Facility Costs, Vehicle Costs, Administrative Costs, and Capital Assets), with the exception of:
 - to/from the Capital Assets section
 - if the annual cumulative reallocation exceeds 20% of the original budget for the expenditure category of which the funds are being transferred to.
4. The contracted service provider must request in writing and have written approval from the Network for any expenditure reallocation exceeding the conditions in bullet 3. Approved reallocation will result in an amended Schedule B.
5. In-year, annual, and/or final financial reporting shall be in accordance with the last approved Schedule B.
6. Year-end and/or Termination Financial Reporting:
 - In cases where a contract is over \$500,000 the contracted service provider will be required to provide an audited Schedule B with the accompanying Auditor's Report no later than 90 days after the reporting date(s) specified in the Letter of Agreement or 90 days after the termination date.
 - For contracts more than \$250,000 but less than \$500,000 the contracted service provider will provide a copy of the un-audited Schedule B, certified by two representatives with designated signing authority,

along with a Review Engagement Report no later than 90 days after the reporting date(s) specified in the Letter of Agreement or 90 days after the termination date.

- For contracts less than \$250,000, the contracted service provider will provide a copy of the un-audited Schedule B, certified by two representatives with designated signing authority, no later than 90 days after the reporting date(s) specified in Letter of Agreement or 90 days after the termination date.
- All contracted service providers will provide a copy of the un-audited Schedule B, certified by a representative with signing authority, no later than April 30th for the respective fiscal year.

Financial

Network Banker Roles and Responsibilities

Policy:

The Network Banker is a community partner who has the capacity and competency to receive, hold and disburse FASD Service Network Program funds, Network operational funds and other funding sources as directed by the Network.

Procedures:

1. Major duties and responsibilities include:
 - Comply with financial and other reporting requirements established by the FASD CMC and the Network.
 - If required, sign the Banker Accountability Statement provided by the Government of Alberta as the Administrative Lead.
 - Sign the Banker Agreement provided by the Network.
 - Maintain up-to-date records that are accessible to the FASD CMC and Network.
 - Provide monthly financial statements of the Network's operational funding.
 - Release funds according to funding decisions and timelines established by the Network and formalized through Letter of Agreements.
 - Ensure all funds received through the FASD Service Network Program are maintained in a separate bank account.
 - Review bi-annually with the Network Coordinator the Network Banker Service Quality and Compliance Review completed by the Network and address any questions or concerns.
 - Complete yearly a 6-month Expenditures Schedule B (April 1 – September 30th) for the FASD Service Network Program funds and submit to the Network Coordinator.
 - Produce yearly, no later than June 15th, an Audited Schedule B on the FASD Service Network Program funds. The annual audit shall be conducted by the Network Banker's auditor, who shall be an external Chartered Accountant.
 - Produce yearly, no later than June 15th, an Audited Financial Statement, meeting the requirements of the Network's Society status for Alberta Corporate Registry. The annual financial statement shall be conducted by the Network Banker's auditor, who shall be an external Chartered Accountant.

Financial

Network Banker Service Quality and Compliance Review

Date:

Completed By:

Rating Scale: 1 – Exceeding Expectations 2 – Achieving Expectations 3 – Partially Achieving Expectations 4 – Not Achieving Expectations

The reviewer should add comments to each section.

Service Criteria	Ranking
<p>Communication:</p> <ul style="list-style-type: none"> • Open and transparent communication exists between the Network Banker, the Network and Network Coordinator. 	
<p>Maintaining Records:</p> <ul style="list-style-type: none"> • Up-to-date records have been maintained and the Network has been informed of and has access to the financial records. 	
<p>Organizational Capacity:</p> <ul style="list-style-type: none"> • Identified individual has assisted the Network in fiscal planning. • Identified individual has drafted and reviewed financial reports. 	
<p>Banker Role:</p> <ul style="list-style-type: none"> • Identified process has been followed in the receiving, holding and disbursement of the Network Grant Funding. • Identified process for the acceptance and production of cheque requisitions through the Network Coordinator has been followed. • 6-month Expenditures-To-Date Schedule B completed yearly. • Audited Schedule B for FASD CMC funding completed no later than June 15th. • Audited Financial Statement for Society completed no later than June 15th. 	

Additional Comments:



Financial

Network Operational Expenses

Policy:

Network operational expenses will total a maximum of ten (10) percent of the total Network income in any given year.

Procedures:

1. Operational expenses are defined as the costs of administering the FASD Service Network Program.
2. Operational expenses may include, but are not limited to, facility costs, office expenditures, insurance, banker fee, audit fee, and vehicle costs.
3. Salary and benefits for operational contracted positions, such as the Network Coordinator, are not included in the Network operational expenses as they are considered necessary for program delivery.
4. The Network will abide by funder's policies and procedures regarding capital expenditures. For example, FASD CMC funding has a limit of \$5,000 in a given year for capital expenditures.



Financial

Insurance

Policy:

The Leadership Team shall ensure that the Network and funded agencies carry adequate insurance.

Procedures:

1. The Network will have the following insurance coverage:
 - General Liability Insurance
 - Board Liability Insurance
 - Errors and Omission Insurance

2. The Network Coordinator will ensure that contracted service providers have adequate insurance coverage (property, general liability, professional liability, and automotive), and are able to provide proof of insurance when requested.



Financial

Budgeted and Unbudgeted Expenditures

Policy:

The Network shall ensure authority for approval of budgeted and unbudgeted expenditures that arise during the year.

Procedure:

1. The Network will manage funds according to its approved budget.
2. Any proposed expenditures must be approved by the Leadership Team.
3. The Network Coordinator and Leadership Team Co-Chairs have authority to approve unbudgeted expenditures under \$500.

Contracts

General Contractual Agreements

Policy:

The Leadership Team may contract consultants to assist in the implementation of Network operational priorities.

Procedures:

1. The Network shall use contractual agreements for contracting projects, at the discretion of the Leadership Team.
2. The Network Coordinator shall manage general contractual agreements, except for the Letter of Agreement between the Network and the Network Coordinator, which shall be managed by the Leadership Team Co-Chair(s) or their designante.
3. The Leadership Team will have written documentation regarding the need for and the recruitment process for each contractual positions.
4. The Network will have proof of funding for the contractual position, prior to signing any contract.
5. A written Letter of Agreement with a position title, description, terms of agreement, including expected deliverables and outcomes, accountability mechanism, and financial/other compensation associated with the position will be signed by the contractor and Leadership Team Co-Chair(s) or designate.

Contracts

FASD Service Delivery Contractual Agreements

Policy:

The Network shall have a defined format and process for entering into agreements with FASD service delivery contractors, including the Network Coordinator, that clearly outlines the terms, conditions and expectations of the Network for the contractor.

Procedures:

1. For funding received through the FASD CMC, the Network will follow the FASD Service Network Program Operating Grant Policies and utilize the identified Letter of Agreement and Schedule B format to enter into contractual agreements with service providers.
2. For funding received through other funders, the Network will either use templates provided by such funders, or utilize those used provided by the FASD CMC.
3. The Network Coordinator is responsible for the contract management of all Letters of Agreement and appendices for contractual agreements. This does not apply to the Network Coordinator Letter of Agreement, which is the responsibility of the Leadership Team Co-Chair(s).
4. Contract management is defined to include coordination of the negotiation and development of the Letters of Agreement and associated financial schedules.
5. Contract management shall further include timely monitoring and reporting to the Leadership Team and Executive Board on contractor compliance with the Letter of Agreement.
6. Contracts shall be managed in a matter consistent with the FASD Service Network Program Operating Grant Policies and with other funding sources as outlined in their policies.



Contracts

Service Quality and Compliance Review

Agency/Program Name:

Date Completed:

	YES/NO	COMMENTS
Have all employees/volunteers of the program signed an Oath of Confidentiality?		
Have employees/volunteers completed the GBA+ online training and provided proof of completion?		
Have employees completed the 'Information and Security Management' training?		
Have the direction setting documents listed in the Principles of Best Practice been reviewed?		
Are there Release of Information Forms/Consent to obtain information Forms on client files?		
Do the above forms and related assessment/intake forms contain clauses regarding purpose, legal authority and appropriate contact person/information in the event of questions related to the management of the individual's personal information re: FOIP?		
Do you provide employees formal guidance by way of policies and procedures regarding the protection of the privacy of personal information?		
Are all other program practices in compliance with the FOIP Act? Do you have a policy and procedure for FOIP?		
Are client files stored in a safe locked location? Do you have a sign in/out system? Do you provide employees guidance re: the appropriate storage, protection and use of paper files when taken off site?		
Does your agency have Errors and Omissions Insurance in an amount not less than \$2,000,000?		
Does your agency maintain Automobile Liability Insurance in an amount not less than \$1,000,000 on each vehicle owned, operated or licensed in the name of the Agency and ensure that all employees who provide transportation have the same coverage?		

Are Child Intervention Record checks and Criminal Record checks up to date for all staff involved in the program?		
Are job Descriptions up to date for each position?		
Is there a current Board of Directors list?		
Have you submitted the previous quarterly report and financials, as required?		
Additional Comments: 		

1. Please describe program successes, challenges and significant events over the past six months.
2. If currently running a surplus of funds, please explain why.
3. Do you partner with any other organization in the delivery of this program’s services? If so, who? Are there any partner related issues that you wish to discuss?
4. Are there any issues that the program is addressing that would be a deviation from the services outlined in the ‘Strategy Description’ template, please discuss.
5. How does your program evaluate the effectiveness of your strategies?
6. Are there any other comments or questions that you would like to discuss?

Contracts

Sample Letter of Agreement with Network Banker



This Banker Agreement is effective April 1, 20XX

BETWEEN: Contracted Agency

AND: Edmonton and area Fetal Alcohol Network Society

The Edmonton and area Fetal Alcohol Network Society in order to properly conduct its business employs XXX, whom has the capacity and competency to receive, hold and disburse Network funds as directed by the Network for the period of April 1, 20XX to March 31, 20XX.

1. SERVICES TO BE PROVIDED

During the length of the contract the Banker shall:

- Release Network Service Network Program funds according to funding decisions and timelines established by the Network and communicated through the Network Coordinator.
- Receive, hold and disburse other sources of funding the Network may obtain.
- Comply with financial reporting requirements established by the FASD-CMC, Alberta Corporate Registry and the Network.
 - Financial expenditure report April 1 – September 30, 20XX in the form of a Schedule B.
 - Yearend audited financial statement (provided no later than June 15, 20XX).
 - Financial Statement that meets requirement of the Alberta Corporate Registry (provided no later than June 15, 20XX).
- Maintain up-to-date records that are accessible to the FASD-CMC, Network and Network Coordinator.
- Complete the biannual Service Quality and Compliance Review with the Network Coordinator.

2. PAYMENTS TO BANKER

The Network agrees to pay the Network Banker the amount of \$XXX for services rendered during the term of this agreement. Any fees for services provided, such as financial audit and financial statement, will be paid from the Network Banker amount provided to the Contracted Agency for the specified services. Payment will be sent upon receipt of the FASD Service Network funds.

3. RECORD KEEPING

The Banker shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

4. TERM AND TERMINATION

- The term of this Agreement shall commence on the date indicated above and shall terminate upon completion of the year-end audited financial statement (Banker Agreements must be completed on a yearly basis).



- Either party may terminate this Agreement on thirty days written notice to the other party.
- In the event of termination, the Banker will furnish a written report describing the status of all work under this contract, complete a year to date financial report and return all held Network funds within thirty days of contract termination.

A copy of this agreement will be provided for your files.

FOR NETWORK BANKER

Date: _____

Agency Name: _____

By: _____

Network Banker Representative (print name and provide signature)

FOR THE EDMONTON and area FETAL ALCOHOL NETWORK

Date: _____

By: _____

Position: Network Coordinator

Contracts

Sample Letter of Agreement with Contracted Service Provider



To Contracted Service Provider,

THIS LETTER OF AGREEMENT MADE EFFECTIVE THE 1st DAY OF April 20XX.
BETWEEN:

Edmonton and area Fetal Alcohol Network Society,
("EFAN")

- and -

XXX
(the "Contractor")

The fiscal year will run from April 1, 20XX – March 31, 20XX.

All work for this project must be completed by March 31, 20XX.

EFAN wishes to obtain the Contractor's services on the terms and conditions set out in this Letter of Agreement; and

The Contractor is prepared to provide its services to EFAN on these terms and conditions;

Therefore, the parties agree as follows:

1. TERM OF LETTER OF AGREEMENT

- This Letter of Agreement shall be effective from the Effective Date until March 31, 202X unless terminated in accordance with this Letter of Agreement. If both parties sign this Letter of Agreement, it is treated like a legally binding contract.

2. PERFORMANCE OF SERVICES

- The Contractor agrees to perform the Services, as outlined in the attached Schedule A (strategy) and deliver the Program in accordance with the provisions of this Letter of Agreement and follow any reasonable directions from EFAN regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services.
- The Contractor agrees to notify EFAN in writing, at least 90 days in advance of any proposed change to Service delivery.

- The Contractor shall take reasonable precautions to ensure that any person, including those persons who are not employees, subcontractors, agents or volunteers of the Contractor, who come into contact with any Client do not pose a risk to any Client.
- The Contractor shall:
 - a) ensure that all employees, subcontractors, agents and volunteers who provide direct Services to Clients complete an initial check and every three years after the initial check:
 - i. a child intervention record check
 - ii. a criminal record check, including a vulnerable sector check.
 - b) review the checks set out above and document these reviews in writing; and
 - c) where checks indicate potential risk to Client(s), include in the Contractor's review the reasonable precautions put in place by the Contractor to mitigate the risk to Client(s).
- Contractor acknowledges and agrees that EFAN may provide reasonable directions to the Contractor in order to address potential risk to Clients.

3. MINIMUM STANDARDS

- The Contractor shall:
 - a) comply with Standards as set out by EFAN's Bylaws and Operational Policies and Procedures; and
 - b) complete the "Service Quality and Compliance Review" provided to the Contractor by EFAN.
- The Contractor acknowledges that if the Contractor does not comply with the Standards, EFAN may do either or all of the following:
 - a) require the Contractor to develop and carry out an action plan approved by EFAN and Contractor to re-establish compliance with the Standards; and
 - b) terminate this Contract in accordance with the Article 16 - Termination.

4. PROGRAM AND SERVICES AUDIT

- In relation to the Services, if requested by EFAN, the Contractor shall:
 - a) permit EFAN or an agent of EFAN to review, evaluate or audit the Program and Services, and any Program and Services related Records;
 - b) provide copies of any Records that EFAN or an agent of EFAN requires in order to complete its review, evaluation or audit;
 - c) obtain any releases the Contractor needs to comply with the above Articles.
- In relation to the Services, if requested by EFAN, the Contractor shall:
 - a) implement any reasonable recommendations resulting from a review, evaluation or audit of the Program or Services or Program and Services related Records conducted by or for EFAN; and

b) provide reporting to EFAN regarding implementation of recommendations from the review, evaluation or audit in the form and within the timeframes required by EFAN.

- At EFAN’s request, the Contractor shall provide EFAN with a copy of all Contractor policies and rules pertaining to the Program and Services provided under this Letter of Agreement and EFAN agrees not to release these policies and rules further without the Contractor’s written consent unless obligated under the *FOIP Act* or other applicable laws.

5. PAYMENT & FINANCE

- EFAN agrees to pay, if in receipt of funds, the Contractor a maximum sum of \$XXXXX (Canadian funds), including expenses, to perform the Services. The Contractor shall be paid in accordance with the following schedule:

Release Date
As soon as reasonably possible after full execution of this Agreement, April 1, 202X.
As soon as reasonably possible after XXXX

- The payments made under this Letter of Agreement shall be received and held by the Contractor on account and applied to Expenditures as they are incurred and to the remuneration for Services as they are delivered.
- The Contractor shall apply the payments set out in Article 5 for the provision of Services and payment of Expenditures in accordance with Schedule B as amended from time to time and approved by EFAN.
- If, annually during the Term this Letter of Agreement ends or terminates, EFAN determines that a surplus exists, the Contractor shall within 30 days of EFAN’s demand, repay the entire Surplus, as EFAN directs.
- EFAN may withhold any payment if the Contractor fails to provide EFAN financial reports or information required in this Letter of Agreement within the stated period.
- The Contractor may reallocate Expenditures set out in the Schedule B in accordance with the ‘Financial Reporting for FASD Service Delivery Contractual Agreements’ in the EFAN Operational Policies and Procedures.
- The Contractor shall provide EFAN with an updated Schedule B to reflect any approved reallocation.

6. RECORDS AND REPORTING

- The Contractor shall:
 - a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Letter of Agreement and, on demand, provide to EFAN these documents to examine, audit and make copies and take extracts;
 - b) keep the documents referred to in Article 6 for ten years following the completion or termination of this Letter of Agreement;
 - c) provide EFAN with any reports required including but not limited to a bi-annual schedule B (no later than October 15 of the given year), year-end unaudited schedule B (no later than April 30 of the given year), quarterly narrative reports, quarterly submission of the Online Reporting System and Penelope;

- d) in cases where a contract is over \$500,000 the Contractor will be required to provide an audited Schedule B with the accompanying Auditor's Report no later than 90 days after the reporting date(s) specified in the Letter of Agreement or 90 days after the termination date.
 - e) for contracts more than \$250,000 but less than \$500,000 the Contractor will provide a copy of the un-audited Schedule B, certified by two representatives with designated signing authority, along with a Review Engagement Report no later than 90 days after the reporting date(s) specified in the Letter of Agreement or 90 days after the termination date.
 - f) for contracts less than \$250,000, the contracted service provider will provide a copy of the un-audited Schedule B, certified by two representatives with designated signing authority, no later than 90 days after the reporting date(s) specified in Letter of Agreement or 90 days after the termination date.
 - g) in addition, provide information about the Services, to EFAN, upon the request of EFAN.
- The Contractor acknowledges that EFAN is not liable for any deficit or any other financial loss incurred by the Contractor in the performance of this Letter of Agreement.

7. NON-ASSIGNABILITY AND SUBCONTRACTING

- The Contractor shall not:
 - a) assign or otherwise dispose of any of its rights, obligations or interests in this Letter of Agreement; or
 - b) subcontract the Services (other than as specified in Schedule A)

without the prior written consent of EFAN, which shall not be unreasonably withheld.

- When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - a) be responsible for remunerating the subcontractor(s);
 - b) be responsible for the performance and activities of the subcontractor(s); and
 - c) contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Letter of Agreement.

8. COMPLIANCE

- The Contractor shall comply with the provisions of all laws, now in force or in force after the signing of this Letter of Agreement, that expressly or by implication apply to the Contractor in performing the Services.

9. MATERIAL OWNERSHIP

- Ownership of all Materials including any Record, other than Original Notes, which are made, generated, produced, or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services under this Letter of Agreement belong to EFAN. The Materials shall be delivered to EFAN upon completion or termination of this Letter of Agreement, or upon request of EFAN.

- The Contractor shall cooperate with EFAN in protecting EFAN's ownership or intellectual property rights in the Materials.

10. NON-DISCLOSURE OF INFORMATION

- All information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services ("EFAN's Information"), shall not be disclosed or published by the Contractor without the prior written consent of EFAN. The Contractor may disclose EFAN's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Letter of Agreement.
- The Contractor's obligations do not apply to information or documents which:
 - a) are or become publicly available through no act or omission of the Contractor;
 - b) are independently developed without benefit of EFAN's Information; or
 - c) are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- The Contractor shall retain EFAN's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of EFAN's Information. The Contractor shall immediately advise EFAN of any unauthorized access, use, disclosure, loss or destruction of EFAN's Information, and shall provide EFAN any assistance reasonably required to rectify such a situation.
- The Contractor shall return or deliver EFAN's Information to EFAN upon completion or termination of this Contract, or upon request of EFAN.
- EFAN's Information may be disclosed to the extent required by law or court order, provided that EFAN is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- The Contractor acknowledges that this Letter of Agreement, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to EFAN's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- The Contractor shall not collect, use or disclose any Personal Information under this Letter of Agreement except as reasonably required to fulfill its obligations under this Letter of Agreement, or as otherwise expressly authorized in writing by EFAN.
- In providing the Services the Contractor shall 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 EFAN's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Letter of Agreement.
- The Contractor shall:

- a) protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - b) advise EFAN within 24 hours of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to EFAN to prevent or remedy the same;
 - c) provide EFAN with any information regarding the Contractor's security measures that EFAN may require to verify compliance with the *FOIP Act*.
- The Contractor shall store all records of Personal Information which are disclosed to the Contractor under this Letter of Agreement, including records that are collected, used or stored on behalf of EFAN.
 - The Contractor shall act on any direction that EFAN may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.
 - The Contractor shall ensure that any consent form used by the Contractor complies with all applicable municipal, provincial and federal laws.

12. INDEMNITY AND LIABILITY

- Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - a) that party's breach of this Letter of Agreement; or
 - b) the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Letter of Agreement.
- The Contractor shall indemnify and hold harmless EFAN against and from any loss or damage to the real or personal property of EFAN to the extent arising from the Contractor's breach of this Letter of Agreement or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

13. INSURANCE

- The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Letter of Agreement, insure its operations under a contract of general liability insurance 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.
- The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$1,000,000.
- The Contractor shall, without limiting its liability under this Letter of Agreement, maintain throughout the Term and for a period of 12 months following the completion or termination of this Contract, Errors and Omissions insurance, in an amount not less than \$2,000,000 insuring its liability resulting from errors or omissions in the performance of its professional services under this Letter of Agreement.
- The Contractor will comply with the requirements of the *Workers' Compensation Act* and *Occupational Health and Safety Act* (including all regulations, orders and codes of practice established pursuant thereto) at all times

during the Term and will, on request of EFAN, provide EFAN with reasonable evidence of either such compliance or its exemption from compliance.

- The Contractor shall provide EFAN with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of EFAN.

14. RELATIONSHIP OF PARTIES

- The relationship of the Contractor to EFAN in performing the Services under this Letter of Agreement is that of an independent contractor, and nothing in this Letter of Agreement is to be construed as creating agency, or employment relationship between the Contractor and EFAN.
- This Letter of Agreement is not a continuation of any other contractual relationship. This Letter of Agreement shall end on termination or expiry and the parties acknowledge and agree that this Letter of Agreement does not represent a commitment to any continuing relationship between the party beyond expiry or termination.

15. NOTICES

- Any notice to be made under this Letter of Agreement is to be made in writing, and is effective when delivered to the address or transmitted by email, as follows:

EFAN: Edmonton and area Fetal Alcohol Network Society
Address: 10320 – 146 Street, Edmonton AB, T5N 3A2
Attention: Network Coordinator/Network Board Chairs
Email: edmontonfetalalcoholnetwork@gmail.com

The Contractor:
Address:
Attention:
Email:

The parties respectively designate for the time being, the individuals identified in this Article as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- Any notice personally served or emailed shall be deemed received when actually delivered or received, if delivery or email is on a Business Day, or if not on a Business Day, on the following Business Day.

16. TERMINATION

- This Letter of Agreement may be terminated:
 - a) without cause or reason by either party giving 90 days written notice to the other;
 - b) at any time, by mutual agreement of the parties; or
 - c) with cause at any time without notice.
- If this Contract is terminated:
 - a) all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Letter of Agreement are the property of EFAN;

- b) EFAN shall only have to pay the Contractor for the Services completed in accordance with this Letter of Agreement up to the effective date of termination;
 - c) Surplus is calculated as of the effective date of termination; and
 - d) The Contractor shall not be entitled to any loss of prospective profits, contribution to overhead or incidental, consequential or other damages because of termination.
- Notwithstanding the above, EFAN reserves the right to withhold payments and suspend the provision of Services by the Contractor if the Contractor:
 - a) in the reasonable opinion of EFAN, jeopardizes the care, safety or health of any Client; or
 - b) fails to comply with reporting requirements set out in the Letter of Agreement.
 - If this Contract is terminated or expires:
 - a) the Contractor and EFAN shall develop a termination assistance plan for transition of the Program or Services from the Contractor to any alternate Contractor; and
 - b) the Contractor agrees to provide answers to questions from any alternate contractor regarding the Program or Services, systems and any other Records provided by the Contractor to EFAN on an “as needed” basis, for a period of three months or such other time period the parties agree to.

17. PARTIES’ REPRESENTATIVES

- EFAN designates the Network Coordinator as the EFAN representative for communications and ongoing contact between EFAN and the Contractor in matters relating to this Letter of Agreement.
- The Contractor designates XXXX as the Contractor’s representative for communications and ongoing contact between EFAN and the Contractor in matters relating to this Letter of Agreement.
- Either party may change its designated representative above by sending written communication to the other party of such change.

18. CONFLICT OF INTEREST AND ETHICAL CONDUCT

- The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - a) the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of EFAN knowing that the decision might further their private interests;
 - b) where the Services involve providing advice, making recommendations to EFAN or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - c) except for payment as set out in this Letter of Agreement, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;

- d) the Contractor and its employees, subcontractors and agents shall not have any 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 the Services;
 - e) the Contractor, upon request by EFAN, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - f) the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to EFAN in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of EFAN. If EFAN is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, EFAN may terminate this Letter of Agreement.
 - In the event that a dispute or misunderstanding should occur between EFAN and the Contractor regarding this Letter of Agreement or either party's contractual obligations, both parties agree to resolve the difference of opinion through:
 - a) Informal discussion/problem solving - Parties work together informally to either reach a solution or agree to drop the matter;
 - b) Direct negotiation - Formal unassisted negotiations directly between the affected parties;
 - c) Mediation - A neutral third party helps parties develop a solution they can both agree on.

19. GENERAL

- This Letter of Agreement contains the entire agreement of the parties concerning the subject matter and except as expressed in this Letter of Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- Any waiver by either party of the performance by the other of an obligation under this Letter of Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- The rights and remedies of EFAN under this Letter of Agreement are cumulative and any one or more may be exercised.
- Unless otherwise provided for in this Letter of Agreement, the Parties may amend this Letter of Agreement only by mutual written agreement signed by the parties.
- This Letter of Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- This Letter of Agreement shall be for the benefit of and binds the successors and assigns of the parties.
- The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Letter of Agreement.



Notwithstanding the dates noted below this Contract is made effective as of the Effective Date.

Edmonton and area Fetal Alcohol Network –
Executive Board Representative

(Name of Contractor)

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Communications

Media

Policy:

The Network will ensure all information provided to the media aligns with the Network mission, vision and goals and respects the privacy of the contractors and individuals.

Procedures:

1. Responsibility for media relations: the responsibility for formal media relations rests with the Leadership team Co-Chairs or designate. The Chair(s) may designate another Leadership team member or the Network Coordinator for contact with the media.
2. Informal public relations: All representatives of the Network play an important role in the informal day-to-day public relations of the Network. It is required that all representatives promote a positive and enhancing image of the Network and the individuals it serves.
3. Confidentiality of Network representatives: In all aspects of relations with the media, the confidential relationship of all persons connected with the Network shall be fully observed. Representatives of the Network may agree to release information regarding their involvement with the Network. If provided by another member of the Network, the representative must give written permission to release the information and specify the type and purpose that the information will be used for.
4. Confidentiality of individuals: In all aspects of relations with the media, the Network must respect the privacy and dignity of individuals being served by the Network. Prior to any information being given to the media, written permission must be obtained from the individual, specifying the type and purpose the information will be used for.
5. Request for information: In general, requests for information about the Network and its services should be directed to the Network Coordinator. Written or audio-visual material approved by the Leadership Team may be distributed as requested.
6. Interviews and presentations: Requests for interviews and presentations shall be referred to the Network Coordinator or Leadership Team Co-Chair(s) to decide on the appropriate person to provide the interview or presentation.



Communications

Confidentiality

Policy:

All internal and external promotion and communication shall ensure the confidentiality of those involved, unless the release of private information is deemed necessary or advantageous. The information is to be only provided, pending the release of information by the individual.

Procedures:

1. Consent for release of photographs: The use of pictures of individuals for promotions and communication shall only be done pending the written consent of the individual for the photo to be used. Consents must be specific to the photographs to be used and the purpose of the picture.
2. Use of photographs: Photographs will only be used to portray the Network, and individuals in a positive light, respectful of both.
3. Consent for release of information: Information will only be released on the written consent from the individuals and organizations. All consents will be specific, time limited and housed with the Network official files.