

Letter of Agreement with Contracted Service Provider



To Contracted Service Provider,

THIS LETTER OF AGREEMENT MADE EFFECTIVE THE 1st DAY OF April 2026.
BETWEEN:

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

- and -

**Unlimited Potential Community Services
(the "Contractor")**

The fiscal year will run from April 1, 2026 – March 31, 2027.

All work for this project must be completed by March 31, 2027.

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, 2027 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
- The Contractor acknowledges that if the Contractor does not comply with the Letter of Agreement, 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 Letter of Agreement; 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 \$631,760.00 (Open Arms), Canadian funds, including all expenses and taxes, to perform the Services. The Contractor shall be paid in accordance with the following quarterly schedule:

Release Date
As soon as reasonably possible after full execution of this Agreement, April 1, 2026, July 1, 2026, October 1, 2026, January 1, 2027

- Payments made under this Letter of Agreement shall be received and held by the Contractor on account and applied solely to the provision of Services and related expenditures as defined in this Agreement.
- EFAN supports two approved financial processes for payment:
 - **Invoice Method:** The Contractor submits invoices for payment based on deliverables, milestones, or timelines identified in the approved budget and payment schedule outlined in this Agreement.
 - **Schedule B Method:** The Contractor expends and reports funds in accordance with the approved Schedule B and its expenditure categories, as may be amended from time to time with EFAN's written approval.
- The Contractor shall not use EFAN funds for the purchase or lease of capital assets.
- If, annually during the Term or upon termination, EFAN determines that a surplus exists, the Contractor shall, within 30 days of EFAN's written request, repay the surplus as directed by EFAN.
- EFAN may withhold payment if the Contractor fails to provide financial reports, invoices, or other required documentation within the timelines set out in this Agreement.

- For Contractors using the **Schedule B Method**, any reallocation of expenditures must comply with EFAN's *Financial Reporting for FASD Service Delivery Contractual Agreements Policy*. Written approval from EFAN is required for reallocations exceeding approved thresholds.
- The Contractor shall provide EFAN with an updated Schedule B or budget, as applicable, to reflect any approved reallocations or amendments.

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 invoices for payment, 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) for contracts over \$500,000, the contracted service provider must provide either an audited Schedule B or audited Financial Statement with the accompanying Auditor's Report, or equivalent audited financial documentation supporting the invoices submitted to EFAN. These must be provided within 90 days of the reporting date(s) specified in the Letter of Agreement, or 90 days after contract termination;
 - e) for contracts more than \$250,000 but less than \$500,000, the contracted service provider must provide either an un-audited Schedule B certified by two authorized signatories with a Review Engagement Report, or a summary of invoiced program expenditures verified by the agency's financial officer and supported by a Review Engagement Report, within 90 days of the reporting date(s) or contract termination;
 - f) for contracts less than \$250,000, the contracted service provider must provide either an un-audited Schedule B certified by two authorized signatories, or a certified summary of invoiced program expenditures within 90 days of the reporting date(s) or contract termination.
 - 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:
- 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; at any time, by mutual agreement of the parties; or 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 will designate an individual 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

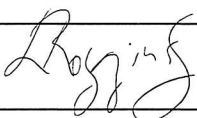
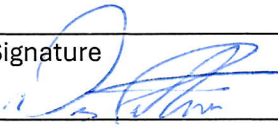
- The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without 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 Representative	Unlimited Potential Community Services
Signature 	Signature 
Print Name Lisa Rogozinsky	Print Name <i>Darcy Petrovic</i>
Date February 1, 2026	Date <i>Feb 6, 2026</i>

Schedule A

Pillar #:	Supports & Services (4)
Action Name:	Adult Mentorship: Unlimited Potential Community Services ~ Open Arms Program
Action Item #:	15
Description of Action	
<p>Goal: To support adults with, or possibly with, FASD through coordinated, relationship-based mentorship that strengthens wellbeing across the domains outlined in the Towards Healthy Outcomes framework. The Open Arms program provides flexible supports, including intensive one-to-one mentorship, navigation, and culturally responsive outreach, to help adults build stability, improve daily living, deepen interdependence, and maintain safer, more predictable lives. All services are grounded in trauma-informed, harm-reduction, restorative, strength-based, and culturally respectful practice, recognizing the unique pathways, capacities, and lived experiences of each individual.</p> <p>Key Activities:</p> <ul style="list-style-type: none"> • Work collaboratively with participants to establish individualized goals and identify priority needs. • Provide a continuum of support that includes short-term assistance, ongoing one-to-one mentorship, and group programming that fosters connection, routine, and skill-building. • Navigate and advocate within community systems to improve access to housing, income supports, health and mental health services, employment and education resources, substance use supports, parenting supports, and social services. • Develop and maintain case management plans that reflect assessment recommendations, available natural supports, and evolving participant needs, including support during major life transitions. • Track participant outcomes over time and adjust supports to reflect progress, changing circumstances, and emerging needs. • Collect and report required program and participant data through ORS and EFAN reporting tools. • Distribute EFAN client surveys and actively participate in Network activities and collaborative system work. • Ensure all service delivery is grounded in FASD-informed practice, trauma-informed approaches, and ongoing staff training and development. <p>Implementation Plan:</p> <ul style="list-style-type: none"> • Maintain a skilled team funded to deliver mentorship, outreach, navigation, and group programming. • Follow a consistent participant pathway: referral/intake → THO-based goal-setting → mentorship and navigation → progress monitoring → support through transitions • Use ORS, Unlimited Potential’s outcome tracker, and EFAN evaluation tools for continuous quality improvement. • Strengthen collaboration with health, housing, justice, mental health, and employment systems to support coordinated access. <p>Alignment with the Government of Alberta FASD Strategic Plan (2024–2027): The Open Arms Program strongly advances Strategic Direction 2: Enhancing FASD-Informed Services by delivering individualized, relationship-based mentorship grounded in trauma-informed, culturally respectful, and strength-based practice. Its use of THO domains ensures supports are holistic and</p>	

connected to wellbeing, safety, stability, and developmental needs. Through its adaptable, person-centred approach, the program reflects the provincial guiding principles of dignity, cultural safety, reconciliation, and inclusive, community-driven service delivery.

Open Arms also contributes significantly to Strategic Direction 1: System Development & Quality Improvement through consistent ORS reporting, shared planning with EFAN, and evidence-informed outcome monitoring. The program plays a key role in Strategic Direction 3: Supported Transitions, helping adults navigate housing, justice, mental health, income supports, and employment systems—areas identified as critical transition points in the provincial plan. Its harm-reduction approach, focus on wellness, and strong ties to addictions and mental health services align with Strategic Direction 4: Strengthening Mental Health & Addiction Supports. When working with Indigenous participants, the program incorporates culturally responsive, respectful practice, supporting Strategic Direction 5: Strengthening First Nations, Métis, and Inuit Engagement and upholding the plan’s commitment to reconciliation and Indigenous-led approaches.

Proposed Qualitative Outcomes

Anticipated Changes

- Increased stability across THO wellbeing domains, including improved routines, safety, and daily living skills.
- Greater confidence navigating community systems and accessing supports.
- Enhanced social connection, reduced isolation, and stronger cultural or community engagement.
- Improved ability to manage stress, crises, substance use concerns, and life transitions.
- Stronger interdependence and expanded natural support networks.

Outcome Reporting

- EFAN client surveys and agency satisfaction tools.
- Mentor observations and case summaries highlighting improvements in stability, functioning, and wellbeing.
- ORS data tracking demographics, presenting issues, and changes over time.

Proposed Quantitative Outcomes

Quantitative Indicator	Target	Anticipated FTE
Clients supported through navigation and mentorship services.	60	5.0

How Associated Quantitative Data will be Captured

Data will be captured in the Online reporting System.

Service Delivery Partners and other Funding Source(s) if Applicable

Unlimited Potential Community Services, Edmonton and area Fetal Alcohol Network Society

