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## GRANT AGREEMENT

### BETWEEN

**STETTLER & DISTRICT FAMILY AND COMMUNITY SUPPORT SERVICES (FCSS)**

### AND

#### **Program Grant**

- The Operating Grant shall be utilized solely for the purpose of delivering the program for which it was provided.
- Shall be paid to the organization on a monthly basis, ***upon submission of monthly income statements***
- Shall pertain only to the calendar year for which the Grant was approved by FCSS
- Shall be used in accordance with the FCSS Act and Regulations.
- Services provided under a program **must not**:
  - Provide primarily for the recreational needs or leisure time pursuits of individuals,
  - Offer direct assistance, including money, food, clothing or shelter to sustain an individual or family, or
  - Be primarily rehabilitative in nature; as well:
- Expenditures of a program **may not** include:
  - The purchase of land or buildings,
  - The construction or renovating of a building,
  - The purchase of motor vehicles,
  - Any costs required to sustain an organization that do not relate to direct service delivery under the program,
  - Municipal property taxes and levies, or
  - Any payment to a member of a board or committee referred to in section 3(b) or (j), other than reimbursement for expenses referred to in section 3(l) of the Provincial Regulation 218/94.
- If the programs financial information discloses an annual surplus in the fiscal year respecting which FCSS has rendered a Grant, the Operator shall within 90 days of the request repay part or all the Grant funds for that fiscal year as FCSS reasonably requires.
- The Organization shall, prior to making changes in revenue or expenditures of the amounts shown in the budget contained in the approved budget, obtain the consent of the FCSS Executive Director and Board of Directors.

### **Program Grant Qualification**

In order to meet FCSS basic criteria for grant funding, the Organization must:

- Operate as a registered charitable organization or Society;
- Provide **preventive** social services based on community needs
- Practice equal opportunity participation and non-discriminatory policies;
- Have adequate program and administrative staff with the ability to operate the FCSS-funded program or programs effectively;
- Conduct security/prior involvement checks on all program staff members (at the initial point of employment and once every three years thereafter);
- Maintain valid insurance coverage (see insurance section)
- Provide FCSS with ninety (90) days' notice in advance of any proposal to alter its services, function or mandate;
- Provide FCSS upon request any monthly program statistics, demographics or information as requested,

### **Reporting Requirements**

The Organization shall:

- at its own cost and within sixty (60) days after the end of the fiscal year during which the Grant is rendered, provide FCSS with a Review Engagement Report respecting the referenced fiscal year for the Organization and for the FCSS-funded program(s);
- in addition, at FCSS' request and cost provide an independently audited financial statement at any time during the year respecting which the Grant is rendered hereunder;
- at FCSS' direction, make all financial records relating to the FCSS-funded program(s) available to FCSS;
- within thirty (30) days of the Organization's Annual General Meeting, provide to FCSS a copy of the duly signed minutes of said meeting;
- provide to FCSS upon request a copy of all general operating policies impacting the FCSS-funded program(s);
- provide to FCSS in writing immediate notice of any changes to its operations, policies or services;
- permit FCSS to review and evaluate the facility (if any) and the program(s) delivered by the Organization; at FCSS' direction the Organization shall provide a progress report regarding implementation of recommendations from any such review or evaluation.

### **Management of Information**

The Organization shall maintain the following records and information, and shall provide the same to FCSS immediately upon FCSS' request:

- monthly statistics and demographic information on program participants; and
- Any other program records created or obtained pursuant to this Agreement.

### **Confidential Information**

The Organization agrees that all information and records held by, generated by or submitted to either Party in relation to:

- the Organization's provision of FCSS-funded program ;or
- the administration of this Agreement shall be considered FCSS' property, and all such records and information shall be administered in conjunction with the *Act* and other applicable privacy or access legislation.

Without limiting the generality of the above:

- any Personal Information held by the Organization in conjunction with its provision of FCSS-funded program or programs shall be used for the sole purpose of providing these program(s), and all reasonable measures shall be taken in order to maintain the confidential nature of such information;
- only those individuals who are involved in the administration of this Agreement shall have access to Personal Information and
- FCSS requires immediate notification in the event that there has been a suspected unauthorized disclosure of the Personal Information to any third party, and the Organization shall take all reasonable steps thereafter to control the further dissemination of Personal Information and shall remedy the damage caused by the disclosure.
- The Organization covenants and agrees to hold and keep all Personal Information secret and confidential (except for information properly within the public domain) and shall not at any time disclose such information, and shall at all times prevent the same from being disclosed, to any person, firm, organization, or corporation, except with the prior written consent of FCSS, which consent may be unreasonably or arbitrarily withheld at the discretion of FCSS
- The Organization covenants and agrees that it shall not, without the prior written consent of the person holding the office of Executive Director of Stettler & District Family and Community Support Services or such other person as may be designated by Stettler & District Family and Community Support Services from time to time, which consent may be unreasonably or arbitrarily withheld at the discretion of either FCSS, copy or otherwise reproduce or render capable of reproduction by any means whatsoever, all or any part of the Personal Information.
- The Organization agrees to return all Personal Information which it may hold in its possession (without retaining copies of any such Confidential Information) to FCSS immediately upon the demand of FCSS and in any event immediately upon the termination of organization's contract with FCSS.

- The Organization shall not use any Personal Information for its own benefit, other than to deliver the FCSS-funded program or programs for FCSS.
- The Organization will not engage a sub-contractor for this contract without notifying and gaining permission from the Executive Director of Family and Community Support Services.

### **Insurance**

Pursuant to its ongoing activities, the Organization shall, in both its own name and in the name of FCSS (as an additional insured) place and maintain a policy of insurance respecting commercial general liability and errors and omissions.

- The Organization shall be solely responsible for determining that it has sufficient and effective insurance coverage as required by FCSS, and acceptance or rejection of the same by FCSS shall not in any way make FCSS liable to the Organization or imply that FCSS acts as a representative of the Organization further to considering the sufficiency or effectiveness of coverage.
- Notwithstanding, insurance coverage may be reviewed by FCSS from time to time and the requisite endorsements shall be amended as FCSS in its sole discretion deems necessary, and in any event (unless otherwise specified by FCSS), on a per occurrence basis, the required insurance coverage shall not be less than five million (\$5,000,000.00) dollars.
- In evidence of valid insurance coverage, the Organization shall, upon FCSS' request, provide to FCSS a copy of a Certificate of Insurance using the form provided by FCSS.
- Notwithstanding the requirements of this Section, the Organization's obligation to obtain a policy of insurance covering activities relating to the subject matter of this Agreement applies only if FCSS, in its sole discretion, determines that the said activities are not fully covered under another policy of insurance held by the Operator.

### **Indemnity**

The Organization shall at all times indemnify and save harmless FCSS against:

- Any and all losses, damages, demands, claims, liabilities, costs and expenses of every kind and nature, including lawyer's fees (on a solicitor and own client basis) that are reasonably incurred in the prosecution, defense or appeal of any action in respect of; or
- Any payment made in good faith in settlement of any claim arising out of, occasioned by, or in any way related to,
- Any acts or omissions of the Organization in the purported performance or non-performance of this Agreement.
- If FCSS is required to take any action, incur any costs or expend any funds, howsoever arising because of the Organization's purported performance or non-performance of this Agreement, the Organization shall reimburse FCSS for all costs it so incurs, including legal fees on a solicitor and own client basis.
- This section shall survive the termination or expiration of this Agreement.

## **Termination / Suspension**

This Agreement may be suspended or terminated:

- without cause, by either Party providing the other with sixty (60) days' written notice of said suspension or termination;
- at any time, by mutual agreement of the Parties;
- upon thirty (30) days by written notice by either Party in the event that the other has breached any material term of this Agreement including but not limited to misallocation of FCSS Grant funds, funding expenditures or activities ineligible under the Provincial FCSS Act, Regulation or Guidelines; and
- upon thirty (30) days written notice by FCSS in the event that the Organization's services or mandate change in such a way as to be inconsistent with the FCSS Provincial Program Legislation, objectives or guidelines, or Municipal policies or guidelines.

In the event this Agreement is terminated, the Organization shall immediately repay part or all of the Grant funds as FCSS reasonably requires.

In the event of suspension, the Organization is not obligated to deliver services to the community, nor is FCSS responsible for payment of Grant funds relating to the Organization's activities following the date of suspension.

In an effort to avoid the termination or suspension of this Agreement, the Parties may appoint a mutually acceptable mediator to assist in the resolution of any dispute arising of this Agreement.

## **Declaration of Submission and Compliance**

In making this application, we, the undersigned Board Chair and Director of the Organization, hereby represent to FCSS and declare that to the best of our knowledge and belief, the information provided is truthful and accurate, and the application is made on behalf of the named organization and with the Board of Directors' full knowledge and consent.

In making this application, we the undersigned believe to the best of our knowledge, the information contained in this application complies with the requirements and conditions set out in the Family and Community Support Services Act and the Conditional Funding Agreement Regulation available online at:

[http://www.qp.alberta.ca/1266.cfm?page=1994\\_218.cfm&leg\\_type=Regs&isbncln=0773263004](http://www.qp.alberta.ca/1266.cfm?page=1994_218.cfm&leg_type=Regs&isbncln=0773263004)

In making this application, we, the undersigned understand the contents of this application outline the conditions and subsequent expectations of what the FCSS Operating Grant is being provided for and hereby represent to FCSS and declare that the named organization will provide those programs that have been mutually agreed to, including fulfilling all reporting requirements as outlined.

***Please be aware that outcomes Reporting for the grant year will be due January 30. If outcomes are not correctly and completely recorded, any future funding will be withheld.***