

Government Transfers - CBO Draft Agreement

Instructions have been included throughout this template agreement in blue bold font. These instructions should be removed when drafting your agreements.

Government transfers is an accounting term used to describe the transfer of assets by a government to another party where the government does not receive anything directly in return. Government transfers can be in the form of grants, shared cost arrangements or entitlements. Government transfers are to be expensed when they are authorized by the transferring government and any eligibility criteria have been met by the Agency.

The term 'financial assistance' has been used throughout this template agreement in place of, or as a reference to, government transfers. The term 'financial assistance' should not be confused with the cash payments of that assistance. In some cases, a transfer expense may need to be recorded before the cash payment is made. It is important to differentiate transfers expense (accounting perspective) from cash payments throughout this agreement.

The template agreement acknowledges that a Ministry may intend to give up its discretion and fully authorize the transfer in the first year of an agreement (whether the agreement spans one year or multiple years), or a Ministry may choose to retain its discretion and incorporate further authorization steps over the term of a multi-year agreement. This template identifies a possible further authorization step to be the Legislative Assembly's approval of an Appropriation Act in each future year.

Eligibility criteria could also result in recording transfers expense over the term of a multi-year agreement, as transfers are not recorded as an expense until they are authorized and eligibility criteria are met.

In all cases, a transfers expense must be recorded when the transfer has been authorized and any eligibility criteria have been met, regardless of whether there is sufficient appropriation. However, an appropriation must be charged when a transfers expense is recorded. Therefore, sufficient appropriation must be obtained through special warrant, virements or other means available. As per *The Financial Administration Act, 1993*, if sufficient appropriation is not obtained, any amounts expensed in excess of the appropriation for the fiscal year is a first charge against a suitable appropriation in the following fiscal year.

THIS AGREEMENT MADE this _____ day of _____, 201x.

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Saskatchewan, as represented by the Minister of ***** (hereinafter referred to as the "Minister")

OF THE FIRST PART

-and-

(hereinafter referred to as the "Agency")

**Insert proper full legal name of the Agency and address
(if a corporation - confirm status and name with Corporation's Branch 787-2962)**

OF THE SECOND PART

INTRODUCTION

Authorization under accounting rules requires two actions by the transferring government: the legislative authority (noted in this section) must be in place; and the transferring government must exercise the authority, which indicates the government has made a decision to provide financial assistance and leaves the government with no discretion to avoid it. Often that evidence would be an agreement like this – as long as the agreement does not leave room for the government to avoid providing the financial assistance.

It is not required but it is a good idea to set out the authority for entering into the agreement here.

Whereas the Minister desires the delivery of certain services for the purposes of ***** for the period specified herein;

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

And Whereas the Minister is authorized to enter into an Agreement to provide financial assistance to the Agency for this purpose under the authority granted by sections *** of *(insert legislation that authorizes the Agreement)*;

Therefore the Parties agree as follows:

1.0 DEFINITIONS AND SCHEDULES:

If there are terms used in this Agreement consistently, then think about defining those terms so that they mean the same throughout.

Definitions can be added or removed as appropriate.

Make certain all terms defined in this section are used in the Agreement.

Make certain any section numbers referenced in the definitions are correct.

Those likely to be required are included.

- 1) In this Agreement:
 - (a) “Agency Budget” means the itemized budget allocations of the Agency for delivery of the Services set forth in Schedule “C”
 - (b) “Agreement” means this Agreement and includes all Schedules attached to this Agreement;
 - (c) “Client Records” means file recordings, documents and information kept by the Agency which relate to the provision of Services by the Agency to its clients;
 - (d) “fiscal year” means April 1st of one year up to and including March 31st of the next year.
 - (e) “Records” means Client Records and Services Records
 - (f) “Services” means those Services set out in Schedule “A”, and unless otherwise indicated includes all labour, equipment and materials which the Agency may require to provide the Services;
 - (g) “Services Records, means all documents, books, accounts and other information of the Agency relating to the provision of Services under this Agreement other than Client Records
 - (h) “surplus funds” means the money remaining at the end of a fiscal year from the payments the Agency has received from the Minister under this Agreement, after payment of all expenses related to the delivery of Services which are set out in the Agency Budget;
 - (i) “Term” means the period this Agreement is to be in effect, as specified in section 2.1

Optional

- (xx) “quarter” or “quarterly” means the three month period in each fiscal year from April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; and January 1st to March 31st.
- (xx) “operational plan” means the Agency’s plans for the fiscal year including program, capital, financial and human resources plans.

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

- (a) Schedule “A” - Services
- (b) Schedule “B” - Payment Schedule
- (c) Schedule “C” - Agency Budget
- (d) Schedule “D” - Reporting Requirements
- (e) Schedule “E” - Criminal Record Checks
- (f) Schedule “F” - Record Retention Schedule

2.0 TERM (This contract may be for multiple fiscal years)

2.1 This Agreement will commence April 1, 20xx and will expire March 31, 20xx.

An issue with multi-year agreements is whether the full amount of the financial assistance (transfer) should be recorded as an expense in the first year of the agreement or whether an annual amount should be recorded as an expense in each year of the agreement.

- **When a multi-year transfer is fully authorized by the transferring Government upon signing an agreement that spans more than one year, the Government has lost its discretion to avoid proceeding with the transfer and a transfer expense for the full amount of the agreement would be required in the first year, if eligibility criteria have been met.**
- **Alternatively, when the agreement contains a clause that indicates the government still has discretion because authorization has yet to occur in each of the future years, a transfer expense would be recorded in those future years when authorization has been granted, if eligibility criteria have been met.**

Note that the eligibility criteria outlined in section 4.0 could also result in recording transfers expense over the term of a multi-year agreement, as transfers are not recorded as an expense until they are authorized and eligibility criteria are met.

Choose one of the following section 3.0’s:

3.0 BINDING AND ENFORCEABLE OBLIGATION (applicable for one-year or multi-year agreements)

The following wording can be used for one-year agreements or where the full amount of a multi-year transfer is to be expensed in the first year, as long as eligibility criteria, if any, are met.

- 3.1 The parties acknowledge that this Agreement creates binding and enforceable obligations including the obligation to provide financial assistance unless the obligation is suspended in accordance with this Agreement or this Agreement is terminated in accordance with its terms.

OR

3.0 FUTURE YEARS' AUTHORIZATION (applicable for multi-year agreements only)

The following wording allows the government to retain its discretion until some point in future years when the Legislative Assembly appropriates the transfer funds. The transfer is expensed in future fiscal years, rather than expensing the full amount of the transfer in the first year.

- 3.1 The parties acknowledge that this Agreement does not create a binding and enforceable obligation to provide financial assistance until:
- a) the Legislative Assembly of Saskatchewan has appropriated funds out of which the financial assistance may be paid in the fiscal year in which the payment is to be made pursuant to this Agreement; and
 - b) the Agency has met the eligibility criteria with respect to the financial assistance as set out in section 4.0.

4.0 ELIGIBILITY CRITERIA

Eligibility criteria are what the Agency must do to qualify for the financial assistance (transfer). Government transfers are not expensed until the eligibility criteria are met, except as noted in * below.

Eligibility criteria should be specific enough so that the terms can be assessed or measured for purposes of determining when transfer expenses should be recorded.

Examples of eligibility criteria include incurring eligible costs, providing certain services (e.g. hire X number of individuals), delivering a program, purchasing or constructing an asset or providing a report that evidences the Agency has done something.

Sample wording (the examples provided below are not a complete list as there could be a number of other examples):

Example A - eligible after providing the services

- 4.1 In order to be eligible for financial assistance, the Agency must have first provided the Services set forth in "Schedule A".

OR Example B - eligible after providing a report

- 4.1 In order to be eligible for financial assistance, the Agency must have first provided a report that provides evidence of the Agency providing the Services set forth in “Schedule A”.

OR Example C - shared cost arrangements

Shared cost arrangements are between two parties that jointly share the financial responsibility for specific costs related to a project. Typically, authorization occurs at the point that the agreement is signed. In these arrangements, the eligibility criteria include the incurring of eligible costs by the Agency. The transferring Government is required to record the expense at the point that costs are incurred by the Agency.

- 4.1 In order to be eligible for financial assistance, the Agency must have first incurred eligible expenditures for the provision of the Services set forth in “Schedule A”.
- 4.2 For the purposes of paragraph 4.1, eligible expenditures include:
- a) *(list all eligible expenditures - e.g. funding to applicants, direct costs, indirect administration costs, capital asset purchases, etc.)*

*** Note that in the event a payment is made prior to the Agency meeting the eligibility criteria in any of the examples above, the payment would be expensed on the basis that the transferring Government has made a decision to change the terms of the financial assistance (transfer). That is, eligibility criteria become stipulations that are expected to be met after receiving the financial assistance.**

If you consider certain conditions to be eligibility criteria, but regularly provide transfer payments in advance of the recipient meeting those conditions, the conditions are then more in the nature of stipulations and what the Agency is expected to do to keep the transfer payments.

5.0 STIPULATIONS (SERVICES)

The Agreement must have provisions which set out the Services to be provided and these must be clearly delineated. I have set this out to be generic – with a Schedule to be modified by each ministry setting out the Services. Care should be taken preparing Schedule A.

Stipulations are what the Agency is expected to do under the Agreement after being eligible for the financial assistance (transfer). Where a transferring Government has paid in advance of the Agency meeting eligibility criteria, those eligibility criteria become stipulations that are expected to be met after receiving the financial assistance.

Conditions that are included as eligibility criteria in section 4.0, should not also be included as stipulations in this section. It should be clear whether a condition is an eligibility criteria or a stipulation.

Examples of stipulations that may be used (not intended to be a complete list):

- 5.1 The Agency will provide the Services set forth in Schedule “A” in accordance with the terms of this Agreement. **This paragraph would be removed if ‘providing the Services’ is included as eligibility criteria in section 4.0.**
- 5.2 To deliver the Services the Agency will:
- (a) engage and utilize only suitable and qualified personnel;
 - (b) obtain all licenses, approvals or permits which may be required; and
 - (c) comply with all applicable laws, regulations, bylaws or codes which may apply to the Services
- 5.3 Any amendments to the Services shall be agreed upon between the Minister and the Agency. All amendments must be in writing and signed by the Agency and the Minister.
- 5.4 The Agency will keep records and submit reports as set forth in section 7.0.
- 5.5 The Agency shall immediately notify the Minister if the requirements of this Agreement cannot be met by it or if the Agency is unable to maintain adequate staff to provide the Services.

6.0 PAYMENT SCHEDULE

I suggest moving the specific payment elements to a Schedule where they can be customized to meet the particular needs of the ministry and Agency. I have kept in this section provisions which I am assuming to be relatively standard and used in one form or another in all agreements. There are options to consider on withholding payments and Surplus payments.

Government policy requires that the payment schedule be based on the cash flow needs of the Agency. The timing of recording a transfer expense does not necessarily coincide with the timing of cash payments. A transfer expense arises for the transferring Government once a transfer is authorized and eligibility criteria have been met by the Agency.

- 6.1 The Minister will pay the Agency for those Services in Schedule “A” in the amount set forth in Schedule “B”.
- 6.2 All payments made pursuant to this Agreement shall be used only for the purpose of providing the Services for which the payment was made and the Agency shall promptly:
- (a) notify the Minister of the amount of any payments not used for the purpose of providing such Services; and
 - (b) unless otherwise directed by the Minister, refund such amounts in accordance with the Minister’s directions.

- 6.3 The Agency is responsible for the payment of all expenses incurred by it in providing the Services and the Minister will not pay any additional amount to reimburse expenses.

Optional clauses (not all clauses go together)

Reallocating Funding

- 6.4 The Agency agrees that all expenditures made by the Agency for Services shall be made in accordance with the allocations set out in the Agency Budget. Where necessary, the Agency may reallocate funds within salary codes and within non-salary codes in the Agency Budget. However, the Agency may not reallocate funds from salary codes to non-salary codes or non-salary codes to salary codes in the Agency Budget, without prior written approval of the Minister.

OR

- 6.4 The Agency may reallocate funds between categories of budget expenditures set out in the Agency Budget, provided that the reallocation of funds does not increase or decrease an expenditure item by more than twenty percent (20%). The Agency must obtain the written approval of the Minister for any other reallocation of funds within the Agency Budget. References to the Agency Budget will mean the Agency Budget as amended resulting from any reallocation of funds done in accordance with this provision.

Withholding payments

- 6.5 In addition to any other rights the Minister may have pursuant to this Agreement, where the Minister on reasonable grounds believes that the Agency has failed to:
- a) maintain staffing levels for Services as described in the budget allocations in the Agency Budget ; or
 - b) provide all Services;
- payments made pursuant to this Agreement for those Services may be reduced in an amount deemed appropriate by the Minister and the Agency shall promptly refund to the Minister the amount of any payments received for those Services in excess of such reduced amount.

OR

- 6.5 Where, in the opinion of the Minister, the Agency fails to comply with the provisions of this Agreement, the Minister may withhold any payment due to the Agency until such time as the Agency complies with this Agreement to the satisfaction of the Minister.

OR

- 6.5 If the Agency should neglect to provide the Services in a timely fashion, or fail to perform any provision of this Agreement, the Minister may, after providing not less than _____ Notice to the Agency, and without prejudice to any other right or remedy he may have, perform or arrange for the performance of such Service. The Minister may deduct all reasonable costs incurred from any payment due to the Agency.

Board expenditures

- 6.6 Unless otherwise specifically provided in the Agency Budget, payments made under this Agreement may not be used to pay board members of the Agency except as specified below;
- (a) funding may be used to reimburse board members for reasonable travel, meal and accommodation expenses, provided:
 - (i) they are required to travel on Agency business; and

- (ii) the rates do not exceed those which are applicable to employees of the Public Service of Saskatchewan;
- (b) funding may be used to provide a gifts to a retiring board member, provided the expenditure does not exceed \$5 per year of service to a maximum of \$50.00.

7.0 RECORDS, REPORTING and ADMINISTRATION

Include details on the requirements to provide accountability reports not already identified elsewhere within the agreement. Any requirements to provide reports included in section 4.0 as eligibility criteria should not also be included in this section.

- 7.1 The Agency will keep complete and detailed Client Records as may be required for the Services that it has provided pursuant to this Agreement. The Agency agrees that the Client Records will:
 - (a) contain the details specified in Schedule “F” ; and
 - (b) be maintained and retained in accordance with the criteria listed in Schedule “F”.
- 7.2 The Agency is responsible for and will maintain such Services records as the Minister may require, including complete accounts and records of all revenues and expenditures pertaining to payments received and Services provided pursuant to this Agreement which meet generally accepted accounting principles and practices, , including all invoices, receipts and vouchers relating thereto. The Agency will maintain and retain the Services Records in accordance with the criteria listed in Schedule “F”.
- 7.3 The Minister may conduct a review of the Services provided by the Agency to determine whether the Agency is complying with this Agreement or make an inspection of any premises occupied by the Agency or any of the Agency's Records at any time. The Agency agrees to co-operate and assist the Ministry in any review, inspection or evaluation process, and in particular agrees to make available to the Ministry any of its Records premises, staff and personnel.
- 7.4 Without limiting the generality of clause 7.3, the Minister may, at its own expense, audit or cause to be audited, the accounts and records of the Agency. For the purposes of conducting this audit, the Agency shall:
 - (a) allow the Minister or its auditors to have access to its premises;
 - (b) produce all documents, accounts and records; and
 - (c) co-operate with the Minister or its auditors including making all of its staff and personnel available to the Minister.
- 7.5 The Agency will provide the Minister with any information and reports this agreement that the Minister may reasonably require, including the Reports and information set out in Schedule “D” in accordance with the timing, processes and criteria specified therein.

Optional clauses

- 7.6 In the event of dissolution of the Agency, or the termination or non-renewal of this Agreement, the Agency agrees to return to the Minister:

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

Board Meetings

- 7.7 The Agency shall complete and maintain:
- (a) a written set of minutes of all Board meetings; and
 - (b) a written set of all policies and standards

8.0 CRIMINAL RECORD CHECKS

**Optional – depending upon the type of Services to be provided.
If not required for all Services, then specify which positions require the completion of the record check.**

- 8.1 The Agency will ensure that all new staff members involved in the provision of Services provide the Agency with a criminal records check completed by an appropriate police service in accordance with the Criminal Records Check requirements attached as Schedule “E”.

9.0 CONFLICT OF INTEREST

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

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

- 9.2 The Agency shall upon request of the Ministry demonstrate on an annual basis that they have an effective Conflict of Interest policy in place, and that they are conducting Conflict of Interest reviews according to policy.

10.0 CONFIDENTIALITY

NOTE: these clauses apply solely to records and information provided by the Minister – they do not create rules of confidentiality for Client Records or

information created or obtained by the Agency. These rules would be specified in Schedule F.

- 10.1 The Agency acknowledges that in order to provide the Services, it will require and receive documents, data and other information from the Minister, including personal information within the meaning of *The Freedom of Information and Protection of Privacy Act* and/or personal health information within the meaning of *The Health Information Protection Act* (collectively referred to throughout this paragraph as “Confidential Information”). In that regard, the Agency agrees that it will:
- a) protect and secure the Confidential Information to ensure that it remains confidential and will not disclose the same to any third party without the express written authorization of the Minister except as may be required to perform the Services or as may be authorized or required by law;
 - b) not use or disclose the Confidential Information for any purpose other than for the provision of the Services under this Agreement;
 - c) promptly return the Confidential Information to the Minister, or destroy the Confidential Information in a manner approved by the Minister and provide written confirmation to the Minister that it has been so destroyed, when it is no longer required by the Agency to provide the Services, and in any event no later than the termination of this Agreement.
- 10.2 The Agency will make the Confidential Information accessible only to those of its employees who require it to perform the Services and shall ensure that such employees are aware of and abide by the obligations of confidentiality under section 10.1.
- 10.3 The Agency will immediately advise the Minister:
- a) if the Agency knows or suspects that the Confidential Information may have been compromised;
 - b) if the Agency or an affiliated company of the Agency is served with an Order, demand, warrant or any other document purporting to compel the production of any of the Confidential Information, including an order made pursuant to the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT)*; and
 - c) should the Agency become aware that any requirement of this Article 10.0 has been breached.
- 10.4 The Agency will indemnify and save harmless the Minister from any actions, causes of action and liabilities of any form or kind arising out of or relating to the breach of any of the Agency’s obligations under this Article 10.0.
- 10.5 The Agency agrees to permit the Minister to have access to the Agency’s premises, records and employees at any reasonable time, to perform any reviews and audits that the Minister considers advisable to ensure that the Agency is meeting the requirements of this Article 10.0 and the Agency will provide its full co-operation for the purposes of such reviews or audits.

MINISTRY OF HEALTH PROVISIONS

- 10.1 The Agency acknowledges that the Minister has a statutory obligation to protect personal health information and personal information in its possession or control pursuant to *The Health Information Protection Act* and *The Freedom of Information and Protection of Privacy Act*.
- 10.2 If the Agency receives documents, data, or information from the Minister for the purposes of this Agreement which would be personal information within the meaning of *The Freedom of Information and Protection of Privacy Act* and/or personal health information within the meaning of *The Health Information Protection Act* (collectively referred to as “Confidential Information”), the Agency agrees that it will:
- (a) only use the Confidential Information in a manner consistent with *The Freedom of Information and Protection of Privacy Act* and *The Health Information Protection Act*, as the case may be;
 - (b) keep the Confidential Information separate and apart from other information and not combine the Confidential Information with other information;
 - (c) not use the Confidential Information for any purpose other than the provision of services under the Agreement;
 - (d) make the Confidential Information only accessible to those of its employees who require it to perform the services and shall ensure that the employees are aware of and abide by the obligations of clause 10.2;
 - (e) immediately advise the Minister if it knows or suspects that the Confidential Information has been or may have been compromised, or if any provision of clause 8.2 has been breached; and
 - (f) promptly return the Confidential Information to the Minister when it is no longer required to provide the services under the Agreement, and in any event within 30 days after the termination or expiration of this Agreement.
- 10.3 **(only include where the Contractor is a “trustee” within the meaning of HIPA)**
The parties acknowledge that for the purposes of providing the Services pursuant to this Agreement, the Agency may be required to collect and use personal health information from its clients. The Agency specifically acknowledges that it is a “trustee” within the meaning of *The Health Information Protection Act* and as such agrees to comply with that Act in the course of providing the Services.
- 10.4 The Minister acknowledges that personal health information in the custody and control of the Agency may only be disclosed to the Minister in accordance with the provisions of *The Health Information Protection Act*. For greater certainty, the Minister and the Agency agree to the use and disclosure of personal health information for the purposes of planning, delivering, evaluating or monitoring the Services of the Agency.
- 10.5 Upon the expiration or termination of this Agreement, the duties imposed on the Agency as trustee with respect to personal health information in its custody or control continue to apply until the Agency transfers custody and control of the personal health information to either of the following at the direction of the Minister:
- (a) another trustee; or

- (b) an information management service provider that is a designated archive within the meaning of *The Health Information Protection Act*.

11.0 TERMINATION OF THE AGREEMENT

EXAMPLE 1

- 11.1 Either party may terminate this Agreement, without cause, by giving the other party at least **** days written notice.
- 11.2 On the happening of any of the following events:
 - a) the Agency failing to comply with the terms of this Agreement;
 - b) the Agency declaring insolvency or bankruptcy or making an assignment for the benefit of creditors, or a receiver or liquidator of its business or property is appointed;
 - c) the Agency failing to comply with any legislation applicable to the Agency, the Services the Agency is delivering or any legislation governing the rights of the clients of the Agency;
 - d) the Agency failing to obtain Criminal Record Checks as required by section 8.1;the Minister may exercise any of the options described in section 11.3.
- 11.3 On the occurrence of any event described in section 11.2, the Minister may:
 - a) waive the Agency's failure to comply with the terms of this Agreement;
 - b) provide the Agency a further period in which the Agency shall comply with the terms of this Agreement; or
 - c) by written notice to the Agency, terminate this Agreement;
- 11.4 Where the Minister provides the Agency with a further period to comply with this Agreement pursuant to section 11.3 (b), and the Agency fails to comply with this Agreement within that period, the Minister may exercise any of the options described in section 11.3.
- 11.5 Where the Minister receives a notice pursuant to section 5.5, the Minister may:
 - a) exercise any of the options described in section 11.3; and/or
 - b) replace the Agency with another service provider to perform the Services for the remaining period of this Agreement or for a temporary period of time as may be required, and deduct from any payments payable to the Agency the costs for the replacement services contracted.
- 11.6 Waiver by the Minister of the Agency's failure to comply with any terms of this Agreement shall not be deemed to be a waiver of any subsequent failure to comply nor a waiver of any other terms of this Agreement. Waiver by the Minister of the Agency's failure to comply with this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing and signed by the Minister.

- 11.7 The rights and remedies of the Minister provided in this Article 11.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 11.8 Subject to the other provisions of this Agreement, in the event that this Agreement is terminated prior to expiration, the Agency shall be entitled to payment for Services provided prior to the date of termination.

EXAMPLE 2

- 11.1 The Minister or the Agency may terminate this Agreement without cause by giving at least **** days written notice of its termination, in which case any liability of the Minister pursuant to this Agreement or arising from its termination will be limited to paying the Agency for those Services provided (based on reasonable rates for the type of services provided and reasonable expenditures incurred in providing the services) prior to the date of termination. The Agency will provide to the Minister an itemized invoice of Services provided, and related fees and expenses claimed, to the date of termination, together with any substantiation of such services and related fees and expenses reasonably requested by the Minister and the Minister will make payment within thirty days after receipt of such.
- 11.2 If the Agency defaults in the performance of any of its obligations under this Agreement, the Minister may, by giving written notice of termination to the Agency, terminate this Agreement if the Agency has not remedied the default after the expiration of 30 days after the Minister has given to the Agency notice of the default. In the event of termination pursuant to this provision, the Agency will not be entitled to any payment pursuant to this Agreement except to the extent that the Minister determines that the Services provided prior to termination have any value to the Minister.
- 11.3 If the Agency dissolves, becomes bankrupt or insolvent or files a general assignment for the benefit of its creditors, the Minister may, by giving written notice of termination to the Agency, terminate this Agreement forthwith without notice. In the event of termination pursuant to this provision, the Agency will not be entitled to any payment pursuant to this Agreement except to the extent that the Minister determines that the Services provided prior to termination have any value to the Minister.
- 11.4 The Agency will immediately repay to the Minister any amount already paid to the Agency which exceeds the amount to which the Agency is entitled under sections 11.1, 11.2 or 11.3.
- 11.5 The rights and remedies of the Minister provided in this Article 11.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Additional clauses

Survive termination (11* should be included)

- 11.* Provisions which, by their nature and effect are necessary to survive the termination or expiration of this Agreement shall do so, and for greater certainty shall include the following provisions:
sections 6.2 and 6.5
- (a) Article 7.0
 - (b) Article 10.0
 - (c) Sections 11SP1 or 11SP2 etc (surplus provisions)
 - (d) Article 13.0

Surplus payments (one needs to consider how this fits in with multi-year funding)

Example 1

- 11.SP1.1 The Agency shall refund to the Minister within one hundred and eighty (180) days of the end of any fiscal year to which this Agreement applies, any surplus funds. For greater certainty this includes any reserves or retained funds accumulated by the Agency from funds received from the Minister pursuant to this or previous Agreements
- 11.SP1.2 Notwithstanding clause 11.SP1.1, the Minister may authorize in writing the Agency to retain the surplus funds mentioned in that clause for purposes substantially similar to or related to the provision of the Services, as more particularly set out in the authorization.
- 11.SP1.3 In addition to any other provision under this Agreement, the Ministry may reduce or withhold from any payment required to be made to the Agency pursuant to this Agreement where, in the opinion of the Ministry, the amount of funding paid pursuant to section 6.1 is in excess of the reasonable cost of delivering the Services.

Example 2

- 11.SP2.1 In the event of dissolution of the Agency, or the expiration or termination of this Agreement and any subsequent extensions, the Minister may, within one year of such expiration or termination, or of satisfactory performance of obligations contained herein:
- a) demand a refund of unspent funding provided pursuant to this Agreement and any subsequent extensions;
 - b) demand the return of any property purchased with the funding provided pursuant to this Agreement and any subsequent extensions; and
 - c) where the Agreement is terminated prior to the completion of a period for which a payment has been made, the Agency shall refund to the Minister the unearned amount of the payment made for that period.

The Agency shall deliver the refund and/or property to the Minister within thirty (30) days of the demand.

- 11.SP2.2 Notwithstanding section 11.SP2.1, the Minister may in writing authorize the Agency to retain any or all of the unspent funding for any expenditure approved in writing by the Minister.

OPTIONAL

Business Continuity Plan

- 11.BC.1 To ensure that the public interest in the provision of Services is always protected, the Agency will establish a business continuity plan for continuation of Services should events arise which may be expected to result in an interruption in the delivery of Services. By way of example, but without limiting the generality of the forgoing, events which may trigger the plan are labour strikes, terrorism threats, floods, pandemic illness and other emergency situations which may impact the ability of the Agency to deliver Services.

12.0 NON-LIABILITY OF THE MINISTER

- 12.1 The Minister's responsibility and liability with respect to the Services to be provided by the Agency pursuant to this Agreement is limited solely to the payments to be made by the Minister in accordance with the terms of this Agreement.

13.0 INDEMNIFICATION AND INSURANCE

- 13.1 The Agency will indemnify and save harmless the Minister, its officers, employees and agents, from and against any claims, liabilities, demands costs, expenses and causes of action of any nature whatsoever that may be made against the Minister, its officers, employees and agents:
- (a) arising out of the breach or failure to perform any provision of this Agreement by the Agency its contractors or its agents;
 - (b) relating to injury (including death) to persons or loss of or damage to property arising out of the willful misconduct or negligence of the Agency, its officers, employees, contractors, or agents.
- 13.2 The Agency shall maintain insurance covering:
- (a) General Liability Insurance covering premises and operations liability, non-owned automobile, elevators (if applicable);
 - (b) Completed Operations Liability;
 - (c) Contractual Liability; and
 - (d) Vehicle liability insurance covering all owned vehicles used by the Agency to provide Services

The Limit of Liability shall be not less than two million dollars (\$2,000,000) per occurrence, unless approved in writing by the Minister. The Government of Saskatchewan shall be added as Additional Insured to all the policies described in this section.

- 13.3 The Agency will provide to the Minister evidence of the required insurance prior to commencing any Services under this Agreement
- 13.4 All policies shall be with insurance companies licensed to do business in Saskatchewan.

14.0 INDEPENDENT CONTRACTOR

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

15.0 ASSIGNMENT AND SUBCONTRACTING

- 15.1 Without the prior written consent of the Minister, the Agency shall not:
- a) assign, either directly or indirectly, this Agreement or any right under this Agreement; or
 - b) subcontract any obligations of the Agency under this Agreement.
- 15.2 Any subcontract entered into by the Agency shall not relieve the Agency of any of its obligations under this Agreement or impose any obligation or liability upon the Minister to any such subcontractor.

16.0 GENERAL

- 16.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 16.2 Any amount owed to the Ministry pursuant to this Agreement shall be a debt due and owing to Her Majesty the Queen in right of Saskatchewan.
- 16.3 Any notice pursuant to this Agreement shall be given by registered mail, courier, facsimile or electronic transmission addressed to the relevant party as follows:

If to the Minister:

and

If to the Agency:

- 16.4 This document, its appendices and any subsequent amendments contain the entire Agreement between the parties. There are no undertakings, representations or promises expressed or implied between the parties other than those contained in this document, its appendices and any subsequent amendments executed in accordance with section 16.4.
- 16.5 This Agreement may be amended at any time by the Parties. No amendment or changes to, or modification of, this Agreement will be valid unless in writing and signed by both parties.

Optional

Dispute Resolution

In the event that there is a dispute between the Minister and the Agency about whether the Agreement has been fulfilled or concerning the performance of any of its terms, both parties agree to attempt to resolve the matter in a meeting between the Agency and the Minister or the Minister's representative(s), and, if such a meeting does not resolve the matter, to involve an independent mediator to attempt the resolution of the dispute before formal legal action is pursued.

Public Acknowledgement

The Contractor will acknowledge the contribution made by the Minister in any information released or announced to the public concerning the subject matter of this Agreement.

The Contractor will acknowledge the financial contribution and support from the Minister on any promotional or educational material.

Ownership of Materials

If applicable

All documents, materials and information developed or produced pursuant to this Agreement shall be the property of the Minister and may not be used for any purpose other than the provision of the Services, without the express written consent of the Minister. All such documents, materials and information shall be delivered by the Agency to the Minister as requested by the Minister, or upon the termination or expiration of this Agreement.

Assistance

An employee of the Minister may be assigned to supply assistance and advice as may be requested by the Agency and agreed to by the Minister.

Compliance with Law

The Agency agrees that it shall at all times maintain itself in good standing as a registered non-profit corporation in Saskatchewan pursuant to *The Non-Profit Corporations Act, 1995* of Saskatchewan or *The Co-operatives Act* as the case may be and shall comply with all requirements under such legislation.

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

SCHEDULE "A"

SERVICES TO BE PROVIDED BY THE AGENCY

SCHEDULE “B”

PAYMENT SCHEDULE

This schedule will list much of the detail that may have previously provided for in the body of an agreement.

It will detail:

- **The level of payment per fiscal year**
- **Any amendment to the level of payment for a subsequent fiscal year (for example, a provision might be included permitting the Minister to increase or decrease the payment set for fiscal year 2 to a maximum of a particular amount or %**
- **How the payments will be made (frequency - invoices provided etc)**

Government policy requires that the payment schedule be based on the cash flow needs of the Agency. The timing of recording a transfer expense does not necessarily coincide with the timing of cash payments. A transfer expense arises for the transferring Government once a transfer is authorized and eligibility criteria have been met by the Agency.

Any requirements included within this section of the agreement would be payment requirements and not eligibility criteria, unless specifically referred to in section 4.0, and therefore, would not affect the recording of government transfers expense.

Note that in the event a payment is made prior to the Agency meeting the eligibility criteria, the payment would be expensed on the basis that the transferring Government has made a decision to change the terms of the financial assistance (transfer). That is, eligibility criteria become stipulations that are expected to be met after receiving the financial assistance.

Sample Wording (the examples provided below are not a complete list as there could be a number of other examples):

- B.1 The Minister shall pay the Agency, for the Services described in Schedule “A”, in the amount of:
- i. \$xxxxx upon signing of this Agreement; and
 - ii. \$xxxxx upon the receipt of a progress and financial report, in the form and content acceptable to the Minister.

OR

- B.1 The Minister shall pay the Agency, for the Services described in Schedule “A”, in the amount of \$xxxxx per month (*or quarter*). The first payment shall be paid on the execution of the Agreement.

OR

B.1 The Minister shall pay the Agency, for the Services described in Schedule “A”, in the amount of \$xxxxx upon meeting all of the eligibility criteria set out in section 4.0 of this Agreement.

OR

B.1. The amount payable by the Minister for the fiscal year:
(i) from April 1, 2010 to March 31, 2011 is an amount of *****;
(ii) from April 1, 2011 to March 31, 2012 is an amount of *****;
(iii) from April 1, 2012 to March 31, 2013 is an amount of *****;

B.2 The amounts referred to in B.1 (ii) and (iii) may be increased or decreased at the sole discretion of the Minister by an amount not exceeding 10 per cent of the amount listed. Any such increase or decrease must be specified in writing.

B.3 Payments of amounts referred to in B.1 will be made on the first day of each month in equal monthly instalments of one-twelfth (1/12) of the total amount unless otherwise agreed to by the Ministry.

OR

B.1. The amount payable by the Minister for the fiscal year:
(i) from April 1, 2010 to March 31, 2011 is an amount of *****;
(ii) from April 1, 2011 to March 31, 2012 is an amount of *****;
(iii) from April 1, 2012 to March 31, 2013 is an amount of *****;

B.2 The amounts referred to in B.1 (ii) and (iii) may be increased or decreased at the sole discretion of the Minister by an amount not exceeding 10 per cent of the amount listed. Any such increase or decrease must be specified in writing.

B.3 Payments of amounts referred to in B.1 will be made contingent on the receipt of:
(i) monthly (or quarterly) progress and financial reports in the form and content acceptable to the Minister as set out in section ***** of this Agreement;
(ii) *(list all requirements needed to make payment)*.

B.4 Payments are due 30 days following receipt of information referred to in B.3.

OR

2.1 The Minister will pay to the Agency for the provision of the Services:
(a) the amount of \$xxx,xxx for the fiscal year from April 1, 2010 to March 31, 2011;
and
(b) the amount of \$xxx,xxx for the fiscal year from April 1, 2011 to March 31, 2012.

2.2.1 The amounts payable by the Minister pursuant to clause 2.1(a), will be paid as follows:
a) a payment of \$x,xxx upon signing of this Agreement;

- b) a second payment of \$x,xxx on September 1, 2010 contingent on receipt and approval by the Minister of the year-end activity and financial reports required pursuant to a previous contract between the Minister and the Agency for the year April 1, 2009 to March 31, 2010;
- c) a third payment of \$x,xxx on December 1, 2010 contingent upon receipt by the Minister of the mid-year progress and financial reports for the year required pursuant to sections *****; and
- d) a final payment of \$x,xxx upon receipt and approval by the Minister of the year-end activity and financial reports for the year from April 1, 2010 to March 31, 2011 required pursuant to sections *****.

2.2.2 The amounts payable by the Minister pursuant to clause 2.1(b), will be paid as follows:

- a) a payment of \$x,xxx contingent upon receipt of the work plan for the fiscal year 2011-12 and the Legislative Assembly of Saskatchewan appropriating funds out of which the financial assistance may be paid in a fiscal year in which the payment is to be made pursuant to this Agreement;
- b) a second payment of \$x,xxx on September 1, 2011 contingent on receipt and approval by the Minister of the year-end activity and financial reports for the year from April 1, 2010 to March 31, 2011 required pursuant to sections ***** of this agreement;
- c) a third payment of \$x,xxx on December 1, 2011 contingent upon receipt by the Minister of the mid-year progress and financial reports for the year required pursuant to sections *****; and
- d) a final payment of \$x,xxx upon receipt and approval by the Minister of the year-end activity and financial reports for the year from April 1, 2011 to March 31, 2012 required pursuant to sections *****.

2.3 The amount referred to in 2.1 (b) may be increased or decreased at the sole discretion of the Minister by an amount not exceeding 10 per cent of the amount listed. Any such increase or decrease must be specified in writing.

2.4 The Agency and the Minister have entered into an existing contract for services dated April 1, 2008, which expires March 31, 2010. If pursuant to that contract expiring, the Agency is required to repay to the Minister an amount provided pursuant to it, the Agency may submit to the Minister a written request to use that amount for the Services under this Agreement, together with a description of the proposed use of such amount and a detailed budget relating to its use. The Minister may then authorize the Agency to retain, in addition to amounts payable pursuant to subsection 2.2, all or part of such amount to be used for the Services. Upon such authorization, the Services and the Service Budget for the year will be deemed to be amended to incorporate such additional budget items approved by the Minister and references to the 2010-2011 Service Budget will be deemed to be the Service Budget as so amended.

2.5 If at the end of the fiscal year 2010-2011, the Agency is required to repay to the Minister an amount pursuant to this contract for that fiscal year, the Agency may submit to the Minister a written request to use that amount for the Services under this Agreement for the fiscal year 2011-2012, together with a description of the proposed use of such amount and a detailed budget relating to its use. The Minister may then authorize the Agency to

retain, in addition to amounts payable pursuant to subsection 2.3, all or part of such amount to be used for the Services in 2011-2012. Upon such authorization, the Services and the Services Budget will be deemed to be amended to incorporate such additional budget items approved by the Minister and references to the 2011-2012 Service Budget will be deemed to be the Service Budget as so amended.

- 2.6 All funds provided pursuant to this section 2 may only be expended by the Agency to provide the Services and only in accordance with the Budget attached as Schedule C.

SCHEDULE C
AGENCY BUDGET

SCHEDULE "D"

REPORTING REQUIREMENTS

Here list the financial, statistical and other reporting that the Agency is required to provide under the Agreement.

Note: one needs to think about how this will be structured with a multi-year agreement

Examples:

- 1 The agency will provide:
 - a) Mid-year Activity Report on Services and a Statement of Operations in the forms attached as Appendix D1 and D2 respectively, based on the period April 1, 2010 to September 30, 2010, to be submitted no later than November 15, 2010;
 - b) Statement of Operations in the form of Appendix D2 based on the period October 1, 2010 to December 31, 2010, to be submitted no later than February 15, 2011;
 - c) Year-end Activity Report on Services delivery in the form of Appendix D3 and Summary of Operations in the form of Appendix D4 based on the period April 1, 2010 to March 31, 2011, to be submitted no later than May 15, 2011; and
 - d) Audited financial statements of the Agency for the period April 1, 2010 to March 31, 2011, to be submitted no later than June 30, 2011.
2. At least 90 days prior to the end of each fiscal year of this Agreement, the Agency will provide to the Minister with an annual operational plan, in a format and containing the detailed information which may be specified by the Minister.

Example

- 1 The Agency will provide the Minister with quarterly income and expenditure reports, in a format set by the Minister, based on the previous quarter to be submitted no later than:
July 31st, for the quarter April 1st to June 30th;
 - a) October 31st, for the quarter July 1st to September 30th;
 - b) January 31st, for the quarter October 1st to December 31st; and
 - c) April 30th, for the quarter January 1st to March 31st; orexcept as otherwise stated in this Agreement.
- 2 The Agency shall be required to provide the Minister with an annual financial report for the fiscal year, no later than 90 days after the Agency's fiscal year end. The format of the annual report is prescribed as follows:
when revenues from all sources are between \$25,000 and \$100,000 in the previous fiscal year, an annual audited or reviewed financial statement; or
 - a) when revenues from all sources exceed \$100,000 in the previous fiscal year, an annual audited financial statement; or
 - b) where revenues from all sources are less than \$25,000 in the previous fiscal year, a year-end financial statement, or as otherwise specified by Minister.

Example

The Agency shall provide to the Minister, in a format satisfactory to the Minister, the following reports:

[If the contractor is not required to submit reports (e.g. consultant, small dollar amounts might have one report) then insert the program and financial reports that they are expected to provide and remove sections (a) to (d).]

by May 15, __, an operational plan which includes a narrative and an annual budget of all sources of revenues and expenditures related to the services provided under this Agreement;

[Clause (b) is used only for those agencies receiving Health revenue more than \$250K; under \$250K the reports can be up to the discretion of the Ministry e.g. semi-annual, no report until year end.]

by the 30th day following the last day of each quarter, quarterly revenue and expenditure reports as well as statistical and program reports covering the services of the Agency provided during the immediately preceding quarter;

[Choose one of the three bullets below based on the total amount of funding of the Third Party (e.g. 1st bullet > \$250K; 2nd bullet >\$25K <\$250K; 3rd bullet <\$25K) but can require audits for riskier entities]

by no later than June 30, 20__, audited financial statements prepared by an individual with an accounting designation in accordance with Canadian generally accepted accounting principles, including an Internal Control report and a Legislative Compliance report or management letter;

-or-

by no later than June 30, 20__, financial statements prepared in accordance with Canadian generally accepted accounting principles with a review conducted by an independent third party.

-or-

by no later than June 30, 20__, year-end financial statements prepared by the Agency in accordance with Canadian generally accepted accounting principles.
by June 30, 20__, an annual report covering the services provided under this Agreement for the preceding fiscal year.

SCHEDULE "E"

CRIMINAL RECORD CHECKS

EXAMPLES

- E.1 Before any person provides Services the Agency shall ensure that person has provided the Agency with a Criminal Record Check including a vulnerable sector check, completed by a municipal police force or the Royal Canadian Mounted Police, with respect to all criminal convictions and outstanding criminal charges. **This paragraph does not apply to anyone employed by the Agency prior to April 1, 1997. this seems to be an anomaly for CPSP**
- E.2 The Agency shall establish a set of criteria to guide acceptance or denial of a person to provide Services on behalf of the Agency based on the outcome of the Criminal Record Check. The Agency agrees that such criteria will ensure that no person shall be permitted to provide Services who has been convicted of a criminal offense relating to acts of violence, sexual assault, intimidation, criminal harassment, uttering threats or fraud for which they are not eligible for a pardon. The Agency shall provide the Minister with a copy of the criteria developed within 30 days after the date it is developed, or amended.
- E.3 The Agency shall review the completed Criminal Record Check and shall record whether the Criminal Record Check indicates that the applicant has a criminal record. If so, the Agency shall record why the application for employment was accepted or denied in accordance with the criteria developed in section E.2. The Agency shall return the Criminal Record Check to the applicant to whom it relates and will not make a copy. The Criminal Record Check is the property of the applicant.
- E.4 The Agency shall be solely responsible for any decisions made regarding the involvement in the delivery of Services of staff in accordance with section E.3 above.
- E.5 The Agency shall maintain confidentiality with respect to the information obtained from the Criminal Record Check. The Agency shall only use the information to assess the applicant's suitability to provide the Services.
- E.6 The Minister is not responsible for any costs associated with obtaining the Criminal Record Check.

Optional – criminal investigation/charges

- E.7 The Agency will inform all individuals involved in providing Services that they are required to inform the Agency of any subsequent dealing with the criminal justice system including when they become aware they are: under investigation, charged with or awaiting court disposition of a criminal offence; a respondent under *The Victims of Domestic Violence Act*; or a defendant under section 810 (peace bond) of the *Criminal Code*.

[Example](#)

Criminal Record Check

This requirement has been developed to ensure that all persons involved in the provision of Services are able to work in a safe environment.

1. Criminal Record Check Requirements

- 1.1 The Agency shall ensure that all new board members, staff and volunteers involved in the provision of Services, provide the Agency with a Criminal Record Check completed by an appropriate police service using the format as attached.
- 1.2 Within 60 days of entering into this Agreement, all current board members, staff and volunteers will have a Criminal Record Check completed.
- 1.3 The Agency shall inform all individuals involved in the Provision of Services that they are required to disclose any subsequent dealing with the criminal justice system including when they become aware that they are: under investigation for an alleged criminal offence; charged with or awaiting court disposition of a criminal offence; a respondent under *The Victims of Domestic Violence Act*; or a defendant under section 810 (peace bond) of the *Criminal Code*.
- 1.4 Prospective board, staff and volunteers will have a Criminal Record Check completed prior to becoming involved in the provision of Services. Applicants for a staff or volunteer position shall provide the Criminal Record Check at the time of application.
- 1.5 The Minister is not responsible for any costs associated with obtaining the Criminal Record Check.
- 1.6 The Agency shall provide to the Minister, upon request, a written log outlining the individuals who have completed a Criminal Record Check.
- 1.7 The Agency shall maintain confidentiality with respect to the information obtained from the Criminal Record Check and is subject to *The Freedom of Information and Protection of Privacy Act*. Failing to maintain confidentiality is a breach of this Agreement and may result in the termination of this Agreement.

2. Use of Criminal Record Check Findings

- 2.1 Within 60 days of entering into this Agreement, the Agency shall develop a set of criteria to guide acceptance or denial based on the outcome of the Criminal Record Check for new or existing board members, staff or volunteers for involvement in the provision of Services.

- 2.2 The following provision will, as a minimum, form part of the criteria to be developed:

The Agency shall ensure that during the Term of this Agreement no person shall be employed as a staff member or serve as a board member or volunteer with the Provision of Services, who has been convicted of a criminal offence relating to acts of violence, sexual assault, intimidation, criminal harassment, uttering threats or fraud for which offence the person is not eligible to seek a pardon under the *Criminal Records Act*.

- 2.3 The Agency shall provide the Minister with a copy of the criteria developed.
- 2.4 The Agency shall be solely responsible for any decisions made regarding the involvement in the provision of Services of board members, staff or volunteers, in accordance with subsection 2.1 above.

3. Record Keeping

- 3.1. The Agency shall review the completed Criminal Record Check and shall record whether the Criminal Record Check indicates that the board member, staff person or volunteer has a criminal record and why the person was accepted or denied.
- 3.2 The Criminal Record Check is the property of the person. The Agency shall return the Criminal Record Check form to the person, subject to subsection 3.3.
- 3.3 The Agency shall maintain a written log, recording all Criminal Record Check requests. The log shall contain the following information:
- X date application was submitted.
 - X date form returned to applicant, endorsed by the appropriate police agency and presented to the Agency.
 - X outcome of the check, that is, Criminal Record or No Criminal Record.
 - X a record of the reasons for the applicant being accepted or denied employment, if an application is returned indicating a criminal record exists.
- 3.4 The Agency is responsible for any information obtained under this section. The Agency shall retain information obtained from the Criminal Record Check in secure file cabinets or rooms which are locked when not directly under the control of a person authorized by the Agency.

Criminal Record Check

To: Chief of Police, or NCO i/c RCMP

I am applying for a position of trust with the organization/ministry identified below. A criminal record check for criminal convictions and outstanding charges is required before my application can be considered.

Name of Organization/Ministry: _____ Program: _____

Board Member Employee: Position _____ Volunteer

Contact person: _____ Phone: _____

(see instructions on the reverse of this form)

(PLEASE PRINT)

PERSONAL INFORMATION FOR COMPLETION BY APPLICANT

Name _____				
	Last	First	Middle	Other (if applicable)
(Under Other, show maiden name or any other name you have ever used)				
Address: _____				
	Street	City/Town	Postal Code	
Birth Date: ____ / ____ / ____ Birth Place: _____				
	Year Country	Month	Day	City Province/State
Applicant's Signature _____				Date: ____ / ____ / ____
				Year Month

RESULTS OF CHECK FOR COMPLETION BY THE POLICE (a photocopy will not be accepted)

A name check of police records reveals:

No criminal record based on the information provided
<input type="checkbox"/> The following criminal convictions or outstanding charges: (attach record if lengthy)

--

A possible criminal record that is being verified by a fingerprint check.

	Date <u> </u> / <u> </u> / <u> </u> Year Month Day
Signature, name and position of Officer _____ _____	_____
Dept Stamp _____	Police Dept or RCMP Detachment _____

INSTRUCTIONS TO APPLICANT

A criminal record check is required before your application can be processed.

Complete Part A on the reverse side. Take this application to the local police if you live in a city or town policed by a municipal police service. If you live elsewhere, take it to your nearest RCMP detachment. Please sign and date this application in the presence of the police officer accepting it.

If the police:

are satisfied as to your identity, they will conduct a name search, and complete Section B. The police may require you to pay a fee for this service. Please forward the completed original application form and any other original information supplied by the police to the organization/ministry so that your application can be considered. A photocopy **will not** be accepted.

are not satisfied as to your identity, or if the check reveals a record, the police may require your fingerprints before the record can be released. Major city police services may verify the fingerprints at their headquarters. However, in most instances, the police will take your fingerprints and return the fingerprint form to you with an envelope addressed to:

The Commissioner
R.C.M. Police
PO Box 8885
OTTAWA, Ontario.
K1G 3M8
ATTENTION: Identification Services Directorate, Civil

Section

Please mail the fingerprint form and the postage prepaid envelope along with a certified cheque or money order payable to “The Receiver General of Canada” for \$25.00, plus \$1.75 GST, to the RCMP to the above address. This fee is in addition to any fee charged by the police for the initial check.

The RCMP will waive the processing fee for fingerprints if the applicant is applying for a volunteer position. The applicant must indicate the volunteer position directly on the fingerprint form before it is forwarded to the above address.

Please advise the organization/ministry if fingerprint verification is required, as this will delay processing your application from one to two months (or more).

The fingerprints will be compared to the central RCMP Criminal Record File, and the record, or letter indicating there is no record, and the fingerprint form will be returned to you. Please forward the completed original form and any other original information supplied by the police to the organization/ministry so that your application can be considered. A photocopy **will not** be accepted.

A criminal record will not automatically result in your application being denied, depending on the Criminal Record Check criteria of the organization/ministry. Your record will be discussed with you if it is relevant to the position to which you are applying.

A record check is only valid for six months.

SCHEDULE F
RECORDS RETENTION

A Client Records

Detail/Content Rules

1. list details of rules for client records (what they must contain, confidentiality rules, any restrictions on how they can be used or disclosed)

Retention Rules

2. list the rules associated with the maintenance and retention of client records

B Business Services Records

Detail/Content Rules

1. list details of rules for business records (what they must contain, revenues, invoices, receipts, how kept etc)

Retention Rules

2. list the rules associated with the maintenance and retention of business records