

*Foundations of Caregiver  
Support – June 2015*

## TABLE OF CONTENTS

1.0 Acknowledgements .....	2
2.0 Purpose of the Document.....	3
3.0 Introduction.....	3
4.0 Vision .....	4
5.0 Purpose.....	4
6.0 Aboriginal Trauma, Grief and Loss.....	5
7.0 Foundational Pillars .....	5
7.1 Child Development .....	6
7.2 Trauma .....	7
7.3 Loss and Grief .....	8
8.0 Conclusion .....	9

## 1.0 ACKNOWLEDGEMENTS

There is a saying “If you want something done fast, do it yourself. If you want something some well, do it in a team”. The “Foundations of Caregiver Support” was researched and written by a great team. A team of dedicated and passionate individuals who want to make Alberta a better place for vulnerable infants, children, youth and families. I want to thank the core team and authors of the “Foundations” - Lisa Halcrow, Marg Cutler, Christina Tortorelli and Bev Fournier. I would like to thank Cathy Mitchell and her team for reviewing and editing. Also, there are many other individuals and teams who contributed their expertise, knowledge and wisdom to this document, thank you. Finally, this document would not be whole without acknowledging the work Ralph Bodor, Carolyn Barker and Sarah Friesen from Blue Quills First Nations College for reviewing and adding to the “Foundations”. We must never forget the impact of residential school and the sixties scoop is having on Aboriginal communities across Canada. It is our collective hopes that the Foundation of Caregiver Support helps all of us provide healing to infants, children and youth.

Jon Reeves – June 2015

## 2.0 PURPOSE OF THE DOCUMENT

This document provides the vision and purpose of the Foundations of Caregiver Support and a description of its three foundational pillars: child development, trauma, and Loss and Grief. The document is part of a communication and engagement strategy for Child Intervention staff and stakeholders. Primary stakeholders include: Human Services staff and divisions, Delegated First Nation Agencies (DFNA), Alberta Foster Parent Association, ALIGN, and other agencies, partners and the community.

## 3.0 INTRODUCTION

The definition of caregiver used in this document is very broad. The definition includes but is not limited to parents, grandparents, aunts and uncles, foster parents, kinship carers, child intervention workers, therapist/counselors, congregate care workers. A caregiver is an individual who helps an infant, child and youth to achieve safety, permanency and wellbeing.

Infants, children and youth who come to the attention of Child and Family Services (CFS) and DFNAs are often children who have had adverse childhood experiences, and whose development has been compromised as a consequence. Every responsive and supportive interaction between a caregiver and an infant, child or youth has the potential to positively alter their developmental trajectory and improve their health and well-being.

Research in neurobiology has helped us to understand the extent to which the interaction between genetics and early experiences shape brain architecture as well as the critical importance of the “serve and return” nature of a child’s engagement with their parents and other caregivers, to healthy brain development.<sup>1</sup> Similarly, it is critical that children be immersed in their culture so that they can internalize a healthy self-concept and positive cultural identity. In particular, Aboriginal infants, children and youth who grow up with supportive role models, mentors, teachings, and ceremony are more likely to develop positive self-esteem and feel a connection to their community.

Parents and caregivers who interact with and provide care for Infants, children and youth involved with CFS and DFNAs and who are dealing with issues of grief and loss are in a unique and powerful position to support in at least three critical ways:

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<sup>1</sup> The Science of Early Childhood Development, Closing the Gap Between What We Know and What We Do. (<http://www.cdph.ca.gov/healthinfo/healthyliving/childfamily/Documents/MO-ECCS-ScienceEarlyChildhoodDev.pdf>)

- Support healthy child development by understanding typical developmental milestones and the impact of maltreatment on development, and, by intervening with intentional and strategic caregiving efforts;
- Create connections with infants, children and youth who have experienced complex trauma with relationships that empower and by providing physical and emotional safety. As trauma impacts behaviour, the caregiver can reframe, as needed, those behaviours that reflect trauma responses and can provide support for infants, children and youth through recovery and healing; and,
- Assist infants, children and youth living in out-of-home care through the grieving process by integrating and giving meaning to their past and current relationships and by supporting their ability to actualize future relationships and goals.

CFS is committed to strengthening the capacity of caregivers to support safety, permanency and well-being. Further, CFS needs to work with birth parents, foster parents, kinship providers, adoptive families, child care professionals, home visitors and other caregivers, to create a web of positive connections and sources for children’s healthy interactions in order to achieve the best outcomes for children and their families.

#### 4.0 VISION

Our vision for infants, children and youth involved with CFS is that they are nurtured by empathic, responsive caregivers who accept them as they are, respond to them in a developmentally appropriate manner, interpret their behaviour through a trauma informed lens and have an appreciation for the impact of grief and loss. We recognize that Aboriginal infants, children and youth have unique identity and cultural connected needs that must be supported by the adults in their lives.

#### 5.0 PURPOSE

The purpose of the Foundations of Caregiver Support is to provide a base from which to develop caregivers’ capacity to improve positive outcomes for infants, children and youth. It builds upon CFS’ Child Intervention Practice Framework, Signs of Safety, and the Prevention and Early Intervention Framework. It also recognizes and builds on the abilities and strengths, including cultural and family strengths, of infants, children and youth.

The Child Intervention Practice Framework sets the principles, outcomes and priorities for providing supports and services to infants, children, youth and families who are at risk of or in

need of intervention.<sup>2</sup> Signs of Safety is an integrated approach for doing child protection work which includes principles and tools for engaging and protecting children. The Prevention and Early Intervention Framework provides guidelines for establishing a continuum of evidence-based prevention and early intervention services. Implementation of the Prevention and Early Intervention Framework for children, youth and families focuses on the reduction of child maltreatment.

The Foundations of Caregiver Support will provide the principles; guidelines and practices to enable caregivers support the safety and well-being of infants, children and youth served by all CFS programs – from early intervention through temporary care to permanency.

## 6.0 ABORIGINAL TRAUMA, GRIEF AND LOSS

The impact of trauma resulting from many generations of colonial practices including residential schools and the 60's scoop continues to be evident in many Aboriginal communities and individuals. Historical trauma is accompanied by unresolved or prolonged grief over the losses associated with the trauma—grief that has not yet been expressed, acknowledged, or resolved. Like trauma, unresolved grief can span across generations. Among the many impacts of residential schools was the disconnection of children and parents and deprived mothers, fathers, grandmothers, grandfathers, uncles, and aunts from meaningful roles in the lives of their children. The loss of language meant the loss of ability to communicate across generations and cultural pride disappeared as children internalized the negative messages of the larger society. Children in residential schools were not exposed to healthy parenting from either a Western or an Indigenous perspective. In subsequent generations, there are increasingly poor outcomes for the children of parents who struggle with poor mental health, limited parenting skills and who are highly vulnerable to stressors due to their own abuse experiences. This is the transgenerational nature of these events - as these children began to have children of their own, they impact subsequent generations – until healing, and grieving, can take place. The Foundations of Caregiver Support provides the framework to start this healing.

## 7.0 FOUNDATIONAL PILLARS

In the past several years, an explosion of research and information has emerged with a focus on how best to support the healthy development of infants, children and youth. It is now understood that a child's early years represent a very sensitive period in brain development and

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<sup>2</sup> Child Intervention Practice Framework (<http://humanservices.alberta.ca/abuse-bullying/17242.html>), accessed April 10, 2015.

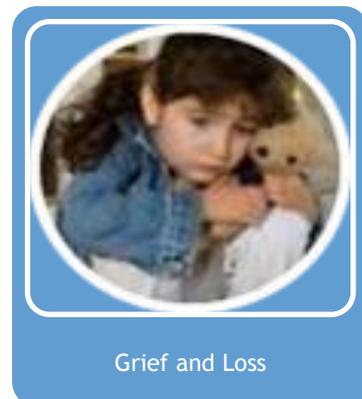
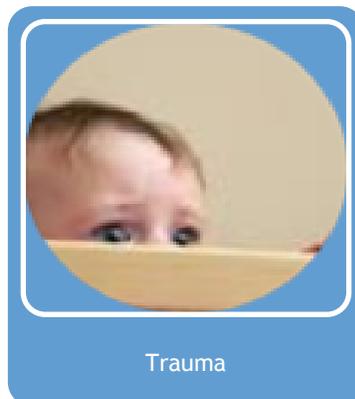
lay the foundation for a number of critical skills and abilities. Research has clearly shown the daily experiences of a child and the quality of caregiving impact brain development.

By definition, children involved in child intervention have experienced and are dealing with issues of trauma. These children, and particularly children who have come into care, are also dealing with issues of grief and loss.

We now know the positive impact of responsive caregiving on brain development especially the impact for those children who have missed opportunities for optimal development. As such, we want to ensure the primary day-to-day caregivers of children served by Child and Family Services have the knowledge and skills to support children in meeting their developmental potential and in working through issues of trauma, grief and loss.

Three foundational pillars of knowledge and practice are critical to the Foundations of Caregiver Support:

- Child development - brain development and the influences of epigenetics
- Trauma - effect on children (behaviour and healing)
- Loss and grief – experiences of children and youth



## 7.1 CHILD DEVELOPMENT

A caregiver's ability to respond to the needs of children in a developmentally appropriate manner is critical to their well-being. This is especially for infants, children or youth whose development may already be compromised due to trauma. Having knowledge of age-stage appropriate developmental expectations will enable caregivers to interact with and provide experiences for children of all ages and therefore promote healthy attachments, physical and intellectual development, and social and emotional health.

It is recognized that responsive relationships and “serve and return” interactions between a child and a caregiver helps to build strong brain architecture and provides a solid foundation for healthy development. The development of an infant, child or youth is impacted by both nature and nurture; that is, the interactions of genes and experience shape the developing brain. The science of epigenetics demonstrates that the child’s environment, including the caregiving environment, is critical to gene expression. Ultimately, genes and experiences work together to shape the architecture of the brain.

It is important to understand how adverse childhood experiences can derail a child’s healthy development. Abuse or neglect, absence of responsive caregiving, chronically unreliable or inappropriate caregiving can alter the formation of the brain’s architecture and can lead to disparities in learning, behaviour and development in children. Prolonged exposure to this type of adversity can lead to ‘toxic stress’ for a child. “Toxic stress weakens the architecture of the developing brain which can lead to life-long problems in learning, behavior, and physical and mental health.”<sup>3</sup>

The earlier we intervene in the care of infants, children and youth who have experienced maltreatment, the greater the impact and ease in facilitating healthy brain development. The brain has the capacity to change and to respond to experience. Due to this capacity to change, there is much that caregivers can do, and there is ample opportunity for caregivers to support and promote a child’s healthy growth and development. Consistent and supportive caregiving has the potential to prevent, or at a minimum, mitigate the harmful effects of adverse childhood experiences.

## 7.2 TRAUMA

Trauma occurs as the result of an intense event that threatens the safety or security of an infant, child or youth. Trauma may also result from prenatal stress, for example, fetal alcohol exposure, or a brain injury. Prolonged exposure to traumatic events can lead to toxic stress for a child, which changes the child’s brain development; sensitizes the child to further stress; leads to heightened activity levels; and affects future learning and concentration. Most importantly, trauma impairs the child’s ability to trust and relate to others. As a result of these changes in brain development, children act differently and their social interactions, ability to learn and care for themselves are impacted.

Caregivers who are trauma informed will view infants, children or youth and their behaviours through a trauma sensitive lens. This perspective may not initially change the behaviour of the

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<sup>3</sup> Key Concepts: Brain Architecture. ([http://developingchild.harvard.edu/key\\_concepts\\_architecture/](http://developingchild.harvard.edu/key_concepts_architecture/))

infant, child or youth but it does change the caregiver's perception and response to the child's behaviour. It is often easier for a caregiver to manage a child's behaviours if the behaviours are viewed as the child's response to fear, abuse and mistrust rather than viewed as the child's attempt at manipulation or opposition to authority.

When caregivers comprehend that a child's oppositional and defiant behaviours stem from complex trauma experiences, the caregiver is better able to provide repeated positive and safe responses. These caregiver responses assist the development of the child's healthy neuropathways and positive, consistent coping responses. Caregivers who use a trauma informed approach often report positive changes in their ability to meet the child's emotional and behavioural needs.

Many Aboriginal people are significantly impacted by intergenerational trauma. Aboriginal infants, children and youth who have experienced trauma and are involved in intervention services have had unique experiences that must be addressed in a culturally sensitive manner.

Similarly, infants, children and youth from diverse ethno-cultural backgrounds who have experienced trauma, also require caregiving that incorporates their unique experiences and cultural and spiritual needs.

By supporting caregivers to recognize trauma and to react appropriately to behaviours, the infant, child or youth is assisted with increased stability and opportunity for healthy social and emotional development.

### 7.3 LOSS AND GRIEF

Loss is produced by an event which is perceived to be negative by the individuals involved and results in long-term changes to one's social situations, relationships, or thinking.<sup>4</sup>

The loss experience is unique for each child and youth. The child's loss experience may also be compounded by the event that caused the loss. Adults may not foresee the response of the child to the trauma. Of significant importance is the level of trauma associated with the loss, and the child's previous experiences and developmental capacity. Significant loss has the potential to threaten a child's sense of identity, safety, mastery and control.

Grief is a normal response to loss; it is the means for healing. Grief is a private experience unique to each individual. As well, children grieve differently from adults. Their developmental

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<sup>4</sup> Miller, E.D. & Omarzu, J. (1998). Behavior and Emotional Development: Grief & Loss. ([https://www.ccsf.edu/en/educational-programs/contract education/title4e/title4e\\_training\\_topics/title4e\\_topics\\_behav\\_emot\\_devel/behavior---emotional-development--grief---loss.html](https://www.ccsf.edu/en/educational-programs/contract%20education/title4e/title4e_training_topics/title4e_topics_behav_emot_devel/behavior---emotional-development--grief---loss.html))

stages, capacities and experiences create a complex profile for each child's grief journey. Grief does not happen in clearly defined stages. It may come and go in a child's life, re-emerge in new developmental stages and in new relationship experiences.

Infants, children and youth experience loss or even multiple losses when they come into care. Loss may be caused by the disruption of their natural relationships and of regular and familiar routines, and by a change of environment. Some children also experience multiple families and homes while in care, with no certain stability. Although foster care is meant to provide safety for children, the child's perception is that foster care is a change resulting in an unsafe feeling.

Sensitive and informed caregivers can support infants, children and youth as they progress through the grieving process by understanding and perceiving the child's needs based on their development and experiences.<sup>5</sup> Caregivers who understand the grieving processes in childhood and adolescence are more likely to accurately interpret the infant, child or youth's behaviours and as such, be able to respond to their needs as they grieve the loss.<sup>6</sup> To adequately mourn the loss of a relationship, they need to feel safe; comprehend what has happened to them, know where they are going, how they will get there, and, know where they belong.<sup>7</sup>

## 8.0 CONCLUSION

Children's development is a complex interaction between genes, experience, and the environment. Unfortunately for some infants, children and youth, their early experiences are characterized by traumatic events, chaotic environments and unresponsive caregiving which derails their development. Scientific studies have clearly taught us that it is never too late to shape the architecture of the brain and that quality, responsive caregiving plays a pivotal role.

As such, Child and Family Services is committed to ensuring:

- A solid foundation in the three pillars of knowledge and practice for all individuals who provide day-to-day care to children;
- Infants, children and youth are supported in a manner that acknowledges their unique needs and experiences, including their cultural heritage;
- Infants, children and youth are provided with a consistent approach in meeting their needs by all significant caregivers;

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<sup>5</sup> Lewis, R.G. (2014). Adolescents and Families for Life, Presentation. (<http://rglewis.com>)

<sup>6</sup> Henry, D. (2012). The 3-5-7 Model; A Practice Approach to Permanency. Sunbury Press Inc., Camp Hill, PA

<sup>6</sup> Ibid.

- All children of all ages, regardless of their experiences, are valued for their potential to grow, change and contribute;
- Aboriginal children and families' experiences are acknowledged and incorporated in practice;
- Caregivers have the tools and support they need to be successful in their roles; and,
- Adult capacity to care for children of all ages is the primary focus of our work.

## References

Blaustein, M.E. & Kinniburgh, K.M. (2010). Treating traumatic stress in children and adolescents: How to foster resilience through attachment, self-regulation, and competency. New York, NY: Guilford Press.

Government of Western Australia, Department of Child Protection. (2013) Child Development and Trauma Guide. Retrieved from <http://www.dcp.wa.gov.au/ChildProtection/ChildAbuseAndNeglect/Documents/ChildDevelopmentAndTraumaGuide.pdf>

Health Outcomes and the United Nations Guidelines for the Alternative Care of Children (Child Welfare League and UNICEF Canada Webinar Series 2012). Retrieved from <http://cwlc.ca/en/guidelines>

Henry, D. (2012). The 3-5-7 Model; A Practice Approach to Permanency. Sunbury Press Inc. Camp Hill, PA: pp. 23 – 24.

Lewis, R.G. (2014). Adolescents and Families for Life, Presentation. Retrieved from <http://rglewis.com>

Miller, E.D. & Omarzu, J. (1998). Behavior and Emotional Development: Grief & Loss. Retrieved February 6, 2015 from [https://www.ccsf.edu/en/educational-programs/contract-education/title4e/title4e\\_training\\_topics/title4e\\_topics\\_behav\\_emot\\_devel/behavior---emotional-development--grief---loss.html](https://www.ccsf.edu/en/educational-programs/contract-education/title4e/title4e_training_topics/title4e_topics_behav_emot_devel/behavior---emotional-development--grief---loss.html)

National Resource Center for Foster Care and Permanency Planning at the Hunter College School of Social Work. (2004) Permanence for Young People Framework. Casey Family Services, The Casey Centre for Effective Child Welfare Practice. Retrieved from [www.hunter.cuny.edu/.../permanency/Permanency\\_Framework.pdf](http://www.hunter.cuny.edu/.../permanency/Permanency_Framework.pdf)

Queensland Government, Department of Communities, Child Safety and Disability Services. Retrieved February 10, 2015 from <http://www.communities.qld.gov.au/childsafety/foster-care/carer-training/foster-carer-training/advanced-training/loss-and-grief-for-children-in-care>

[http://developingchild.harvard.edu/key\\_concepts/brain\\_architecture/](http://developingchild.harvard.edu/key_concepts/brain_architecture/)

<http://pages.uoregon.edu/snablabs/SNAP/Welcome.html>

<http://www.albertafamilywellness.org/>

<http://www.cdph.ca.gov/healthinfo/healthyliving/childfamily/Document/MO-ECCS-ScienceEarlyChildhoodDev.pdf>

<http://www.imhpromotion.ca/>

<http://www.nctsn.org/>



## APPENDIX B – MASTER AGREEMENT

MASTER AGREEMENT NUMBER: [REDACTED]

THIS MASTER AGREEMENT MADE EFFECTIVE THE 1st DAY OF March, 2016.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,**

as represented by the Minister of Human Services  
(the “Province”)

- and -

[REDACTED]  
(the “QSP”)

### BACKGROUND

The Province requires Qualified Service Providers (QSPs) to perform Services for the Province;

The Province issued a Pre-Qualification Request PQR-001-CFS dated January 4, 2016 (“PQR”) which forms part of this Master Agreement, to pre-qualify service providers for periodic engagements on an as required basis for services and materials related to particular Service Categories in specific Service Delivery Regions as set out in the PQR.

In response to the PQR, the QSP submitted a Proposal, which forms part of this Master Agreement, and the QSP has been pre-qualified to provide resources for the performance of certain Service Categories in particular Service Delivery Regions as set out in this Agreement and more particularly in any subsequent Services Agreement.

Therefore the parties agree as follows:

### DEFINITIONS

1. In this Master Agreement:

- a) “Business Day” means 08:15 to 16:30, Alberta Time, Monday to Friday excluding holidays observed by the Province;
- b) “Effective Date” means the date first noted above;
- c) “FOIP” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended or substituted from time to time;

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- d) “Master Agreement” means this written agreement, which includes the PQR and the Proposal, between a QSP and the Province to provide the Services and Materials contemplated in a subsequent Service Agreement;
  - e) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the QSP or its employees, subcontractors or agents in the course of performing Services pursuant to a Service Agreement;
  - f) “Personal Information” means personal information as defined in the *FOIP*;
  - g) “Proposal” means the QSP’s response to the PQR as set out in Appendix A of the Submission Package and attached to this agreement;
  - h) “Resource List” means a pool of QSPs who have executed Master Agreements with the Province. Individual Resource Lists will identify QSPs who qualify for particular Service Categories in a given Service Delivery Region.
  - i) “Services” means the work, duties, functions and deliverables to be provided by a Contractor as described in the PQR and any subsequent services specified in a Service Agreement;
  - j) “Service Request” means the document issued by the Province setting out the Services required and includes the Service Agreement to be signed by the QSP to perform the Services.
  - k) “Service Agreement” means the agreement signed by both the QSP and the Province in response to a Service Request, which incorporates the terms and conditions of this Master Agreement and establishes a contract between the QSP and the Province for the delivery of the Services described in the Service Request.
  - l) “Term” means the Master Agreement period specified in section 2.

## TERM

2. This Master Agreement shall be effective from the Effective Date until February 28, 2021 unless terminated in accordance with this Master Agreement. The Master Agreement may also be extended as set out in the PQR. Each Service Agreement shall be effective for the period set out in that Service Agreement, and the terms and conditions of this Master Agreement shall continue to apply to the Service Agreement until the completion or termination of that Service Agreement.

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## SERVICES

3. In accordance with the PQR, this Master Agreement and the Service Request Process described in the PQR, the Province will issue a Service Request when it requires Services to be performed. Schedule B of the PQR contains the form of a Service Request, which may be updated by the Province in its sole discretion.
4. When the Province accepts a Response submitted by a QSP to a Service Request, both parties will enter into a Service Agreement to outline the provision of specific Services
5. The QSP agrees to perform the Services set out in each executed Service Agreement in accordance with the provisions of this Master Agreement and the applicable Service Agreement, and the QSP shall follow any directions from the Province regarding the performance of the Services. The QSP warrants that it has the qualifications and expertise to perform the Services set out in each Service Request to which it responds, and statements regarding the performance of Services made by the QSP in its Proposal or subsequent Response are representations and warranties of the QSP and form part of this Master Agreement.
6. The Province is not obligated to obtain any Services from the QSP. Further, the Province reserves the right to acquire Services through arrangements other than from the Resource List.
7. Prior to entering into a Service Agreement, the QSP shall provide the Province, on its request and at no cost to the Province, with criminal record checks and/or other security clearances of its resource(s) proposed for that Service Agreement. Where any of the criminal record checks or security clearances are not satisfactory the Province may, in its sole discretion, reject the proposed resource(s) and/or the QSP.
8. The QSP resources shall perform the Services set out in each Service Agreement with reasonable skill, care and diligence and in accordance with any applicable standards.

## PAYMENT

9. The Province agrees to pay the QSP for the Services provided by the QSP's employees, sub-contractors or agents and delivery of the Materials in accordance with a Service Agreement.
10. The Province may order the re-execution of any Services which are not performed in accordance with the provisions of this Master Agreement and the applicable Service Agreement, in which case the QSP shall re-execute the Services or Materials at the QSP's expense in accordance with this Master Agreement and the applicable Service Agreement.

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### RECORDS AND REPORTING

11. The QSP shall comply with all records and reporting requirements which may be set out in a Service Agreement.

### NON-ASSIGNABILITY AND SUBCONTRACTING

12. The QSP shall not assign or otherwise dispose of any of its rights, obligations or interests in this Master Agreement or any Service Agreement; or subcontract any Services set out in a Service Agreement (other than as specified in the Services Agreement ), without the prior written consent of the Province which shall not be unreasonably withheld.

### COMPLIANCE

13. The QSP shall comply with the provisions of all laws, now in force or in force after the signing of this Master Agreement, that expressly or by implication apply to the QSP, its employees, subcontractors or agents in performing the Services set out in a Service Agreement.

### RELATIONSHIP OF PARTIES

14. The relationship of the QSP to the Province in performing the Services under this Master Agreement and each Service Agreement is that of an independent contractor, and nothing in this Master Agreement or any Service Agreement is to be construed as creating an agency, partnership, joint venture or employment relationship between the QSP and the Province.

### NOTICES

15.

- a) Any notice to be made under this Master Agreement is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, as follows:

The Province:	Corporate Procurement Office
Address:	2 <sup>nd</sup> floor Standard Life Centre 10405 Jasper Avenue Edmonton, Alberta T5J 4R7
Attention:	CPO Senior Manager
Fax:	780-644-2524



The QSP:	Legal Name of QSP
Address:	
Attention:	
Fax:	

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

- a) Either party may change its information in section 15(a) by giving notice to the other in the manner described in section 15(a).
- b) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

16.

- a) The Province or QSP may terminate this Master Agreement at any time, without cause, upon 90 days written notice.
- b) The Province may terminate this Master Agreement at any time, without notice, in the event the QSP breaches the terms of either this Master Agreement or any subsequent Services Agreement.
- c) If this Master Agreement is terminated the QSP shall be paid only for the Services completed in accordance with this Master Agreement up to the effective date of termination. All associated Service Agreements are automatically terminated on termination of this Master Agreement.
- d) Subject to section 16, Service Agreements may be terminated subject to the terms set out in the Service Agreement.

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## CONFLICT OF INTEREST AND ETHICAL CONDUCT

17.

- a) The QSP shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the QSP or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards and the standards, including without limitation the following:
  - i. the QSP and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
  - ii. where the Services involve providing advice, making recommendations to the Province 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;
  - iii. except for payment provisions as set out in each Service Agreement, the QSP 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;
  - iv. the QSP 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;
  - v. the QSP, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the QSP in its business practices or in relation to its employees, subcontractors or agents; and
  - vi. the QSP shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- b) In the event the QSP becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of Services pursuant to a Service Agreement, the QSP shall immediately disclose such matter to the



Province in writing. Upon such disclosure, the QSP shall not commence or continue performance of the applicable Services without the prior written consent of the Province. If the Province is of the opinion the QSP or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate the applicable Service Agreement and, if the conflict of interest is in relation to this Master Agreement, then the Province may terminate this Master Agreement.

#### SURVIVAL OF TERMS

18. Notwithstanding any other provision of this Master Agreement, those sections which by their nature continue after the conclusion or termination of this Master Agreement shall continue after such completion or termination.

#### GENERAL

19. In the case of conflicts or discrepancies among this document, any Service Agreement, the PQR and the Proposal, the documents, as amended, shall take precedence and govern in the following order:

- a) this Master Agreement;
- b) the body of a Service Agreement executed by the Province and the QSP;
- c) the Response of the QSP to a Service Request;
- d) the PQR; and
- e) the Proposal.

20. Time is of the essence of this Master Agreement and each Service Agreement.

21. This Master Agreement contains the entire agreement of the parties concerning the subject matter of this Master Agreement and, except as expressed in this Master Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

22. Any waiver by either party of the performance by the other of an obligation under this Master Agreement or any Service 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.

23. The rights and remedies of the Province under this Master Agreement, under a Service Agreement, are cumulative and any one or more may be exercised.

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24. The Parties may amend this Master Agreement only by mutual written agreement signed by the parties.
  25. This Master Agreement and each Service 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.
  26. This Master Agreement and each Service Agreement shall be for the benefit of and bind the successors and assigns of the parties.
  27. This Master Agreement and each Service Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one document, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

HER MAJESTY THE QUEEN IN RIGHT OF  
ALBERTA, as represented by the Minister of  
Human Services



Per:

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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Date

SCHEDULE A – QSP Proposal to PQR  
PQR-001-CFS

[Completed Proposal to be inserted by the Province upon execution of Master Agreement]