

SOUTHERN ONTARIO ABORIGINAL DIABETES INITIATIVE

SOADI Foot Care Program Guidelines Manual

Contractors Service Agreement

Host Organizations Agreement

SOADI Foot Care Coordinator: Lindsey Cosh

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The enclosed document is a summary of expectations and responsibilities of contractors, host organizations and SOADI, for the provision of the SOADI Foot Care Program.



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SOADI Foot Care Contractor's Service Agreement Guidelines

I. SOADI VALUES

Mandate

SOADI supports organizations who serve aboriginal people living with or at risk of diabetes. The personal information collected through the Foot Care program, is to help identify foot care needs in Aboriginal Communities throughout Southern Ontario. The data collected will give valuable information to give back to the people and communities for self empowerment. It will be summarized and made into reports for publication. (see data collection pg)

Mission Statement

“Eradicate the devastating effects of Diabetes, Aboriginal Peoples will once again enjoy the good health of our ancestors.”

Vision

To support Aboriginal communities working to decrease the high incidence of Diabetes and its complications through prevention, intervention and management activities.

Values

Autonomy and diversity; Community-based, responsive services; Holistic wellness (i.e. physical, spiritual, mental and emotional balance); A spirit of sharing and cooperation; Personal choice; And the right to privacy.

II. HUMAN RESOURCES – CONTRACTOR GUIDELINES

A. Agreement for Services

Contractors refer to Podiatrists, Chiropractors, Foot Care Nurses, and Reflexologists.

1. SOADI has engaged the Contractor to provide services on an independent contractor basis. Neither the Contractor, nor any present or future employee, servant nor agent of the Contractor shall be deemed to be an employee, servant, or agent of SOADI, for any purpose whatsoever.

a) Sub-Contracting

The Contractor shall not assign or sub-contract any work under this Agreement. All contractors providing services MUST be registered with SOADI. Contractors



may advise interested associates to contact SOADI's Foot Care coordinator for a Contractors package.

b) Services Not Provided.

The services not provided for under this Agreement specifically include, but are not limited to any services for any person attending the SOADI holistic foot care clinics outside of the SOADI clinics. A separate written agreement between Contractor and the individual person concerned is required for any services not provided for under this Agreement.

2. Each Contractor is required to register with the SOADI Foot Care Program, prior to providing service to any participant of SOADI Foot Care Event. A registration number must be submitted with all screening, assessment forms and invoices. (see form list pg)

B. Contractor Registration consists of:

1. Adhere to the SOADI Foot Care Program Contractor's Service Agreement, including compliance to appropriate education, registration, standards and guidelines of practice listed in Table 1: Credentials Grid. *All standards and guidelines are available upon request.*
2. Contractor will adhere to all standards of practice applicable guidelines, polices allocated by their professional regulated organizations. *See Credentials Grid, Table 1.*
3. A Copy of registration with Professional Regulated Organization or equivalent, accompanied with any other appropriate credentials approved by SOADI. Please note that reflexology is NOT REGULATED, therefore 2 letters of reference must be submitted with contact information of whom certified. All copies are required prior to servicing any cliental.
4. A copy of current professional liability insurance of \$2,000,000.00 coverage, including all copies of appropriate documentation listed in Table 1, until which time the Contractor's Service Agreement is null and void.



Table 1. Credentials

profession	Podiatry	Chiropody	Foot Care Nurse	Reflexology
Education	<ul style="list-style-type: none"> • Diploma 	<ul style="list-style-type: none"> • Diploma 	<ul style="list-style-type: none"> • Certification of Advanced Foot Care or equivalent. 	<ul style="list-style-type: none"> • Reflexology certification with course description from certified professional. • Contact information of place of certification.
Professional Regulated Organization	<ul style="list-style-type: none"> • College of Chiropodists of Ontario (CCO). • Ontario Podiatric Medical Association (OPMA). • Ontario Society of Chiropodists (OSC). 	<ul style="list-style-type: none"> • College of Chiropodists of Ontario (CCO). • Ontario Society of Chiropodists (OSC). 	<ul style="list-style-type: none"> • Register Nurse Association of Ontario (RNAO) confirms. 	<ul style="list-style-type: none"> • Ontario College of Reflexology • or equivalent • 2 letters of reference
Relevant Guidelines	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> •
Registration No.	<ul style="list-style-type: none"> • Proof of registry with appropriate organizations. 	<ul style="list-style-type: none"> • Proof of registry with appropriate organizations. 	<ul style="list-style-type: none"> • Proof of registry with appropriate organizations. 	<ul style="list-style-type: none"> • Proof of registry with appropriate organizations.
Professional Liability Insurance for services rendered to SOADI, carried by contractor or employer.	<ul style="list-style-type: none"> • Errors and Omissions • \$2,000,000.00 Coverage 	<ul style="list-style-type: none"> • Errors and Omissions • \$2,000,000.00 Coverage 	<ul style="list-style-type: none"> • Errors and Omissions • \$2,000,000.00 Coverage 	<ul style="list-style-type: none"> • Insurance if any.



C. Services Provided:

1. Roles, Relationships, and Responsibilities, *see table 2.*

This pertains to the relationship between the people, Contractors, Host Organizations, and SOADI. The idea is to have an Aboriginal, Métis or Inuit community and its people take ownership of self care and healthy lifestyles. SOADI hopes to provide individuals with the right tools to have continuous foot care and education available and accessible.

2. Continuous communication is critical and essential to this relationship concept.

D. Annual Diabetic Foot Care Screening,:

1. An initial 15 minute screening (see form 00Ct), is used at various Annual SOADI Foot Care Events throughout Southern Ontario. The purpose of the screening is to help educate people on proper foot care, coinciding with identifying individuals who need consistent assistance with their foot care needs. The screening process determines if a participant is rated High Risk and is a candidate for the SOADI Foot Care Subsidy Program.

- a) Each participant receives a copy of:
 - i) Completed screening form.
 - ii) SOADI Foot Care Directory, or contact information to Foot Care Coordinator.
 - ii) Subsidy form
 - iv) and educational resources (handouts, pamphlets)
- b) When a participant is identified as High Risk, Contractor provides a copy of SOADI Subsidy Application (form). This form is intended for participant to take to local contractor in their area, for follow-up and to be submitted by servicing Contractor. Once a participant is approved for Subsidy program, then a continuous follow-up is granted.
- c) It is intended for the participant (Host) to take ownership of self care. They (host/participant) are provided with all the tools to ensure follow up is possible.

2. The Contractor may use discretion of treatments; including ingrown toe nail removal, nail trimmings, planters wart treatment etc) that is used at a SOADI Annual Foot Care Screenings in the various Aboriginal, Métis and Inuit



communities. However it is encouraged to use nail treatments for all people living with diabetes, Elderly 60 +, and people with current foot concerns. This time is also used as an opportunity for educational purposes.

3. The contractor will take all reasonable and universal precautions in providing their own sterile equipment and supplies in providing services to SOADI. SOADI will provide sterilization, bactericidal and fungicidal fluid and stainless steel canisters at Annual Foot Care Events.
4. The Contractor is responsible for patient screening, assessment, treatment, and documentation ensuring adherence to the collection of information follows the Privacy Act. Contractors will administer tools which SOADI will provide, *see E.2.*

E. Follow up / Ongoing SOADI Foot Care Events and subsidies (sustainable clinics)

1. Ongoing Subsidy Foot Care is intended for people that are identified as being high risk and not having any source of funding for continuous needed foot care.
 - a) High Risk includes:
 - LEAP ranking 0-3
 - Self Care Ability
2. At an annual Diabetic Foot Screening, participants will have ownership and responsibility to establish ongoing care. SOADI subsidies are available for those who qualify and are approved for the SOADI Foot Care Program. They will be given all tools to enable them to set up their own continuous care. These include:
 - a) Education on Foot Care with Diabetes Relevant Information (pamphlet to be given), answer any questions.
 - b) SOADI Foot Care DVD
 - c) SOADI Foot Care Directory
 - *with local foot care specialist contact information*
 - d) Completed Foot Care Screening
 - e) Foot Care Subsidy Application Form
 - *to be given to participant that are high risk and do not presently receive foot care.*
 - f) Foot Care Coordinator Contact information



3. For follow up and ongoing subsidy foot care, SOADI assumes no responsibility for any patient assessment, treatment, documentation. Follow up services provided will be out of the contractor's foot care clinic or at Ongoing Foot Care Event locations to be determined and agreed upon by SOADI, the contractor and the Host. (see Ownership Code).
4. Contractors will assess and treat SOADI foot care subsidy recipients, document with their registered forms. (private/business forms).
5. The contractor will take all reasonable and universal precautions in providing their own sterile equipment and supplies in providing services to SOADI. The contractor is responsible for provision of ALL equipment for Ongoing Foot Care Events and Subsidies.
6. Communication between Host organization and SOADI is required to ensure the best quality of care to the people. See Relationship concept.

F. Indemnification

The Contractor agrees to indemnify SOADI and its officers for all losses, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this agreement, provided such losses damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of SOADI or its officers or employees, and whether such actions, suits or proceedings are brought in the name of SOADI or in the name of the Contractor.

G. Ownership – Data Collection/Data Base

1. SOADI Follows the Ontario Coalition of Aboriginal People (OCAP) guidelines regarding data collection and privacy policy. See OCAP guidelines.
2. SOADI will have sole ownership and use of all data collected from various Aboriginal, Métis and Inuit communities registered with SOADI throughout Southern Ontario.
 - a) The personal information collected is to help identify foot care needs in Aboriginal, Métis and Inuit communities throughout Southern Ontario.



- b) Data is to be summarized and compiled into reports for publication.
 - c) All data produced by the Contractor under this Agreement and shall have copyright therein.
3. SOADI collects personal information via registration/consent form that will help identify foot care needs in Aboriginal, Métis and Inuit communities throughout Southern Ontario. Basic information will be summarized and made into reports for publication.
4. Data Base
- a) The information will be inputted on an electronic Data Base System, Wufoo. Ideally, all information regarding a particular SOADI Foot Care Event will be inputted into system within 3 days of clinic completion.
- H. Disclosure of Information/ Confidentiality
- 1. Any and all releases of material or property collected by the Contractor to third parties shall require the prior consent of SOADI. Including presentations for continuing education, research papers, required the prior written consent of SOADI.
 - 1. This does not cover the release of material or property in the regular course of business of providing contracted services to SOADI's clients. Contractor must have consent from participant in question.
 - 2. CONFIDENTIALITY
 - a) Contractors sign adhere to agreement form.
 - b) Use of Wufoo is password protected, using 256 bit inscription.
 - c) All personal information is protected with lock and key.
 - d) Filing cabinet
 - e) Locked box during transportation
 - f) Foot Care office door lock
 - g) SOADI office, lock and key plus alarm system.



- h) SOADI's Computer Network is protected by various safety mechanisms including firewall.

I. Property

Any and all property and material which the contractors shall come into possession of as a result of his/her position under this Contract, including zero gravity chairs, lamps, stainless steel containers, sharps containers, cds, clipboards, table clothes, lab coats, scrub uniforms, office equipment, discussion papers, research materials, historical information, documents and/or any electronic versions of documents related to this Contract shall be the property of SOADI. The Contractor shall not retain any of SOADI's property when this Agreement comes to an end, for any reason, but shall return all SOADI's property to SOADI immediately.

J. Cancellation

1. **Contractor Withdrawal.** The Contractor may withdraw at any time but must give a 2 week written notice prior to a scheduled SOADI Foot Care event/clinic. Failure to do so will result in penalty.
 - a) Contractor will be expected to pay any accommodation fees due to late cancellation.
2. **Host Cancellation.** The host may withdraw at anytime, but must give written 2 week notice. If failure to do so results in any accommodation, reservation, honorarium, cater charges, it will be the Hosts responsibility to pay for these fees.
3. **SOADI Cancellation.** SOADI reserves the right to cancel agreement with contractor at any time but must give at least 2 week written notification prior to scheduled SOADI Foot Care event/clinic. If SOADI fails to give proper notice under the 2 week written notice, SOADI will remain obligated to pay the Contractor at the agreed rates for all services provided, and to reimburse the Contractor for all costs advanced, before the withdrawal.
 - a) SOADI Foot Care Coordinator will use discretion to determine rescheduling of any Foot Care Event cancellation. Ongoing Foot Care Clinics will be rescheduled by Contractor and Host.



K Early Termination

1. **Discharge of Contractor.** SOADI may discharge the Contractor at any time by written notice effective when received by the Contractor. Unless specifically agreed by the Contractor and SOADI, the Contractor will provide no further services and advance no further costs on the SOADI's behalf after receipt of the notice.
2. Discharge may relate to but not limited to:
 - a) Failure to follow relevant standards and guidelines that pertain to your field of profession, (see Table 1, pg 3). All guidelines are available upon request.
 - b) Collection of payment from any other source for services that SOADI has been billed and provided payment for.
 - c) Insensitivity to working with various Aboriginal, Métis and Inuit peoples.

III CLIENT SERVICES

A. Priorities of SOADI's Foot Care Program Candidate Criteria

All people are welcome to participate with SOADI's Foot Care Event; however people that are deemed as our priority will have precedence. The priority includes:

1. People that self identify as being Aboriginal of a first nations (status/non-status), Inuit or Métis and
2. Living with diabetes or at high risk of, and
3. Candidates will also be requested to provide documentation of denial of funding from:
4. Elderly (age 60+ using discretion) or
5. Have current foot concerns, and
6. People that are identified as high risk with SOADI's annual diabetic foot care screening and referred by the contracted foot care specialist.
 - a. High risk (LEAP 0-3 ranking), or people that have a difficulty to provide self care.



- b. First Nations Non Insured Health Benefits (FNIHB, Status Card, Band)
- c. Private Insurance (self or spouse employment)
- d. OHIP (Ontario Health Card)
- e. Veterans Association Canada (VAC)
- f. Social Services (ODSP, disability)

See SOADI Foot Care Directory for step by step instructions on accessing Foot Care Funding Resources.

B. SOADI Foot Care Program, Host organization Candidates

Potential Host Organization/community, contacts SOADI to acquire the Host Package. The Host is responsible for submitting all completed forms () which may include a site visit by SOADI's Foot Care Coordinator and/or SOADIs local Regional Diabetes Prevention Coordinators.

1. To have an Annual Foot Care Screening Event in your community, the host community:
 - a) Must service Aboriginal, First Nations, Inuit or Métis people and communities.
 - b) Submitted Completed forms for approval from SOADI Foot Care Coordinator.
 - c) Non existence or very little current foot care services in community.
 - d) Community has Long Waiting List for foot care services for diabetic people.
 - e) Follow the SOADI Foot Care Event Request Process.
2. To have an Ongoing SOADI Foot Care Clinic in your community every 6 to 8 weeks:
 - a) A large number of participants (6-15) are rated as high risk clients identified with SOADI's Diabetic Foot care Screening.
 - b) Ability to keep communication with contractor whom will be providing service, to organize clinic dates.



- c) It is suggested that the Host will provide SOADI and the Contractor a list of participants for clinic.
 - d) It is required to provide lunch or snacks for participants of clinic.
 - e) Ability to provide programming for Clinic dates, please see Diabetes Educational Activity booklet.
 - f) Client Criteria: identified as being high risk on initial annual diabetes foot care screening. *See III, client Services, Pg 11.*
- C. SOADI Foot Care Individual Subsidy Candidates: See Priorities Pg 11, III.A.
- a) Each individual is allotted 9 treatments per year. Additional treatments will need prior approval from the Foot Care Coordinator.
- D. Orthotics
- 1. Doctors prescription
 - 2. One pair per 2 years
 - 3. Orthotic centre is preferred to be registered with the SOADI Foot Care Program, but not necessary. All orthotics must be preapproved by the SOADI Foot Care Coordinator.
 - 4. All other foot care funding resources must be thoroughly researched by participant. Proof of denial may be asked to be submitted with subsidy form.



IV HEALTH AND SAFETY/ RISK MANAGEMENT

A. Sterilization, Chiropodist/Foot Care Nurse Responsibilities

1. Approved sterilization, bactericidal and fungicide, will be provided at every SOADI Foot Care Event. Each contractor will be provided with stainless steel trays for onsite sterilization of equipment.
 - a) Clippers and other appropriate equipment must be PROPERLY STERILIZED between each participant, multiple sets of sterile equipment is strongly encouraged for each contractor.
 - b) Equipment is to be wiped down between clients using Clorox bleach wipes.
 - c) Washing of linens (scrubs, lab coats and table clothes) will be washed between SOADI Foot Care Events.

B. Workplace monitoring

1. SOADI reserves the right to have a random search of sterilized and dirty equipment at every SOADI Foot Care Event.
2. Equipment storage
 - a) All equipment is returned clean and stored properly at SOADI Head Office.
 - b) Please notify SOADI staff of damage, dirty or missing pieces of equipment.
3. Accident reporting and investigation
 - a) At the time of an accident or incident, appropriate forms will be completed by those who have witnessed or made the complaint.
 - b) Investigation and follow up will occur to ensure that proper procedures and care for individual is taken.
 - d) SOADI reserves the right to terminate a contract with service provider if an incident occurs resulting in injury to participant.



V FINANCE

It is SOADI's purpose at a Foot Care Event to ensure that each participant living with diabetes, have their foot care concerns addressed. It is quality vs quantity. All contractors are paid a salary and therefore can take the time that is necessary to screen and treat each individual thoroughly.

A. Fees for Services. See Fee Schedule

SOADI will pay the Contractors fees for services provided under this Agreement at the negotiated rates for time spent. The negotiated daily rates and assessment rates for services, and other billing rates, are set forth in the attached Rate Schedule. No periodic increases may occur at the Contractors election. Any change in rates must be agreed to in writing between the Contractor and SOADI.

B. Travel

1. It is the Contractors responsibility for transportation to and from the scheduled Foot Care Event. It is up the Contractor to contact and make arrangements for car pooling.
2. Daily rate includes travel within 50 km one way to and from each Foot Care Event. If the contractor exceeds 50 km one way to and from a Foot Care Event, then the contractor will be compensated at a rate of \$0.54 (mirror SOADI's fixed travel rate) per km.

C. Accommodations

Service providers are an independent contractor, therefore accommodations will be provided under the following criteria:

- a) If a scheduled clinic exceeds 150 km one way to and from a clinic, hotel accommodations are reflected in the fee. Contractor will be responsible for payment parking and any tickets as a result.
- b) Contractor will be provided with information of accommodations which will be reserved in the Contractors name. However, the contractor is responsible for payment at time of registration. One night prior to the scheduled clinic date will be reserved.
- c) For any reason SOADI may make payment for accommodations, it may be necessary for contractors to share such accommodations.



d) Food and drink will be the contractor's responsibility. It is a custom that at an event the host organization will provide food and drink for participants, contractors and SOADI staff.

D. Billing, Responsibilities and filing.

1. The Contractor will send SOADI statements showing fees and costs incurred and their basis after services at a SOADI foot care event. The written reports and invoices required under this Agreement shall be in the form agreed to by SOADI and the Contractor. Amounts due shall be paid in full and mailed to given address within 6 weeks. The provisions of this agreement with respect to the fee arrangement, as well as the amount of any payments on account made by the SOADI, may be disclosed to the federal and provincial governments in connection with any application by the SOADI for fees and costs.
2. Contractors are requested to submit completed SOADI Foot Care Program Invoices and Forms. This ensures that a third party billing is omitted from program and money exchange is directly between Contractor and SOADI.
3. The Contractor must submit completed SOADI Foot Care Event forms 001P, 003cda, 003cdb, and 003cdc to SOADI's Foot Care Coordinator immediately after an Annual SOADI Foot Care Event.
 - a) 001P – Participant Registration and Consent
 - b) 003cd - Chiropodist Invoice
 - c) 00cdb – Foot Care Nurse Invoice
 - d) 00cdc – Reflexology Invoice
4. The Contractor must submit completed SOADI Foot Care Subsidy forms 003P, 004Cd and 002Ct within 7 days of services provided.
 - a) 00P3 – SOADI's Subsidy Foot Care Application. Each participant is requested to complete at initial visit and submitted by contractor. SOADI will approve and notify contractor if there is discontinuous funding for participant in question.
 - b) 004Cd – SOADI's Subsidy Foot Care Contractors Summary and Invoice. This form is used for large number of people. It can be used as dual,



Ongoing Host Clinic as well as independent Subsidies. Contractors may choose to submit once page is full, or once a month.

- c) 002Ct – Ongoing SOADI Host Clinic Foot Care Summary. This form is to be used as proof of service. It provides enough detail to monitor changes in participants feet concerns. This form requires a signature from the Host Organization.
5. SOADI reserves the right to object to any details in report, form or invoice submitted by the contractor. Details could include amount of any invoices rendered by the Contractor, or to the quality of the work for which the invoice is rendered.
6. SOADI may withhold payment on the disputed invoice until such objection is resolved to the satisfaction of both parties.
7. Each contractor will retain a copy of the invoice of services after each Foot Care Event.
8. Fee Arbitration. If a dispute arises between the Contractor and the SOADI regarding the Contractors' fees under this Agreement and the Contractor files suit in any court other than small claims court, the SOADI will have the right to stay that suit by timely electing to arbitrate the dispute in which event the Contractor must submit the matter to such arbitration.
9. The Contractor is solely responsible for complying with, and submitting the requisite filings and payments under, Federal, Provincial or Municipal law, including but not limited to the Federal and Provincial Income Tax Acts, Employment Insurance Acts, Canada or Quebec Pension Plan, Worker Compensation Legislation, Employer Health Tax and Health Insurance Legislation, GST Legislation and local taxing Legislation.

The attached contract is to ensure that each service provider agrees to adhere to the SOADI Foot Care Programs Guidelines.

Please sign and submit top copy (must submit original) along with other relevant documentation to:

SOADI Foot Care Coordinator
8 Clairmont Street, Unit 2
Thorold, ON, L2V 1R1
Fax: 1-866-352-0485