



**GOVERNMENT OF MALTA
MINISTRY FOR INCLUSION
AND THE VOLUNTARY SECTOR**

AGREEMENT BETWEEN

THE MINISTRY FOR

INCLUSION AND THE VOLUNTARY SECTOR

AĠENZIJA SAPPORT

AND

FONDAZZJONI WENS

(VO 0068)

-

DAR IL-WENS

An Agreement entered into on the 1st day of July of the year 2024.

By the present there appear, on the one part:

Ms Nancy Caruana, holder of Identity Card Number 232064M who appears hereon for and on behalf of the Ministry for Inclusion and the Voluntary Sector (hereinafter referred to as the Ministry), in her capacity as Permanent Secretary of the same Ministry; and

Mr Oliver Scicluna, holder of Identity Card Number 334886M who appears hereon for and on behalf of the Aġenzija SAPPOR (hereinafter referred to as the Agency), hereby, appointed to represent it, as Chief Executive Officer of the same Agency;

On the other part,

Mr Sam Baron, holder of Identity Card Number 816854M who appears for and on behalf of Fondazzjoni Wens (hereinafter referred to as the Service Provider) in his capacity as President of the same Service Provider.

Collectively referred to as ‘the Parties

Whereas, the Ministry through its appointed Agency is committed to promote the overall wellbeing and prospects of persons with disability. In this regard they are actively involved in ensuring that persons with disability continue to live in the community and to enjoy the best quality of life possible.

Whereas the Ministry, through its appointed Agency, wishes to contract the Service Provider to offer the services of residential homes;

Whereas the Service Provider is willing to provide such services;

Now therefore, by virtue of this Agreement the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the terms set forth hereunder shall have the meaning ascribed to them hereunder:

1.1.1 “Abuse” is the misuse of power, which may be both by commission and by omission. Abuse is a violation of the rights, dignity, civil liberties, bodily integrity, dignity or general well-being and worth of the Service User. Any action or inaction by a person that results in the physical, sexual, psychological, emotional, social or financial harm or neglect of a Service User is abuse;

1.1.2 “Accommodation” means Residential Community Home at 67, Dar il-Wens, The Strand, Kalkara administered by Fondazzjoni Wens;

- 1.1.3 “Aġenzija SAPPOR” referred to as the “Agency” means the public entity appointed by the Ministry to assess and refer persons with disability to use the services being provided by the Service Provider by virtue of this Agreement and to monitor and endorse the provision of such services;
- 1.1.4 “Agreement” means this agreement including all appendices attached hereto;
- 1.1.5 “Case Review” means an organised meeting within a professional atmosphere in which the Service User’s Personal Support Plan is discussed and deliberated within the context of a multidisciplinary team including the Service User and his legal representative.
- 1.1.6 “Confidential information” means any information imparted to either party or its staff, agents, consultants, sub-contractors (collectively referred to as the receiving party) which was imparted to the receiving party on the basis that it is to be kept confidential, or would by its nature normally be regarded as being confidential or to the knowledge of the receiving party was obtained by the other party on the basis that it was to be kept confidential but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the receiving party;
- 1.1.7 “Conflict of Interest” means any event influencing the capacity of the Service Provider to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of either of the other two signatories to this Agreement and/or to the Service Users they refer;
- 1.1.8 “Force Majeure Event” means any act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, fire, explosion or exceptionally bad weather;
- 1.1.9 “Ministry” refers to the Ministry responsible for Inclusion and the Voluntary Sector under which the welfare of persons with disability falls;
- 1.1.10 “Parties” means the Ministry, the Agency and the Service Provider;
- 1.1.11 “Personal Support Plan” means a written plan for the Service User highlighting the individual’s needs, interests, choices and achievable goals;
- 1.1.12 “Retention Bed” refers to a bed that is kept vacant in excess of ten (10) days due to leave, hospitalisation, or other absence of a Service User including death. It also refers to beds that are unoccupied whilst awaiting allocation to new Service Users;

- 1.1.13 “Service Provider” means a person who, or organisation that provides and operates a residence and associated services to persons with disability;
 - 1.1.14 “Service User” means a resident who has been referred by the Agency and who is residing at the mentioned accommodation;
 - 1.1.15 “Staff” means a person who is either engaged by the Service Provider or through a contracted company or a community worker scheme, wherein one of the person’s responsibilities is to provide resident support or care, irrespective of whether or how the person is compensated;
 - 1.1.16 “Standards” means relevant standards that may from time to time be established by any competent authorities or pursuant to legal requirements;
 - 1.1.17 “Support Level” means the level of support required by the Service User (see Appendix A) as established through an assessment carried out by the Agency;
 - 1.1.18 “Writing” means communication via electronic and/or registered mail.
- 1.2 In this Agreement, unless otherwise specified or the context otherwise requires:
- 1.2.1 words importing the singular only include the plural and vice versa;
 - 1.2.2 words importing the whole shall be treated as including a reference to any part thereof;
 - 1.2.3 words importing a gender shall include the other gender;
 - 1.2.4 reference to any provision of law is a reference to that provision as modified or re-enacted from time to time;
 - 1.2.5 reference to any statutory provision includes a reference to any subsidiary legislation made under that provision from time to time;
 - 1.2.6 reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, renewed or replaced from time to time as permitted by the provisions of this Agreement.
- 1.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.

- 1.4 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression will be construed as illustrative and will not limit the sense of the words preceding or following that term.

2. PROVISION OF SERVICES

The Parties agree that the management and operation of Dar il-Wens as indicated in this Agreement is to be the sole responsibility of Fondazzjoni Wens.

- 2.1 The Service Provider shall make available a total of 24 beds to cater for different support levels as referred by the Agency. This total number of beds shall be allocated as follows:

6 beds at Level 1

9 beds at Level 2

9 beds at Level 3

- 2.2 The rates outlined under clause 4.1 of this Agreement include staffing costs, training as well as service quality criteria as per Appendix B. The Service Provider shall not request any additional payments in relation to such initiatives.
- 2.3 Other remaining beds available outside the scope of this Agreement are not subject to remuneration by the Ministry but will be the sole responsibility of the Service Provider.
- 2.4 The Agency together with the Ministry shall discuss with the service provider, the possibility of replacing residential bed posts with respite posts.
- 2.5 While retaining the aggregate total number of beds, the established number per level as specified in clause 2.1 above is subject to change according to the actual needs identified by the Agency. This means that as long as the Service Provider has the necessary resources to cater for the needs arising from the required change in the level of support, the Agency may refer an existing or new Service User whose support needs differ from the prior established level of support.
- 2.6 The Service Provider undertakes to provide on a daily basis (on 24 hour, by 7 days a week basis throughout the year), comprehensive support for persons with disability. This includes full time residential care, as well as community- based support and assistance in physical, behavioural, medical, social, and psychological needs according to the Service User’s respective support level.
- 2.7 The Service Provider is responsible for providing support to the Service User when unforeseen needs emerge regardless of the Service User’s established level of support.

- 2.8 The Service Provider is to immediately inform the Agency whenever a bed is vacated for reasons beyond the control of the Service Provider such as, but not limited to, the death of a Service User.
- 2.9 The Service Provider must work in consultation with the Agency when it comes to potential Service User(s) being transferred or terminated. This requires approval from the Ministry and the Agency a priori.
- 2.9.1 The service cannot be terminated or suspended on the grounds of mental health episodes exhibited by the service users, including but not limited to, depression and hallucinations.
- 2.9.2 If any of the service users exhibit persistent behaviour that is considered to be dangerous to oneself or others, suspension or termination is considered after the situation is assessed by both the service provider and the Agency. The Ministry shall be duly informed of such situation.
- 2.10 The Agency shall review Service Users' support needs on a regular basis as well as when required. Changes in Service User's level of support requires a reassessment and authorisations by the Agency. The Ministry shall only effect payment at revised rates if changes in support levels are duly endorsed by the Agency.
- 2.11 The Service Provider shall develop a Personal Support Plan for every Service User. Once such plan is duly reviewed and approved by the Agency, it shall be the responsibility of the Service Provider to ensure that this Personal Support Plan is duly implemented by competent staff. The principles of co-production, active support and supported decision-making shall be continuously put into practice throughout service provision.
- 2.12 The Agency shall regularly, and as and when required, monitor the implementation of this support plan. Through the Agency's annual case reviews and visits to the residence (NGO visits – planned or unplanned), the Agency shall provide recommendations including client-staff ratios and the Service Provider shall ensure that such recommendations are duly implemented.
- 2.12.1 The ratios of care staff to residents shall be determined according to the assessed needs of residents, and in accordance to the residential assessment carried out by the NGO Department within the Agency to properly identify all residents' care needs and appropriate staffing levels. Following any changes in the dependency of any one resident, the ratio of care staff to residents shall be altered accordingly as determined by a reassessment carried out by the NGO Department within the Agency.

- 2.13 All ancillary services, including but not limited to general maintenance, refurbishment works and extraordinary works shall also be the sole responsibility of the Service Provider at his own expense.
- 2.14 All cases referred by the Agency shall be accepted by the Service Provider as long as bed space is available and the Service Provider has the necessary competence and resources to address the needs of the referred Service User.
- 2.15 In instances where the Service Provider objects in writing to the referral of a Service User, a meeting convened by the Ministry to discuss the matter, is to be held by not later than five (5) working days from the date of objection, between the parties to this Agreement, or their delegated representatives. The decision taken during the said meeting will be considered as final.
- 2.16 In exceptional circumstances the Ministry, in consultation with the Agency, may purchase additional beds to the number specified in clause 2.1, subject to availability. The Service Provider shall offer such additional bed/s under the same terms and conditions of this Agreement.
- 2.17 The service provider shall, within the first eight months of this agreement, provide to the Agency and the Ministry an action plan with measurable goals and targets showing efforts toward deinstitutionalisation and shall discuss progress at least twice a year with representatives from the Agency and the Ministry.

3. QUALITY OF SERVICE

- 3.1 The Service Provider must be duly licensed by the authority responsible for social care standards whilst ensure that the services provided are in full adherence to the Standards for Residential Services for Persons with Disability.
- 3.2 The Service Provider shall observe and comply with all standards, rules and regulations stipulated by law and/or any competent authority set up or authorised by Government, including the UNCRPD.
- 3.3 The Service Provider undertakes to immediately inform the Ministry/Agency if any of the necessary licenses and permits are suspended, withdrawn or revoked. In case of suspension, the Ministry may suspend payment until the service provider submits a valid license certificate.
- 3.3.1 In case the Service Provider is deemed non-compliant with any of the contents of the agreement or is subject to a pending investigation carried out by the regulator of the service, any payments due for that particular period may be

suspended following discussion between the Ministry, the Agency, the regulator of the service which issues the relevant license and any other relevant stakeholders and/or authorities.

In addition the Service Provider shall meet the following key performance indicators:

Outputs:

<u>Output Standard</u>	<u>Output Indicator</u>	<u>Rate</u>
<u>1</u>	<u>Rate of achieving Personal Support Plan goals within one year and number of case reviews performed annually¹</u>	<u>65% - 95%</u>
<u>2</u>	<u>Overall satisfaction rate with the services / programmes delivered to them in a year²</u>	<u>65% - 95%</u>

These indicators will be monitored by the Ministry, through the Agency, on an annual basis. Failure to achieve the indicators may give rise to the Ministry taking appropriate action including but not limited to a financial correction of up to five per cent 5% (depending on the severity) in relation to the service provision as well as the termination of this Agreement.

4. CHARGES, INVOICING AND PAYMENT

The provisions of the services indicated in this Agreement are subject to the following considerations:

- 4.1 The Ministry, following verification by the Agency, shall pay the Service Provider the following rates for each level, which rates shall be adjusted annually in line with the cost of living increase for the duration of this agreement. The below mentioned rates includes the Cost Of Living Adjustment (COLA) for the year 2024.

¹ Rate of achieving individual plans = Total number of plans completed during the period/Total no.plans X 100

² Refers to the outcome of survey / questionnaire conducted by the Ministry to collect views from Service Users on the services / programmes provided by the service provider. The rate is calculated by the following formula:
No. of respondents indicating satisfaction with the overall services / programmes/ No. of respondents completing the survey / questionnaire in a year x 100%.

	€ per bed per night 2024
Level 1	€36.93
Level 2	€73.88
Level 3	€203.16

4.2 The payment done by the Ministry to the service provider shall not exceed the amount of €3,297,329.70 (three million, two hundred and ninety-seven thousand, three hundred and twenty-nine Euro and seventy-euro cents) for the duration of this agreement. Such sum takes into consideration the estimated Cost of Living Adjustments for the duration of this agreement. The actual amount to be paid will be calculated taking into account the appropriate level as provided by the Agency as per clause 2.1 for the actual number of days as per the submitted invoices and the actual COLA for the respective year.

- For the period July to December (2024) the payment due shall not exceed €495,476.55
- For the second year (2025) the payment due shall not exceed €1,060,321.35
- For the third year (2026) the payment due shall not exceed €1,134,551.40
- For the period January to June (2027) the payment due shall not exceed €606,980.4

The above shall be due unless there is a change in the Level of support provided to service users under a PSP agreement or an increase in the maximum capacity (beds) which may cause an increase in the stipulated amount. Both circumstances shall be addressed through an addendum to the PSP agreement provided a consensus is reached amongst all parties involved.

4.3 The Ministry shall annually, by the end of each financial year, ensures that payments made to Fondazzjoni Wens - Dar il-Wens shall not be higher than the costs incurred less Fondazzjoni Wens - Dar il-Wens's other own revenues, which the organisation apportions to the service being given through this public social partnership, and any excess amount will be deducted from the next following tranche.

4.4 In those instances where not all beds are occupied, the Ministry/Agency shall pay a retention rate equivalent to a Level 1 rate (as indicated in clause 4.1) per night for each such unoccupied bed, provided that such bed is retained vacant for the exclusive use of the Ministry/Agency.

4.5 In case a bed is vacated due to a service user availing of a respite service outside the current accommodation the retention rate shall be applied from the first day that the bed is vacated. Once the service user returns to the residential service, the applicable rate according to level of support shall apply.

- 4.6 The Service provider is also to inform the Agency in cases where a bed is temporarily vacated due to temporary absence which includes, but is not limited to hospitalisation, overseas travelling, and residing with relatives/social contacts. A retention bed rate as per clause 4.4 will be applied when the bed is temporally vacated for over ten (10) days which retention bed rate shall be applicable following the ten (10) days. In cases of hospitalisation, a hospital discharge letter would need to be provided as evidence of duration of stay.
- 4.7 In the event that a bed is vacated due to permanent absence which includes, but is not limited to, death or permanent hospitalisation, the retention bed rate shall be applicable from the day that the Service Provider issues a formal notification to the Agency in accordance to clause 2.7.
- 4.8 Periods during which the bed is vacant due to refusal by the Service Provider and/or in those instances where the Service Provider is carrying out routine or emergency maintenance works, will not be paid for.
- 4.9 The payment in clause 4.1 covers all the costs related to the services stipulated in this Agreement.
- 4.10 A change in the level of support of the Service User, as provided in clause 2.4 of this Agreement, shall be affected from the date of the Ministry's approval.
- 4.11 The Ministry undertakes to pay the Service Provider for all services rendered as per terms and conditions of this Agreement following verification by the Agency.
- 4.12 Requests for payment are to be submitted through the Invoice template (Appendix C) by the Service Provider on a quarterly basis as per Payment Procedure (Appendix D). These are to be submitted via e-mail to the following e-mail address ngo-invoices.support@gov.mt.
- 4.13 The Service Provider is to hold a separate accounting system or an adequate accounting cost centre for all transactions related to the operation of this Agreement.

5. WITHHOLDING OF FUNDS

- 5.1 The Ministry together with the Agency shall ensure that the funds granted in clause 4.1 above are utilised for the specific purpose indicated in this Agreement and are in conformity with the projections as outlined in Appendix E.
- 5.2 The Ministry shall withhold payments if it appears that the Service Provider fails to satisfy its contractual undertakings and obligations. In such circumstances, the Ministry

shall reserve the right to ascertain that the services contracted for are fully provided for by third Parties (if need be) at the expense of the Service Provider.

- 5.3 The Ministry shall reserve the right to withhold payments if the Service Provider fails to submit the documentation listed in Appendix F to this Agreement by not later than two (2) weeks from the date of request, unless the Service Provider provides the Ministry with just and reasonable grounds for such failure, within ten (10) working days from the date of notification by the Ministry.

5.3.1 For the avoidance of doubt, for the purposes of the preceding paragraph, the Ministry shall determine and ascertain whether the grounds provided by the Service Provider are just and reasonable.

6. REFERRAL AND ASSESMENT OF SERVICE USERS

- 6.1 The Agency shall be the competent body to assess and certify, in each case, the level of support required by Service Users. The assessment as to the eligibility of any prospective Service User shall be made in accordance with the parameters set out in Appendix A hereof. The prospective Service User and his family shall be consulted at Assessment stage. Clause 22.2 shall apply should any dispute arise.
- 6.2 The compilation of waiting lists and eligibility criteria for the purpose of this Agreement shall be the sole responsibility of the Agency. No VO may compile a waiting list for this purpose. The Compilation of such list by a VO will be considered as a breach of this Agreement which will result in the automatic termination of the Agreement.

7. SERVICE MONITORING

- 7.1 The Service Provider shall facilitate access at all times for the Ministry and/or the Agency to carry out periodical and *ad hoc* announced and/or unannounced visits.
- 7.2 The Service Provider shall make available all the documentation specified in Appendix F together with any other statements, reports and documents that may be required at any point in time by the Ministry and/or the Agency.
- 7.3 The Ministry and/or the Agency reserve the right to carry out service and/or financial audits in respect of the Agreement. For this purpose, the Ministry and/or Agency may delegate any person or entity to audit the operations governed by this Agreement. On its part, the Service Provider shall make available to the Ministry and/or Agency or their delegated person/entity, any information and/or documentation required in the course of such audits.

- 7.3.1 The Service Provider shall be given reasonable time up to a maximum of thirty (30) working days to remedy any deficiency reported. If deficiencies persist, the Ministry may decide to take the necessary appropriate action including the reduction of the financial contribution as follows:
- Delay between 31 - 50 days a reduction in financial contribution of 5%
 - Delay between 51 – 70 days a reduction in financial contribution of 20%
 - A delay beyond 71 days, suspension of the Agreement.
- 7.3.2 In exceptional circumstances the Ministry may concede a longer period, depending on the nature of the case, for instance in the case of issues regarding due diligence and/or legal aspects. In such exceptional circumstances, the Service Provider is to provide a written justification for an extension of why such deficiencies cannot be resolved within the stipulated timeframe within ten (10) working days from the date of notification by the Ministry;
- 7.3.3 Clause 7.3.1 will be applicable if the Service Provider has been guilty of making false declarations or has been found to have seriously failed to meet its contractual obligations.

8. PREMISES, EQUIPMENT AND STAFF

- 8.1 The Service Provider shall ensure that the premises and equipment used for the execution of this Agreement are safe, fit for the purpose for which they are used, properly maintained and covered by the necessary permits and insurance policies in respect of, but not necessarily limited to, premises, equipment, staff, Service Users and any other third parties.
- 8.2 The Service Provider shall ensure that staff is of good conduct and have the necessary permits, competences, skills training and qualifications commensurate to the tasks assigned to them and have been properly vetted by the Service Provider. Criminal record checks must be carried out on all staff by the Service Provider. All staff should undertake training as stipulated in the National Standards for Disability Services including but not limited to Mental Health First Aid, First Aid, UNCRPD, disability equality training, active support and food handling.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 Each party warrants and represents that, as at the date of this Agreement:
- 9.1.1 the respective signatory has the full capacity and authority to enter into this undertaking;

- 9.1.2 it has the necessary resources to meet the legal obligations as well as the terms and conditions of this undertaking;

The Service Provider warrants that it is in possession of all permits and licenses required to perform its obligations under this Agreement, and that in the performance of its obligations in terms of this Agreement, it shall at all times comply with the Maltese Law.

10. INDEMNITIES

- 10.1 The Service Provider agrees to indemnify, defend and hold harmless the Ministry and the Agency and their officers and personnel from any and all claims, actions, losses, personal injury, death of any Service User, damages, liabilities, costs and expenses, including legal fees and any other expenses, arising as a result of the negligence or wilful misconduct of the Service Provider or any of his staff, or the failure by the Service Provider to comply with any of the terms of this Agreement, or with any of the standards as laid down by competent authorities and/or relevant legislation, or arising out of failure to comply with the provisions of any law, regulation, or decision of any competent court, tribunal or authority (hereinafter referred to as “Claims”).
- 10.2 Upon receiving notice of any claim falling within the provisions of this clause, the Ministry and/or Agency shall notify the Service Provider promptly of such claim, and grant the Service Provider full opportunity to control the response thereto and the defence thereof.
- 10.3 The Ministry and the Agency shall not be liable to the Service Provider in respect of any indirect or consequential loss, including loss of anticipated income/profits, goodwill or reputation, howsoever caused.
- 10.4 The Service Provider agrees to keep in force throughout the term of the Agreement, a public liability insurance policy, for an amount of not less than five hundred thousand Euros (€500,000) per occurrence, from a reputable insurance company. The said insurance policy shall cover liability of death or injury occurring to Service Users whilst resident at the Accommodation as a consequence of the negligence of the Service Provider or its staff or of their failure to comply with the terms of the Agreement.
- 10.5 The Service Provider shall forward a copy of valid insurance policies to the Ministry within not later than fifteen (15) working days from payment of respective premium.

11. RECORDS AND RETURNS

- 11.1 The Service Provider shall keep all records that may be required by the Ministry and the Agency. Such documents may include any information that directly or indirectly relates to the execution of this Agreement or any part thereof, for the purposes of the sound administration of this Agreement. The said records shall be made available to the Ministry and/or the Agency who may also request a copy of any relevant documentation. The Ministry reserves the right to request bank statements in relation to the relevant bank account.
- 11.2 The Service Provider shall submit to the Ministry a signed true copy of its audited financial accounts, compiled under the International Financial Reporting Standards (IFRS) for the previous year as regards the accommodation and services provided prior to the renewal of the Agreement.

12. COMPLIANCE TO DATA PROTECTION ACT

- 12.1 All parties are hereby agreeing that all said records, including personal information for the purpose of this Agreement, are to be retained in accordance with the parties' respective retention policy and this only for the specific purposes of this Agreement and in full compliance with the Laws of Malta.
- 12.2 Personal data collected or created in relation to the application for funding, verification of outputs and auditing of financial transactions are subject to the provisions of Chapter 586 of Laws of Malta.
- 12.3 During the effective period of this Agreement all service related data is to be kept under the direct supervision of the Service Provider's Data Controller in compliance with the Laws of Malta.
- 12.4 Each party shall ensure that in performing its obligations in terms of this Agreement it complies fully with the provisions of the Laws of Malta. In this regard, a Data Sharing Agreement is to be signed between the parties and it will be attached as Appendix G.

13. DURATION AND RENEWAL

- 13.1 The Agreement shall be effective for a period of three (3) years commencing on 1st July 2024 and expiring on 30th June 2027 and may be renewed thereafter, by mutual agreement for further periods.
- 13.2 The Ministry shall inform the Service Provider of its intention to renew the Agreement six (6) months prior to its expiry date. On his part, the Service Provider shall inform the

Ministry of its disposition to renew this Agreement or otherwise by not later than eight (8) months prior to the expiry of this Agreement. The renewal of this Agreement, shall only take place if both parties consent to it in writing.

14. CHANGES TO THE AGREEMENT

14.1 Any addition, variation or amendment to any of the clauses, articles and/or the standards of the services to be provided by the Service Provider, including the appendices, shall only be made with the written consent of both parties. Any agreement reached and signed by all parties on such changes shall constitute an addendum to this Agreement.

15. TERMINATION

15.1 This Agreement may be terminated by notice in writing, in the event that:

15.1.1 The Service Provider is dissolved or becomes insolvent or is otherwise unable to pay its debts or is struck off from the Register of the Office of the Commissioner for Voluntary Organisations;

15.1.2 Any party is in material breach of this Agreement and fails to remedy such breach within thirty (30) working days from when requested in writing to do so.

15.2 In exceptional circumstances, the Ministry may concede a longer period, depending on the nature of the case, for instance in the case of issues regarding due diligence and/or legal aspects.

15.3 The Ministry may, without fault or liability and at any time, terminate this Agreement forthwith at no costs additional to those due in respect of rendered services.

15.4 Termination or expiry of this Agreement for any reason shall be without prejudice to the accrued rights and liabilities of the parties on the date of such termination or expiry, and to any other rights either party may be entitled to according to law.

15.5 In the event of termination of this Agreement for any reason, the Service Provider shall provide the Ministry and the Agency with such reasonable assistance as may be required by the Ministry and the Agency to ensure that any services provided in terms of this Agreement are smoothly transitioned to the Ministry and the Agency, or a third party appointed by the Ministry and the Agency, in such a manner as to ensure minimal impact on the Service Users. The period of transition shall in any case be not less than six (6) months.

15.6 Without prejudice to clause 15.3, termination of this Agreement shall come into force within fifteen (15) working days from date of notification of termination in writing by either party.

16. CONFIDENTIALITY

16.1 Confidentiality shall apply without being subject to any time-limit and shall survive the termination of this Agreement.

16.2 This clause shall not prevent the disclosure of any confidential information which is required to be disclosed pursuant to the order of any Court or official authority, or pursuant to a question raised in Parliament or by a Parliamentary Committee.

17. ASSIGNMENT AND SUBCONTRACTING

17.1 Neither this Agreement nor any interest of any of the parties may be assigned, pledged, transferred or hypothecated without the prior written consent of the other party.

17.2 The Service Provider must seek the prior written authorisation of the Ministry before entering into a sub-contract. This authorisation will be based on the services to be subcontracted and the identity of the intended subcontractor (competence, experience and track record). The Ministry shall, within thirty (30) days of receipt of such notification, inform the Service Provider in writing of its decision, stating its reasons in those instances where such authorisation is withheld.

17.3 No sub-contract can create contractual relations between any subcontractor and the Ministry and/or the Agency.

17.4 The Service Provider shall remain responsible for the acts, defaults and negligence of its subcontractors and their experts, agents or staff, as if they were the acts, defaults or negligence of the Service Provider, its experts, agents or staff. The approval by the Ministry of the sub-contracting of any part of the contract or of the engagement by the Service Provider of subcontractors to perform any part of the services shall not relieve the Service Provider of any obligations under the Agreement.

17.5 The Ministry shall not be bound to the subcontractors and the legal relationship shall be solely with the Service Provider.

17.6 Any change of subcontractor without the prior written consent of the Ministry shall be considered to be a breach of Agreement.

18. GENERAL CONDITIONS

- 18.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement shall constitute a waiver by that party of that or any other right, power or remedy.
- 18.2 If any part of this Agreement is held to be a violation of any applicable law, statute or regulation, it shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if that part had not originally been contained in this Agreement, and the parties shall negotiate in good faith to try to agree the terms of a mutually acceptable and satisfactory alternative provision.
- 18.3 The Service Provider is responsible for competently addressing any and all allegations of abuse towards the Service User. Allegations of abuse need to be adequately reported to the appropriate parties and/or authorities depending on the severity of the situation. In such cases, the Service Provider is to forward incident reports to the Agency within 24 hours. The Ministry reserves the right of requesting the police conduct of staff working with the Service Provider.
- 18.4 The Service Provider shall report incidents, other than those accounted to in clause 18.3, and shall provide an incident report to the Agency on a weekly basis or with immediate effect depending on the severity of the situation.
- 18.5 The Service Provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Agreement must be notified in writing to the Ministry without delay.
- 18.6 The Ministry reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Service Provider shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to clause 15.3, the Service Provider shall replace, immediately and without compensation from the Ministry or the Agency any member of its staff exposed to such a situation.
- 18.7 The Service Provider shall refrain from any contact which would compromise its independence or that of its staff.
- 18.8 If the Service Provider fails to maintain such independence, the Ministry may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.

- 18.9 Public employees may be recruited as experts as long as it is ascertained through a self-declaration; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 497 of the Laws of Malta (First Schedule Code of Ethics Article 5).
- 18.10 The Service Provider shall not make any publicity regarding the services funded in this Agreement without the Ministry's prior written consent.
- 18.11 The Service Provider shall take the necessary steps to ensure that the financial contribution of the Government is given appropriate and accurate publicity.
- 18.12 All parties shall undertake to implement the Agreement in accordance with the principles of sound financial management, good governance and transparency.
- 18.13 Once duly executed this Agreement will constitute legal, valid and binding obligation.

19. FORCE MAJEURE

- 19.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by a force majeure event, subject to the affected party:
- 19.1.1 promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance;
 - 19.1.2 doing its best to limit the effect of that delay or non-performance on the other party;
 - 19.1.3 unless the Service Provider cannot be reasonably notified due to justifiable circumstances.
- 19.2 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Ministry and/or Agency in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Service Provider shall not put into effect such alternative means unless directed to do so by the Ministry and/or Agency.
- 19.3 Such delay or failure shall not constitute a breach of this Agreement, and that time for performance shall be extended by a period equivalent to that during which performance

is so prevented, without prejudice to the Ministry's right to terminate this Agreement forthwith as provided for under sub-clause 15.3.

20. NOTICES

20.1 Any notice to be given by all parties to this Agreement shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the addressee at the address set opposite its name below:

MINISTRY:

Attn: The Permanent
Secretary

Ministry for Inclusion and
the Voluntary Sector
89, Palazzo Francesco,
Triq Sir Ugo Mifsud
Lija

AGENCY:

Attn: Chief Executive Officer

Aġenzija SAPPOR
Head Office
Fr Gwann Azzopardi Street,
Santa Venera, SVR 1614

SERVICE PROVIDER:

Attn: Director

Fondazzjoni Wens
The Strand
Kalkara, KKR 1501

20.2 Any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after posting. In proving the services of any notice it will be sufficient to prove, in the case of a letter, that the letter was properly stamped, addressed and placed in the post, or delivered or left at the proper address if delivered personally.

21. GOOD FAITH

21.1 Each of the parties agrees to perform in good faith its obligations assumed in terms of this Agreement.

22. DISPUTE RESOLUTION

22.1 If at any time the Ministry and/or Agency dispute all or any of the charges set forth in a request for payment:

22.1.1 the Service Provider shall, within ten (10) working days from the receipt of the Invoice, be provided with a written explanation regarding the disputed claim;

22.1.2 in exceptional circumstances, the Ministry may concede a longer period, depending on the nature of the case, such as but not limited to issues regarding due diligence and/or legal aspects;

- 22.1.3 the Service Provider may submit any reactions in writing to such an explanation within a period not exceeding ten (10) working days from the date of receipt of explanation;
- 22.1.4 if the parties are unable to resolve the dispute within thirty (30) working days from date of the contested invoice as set out above, either party may escalate the matter for resolution in accordance with the provisions of this Agreement as set out in clause 22.3;
- 22.1.5 in any case, payment for undisputed claims shall be duly settled.
- 22.2 In the event of any dispute, other than a financial dispute, arising between the parties, the parties shall seek to resolve the dispute amicably. In the event that no amicable solution can be found to the dispute within thirty (30) working days of formal notification of such dispute, either party shall be entitled to refer the matter to arbitration as provided in this clause. In the case of dispute/s relating to request for payment, the procedure shall be that set out in clause 22.1.
- 22.3 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that could not be resolved amicably as set out in clause 22.1 above, shall be settled by arbitration in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Arbitration Rules of the Malta Arbitration Centre as in force as at time of dispute.

Signatories

Ms Nancy Caruana
Permanent Secretary
Ministry for Inclusion
and the Voluntary Sector
ID No: 232064M

Mr Sam Baron
President
Fondazzjoni Wens
ID No: 816854M

Mr Oliver Scicluna
Chief Executive Officer
Aġenzija SAPPORIT
ID No: 334886M

LIST OF APPENDICES

- Appendix A: Levels of Support Description
- Appendix B: Service Quality Criteria
- Appendix C: Invoice
- Appendix D: Payment Procedure
- Appendix E: Financial Projection
- Appendix F: Checklist for Residential Homes for Persons with Disability
- Appendix G: Data Sharing Agreement

APPENDIX A: LEVELS OF SUPPORT DESCRIPTION

Level 1³

MINIMUM SUPPORT means that although Service User is able to perform most tasks independently, yet one may still need some form of minimal support. In such cases, the Service User:

- has either an intellectual or physical, or other disability, or a combination of disabilities and requires minimal supervision and monitoring to ensure that s/he is attending well to all needs;
- needs assistance in developing, maintaining and enhancing life-skills;
- requires support in exceptional circumstances.

Level 2

MODERATE SUPPORT means that the Service User is able to perform a task but requires prompting and encouragement to complete a task. In such cases, the Service User:

- has either an intellectual or physical or other disability, or a combination of disabilities and requires moderate support with personal, medical, social and domestic needs;
- requires supervision and guidance in situations that may expose self and/or others to risk and danger;
- receives monitoring and support in instances where one manifests challenging behaviour.

Level 3

SUBSTANTIAL SUPPORT means that the Service User is restricted when it comes to performing a task and requires substantial assistance and supervision. In such cases, the Service User:

- has either an intellectual or physical or other disability, or a combination of disabilities and requires substantial assistance to attend to personal, medical, behavioural, social and domestic needs;
- needs guidance to recognise dangerous situations and to avert risks and danger;
- requires supervision and assistance in situations that may expose self and/or others to risk and danger;

³ As a guideline the level 1 ratio shall be of a minimum 1:3, Level 2 minimum 1:2 and Level 3 minimum 1:1

- has to be monitored and supported in instances of challenging behaviour that can endanger self and/or others, and/or disrupt the environment, and/or damage property;
- needs substantial support and monitoring with assistive equipment.

Definitions

***Needs** are necessities which include but are not limited to activities of daily living such as eating and drinking, bathing, toileting, taking medication, health and safety needs, social, sexual, behavioural and cognitive needs.*

***Minimal support** refers to verbal prompting such as encouragement or verbal/visual reminders and supervision in certain exceptional activities.*

***Moderate support** refers to verbal prompting together with gestural and physical prompting. Might need physical assistance in certain activities of daily living.*

***Substantial support** refers to verbal, gestural and physical prompting together with physical assistance in most activities of daily living. Constant supervision.*

APPENDIX B: SERVICE QUALITY CRITERIA

Whilst recognising and respecting the independence of those Service Users who can cater for themselves, the Service Provider is to ensure that Service Users are given high quality service in a dignified and respectful manner. Service provision shall reflect principles of individualised, holistic and active support, supported decision making, co-production, right to self-advocacy and autonomy of service users.

1. Meals

Service Provider shall:

- a. serve three meals a day - breakfast, lunch, and dinner;
- b. ensure that the main meal (lunch or dinner) includes a choice of two options;
- c. serve hot drinks, water, and a snack, in between meals;
- d. cater for food choices according to culture, faith and dietary preferences;
- e. at all times address the dietary needs of Service Users (including, but not limited to, diabetic, low fat, and soft); and
- f. submit a two-week cyclic balanced menu.

2. Premises, health and safety

Service Provider shall:

- a. keep premises, both internal and external, regularly maintained, secure, and safe to meet the particular requirements of the Service Users without exposing them to undue risks;
- b. regularly maintain equipment, electrical appliances, and other amenities within the residence;
- c. identify areas of potential risk through a risk assessment and adhere to any requirements emanating thereof;
- d. provide all furniture, furnishings, bedding and utensils;
- e. ensure that furnishings reflect age appropriate living environments, particularly in the lounge and living areas; and
- f. make available a suitable private space within the residence for family/friendly interactions.

3. Hygiene

Service Provider shall:

- a. ensure that Service Users wash or are assisted to wash at least once a day, or more, in exceptional cases such as, but not limited to, incontinency;
- b. maintain an effective cleaning schedule to minimise odours and to ensure high standards of health and hygiene;
- c. make available supplies of nappies, toothpaste, shaving equipment, sanitary supplies, and other toiletries unless the Service Users opt to choose their own;

- d. frequently change bed linen, at least once every week, unless linen is fouled or has unpleasant smells for any reason;
- e. provide regular laundry services, including washing clothes, towels and household linen, drying, necessary ironing, storage, and simple mending; and
- f. ensure that beds are made at least once a day.

4. Rooms

Service Provider shall:

- a. see that in every room each Service User has an adequate space including a bed according to his specific needs, a bedside table, and a wardrobe with a secure drawer and complies with the relevant standards as appropriate;
- b. ensure that room setups are in line with the National Standards for Residential Services for Persons with Disability and CRPD;
- c. make sure that bedrooms and common areas are well ventilated, with good natural lighting and a comfortable room temperature; and
- d. make lavatory facilities available at all times.

5. Activities

Service Provider shall:

- a. provide the Service User with access to a range of appropriate and meaningful activities that ensure the overall social, physical, and psychological well-being of the Service User;
- b. ensure that activities inside the home occur on a daily basis and outings being more on an individual or small group basis aimed at active citizenship, leisure and particular interests of the service users;
- c. ensure that Service Users are appropriately supervised and assisted at all times; and
- d. encourage service-users to participate in social activities whilst respecting their right to decline participation.

6. Others

Service Provider shall:

- a. ensure that Appendix B is communicated to Service Users' preferred means of communication in order to ascertain that they are informed of their entitlements;
- b. ensure that the clients are supported to consider the options available and/or take decisions with regard to their own personal, legal, and financial needs;
- c. provide access to a private telephone and/or other means of communication; and
- d. make possible communication opportunities according to different disabilities such as hearing impairment.

APPENDIX C: INVOICE

Date of request

Name of NGO

Name of Home

VO Number (if applicable)

Invoice No:

**Request for payment for Quarter No..... of Year..... covering months
..... to**

In accordance to the Agreement signed between the Ministry for Inclusion and the Voluntary Sector, Aġenzija Sapport and Fondazzjoni Wens, we are requesting the payment of **€ Amount** for the provision of residential services for persons with a disability as per attached Service User's list.

Regards,

Administrator's Signature

Administrator's name and title

Certified Correct

f/Aġenzija Sapport

Officer's Name and Stamp

Date

Name and Surname of Service User	ID No.	Level	Rate of Support Level (€)	No. of Days	No. of Days of Absenteeism	Retention rate (€)	Total Cost per bed (€)

Insert any additional comments/explanations here:

Insert space for unoccupied beds at retention rate:

APPENDIX D: PAYMENT PROCEDURE

Payment Procedure Year	Tranche	Covering period:	Invoice to be received by:	Amount
Year 1 (2024-2025)	1	Jul-Sep	3 rd week October	Payment according to actual services given during the previous tranche <i>with the agreed rate for 2024 as per Clause 4.2</i>
	2	Oct-Dec	3 rd week January	Payment according to actual services given during the previous tranche.
	3	Jan-Mar	3 rd week April	Payment according to actual services given during the previous tranche <i>with the agreed rate for 2025 as per Clause 4.2</i>
	4	Apr-Jun	3 rd week July	Payment according to actual services given during the previous tranche
Year 2 (2025-2026)	1	Jul-Sep	3 rd week October	Payment according to actual services given during the previous tranche
	2	Oct-Dec	3 rd week January	Payment according to actual services given during the previous tranche
	3	Jan-Mar	3 rd week April	Payment according to actual services given during the previous tranche <i>with the agreed rate for 2026 as per Clause 4.2</i>
	4	Apr-Jun	3 rd week July	Payment according to actual services given during the previous tranche
Year 3 (2026-2027)	1	Jul-Sep	3 rd week October	Payment according to actual services given during the previous tranche
	2	Oct-Dec	3 rd week January	Payment according to actual services given during the previous tranche
	3	Jan-Mar	3 rd week April	Payment according to actual services given during the previous tranche <i>with the agreed rate for 2027 as per Clause 4.2</i>
	4	Apr-Jun	3 rd week July	Payment according to actual services given during the previous tranche

APPENDIX E: FINANCIAL PROJECTION

Budgetted Financial Activity - 2024

Ledger Account - Dar il-Wens

Level

1

2

3

Residents

24

6

9

9

Residents Contribution - Pensions	207,299	49,274	74,322	83,703
Revenue from Support Services	1,080,107	80,104	240,378	759,625
Donation in cash	500	125	188	188
	1,287,906	129,503	314,888	843,516
Wages and Salaries including allowances	402,207	100,552	150,828	150,828
Subcontracted Labour & Comm Workers	240,000	60,000	90,000	90,000
Food and Drink	60,000	15,000	22,500	22,500
Clothing Expenses	6,600	1,650	2,475	2,475
Sanitary Cleaning and Independent Costs	20,100	5,025	7,538	7,538
Gas Water & Electricity	18,000	4,500	6,750	6,750
Medical expenses	21,000	5,250	7,875	7,875
Refurbishing	300,000	75,000	112,500	112,500
Repairs & Maintenance	36,000	9,000	13,500	13,500
Motor Vehicle Expenses	10,440	2,610	3,915	3,915
Fuel Expenses	5,100	1,275	1,912	1,912
Directors/Officers/Premises Insurance	15,000	3,750	5,625	5,625
Motor & Other Insurances	4,800	1,200	1,800	1,800
Stationery & Office Expenses	3,900	975	1,462	1,462
Communications	3,600	900	1,350	1,350
Membership & subscriptions	11,400	2,850	4,275	4,275
Expats Related expenses	3,000	750	1,125	1,125
Legal & Professional Fees	7,200	1,800	2,700	2,700
Auditors Remuneration	2,400	600	900	900
Bank Charges & Interest	3,300	825	1,238	1,238
Medical Equipment	4,800	1,200	1,800	1,800
Office Equipment	8,700	2,175	3,262	3,262
Kitchens Small Equipment	600	150	225	225
Transportation - hire of vehicles	3,150	788	1,181	1,181
Training	3,600	900	1,350	1,350
Consumables and craft material	1,500	375	563	563
Bed Linen	1,800	450	675	675
Events for Residents	19,980	4,995	7,493	7,493
Staff Welfare - mental health awareness	1,500	375	563	563
Staff Welfare - events	2,820	705	1,058	1,058
Staff Health Policy	3,180	795	1,193	1,193
Licences (REVO)	13,500	3,375	5,063	5,063
Replacement White Goods	2,400	600	900	900
Uniforms	6,600	1,650	2,475	2,475
	1,248,179	312,045	468,067	468,067

Yearly Profit

39,728

-

182,541

-

153,179

375,449

Resultant Rate

Total Expenditure less Total Income
from Own Resources other than
Government Grant divided by number of
beds and divided by 365 days

€

118.76

€

119.93

€

119.80

€

116.95

Budgetted Financial Activity - 2025

Ledger Account	Level	Wens	Abilita	Merhba
Residents	1	6	1	3
Residents	2	9	2	8
Residents	3	9	1	5
Total		24	4	16
Residents Contribution - Pensions	399,000	217,665	32,010	149,325
Revenue from Support Services	2,002,000	1,134,000	158,500	709,500
Donation in cash	1,000	530	120	350
	2,402,000	1,352,195	190,630	859,175

		Wens	Abilita	Merhba
Wages and Salaries including allowances	1,038,744	482,648	80,442	475,655
Subcontracted Labour & Comm Workers	556,000	288,000	48,000	220,000
Food and Drink	121,000	65,999	11,000	44,000
Clothing Expenses	13,400	7,260	1,300	4,840
Sanitary Cleaning and Independent Costs	40,550	22,110	3,700	14,740
Gas Water & Electricity	36,300	19,800	3,300	13,200
Medical expenses	42,350	23,100	3,850	15,400
Refurbishing	0	-	-	-
Repairs & Maintenance	72,600	39,600	6,601	26,400
Motor Vehicle Expenses	21,055	11,485	1,914	7,656
Fuel Expenses	10,285	5,610	935	3,740
Directors/Officers/Premises Insurance	30,250	16,500	2,750	11,000
Motor & Other Insurances	9,680	5,280	880	3,520
Stationery & Office Expenses	7,865	4,289	715	2,860
Communications	7,260	3,960	659	2,640
Membership & subscriptions	22,990	12,540	2,090	8,360
Expats Related expenses	6,050	3,300	551	2,200
Legal & Professional Fees	14,520	7,919	1,320	5,280
Auditors Remuneration	4,840	2,640	440	1,760
Bank Charges & Interest	6,655	3,630	605	2,420
Medical Equipment	9,680	5,280	880	3,520
Office Equipment	17,545	9,570	1,595	6,380
Kitchens Small Equipment	1,210	659	110	440
Transportation - hire of vehicles	6,350	3,465	575	2,310
Training	7,260	3,960	659	2,640
Consumables and craft material	3,025	1,650	275	1,100
Bed Linen	3,630	1,980	330	1,320
Events for Residents	40,290	21,978	3,660	14,652
Staff Welfare - mental health awareness	3,025	1,650	275	1,100
Staff Welfare - events	5,680	3,102	510	2,068
Staff Health Policy	6,410	3,498	580	2,332
Licences (REVO)	27,225	14,850	2,474	9,900
Replacement White Goods	4,841	2,640	440	1,760
Uniforms	13,310	7,260	1,210	4,840
	2,211,876	1,107,217	184,626	920,033

Yearly Profit	190,124	244,978	6,004	-60,858
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Resultant Rate

Total Expenditure less Total Income from Own Resources other than Government Grant divided by number of beds and divided by 365 days	112.82	101.49	104.45	131.91
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Budgetted Financial Activity - 2026

Ledger Account	Level	Wens	Abilita	Merhba
Residents	1	6	1	3
Residents	2	9	2	8
Residents	3	9	1	5
Total		24	4	16
Residents Contribution - Pensions	418,950	228,548	33,610	156,791
Revenue from Support Services	2,102,100	1,190,700	166,425	744,975
Donation in cash	1,000	530	120	350
	2,522,050	1,419,778	200,155	902,116

		Wens	Abilita	Merhba
Wages and Salaries including allowances	1,111,456	516,433	86,072	508,950
Subcontracted Labour & Comm Workers	594,921	308,160	51,361	235,400
Food and Drink	133,100	72,599	12,100	48,400
Clothing Expenses	14,740	7,986	1,430	5,324
Sanitary Cleaning and Independent Costs	44,605	24,321	4,070	16,214
Gas Water & Electricity	39,930	21,780	3,630	14,520
Medical expenses	46,585	25,410	4,235	16,940
Refurbishing	0	-	-	-
Repairs & Maintenance	79,860	43,560	7,261	29,040
Motor Vehicle Expenses	23,160	12,634	2,106	8,421
Fuel Expenses	11,314	6,171	1,029	4,114
Directors/Officers/Premises Insurance	33,275	18,150	3,025	12,100
Motor & Other Insurances	10,648	5,808	968	3,872
Stationery & Office Expenses	8,652	4,718	787	3,146
Communications	7,986	4,356	725	2,904
Membership & subscriptions	25,289	13,794	2,299	9,196
Expats Related expenses	6,655	3,630	606	2,420
Legal & Professional Fees	15,972	8,711	1,452	5,808
Auditors Remuneration	5,324	2,904	484	1,936
Bank Charges & Interest	7,321	3,993	666	2,662
Medical Equipment	10,648	5,808	968	3,872
Office Equipment	19,300	10,527	1,754	7,018
Kitchens Small Equipment	1,331	725	121	484
Transportation - hire of vehicles	6,985	3,812	633	2,541
Training	7,986	4,356	725	2,904
Consumables and craft material	3,328	1,815	302	1,210
Bed Linen	3,993	2,178	363	1,452
Events for Residents	44,319	24,176	4,026	16,117
Staff Welfare - mental health awareness	3,328	1,815	302	1,210
Staff Welfare - events	6,248	3,413	561	2,275
Staff Health Policy	7,051	3,848	638	2,565
Licences (REVO)	29,948	16,335	2,722	10,890
Replacement White Goods	5,325	2,904	484	1,936
Uniforms	14,641	7,986	1,331	5,324
	2,385,221	1,194,819	199,235	991,167

Yearly Profit	136,829	224,959	920	-89,051
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Resultant Rate				
Total Expenditure less Total Income from Own Resources other than Government Grant divided by number of beds and divided by 365 days	122.37	110.24	113.36	142.81

Budgetted Financial Activity - 2027

Ledger Account	Level	Wens	Abilita	Merhba
Residents	1	6	1	3
Residents	2	9	2	8
Residents	3	9	1	5
Total		24	4	16
Residents Contribution - Pensions	439,897	239,976	35,291	164,631
Revenue from Support Services	2,207,205	1,250,235	174,746	782,224
Donation in cash	1,000	530	120	350
	2,648,102	1,490,741	210,157	947,205

		Wens	Abilita	Merhba
Wages and Salaries including allowances	1,189,258	552,584	92,098	544,577
Subcontracted Labour & Comm Workers	636,565	329,731	54,956	251,878
Food and Drink	142,417	77,681	12,947	51,789
Clothing Expenses	15,772	8,545	1,530	5,697
Sanitary Cleaning and Independent Costs	47,728	26,023	4,355	17,349
Gas Water & Electricity	42,725	23,305	3,884	15,536
Medical expenses	49,846	27,189	4,532	18,125
Refurbishing	0	-	-	-
Repairs & Maintenance	85,450	46,609	7,769	31,073
Motor Vehicle Expenses	24,782	13,518	2,253	9,011
Fuel Expenses	12,105	6,602	1,101	4,402
Directors/Officers/Premises Insurance	35,604	19,420	3,237	12,947
Motor & Other Insurances	11,393	6,215	1,035	4,143
Stationery & Office Expenses	9,257	5,049	842	3,367
Communications	8,545	4,661	776	3,108
Membership & subscriptions	27,059	14,760	2,460	9,840
Expats Related expenses	7,121	3,884	648	2,589
Legal & Professional Fees	17,090	9,321	1,554	6,215
Auditors Remuneration	5,697	3,107	518	2,072
Bank Charges & Interest	7,833	4,273	712	2,848
Medical Equipment	11,393	6,215	1,035	4,143
Office Equipment	20,650	11,264	1,877	7,510
Kitchens Small Equipment	1,424	776	130	518
Transportation - hire of vehicles	7,474	4,078	677	2,719
Training	8,545	4,661	776	3,108
Consumables and craft material	3,560	1,943	323	1,295
Bed Linen	4,273	2,330	389	1,554
Events for Residents	47,422	25,869	4,308	17,245
Staff Welfare - mental health awareness	3,560	1,943	323	1,295
Staff Welfare - events	6,686	3,652	600	2,434
Staff Health Policy	7,544	4,117	683	2,744
Licences (REVO)	32,044	17,479	2,912	11,653
Replacement White Goods	5,697	3,108	518	2,072
Uniforms	15,666	8,545	1,424	5,697
	2,552,187	1,278,456	213,181	1,060,549

Yearly Profit	95,916	212,284	-3,024	-113,344
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Resultant Rate				
Total Expenditure less Total Income from Own Resources other than Government Grant divided by number of beds and divided by 365 days	131.46	118.49	121.76	153.35

The Ministry shall annually, by the end of each financial year, ensures that payments made to Fondazzjoni Wens - Dar il-Wens shall not be higher than the costs incurred less Fondazzjoni Wens - Dar il-Wens's other own revenues, which the organisation apportions to the service being given through this public social partnership, and any excess amount will be deducted from the next following tranche.

APPENDIX F: CHECKLIST FOR RESIDENTIAL HOMES FOR PERSONS WITH A DISABILITY

<u>Upon signing of Agreement:</u>	
VO Compliance Certificate	Copy of the compliance issued by the Office of the Commissioner for Voluntary Organisations (OCVO) and renewed accordingly.
License	Copy of the license issued by the Social Care Standards Authority and renewed accordingly.
Insurance Policies	Copy of Insurance Policies in respect of, but not necessarily limited to, premises, equipment, staff, Service Users and any other third parties (which indemnify the Ministry and the Agency in respect of any liability arising out of the negligence or wilful misconduct of the Service Provider or non-observance of any of the standards stipulated).
Details of Members of Human Resources	<p>List of the members of staff carrying out any duties under this Agreement including Top Management and members on the Board of Directors (kindly include an organigram):</p> <ul style="list-style-type: none"> • Names and Surnames • ID numbers • Position occupied • Level of training, qualifications and experience • Kindly indicate whether position held is remunerated (Yes/No) or is done on a voluntary basis • Contract of Employment as may be requested by the Ministry
Financial	A signed true copy of its audited financial accounts of each year as regards the accommodation and services provided of the previous financial year.
Bank Account	A copy of the Bank Account details withholding sole purpose for the deposit of the payments and all transactions related to this Agreement.

<u>Throughout the Execution of the Agreement:</u>	
License	Copy of the license issued by the Social Care Standards Authority and renewed accordingly.
VO Compliance Certificate	Copy of the compliance certificate or confirmation of compliance issued by the Office of the Commissioner for Voluntary Organisations (OCVO) and renewed accordingly.
Insurance Policies	A copy of the renewed valid insurance policy within not later than fifteen (15) working days from payment of respective premium.
Bank Account	An original copy of the Bank Statements of the previous year.
Payment	<ul style="list-style-type: none"> • Invoice Template including the attendance or absent record verified from Agenzija SAPPORT representatives. • Names and Identity Card Numbers of all Service Users whom are presently occupying the beds in the residence covered by this Agreement. <p>An updated list of all employees including top management and Board of Directors and FS3 and FS7s, were applicable, of all employees employed with the Service Provider of the previous year including acknowledgement from the Inland Revenue Department (IRD) that submission has been made and also a confirmation that there are no outstanding payment balances.</p>
End of year Financial Statement	A copy of the Income and Expenditure Statement indicating total Revenue and Expenditure for the previous year duly signed and certified correct by an audit firm.
Meal Planner	Submit a two-week cyclic balanced menu complete with nutritional analysis.
Activities	Submit a quarterly plan including activities

*This checklist sets out the documents necessary at the time it was drawn up. Any additional documents may be requested as required by the Ministry or the designated Agency.

APPENDIX G: DATA SHARING AGREEMENT

DATA SHARING AGREEMENT

BETWEEN

THE MINISTRY FOR

INCLUSION AND THE VOLUNTARY SECTOR

AĠENZIJA SAPPORT

AND

FONDAZZJONI WENS

(VO 0068)

-

DAR IL-WENS

An Agreement entered into on the 1st day of July of the year 2024.

By the present there appear, of the one part:

Ms Nancy Caruana, holder of Identity Card Number 232064M who appears hereon for and on behalf of the Ministry for Inclusion and the Voluntary Sector (hereinafter referred to as the Ministry), in her capacity as Permanent Secretary of the same Ministry; and

Mr. Oliver Scicluna, holder of Identity Card Number 334886M who appears hereon for and on behalf of the Aġenzija SAPPOR (hereinafter referred to as the Agency) hereby appointed to represent it, as the Data Controller;

On the other part

Mr Sam Baron, holder of Identity Card Number 816854M who appears for and on behalf of Fondazzjoni Wens (hereinafter referred to as the Service Provider) in his capacity as President of the same Service Provider.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the terms set forth hereunder shall have the meaning ascribed to them hereunder:

1.1.1 “Agreement” means the Data Sharing Agreement;

1.1.2 “Aġenzija SAPPOR” referred to as the “Agency” means the public entity appointed by the Ministry to assess and refer persons with disability to use the services being provided by the Service Provider by virtue of this Agreement and to monitor and endorse the provision of such services;

1.1.3 “Parties” means the Ministry, the Agency and the Service Provider;

1.2 In this Agreement, unless otherwise specified or the context otherwise requires:

1.2.1 words importing the singular only include the plural and vice versa;

1.2.2 words importing the whole shall be treated as including a reference to any part thereof;

1.2.3 words importing a gender shall include the other gender;

- 1.2.4 reference to any provision of law is a reference to that provision as modified or re-enacted from time to time;
- 1.2.5 reference to any statutory provision includes a reference to any subsidiary legislation made under that provision from time to time;
- 1.2.6 reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, renewed or replaced from time to time as permitted by the provisions of this Agreement.
- 1.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.
- 1.4 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression will be construed as illustrative and will not limit the sense of the words preceding or following that term.

2. PROVISIONS

- 2.1 The subject matter of the Agreement and the thereto related processing activities result from the PSP contract entered into on the 1st July, 2024.
- 2.2 This Agreement details the specific purpose, including legislative powers and duties, for sharing appropriate information, the operational procedures required, what data is to be shared, the consent processes involved and the process for review.
- 2.3 The degree of confidence that each party has in respect of their ability to fulfil the commitments outlined in the Protocol is of the highest degree since special categories of personal data pertaining to clients and employees are to be handled by all parties.
- 2.4 This Agreement is binding on all parties and each party will work towards meeting the commitments made. It is a working document and therefore the contents can be reviewed and altered at any time to reflect the changing circumstances. Such changes would be subject to the agreement of all parties.

3. POLICY STATEMENTS AND PURPOSE

- 3.1 The purpose of this agreement is to enable information, including personal data, to be shared between the named organisations in support of the following objective(s):
- 3.1.1 Ensure that any information relating to an Individual, an Individual's family or any other person given in confidence to or from a provider in connection with the individual or placement is kept confidential and that such information is not disclosed to any person without the consent of the individual concerned or a person officially acting on their behalf and all data relating to this individual is retained securely by the responsible authority.
 - 3.1.2 Ensure that the Ministry, the Agency and the Service Provider have sufficient information, including health information, to check eligibility for assistance with charges and to keep the Individual and other people in the service safe.
 - 3.1.3 Ensure that the data shared between all three parties is readily available and correct for Auditing and Financial purposes and remuneration of services as regards the PSP Agreement.
- 3.2 The Parties as joint controllers of the personal data of clients for purposes of this Agreement, shall respect the right to the protection of personal data and such right shall be balanced against the obligations the Parties have under the law or any other legally binding instrument in accordance with the principal of proportionality.

4. LEGAL BASIS FOR SHARING OF PERSONAL DATA

- 4.1 The legal basis that underpins this relationship and the duties and powers to facilitate the lawful sharing of appropriate information between the Parties are summarized as follows:
- General Data Protection Regulation and Data Protection Act Chapter 586 of the Laws of Malta
 - Chapter 413 The Equal Opportunities Act (Persons with Disability)
 - Subsidiary Legislation 413.02 Planning and Development of Service Provision Needs Regulations
 - Chapter 496 Freedom of Information Act
 - Chapter 582 Social Care Standards Authority Act
 - Chapter 595, Article 35 of the Public Administration Act – Principles of Accountability
 - Chapter 595, Article 35 of the Public Administration Act – Supervision of government entities by Permanent Secretary
 - Chapter 31, Medical and Kindred Professions Ordinance
 - Article 26 of the GDPR (Regulation 2016/679/EU) – Joint Controllers

- Other Acts or other subsidiary legislation may come into course during this agreement and such legislation should be added as an annex to this agreement.

5. INFORMATION SHARING PROCESS AND PROCEDURES

5.1 This Agreement has been formulated to facilitate the exchange of information required to ensure the balance, between an individual's Human Rights and the need to disclose information, to ensure the information shared between agencies is proportionate to the purpose. Anyone in doubt should consult the Agency's Data Protection Officer in regard to clients and the Ministry's Data Protection Officers in regard to Employee related Data before proceeding.

5.2 The Parties as joint controllers shall share personal data in order to comply with their obligations under law and this Agreement. The sharing of personal data between the Parties shall be limited to that which is necessary.

5.3 Information Use, Review, Retention and Deletion

5.3.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement or be released to any third party unless provided for in law.

5.3.2 In line with each Party's own retention policy, the information should not be kept any longer than is necessary. Information relating to payment of subsidies should be retained for no longer than three years following the end of the service or contract.

5.4 Data Subject Rights

5.4.1 The Parties shall appoint a common Data Protection Officer to provide the information referred to Article 13 and 14 of the GDPR to the data subject through their respective Data Protection Officer.

5.4.2 If a request is received from a data subject to access records this will be dealt with by the relevant Party in accordance with their respective procedures. This also applies for data subject rights as indicated in Article 16 through to 20 of the GDPR, which include right to rectification, erasure, and restriction of processing (where applicable)

5.4.3 If shared data is involved, then the originating Party should be informed of any such invocation of rights and there should be consultation on their being acceded to as applicable.

5.5 Data Loss Event and Personal Data Breaches

- 5.5.1 In the event of any Data Loss Event or Personal Data Breach(es) and/or if any Personal Data is lost, accessed or divulged to unauthorized persons, is destroyed or becomes damaged, corrupted, unusable in the course of providing the processing activities in accordance with this Agreement. There must be liaison between the three parties' Data Protection Officers straightaway so that a risk assessment can be undertaken, and decisions made about the best approach in terms of containment of the breach and any requirements to report the breach to the Office of the Information and Data Protection Commissioner.

6. ROLES AND RESPONSIBILITIES

6.1 Roles and Responsibilities Under this Agreement

- 6.1.1 Parties to this agreement are advised to appoint Specific Points of Contact (SPOC)
- 6.1.2 The people who will have access to information provided under this Agreement are:

MIV: Directorate for Disability Issues
Aġenzija SAPPOR: NGO Unit
Fondazzjoni Wens: Dar il-Wens

7. SIGNATORIES RESPONSIBILITIES

- 7.1 By signing this Agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this Agreement.
- 7.2 Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in this Agreement.

8. DATASETS

- 8.1 The below datasets are to be marked as required and have been agreed to by all Parties. These will regulate what Data can be shared between all Parties:

		Please Tick as Required	
		Anonymous	Personal
Service User Data	Forename		
	Family Name		
	Address		
	Date of Birth		
	Gender		
	Telephone numbers		
	E-mail addresses		
	ID Number		
	Date of death		
	Placement history		
Working with	Organization identifier		
	Organization name		
	Organization Type		
	Key worker name		
	Admission date		
	Date of discharge		
	Reason for leaving		
Health activity	Intervention date		
	Intervention types e.g.: GP appointment		
	Details of interventions		
Assessment Profile	Assessment type completed		
	Assessment date		
Level of need/status	Level of need		
	Level of need date		
	Caseload status		
	Intended destination		
Special Category data	Ethnicity		
	Physical or mental health		
	Sexual life/orientation		
Professionally sensitive data	Crime/justice issues		
	Travelling information		
	Housing crisis		

Employee Data	Forename		
	Family Name		
	Employee Data		
	FS3		
	FS7		

Signatories

Ms Nancy Caruana
 Permanent Secretary
 Ministry for Inclusion
 and the Voluntary Sector
 ID No: 232064M

Mr Sam Baron
 President
 Fondazzjoni Wens
 ID No: 816854M

Mr Oliver Scicluna
 Chief Executive Officer
 Aġenzija SAPPORT
 ID No: 334886M