

Atlantic Region File

11/23-27-1-192-1

Agreement number : AT-2000/2001-007-IN-A03

**INTEGRATED COMMUNITY-BASED HEALTH SERVICES
CONTRIBUTION AGREEMENT**

PHASE II

**THIS AMENDING INTEGRATED COMMUNITY-BASED HEALTH SERVICES
CONTRIBUTION AGREEMENT**
made in duplicate

BETWEEN: HER MAJESTY THE QUEEN, in Right of Canada (hereinafter referred to as "Her Majesty"), as represented by the Minister of Health (hereinafter referred to as the "Minister")

AND: THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR, DEPARTMENT OF HEALTH AND COMMUNITY SERVICES (hereinafter referred to as the "Recipient").

Agreement number : AT-2000/2001-007-IN-A03

**THIS AMENDING INTEGRATED COMMUNITY-BASED HEALTH SERVICES
CONTRIBUTION AGREEMENT**
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BETWEEN: HER MAJESTY THE QUEEN, in Right of
Canada (hereinafter referred to as
"Her Majesty"), as represented by the Minister of
Health (hereinafter referred to as the "Minister")

AND: THE GOVERNMENT OF NEWFOUNDLAND
AND LABRADOR, DEPARTMENT OF HEALTH
AND COMMUNITY SERVICES (hereinafter
referred to as the "Recipient").

WHEREAS Her Majesty and the Recipient wish to amend their Integrated
Community-Based Health Services Contribution Agreement, dated **November 16, 2000**,
amended **June 28, 2001** and **April 9, 2002** (the "Agreement"), in order to add a one-time
funding increase in the maximum amount of **THREE MILLION AND FIFTY TWO
THOUSAND FIVE HUNDRED AND NINETY-SEVEN DOLLARS (\$3,052,597.00)** for the
fiscal year 2001/2002.

THEREFORE, the Minister and the Recipient agree as follows :

1. The Agreement is amended by deleting section 1 and substituting the following:

"DURATION"

1. This Agreement shall commence on **November 16, 2000** (the "effective
date") and terminate on **October 31, 2002** (the "expiry date").
2. The Agreement is further amended by deleting section 3, and substituting the
following:

CONTRIBUTION

- "3. (1) Subject to section 17, the Minister agrees to make a contribution to
the Recipient of an amount not to exceed **SEVEN MILLION SEVEN
HUNDRED AND ELEVEN THOUSAND AND NINETY-FOUR
DOLLARS (\$7,711,094.00)** ("the Contribution") to carry out the
activities of this Agreement, as per Appendix "A-2" entitled

"Objectives of the Programs".

- (2) The Contribution shall be paid as follows:
- (a) (i) an initial lump sum payment in the amount of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)**, equal to the estimated cash flow requirements of the Recipient, as set out in Appendix "B-2" entitled "Programs and Associated Resources"; and
 - (ii) payable within twenty (20) days after the effective date of this Agreement or the signing of this Agreement, whichever is later;
 - (b) (i) a subsequent lump sum payment in the amount of **THREE MILLION NINE HUNDRED AND EIGHT THOUSAND FOUR HUNDRED AND NINETY-SEVEN DOLLARS (\$3,908,497.00)** equal to the estimated cash flow requirements of the Recipient, as set out in Appendix "B-2" entitled "Programs and Associated Resources"; and
 - (ii) payable within twenty (20) days after the effective date of the amendment to this Agreement or the signing of the amendment to this Agreement, whichever is later.

Fiscal year 2001/2002

- (c) (i) a subsequent final lump sum payment in the maximum amount of **THREE MILLION AND FIFTY TWO THOUSAND FIVE HUNDRED AND NINETY-SEVEN DOLLARS (\$3,052,597.00)** equal to the estimated cash flow requirements of the Recipient, as set out in Appendix "B-2" entitled "Programs and Associated Resources", or such lesser amount as is required to reimburse the Recipient for actual expenditures made in accordance with this Agreement;
- (ii) payable within the fiscal year 2002/2003; and

- (iii) which shall serve as the full and final performance and fulfillment of the Minister's financial obligations towards the Recipient under this Agreement as amended.
- (3) The Recipient shall ensure that all costs invoiced and financial reports submitted are net of any input Tax Credits or other forms of rebate of Goods and Services Tax (GST) to which the Recipient may be entitled.

Expense Recovery for Pre-Agreement Activities

- (4) (a) The Recipient confirms that it has carried out activities consistent with the objectives and activities of this Agreement prior to the commencement of the Agreement, between November 16, 2000 and April 30, 2002.
- (b) The Minister agrees to reimburse the Recipient for expenses incurred by the Recipient to undertake the activities described in paragraph 3.(5)(a), in the same manner and to the same extent that those expenditures would have otherwise qualified for payment under the terms and conditions of this Agreement if this Agreement had applied at the time of expenditure. Funds have been included in this Agreement for this purpose.
- (c) In order to receive reimbursement under this section, the Recipient will provide all reports normally required for reimbursement for activities undertaken under this Agreement and Schedule, and also permit application of all of the accounting, audit, default, and remedy provisions of this Agreement to its pre-Agreement activities and expenditures."
3. The Agreement is further amended by deleting subsection 4, and substituting the following :

FINANCIAL AND ACCOUNTING PROVISIONS

- "4. The Recipient shall,
- (1) where applicable, submit to the Minister actual expenditures for the budget item set out in the Appendix "B-2" entitled "Programs and Associated Resources" and summarized in Appendix "A-2" entitled

"Objectives of the Programs";

- (2) where applicable, submit to the Minister thirty (30) days after the expiry date of this Agreement the final report of actual expenditures for the budget item set out in the Appendix "B" entitled "Program and Associated Resources" and summarized in Appendix "A-2" entitled "Objectives of the Program". The Minister shall not be obligated to pay any claims or other costs submitted after the final financial report.
- (3) be responsible for any expenditures which it makes in excess of the funding provided hereunder; and
- (4) not retain any surpluses."

4. The Agreement is further amended by deleting subsections 26.(3) and 26.(4), and substituting the following :

"DOCUMENTS CONSTITUTING THE AGREEMENT

26. (3) the document attached hereto, marked Appendix "A-2" and entitled "Objectives of the Programs"; and
 - (4) the document attached hereto, marked Appendix "B-2" and entitled "Programs and Associated Resources".
5. The Agreement is further amended by deleting hereto, Appendix "A-1", substituting therefore the attached Appendix "A-2".
 6. The Agreement is further amended by deleting hereto, Appendix "B-1", substituting therefore the attached Appendix "B-2".
 7. All other terms and conditions shall remain the same.

THIS AMENDING INTEGRATED COMMUNITY-BASED HEALTH SERVICES CONTRIBUTION AGREEMENT has been executed on behalf of the Recipient and on behalf of Her Majesty by their duly authorized officers.

FOR THE RECIPIENT

| | | |
|---------|---|------|
| Witness | Deputy Minister Department of Health and Community Services Government of Newfoundland and Labrador | Date |
| | (Print name) | |

| | | |
|---------|--|------|
| Witness | Deputy Minister Intergovernmental Affairs Secretariat Government of Newfoundland and Labrador | Date |
| | (Print name) | |

FOR HER MAJESTY

| | | |
|---------|---|------|
| Witness | Al Garman Regional Director Atlantic Region First Nations and Inuit Health Branch Health Canada | Date |
|---------|---|------|

APPENDIX "A-2"

OBJECTIVES OF THE PROGRAMS

1. **Building Healthy Communities: Solvent Abuse (Services, Treatment)**(1) **Objective:**

To deliver and support specialized treatment and recovery programs for children/youth with chronic solvent abuse problems in a manner sensitive and respectful of the unique cultural heritage of the communities of Davis Inlet and Sheshatshiu, Labrador.

(2) **Activities:**

Provide detoxification and medical/psychosocial assessment related to solvent abuses of children and youth of Sheshatshiu and Davis Inlet in agreed upon residential settings.

(3) **Reporting Requirements:**

By **March 31, 2001** a report detailing:

- (1) demographic profile;
- (2) overview of treatment provided; and
- (3) program outcomes.

For the fiscal year 20012002, by **July 31, 2002** a final report detailing:

- (4) demographic profile;
- (5) overview of treatment provided; and
- (6) program outcomes.

2. **National Native Alcohol and Drug Abuse Programs (NNADAP)**(1) **Objective:**

To deliver a program for children and youth with substance abuse problems in a manner sensitive and respectful of the unique cultural heritage of the communities of Davis Inlet and Sheshatshiu, Labrador.

(2) **Activities:**

Provide alcohol and drug abuse support and treatment services related to the needs of children and youth of Sheshatshiu and Davis Inlet in agreed upon residential settings.

(3) **Reporting Requirements:**

By **March 31, 2001** a report detailing:

- (1) demographic profile;
- (2) overview of treatment provided; and
- (3) program outcomes.

For the fiscal year 2001/2002, by **July 31, 2002** a final report detailing:

- (4) demographic profile;
- (5) overview of treatment provided; and
- (6) program outcomes.

3. **De-commissioning of the Grace Hospital**

- (1) The Minister has provided funding to the Recipient in order to:
 - (1) cover additional costs incurred by the Recipient in the fiscal year 2001/2002, for the de-commissioning of the Grace Hospital, St. John's, Newfoundland.

APPENDIX "B-2"

PROGRAMS AND ASSOCIATED RESOURCES

| 1. PROGRAM ENTITIES | DETAILS | RESOURCES |
|--|-------------------------------------|---------------------------------|
| Fiscal Year 2000-2001 | | |
| Building Healthy Communities | Solvent Abuse (Services, Treatment) | \$2,908,497.00 ¹ |
| National Native Alcohol and Drug Abuse Program | | <u>1,750,000.00¹</u> |
| Subtotal : | | <u>\$4,658,497.00</u> |
| Fiscal Year 2001-2002 | | |
| Building Healthy Communities | Solvent Abuse (Services, Treatment) | \$1,526,297.00 ² |
| National Native Alcohol and Drug Abuse Program | | <u>1,526,299.00²</u> |
| Subtotal: | | <u>\$3,052,597.00</u> |
| TOTAL CONTRIBUTION: | | <u>\$7,711,094.00</u> |

¹ One-time lump sum funding increase, a total amount of \$3,908,497.00 (Amendment #01).

² One-time lump sum funding increase, a total amount of \$3,052,597.00 for the fiscal year 2001/2002 (this Amendment #03)

| 2. ESTIMATED CASH FLOW | |
|------------------------------|------------------------------|
| Fiscal Year 2001/2002 | |
| February, 2001 | \$750,000.00 |
| March, 2001 | <u>3,908,497.00</u> |
| Subtotal | <u>\$4,658,497.00</u> |
| March, 2002 | <u>3,052,597.00</u> |
| Subtotal | <u>\$3,052,597.00</u> |
| TOTAL CONTRIBUTION : | <u>\$7,711,094.00</u> |

HEALTH CANADA
2003-2004 Initial Budget Allocation
First Nations and Inuit Health Branch

As of March 20, 2003

| Description | TBF | FTE's | Salaries | Other Operating | Operating Budget | Separately Contracted Operating | Major Capital | Revenue Credited to the Vote | VOTE 1 Total | Subj. Personnel | Subj. Employee Plans | Grants | Cont. | VOTE 5 Transfer Payments | GRAND TOTAL |
|--|--------|-------|------------|-----------------|------------------|---------------------------------|---------------|------------------------------|--------------|-----------------|----------------------|--------|-------------|--------------------------|---------------|
| | | | | | | | | | | | | | | | |
| Approved Reference Levels | | | | | | | | | | | | | | | |
| 2003/04 Approved Reference Levels | | | | | | | | | | | | | | | |
| Treasury Board Submissions | | | | | | | | | | | | | | | |
| 1) Environmental Assessment Act | 829445 | 1,473 | 92,817,000 | 142,852,000 | 235,688,000 | 451,015,000 | 0 | -5,450,000 | 861,234,000 | 0 | 18,564,000 | 0 | 708,403,000 | 708,403,000 | 1,408,201,000 |
| 2) World Summit on Sustainable Development | 830214 | | | | | | | | | | | | | | 0 |
| 3) Assisted Human Reproduction | 830338 | | | | | | | | | | | | | | 0 |
| 4) Smallpox Vaccine | 830340 | | | | | | | | | | | | | | 0 |
| 5) Pesticides | 830080 | | | | | | | | | | | | | | 0 |
| Sub-Total TB Submissions | | | | | | | | | | | | | | | |
| Other Adjustments | | | | | | | | | | | | | | | |
| 1) Office of the Chief Scientist (RAC levies 2001/02) | | | | | | | | | | | | | | | 0 |
| 2) CHA Monitoring (RAC levies 2001/02) | | | | | | | | | | | | | | | 0 |
| 3) CHOTA (RAC levies 2001/02) | | | | | | | | | | | | | | | 0 |
| 4) IARC (RAC levies 2001/02) | | | | | | | | | | | | | | | -1,818,000 |
| 5) Membership fees (B39K + B78K) (outstanding levy from previous years and RAC levies 2001/02) | | | | | | | | | | | | | | | -1,212,000 |
| 6) CIDA reimbursement | | | | | | | | | | | | | | | -394,000 |
| 7) Collective Agreement | | | | | | | | | | | | | | | -394,000 |
| 8) Y2K Loan Repayment | | | | | | | | | | | | | | | -1,817,000 |
| 9) Safety Emergency and Security Management | | | | | | | | | | | | | | | 0 |
| 10) 02/03 Reallocation Exercise | | | | | | | | | | | | | | | 66,402 |
| 11) HC Assignment Program | | | | | | | | | | | | | | | 0 |
| 12) IM/IT A-Base Shortfall | | | | | | | | | | | | | | | -2,446,500 |
| 13) Diversity | | | | | | | | | | | | | | | 0 |
| 14) Memorial University | | | | | | | | | | | | | | | 0 |
| 15) Sustainable Development | | | | | | | | | | | | | | | 0 |
| 16) Alberta Police and Communication Requirements | | | | | | | | | | | | | | | 0 |
| 17) DMQ Breeding Unit | | | | | | | | | | | | | | | 0 |
| 18) Minister's Office (Alberta responsibility) | | | | | | | | | | | | | | | 0 |
| 19) Regional Innovations Fund | | | | | | | | | | | | | | | 0 |
| 20) Dik's Reserve shortfall | | | | | | | | | | | | | | | 0 |
| 21) Loan to PPHB to address 2002-03 financial pressures | | | | | | | | | | | | | | | 0 |
| 22) World Summit on Sustainable Development (frozen) | | | | | | | | | | | | | | | -733,805 |
| 23) Canadian Biotechnology Strategy Fund (frozen) | | | | | | | | | | | | | | | 0 |
| 24) Smallpox Vaccine (frozen) | | | | | | | | | | | | | | | 0 |
| 25) Environmental Assessment Act (frozen) | | | | | | | | | | | | | | | 0 |
| Sub-Total Other Adjustments | | | | | | | | | | | | | | | -7,748,803 |
| 2003-2004 Initial Budget Allocation | | | | | | | | | | | | | | | |
| | | 1,473 | 92,813,402 | 134,038,695 | 226,930,997 | 451,015,000 | 0 | -5,450,000 | 872,485,097 | 0 | 18,577,280 | 0 | 708,403,000 | 708,403,000 | 1,399,465,374 |

Note: These amounts exclude Budget 2003 initiatives and potential reallocation decisions