

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

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

AND: **Government of Newfoundland and Labrador, Department of Health and Community Services** ("the Recipient").

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Agreement number : AT-2000/2001-008-IN

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

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

AND: Government of Newfoundland and Labrador,
Department of Health and Community Services,
hereinafter referred to as "the Recipient."

PREAMBLE

WHEREAS the Recipient wishes to deliver on behalf of the Minister the health programs for Davis Inlet and Sheshatshiu communities.

WHEREAS Her Majesty recognizes that the Newfoundland and Labrador Department of Health and Community Services will incur financial obligations in carrying-out the objectives as set out in Appendix "A" of this Agreement;

WHEREAS the Recipient has incurred and continues to incur costs in association with delivering a solvent abuse program (the program) on behalf of the Minister to the communities of Davis Inlet and Sheshatshiu to achieve objectives set out in Appendix "A" of this Agreement;

WHEREAS the Recipient wishes to utilize funding for the program to plan, coordinate, and conduct activities in order to meet the objectives described in this Agreement;

AND WHEREAS the Minister wishes to assist in the funding of the program and activities.

THEREFORE, the Minister and the Recipient agree as follows :

DELIVERY OF HEALTH SERVICES

1. The delivery of health services by the Recipient shall be guided by the objectives of the program outlined in Appendix "A" entitled "Objectives of the Program".

DURATION

2. This Agreement shall commence on **March 1, 2001** ("the effective date") and terminate on **March 31, 2001** ("the expiry date").

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CONTRIBUTION

3. (1) Subject to section 17, the Minister agrees to make a contribution to the Recipient of an amount not to exceed **THREE MILLION NINE HUNDRED EIGHT THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS (\$3,908,497.00)** ("the Contribution") to carry out the activities of this Agreement as per Appendix "A" entitled "Objectives of the Program".
- (2) The Contribution shall be paid as follows :
 - (i) a lump sum payment in the amount of **THREE MILLION NINE HUNDRED EIGHT THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS (\$3,908,497.00)**, equal to the estimated cash flow requirements of the Recipient, as set out in Appendix "B" entitled "Program and Associated Resources".
 - (ii) payable within twenty (20) days after the effective date of this Agreement or the signing of this Agreement, whichever is later.
- (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.
- (4) Notwithstanding subsection 3(1), the Minister may consider making additional contributions to the Recipient where such additional amounts are deemed necessary by the parties in order to allow the Recipient to carry out the activities of this Agreement. Any additional contribution shall be made by way of an amendment to this Agreement or by way of a separate agreement.

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" entitled "Program and Associated Resources" and summarized in Appendix "A" entitled "Objectives of the Program"; and
 - (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" entitled "Objectives of the Program". The Minister shall not be obligated to pay any claims or other costs submitted after the final financial report.

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AUDIT

5. (1) The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient relating to the program and services funded under this Agreement in order to ensure compliance with the terms and conditions of this Agreement. The scope, coverage and timing of such audit shall be as determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s).
- (2) The Recipient shall provide all accounts, records and supporting documentation to the Minister's representative when conducting an audit or an inspection and shall provide all necessary assistance for such audits and inspections.
6. The Recipient shall, with respect to this Agreement:
 - (1) account for and record all financial transactions in accordance with the terms of this Agreement and with generally accepted accounting principles;
 - (2) keep and maintain all accounts, records, and supporting documentation until an audit has been completed or the Recipient has been notified in writing by the Minister that such accounts, records and supporting documentation may be disposed of;
 - (3) ensure that all accounts, records and supporting documentation are available for audit; and
 - (4) reimburse any unallowed expenditures as determined by the audit.

CONFIDENTIALITY

7. (1) The Recipient shall ensure that any information of a confidential nature, relating to the affairs of the Minister or Her Majesty, to which the Recipient or its officers, servants or agents become privy, shall be treated as confidential, and that the policies of the Recipient with respect to the handling of confidential information are consistent with the provisions of applicable provincial laws, and the provincial *Privacy Act*.
- (2) The Minister shall ensure that any information of a confidential nature, relating to the affairs of the Recipient to which the Minister or his officers, servants or agents become privy, shall be treated as confidential in accordance with the provisions of the *Privacy Act* and the *Access to Information Act*.

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8. (1) The Recipient shall ensure that all information of a personal medical nature to which the Recipient or its officers, servants or agents become privy, shall be treated as confidential consistent with the provincial *Privacy Act*.
- (2) The Minister shall ensure that all information of a personal medical nature to which the Minister or his officers, servants, or agents become privy, shall be treated as confidential in accordance with the provisions of the *Privacy Act* and the *Access to Information Act*.

LIABILITY AND INDEMNIFICATION

9. (1) The Recipient and its employees, its officers, elected and appointed servants, agents, representatives, or subcontractors, shall be liable for its negligent acts or omissions and will so indemnify Her Majesty and will so indemnify Her Majesty and her officers, elected and appointed, servants, agents, representatives. This indemnity will cover legal costs if Her Majesty has to defend or settle a claim on the Recipient's behalf.
- (2) Her Majesty and her officers, elected and appointed, servants, agents and representatives shall be liable for her negligent acts or omissions within the meaning of the *Crown Liability and Proceedings Act* and will so indemnify the Recipient and its employees, its officers, elected and appointed, servants, agents, representatives, or subcontractors. This indemnity will cover legal costs if the Recipient has to defend or settle a claim on Her Majesty's behalf.

TERMINATION

10. This Agreement may be terminated by either party giving thirty (30) days' notice in writing to the other party.
11. (1) The Recipient shall refund to the Receiver General for Canada :
 - (i) within thirty (30) days of the termination or expiry of this Agreement any monies paid to the Recipient and not expended prior to the termination or expiry of this Agreement; and
 - (ii) forthwith, upon written request by the Minister, any monies paid to the Recipient for which, in the opinion of the Minister, no satisfactory evidence has been furnished by the Recipient that the monies have been expended in accordance with this Agreement.

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- (2) The Minister may withhold from any amount due under this Agreement or any subsequent Contribution Agreement between the Minister and the Recipient :
- (i) any monies received by the Recipient under the terms of a previous Contribution Agreement between Her Majesty and the Recipient :
 - (a) that have not been expended by the termination or expiry of that previous Contribution Agreement and that have not been refunded to the Receiver General for Canada, or
 - (b) for which, in the opinion of the Minister, no satisfactory evidence has been provided by the Recipient that they have been expended in accordance with that Agreement.

DEFAULT/REMEDIAL ACTION

12. (1) That, for the purposes of this Agreement, the Recipient shall be deemed to be in default in the event :
- (i) the Recipient defaults in any or all of its obligations hereunder, including, without limitation, failing to meet the general or program terms and conditions or technical requirements of this Agreement; or
 - (ii) the health, safety, or welfare of the clients is being endangered.
- (2) That in the event the Recipient is in default and the funds identified to meet the objectives of this Agreement are used for other purposes, the Minister may :
- (i) withhold any funds otherwise payable under this Agreement; or
 - (ii) immediately terminate this Agreement on notice to the Recipient; or
 - (iii) take such other action as the Minister deems necessary; or
 - (iv) require the Recipient to take any other action as the Minister deems necessary;

it being understood and agreed that the Minister may exercise any one or more of the remedies set out herein as the Minister in the Minister's sole discretion determines appropriate to fully and properly cure the default of the Recipient with regard to this Agreement.

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NOTICES AND ADDRESSES

13. (1) In this Agreement, where any notice, request, direction, or other communication is required to be given or made by the Minister, or the Recipient, it shall be in writing and shall be deemed sufficiently given if sent by registered mail, or facsimile, or electronic transmission, or by delivery in person, to the other party at the following address :

If to the Minister : Regional Director
Atlantic Region
First Nations and Inuit Health Branch
1505 Barrington Street
Suite 1801, 18th Floor, Maritime Centre
Halifax, Nova Scotia B3J 3Y6

Phone: (902) 426-6201
Fax: (902) 426-8675

If to the Recipient : Assistant Deputy Minister
Department of Health and Community Services
Government of Newfoundland and Labrador
Confederation Building, West Block
Prince Philip Drive
PO Box 8700
St. John's, Newfoundland A1B 4J6

Phone: (709) 729-5864

- (2) Such notices, requests, directions or other communications shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by telegram, facsimile or delivery in person.
- (3) All payments shall be sent to the Recipient by ordinary prepaid mail at the address indicated in subsection 13 (1) or at any other such other address as long as the Minister is notified of in writing by the Recipient.

MINISTER'S REPRESENTATIVE

14. The Minister designates the Regional Director, First Nations and Inuit Health Branch, Atlantic Region, Health Canada, as his representative for the purposes of this Agreement.

SPECIAL PROVISIONS AND APPLICABLE LAWS

15. The Recipient shall not assign or subcontract this Agreement or any part of it without the prior written approval of the Minister.
16. All amendments to this Agreement are to be made in writing by mutual consent of the Minister and the Recipient.

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17. (1) In accordance with section 40 of the *Financial Administration Act (R.S.C. 1985. c. F-11)*, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment, and to the maintenance of current and forecasted program budget levels.
 - (2) Should general reductions be applied to grants and contribution budgets of any of the federal departments providing funding under this Agreement by Parliament or Treasury Board, a proportional reduction shall be applied to funding under this Agreement. The Minister shall provide notice to the Recipient as early as possible regarding these reductions.
18. No member of Parliament shall be admitted to any share or part of this Agreement or to any benefit arising from it.
19. This Agreement sets forth the entire Agreement and understanding between the Minister and the Recipient and supersedes and cancels all previous negotiations, agreements, commitments and writings in respect of the program except for any negotiations, agreements, commitments, representations or writings relating to additional funding for past or future interventions, programs or processes to address solvent abuse experienced by the communities of Davis Inlet and Sheshatshiu.
20. This Agreement shall enure to the benefit of Her Majesty and the Recipient and each of their respective heirs, executors, administrators, successors, and assigns.
21. The mere failure of either the Minister or the Recipient to give notice to the other of the breach or non-fulfilment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfilment.
22. The acceptance of a breach or non-fulfilment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfilment of the same provision nor shall it constitute acceptance of the breach or non-fulfilment of any other provision of this Agreement.
23. This Agreement shall be interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador. The Recipient shall carry out their obligations arising under this Agreement in accordance with the laws in force in the Province of Newfoundland and Labrador.

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24. This Agreement is intended to provide funding to the Recipient to assist the Recipient to carry out the project, program or activities described herein, in accordance with the terms and conditions of this Agreement. The Recipient shall at no time act for or in the name of the Minister, and nothing in this Agreement creates or is intended to create an agency, association, employer-employee, or joint venture relationship between the Recipient and Minister, and the Recipient will not so represent itself.

NON-DEROGATION

25. Nothing in this Agreement is intended to or does alter the Constitutional responsibilities of the Parties *vis a vis* the residents and children of Davis Inlet and Sheshatshiu.

DOCUMENTS CONSTITUTING THE AGREEMENT

26. This Agreement consists of:
- (1) the Preamble;
 - (2) the provisions of this Agreement;
 - (3) the document attached hereto, marked Appendix "A" and entitled "Objectives of the Program"; and
 - (4) the document attached hereto, marked Appendix "B" and entitled "Program and Associated Resources".

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THIS 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
Government of Newfoundland and
Labrador

Date

.....
(Print name)

FOR HER MAJESTY

Witness

Assistant Deputy Minister
First Nations and Inuit Health Branch
Health Canada

Date

.....
(Print name)

APPENDIX "A"

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

INTEGRATED CONTRIBUTION AGREEMENT

OBJECTIVES OF THE PROGRAMS

National Native Alcohol and Drug Abuse Program (NNADAP)**Objective: (Treatment)**

To offset and reduce abuse of alcohol and other substances among First Nations and Inuit.

To provide culturally sensitive treatment to First Nations and Inuit.

To strengthen links between treatment and programming at the community level.

Outcomes:

Decreased prevalence and incidence of alcohol and substance abuse.

Improved quality of life and of those individuals and their families seeking treatment.

Objective (Prevention)

To strengthen links between community-based program and residential treatment.

To provide support to individuals and families of individuals in post treatment.

To deliver culturally appropriate community-based addictions services.

Outcomes:

A continuum of care that responds to the diversity of need for addictions services for First Nations and Inuit.

Increased relationships with communities and family support networks.

Awareness of healthy lifestyles and change in behaviour resulting in healthier lifestyles.

Solvent Abuse**Objective:**

To provide specialized treatment and recovery programs for persons with chronic solvent abuse problems in a manner sensitive and respectful to their unique cultural heritage.

Outcomes:

Decreased prevalence and incidence of solvent abuse.

Increased quality of life of those individuals and their families seeking treatment.

Enhanced treatment availability within the continuum of care for First Nations and Inuit addicted to solvents.

APPENDIX "A"

Brighter Futures:**Objective:**

To improve the quality of, and access to, culturally sensitive wellness services to help create healthy families and community environments in which children and all community members can thrive.

Outcome:

Increase the availability of culturally sensitive wellness services to the Innu children and their families.

Increase the knowledge and skill building opportunities for the Innu children involved in this program.

Solvent abuse: treatment activities for the community, enabling early intervention activities, as well as integrated residential treatment for abusers.

BHC and BF Mental Health: support for mental health crisis intervention, training for community members in dealing with traumatic situations, and aftercare services to support individuals and families.

Objectives

- to improve the mental health and wellness of community members
- to cultivate coping mechanisms for dealing with stress, based on healthy responses
- to foster the development of healthy interpersonal skills

Activities

- provision of MH counselling
- delivery of support services for those community members who have survived traumatic experiences
- delivery of life skills training to all age groups
- training of community members in the development of a crisis response plan
- formation of a team of individuals able to carry out the crisis response plan

Outcomes

- improved crisis response plans
- more trained community members able to deal with crises
- improved family & interpersonal relationships
- more community members with healthy coping skills for dealing with stress
- reduced rates of domestic anger, abuse, and violence
- reduced rates of alcohol and substance abuse

Reporting Requirements

The Recipient shall provide to the Minister a progress report by April 30, 2001 and a final financial report by July 30, 2001.

APPENDIX "B"

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF HEALTH AND COMMUNITY SERVICES

INTEGRATED CONTRIBUTION AGREEMENT

PROGRAM AND ASSOCIATED RESOURCES

| 1. PROGRAM ENTITIES | DETAILS | RESOURCES |
|------------------------------|-------------------------------------|-----------------------------------|
| Building Healthy Communities | Solvent Abuse (Services, Treatment) | \$1,250,000.00 ¹ |
| | Mental Health | \$1,000,000.00 ¹ |
| Brighter Futures | | \$200,000.00 ¹ |
| NNADAP | | <u>\$1,458,497.00¹</u> |
| TOTAL CONTRIBUTION : | | \$3,908,497.00 |

¹ One-time lump sum funding, a total amount of \$3,908,497.

| 2. CASH FLOW | |
|-----------------------------|-----------------------|
| March, 2001 | \$3,908,497.00 |
| TOTAL CONTRIBUTION : | \$3,908,497.00 |