

Substance Use and Addictions Program

CONTRIBUTION AGREEMENT

Made in duplicate

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, and acting through Health Canada (hereinafter referred to as "Canada")

AND: The City of Kelowna, a corporation incorporated under the laws of British Columbia (hereinafter referred to as the "Recipient")

Canada and the Recipient are also referred to individually as a "Party", or collectively as the "Parties".

CONTRIBUTION AGREEMENT

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PREAMBLE:

WHEREAS Canada has established a Program called Substance Use and Addictions Program;

WHEREAS the Recipient has submitted to Canada a proposal for the funding of an Initiative called PEOPLE Peer Navigators and Capacity Building, which qualifies for support under the Program;

WHEREAS the Recipient is responsible for receiving and managing the funding provided under this Agreement, for further distributing these funds to any Third-Party for projects that qualify for funding under the Initiative and for overseeing/monitoring the progress of the projects undertaken by any Third-Party; and

WHEREAS Canada wishes to provide financial assistance to support the Initiative;

THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this Agreement,

- 1.1 “Agreement” means this contribution agreement and includes all appendices and any amendments made to this Agreement in accordance with section 26;
- 1.2 “Appropriation” means any authority of Parliament to pay money out of the Consolidated Revenue Fund;
- 1.3 “Asset” means any item that has an acquisition cost of \$1000 or greater, and may, where applicable, include any electronic device the cost of which is under \$1000 (e.g. communication device, computer equipment, audio visual equipment), acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4 “Budget” means the total forecasted expenditures for the Initiative, as well as the total amount of cash and/or in-kind contributions to be received from all sources for the Initiative, as set out in Appendix B. For the purposes of this Agreement, in-kind contributions mean non-monetary contributions which the Recipient provides or receives from others to undertake the Initiative;
- 1.5 “Eligible Expenditures” means the costs described in Appendix B to this Agreement that Canada has agreed to contribute to and that are incurred and paid by the Recipient in carrying out the Initiative;
- 1.6 “Evaluation” means the systematic collection and analysis of evidence on the outcomes of initiatives and programs used to make judgments about their relevance, performance and alternative ways to deliver them or to achieve the same results;
- 1.7 “Fiscal Year” means the twelve-month period beginning April 1 of any year and ending March 31 of the following year, and including parts thereof in the event that this Agreement commences after April 1st or expires or terminates before March 31st;
- 1.8 “Initiative” means what is described in Appendix A to this Agreement;
- 1.9 “Material” means anything that is created or developed by the Recipient with funding under this Agreement including designs, reports, photographs, drawings, plans, specifications, documents, tools, resources, computer software, surveys, databases and Web sites;
- 1.10 “Performance Measurement” means the process and systems of selection, development and ongoing use of performance measures to guide decision-making; and
- 1.11 “Program” means **Substance Use and Addictions Program**.

1.12 “Third-Party” means an individual or entity (incorporated or not) who is provided with funding by the Recipient to carry out a project under the Initiative pursuant to the terms of an agreement entered into between the Recipient and that Third-Party in accordance with section 4.14 of this Agreement.

2. PURPOSE

The purpose of this Agreement is to set out the terms and conditions pursuant to which Canada will make a contribution to the Recipient who shall use the funding provided under this Agreement solely to carry out the Initiative in a diligent and professional manner, in accordance with the terms of this Agreement and applicable laws.

3. TERM OF AGREEMENT

3.1 This Agreement will come into effect when the last Party has signed and will end on **March 31, 2023**, unless terminated earlier in accordance with the terms of this Agreement.

3.2 Eligible Expenditures that are incurred between April 1, 2020 and the signing of this Agreement, may be reimbursed as to provide sufficient time to implement the Initiative and meet the objectives within the proposed timelines.

4. FINANCIAL CONTRIBUTION AND OBLIGATIONS

4.1 Subject to the terms of this Agreement, Canada will make a contribution to the Recipient of up to **SIX HUNDRED NINETY ONE THOUSAND** dollars (\$691,000) toward Eligible Expenditures.

Canada’s contribution will be paid as follows:

In Fiscal Year 2020-2021 up to \$174,250

In Fiscal Year 2021-2022 up to \$291,750

In Fiscal Year 2022-2023 up to \$225,000

4.2 Reimbursement

Payments shall be made in the form of reimbursement to the Recipient for Eligible Expenditures upon receipt and acceptance by Canada of the Cashflow Forecast and Record of Expenditures Form (Appendix D), hereinafter called the "Cashflow", submitted by the Recipient in accordance with the Reporting Plan (Appendix C).

4.3 Cashflow Forecast and Record of Expenditures

4.3.1 The Cashflow (Appendix D) for each Fiscal Year shall be signed by the Recipient’s authorized representative(s) and contain the following information:

- a) a projection of expenditures to be incurred during the agreed upon upcoming reporting period and for the remainder of the Fiscal Year, by category of Eligible Expenditures;
- b) the actual Eligible Expenditures incurred during the last reporting period.

4.3.2 Where the Cashflow is for the final reporting period of a Fiscal Year, or is the final Cashflow submitted upon termination or expiration of the Agreement, the Cashflow shall, in addition to the information outlined above, include any expense described in the Budget (Appendix B) that the Recipient has incurred in the applicable reporting period and which once paid for by the Recipient will be an Eligible Expenditure within the meaning of this Agreement.

4.4 Proceeds or Income

In accordance with the Reporting Plan (Appendix C), the Recipient shall report to Canada all proceeds or other income derived from contribution funding under this Agreement (e.g., interest). Such proceeds or income may be applied to reduce amounts otherwise payable under this Agreement. Where Canada determines that no such reduction is possible, or that any such reduction would only cover part of the proceeds or income derived from the use of the contribution funds, the remainder of the proceeds or income shall constitute an overpayment and be repayable in accordance with section 4.8 or, with the prior written approval from Canada, may be used by the Recipient to enhance the Initiative.

4.5 Adjustment

Notwithstanding any other provisions of this Agreement, Canada may withhold or reduce any payments to be made to the Recipient pursuant to this Agreement in the event that:

- 4.5.1 any report has not been submitted by the Recipient in accordance with the requirements of Appendix C; or
- 4.5.2 any report or any audit conducted under this Agreement indicates that the Recipient's actual Eligible Expenditures for the Initiative have been lower than the amount disbursed to the Recipient up to the time of such report or audit.

4.6 Holdback

Canada shall be entitled to withhold up to 15% of the amount of funding payable in the final Fiscal Year of funding of this Agreement. This holdback will be released upon submission by the Recipient and acceptance by Canada of the following items:

- 4.6.1 the Recipient's final Cashflow;
- 4.6.2 all reports that the Recipient is required to submit pursuant to the Reporting Plan (Appendix C); and
- 4.6.3 such other documentation and information relating directly or indirectly to the Initiative that Canada may, at its sole discretion, request from the Recipient.

Canada will be entitled to make any necessary adjustments to the holdback before releasing the final amount.

4.7 Claiming Eligible Expenditures upon termination or expiration

The Recipient must submit its final claim for Eligible Expenditures within ninety (90) calendar days following the termination or expiration of this Agreement. Canada shall not be obliged to reimburse a claim submitted beyond that period.

4.8 Overpayments

Any overpayment, unspent advance, or disallowed expenditure shall be repayable to Canada, and until repaid, constitutes a debt due to Canada. Canada may deduct the said amount from any subsequent payments under this Agreement, or if no further payments remain to be made, or the said amount is determined after the termination or expiration of this Agreement, the Recipient shall, unless otherwise agreed, repay the amount within thirty (30) calendar days of written notification from Canada. The repayment shall be by cheque(s), or other agreed upon method, payable to the Receiver General for Canada and shall be sent to Canada's representative identified in section 29. Interest shall be charged on any overdue amounts in accordance with the *Interest and Administrative Charges Regulations*.

4.9 Underspending

The Recipient shall inform Canada in writing of any potential underspending for any given Fiscal Year on **MARCH 1ST** and earlier if requested.

4.10 Deduction or Set-off of debts owed to Canada

The Recipient has provided and shall continue to provide Canada with a list of all amounts owing to the federal government under legislation or agreement, which are past due and in arrears as at the time of the Recipient's application for funding, or at any time during the term of this Agreement. The Recipient acknowledges that Canada may set-off or deduct these amounts from any amounts payable to the Recipient under this Agreement.

4.11 Funding subject to Appropriation and Program funding authorities

4.11.1 Notwithstanding any other provision of this Agreement, the amount of funding to be provided to the Recipient pursuant to this Agreement is subject to there being an Appropriation of funds by the Parliament of Canada for the Fiscal Year in which any commitment would come due for payment.

4.11.2 In the event that authorities for the Program are amended or terminated, or if funding levels are reduced or cancelled by the Parliament of Canada for any Fiscal Year in which a payment is to be made under this Agreement, Canada may reduce or terminate any further payments to be made under this Agreement.

4.11.3 Where funding under this Agreement is to be reduced or terminated under section 4.11.2 Canada shall provide the Recipient with at least ninety (90) calendar days written notice of the reduction or termination and shall reimburse the Recipient for any Eligible Expenditures incurred up to the date upon which the reduction/termination is to take effect.

4.12 Other sources of funds

4.12.1 The Recipient acknowledges having disclosed to Canada, as part of its application for funding under the Program, all actual and/or anticipated sources of assistance for carrying out the Initiative, including cash and in-kind contributions from all levels of government and/or private sources. The Recipient further acknowledges that Canada's approval of the funding for this Initiative was based on the approved Budget.

4.12.2 If requested, the Recipient shall provide to Canada in each year of this Agreement a declaration signed by its authorized representative(s) confirming the total contributions (both cash and in-kind contributions) that it has received from all sources for the Initiative, as well as the total expenditures made in relation to the Initiative. Such declaration shall reflect total contributions and total expenditures for the preceding Fiscal Year and be submitted in accordance with the Reporting Plan (Appendix C).

4.12.3 Where Canada's contribution under this Agreement exceeds \$100,000, the Recipient shall provide to Canada, upon expiration or termination of the Initiative, a final declaration signed by its authorized representative(s) confirming the total contributions (both cash and in-kind contributions) that it has received from all sources for the Initiative, as well as the total expenditures made in relation to the Initiative. Such declaration shall be submitted in accordance with the Reporting Plan (Appendix C).

4.12.4 If the total amount of assistance from all sources for carrying out the Initiative (including federal, provincial/territorial and municipal governments, private sector, etc.) exceeds one hundred per cent (100%) of the total cost of carrying out the Initiative, Canada may, in its discretion and having regard to Canada's proportionate share of the total cost of the Initiative as set out in the Budget (Appendix B):

4.12.4.1 reduce Canada's contribution by such amount as Canada considers appropriate, up to the amount of the additional assistance received; or

4.12.4.2 if the full amount of Canada's contribution has already been paid, require the Recipient to repay such amount as Canada considers appropriate, up to the amount of the additional assistance received. Until repaid, the excess amount constitutes an overpayment within the meaning of section 4.8.

4.13 Budget adjustments

The Recipient may, within a given Fiscal Year's budget and upon notice to Canada, make minor adjustments to budget amounts among the approved broad budget expenditure categories. For the purposes of this section, a minor adjustment is an adjustment that does not exceed 15% of the approved amount for an expenditure category (calculated cumulatively). Where the proposed adjustment exceeds 15% of the approved budget amount for an expenditure category, the Recipient must seek Canada's prior written consent before implementing the adjustment. The adjustments under this section may not increase the total amount of Canada's contribution in any given Fiscal Year of the Agreement.

4.14 Further distribution of funding

The Recipient shall

- 4.14.1 Have in place operational procedures relating to the management of the distribution of contribution funds to any Third-Party and provide a copy of those procedures to Canada upon request;
- 4.14.2 Provide Canada with a description of the Recipient's responsibilities in ensuring that a clear, transparent, open and fair decision-making process is used in the selection of Third-Party entities and projects to be funded;
- 4.14.3 Provide Canada with a description of redress provisions to handle grievances or other matters regarding the Recipient's decision-making process;
- 4.14.4 Ensure that materials submitted to Canada pursuant to this Agreement do not infringe any Third-Party intellectual property rights and bear the appropriate copyright notice and attribution to the author(s);
- 4.14.5 Provide Canada with access to all signed agreements with Third-Parties;
- 4.14.6 Ensure that the terms of the written agreement between the Recipient and each Third-Party entity that will receive funding mirrors the basic elements of the Agreement between Canada and the Recipient, and include the following:
 - 4.14.6.1 A description of the responsibilities of the parties, financial and otherwise, including clear expectations as to the results expected through carrying out the activities of the project;
 - 4.14.6.2 The right of the Recipient to monitor and review the Third-Party projects through site visits or other means, as well as conduct inspections of financial records or an audit to confirm compliance with the agreement and the appropriate use of funds;
 - 4.14.6.3 The right of the Recipient to share with Canada copies of reviews, evaluations and audit reports of the Third-Party with respect to the funding;
 - 4.14.6.4 The right of Canada to access the documents and premises of a Third-Party for the purposes of monitoring compliance with this Agreement;
 - 4.14.6.5 The right of the Auditor General of Canada, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, to conduct an inquiry into the use of funds. The Third-Party shall cooperate with the Auditor General and his/her representatives or agents in connection with such inquiry, and shall grant access to its documents, records and premises as required by the Auditor General or his/her representatives or agents for purposes of any such inquiry. The Auditor General may, at his/her discretion, discuss any concerns raised in such inquiry with the Parties and the Third-Party. The results may be reported to Parliament in a report of the Auditor General.
 - 4.14.6.6 A requirement for the Third-Party to keep all records, information, databases, reports and all other documentation related to the project and associated expenditures and

costs, for a period of six (6) years from the expiration or termination of the agreement;

4.14.6.7 Appropriate measures for elements of non-compliance or default, including termination of the agreement and possible legal recourse;

4.14.6.8 A provision for the Recipient to make known Canada's role in the funding provided to the Third-Party;

4.14.6.9 A provision stipulating that payments are subject to there being an Appropriation of funds by the Parliament of Canada and are also subject to being amended or terminated in the event that federal program levels are amended or terminated for any Fiscal Year in which a payment is to be made under the agreement;

4.14.6.10 A requirement for the Third-Party to repay to the Recipient any funds to which the Third-Party is not entitled, including payments made in error, overpayments and costs that were not eligible for reimbursement;

4.14.6.11 A requirement for the Third-Party to ensure that any research project involving humans includes a research protocol that is consistent with the principles set out in the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* and that appropriate records are kept and a copy provided to the Recipient, if requested to do so;

4.14.6.12 A requirement for the Third-Party to comply with all applicable laws and policies pertaining to privacy and confidentiality in dealing with information and records related to the Initiative; and

4.14.6.13 A provision stipulating that the Third-Party should, where appropriate, deliver its services, programs, projects or activities in both official languages.

4.14.7 Be permitted to further distribute funding in accordance with the terms of written agreements established between the Recipient and Third-Party prior to the coming into force date of this Agreement and shall endeavour to align the terms of those existing written agreements with the requirements under section 4.14.6 at the earliest opportunity.

5. RECORDS AND AUDIT

- 5.1 Canada reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms of this Agreement. The scope, coverage and timing of such an audit shall be determined by Canada and may be carried out by employees or agents of Canada at Canada's expense.
- 5.2 The Recipient:
- 5.2.1 acknowledges that Canada may audit any or all records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Agreement as is necessary to satisfy Canada that the objectives and activities of the Initiative have been carried out and that the funds have been spent in accordance with the terms of this Agreement;
 - 5.2.2 shall keep proper and accurate Initiative-related accounts and records (including activity, progress and evaluation reports, reports on audits carried out by, or on behalf of the Recipient, all contracts, agreements, invoices receipts and vouchers relating to Eligible Expenditures and revenues, including contributions from other sources (both cash and in-kind contributions)) in accordance with this Agreement, generally accepted accounting principles and good financial management practices;
 - 5.2.3 shall make such accounts and records available for audit by Canada upon reasonable notice, and permit Canada to inspect the records and make extracts from and/or make copies of the records; and
 - 5.2.4 shall provide reasonable facilities to Canada for such audits and inspections and provide Canada with all information necessary to understand the records.

6. AUDITOR GENERAL OF CANADA

The Recipient acknowledges that the Auditor General of Canada may, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, conduct an inquiry into matters relating to this Agreement. The Recipient shall cooperate with the Auditor General and his/her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records, and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with Canada. The results may be reported to Parliament in a report of the Auditor General.

7. INFORMATION MANAGEMENT

7.1 Access to records

Upon request, the Recipient shall allow representatives of Canada to have access to its staff, premises, Initiative site and records (including files, information, databases, reports and invoices for costs for which reimbursements have been claimed) for purposes related to the monitoring of the Recipient's compliance with this Agreement.

7.2 Retention of records

Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, reports and all other documentation related to the Initiative and associated expenditures and costs, for a period of six (6) years from the expiration or termination of this Agreement.

7.3 Consent to disclosure

The Recipient consents to the disclosure by Canada, for purposes related to the administration of the Program or this Agreement or for purposes related to the Recipient's eligibility for federal funding under any other program or initiative, of any information, other than personal information, relating to the Recipient or the Initiative including, but not limited to: information about amounts advanced or paid as reimbursement of Eligible Expenditures, the criteria used for calculating payments; data showing the activities supporting such payments; and analysis, assessment, audit and evaluation reports relating to the Recipient or the Initiative.

7.4 The Recipient authorizes Canada, without any further formality, to consult such individuals or organizations, including financial institutions, accounting firms, credit bureaus and other government organizations, that it deems necessary for the purpose of obtaining any information, (including information relating to the Recipient's financial situation), useful to the administration and monitoring of this Agreement; and these contacted individuals and organizations to disclose the information requested.

7.5 Personal and confidential information

The Parties shall comply with applicable laws and policies pertaining to privacy and confidentiality in dealing with information and records related to the Initiative.

8. PERFORMANCE MEASUREMENT AND EVALUATION

The Recipient shall:

- 8.1 measure progress and performance on an ongoing basis to ensure that data is available to support the management of the Initiative. This includes: performance measurement planning; regularly collecting data on output and outcome indicators; analyzing and/or synthesizing the data; using the data to inform decision-making and to continuously improve implementation; and reporting to Canada in accordance with the Reporting Plan (Appendix C);
- 8.2 participate in any Program-level Performance Measurement and/or Evaluation activities led by or on behalf of Canada; and

- 8.3 if requested to do so, carry out an independent Evaluation of the Initiative in a form satisfactory to Canada, and provide Canada with a copy of the resulting report(s) in accordance with the Reporting Plan (Appendix C).

9. OTHER REPORTING

The Recipient shall:

- 9.1 provide Canada with a copy of its annual financial statements within thirty (30) calendar days of the completion of such statements; and
- 9.2 provide Canada with a copy of any audit report (financial or otherwise) prepared by its auditors within thirty (30) calendar days of the release of such report.

10. DEFAULT

10.1 The following constitute events of default:

- 10.1.1 the Recipient fails to take all the necessary actions to maintain itself in good standing, to preserve its legal capacity, and to inform Canada without delay of any failure to do so;
- 10.1.2 the Recipient fails to perform or comply with any term, condition or obligation contained in this Agreement;
- 10.1.3 the Recipient has made materially false or misleading representations or statements, or provided materially false or misleading information to Canada on any matter related to this Agreement, other than in good faith (the Recipient shall demonstrate good faith);
- 10.1.4 in the opinion of Canada, the Recipient fails to proceed diligently with the implementation of the Initiative so as to jeopardize the success or outcome of the Initiative;
- 10.1.5 in the opinion of Canada, there is a material adverse change in the Recipient's ability to implement the Initiative as set out in Appendix A; or
- 10.1.6 the Recipient becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved.

11. REMEDIES ON DEFAULT

- 11.1 If, in the opinion of Canada, an event of default occurs, Canada may, with prior notice to the Recipient and in addition to any other remedy provided by law or under this Agreement, exercise one or more of the following remedies:
- 11.1.1 require that the Recipient take such reasonable action as may be necessary to remedy the event of default;
- 11.1.2 alter the frequency and/or content of reporting to be provided by the Recipient under the terms of this Agreement and/or impose additional reporting requirements;
- 11.1.3 suspend or reduce the payment of any amount payable under this Agreement, regardless of whether the amount is owing prior to, or after the date of such suspension or reduction;
- 11.1.4 direct the Recipient to repay to Canada all or part of the funds paid under this Agreement, with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, from the date of demand for repayment; or
- 11.1.5 terminate this Agreement.

12. ASSETS

- 12.1 The Recipient shall report to Canada on Assets in accordance with the requirements of the Reporting Plan (Appendix C).
- 12.2 During the term of this Agreement, the Recipient shall use the Assets for the purpose of the Initiative and shall not, except with the prior written consent from Canada and in accordance with such terms and conditions as may be imposed by Canada,
- 12.2.1 purchase any Assets valued over \$10,000;
- 12.2.2 change the use of any such Assets or permit them to be used for activities that are not directly related to the Initiative;
- 12.2.3 sell, exchange, transfer or dispose of any Assets. Any sales, exchanges, transfers and disposals made with the prior written consent of Canada must be at fair market value, with all proceeds used to further support the Initiative; or
- 12.2.4 pledge, mortgage, or permit the creation of any security interest, claim or lien against the Assets.
- 12.3 Upon the expiration or termination of this Agreement, the Recipient shall provide an inventory of the Assets it has preserved and, if so directed by Canada, the Recipient shall:
- 12.3.1 sell the Assets, or any part of them, at fair market value;
- 12.3.2 transfer the Assets or any part of them to another person or organization designated or approved by Canada; or
- 12.3.3 dispose of the Assets or any part of them in such other manner as may be determined by Canada.
- 12.4 Canada may direct the Recipient to repay any proceeds realized from the sale, exchange, transfer, or disposal of Assets to offset Canada's contribution to Eligible Expenditures under this Agreement.

13. LIABILITY

- 13.1 Canada and its employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property belonging to the Recipient or anyone else, or for any obligation of the Recipient incurred or suffered by the Recipient or its agents, employees, contractors, voluntary workers or any Third-Party in carrying out the Initiative, including where the Recipient has entered into loans, capital leases or other long-term obligations in relation to this Agreement.
- 13.2 The Recipient agrees to protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Recipient in carrying out the Initiative under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.
- 13.3 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, or the Canada Revenue Agency.

14. INDEMNIFICATION

During and following the expiration of this Agreement, the Recipient shall indemnify and save harmless Canada and its employees and agents from and against all claims, losses, damages, costs, expenditures, including solicitor/client fees, administrative fees and disbursements, actions, and any other proceedings made, sustained, brought, prosecuted, threatened to be brought, or prosecuted in any manner based on, occasioned by, or attributable to any environmental effect, injury to or death of a person, or damage to

or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Recipient or its employees, servants, agents, voluntary workers or any Third-Party in carrying out the Initiative, except that Canada shall not claim indemnification under this section to the extent that the injury, loss, or damage has been caused by Canada or its employees or agents.

15. LOBBYING

- 15.1 The Recipient warrants that the Recipient and any person lobbying on its behalf to obtain funding under this Agreement, were, are, and shall continue to remain in compliance with the *Lobbying Act*.
- 15.2 The Recipient warrants that it has not and shall not, directly or indirectly, make any payment to any individual that is in whole or in part contingent upon the solicitation of funds, negotiating or signing of this Agreement.
- 15.3 The Recipient understands and acknowledges that lobbying activities, as described in subsection 5(1) of the *Lobbying Act*, are not Eligible Expenditures, and therefore, funding provided under this Agreement cannot be used to support any of the Recipient's lobbying activities.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any Material created or developed by the Recipient, Third-Party, or other entity with whom the Recipient has collaborated with in carrying out its obligations under this Agreement shall vest in and remain the property of the Recipient, Third-Party, or other entity, unless otherwise agreed to by the Parties. The Recipient shall report to Canada what Materials, if any, have been created or developed under this Agreement and provide copies of such Materials to Canada if requested to do so.
- 16.2 Canada will review the list of Materials provided by the Recipient pursuant to section 16.1 for the purpose of determining if Canada wishes to seek permission to use any such Materials.

17. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

18. OTHER INTERESTS

While this Agreement is in effect, the Recipient shall not pursue other activities or interests that are inconsistent with those funded under this Agreement.

19. CONFLICT OF INTEREST

The Recipient acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

20. ASSIGNMENT

The Recipient shall not assign this Agreement or any payment, right or obligation thereunder without the prior written consent of Canada. Any assignment made without that prior written consent is void and of no effect.

21. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership, or joint venture between the Parties. The Recipient shall not

represent itself (including in any agreement with a third-party) as the agent, employee or partner of Canada or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee or partner of Canada.

22. SUCCESSORS

This Agreement binds the Parties and their respective successors and assigns.

23. GOVERNING LAWS

This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in **British Columbia** and the laws of Canada applicable therein. The Parties further agree to attorn to the jurisdiction of the Courts of **Province of British Columbia**.

24. DISPUTE RESOLUTION

- 24.1 In the event of a dispute under this Agreement, the Parties, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.
- 24.2 If the Parties are unable to settle the dispute by negotiation within ten (10) business days of such meeting or any other period agreed to, the Parties may agree to refer the dispute to mediation, based on terms agreed to by the Parties and reflected in a written agreement entered into on behalf of the Parties by their duly authorized representatives.
- 24.3 The ability of Canada to take action to terminate under this Agreement shall not be prejudiced by this section or any procedure flowing from it.

25. COMMUNICATIONS

25.1 Acknowledgment

The Recipient shall acknowledge Canada's support in all public communications Materials and products (including, but not limited to, information and advertising campaigns, invitations to participate in activities, printed/audio/visual electronic Materials, Web sites and exhibits) under this Agreement. Such acknowledgment shall be in a form satisfactory to Canada. The Recipient shall withdraw the acknowledgment upon the written request of Canada.

25.2 Disclaimer

The Recipient shall, unless otherwise directed by Canada, ensure that the following disclaimer appears on any Materials developed for public distribution under this Agreement: "The views expressed herein do not necessarily represent the views of Health Canada."

25.3 Prior notice and participation

The Recipient shall, where possible, give ten (10) business days' notice to Canada of a proposed public announcement or ceremony relating to the Initiative. Where Canada wishes to participate in such an announcement or ceremony, the Recipient shall, where possible, co-operate with Canada during such announcement or ceremony.

25.4 Language of communication

The Recipient shall carry out the Initiative and provide to the public oral and written communications related to the Initiative in both of Canada's official languages (English and French) unless otherwise stated in Appendix A. The Recipient shall ensure that these obligations are fulfilled by any Third Party.

25.5 Language of Agreement

The Parties agree that this Agreement is drafted in English only.

26. AMENDING OR TERMINATING THE AGREEMENT

- 26.1 All amendments to this Agreement are to be made in writing and signed by both Parties except where minor budget adjustments are made in accordance with section 4.13.
- 26.2 This Agreement may be terminated, in writing, by mutual consent of the Parties.
- 26.3 Nothing in section 26.2 limits Canada's ability to terminate this Agreement pursuant to sections 4.11 or 11.

27. ENTIRE AGREEMENT

This Agreement, including its preamble and all Appendices attached hereto sets forth the entire agreement between the Parties with respect to its subject-matter and supersedes and cancels all prior agreements, understandings, negotiations and discussions, both oral and written, between the Parties with respect to the Initiative.

28. OBLIGATIONS SURVIVING TERMINATION

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

29. REPRESENTATIVES OF THE PARTIES AND NOTICE

Communications, including reporting and any notice, demand, request or other communication, shall be in writing and sent to the coordinates below. Communications that are delivered in person shall be deemed to have been received upon delivery; communications transmitted by facsimile or by e-mail shall be deemed to have been received one (1) business day after having been sent; and communications that are sent by mail shall be deemed to have been received five (5) business days after being mailed.

Any Notice to Canada shall be addressed to:

Brigitte Lapointe
Senior Program Officer
Health Canada
Controlled Substances and Cannabis Branch
Key Initiatives - Substances Use and Addictions Program
1st Floor, Main Stats Building, AL-NCR 0301B
150 Tunney's Pasture Driveway, Tunney's Pasture
Ottawa, Ontario K1A 0T6

Email: brigitte.lapointe@canada.ca

Telephone: 343-542-6618

Any notice to the Recipient shall be addressed to:

Sue Wheeler
Social Development Manager
City of Kelowna
1435 Water Street,
Kelowna, British Columbia V1Y 1J4

Email: SWheeler@kelowna.ca

Telephone: 250-470-0663

30. COUNTERPARTS

This Agreement may be signed in counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

31. WAIVER

The fact that Canada refrains from exercising a remedy or right that it is entitled to exercise under this Agreement will not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a right conferred on Canada will not prevent it in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless Canada waives such right in writing.

IN WITNESS WHEREOF, this Agreement is duly executed by authorized representatives of the Parties.

For the Recipient:

Signature of Authorized Representative

Date

Print Name

Print Title

Print Organization's Name

For Canada:

Signature of Authorized Representative

Date

Print Name

Print Title

APPENDIX A

OVERVIEW

SUMMARY

The aim of this project is to train and mentor people with lived and living experience with substance use (PWLLE) to become peer navigators and to support the capacity of social service organizations in central Okanagan (Kelowna and West Kelowna). In addition, this project will develop a curriculum for peer-to-peer Indigenous cultural teachings (such as smudge, land-based learning, tobacco teachings, drum and song), support Indigenous peers to gain competencies to deliver those teachings, and support organizations to introduce peer-to-peer Indigenous cultural teachings as a service offering within their organization.

GOALS/OBJECTIVES

The goals of this project are:

- Build the skills and confidence of PWLLE to safely and effectively take on roles related to peer navigation. This was explicitly identified by PWLLE as an element missing in supports provided to individuals with current and past experiences of substance use;
- Develop the competencies and capacity of Indigenous PWLLE to support access to cultural teachings;
- Improve experiences of hundreds of people seeking help in the Central Okanagan, and their access to harm reduction services and supports with the introduction of peer navigator positions and Indigenous cultural teachings within social serving agencies;
- Build capacity of social serving organizations to meaningfully incorporate PWLLE into support, navigation, and harm reduction roles; and
- Through compelling outcomes from this program, scale PEOPLE and specifically the peer navigator and Indigenous cultural teachings to support increased effectiveness of harm reduction in other communities.

KEY ACTIVITIES AND DELIVERABLES/OUTPUTS

Key activities of the project are as follows:

Fiscal Year 2020/21	
Key Activities	Key Deliverables/Outputs
Meet with project partners to review project and deliverables	<ul style="list-style-type: none"> • Meeting notes
Prepare contracts and memorandum of understanding (MOU) with project partners	<ul style="list-style-type: none"> • Signed contract and MOU documents
Prepare application form; determine selection criteria and screening process for cohort of PWLLE for peer navigator roles; get word out about opportunity to PWLLE; Select PWLLE for the program.	<ul style="list-style-type: none"> • Application form; • Selection/screening process and criteria

This process will be done alongside Indigenous Elders and partners.	
Engage community partners to develop a peer navigator training curriculum; connect with and draw learnings from Street Degrees program (VCH) and other relevant resources	<ul style="list-style-type: none"> • Peer navigator training curriculum
Engage Elders and Indigenous partners to develop cultural mentorship and training curriculum to support harm reduction and healing	<ul style="list-style-type: none"> • Cultural mentorship and teachings curriculum
Set-up schedule, recruit facilitators, and sort logistics for training modules for both peer navigator and cultural mentorship programs	<ul style="list-style-type: none"> • Schedule • Logistics • Facilitators
PWLLE undertake training modules in both cohorts	<ul style="list-style-type: none"> • Knowledge and skills transfer to PWLLE
Interview service providers to understand the barriers and opportunities for introducing peer navigator roles and cultural teachings to support harm reduction in their organizations	<ul style="list-style-type: none"> • Interview guide; • Summary report capturing themes from interviews
Prepare plan for organizational change leadership, including workshops, policy/procedures, and resources.	<ul style="list-style-type: none"> • Organizational change leadership package/toolkit
Host a series of workshops with social serving organizations to increase capacity and understanding of best practices when introducing peer navigators and cultural teaching services into their organization	<ul style="list-style-type: none"> • Knowledge transfer to social serving organizations
Deliver organizational mentorship to further capacity building	<ul style="list-style-type: none"> • Knowledge transfer to social serving organizations
Engage in PWLLE and organizational evaluation of training and workshop/mentorship	<ul style="list-style-type: none"> • Training curriculum and workshop evaluation and learnings
Develop proposal call and selection criteria for social serving organizations	<ul style="list-style-type: none"> • Call for proposals and selection criteria developed
Launch a “call for proposals” for service provider organizations to apply for funding to support either peer navigator or cultural teachings into their organization	<ul style="list-style-type: none"> • Call for proposals launched
Review applications and select successful organizations	<ul style="list-style-type: none"> • Successful applications received and selected
Create contracts and MOUs for successful organizations	<ul style="list-style-type: none"> • Contract and MOUs

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Match PWLLE peer navigators and Indigenous PWLLE with appropriate organizations	<ul style="list-style-type: none"> • PWLEE match completed
Fiscal Years 2020/21 to 2022/23	
Initiate employment terms with PWLLE navigators and Indigenous PWLLE to deliver peer-to-peer cultural teachings	<ul style="list-style-type: none"> • Knowledge transfer
Host ongoing mentorship for PWLEE; host ongoing mentorship with social serving organizations	<ul style="list-style-type: none"> • Knowledge transfer
Host ongoing peer-to-peer learning and organization to organization learning through regular sharing circles	<ul style="list-style-type: none"> • Knowledge transfer and ongoing learning
Fiscal Year 2021-2022	
Engage in program evaluation and identify opportunities to adjust the program to respond to learnings and reflection	<ul style="list-style-type: none"> • Program evaluation documents
Adjust application forms, recruitment process, and other procedures to respond to learnings from Year 1 of the program	<ul style="list-style-type: none"> • Revised procedures
Recruit cohorts of PWLLE for 2 nd round of peer navigator and cultural mentorship programs	<ul style="list-style-type: none"> • Recruitment completed
Set up schedule, recruit facilitators, and sort logistics for training modules for both peer navigator and cultural mentorship programs	<ul style="list-style-type: none"> • Program logistics and training modules completed
PWLLE undertake training modules in both cohorts	<ul style="list-style-type: none"> • Knowledge and skills transfer to PWLLE
Host organizational workshops and mentorship	<ul style="list-style-type: none"> • Knowledge transfer
Launch a “call for proposals” for service provider organizations to apply for funding to support either peer navigator or cultural teachings into their organization	<ul style="list-style-type: none"> • Call for proposals launched
Review applications and select successful organizations	<ul style="list-style-type: none"> • Successful applications received and selected
Create contracts and MOUs for successful organizations	<ul style="list-style-type: none"> • Contract and MOU completed
Match PWLLE peer navigators and Indigenous PWLLE with appropriate organizations	<ul style="list-style-type: none"> • PWLEE match completed
Fiscal year 2022/23	
Engage in program evaluation and identify opportunities to adjust the	<ul style="list-style-type: none"> • Program evaluation documents

program to respond to learnings and reflections	
Engage in complete program evaluation	<ul style="list-style-type: none"> Program evaluation complete
Explore opportunities to share knowledge and learning with broader practice networks and communities (Ongoing)	<ul style="list-style-type: none"> Slide DECK and presentation

OUTCOMES

This initiative will contribute to and report on the SUAP outcomes and performance indicators that are relevant to their project.

	SUAP OUTCOMES	SUAP PERFORMANCE INDICATORS
SHORT-TERM	1.1 Targeted stakeholders ^[1] and Canadians ^[2] access information on substance use	a) # of targeted Canadians and stakeholders with access to substance use-related awareness/education products developed by projects funded through SUAP
		b) # of participants in substance use-related learning/engagement opportunities delivered by projects funded through SUAP (by: type of participant – stakeholders; Canadians by gender; Canadians by Official Language)
	1.2 Innovative treatment/harm reduction services ^[3] are available/accessible in communities	a) # of new services offered by SUAP funded projects
		b) # of clients accessing services offered by SUAP funded projects
		c) # of Naloxone kits distributed by projects funded through the SUAP
	1.3 Targeted stakeholders and Canadians are equipped with the capacity (knowledge, skills, and supports ^[4]) to inform their decisions and actions related to substance use	a) % of targeted Canadians and stakeholders who reported that they gained knowledge/skills about substance as a result of projects funded through SUAP (by: target – stakeholders; Canadians by gender, and Canadians by Official Language; and by type of knowledge/skills)
	1.4 Substance use-related knowledge is generated by projects funded through SUAP	a) # of substance use-related awareness/education (knowledge) products ^[5] developed by projects funded through SUAP
		b) # of substance use-related learning/engagement opportunities ^[6] delivered by projects funded through SUAP

^[1] **Targeted Stakeholders** may include: P/T governments, pan-Canadian health organizations, non-profit organizations, communities or others at the organizational or system level. This relates to initiatives targeting organization, system or policy and practice change.

^[2] **Targeted Canadians** may include youth, adults and any other target populations or sub-populations as identified by research and evidence. This relates to initiatives targeting individual change (or groups of individuals).

^[3] SUAP definition / examples of treatment and harm reduction services, based on analysis of existing SUAP funded projects is under development. **Services Categories currently include** harm reduction / outreach; early intervention; treatment (OAT, iOAT, TiOAT, methamphetamine treatment, nicotine vaping cessation); drug checking; safer supply; surveillance.

^[4] **Supports:** Friends, family, community and health and other system supports (including supportive environments and treatment or harm reduction service settings) etc.

^[5] **Awareness / Education (knowledge) products:** Policy documents, standards, guidelines, training/curriculum, papers, tools/toolkits, webinars, informational resources, reports, networks / platforms, etc.

^[6] **Learning / Engagement Opportunities:** Training sessions, workshops, roundtables, educational events, webinars, conferences, collaborative web spaces, e-learning modules, meetings, presentations, webinars, focus groups, dialogues, etc.

		c) # of research ^[7] and surveillance projects funded through SUAP
MEDIUM-TERM	2.1 Uptake of positive personal behaviours that reduce the harms of substance use ^[8]	a) % of targeted Canadians who reported that they intend to use knowledge/skills related to substance use provided by projects funded through SUAP (by: gender; Official Language; and type of behaviour change – reduced use; safer use; not using; etc.)
		b) % of targeted Canadians who reported they used knowledge/skills related to substance use provided by projects funded through SUAP (by: gender; Official Language; and type of behaviour change – reduced use; lower-risk use; not using; etc.)
		c) % of clients in SUAP funded treatment and/or harm reduction services project reporting a positive behaviour/health outcome (safer use; adherence and/or retention in service; connection to other health and social services)
	2.2 Targeted stakeholders use evidence-informed information on substance use to change policies, programs, and practice	a) % of targeted stakeholders who reported that they intend to use knowledge/skills related to substance use provided by projects funded through SUAP to make evidence-informed improvements ^[9] to policies, programs and/or practice (by: type of improvement)
		b) % of targeted stakeholders who reported that they used knowledge/skills related to substance use provided by projects funded through SUAP to make evidence-informed improvements to policies, programs and/or practice (by: type of improvement)
		c) Case studies describing how SUAP-funded research and surveillance were used to inform policies, programs and/or practices
LONG-TERM	3.1 Canadians have access to quality, evidence-informed health promotion, prevention, treatment and harm reduction programs and services	a) % of the stakeholders of projects funded through SUAP that reported that projects contributed to Canadians having access to quality, evidence-informed substance use-related health promotion, prevention, treatment and harm reduction information
		b) % of projects funded through SUAP that reported that they plan to sustain activities post-Health Canada funding
		c) Case studies describing how a project funded through SUAP reduced duplication and/or led to cost savings (e.g., sharing of processes, tools, learnings)
	3.2 Canadians have better health outcomes	a) Case studies describing how a project funded through the SUAP contributed to Canadians having better health outcomes (e.g., reduction or cessation of substance use, improved health, relationships, engagement with the community, etc.)

PARTNERSHIPS

Name of Partner Organization	Partner’s Role
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^[7] **Research categories:** cannabis and mental health; cannabis and public health; alcohol warning labels; recovery supports and integration back to the community; school-based policies and their impact on student substance use; youth vaping; other.

^[8] **Behaviour change (positive action) categories** – includes those related to making more informed choices related to substance use (cannabis, opioids, alcohol, meth, other) including reduced use; lower-risk use; not using; retention in harm reduction and/or treatment or other services.

^[9] **Type of improvement:** adopting policies to ensure the meaningful involvement of people with lived experience; changes to programs to make them more culturally relevant or trauma-informed; practice changes that improve treatment services. For a full listing of current SUAP project policy, program and practice improvement types/categories see the SUAP Logic Model Definitions below (to be updated for CFP 2019-20)

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Urban Matters CCC	<ul style="list-style-type: none"> Overall program execution; strategic support for PEOPLE Employment Services; and mentoring staff of PEOPLE
PEOPLE Employment Services	<ul style="list-style-type: none"> Responsible for hosting training, holding contracts with employers, and hiring peer navigators and peer cultural teachers
Interior Health Authority	<ul style="list-style-type: none"> Key program champion. Sounding board for integration of peer navigation to bolster harm reduction services, access to best practices and ongoing health data.
Ki-Low-Na Friendship Society	<ul style="list-style-type: none"> Support access to and connections with Elders, Indigenous PWLLE, and other cultural resources
Kelowna Community Action Team	<ul style="list-style-type: none"> Feedback on program design and execution, as well as access to a host of organizations with interest in peer navigation and peer-to-peer cultural services
West Kelowna Shelter Society	<ul style="list-style-type: none"> Currently supporting one peer outreach position through PEOPLE Employment Services, and key partner in growing peer navigators in West Kelowna
Westbank First Nation (WFN)	<ul style="list-style-type: none"> Supporting Indigenous cultural teaching through program referrals, referrals to Elders, and access to cultural services/supports
Westside Community Action Team	<ul style="list-style-type: none"> Feedback on program design and execution, as well as access to a host of organizations with interest in peer navigation and peer-to-peer cultural services
Central Okanagan Foundation	<ul style="list-style-type: none"> Support organizational development and scaling to other communities
United Way Southern Interior BC	<ul style="list-style-type: none"> Provide \$10K to support peer navigator position in the community
Journey Home Society of Central Okanagan & Lived Experience Circle on Homelessness	<ul style="list-style-type: none"> Provide project input

TARGET GROUPS

The target populations are Indigenous and non-Indigenous people with lived and living experience of past or current substance use (PWLLE) and social serving organizations who will benefit from introducing peer navigators and cultural teachings to bolster their harm reduction services and effectiveness.

OFFICIAL LANGUAGES

This initiative will not target both official languages. Where appropriate, the program will invest in Indigenous language descriptions to support Indigenous cultural training and peer-to-peer cultural services.

SEX AND GENDER

PEOPLE Employment Services actively and on an ongoing basis considers sex- and gender-based analysis in all of its program design and delivery. All training is undertaken to promote gender equality, and every effort is made to foster changes in power

relationships between women and men. The PEOPLE team is diverse, with a female founder, male peer coordinator and both female and male social-work mentors.

Evidence strongly suggests that incidences of overdoses and deaths are most prevalent among men between the ages of 30 and 59 who use alone. An engagement campaign conducted by Interior Health Authority in 2018 called the Use Safe Campaign identified that stigma was one of the key reasons that prevented individuals using along from accessing harm reduction supports and additional services. All of PEOPLE's programming has been designed to reduce stigma that prevents individuals from accessing help.

In British Columbia, Indigenous women are uniquely impacted; in 2018, 39% of all fatal overdoses for First Nations were among women, compared with a rate of 17% for non-First Nations deaths. (Source: <https://www.fnha.ca/about/news-and-events/news/first-nations-opioid-overdose-deaths-rise-in-2018>) The project team will take these realities into consideration when designing and implementing the Indigenous cultural teachings part of the project in order to support female participation in the program, and support access to healing and harm reduction services for women.

APPENDIX B - BUDGET

BUDGET EXPENDITURE CATEGORIES	Budget by Fiscal Year (April 1 to March 31)									TOTAL BUDGET	Total Contribution from HC
	2020-2021			2021-2022			2022-2023				
	04/2020 - 03/31/20YY			04/01/2021 - 03/01/2022			04/01/2022 - 03/31/2023				
	HC	Other Sources		HC	Other Sources		HC	Other Sources			
Cash		In-kind	Cash		In-kind	Cash		In-kind			
PERSONNEL SALARIES & BENEFITS	\$35,000			\$25,000			\$15,000			\$75,000	\$75,000
CONTRACTUAL PERSONNEL	\$87,500			\$215,000			\$189,500			\$492,000	\$492,000
TRAVEL & ACCOMMODATIONS										\$0	\$0
MATERIALS & SUPPLIES	\$30,750			\$25,750			\$500			\$57,000	\$57,000
EQUIPMENT	\$1,000			\$1,000						\$2,000	\$2,000
RENT & UTILITIES	\$5,000			\$5,000						\$10,000	\$10,000
PERFORMANCE MEASUREMENT	\$5,000			\$10,000			\$10,000			\$25,000	\$25,000
OTHER COSTS (please specify):											
1) Insurance	\$10,000			\$10,000			\$10,000			\$30,000	\$30,000
TOTAL	\$174,250	\$0	\$0	\$291,750	\$0	\$0	\$225,000	\$0	\$0	\$691,000	\$691,000

COMMENTS:

APPENDIX C

REPORTING PLAN

ITEM	DUE DATE
RECIPIENT SIGNING AUTHORITIES <i>* Use template provided by HC</i>	<ul style="list-style-type: none"> • Upon signature of the Agreement • Updates as required throughout the Agreement
CASHFLOW FORECAST <i>* Use Appendix D</i>	<ul style="list-style-type: none"> • Within 30 calendar days of Agreement signature • April 30th for each subsequent Fiscal Year
RECORD OF EXPENDITURES <i>* Use Appendix D</i>	<ul style="list-style-type: none"> • A total of 2 times for Fiscal Year(s) 2020-21, 2021-2022, 2022-2023: <ul style="list-style-type: none"> • October 31 • April 30 • The maximum reporting frequency is 4 times per Fiscal Year and it can be enforced at any time during the course of the Agreement when communicated in <u>writing</u> by your Health Canada Representative prior to March 31 of a particular Fiscal Year.
ANNUAL PLAN <i>* Use template provided by HC unless otherwise indicated</i>	<ul style="list-style-type: none"> • Within 30 calendar days of Agreement signature • April 30th for each subsequent Fiscal Year
PERFORMANCE MEASUREMENT TOOLS (Logic Model & Indicator Table) <i>* Use Indicator Table template provided by HC</i>	<ul style="list-style-type: none"> • 3 months after Agreement is signed
PROGRESS / PERFORMANCE REPORT <i>* Use template(s) provided by HC</i>	<ul style="list-style-type: none"> • A total of 2 times for Fiscal Year(s) 2020-21, 2021-22, 2022-23: <ul style="list-style-type: none"> • October 31 • April 30 • The maximum reporting frequency is 4 times per Fiscal Year and it can be enforced at any time during the course of the Agreement when communicated in <u>writing</u> by your Health Canada Representative prior to March 31 of a particular Fiscal Year.
FINAL EVALUATION REPORT <i>* Use template provided by HC unless otherwise indicated</i>	<ul style="list-style-type: none"> • June 30, 2023

<p>DECLARATION OF UNDERSPENDING</p> <p><i>* Use template provided by HC</i></p>	<ul style="list-style-type: none"> • March 1 of each Fiscal Year and earlier if requested
<p>DECLARATION OF PROCEEDS OR INCOME (e.g., interest, credits, rebates, refunds, etc.)</p> <p><i>* Use template provided by HC unless otherwise indicated</i></p>	<ul style="list-style-type: none"> • April 30, 2023
<p>OTHER SOURCES OF FUNDS - DECLARATION OF REVENUE AND EXPENDITURES</p> <p><i>* Use template provided by HC unless otherwise indicated</i></p>	<ul style="list-style-type: none"> • Upon signature of the Agreement, a declaration of all actual and/or anticipated sources of assistance for carrying out the Initiative (including cash and in-kind contributions) • Following the expiration or termination of the Agreement, a final declaration of the total contributions received from all sources for the Initiative (including cash and in-kind contributions), as well as the total expenditures made in relation to the Initiative: <ul style="list-style-type: none"> • April 30, 2023
<p>DECLARATION OF ASSETS ACQUIRED</p> <p><i>* Use template provided by HC unless otherwise indicated</i></p>	<ul style="list-style-type: none"> • April 30, 2023
<p>ANNUAL AUDITED FINANCIAL STATEMENTS</p>	<ul style="list-style-type: none"> • Within 30 calendar days of release
<p>OTHER AUDIT REPORTS</p>	<ul style="list-style-type: none"> • Within 30 calendar days of release

CASH FLOW FORECAST AND RECORD OF EXPENDITURES

Period: Semi-Annual

Part 1	Arrangement Number: 2021-HQ-000025	Initiative Title: PEOPLE Peer Navigators and Capacity Building	Organization Name: City of Kelowna	Health Canada Program Name: Substance Use and Addictions Program	Fiscal Year: 2020-2021
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Budget Items	First Period 04/01/2020 - 09/31/2020				Second Period 10/01/2020 - 03/31/2021				Baseline Approved Budget	Actuals to date plus future Forecasts	Variance % between Baseline & Forecasted Expenses	Total Actual Expenses	Total Funding Remaining	Variance % between Baseline & Actual Expenses	Budget Item "Other Costs", Please Specify:		
	Forecast	Actual	Difference		Forecast	Actual	Difference								Description	Total Forecast	Total Actual
			\$	%			\$	%									
Personnel Salaries & Benefits			0	0%			0	0%	35,000	0	100%	0	35,000	100%	Insurance	10,000	
Contractual Personnel			0	0%			0	0%	87,500	0	100%	0	87,500	100%	**		
Travel & Accommodations			0	0%			0	0%		0	0%	0	0	0%	**		
Materials & Supplies			0	0%			0	0%	30,750	0	100%	0	30,750	100%	**		
Equipment			0	0%			0	0%	1,000	0	100%	0	1,000	100%	**		
Rent & Utilities			0	0%			0	0%	5,000	0	100%	0	5,000	100%	**		
Performance Measurement			0	0%			0	0%	5,000	0	100%	0	5,000	100%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
Other Costs			0	0%			0	0%	10,000	0	100%	0	10,000	100%	**		
TOTAL	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%	\$174,250	\$0	100%	\$0	\$174,250	100%	SUBTOTAL	\$10,000	\$0

Part 3	April	May	June	July	August	September	Subtotal	October	November	December	January	February	March	Subtotal	Total
Monthly Forecast / Monthly Actual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Part 4	2020-21	2021-22	2022-23	20XX-XX	20XX-XX	Total
Annual Forecast	\$174,250	\$291,750	\$225,000	\$0	\$0	\$691,000
Annual Actual	\$0	\$0	\$0	\$0	\$0	\$0

Part 4.5 (Contact the Office of Gs&Cs to unlock) Complete Part 4.5 only if a carry-forward from the previous fiscal year has been approved by Health Canada. **NOTE:** This is not permitted under most funding agreements.

<p>Part 5 AUTHORIZED SIGNATURE</p> <p>I certify that the amounts indicated accurately reflect the initiative forecasts and expenditures for the period specified and that Health Canada may at any time request supporting documents for audit purposes.</p> <p>_____ Authorized Signature</p> <p>_____ Print Name</p> <p>_____ Date</p>	<p>HEALTH CANADA</p> <p>Document verified by:</p> <p>_____ Signature</p> <p>_____ Date</p> <p>_____ Print Name</p>
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CASH FLOW FORECAST AND RECORD OF EXPENDITURES

Period: Semi-Annual

Part 1	Arrangement Number: 2021-HQ-000025	Initiative Title: PEOPLE Peer Navigators and Capacity Building	Organization Name: City of Kelowna	Health Canada Program Name: Substance Use and Addictions Program	Fiscal Year: 2021-2022
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Budget Items	First Period 04/01/2021 - 09/31/2021				Second Period 10/01/2021 - 03/31/2022				Baseline Approved Budget	Actuals to date plus future Forecasts	Variance % between Baseline & Forecasted Expenses	Total Actual Expenses	Total Funding Remaining	Variance % between Baseline & Actual Expenses	Budget Item "Other Costs", Please Specify:		
	Forecast	Actual	Difference		Forecast	Actual	Difference								Description	Total Forecast	Total Actual
			\$	%			\$	%									
Personnel Salaries & Benefits			0	0%			0	0%	25,000	0	100%	0	25,000	100%	Insurance	10,000	
Contractual Personnel			0	0%			0	0%	215,000	0	100%	0	215,000	100%	**		
Travel & Accommodations			0	0%			0	0%		0	0%	0	0	0%	**		
Materials & Supplies			0	0%			0	0%	25,750	0	100%	0	25,750	100%	**		
Equipment			0	0%			0	0%	1,000	0	100%	0	1,000	100%	**		
Rent & Utilities			0	0%			0	0%	5,000	0	100%	0	5,000	100%	**		
Performance Measurement			0	0%			0	0%	10,000	0	100%	0	10,000	100%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
Other Costs			0	0%			0	0%	10,000	0	100%	0	10,000	100%	**		
TOTAL	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%	\$291,750	\$0	100%	\$0	\$291,750	100%	SUBTOTAL	\$10,000	\$0

Part 3	April	May	June	July	August	September	Subtotal	October	November	December	January	February	March	Subtotal	Total
Monthly Forecast / Monthly Actual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Part 4	2020-21	2021-22	2022-23	20XX-XX	20XX-XX	Total
Annual Forecast	\$174,250	\$291,750	\$225,000	\$0	\$0	\$691,000
Annual Actual	\$0	\$0	\$0	\$0	\$0	\$0

Part 4.5 (Contact the Office of Gs&Cs to unlock) Complete Part 4.5 only if a carry-forward from the previous fiscal year has been approved by Health Canada. NOTE: This is not permitted under most funding agreements.

<p>Part 5 AUTHORIZED SIGNATURE</p> <p>I certify that the amounts indicated accurately reflect the initiative forecasts and expenditures for the period specified and that Health Canada may at any time request supporting documents for audit purposes.</p> <p>_____ Authorized Signature</p>	<p>HEALTH CANADA</p> <p>Document verified by:</p> <p>_____ Signature</p> <p>_____ Date</p>
<p>_____ Print Name</p>	<p>_____ Print Name</p>
<p>_____ Date</p>	

CASH FLOW FORECAST AND RECORD OF EXPENDITURES

Period: Semi-Annual

Part 1	Arrangement Number: 2021-HQ-000025	Initiative Title: PEOPLE Peer Navigators and Capacity Building	Organization Name: City of Kelowna	Health Canada Program Name: Substance Use and Addictions Program	Fiscal Year: 2022-2023
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Budget Items	First Period 04/01/2022 - 09/31/2022				Second Period 01/10/2022 - 03/31/2023				Baseline Approved Budget	Actuals to date plus future Forecasts	Variance % between Baseline & Forecasted Expenses	Total Actual Expenses	Total Funding Remaining	Variance % between Baseline & Actual Expenses	Budget Item "Other Costs", Please Specify:		
	Forecast	Actual	Difference		Forecast	Actual	Difference								Description	Total Forecast	Total Actual
			\$	%			\$	%									
Personnel Salaries & Benefits			0	0%			0	0%	15,000	0	100%	0	15,000	100%	Insurance	10,000	
Contractual Personnel			0	0%			0	0%	189,500	0	100%	0	189,500	100%	**		
Travel & Accommodations			0	0%			0	0%		0	0%	0	0	0%	**		
Materials & Supplies			0	0%			0	0%	500	0	100%	0	500	100%	**		
Equipment			0	0%			0	0%	0	0	0%	0	0	0%	**		
Rent & Utilities			0	0%			0	0%	0	0	0%	0	0	0%	**		
Performance Measurement			0	0%			0	0%	10,000	0	100%	0	10,000	100%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
			0	0%			0	0%		0	0%	0	0	0%	**		
Other Costs			0	0%			0	0%	10,000	0	100%	0	10,000	100%	**		
TOTAL	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%	\$225,000	\$0	100%	\$0	\$225,000	100%	SUBTOTAL	\$10,000	\$0

Part 3	April	May	June	July	August	September	Subtotal	October	November	December	January	February	March	Subtotal	Total
Monthly Forecast / Monthly Actual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Part 4	2020-21	2021-22	2022-23	20XX-XX	20XX-XX	Total
Annual Forecast	\$174,250	\$291,750	\$225,000	\$0	\$0	\$691,000
Annual Actual	\$0	\$0	\$0	\$0	\$0	\$0

Part 4.5 (Contact the Office of Gs&Cs to unlock) Complete Part 4.5 only if a carry-forward from the previous fiscal year has been approved by Health Canada. **NOTE:** This is not permitted under most funding agreements.

<p>Part 5 AUTHORIZED SIGNATURE</p> <p>I certify that the amounts indicated accurately reflect the initiative forecasts and expenditures for the period specified and that Health Canada may at any time request supporting documents for audit purposes.</p> <p>_____ Authorized Signature</p>	<p>HEALTH CANADA</p> <p>Document verified by:</p> <p>_____ Signature</p> <p>_____ Date</p>
<p>_____ Print Name</p>	<p>_____ Print Name</p>
<p>_____ Date</p>	