



July 20, 2023

29(1)

Chief Executive Officer
ROSC Solutions Group Inc.
Edmonton Head Office
364 11150 Jasper Ave
EDMONTON, AB T5K 0C7

Dear 29(1) :

Re: 2023-24 Funding for a Review of Provincially-Funded Addictions Services in Saskatchewan

As the Government of Saskatchewan, we are committed to a strong economy, strong communities, strong families and to building a stronger Saskatchewan. Our Growth Plan sets specific goals and targets to achieve this commitment. To ensure our citizens have the best opportunity to engage in our Growth Plan, we need to support them through the challenges some face from time to time. Like other jurisdictions in Canada and, in fact across the world, addictions and substance use challenges are increasing and often result in our citizens being unable to fully engage in our stronger Saskatchewan. We need to ensure our addictions services and supports are there for people when they need them the most.

The purpose of this letter is to engage ROSC Solutions Group Inc. (RSG) 17(1)(c), 17(1)(g)

The specifics of the review including the deliverables are affixed to this letter as *Appendix A*.

The Ministry of Health (Ministry), under the authority granted by *The Health Administration Act*, is pleased to provide RSG 19(1)(b), 19(1)(c) which includes all associated expenses to ensure the deliverables (*Appendix A*) are provided to the Ministry of Health no later than October 20, 2023. 17(1)(c), 19(1)(b), 19(1)(c)

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RSC and the Ministry agree:

The terms of this engagement may be extended or changed by mutual written agreement of the Ministry and RSG.

All materials and other information acquired or produced by RSG in connection with the services outlined in *Appendix A* becomes the sole property of the Ministry without further compensation or payment. All information received by RSG during the course of this project relating to the personal, financial or other affairs of the Ministry shall be kept confidential. Notwithstanding anything contained in this engagement, the Ministry and RSC acknowledge that the engagement is subject to the terms and conditions of *The Freedom of Information and Protection of Privacy Act* and *The Health Information Protection Act*.

RSC shall not assign, without prior written consent of the Ministry either directly or indirectly this Agreement or any right under this engagement.

RSC is an independent consultant and not the servant, employee or agent of the Ministry. RSC shall be responsible for directly remitting necessary deductions and submissions respecting Income Tax, Canada Pension Plan, Employment Insurance, Workers' Compensation or any other necessary deduction, if and as same are payable, with respect to monies paid to RSC by the Ministry pursuant to this engagement.

RSC shall indemnify and save harmless the Ministry and all of its representatives against all costs, claims and actions, of any kind whatsoever, arising from the services or any other activities provided by RSC.

Either party may terminate this engagement for breach without notice. Either party may terminate this engagement without breach by giving the other party thirty (30) days written notice of the intention to terminate. Should either party terminate this engagement, RSC shall be paid for the services performed plus any approved associated expenses incurred to the date of termination.

The funding is being provided with the understanding that if it is not used for the purpose stated in this engagement it can be recovered by the Ministry unless both parties agree in writing to an alternative use for the funding.

The Ministry has assigned Brad Havervold within the Ministry to serve as RSG's primary contact for this review and, it would be through them, that all contact should be directed. Other than this individual, there is to be limited draw on Ministry staff to support the work of the review.

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If you are in agreement with what is proposed, please indicate so by signing below and returning a scanned signed electronic copy to Brad Havervold at brad.havervold@health.gov.sk.ca.

We very much look forward to collaborating with RSG over the coming months. If you have any questions please contact Brad Havervold, Executive Director, Community Care Branch at (306)-787-6092.

Sincerely,



for/ Tracey L. Smith
Deputy Minister

cc: Rebecca Carter, Assistant Deputy Minister, Health
Brad Havervold, Executive Director, Health
Joy Vanstone, Executive Director, Health
Morgan Bradshaw, Executive Director, Health

29(1)

ROSC Solutions Group Inc.

July 20, 2023

Date

Appendix A

Project Deliverables

17(1)(c)

Regular Meetings

- Regular bi-weekly meetings will be scheduled for RSG and the Ministry of Health to discuss progress and address any barriers or challenges; and
- Meetings may be cancelled or postponed based on need.

AGREEMENT

BETWEEN

**HIS MAJESTY THE KING,
in right of The Province of Saskatchewan,
as represented by the Minister of Health
(the "Ministry")**

AND

**ROSC Solutions Group Inc.,
with office at 365 11150 Jasper Avenue in the City of Edmonton,
in the Province of Alberta
(the "Agency")**

WHEREAS the Minister desires to support the Agency ^{17(1)(c), 17(1)(g)}
^{17(1)(c), 17(1)(g)}, pursuant to section 10(1) of *The Residential Services Act, 2019*;

AND WHEREAS the Minister is authorized to enter into an Agreement to provide financial assistance to the Agency for this purpose under the authority granted by Sections 6 and 6.1 of *The Health Administration Act*;

NOW THEREFORE the parties agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement:

- (a) "Agreement" means this Agreement and includes all Schedules attached to this Agreement;
- (b) "Fiscal Year" means April 1 of one year up to and including March 31 of the next year;
- (c) "Services" means those Services set out in Schedule "A", and unless otherwise indicated includes all labour, equipment and materials which the Agency may require to provide the Services;
- (d) "Surplus" means the money remaining at the end of the fiscal year from the payments received from the Ministry after payment of all expenses related to the delivery of services pursuant to this Agreement;
- (e) "Term" means the period this Agreement is to be in effect, as specified in section 2.1.

1.2 The following Schedules form part of this Agreement:

Schedule A Schedule of Services

Schedule B Funding Schedule

2.0 TERM OF THE CONTRACT

2.1 This Agreement will commence **June 25, 2024** and expire **July 31, 2024**.

2.2 The term of this Agreement may be extended by mutual agreement of the parties. The terms of this Agreement will continue to apply during any period of extension unless otherwise agreed between the parties.

3.0 BINDING AND ENFORCEABLE OBLIGATION

3.1 The parties acknowledge that this Agreement creates binding and enforceable obligations including the obligation to provide financial assistance unless the obligation is suspended in accordance with this Agreement or this Agreement is terminated in accordance with its terms.

4.0 ELIGIBILITY CRITERIA

4.1 In order to be eligible for financial assistance, the Agency must provide the Services set forth in "Schedule A".

5.0 STIPULATIONS (SERVICES)

5.1 To deliver the Services the Agency will:

- (a) engage and utilize only suitable and qualified personnel;
- (b) obtain all licenses, approvals or permits which may be required; and
- (c) comply with all applicable laws, regulations, bylaws or codes which may apply to the Services.

5.2 Any amendments to the Services shall be agreed upon between the Ministry and the Agency. All amendments must be in writing and signed by the Agency and the Ministry.

5.3 The Agency will keep records and submit reports as set forth in section 7.0.

5.4 The Agency shall immediately notify the Ministry if the requirements of this Agreement cannot be met by it or if the Agency is unable to maintain adequate staff to provide the Services.

6.0 PAYMENT

- 6.1 Subject to clause 15.4 and Article 16.0, in consideration of the provision of the services and the performance by the Agency of its obligations under this Agreement, the Ministry shall pay to the Agency in the manner and times set out in the Funding Schedule (Schedule B). The amount listed in this section may be increased or decreased in accordance with the provisions of this Agreement.
- 6.2 All payments made pursuant to this Agreement shall be used only for the purpose of providing the Services for which the payment was made and the Agency shall promptly:
- (a) notify the Ministry of the amount of any payments not used for the purpose of providing such Services; and
 - (b) unless otherwise directed by the Ministry, refund such amounts in accordance with the Ministry's directions.
- 6.3 The Agency is responsible for the payment of all expenses incurred by it in providing the Services and the Ministry will not pay any additional amount to reimburse expenses.
- 6.4 In addition to any other rights the Ministry may have pursuant to this Agreement, payments made pursuant to this Agreement for those Services may be reduced in an amount deemed appropriate by the Ministry and the Agency shall promptly refund to the Ministry the amount of any payments received for those Services in excess of such reduced amount where the Ministry on reasonable grounds believes that the Agency has failed to:
- (a) provide all Services; or
 - (b) maintain services levels as described in the Schedule A.
- 6.5 Payment by the Ministry of amounts pursuant to this Agreement is subject to section 33(2) of *The Financial Administration Act, 1993* of Saskatchewan.

7.0 ADMINISTRATION

- 7.1 The Agency shall keep complete accounts and records of all revenues and expenditures, including all invoices, receipts and vouchers, pertaining to payments received and services provided pursuant to this Agreement.
- 7.2 Upon request of the Ministry, the Agency shall provide any accounts, records or information described in Clause 7.1 and any other documents, records or other information the Ministry may request for the purpose of administering this Agreement.
- 7.3 The Agency shall keep all accounts and records for a period of six (6) years after termination or expiration of this Agreement.

- 7.4 Without restricting the generality of Clause 7.2, the Agency shall provide to the Ministry, in a format satisfactory to the Ministry, the following reports, as further detailed in Schedule A:

17(1)(c)

- 7.5 The Ministry may make an inspection of any premises occupied by the Agency or any of the Agency's documents, books, accounts or records pertaining to this Agreement at any time. The Agency agrees to co-operate and assist the Ministry in any inspection or evaluation process, and in particular agrees to make available to the Ministry any of its books, accounts, records, premises, staff and personnel.

- 7.6 Without limiting the generality of clause 7.5, the Ministry may, at its own expense, audit or cause to be audited, the accounts and records of the Agency. For the purposes of conducting this audit, the Agency shall:

- (a) allow the Ministry or its auditors to have access to its premises;
- (b) produce all documents, accounts and records; and
- (c) co-operate with the Ministry or its auditors including making all of its staff and personnel available to the Ministry.

- 7.7 Article 7.0 shall survive the expiration or termination of this Agreement.

8.0 ASSISTANCE AND EVALUATION

- 8.1 The Ministry agrees to assign a consultant of the Ministry to act as a liaison to the Agency. The Agency will submit to the consultant a copy of their reports outlined in Article 7.0.

9.0 CRIMINAL RECORD CHECK

- 9.1 The Agency shall not, without the prior written approval of the Ministry, assign anyone to provide services whom the Agency knows to have a criminal record.
- 9.2 The Agency shall ensure that:

- (a) subject to clause 9.3, a criminal record check ("CRC") has been performed within the preceding six months on anyone employed by the Agency to provide services; and
- (b) the Ministry is informed of any criminal charges or convictions filed against anyone employed by the Agency to provide services during the Term of this Agreement.

9.3 On the request of the Ministry, the Agency will provide written verification that the CRC of any particular contracted employee discloses no criminal record.

9.4 If the Agency wishes to employ someone to provide services who has not had a CRC in the past six months, the Agency shall:

- (a) identify that person to the Ministry; and
- (b) have a CRC performed as soon as reasonably possible; and
- (c) within three weeks of the date of this Agreement:
 - (i) advise the Ministry in writing that the CRC discloses no criminal convictions; or
 - (ii) if the CRC discloses a criminal conviction, provide the Ministry with a copy of the CRC and the Ministry may require the Agency to replace that employee.

Where the Ministry is satisfied the time limits in this clause are insufficient, the Parties may agree to extend the period for obtaining the CRC for an additional period.

9.5 The Ministry may at any time require anyone employed by the Agency to provide services to undergo a new CRC.

9.6 The Agency shall maintain confidentiality with respect to the information obtained from the Criminal Record Check and shall only use the information to assess the applicant's suitability to provide the services for which he or she has applied.

9.7 The Ministry shall not be responsible for any costs associated with obtaining a Criminal Record Check.

10.0 CONFLICT OF INTEREST

10.1 Agency boards must develop, approve and maintain appropriate governance and conflict of interest policies for its members.

10.2 The policy must be consistent with the policy used by the Government of Saskatchewan (refer to the Saskatchewan Public Service Commission *Human Resource Manual*, <https://taskroom.sp.saskatchewan.ca/how-do-i/access-the-human-resource-manual/section-800-employee-relations>, Section PS 801).

11.0 CONFIDENTIALITY

- 11.1 The Agency acknowledges that the Ministry has a statutory obligation to protect personal health information and personal information in its possession or control pursuant to *The Health Information Protection Act* and *The Freedom of Information and Protection of Privacy Act*.
- 11.2 If the Agency receives documents, data, or information from the Ministry for the purposes of this Agreement which is personal information within the meaning of *The Freedom of Information and Protection of Privacy Act* and/or personal health information within the meaning of *The Health Information Protection Act* (collectively referred to as "Confidential Information"), the Agency agrees that it will:
- (a) only use the Confidential Information in a manner consistent with *The Freedom of Information and Protection of Privacy Act* and *The Health Information Protection Act*, as the case may be;
 - (b) keep the Confidential Information separate and apart from other information and not combine the Confidential Information with other information;
 - (c) not use the Confidential Information for any purpose other than the provision of services under the Agreement;
 - (d) make the Confidential Information only accessible to those of its employees who require it to perform the services and shall ensure that the employees are aware of and abide by the obligations of clause 11.2;
 - (e) immediately advise the Ministry if it knows or suspects that the Confidential Information has been or may have been compromised, or if any provision of clause 11.2 has been breached; and
 - (f) promptly return the Confidential Information to the Ministry when it is no longer required to provide the services under the Agreement, and in any event within 30 days after the termination or expiration of this Agreement.
- 11.3 The parties acknowledge that for the purposes of providing the services pursuant to this Agreement, the Agency may be required to collect and use personal health information from its clients. The Agency specifically acknowledges that it is a "trustee" within the meaning of *The Health Information Protection Act* and as such agrees to comply with that Act in the course of providing the services.
- 11.4 The Ministry acknowledges that personal health information in the custody and control of the Agency may only be disclosed to the Ministry in accordance with the provisions of *The Health Information Protection Act*. For greater certainty, the Ministry and the Agency agree to the use and disclosure of personal health information for the purposes of planning, delivering, evaluating or monitoring the services of the Agency.
- 11.5 Upon the expiration or termination of this Agreement, the duties imposed on the Agency as trustee with respect to personal health information in its custody or control

continue to apply until the Agency transfers custody and control of the personal health information to either of the following at the direction of the Ministry:

- (a) another trustee; or
- (b) an information management service provider that is a designated archive within the meaning of *The Health Information Protection Act*.

11.6 Article 11.0 shall survive the expiration or termination of this Agreement.

12.0 NON-LIABILITY OF THE MINISTRY

12.1 The Ministry's responsibility and liability with respect to the Program to be provided by the Agency pursuant to this Agreement is limited solely to the payments to be made by the Ministry in accordance with the terms of this Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 The Agency agrees to save harmless and indemnify the Ministry and any of its employees, officers and ministers, from and against any claims, losses, damages, demands and causes of action of any nature whatsoever, arising directly or indirectly from any wilful or negligent act, omission, or delay on the part of the Agency, its employees, contractors and agents arising from or out of the performance of this Agreement.

13.2 The Agency shall at all times maintain insurance coverage of a type and amounts that are reasonable having regard to the nature of the Agency's activities and the risks associated with those activities.

13.3 Article 13.0 shall survive the expiration or termination of this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING

14.1 The Agency agrees not to assign either directly or indirectly, the rights or obligations pursuant to this Agreement without the prior written consent of the Ministry.

14.2 Any subcontract entered into by the Agency shall not relieve the Agency of any of its obligations under this Agreement or impose any obligation or liability upon the Ministry to any such subcontractor.

15.0 TERMINATION

15.1 Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice of its intention to terminate.

15.2 Notwithstanding clause 15.1, the Ministry may terminate this Agreement immediately by giving written notice of termination to the Agency if the Agency:

- (a) becomes insolvent or bankrupt; or

- (b) makes an assignment for the benefit of creditors, or a receiver or liquidator of its business or property is appointed; or,
 - (c) files a voluntary or involuntary petition in bankruptcy, or proceedings for the winding up of the Agency are instituted.
- 15.3 If any of the parties shall at any time neglect, fail, or refuse to perform any of its obligations under this Agreement (the "defaulting party"), then the other party may serve upon the defaulting party notice of intention to terminate this Agreement specifying the default complained of (the "notice"). If the defaulting party has not remedied all of the defaults set out in the notice within thirty (30) days, the other party may upon the expiration of the thirty (30) days terminate this Agreement by giving notice of termination to the defaulting party.
- 15.4 If the defaulting party is the Agency, the Ministry may withhold payment otherwise payable to the Agency under this Agreement until the default is cured.
- 15.5 In the event that this Agreement is terminated prior to expiration, and subject to the Ministry's right to withhold payment pursuant to clause 15.4 and Article 16.0, the Agency shall be entitled to payment for services provided prior to the date of termination.
- 16.0 SURPLUS AND REFUND**
- 16.1 The Agency shall refund to the Ministry:
 - (a) within one hundred and eighty (180) days of termination or expiration of this Agreement, any funds paid to the Agency pursuant to this Agreement and not spent on the provision or delivery of services prior to the date of termination or expiration. For greater certainty, unspent funds includes any surpluses, reserves or retained funds accumulated by the Agency from funds received from the Ministry pursuant to this or previous agreements;
 - (b) immediately upon a written request from the Ministry, any funds paid to the Agency pursuant to this Agreement for which, in the opinion of the Ministry, there is no satisfactory evidence provided by the Agency that services have been provided.
- 16.2 Notwithstanding clause 16.1, the Ministry may authorize the Agency to retain the surplus funds mentioned in clause 16.1 for purposes substantially similar to or related to the provision of the services, as more particularly set out in the authorization. The authorization must be in writing to be effective.
- 16.3 In addition to any other provision under Article 16.0, the Ministry may reduce or withhold from any payment required to be made to the Agency pursuant to this Agreement where, in the opinion of the Ministry, the amount of funding paid pursuant

to clause 6.1 is in excess of the reasonable cost of delivering the services, or if the scope of services has been reduced pursuant to clause 5.2.

16.4 Any refund owed to the Ministry pursuant to this Agreement shall be a debt due and owing to His Majesty the King in right of Saskatchewan.

16.5 Article 16.0 shall survive the expiration or termination of this Agreement.

17.0 GENERAL

17.1 This Agreement and its Schedules and any subsequent amendments shall constitute the entire agreement of the parties and supersedes all previous agreements between the Agency and the Ministry, which relate to services covered by this Agreement.

17.2 The Agency expressly acknowledges and agrees that it has no authority to act as an agent of the Government of Saskatchewan or the Ministry and will not hold itself out as such an agent.

17.3 No representation or statement not expressly contained in this Agreement or incorporated herein by reference shall be binding upon the Ministry or the Agency as a warranty, condition, or otherwise.

17.4 The Agency agrees to comply with all applicable Federal and Provincial legislation and Municipal bylaws in performing its obligations under this Agreement.

17.5 This Agreement shall be governed by the laws of Saskatchewan.

17.6 No delay, forbearance, or indulgence by any party in enforcing this Agreement shall constitute a waiver of any provision or obligation required to be performed or fulfilled under this Agreement.

17.7 This Agreement is binding on the successors and permitted assigns of the Agency.

17.8 This Agreement, including the Schedules, may be amended by the written, mutual consent of the parties.

17.9 The Agency agrees that it shall at all times maintain itself in good standing as a registered non-profit corporation in Saskatchewan pursuant to *The Non-Profit Corporations Act, 1995* of Saskatchewan, *The Co-operatives Act* or any other as the case may be and shall comply with all requirements under such legislation.

- 17.10 Any notice, report or communication from the Agency to the Ministry under this Agreement shall be delivered to:

Ministry of Health
3475 Albert Street
Regina SK S4S 6X6
Attention: Jocelyn LeBlond, Director
Phone: 306-787-4094 Fax: 306-787-7095
Email: Jocelyn.LeBlond@health.gov.sk.ca

or any such other person and/or address as the Ministry may notify the Agency in writing.

- 17.11 Any notice, report or communication from the Ministry to the Agency under this Agreement shall be delivered to:

ROSC Solutions Group Inc.
365 11150 Jasper Avenue
Edmonton
AB T5K 0C7

Attention: ²⁹⁽¹⁾ Chief Executive Officer
Phone: ²⁹⁽¹⁾
Email: ²⁹⁽¹⁾

or any such other person and/or address as the Agency may notify the Ministry in writing.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

18.0 EXECUTION

Executed on behalf of the **Ministry** this 28th day of June, 2024

J. LeBl
(Signature)

Jocelyn LeBlond
(printed name)

Executive Director
(printed title)
(for Heather Murray)

J. LeBlond
(Witness Signature)

Executed on behalf of the **Agency** this 28 day of June, 2024.

29(1)

(Signature)

29(1)

(printed name)

Chief Financial officer.
(printed title)

28
(Witness Signature)

SCHEDULE A
Schedule of Services

17(1)(c), 17(1)(g)

Service Description

17(1)(c), 17(1)(g)

The Agency shall act in accordance with Section 10 of *The Residential Services Act, 2019*:

10(1) Subject to subsection (3), the minister, or a person appointed by the minister for the purpose, may enter any care facility with respect to which a licence is issued and conduct an inspection or inquiry for the purpose of:

- (a) ensuring the safety and well-being of residents; or
- (b) administering this Act and the regulations.

(2) Every operator shall, at all reasonable times:

- (a) cause the care facility to be open for inspection by the minister or person appointed by the minister; and
- (b) cause all records relating to the operation of the care facility to be available for inspection, or for the purpose of obtaining copies or extracts, by the minister or person appointed by the minister.

(3) The minister or person appointed by the minister shall not enter a private dwelling without a warrant issued pursuant to this Part unless the occupant of the dwelling consents to the entry.

(4) No person shall obstruct or prevent any person who is authorized to make an entry pursuant to this section from entering any premises and carrying out an inspection pursuant to this section.

Deliverables

17(1)(c)

17(1)(c)

SCHEDULE B
Funding Schedule

The Ministry shall pay to the Agency 17(1)(c), 19(1)(b), 19(1)(c)
execution of this Agreement.

paid within thirty days of