

BETWEEN: The Minister of Community Services for the Province of Nova Scotia (hereinafter referred to as the "Minister").

AND

The Social Services Committee of the Halifax Regional Municipality (hereinafter referred to as the "Committee")

AND

The Halifax Regional Municipality (hereinafter referred to as the "Municipality")

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WHEREAS the Social Services Committee of the Municipality is required by Section 9 of the Social Assistance Act, Chapter 432 of the Revised Statutes of Nova Scotia, 1989, (hereinafter referred to as the "Act"), to furnish assistance to all persons in need who reside in the Municipality;

AND WHEREAS the Social Services Committee may with the approval of Council enter into an agreement with the Minister pursuant to Section 7 of the Act for the administration and management of all matters that are the responsibility of the Social Services Committee under the Act;

AND WHEREAS the Council of the Halifax Regional Municipality has approved the entering into of this agreement as required by Section 9 of the Act, and as is evidenced by the resolution of the Municipality attached to this agreement.

AND WHEREAS the Social Services Committee desires to enter into an agreement with the Minister for the administration and management of all matters that are the responsibility of the Committee under the Act;

AND WHEREAS the Municipality wishes to be a party to this agreement in respect of its rights and responsibilities under the Act.

**Interpretation:**

"Act" means the Social Assistance Act, Chapter 432 of the Revised Statutes of Nova Scotia, 1989.

**Services:**

The Minister and the Committee hereby agree as follows:

1. The terms used herein shall have the same meaning as defined in the Act and the Regulations made pursuant to the Act unless the context otherwise requires.
2. The Minister shall provide the Committee with the administrative and management services (hereinafter called the "services") which are required to administer and manage all matters that are the responsibility of the Committee under the Act. The services shall be provided in accordance with the Act and the Regulations made under the Act, and the policies and procedures established by the Minister. Without restricting the generality of the foregoing, the services shall include:
  - (a) the granting, suspension, discontinuance, reduction, increase or resumption of general assistance;
  - (b) the admission of persons to, and discharge planning of persons from Homes for Special Care, where the person is being maintained by public funds;
  - (c) a community based residential program as defined in the policy of the Minister;
  - (d) training and employment support services and Employment Resource Centres;
  - (e) preparation of regular reports which will detail the expenditures made pursuant to the Act and Regulations.

3. The Minister agrees to be responsible for funding arrangements in respect of grant agencies formerly cost shared between the Minister and the Municipal Units of the City of Halifax, the County of Halifax, the City of Dartmouth and the Town of Bedford.
4. It is agreed and understood by the parties to this agreement that the services provided by the Minister shall in all cases be administered under the general supervision of the Regional Administrator of the Department of Community Services or a person designated by the Regional Administrator.
5. The Minister will be responsible for the delivery of the services pursuant to this Agreement at sites to be determined by the Minister and in particular, services will initially be provided at the following sites:  
  
3rd Floor, Duke Tower, Halifax (Community Care Office Only)  
Suite 201, 6960 Mumford Road, Halifax (Social Assistance Offices)  
Suite 202, 6960 Mumford Road, Halifax (Shared Social Assistance/Vocational Rehabilitation Offices)  
Suite 203, 6960 Mumford Road, Halifax (Employment Support Office)  
88 Alderney Drive, Dartmouth (Social Assistance Offices)  
12 Portland Street, Dartmouth (Employment Resource Centre)  
43 Wentworth Street, Dartmouth (F.O.O.D. Program)  
47 Wentworth Street, Dartmouth (Parent Resource Centre)  
70 Memory Lane, Sackville (Social Services Offices)  
11 Glendale Avenue, Sackville (Social Services Offices)  
Sheet Harbour Office (Social Services Office)  
1492 St. Margaret's Bay Road, Lakeside (Social Services Offices)  
51 Forest Hills Parkway, Cole Harbour (Social Services Offices)
6. The Minister may select additional sites for the delivery of social services over and above those specified above and may discontinue delivery of services at any site specified above. Decisions by the Minister in respect of sites shall be made in consultation with the Municipality and shall take into account legal and fiscal consequences to the Municipality of such decisions.

**Legal and Fiscal Arrangements:**

7. The Minister is not responsible for any costs or legal consequences arising from the termination of employees of the Municipality as a result of this agreement. The Minister agrees to pay to the Municipality a sum equal to one half of the salaries of the Municipal Social Services' employees who are either employed by the Municipality or on contract with the Municipality and who are not hired by the Province for the purpose of providing the services described in Section 2.
8. The Minister agrees to honour any existing Agreements that may be in effect on April 1, 1996 between the Municipality or the Committee and a private citizen in relation to treatment of assets and financial contributions for costs for maintaining persons in adult residential centres, regional rehabilitation centres, small options and licensed residential care facilities.
9. The Municipality agrees to subrogate to the Minister all its rights in respect of overpayments being collected from social assistance clients of the Municipality and the Minister agrees to credit to the Municipality its portion of those payments as collected.
10. The Municipality retains its right to legal remedies in respect of clients who are in receipt of assistance from the Committee before April 1, 1996. In addition, if a cause of action is commenced against the Municipality or the Committee in respect of matters that arose before April 1, 1996 in respect of the Settlement Act or services or assistance provided pursuant to the Act, the action shall be defended by the Municipality.

11. The Minister and the Municipality agree that the provisions relating to appeals under the Act and pertaining to social assistance are not affected by this agreement.
- 12(1) The Municipality agrees to pay to the Minister the sum of \$1,833,333 in twelve monthly instalments to be paid at the end of each month commencing on April 30, 1996 for the services described in Sections 2 and 3. This sum represents 1/12 of the actual expenditures of the Halifax Regional Municipality for the programs described in Sections 2 and 3 during the fiscal year 1995-1996.
  - (2) The Minister, the Committee and the Municipality agree that financial contribution of Municipality under this agreement is dependent upon the determination of the actual expenditures of the Halifax Regional Municipality for the programs described in Sections 2 and 3 during the fiscal year 1996-1997. The Municipality, the Committee and the Minister further agree that once that sum is determined it applies to the fiscal year 1996-1997 and for subsequent fiscal years until such time as there is established any new funding formula in consultation with the Union of Nova Scotia Municipalities and the Department of Municipal Affairs and the Development of new legislation for a one tiered integrated Social Assistance Program.
  - (3) It is agreed by the Minister, the Committee and the Municipality that a committee of senior officials of Municipality and the Government of Nova Scotia will further review the terms of financial arrangements between the Minister, the Municipality and Committee and will provide a report to the Minister and the Mayor with analyses and recommendations no later than May 30, 1996.
  - (4) The Minister, the Committee and the Municipality agree that the sum which represents the actual expenditures of the Municipality is subject to analyses, verification and reconciliation and the committee of senior officials described above will address this matter in its report to the Minister and the Mayor.
  - (5) The parties agree to negotiate the financial arrangements in good faith, however, the Municipality is obliged pursuant to this agreement to provide the Minister with financial contributions and the Minister agrees that the financial contribution will not exceed \$22,000,000.00. The parties agree that if no other agreement is reached with respect to the financial contribution of the Municipality, the provisions of this Section apply and the amounts specified in subsection (1) herein are due and payable in their full amount on March 31, 1997, and on March 31 in subsequent years while this agreement is in force.
13. The committee of senior officials will also review and manage the financial reconciliation process associated with this agreement. This includes but is not limited to consideration of leasing/equipment arrangements and the calculation of any savings which result from the Minister assuming the Committee's responsibilities under Section 9 of the Act. The Minister agrees that 50% of any such savings are to be paid to the Municipality.
14. The Minister will act on behalf of the Committee and the Municipality in respect of the rights and responsibilities of the Municipality in the determination of settlement and the legal obligation arising therefrom.
15. The Committee specifically authorizes the Minister to establish policies and procedures required to administer and manage all matters that are the responsibility of the Committee under the Act and Regulations made pursuant to that Act, including the definition of persons in need in accordance with Section 9(1) of the Act. Any such policies and procedures established by the Minister constitute the Municipal Social Services Policy of the Committee and the Municipality.
16. The Municipality authorizes the Minister to do any act or to exercise any right which may be done or exercised by the Municipality or the Committee under the Act and Regulations.

**Privacy Issues:**

17. The Minister and the Municipality agree that on April 1, 1996 that the files pertaining to Municipal Assistance clients of the Municipality will be within the custody and control of the Department of Community Services and as such come within the provisions of the Freedom of Information and Protection of Privacy Act.
18. The Minister and the Municipality agree that on April 1, 1996, the personnel files of staff of the Municipality who are transferred to the Province will be within the custody and control of the Department of Community Services and as such come within the provisions of the Freedom of Information and Protection of Privacy Act.
19. The Minister and the Municipality agree to establish a mutually acceptable mechanism to regularly communicate and report to the Council of the Halifax Regional Municipality and to receive input and comment from councillors. It is also agree staff of the Department of Community Services will diligently respond to inquiries from municipal councillors in a timely manner and in a manner which recognizes the client's right to privacy.

**Term:**

20. This agreement shall come into force on the 1st day of April 1, 1996 and shall continue in force thereafter, providing that the Minister, the Committee or the Municipality may terminate this agreement at any time by giving at least four months notice in writing to the other party or such other notice as the parties agree to in writing.

**Amendment, Review:**

21. The terms and provisions of this agreement may be amended by the parties to this agreement at any time, and such amendment, if agreed to in writing by the parties to this agreement shall form a part of this agreement.

SIGNED on the 9th day of April, 1996.

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Witness

Wayne Conroy  
Witness

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Social Services Committee

Walter Rutzgerald  
Halifax Regional Municipality

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Witness

Shiela Keizer  
Witness

James A. Smith  
Department of Community Services  
for the Province of Nova Scotia