



Equity Youth Health Experience Program Application

Department of Health and Wellness (DHW)

PART 1: Organizational Details

Applicant Organization (official name): _____

Street number Street address Suite/Unit

PO Box City/Town NS Province Postal Code Provincial Health Zone

Phone Number: _____ Email Address: _____

PRIMARY CONTACT

Contact Name: _____ **Role/Title:** _____

Phone Number: _____ **Email Address:** _____

SECONDARY CONTACT

Contact Name: _____ **Role/Title:** _____

Phone Number: _____ **Email Address:** _____

1. Please select an organization type that best describes your organization:

- | | |
|----------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Indigenous Organization | <input type="checkbox"/> Non-Profit/Community/Voluntary Organization |
| <input type="checkbox"/> Part of NSH or IWK | <input type="checkbox"/> Health Clinic/Services Organization |
| <input type="checkbox"/> Health Association Organization | <input type="checkbox"/> Regulated Health Profession Organization |
| <input type="checkbox"/> Post-secondary Institution | <input type="checkbox"/> Other: _____ |

2. Are you registered with the Nova Scotia Registry of Joint Stocks? Yes No Pending N/A

2.1 If yes, provide your Registry of Joint Stocks number: _____

3. Do you currently have a vendor number with the Province of Nova Scotia? Yes No

4. In one paragraph, describe your organization's mandate, general activities & clients you serve?

5. Briefly describe the specific health-related work or activities your organization does to support the health and wellness of your clients/patients ?

PART 2: Workplace Environment Details

6. Does your organization have workplace policies and practices that allow for a supportive working environment for an Indigenous or equity intern, an environment that is respectful and free from discrimination and harassment? Please check all that apply.

- Discrimination policies/practices
- Harassment policies/practices
- Designated hiring policies/practices
- Employment equity policies/practices
- Privacy policies/practices
- Accessibility and Accommodation policies/practices
- Other policies/practices not described above:

7. What policies and practices have you implemented to ensure workplace health and safety?

- First Aid
- WHMIS
- Occupational Safety General Regulations
- Workplace Health and Safety Regulations
- Violence in the Workplace Regulation
- Other policies/practices not described above:

PART 3: Job Details

8. How many positions are you applying for? 1 2

9. Please attach a job description(s) and/or workplan(s) that includes start date, end date, weekly hours, applicant requirements, and job activities/responsibilities

I/we have attached job description(s)/workplan(s)

10. What is the job title(s) of the anticipated intern(s):

1: _____

2: _____

11. The intern(s) will be working: On-site Hybrid

12. Intern #1: What is the job title of their direct supervisor? _____

Intern #2: What is the job title of their direct supervisor? _____

(If applicable)

13. Will the intern(s) be receiving mentoring¹: Yes No Upon the intern's request

¹Mentorship is a relationship between an experienced professional and a less experienced professional or student. Through regular meetings and communications, the mentor will provide help, offer suggestions, share their experiences, and support the skills and career development of the intern (mentee)

14. Preferred level of education of intern(s): High School Post Secondary

PART 4: Funding Details

15. Have you applied or will you apply for other funding sources for this internship opportunity?

Yes No

16. Will you require advance payments to pay the intern(s) should your application be successful?

Yes No

17. Do you currently owe any amount to the Province of Nova Scotia or have any outstanding grant reports that are past due to a Provincial department?

Yes No

18. Have you reviewed the 2024 Province of Nova Scotia Student Pay Plan? Yes No

The 2024 Province of Nova Scotia Student Pay Plan can be found in the [EYHEP Guidelines](#)

19. Will you be providing pay rate above the 2024 Province of Nova Scotia Student Pay Plan?

Yes* No

** If yes, any amounts above pay plan amount is the responsibility of the organization*

PART 5: Attestation and Signature

20. On behalf of my/our organization I/we attest that:

- I/we have read, understood and will comply with the Contribution Agreement for the Equity Youth Health Experience Program (EYHEP)- Attached below;
- I/we have all the necessary authorities, permissions and approvals to submit this application on behalf of my/our organization
- I/we certify and warrant on behalf of the organization and in my/our professional capacity that that the information provided in this Application for EYHEP funding is accurate and complete;

I/We Attest

Signature of Organization's Representative	Signature of Organization's Representative #2 <i>(Where the organization requires two representatives to enter into a legal agreement)</i>
Name (Print):	Name (Print):
Signature:	Signature:
Position Title	Position Title
Date:	Date:

CONTRIBUTION AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF NOVA SCOTIA as represented by the Minister of Health and Wellness (the “**Minister**”)

- and -

[CORPORATE NAME OF RECIPIENT], a body corporate, (the “**Recipient**”)

WITNESSETH:

WHEREAS the Recipient wishes to hire a summer student to work on health-related initiatives;

AND WHEREAS the Minister wishes to provide a financial contribution to offset the Recipient’s expenses in hiring the student;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), and in consideration of the mutual covenants hereinafter contained, the Minister and the Recipient (each a “**Party**” and collectively the “**Parties**”) agree as follows:

1. SUMMER STUDENT

- 1.1 1.1. The Recipient shall hire one person currently enrolled in post-secondary studies (the “**Student**”) to perform the work set out in Schedule “A” (the “**Work**”).
- 1.2 The Recipient shall pay all compensation and other reasonable expenses in relation to the Work, including wages and/ salary, pay in lieu of vacation, reasonable expenses and government remittances, in return for the Work.
- 1.3 The Recipient shall make suitable work space and equipment available to the Student.
- 1.4 The Recipient shall provide suitable training, mentorship, supervision, and feedback to the Student.

2. CONTRIBUTION

- 2.1 Provided the Recipient is in compliance with its obligations hereunder, the Minister shall make a contribution of up to [AMOUNT] to the Recipient (the “**Contribution**”). The contribution amount is set out in Schedule “B”.
- 2.2 The Minister shall reimburse the Contribution as follows:
 - 2.2.1 \$_____ on DATE
 - 2.2.2 \$_____ on DATE
- 2.3 No amount of the Contribution shall be payable unless the Recipient is then in full compliance with its obligations hereunder.

- 2.4 Notwithstanding anything in this Agreement, the maximum amount payable by the Minister hereunder, for all intents and purposes, shall be [AMOUNT].
- 2.5 The Minister may at any time, upon review of the Work or the Recipient's performance of its obligations hereunder, and following consultation with the Recipient, increase or decrease the amount of the Contribution or any part or parts thereof.
- 2.6 Notwithstanding the Minister's obligation to make any payment under this Agreement, such obligation shall not arise if, at the time when a payment under this Agreement becomes due, the Legislative Assembly of Nova Scotia has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. The Minister may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the Province of Nova Scotia's main or supplementary estimates expenditures. The Minister shall not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3. ELIGIBLE EXPENSES

- 3.1 3.1. The Recipient may use the Contribution solely to offset the expenses set out in the budget attached hereto as Schedule "B" (the "Budget") to the extent those expenses are directly required for the performance of the Recipient's obligations pursuant to article 1.2 ("**Eligible Expenses**"). No other expenses are eligible.
- 3.2 For greater certainty, and without limiting the generality of article 3.1, the following types of expenses are ineligible and the Recipient may not claim any amount of the Contribution to offset them:
 - 3.2.1 Compensation for a person other than the Student;
 - 3.2.2 Compensation other than wages, salary, pay in lieu of vacation, required government remittances, and reasonable expenses incurred by the Student;
 - 3.2.3 Recruitment incentives;
 - 3.2.4 Space and equipment;
 - 3.2.5 Capital expenses, including construction or maintenance of facilities;
 - 3.2.6 Excessive or unreasonable travel expenses, including travel to or from the province, as determined by the Minister in the Minister's sole discretion;
 - 3.2.7 Excessive or unreasonable hospitality expenses, including without limitation any alcohol or other drug, or luxury services, as determined by the Minister in the Minister's sole discretion; and
 - 3.2.8 Administrative costs, including without limitation hiring costs.

4. REPORTING

- 4.1 On or before 60 days following the expiry or termination of this Agreement, and at such other times as the Minister may require in the Minister's sole discretion, the Recipient shall report to the Minister, in form and content acceptable to the Minister in the Minister's sole discretion, the following:

- 4.1.1 project outcomes as set out in Schedule A;
 - 4.1.2 financial statements, in form and content acceptable to the Minister in the Minister's sole discretion and,
 - 4.1.3 any other record, data or information requested by the Minister, concerning the Contribution, the Student, the Work, and the Recipient's activities and performance hereunder.
- 4.2 The Minister may require the financial statements required by article 4.1.2 to be audited by a qualified person or firm acceptable to the Minister in the Minister's sole discretion, at the cost of the Recipient, and the Minister, acting reasonably may extend the deadline to deliver such financial statements to provide sufficient time for the audit.

5. NO ADDITIONAL FUNDS.

- 5.1 Nothing in this agreement creates any undertaking, commitment or obligation by the Minister respecting additional or future funding beyond the Contribution, and the Minister shall have no responsibility to pay the Recipient in respect of any costs or expenses incurred before or after the Term, or that exceed the Contribution payable under this Agreement.

6. AUDIT & EVALUATION.

- 6.1 During the Term, and for at least seven (7) years afterward:
- 6.1.1 the Recipient shall keep proper and detailed records and statements of account, including receipts, vouchers and all other documents related to the Student, the Work, and the Recipient's use of the Contribution;
 - 6.1.2 the Recipient shall at all reasonable times permit inspection, audit, copying and removal of copies of the records referred to in article 6.1.1 by the Minister or the Minister's appointed agent or representative; and,
 - 6.1.3 the Recipient shall make available to the Minister or the Minister's appointed agent or representative, for purposes of evaluation of the Work and this Agreement, such employees and others engaged by the Recipient who are or were involved in the performance of the Recipient's obligations hereunder.

7. TERM AND TERMINATION.

- 7.1 This Agreement shall be effective as of [start date] and shall expire on [end date], unless terminated earlier in accordance with this Agreement (the "Term").
- 7.2 Notwithstanding article 7.1, this Agreement may be terminated by either party at any time, provided the terminating party gives the other party at least thirty (30) days prior written notice.
- 7.3 In the event the Minister gives notice of termination pursuant to article 7.2, the Recipient shall immediately take such actions, or refrain from taking such actions, or implement such measures as the Minister may reasonably require for the purposes of limiting costs and expenses during the notice period.
- 7.4 Notwithstanding article 7.1, this Agreement shall immediately terminate if:
- 7.4.1 a resolution is passed or a petition is filed for the Recipient's liquidation or winding up;

- 7.4.2 the Recipient commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - 7.4.3 a bankruptcy petition is filed or presented against the Recipient or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Recipient;
 - 7.4.4 a compromise or arrangement is proposed in respect of the Recipient under the Companies Creditors Arrangement Act (Canada) or any legislation of similar purport;
 - 7.4.5 a receiver or receiver-manager of any of the Recipient's property is appointed; or,
 - 7.4.6 the Recipient ceases, in the Minister's reasonable opinion based on generally accepted accounting principles, to carry on business as a going concern.
- 7.5 In the event of termination before the expiry of the Term, the Contribution shall be limited to and shall not exceed an amount which, in the opinion of the Minister, is reasonable payment for the Recipient's partial performance of its obligations hereunder as of the date of termination.
- 7.6 Any warranty, representation, guarantee, indemnity, obligation of confidentiality, obligation to maintain records, obligation to report, obligation to provide records, data or other information, obligation to repay money, rights and obligations in regard to intellectual property, and any other term which by its nature is intended to survive the expiry or termination of this Agreement shall survive any expiry or termination of this Agreement.

8. EXCESS FUNDS.

- 8.1 The Recipient is only entitled to the Contribution as agreed to in this Agreement, and is not entitled to excess money (the "Excess"), which includes, but is not limited to, the following:
- 8.1.1 any advances of the Contribution to the Recipient which remain unspent;
 - 8.1.2 money paid to the Recipient in error or in excess of the Contribution;
 - 8.1.3 money paid to the Recipient in excess of the amount of Eligible Expenses actually incurred by the Recipient in the performance of the Recipient's obligations pursuant to article 1.2 during the Term;
 - 8.1.4 money not used by the Recipient for the purposes of defraying Eligible Expenses permitted by this Agreement, as determined by the Minister in the Minister's sole discretion, acting reasonably
 - 8.1.5 money claimed by the Recipient in respect of ineligible expenses.
- 8.2 Where this Agreement is terminated or has expired, the Recipient shall immediately repay any Excess to the Minister, which shall be a debt due and payable to the Minister.

9. EMPLOYEES.

- 9.1 The Recipient shall, in respect of the Student, the Work and the performance of the Recipient's obligations hereunder:
- 9.1.1 be responsible for the hiring and any and all aspects of the employment of personnel;
 - 9.1.2 be responsible for all employer costs and deductions;
 - 9.1.3 be responsible for all taxes, charges and other public levies;

- 9.1.4 follow clear, transparent, open and fair hiring practices for screening, interviewing, and selecting employees, in accordance with the labour standards of Nova Scotia and the Nova Scotia Human Rights Act; and,
- 9.1.5 follow clear, transparent, open and fair procurement practices for the engagement of consultants, suppliers, service providers and other contractors.

10. WORK PRODUCT

- 10.1 All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Recipient in the performance of this Agreement (collectively the “Materials”) are the exclusive property of the Minister. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials are the sole property of the Minister, are hereby irrevocably assigned to the Minister and the Recipient hereby waives all moral rights in the Materials.
- 10.2 The Minister reserves the right, in the Minister’s sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Recipient in the performance of this Agreement.
- 10.3 The Minister hereby grants a non-exclusive, perpetual, world-wide, royalty-free, non-transferable license for the Recipient to use, reproduce and publish the Materials.

11. PUBLIC ACKNOWLEDGEMENT.

- 11.1 The Recipient will clearly acknowledge the Contribution made by the Minister in any information released or announced to the public concerning the subject matter of this Agreement. Any such release or announcement shall only be made with the prior approval of the Minister in writing. The Recipient shall cooperate with the Minister during the announcement of funding or any official ceremonies relating to the promotion of the Work or the Contribution. The Minister reserves the right to set the time, place, and agenda of any announcement or ceremony.

12. LIABILITY.

- 12.1 The Minister, His Majesty the King in right of the Province of Nova Scotia and his Ministers, and their officers, employees and agents shall not be liable for any injury or damage (including death) to the person or for the loss of damage to property, economic loss, or infringement of rights of the Recipient or any other person, in any manner based upon, occasioned by or in any way attributable to the performance or non-performance of the Recipient’s obligations or otherwise under this Agreement, unless such injury, loss, or damage is caused solely and directly by the negligence of an officer or servant of the Minister while acting within the scope of his/ her employment.

13. INSURANCE.

- 13.1 The Recipient shall, at its own expense, purchase and maintain in full force during the Term any applicable insurance required to protect itself, its employees, its contractors and sub-contractors, their successors and assigns, and their respective directors, officers, employees, agents, and servants, including but not limited to commercial general liability insurance, errors and omissions insurance, and automobile insurance.

13.2 The Recipient shall provide to the Minister certified copies of all insurance policies, in form and content acceptable to the Minister, upon request by the Minister.

14. INDEMNIFICATION.

14.1 The Recipient agrees to indemnify and save harmless the Minister, His Majesty the King in right of the Province of Nova Scotia, and any of their Ministers, officers, employees and agents against all claims, demands, actions, suits or other proceedings, of every nature and kind arising from or in consequence of the performance of the Recipient's obligations hereunder or the Recipient's failure to act under this Agreement, whether or not the Minister is named a party in such actions, suits or proceedings.

15. FRAUD, MISREPRESENTATION, MISCONDUCT.

15.1 If the Minister determines in the Minister's sole discretion that there has been any fraud, misrepresentation or misconduct by the Recipient, the Minister shall have the right to immediately terminate this Agreement and all of the Contribution disbursed at such time shall be immediately repayable by the Recipient to the Minister.

16. CONFIDENTIALITY.

16.1 While this Agreement is in effect, and at all times thereafter, the Recipient shall treat as confidential all data, documents, materials and information in any form, acquired by or to which access has been given to the Recipient by the Minister or any employee or agent of the Minister through the course of performance of this Agreement, and shall cause its officers, employees and agents to comply with any rules or directions made or given by or on behalf of the Minister with respect to the safeguarding or ensuring of the confidentiality of information, data, documents or materials acquired or by which access has been given in the course of or incidental to the performance of this Agreement.

17. WARRANTIES, ETC

17.1 The Recipient hereby warrants and represents to, and covenants with the Minister that:

17.1.1 the Recipient has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this Agreement and all necessary acts and procedures have been taken in order to authorize this Agreement;

17.1.2 the Recipient shall hold all permits, licenses, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;

17.1.3 the Recipient shall, in respect of the performance of this Agreement, comply with any law, rule, statute, regulation, order, judgment, decree, bylaw, or other requirement having the force of law relating or applicable to with respect to any person, property, transaction, event or other matter, including any interpretation of the law (or any part) by any person with legal jurisdiction to interpret it, or legally charged with its administration or interpretation, subject to applicable appeal processes;

17.1.4 the Recipient is and shall remain duly organized, registered and validly existing under the laws of Nova Scotia or Canada and is qualified to do whatever is necessary to carry out the terms and conditions of this Agreement and has not been dissolved;

17.1.5 the Recipient shall keep current all accounts and pay all debts of the Recipient as they fall due.

18. CONFLICT OF INTEREST.

18.1 The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of the Minister, take steps to eliminate any conflict, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of the Minister, the Minister shall have the right to immediately terminate this Agreement in writing and all of the Contribution disbursed shall be immediately repayable by the Recipient to the Minister.

19. INDEPENDENT PARTIES.

19.1 Nothing in this Agreement shall be construed to imply or create an agency, joint venture or partnership relationship between the Parties and any of their officers, directors, employees or agents, and the relationship of the Parties is that of independent contractors. Nothing in this Agreement creates, or will be construed to create, an employment relationship between the Minister and the Recipient or any of its employees, agents or volunteers.

20. ASSIGNMENT.

20.1 This Agreement shall not be assigned in whole or in part by the Recipient without the prior written consent of the Minister.

21. GOVERNING LAW AND JURISDICTION.

21.1 This Agreement is made under, and will be governed by and construed in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein. The courts of Nova Scotia shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

22. ENTIRE AGREEMENT.

22.1 This instrument, including the schedule, embodies the entire agreement of the Parties hereto with regards to the matters dealt with herein, and there are no understandings or agreements, verbal or otherwise, between the parties except as herein expressly set out. Any amendment to this Agreement must be agreed to by the Parties in writing.

23. INTERPRETATION.

23.1 In this Agreement:

23.1.1 unless the context requires otherwise, words importing the singular include the plural and vice-versa and words importing gender include all genders; and,

23.1.2 the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

24. ENUREMENT.

24.1 This Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto and their respective successors and permitted assigns.

25. SEVERABILITY.

25.1 If any provision of this Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement will continue to be in full force and effect.

26. WAIVER.

26.1 The failure of the Minister to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of the Minister's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by the Recipient of the provisions of this Agreement, unless such waiver is in writing and signed by the Minister. For greater clarity, the written waiver by the Minister of any breach of any provision of this Agreement by the Recipient shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of this Agreement.

27. FORCE MAJEURE.

27.1 In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

27.2 The Minister may terminate this Agreement with immediate effect if a force majeure prevents the performance of this Agreement for more than thirty (30) days.

28. NOTICE.

28.1 For the purposes of this Agreement, any notice required to be given pursuant to this Agreement shall be deemed to be adequate if sent prepaid post or email, as follows:

To the Minister:

Department of Health and Wellness
1894 Barrington Street
Halifax, Nova Scotia B3J 2R8
ATTENTION: Executive Director, Equity and Engagement
EMAIL: health.equity@novascotia.ca

To the Recipient:

[Name of Recipient]

[Mailing address of Recipient]

ATTENTION: [title of authorized contact for Recipient]

[Non-personal, regularly monitored email address for Recipient]

29. COUNTERPARTS.

29.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto by their duly authorized signing officers.

(signature of witness)

Name: _____

(signature of witness)

Name: _____

**HIS MAJESTY THE KING IN THE RIGHT OF
THE PROVINCE OF NOVA SCOTIA**

(signature)

Name: _____

Title: _____

Date: _____

[CORPORATE NAME OF RECIPIENT]

(signature)

Name: _____

Title: _____

Date: _____

**SCHEDULE "A"
JOB DESCRIPTION
AND WORK PLAN**