

# Agenda Including Addeds

## Community and Protective Services Committee

The 1st Meeting of the Community and Protective Services Committee

December 5, 2023

4:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors E. Pelozza (Chair), H. McAlister, J. Pribil, S. Trosow, D. Ferreira

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [CPSC@london.ca](mailto:CPSC@london.ca) or 519-661-2489 ext. 2425.

Pages

### 1. Call to Order

1.1 Disclosures of Pecuniary Interest

1.2 Election of Vice Chair for the term ending November 30, 2024

### 2. Consent

2.1 Farquharson Arena Amending Agreement

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2.2 SS #2023-333 - Single Source Award – Life Stabilization Short-Term Counselling

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2.3 WITHDRAWN - Winter Response Contract Between The Corporation of the City of London and London Cares

### 3. Scheduled Items

### 4. Items for Direction

### 5. Deferred Matters/Additional Business

Content warning: This part of the agenda has details of pregnancy loss, which may cause discomfort. If you or someone you know requires support, you can contact:

- Employee Assistance Program, 1-844-880-9142 (City of London Staff)
- Reach Out 24/7 phone service (confidential mental health and support services), 519-433-2023

5.1 *(ADDED) Councillor S. Trosow – Amendment to the Streets By-law (S-1) to Regulate the Display of Graphic Images on the Streets in the City of*

55

*London*

a. *(ADDED) K. Dean*

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**6. Adjournment**

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

**Subject:** Farquharson Arena Amending Agreement

**Date:** December 5, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on December 19, 2023, to:

- a) approve the Farquharson Arena Amending Agreement attached as Schedule “A” to the proposed by-law, between the Thames Valley District School Board (TVDSB) and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the Amending Agreement; and,
- c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to authorize and execute any administrative actions in connection with this matter.

## Executive Summary

This report is seeking City Council approval of the Amending Agreement for Farquharson Arena between the TVDSB and The Corporation of the City of London, noting that the amendments introduced are generally housekeeping in nature given the date of the original agreement from 1971.

## Linkage to the Corporate Strategic Plan

The Farquharson Arena Amending Agreement is aligned with the following strategic area of focus and outcome in the City of London’s 2023 - 2027 Strategic Plan:

- Well Run City - The City of London has effective facilities and infrastructure management.

## Analysis

### 1.0 Background Information

#### 1.1 Background and Purpose

The Board of Education for the City of London, the Public Utilities Commission of the City of London (the “Commission”), and The Corporation of the City of London entered into a formal agreement on July 21, 1971, attached as Appendix “B” (the Farquharson Arena Use Agreement), for the purposes of building and operating an arena on Board of Education owned lands. This agreement outlines the roles, responsibilities, and commitments of each party in the use, operations, and maintenance of Farquharson Arena.

The following are important highlights of the agreement:

- The Commission shall operate and maintain the skating arena during the term of this agreement at the expense of the Commission.

- During the term of this agreement, the Board shall have the use without the charge of the skating arena for its purposes between the hours of 9:00 a.m.- 5:00 p.m. each day during the months of January to June inclusive and September to December inclusive, except Saturdays, Sundays, Statutory Proclamation and School Holidays.

The Thames Valley District School Board has assumed the role of the Board of Education under this agreement by way of its creation on January 1, 1998. The City of London has assumed the role of the Commission under this agreement by way of the dissolution of the PUC on January 1, 1993.

The term of the agreement is for fifty (50) years (1971-2021), with two (2) possible successive terms of ten (10) years each, which shall be made on the written request of the Commission (now the City).

In 2021, the year of expiry for the initial fifty (50) year term (1971-2021), Civic Administration provided written notice to the TVDSB requesting the first extension of ten (10) years, which was received by the TVDSB. At that time, both parties agreed that some housekeeping amendments should be undertaken to have the agreement better reflect current state.

The purpose of this report is to present, for City Council's consideration and approval, those housekeeping amendments in the form of the Amending Agreement attached as Schedule A.

## **1.2 City of London Current Inventory and Future Needs for Arenas**

The City of London facilitates public access to 22 indoor ice pads at 11 facilities, including the four ice pads at Western Fair Sports Centre that are operated through a third-party agreement.

As noted in the [Parks and Recreation Master Plan](#), overall demand for indoor ice activities is not increasing as fast as London's population and it is recommended that the City maintain a supply of 22 indoor ice pads until at least 2031. During this time, new arenas should only be provided as replacement facilities, typically through efficient multi-pad designs in conjunction with other community spaces.

Recommendation 61 in the [Parks and Recreation Master Plan](#) states the following:

"Include two ice pads as part of the proposed multi use community centre in Southeast London. Upon opening, remove the ice pads at Farquharson Arena from the inventory. Continue discussions with the landowner (Thames Valley District School Board) regarding the future of Farquharson Arena." (pg. 64).

Extending the Farquharson Arena Use Agreement with the Thames Valley District School Board for the ten (10) year term in 2021 provided City Council the mechanism to maintain the supply of 22 ice pads.

## **2.0 Financial Impact/Considerations**

There are no financial impacts associated with this report or City Council's approval of the attached Amending Agreement. Civic Administration has all required operating and capital dollars in approved budgets for the operation and maintenance of Farquharson Arena.

## **Conclusion**

Farquharson Arena plays an important role in the City of London's provision of indoor ice pads, assisting the ice system in having appropriate supply to meet community demand and supports the City of London's deliverables as outlined in the [Parks and Recreation Master Plan](#).

**Prepared and Submitted by: Jon-Paul McGonigle, Director, Recreation and Sport**

**Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services**

- c. Sachit Tatavarti, Solicitor, City Solicitors Office, Legal Services
- Kelly Dawtrey, Solicitor, City Solicitors Office, Legal Services
- Anna Lisa Barbon, Deputy City Manager, Finance Supports and City Treasurer

Bill No.

By-law No.

A by-law to approve the Farquharson Arena Amending Agreement between the Thames Valley District School Board and The Corporation of the City of London.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Farquharson Arena Amending Agreement between the Thames Valley District School Board and The Corporation of the City of London attached as Schedule "A" is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated the authority to authorize and execute any administrative actions in connection with this matter.
4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

## Schedule A

AMENDING AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN:**

THAMES VALLEY DISTRICT SCHOOL BOARD

Hereinafter called the "BOARD"

OF THE FIRST PART

**-AND-**

THE CORPORATION OF THE CITY OF LONDON

Hereinafter called the "CORPORATION"

OF THE SECOND PART

WHEREAS The Board of Education for the City of London and The Public Utilities Commission of the City of London and the Corporation of the City of London entered into an agreement dated July 21<sup>st</sup>, 1971 in relation to the construction and maintenance of Farquharson Arena (the "Agreement");

WHEREAS The Board of Education for the City of London was amalgamated into the THAMES VALLEY DISTRICT SCHOOL BOARD effective January 1, 1998

WHEREAS pursuant to the *London-Middlesex Act, 1992*, SO 1992, c 27, The Public Utilities Commission of the City of London was dissolved and its role was assumed by the Corporation of the City of London ("Corporation") effective January 1, 1993;

WHEREAS the City provided formal notice for the extension of the Agreement for an additional 10-year term on October 20, 2021;

AND WHEREAS the parties have agreed to amend the Agreement under the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree, each with the other, as follows:

1. The foregoing recitals are true in substance and fact.
2. All references to "The Board of Education for the City of London" in the Agreement are hereby replaced with "Thames Valley District School Board", also referred to as "the Board".
3. The Corporation of the City of London shall assume all obligations of The Public Utilities Commission of the City of London under this Agreement. All references to "The Public Utilities Commission of the City of London" in the Agreement are hereby replaced with "The Corporation of the City of London", and all references to the "Commission" are replaced with the "Corporation".
4. The parties agree to the amend the Agreement as follows:
  - a) The following recital be deleted in its entirety:
    - "AND WHEREAS the management and control of skating arenas in the City of London are vested in the Commission, the same having been delegated by the Corporation."

b) Section 1 shall be amended by deleting the words:

- “and provided further that the Commission may at its option terminate this agreement upon the expiry of the period of Twenty-Five (25) years from the date hereof or at any time thereafter upon giving to the Board at least Three (3) months' prior notice in writing; provided that should the Commission exercise its option to terminate as herein provided, at that time the Board shall have the option to require the Commission to remove the skating arena which the Commission shall do expeditiously and in a workmanlike manner at its own expense.”

The following words shall replace the deleted section above:

- “and provided further that the Corporation may at its option terminate this agreement at any time thereafter upon giving to the Board at least ninety (90) days prior notice in writing; provided that should the Corporation exercise its option to terminate as herein provided or upon the end of the Agreement term, the Board shall have the option to require the Corporation to remove the skating arena, provided notice in writing is received by the Corporation within thirty (30) days of the end date of this Agreement. The Corporation will be responsible for any costs incurred by them to complete the demolition to the satisfaction of the Board, acting reasonably, which shall be completed as soon as practicable and no later than one (1) year from receiving the Board's notice to remove the skating arenas.”

c) Section 5 of the Agreement shall be amended by deleting the following:

“Provided that the Board shall at its expense heat the skating arena change rooms for so long as Tecumseh Public School and South Secondary School shall be operated as a unit of the school system.”

d) Section 6 shall be deleted in its entirety. The use of the Farquharson Arena will operate in accordance with the relevant joint use agreements in force and effect between the parties.

e) Section 10 shall be deleted in its entirety and replaced with the following:

“Any notice required to be given to the Corporation shall be sufficiently given if mailed by registered mail to 300 Dufferin Avenue, PO Box 5035, London, ON, N6A 4L9 and any notice required to be given to the Board shall be sufficiently given if mailed by registered mail to 1250 Dundas Street, London, Ontario or such other address, notification of which has previously been provided by the parties.”

5. The parties represent and warrant that they have the right, full power and authority to agree to amend the Agreement as provided in this Amending Agreement.
6. The terms, covenants and conditions of the Agreement remain unchanged and in full force and effect, except as modified by this Amending Agreement. All capitalized terms and expressions when used in this Amending Agreement have the same meaning as they have in the Agreement, unless a contrary intention is expressed in this Amending Agreement.
7. This Amending Agreement shall inure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Corporation and the permitted successors and permitted assigns of the Board.
8. It is understood and agreed that all terms and expressions when used in this Amending Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Agreement.



IN WITNESS WHEREOF the Board has affixed its corporate seal, attested by the hands of its daily authorized officers this \_\_\_\_\_ day of \_\_\_\_\_.

Witness:

THAMES VALLEY DISTRICT SCHOOL BOARD

PER: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*I/We Have the Authority to Bind the Corporation*

IN WITNESS WHEREOF the Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law No. \_\_\_\_\_ of the Council of the Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_,

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

A2993

THIS AGREEMENT made in duplicate this 21<sup>st</sup> day of JULY, A.D. 1971.

B E T W E E N:

THE BOARD OF EDUCATION FOR THE CITY OF LONDON

Hereinafter called the "BOARD"

of the FIRST PART

and

THE PUBLIC UTILITIES COMMISSION OF THE CITY OF LONDON

Hereinafter called the "COMMISSION"

of the SECOND PART

and

THE CORPORATION OF THE CITY OF LONDON

Hereinafter called the "CORPORATION"

of the THIRD PART

WHEREAS the Board is the registered owner of certain lands in the City of London, more particularly described in Schedule "A" attached hereto, hereinafter referred to as the "said lands";

AND WHEREAS the said lands are part of a school site for Tecumseh Public School;

AND WHEREAS it is necessary and desirable that the said lands be used for an educational purpose and for the promotion and encouragement of athletics and for use by the general public for athletic and recreational purposes;

AND WHEREAS the Board desires to enter into an agreement with the Commission for the joint use of educational facilities;

AND WHEREAS the provision of such facilities and the contemplated use thereof in accordance with this agreement does not appear to interfere with the proper conduct of the Tecumseh Public School and South Secondary School and is for the benefit of the general public;

AND WHEREAS the management and control of skating arenas in the City of London are vested in the Commission, the same having been delegated by the Corporation.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements herein reserved, and in consideration of ONE DOLLAR (\$1.00) now paid by each party to the other, the receipt whereof is hereby respectively acknowledged, the parties hereto hereby covenant and agree as follows:

1. In this agreement, "the term of this agreement" shall mean the period of Fifty (50) years commencing from the date hereof and the extension thereof for successive terms of Ten (10) years each, which said extension shall be made on the written request of the Commission, provided that if the Board requires the said lands for the purposes associated with education, the term of this agreement shall not be extended and shall come to an end on the expiry of the said period of Fifty (50) years and of any Ten (10) year extension theretofore made; and provided further that the Commission may at its option terminate this agreement upon the expiry of the period of Twenty-Five (25) years from the date hereof or at any time thereafter upon giving to the Board at least Three (3) months' prior notice in writing; provided that should the Commission exercise its option to terminate as herein provided, at that time the Board shall have the option to require the Commission to remove the skating arena which the Commission shall do expeditiously and in a workmanlike manner at its own expense. Provided further that in the event the Board shall determine to permanently discontinue the use of Tecumseh Public School and South Secondary School and to sell the school sites occupied thereby or in the event the Board desires to expand the school facilities for purposes other

than a skating arena, the Board shall acquire the rights and interests of the Corporation and of the Commission respectively under the terms of this agreement in the skating arena for the price computed as hereinafter provided, payable within one (1) year following such determination. The price shall be the sum of THREE HUNDRED AND SIXTY THOUSAND, FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$360,524.00) (being the original cost of the presently existing facilities reduced by two per cent (2%) thereof per annum and the cost of the construction work referred to in paragraph 2 hereof) depreciated at the rate of two per cent (2%) of the said sum of THREE HUNDRED AND SIXTY THOUSAND, FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$360,524.00) per annum. Provided further (and notwithstanding that the Board shall have acquired and paid for the skating arena for the price computed as aforesaid) that if during the term of this agreement the Board shall have determined to permanently discontinue the use of Tecumseh Public School and South Secondary School and to sell the school sites occupied thereby as hereinbefore mentioned, and if the Board shall receive a bona fide offer to purchase the said school sites or any part thereof which the Board is willing to accept, then the Board shall give written notice of such offer to the Corporation by sending to it a true copy thereof and the Corporation shall have the right during the next ninety (90) days after the giving of such notice, by written notice to the Board, to elect to purchase the said school sites for the price contained in the said offer payable within one (1) year from the date of giving of notice to the Board as hereinbefore provided. If the Corporation does so elect, the notice given by it shall constitute a binding agreement of purchase and sale. If the Corporation does not so elect, the Board shall be free to sell the said school sites on the terms and conditions set forth in the said offer. If the sites are not sold under the terms of that offer the Board shall be obliged to submit

any further offer to the Corporation by giving written notice thereof to the Corporation in the manner in this clause provided. Upon completion of the acquisition of the skating arena by the Board, this agreement shall thereupon terminate and be wholly at an end except to the extent necessary to give full effect to the right of the Corporation to acquire the said school sites as aforesaid, which said right shall continue in force, for and during the term of this agreement then remaining.

2. The Commission shall construct at its expense and at no cost to the Board a cover or roofing for the two existing skating rinks located upon the said lands in accordance with the plans and specifications prepared by the Commission

and dated the first day of March, 1971 which said plans and specifications have been approved by the Board. The existing two skating rinks and the new construction is hereinafter referred to as "the skating arena".

3. The Commission agrees to execute and perform the construction work with due expedition and in a thorough workmanlike manner subject only to delays beyond the reasonable control of the Commission.

4. It is agreed between the parties that no interest in land is conveyed by the Board to the Commission under this agreement.

5. The Commission shall operate and maintain the skating arena during the term of this agreement at the expense of the Commission in accordance with the reasonable standard of operation

and maintenance prevailing in the City of London from time to time. Provided that the Board shall at its expense heat the skating arena change rooms for so long as Tecumseh Public School and South Secondary School shall be operated as a unit of the school system. Provided that nothing herein shall be construed so as to impose upon the Commission any obligation to expend capital monies (other than the obligation imposed by the provisions of this agreement to construct the skating arena) unless the expenditure is provided by budget.

6. During the term of this agreement, the Board shall have the use without charge of the skating arena for its purposes between the hours of 9 a.m. and 5 p.m. each day during the months of January to June inclusive and September to December inclusive except Saturdays, Sundays, Statutory Proclamation and School Holidays and except any other day during which Tecumseh Public School and South Secondary School is closed for school attendance. Save as aforesaid, the Commission shall have the use of the skating arena for athletic and recreational purposes of the general public under the supervision of the Commission and the right to charge fees for such use as it may determine from time to time.

7. The Commission and the Corporation shall indemnify and keep indemnified the Board and save harmless its officers, servants and agents from and against all actions, claims, suits, executions and demands which maybe brought against or made upon the Board, its officers, servants and agents, and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Board, its officers, servants and agents by reason of or on account or in consequence of the execution and performance of the construction work, or of the non-execution or imperfect execution thereof, or of the supply or non-supply of paint or material therefor.

8. The Commission and the Corporation shall indemnify and save harmless the Board, its officers, servants and agents against any and all liabilities, loss, damages, costs or expenses which the Board, its officers, servants or agents may hereafter incur, suffer or be required to pay by reason of the use and occupation of the premises by the Commission, its servants or agents during the term of this agreement and the Board shall indemnify and save harmless the Commission and the Corporation, its officers, servants and agents against any and all liabilities, loss, damages, costs or expenses which the Board, its officers, servants, or agents may hereafter incur, suffer or be required to pay by reason of the use and occupation of the premises by the Board, its servants or agents during the term of this agreement.

9. The Commission shall maintain adequate insurance coverage to cover all claims, both during the course of construction and during the term of this agreement, which insurance shall include liability insurance; the form of such coverage has been approved by the Board.

10. Any notice required to be given to the Corporation shall be sufficiently given if mailed by registered mail to the Clerk of The Corporation of the City of London, City Hall, London, Ontario and any notice required to be given to the Board shall be sufficiently given if mailed by registered mail to the Director of Education for the City of London, 168 Elmwood Avenue, London, Ontario or at such other address, notification of which has previously been received by the Corporation.

This agreement shall not be assigned in part or in whole by a party without the prior written consent of the other party and subject thereto shall enure to the benefit of and be

binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective proper signing officers.

THE BOARD OF EDUCATION FOR  
THE CITY OF LONDON

Per: RF J. Miller

Per: J. Green CS

THE PUBLIC UTILITIES COMMISSION  
OF THE CITY OF LONDON

Per: E. H. Jones

Per: [Signature] CS

THE CORPORATION OF THE CITY OF LONDON

Per: [Signature]  
Mayor

Per: P. C. Morgan CS  
Deputy Clerk



HOLSTEAD & ORENDORFF  
ONTARIO LAND SURVEYORS  
427 WILLIAM STREET  
LONDON, CANADA  
PHONE 432-1094

DONALD HOLSTEAD, O.L.S.

JOHN R. ORENDORFF, B.S., O.L.S.  
(DECEASED)

April 20, 1971

DESCRIPTION for the London Public Utilities Commission  
Re: Tecumseh Arena

..... City of London, in the County of Middlesex and being composed of Lot Numbers 65, 66 and 67 South of Tecumseh Avenue and Lot Numbers 92, 93 and 94 North of McKenzie Street as closed by By-law and registered as Instrument Number 19420 and part of the lane shown on Registered Plan Number 446 and registered as Instrument Number 8930 all according to Registered Plan Number 446 for the 4th Division of the City of London, Registry Division Number 32.

COMMENCING in the Southerly limit of Tecumseh Avenue at a point distant 153.25 feet Westerly therealong from its intersection with the Westerly limit of Langley Street;

THENCE Westerly along the Southerly limit of Tecumseh Avenue 170.04 feet;

THENCE Southerly at right angles to Tecumseh Avenue 284.5 feet;

THENCE Easterly parallel to Tecumseh Avenue 73.58 feet;

THENCE Southerly at right angles to Tecumseh Avenue 24.67 feet;

THENCE Easterly parallel to Tecumseh Avenue 25.88 feet;

THENCE Northerly at right angles to Tecumseh Avenue 24.67 feet;

THENCE Easterly parallel to Tecumseh Avenue 70.58 feet;

THENCE Northerly at right angles to Tecumseh Avenue 284.5 feet to the place of beginning.



ONTARIO LAND SURVEYOR

THIS IS SCHEDULE "A" PART I to Agreement dated 21<sup>st</sup> July, 1971  
Between THE BOARD OF EDUCATION FOR THE CITY OF LONDON, THE PUBLIC  
UTILITIES COMMISSION OF THE CITY OF LONDON & THE CORPORATION OF  
THE CITY OF LONDON

THIS IS SCHEDULE "A" PART II to Agreement dated 21<sup>st</sup> July, 1971  
between THE BOARD OF EDUCATION FOR THE CITY OF LONDON, THE PUBLIC  
UTILITIES COMMISSION OF THE CITY OF LONDON & THE CORPORATION OF THE CITY  
OF LONDON

EASEMENT DESCRIPTION: BOARD OF EDUCATION TO THE PUBLIC  
UTILITIES COMMISSION FOR THE TECUMSEH ARENA SITE AS  
DESCRIBED IN REGISTERED INSTRUMENT NO'S 8930 AND 19420  
OF R.P. 446 - City of London, in the County of Middlesex.

FIRSTLY:

COMMENCING in the Southerly limit of Tecumseh Avenue at  
a point distant 153.25 feet Westerly therealong from its  
intersection with the Westerly limit of Langley Street;  
THENCE Southerly at right angles to Tecumseh Avenue along  
the Easterly boundary of the Tecumseh Arena property a  
distance of 284.5 feet;  
THENCE Westerly at right angles along the Southerly  
boundary 70.58 feet;  
THENCE Southerly 10.0 feet;  
THENCE Easterly parallel to the Southerly boundary of the  
Tecumseh Arena property 80.58 feet;  
THENCE Northerly parallel to the Easterly boundary of the  
Tecumseh Arena property 294.5 feet;  
THENCE Westerly along the Southerly limit of Tecumseh  
Avenue 10.0 feet to the place of beginning.

SECONDLY:

COMMENCING in the Southerly limit of Tecumseh Avenue at  
a point distant 323.29 feet Westerly therealong from its  
intersection with the Westerly limit of Langley Street;  
THENCE Southerly at right angles to Tecumseh Avenue along  
the Westerly boundary of the Tecumseh Arena property a  
distance of 284.5 feet;  
THENCE Easterly at right angles 73.58 feet;  
THENCE Southerly 10.0 feet;  
THENCE Westerly parallel to the Southerly boundary of the  
Tecumseh Arena property 83.58 feet;  
THENCE Northerly parallel to the Westerly boundary of the  
Tecumseh Arena property 294.5 feet;  
THENCE Easterly along the Southerly limit of Tecumseh  
Avenue 10.0 feet to the place of beginning.

And as shown in red on the attached print of the Survey  
Plan prepared by Holstead & Orendorff, Ontario Land  
Surveyors, dated April 14, 1971.

OWL/mf

DATED JULY, A. D. 1971

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THE BOARD OF EDUCATION FOR  
THE CITY OF LONDON

AND

THE PUBLIC UTILITIES  
COMMISSION OF THE CITY OF  
LONDON

AND

THE CORPORATION OF THE CITY  
OF LONDON

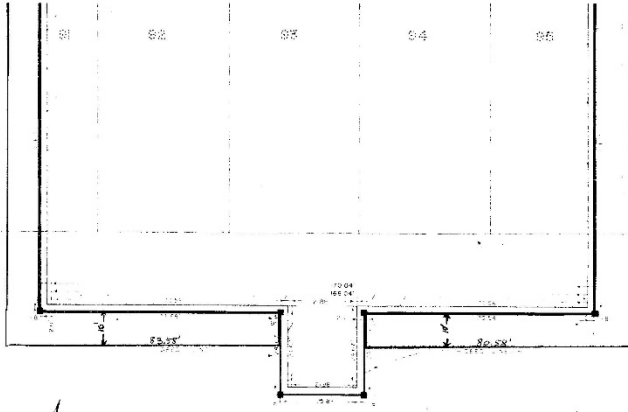
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A G R E E M E N T

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Mitchell, Hockin and Dawson  
560 Wellington Street  
London 12, Canada





This is SCHEDULE "A" PART III to agreement dated 21<sup>st</sup> July, 1971  
 between THE BOARD OF EDUCATION FOR THE CITY OF LONDON,  
 THE PUBLIC UTILITIES COMMISSION OF THE CITY OF LONDON  
 and THE CORPORATION OF THE CITY OF LONDON.

APRIL 14, 1971  
 LONDON, ONTARIO

SEYMOUR HOLSTEAD  
 ONTARIO LAND SURVEYOR

HOLSTEAD & CHENOWETH  
 CIVIL ENGINEERS  
 1000 GERRARD ST. E.  
 TORONTO, ONT. M4W 1G7

## Report to Community and Protective Services Committee

**To:** Chair and Members  
**Community and Protective Services Committee**

**From:** Kevin Dickins, Deputy City Manager, Social and Health Development

**Subject:** SS #2023-333 - Single Source Award – Life Stabilization Short-Term Counselling

**Date:** December 5, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions **BE TAKEN** with respect to report SS #2023-333 - Single Source Award – Life Stabilization Short-Term Counselling, that:

(a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on December 19, 2023, to enter into a Purchase of Service Agreement with Daya Counselling Centre for the delivery of specialized individual services to Ontario Works Participants;

(b) a single source procurement in accordance with s. 14.4(e) of the Procurement of Goods and Services Policy **BE APPROVED** to Daya Counselling Centre to deliver short-term counselling to Ontario Works clients for a term commencing January 1, 2024, through to December 31, 2025, with the option to extend for four (4) additional one (1) year terms, to be invoiced monthly in arrears, up to a maximum annual amount of \$350,000;

(c) The Mayor and the City Clerk **BE AUTHORIZED** to execute the Purchase of Service Agreement approved under section (b);

(d) The Deputy City Manager, Social and Health Development, and the City Manager, **BE DELEGATED** severally the authority and power to:

- (i) represent the City (City Representative) with respect to the Purchase of Service Agreement; and
- (ii) approve and execute amending agreements, and approve additional one-year terms to the Purchase of Service Agreement, that are consistent with the requirements contained in the Purchase of Service Agreement, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London; and

(e) Civic Administration **BE AUTHORIZED** to undertake all other administrative acts necessary in connection with this agreement.

## Executive Summary

The City of London is the Consolidated Municipal Service Manager (CMSM) responsible for administering the Ontario Works program for London and Middlesex on behalf of the Ministry of Children, Community and Social Services (MCCSS).

Ontario Works is a social assistance program designed to provide temporary financial and employment assistance to individuals and families in financial need and that have limited or no means to support themselves. The program aims to assist recipients in achieving self-reliance and independence by providing essential supports and services. Key components of the Ontario Works program include financial assistance to cover basic living expenses; health benefits including, but not limited to, coverage for prescription drugs, dental care, and vision care, and support in developing and implementing a personalized action plan.

The development of an action plan includes addressing an individual's unique barriers that may be preventing a successful transition to employment. Supporting these goals includes referrals to community supports to address health, life skills, crisis, and safety needs. As required, the City of London will enter into agreements for specialized services to ensure the unique needs of Ontario Works clients are met.

The purpose of this report is to seek approval to enter into a Single Source agreement with Daya Counselling Centre for short-term counselling services, as outlined in the attached as Schedule 1 (Municipal Purchase of Service Agreement).

## Linkage to the Corporate Strategic Plan

### Wellbeing and Safety

- London is an affordable and supportive community for individuals and families.

### Well-Run City

- Londoners experience good stewardship, exceptional and valued service.
- The City of London is a leader in public service.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [2022 Ontario Works Participant and Service Delivery Profile](#) (CPSC October 24, 2023)
- [Purchase of Service Agreements-Ontario Works Employment Assistance Services](#) (CPSC December 10, 2018)

### 2.0 Discussion and Considerations

The City of London, through the Life Stabilization division, is responsible for delivering the Ontario Works program to residents of London and supporting their path to employment and life stability. The employment continuum is the progression from being unable to work to being meaningfully employed. Being unable to work may be due to issues such as but not limited to health conditions, lack of caregiving support, or unstable housing. Ontario Works supports clients by helping them identify the barriers that are impeding their path towards employment and providing them with the needed services and supports through action planning.

Person centred supports are offered to address crisis and safety, skills, health needs, gain self-sufficiency and connection with their community. In cases where there is a gap in needed services, Life Stabilization has entered into agreements with service providers as required, to address the identified gaps.

For more than a decade, the City of London has contracted with Daya Counselling Centre (“Daya”) to provide short-term counselling services to Ontario Works clients as part of their life stability and employment journey. Daya has expertise in supporting low-income populations and populations with multiple barriers, and has provided services that include individual, couple and family psychotherapy, group psychotherapy and psycho-educational sessions.

Individual and group psychotherapy addresses personal barriers that may interfere with general functioning such as participating in community activities, attending school, job searching, maintaining employment, and/or participating in employment assistance services. Personal barriers may include, for example:

- Feelings of low self-worth, lack of confidence
- Difficulties solving conflict, relating to others

- Lack of direction
- Difficulties managing day to day stresses
- Utilizing harmful coping strategies
- Feelings of sadness, depression

Through this agreement, Daya will complete an intake within 1-10 business days of client contact, and a therapist will be assigned within an average of 10 business days from intake. In 2022, Daya supported 363 Ontario Works clients with their counselling needs, with an average of 6.2 hours of counselling attended per person. Daya has adequate staffing in place including 25 therapists and can increase the capacity of psychotherapy as needed.

The current agreement with Daya expires December 31, 2023, with no option to renew. The Life Stabilization division is recommending the City of London enter into a new two (2) year agreement with four (4) additional one (1) year extensions, with Daya, as a Single Source Award, to maintain continuity of care for Ontario Works clients currently receiving counselling supports, as well as ensure new clients benefit from the expertise of this service provider.

### **3.0 Financial Impact/Considerations**

The funding required to support operating costs for these services is available in the approved operating budget for Social and Health Development – Life Stabilization.

The costs associated with this contract are estimated at a maximum annual amount of \$350,000. This estimate accounts for a projected increase in Ontario Works caseload over the duration of the agreement. Daya's fees are reasonable in relation to those charged by others in this sector.

## **Conclusion**

In conclusion, the partnership between the City of London's Life Stabilization division and Daya Counselling Centre has proven essential in addressing the diverse needs of Ontario Works clients navigating barriers to employment. With a focus on person-centered supports, Daya's expertise in providing psychotherapeutic services has significantly impacted the well-being of individuals who have received their services.

As the current agreement with Daya approaches its expiration, the Life Stabilization division recommends entering into a new two (2) year agreement, with the option for four (4) additional one (1) year extensions. This strategic decision, supported by a reasonable estimated maximum annual cost of \$350,000 within the existing budget, ensures continuity of care for existing clients and extends the benefits of Daya's expertise to new clients. It is recognized that addressing mental health barriers is an integral part of the employment continuum, making the proposed agreement with Daya a responsible investment in the holistic welfare of our community. Therefore, it is recommended that the City of London moves forward with the proposed agreement, affirming its dedication to supporting residents on their journey towards stability and self-sufficiency.

**Submitted by:** Shirley Glover, Director, Life Stabilization  
**Recommended by:** Kevin Dickins, Deputy City Manager, Social and Health Development



Appendix “A”

Bill No.  
2023

By-law No.

A by-law to approve a Purchase of Service Agreement for Ontario Works Specialized Individual Services between The Corporation of the City of London and Daya Counselling Centre.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the delivery agent for the geographic area of the City of London and County of Middlesex under the *Ontario Works Act*, and in that capacity provides employment assistance;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Purchase of Service Agreement for the delivery of specialized individual services to Ontario Works Participants (“Purchase of Service Agreement”) to be entered into between The Corporation of the City of London and Daya Counselling Centre attached as Schedule 1 to this by-law, IS APPROVED.
2. The Mayor and the City Clerk are authorized to execute the Purchase of Service Agreement approved under section 1.
3. The Deputy City Manager, Social and Health Development, and the City Manager, are severally delegated the authority and power to:
  - (i) represent the City (City Representative) with respect to the Purchase of Service Agreement; and
  - (ii) approve and execute amending agreements, and approve additional one-year terms to the Purchase of Service Agreement, that are consistent with the requirements contained in the Purchase of Service Agreement, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 19, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading -  
Second reading -  
Third reading –

**Schedule 1**

**PURCHASE OF SERVICE AGREEMENT FOR ONTARIO WORKS SPECIALIZED INDIVIDUAL SERVICES**

**THIS AGREEMENT** with effect as of the 1st day of January, 2024,

BETWEEN:

**DAYA COUNSELLING CENTRE**  
(hereinafter referred to as the "Service Provider")

AND

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter referred to as the "City")

**WHEREAS** the City is the delivery agent for the geographic area of the City of London and the County of Middlesex under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A;

**AND WHEREAS** sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

**AND WHEREAS** section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

**AND WHEREAS** the City is interested in securing an organization that will deliver specialized individual services to Ontario Works Participants;

**AND WHEREAS** the Service Provider submitted the proposal dated November 24, 2023, attached and forming **Schedule "A"** of this Agreement ("Proposal"), to provide the Services listed in **Schedule "B"** of this Agreement;

**AND WHEREAS** the Service Provider is a duly incorporated company;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

**1.0 DEFINITIONS:**

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **"Benefit Unit"** has the meaning ascribed to it in the *Ontario Works Act, 1997*, and means a person and all of his or her dependants on behalf of whom the person applies for or receives basic financial assistance
- (b) **"City Representative"** means the person delegated the authority to represent the City.
- (c) **"Participant"** has the meaning ascribed to it in the *Ontario Works Act, 1997* Regulation 134/98, and with respect to employment assistance, means a member of the benefit unit of a recipient of income assistance but does not include,
  - (i) a dependent child who is of pre-school age or attending school, or
  - (ii) a person who receives only temporary care assistance.
- (d) **"Services"** means the administration and provision of one or more of the following components linked to assistance to help a person become and stay employed, as per s. 4 of the *Ontario Works Act, 1997*:
  - (i) Psychotherapy (individual, couple, family, group);
  - (ii) Psycho-educational sessionspursuant to the provisions of the *Ontario Works Act, 1997* and regulations.

## **2.0 TERM:**

### **2.1 Term of Agreement**

Subject to sections 4.15, 9.1, and 9.2 this Agreement shall commence on the **1st day of January, 2024**, and shall expire, without the necessity of notice, on the **31st day of December, 2025**, (the “Term of the Agreement”).

### **2.2 Renewal**

At least 30 days prior to expiry of the Agreement, the City Representative and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in this Agreement for successive one-year periods, up to a maximum of four (4) one-year renewals. Any decision by the City Representative or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City.

## **3.0 OBLIGATIONS OF THE CITY:**

### **3.1 Payment for Services**

Subject to section 3.2, the City shall pay the Service Provider for the provision of Services under this Agreement as set out in **Schedule “C”**. The City shall pay for such Services within 60 days of receipt of an invoice from the Service Provider, however in the event that the City disputes an amount indicated on an invoice, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

3.2 The City, in its sole discretion, may withhold payment, and/or require the Service Provider to repay to the City some or all of the funding for the Services based upon the City’s assessment of the current year’s final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Schedule “E”**.

### **3.3 Roles and Responsibilities**

The roles and responsibilities for the City are as follows:

City staff is responsible for determining the Participant’s ongoing eligibility for Ontario Works. Staff will work with Ontario Works Participants to develop an Action Plan after an assessment of the Participants’ educational background, employment history, job and life goals, skills, qualifications, strengths, interests, and barriers. The Action Plan will include appropriate referrals to approved programs and relevant community supports.

City staff will develop mutually agreed to Action Plans with their Participants that reflect the steps Participants will take to become independent of social assistance. In addition to supporting Participants through this process, staff will ensure person-centred and stability supports are provided to Participants as required.

City staff will monitor service agreements for compliance with the Provincial guidelines and for the Service Provider’s performance according to this Purchase of Service agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Service Provider. Part of this process will include soliciting feedback from Participants on their participation in Purchase of Service Supports.

City staff will work with the Service Provider to resolve problems/issues relating to Participants’ participation in the Services or relating to the Ontario Works program itself. The City will endeavour to resolve matters in a mutually agreeable and timely fashion.

The City is responsible for setting the fee schedules for payments made to the Service Provider, and for verifying, approving and paying invoices based upon supporting documentation received. Payment will be made to the Service Provider based on pre-determined payment schedules. The City will not commit to pay program fees in advance of a Participant’s participation, or where City staff has not made a formal Participant referral.

#### 4.0 OBLIGATIONS OF THE SERVICE PROVIDER:

4.1 Subject to section 4.2, the Service Provider shall provide Services in accordance with this Agreement, the Proposal and the Outcomes as set out in **Schedule “D”** (“Outcomes”).

4.2 The requirements of the Services as set out in the Agreement, the Proposal and the Outcomes may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

#### 4.3 Return of Funds to City

If the Service Provider uses the funds for purposes other than the provision of Services as required under this Agreement, the City may demand the payment of funds equal to those already used by the Service Provider.

#### 4.4 Obligations of the Service Provider

The Service Provider shall:

- (a) provide the Services listed in **Schedule “B”**, as more specifically set out in Section 4 of **Schedule “A”**, and the Outcomes as set out in **Schedule “D”**;
- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every Service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the Services and for coordinating all parts of the Services under this Agreement;
- (d) provide the Services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Services and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the Services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Children, Community and Social Services, or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a quarterly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Schedule “E”**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Services it provides under this Agreement, and acknowledge the City’s involvement in the Services;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws.

#### 4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- shall co-operate and work with Ontario Works staff to evaluate the Service Provider’s approved Services
- shall maintain any and all licences, permit and approvals required to deliver the Services
- shall maintain documentation in employee personnel files to demonstrate ongoing

compliance with confidentiality and vulnerable persons screening, health and safety training

- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form or format as specified by the City of London
- shall assign a representative of the Service Provider to liaise with Ontario Works staff
- shall comply with all instructions of the City of London relating to the City's compliance with the *Municipal Freedom of Information and Protection of Privacy Act*
- have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability
- shall notify Ontario Works immediately of any accidents or incidents at the Service Provider's premises involving a Participant, and complete any documentation required by the City with respect to the accident
- shall not request payment of any charge or fee from Ontario Works Participants who are participating in the approved Services
- shall submit regular reports to Ontario Works, including financial and progress reports. These will be used to assess the program's effectiveness and ensure Purchase of Service Agreement compliance and ongoing accountability
- shall submit Participant screening and outcome reports throughout their participation (and in some cases post-participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider
- shall attend meetings with the City of London's Life Stabilization division, as required, and
- shall only bill the City for Services provided that are beyond the scope of funding received from other government bodies e.g. Ministry of Attorney General, Victim Services. This can be clearly demonstrated during an audit.

#### 4.6 Performance Measures

The City's Purchase of Service agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected Outcomes are outlined in the document in **Schedule "D"**.

Annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- achievement of the program outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- changes to Ontario Works caseload composition, and
- administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- the ongoing ability to make adjustments to programs when needed
- the focus of contracting remains the provision of quality Services to achieve outcomes
- Services respond to changes in participants' needs.

#### 4.7 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Services provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

#### 4.8 Inspection / Review

The City, or persons authorized by the City, is/are entitled, at all reasonable times, to inspect or otherwise review the Services performed under this Agreement and the premises where they are being performed, including satellite locations.

#### 4.9 Compliance Audit

- (a) The Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review Financial and Accounting Records related to Services in this agreement. At the City's request, the Service Provider shall provide the City with information

related to Financial and Accounting Records in an electronic format and/or a printed format.

- (b) The City shall have the right to conduct cybersecurity audits of the Service Provider's systems, processes, and controls as they pertain to the services provided under this Agreement. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

#### 4.10 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

- 4.11 Notwithstanding paragraph 4.10 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

#### 4.12 Personal Information

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

##### Approved Forms – Collection of Personal Information

(b) When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

#### 4.13 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Services provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

#### 4.14 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

#### 4.15 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

#### 4.16 Conflict of Interest

The Service Provider shall ensure that the Services are carried out without a conflict of interest by any person associated with the Services in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

## **5.0 REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:**

- 5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:
- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
  - (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
  - (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
  - (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
  - (e) the Service Provider's facilities are suitable for providing Services under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
  - (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Services.

## **6.0 GOVERNANCE AND ATTESTATION:**

- 6.1 The Service Provider represents, warrants, and covenants that it has, and will maintain in writing, and will follow:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Service Provider, including but not limited to the presence of a business continuity plan, detailing steps to mitigate downtime and maintain operations from threats (environmental, technological, or otherwise);
  - (c) decision-making mechanisms;
  - (d) procedures to enable the Service Provider to manage Funding prudently and effectively, including a Service Provider-provided account at a Canadian financial institution in the name of the Service Provider;
  - (e) procedures to enable the Service Provider to complete its Program successfully;
  - (f) procedures to enable the Service Provider to identify risks to the completion of its Program, and strategies to address the identified risks, all in a timely manner;
  - (g) procedures to ensure compliance with relevant legislation, including the Income Tax Act, Canadian Human Rights Act, Ontario Human Rights Code, French Language Services Act, R.S.O. 1990, c. F.32, Canadian Income Tax Act, and Accessibility in its own operations and those of its Service Partners as per Accessibility for Ontarians with Disabilities Act, 2005, or any successor legislation;
  - (h) procedures to ensure compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
  - (i) an established system of internal corporate controls for assurance purposes as per the COSO framework or equivalent;



- (j) procedures to enable the preparation and delivery of all Reports required pursuant to the Agreement; and
- (k) procedures to enable the Service Provider to deal with such other matters as the Service Provider considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

**Supporting Proof.** Upon request, the Service Provider will provide the City with proof of the matters referred to in this section.

## **7.0 COMPLIANCE WITH LAWS:**

7.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

## **8.0 INDEMNITY AND INSURANCE:**

### **8.1 Indemnification**

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

### **8.2 Insurance**

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

8.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

8.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

8.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Service and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

8.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered.

**9.0 DEFAULT AND TERMINATION:**

9.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money

or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

- (b) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (c) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

9.2 Termination Without Default

Despite any other provisions in this Agreement, the City or the Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of sixty (60) days' prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

**10.0 NOTICE:**

10.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

10.2 Notice to the City shall be addressed to:

The City Clerk  
The Corporation of the City of London  
300 Dufferin Avenue, Box 5035  
London, ON N6A 4L9

10.3 Notice to the Service Provider shall be addressed to:

Attn: Executive Director  
Daya Counselling Centre  
141 Dundas St., 6<sup>th</sup> floor  
London, ON N6A 1G3

10.4 All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

10.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

**11.0 GENERAL:**

11.1 Schedules Forming Part of Agreement

- (a) The parties understand and agree that the following Schedules “A”, “B”, “C”, “D”, “E”, and “F” are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:
- (i) Schedule “A” – Proposal Submitted by Service Provider;
  - (ii) Schedule “B” – List of Services to be Provided;
  - (iii) Schedule “C” – Cost of Services;
  - (iv) Schedule “D” – Outcomes Schedule
  - (v) Schedule “E” – Accounting and Reporting Requirements;
  - (vi) Schedule “F” – Municipal Freedom of Information and Protection of Privacy Act Provisions;
- (b) Where there is any conflict between a provision in the body of this Agreement, and a provision in a Schedule attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the Schedule imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in Schedule “A” and a provision in Schedule “D”, the provision in Schedule “A” shall govern, except where the provision in Schedule “D” imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the body of the Agreement and a provision in a Schedule or a provision in one Schedule and a provision in another Schedule are inconsistent or incompatible and cannot be reconciled.

#### 11.2 Further Acts

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

#### 11.3 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

#### 11.4 Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

#### 11.5 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

#### 11.6 Amendments

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

#### 11.7 Assignment

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

#### 11.8 Enurement

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

#### 11.9 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

11.10 Joint and Several Obligations

The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.

11.11 Execution

The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

11.12 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

11.13 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

11.14 Survival

The provisions relating to liability, indemnity, **Schedule "E"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

**IN WITNESS WHEREOF** the Parties have duly executed this agreement.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**DAYA COUNSELLING CENTRE**

\_\_\_\_\_  
Per:  
Name:  
Title:

\_\_\_\_\_  
Per:  
Name:  
Title:

I/We have authority to bind the Corporation.

**SCHEDULE “A”**  
**Proposal Submitted by Service Provider**

**SECTION 1: EXECUTIVE SUMMARY**

This proposal has been developed by Daya Counselling Centre (Daya) and Family Service Thames Valley (FSTV) in response exploring the continuance of providing access to psychotherapy to Ontario Works (OW) clients. This is a joint proposal with Daya Counselling Centre providing the Lead.

The proposal is for the delivery of Specialized Individual Support; proposed programs specifically include:

- a) Individual (includes couple and family psychotherapy)
- b) Group Psychotherapy
- c) Information Session

In summary,

- Daya and FSTV have enjoyed a collaborative partnership in the provision of psychotherapy services to OW participants since 2001.
- Daya and FSTV are local-based community agencies dedicated to investing in our community.
- Our experience working with low-income populations and populations with multiple barriers is evident (and is in fact our mandate).
- Daya and FSTV have highly qualified psychotherapists to deliver the programs.
- Our partnership ensures OW participants have choice and can access services conveniently.
- Daya and FSTV are established community services; we have enduring, positive, and significant relations with relevant services and networks in the community.
- Daya and FSTV have appropriate policies and procedures to guide the work of the organization, ensuring adherence to current legislation and community standards with respect to confidentiality, accessibility, health and safety, and delivery of professional services.
- Daya and FSTV have and maintain the resources and technical capacity to provide services (includes staffing, computers, phones, website, etc.).
- Daya and FSTV have a proven track record of measuring client outcomes; we are able to demonstrate positive client outcomes for OW participants.

**SECTION 2: COMMUNITY NEED**

Mental health is a fundamental component of overall wellbeing, playing a crucial role in a person's physical health, relationships, and overall quality of life. Timely access to therapy promotes early intervention, allowing individuals to address their mental health concerns before they escalate into more serious issues. This need is greater than ever before with the report on mental health issues nearly doubling over the last ten year and only 24% of people who meet the diagnostic criteria of a mental illness being able to speak to a mental health professional (Statistics Canada 2023).

According to the London Community Foundations 2022 Vital Signs there was nearly a 3% increase in the Low-Income population of London Ontario between 2020 to 2021. This grant is an opportunity for the City of London to invest in Londoners when needed and help them maintain their work, family, or school commitments.

**SECTION 3: CAPACITY**

Daya and FSTV have demonstrated capacity and suitability to deliver Specialized Individual Supports as evidenced by the contract we have maintained with Ontario Works since 2001 to present.

The number of referrals to Specialized Individual Support offered through Daya and FSTV has increased significantly since 2001. Between 2006 and 2011 the number of served clients has grown by over 350%.

The capacity of each organization to meet the administrative and reporting requirements as well as respond to the increase in client numbers has been evident throughout this contract. Staff

roles, number of staff, processes and services offered, and infrastructure continuously has evolved and grown in response to the shifting demands of this service.

The following information is provided to underline that we have the infrastructure, tools, and processes in place to ensure we meet the program and the administrative/reporting requirements of the contract.

Component	Demonstrated Capacity
<p><b>Program Delivery:</b></p> <ul style="list-style-type: none"> <li>▪ Referral</li> <li>▪ Screening and Intake</li> <li>▪ Direct Service</li> <li>▪ Evaluation/</li> <li>▪ Outcome Measurement</li> </ul>	<ul style="list-style-type: none"> <li>▪ Adequate staffing in place including 25 therapists; Daya increases capacity of psychotherapy as needed as therapists are on contract.</li> <li>▪ Daya and FSTV have similar intake processes that ensure clients completes intake within 1- 10 business days of contact.</li> <li>▪ Clients are assigned a therapist within an average of 10 business days from intake.</li> <li>▪ Daya uses <i>Jane App</i> to facilitate communication about a client from referral to exit.</li> <li>▪ FSTV uses <i>Caseworks</i> for client management software and has updated to the new version V4 on September 2023 and plans to update to the latest version V5 on January 2024.</li> <li>▪ Daya and FSTV have completed outcome tracking reports for OW since 2001.</li> <li>▪ Daya and FSTV have completed feedback evaluation with OW participants since 2001.</li> <li>▪ Effective and open communication between Daya/FSTV and OW.</li> </ul>
<p><b>General:</b></p>	<p><u>Daya:</u></p> <ul style="list-style-type: none"> <li>▪ 3 incoming lines; one of which is a fax line; 13 therapy spaces (including 2 accessible spaces) with the option for a group space.</li> <li>▪ Dedicated Voicemail and Extensions for each staff person through Rogers <i>Unison</i> a Voice Over IP system which can be scaled as needed; accessible both on and off-site.</li> <li>▪ Fax, printer on-site.</li> <li>▪ Website (<a href="http://www.dayapsychotherapy.on.ca">www.dayapsychotherapy.on.ca</a>).</li> <li>▪ Each office is equipped with a computer and appropriate updated software. All 13 computers are on a server system.</li> <li>▪ All staff and therapists use the client database, <i>Jane App</i>. The software is easy to use, all training is completed on-site with internal resources. Manual available. Software is supported through existing contracts.</li> <li>▪ All therapists have secure remote access to the data management system at alternate service delivery sites when internet connection is made available.</li> <li>▪ All staff have access to email for internal agency and interagency communication.</li> <li>▪ Technically competent administration staff.</li> </ul> <p><u>FSTV:</u></p> <ul style="list-style-type: none"> <li>▪ 7 incoming phone lines; 1 dedicated fax line; each staff member and IC have an extension and access to a phone. There is access to Wi-Fi service in the waiting room for clients.</li> <li>▪ Voicemail capability for each staff person, accessible both on and off-site.</li> <li>▪ Bell relay capability.</li> <li>▪ Fax, printers on-site.</li> <li>▪ Website (<a href="http://www.familyservicethamesvalley.com">www.familyservicethamesvalley.com</a>)</li> <li>▪ Each counsellor is equipped with a computer and appropriate operating software with appropriate security.</li> <li>▪ All staff has access to email for internal agency and interagency communication – email communication with clients is not encouraged due to security/confidentiality concerns but can be</li> </ul>

	<p>used to communicate re: appointment scheduling only if other options not available.</p> <ul style="list-style-type: none"> <li>▪ All staff and therapists use the client data management system, <i>Caseworks</i>.</li> <li>▪ All counselors have secure remote access to the data management system at alternate service delivery sites when internet connection is made available.</li> <li>▪ Technically competent administration staff.</li> </ul>
<p><b>Administrative and Reporting Requirements:</b></p> <ul style="list-style-type: none"> <li>▪ Monthly invoicing</li> <li>▪ Annual outcome reports</li> </ul>	<ul style="list-style-type: none"> <li>▪ Adequate, competent, and dedicated staff assigned to completing monthly invoices; excellent track record of submitting invoices on time and accurately by the 15<sup>th</sup> of each month.</li> <li>▪ Client management software utilized to provide accurate information for monthly invoicing.</li> <li>▪ Daya and FSTV submit one monthly invoice.</li> <li>▪ Excellent track record of including information about participant attendance and status.</li> <li>▪ Excellent track record of providing meaningful Annual reports.</li> </ul>

## **SECTION 4: PROPOSED PROGRAMS**

### **Program Component**

Specialized Individual Support  
Specialized Group Support

### **Proposed Programs**

1. Individual (includes couple and family psychotherapy)
2. Group Psychotherapy
3. Information Session

### **Overview**

Daya Counselling Centre (Daya) and Family Service Thames Valley (FSTV) are partnering to provide psychotherapy to OW participants with complex employment and social needs. Psychotherapy addresses barriers that are limiting or preventing participants from full participation in daily living and activities.

### **Delivery Sites**

Accessible service is key for Ontario Works participants. We know that reliance on the public transit system poses logistical hurdles for individuals as they negotiate getting to appointments. As such, the location of services becomes paramount. Having services co-located or near other employment and social services facilitates participation.

According to the City of London Ontario Works Participants and Service Delivery Profile (2018):

- The most common language that require interpreter services, Arabic, Spanish, Nepal, Kurdish, Assyrian
- 64.1% of OW clients are in the following catchment areas outside of the London downtown core, Westmount Shopping Centre (24.5%), London East (20%), Northland Mall (19.6%). All three locations have direct bus access to the London downtown core.

The partnership between Daya and FSTV affords the best possible access to service for Ontario Works participants by reducing language and transportation barriers.



<b>Address</b>	333 Dufferin Ave, London, ON N6B 1Z3	500 South St, London, ON N6B 1C3
<b>Hours of Operation (Main office)</b>	Monday to Thursdays 9:00 am to 8 pm Fridays 9:00 am to 5:00 pm	Monday to Thursdays 9:00 am to 8 pm Fridays 9:00 am to 4:00 pm
<b>Accessibility</b>	<p>Daya is located in the downtown core at a new location. Accessibility by bus is readily available as all buses are routed downtown.</p> <p>The downtown location provides participants with the ability to book appointments when they are attending other programs in the downtown area.</p> <p>Parking is available.</p>	<p>FSTV location is accessible to participants; we have a new location with spaces for individual and group psychotherapy, an elevator, and psychotherapy offices on the first and third floors of the building. We are located close to downtown and where multiple city public bus routes are available.</p> <p>FSTV site provides a free parking area for clients.</p>
<b>Languages</b>	<p>English, Spanish, Arabic, French, and American Sign Language.</p> <p>An interpreter service is otherwise purchased from Across Languages as needed.</p>	<p>English, French, Spanish, and Arabic</p> <p>An interpreter service is otherwise purchased from Across Languages as needed.</p>
<b>Accommodations</b>	Wheelchair accessible	Wheelchair accessible
<b>Total Number of Paid Staff:</b>	24	49 across 3 Programs
<b>Program Offered at this site</b>	<p>Individual Psychotherapy</p> <ul style="list-style-type: none"> <li>▪ Short-Term</li> <li>▪ Single Session</li> </ul> <p>Group Psychotherapy Information Sessions</p>	<ul style="list-style-type: none"> <li>▪ Individual Psychotherapy</li> <li>▪ Short-Term</li> <li>▪ Single Session</li> </ul> <p>Group Psychotherapy Information Sessions</p>
<p><b>Programs that may be/are offered offsite (in vivo at another organization)</b></p> <p><i>Travel Costs apply if Clinicians are not contracted to provide programing from the site as part of normal service delivery.</i></p>	<p>Individual Psychotherapy Group Psychotherapy</p>	<p>Individual Psychotherapy Group Psychotherapy</p>

## INDIVIDUAL AND GROUP PSYCHOTHERAPY

### Referral and Screening Process

#### *Referrals*

All OW-eligible participants are referred from Ontario Works by way of email to one of either organization.

Participants may self-refer (without referral), but it is the responsibility of Daya and FSTV to determine the OW-eligibility of the client from OW before proceeding.

### ***Intake/Screening/Eligibility***

At point of contact, an intake appointment is scheduled with the individual. Intakes are booked within 1 to 10 business days. The intake appointment generally is scheduled to occur over the phone; however, face to face intakes may readily be done upon request and generally takes between 15 to 30 minutes.

The purpose of the intake is to provide general information about the organization and psychotherapy, (assess risk and connect), to answer any questions, and to screen for appropriateness of service (or refer to services that fit better the needs of the participant)

The screening is intended to identify information that may suggest psychotherapy at Daya/FSTV (is appropriate as the participant is stable and willing to engage with a community Based Psychotherapy Services) is not appropriate at that moment. Eligibility will be determined on a case-by-case basis. Some criteria that might indicate that the person might not be ready for therapy might be:

- Those experiencing symptoms of an untreated/undertreated mental illness that would interfere with psychotherapy or would suggest that psychotherapy may be harmful. (This may include for example: highly active psychosis, inability to stay focused or be present in a conversation). Daya/FSTV will refer to CMHA or crisis centers.
- Those experiencing a significant emotional crisis that has recently resulted in two or more psychiatric hospitalizations within the past year. Referred to CMHA
- People who are actively physically violent towards others. Referred to Changing Ways, or crisis centers.
- Current Criminal Charges pending, participants will refer to John Howard Society

We recognize that OW may not always be aware of these factors in the participant's lives when they are referred. Should individuals present with any one or more of these non-eligibility criteria, they are referred to more appropriate services. OW is informed if they are not eligible for service.

Psychotherapy is not intended to replace existing services established in the community to meet the advocacy, crisis management, treatment, or case management needs of the OW participant. Participants in need of these services need to be referred to those services.

At intake, clients are asked to identify a goal for psychotherapy, and they are provided with information about the attendance policy. Individuals should be able to have a sense of what they would like to see changed in their lives and be able to commit to attending scheduled appointments.

It is through the screening phase that clients are identified for type of psychotherapy (i.e., individual/couple/family psychotherapy or group) and for language of service.

### ***Target Group***

Participants are individuals:

- Requiring access to psychotherapy services not otherwise available to them (due to finances, capacity issues)
- Participants generally have significant issues that include, but are not exclusive to:
  - Depression, anxiety, addictions, concurrent disorders
  - Historical abuse, trauma
  - Interpersonal conflicts
  - Emotion regulation
  - Unresolved grief
  - Loss
  - Low self-esteem, poor self-concept
  - Coping with change

Participants include (but not limited to):

- People age 16+
- Single parents
- Immigrants/Refugees

- Youth

### ***Addressing Participant Needs***

Individual and group psychotherapy addresses the personal barriers an individual has. Personal barriers may interfere with general functioning such as job searching, attending school, participating in community volunteer activities, maintaining employment, or participating in employment assistance services. Personal barriers may include, for example:

- Feelings of low self-worth, lack of confidence.
- Difficulties solving conflict, relating to others.
- Lack of direction.
- Difficulties managing day to day stresses.
- Utilizing harmful coping strategies (i.e., self-harm, drugs, alcohol, gambling).
- Feelings of sadness, depression.

These personal barriers often result from historical events (i.e., trauma, family dysfunction, and unresolved grief), from current events (i.e., current life stressors), and/or from underlying mental health issues.

Individual and group psychotherapy is aimed at supporting individuals to overcome some of these personal barriers so that they may move forward in their lives.

### ***Psychotherapy Methods***

Psychotherapy uses a number of techniques and methods that include skill development (stress management, problem solving), reframing, goal setting, and more clinically based methods that include Eye Movement Desensitization and Reprocessing (EMDR), Emotional Freedom Techniques (EFT), Internal Family Therapy (IFS), solution focused therapy, Cognitive Behavioral Therapy, bioenergetics, rational-emotive behavior therapy, and narrative therapy.

Regardless of the technique utilized, however, the overall approach is goal-focused and strengths-based; meaning that the focus is on identifying and building on the strengths of the individual to achieve a mutually defined goal.

### **Program Delivery**

#### ***Program Description***

Psychotherapy is a client centered intervention used to address personal issues that limit an individual's ability to fully participate in daily activities.

Participants are eligible for individual psychotherapy, couple/family psychotherapy, or group psychotherapy.

#### ***Individual or Couple/Family Psychotherapy***

##### ***Short-Term***

- Consists of up to ***eight***, 50-minute sessions generally provided weekly or bi-weekly (may vary depending on client choice); where clinically appropriate and with supervisor approval clients may be eligible for up to ***four*** extended sessions.
- The wait period between the completed intake and assignment to a therapist will average no more than 10 business days. The time it takes to assign a client varies and is based on a number of factors that include:
  - Availability of specialty. It may take longer, for example, to assign Spanish or Arabic speaking clients.
  - Specific Time Required: It may take longer to assign a client specifying a particular time and day of the week.
  - Time of year: It may take longer to assign clients immediately following a holiday period (such as Christmas).
  - Peak periods: It may take longer if we are experiencing a surge in referrals.
- Once a client is assigned to a therapist, the therapist calls the client to book the appointment. Appointments are booked at a mutually agreeable time.

## ***Single Session***

Both agencies offer a Single-sessions program (1 session) to respond to an immediate need, such as navigating a stressful situation. Our community has resources for when people are in a mental health crisis (CMHA, 24 helplines); however, there are limited resources to access affordable psychotherapy services in a timely manner (one to two months). There is no single-session (in-person) model available to prevent a crisis. The single-session model is different from the walk-in crisis model. It is a proactive and preventive approach to enhance well-being.

We know the individuals on our waiting lists have taken the first step to ask for help but still face the barrier of affordable psychotherapy and/or have limitations on time, health, or personal matters that compromise their commitment to on-going psychotherapy. We can help improve the emotional stability of those connections by providing on-site psychotherapy and single supporting sessions.

Single sessions are offered virtual or in-person and someone can access the Single session service once they have completed an intake. For Daya and FSTV single sessions are offered based on a person's request and needs during intake. FSTV, additional offer single sessions to Pathways Employment Help Center referrals.

## ***Group Psychotherapy***

Group psychotherapy provides individuals the opportunity to meet with others experiencing similar situations, to gain new information, share experiences and problem-solving strategies, and develop mutual support. Group therapy is also a cost-effective way of supporting more people in a timely manner.

### Family Services Thames Valley

Group support is available at FSTV for adults 16 years of age and older. Groups at FSTV accept 8 to 15 participants depending on the nature or focus of the group. Each group is co-facilitated by a lead therapist and an assistant therapist with a resulting therapist to client ratio ranging from 1:4 to 1:7.

FSTV promotes client participation in psycho-educational and therapeutic groups whenever group work is seen as a meaningful method to address client issues. The Group Program is organized around 3 focus areas: Mental Health, Personal & Family Development, and Trauma & Abuse. The length of the group sessions is 8 to 12 sessions (trauma and abuse groups are longer). The goal is to offer one group per focus area (3 groups per year).

Group programs will include:

- *Mental Health:* Stress and Anxiety Management for Women, Stress and Anxiety Management for Men; and Depression Symptom Management Group
- *Personal and Family Development:* Couples Communication, Rebuilding after Separation and Divorce
- *Trauma and Abuse:* Men Moving Toward Healing Groups for survivors of childhood sexual abuse: Coping and Support Group, Healing the Impact of Abuse Group

### Daya Counselling Centre

While Daya does not have a standing Group Therapy program, our clinical team has experience and the ability to develop and run psycho-educational and therapeutic groups based on need and interest.

Potential group programs can include (but not limited to):

- *Anxiety & Depression support group:* Co-facilitated skills and processing group with the goal of being self-led.
- *DBT Skills:* DBT skills development group.
- *Mindfulness:* Mindfulness development group.

Daya groups would be developed for adults 16 years of age and older with group sizes between 8 to 15 people. The number of facilitators (between 1 to 2) and length of group (between 4 to 24 sessions) will be determined by the size and needs of the group.

FSTV and Daya can develop these group opportunities for Ontario Works clients if there is enough interest in participation. FSTV and Daya will screen Ontario Works referrals for common therapeutic needs and inquire if the client would be interested in group psychotherapy and will inform Ontario Works when there is sufficient interest and demand for a psychotherapy group. The Ontario Works status will remain confidential and not be shared across the group.

### ***Participation and Attendance***

Positive outcomes for psychotherapy are more likely when a person attends psychotherapy of their own volition, is committed to attending, and has a goal for change.

It is within our capacity to initiate contact with all clients referred for psychotherapy. However, given our experience we recommend that:

- OW participants follow up on their referral to psychotherapy by contacting Daya/FSTV.
- OW participants attend psychotherapy as a matter of choice (not a requirement).

One of the central goals of therapy is to support the client and facilitate growth. In order to achieve this, there must be a consistency to the therapeutic work. We strongly encourage clients to commit to attending scheduled appointments. Clients are advised of the policy in regards to missed appointments at intake and at their first appointment.

Clients failing to show for their first appointment will have their files closed. The therapist is not required to contact the client.

Should the client call after the missed appointment the therapist may use their discretion to book another appointment (i.e., if there were extenuating circumstances that led to the no show) or may advise the client that their file has been closed and direct them to call intake to have their file reopened and put back on the waitlist.

### **Subsequent Appointments**

Clients must provide notice for cancellation of appointments. The notice period at Daya and FSTV is 24 hours. Clients are informed of the notice period at intake and by the therapist at their first session. The therapist will speak with the client after a no-show/late cancellation to determine client's ability to commit to attending sessions.

After a third no-show/late cancellation, the clients should be terminated and files closed. Clients may be invited to call back to intake in three to six months time to have their files reopened and/or complete another intake.

Exceptions need the approval of the Executive Director/Program Manager. Generally, if the client is doing good therapeutic work and there are reasonable explanations for absences, the client will be allowed to continue.

### ***Participant Learning Outcomes/Program Outcomes***

Psychotherapy is aimed at improving our client's ability to cope with stress, to manage the demands of living by applying problem solving methods, to challenge and change damaging patterns in relationships and to enable our participants to access personal and social resources available to them so that they may participate more fully in workforce, educational and community activities.

Psychotherapy helps people by increasing their understanding of the situation they are facing, providing a safe place to express and examine painful feelings, developing coping strategies, enhancing self-esteem, and strengthening supportive relationships.

Participants in the individual and group psychotherapy will be expected to achieve:

- Improved self-confidence/self-awareness
- Improved self-management.
- A plan to move forward.
- Increased employment related activity (job search, schoolwork, volunteer work)

### ***Referral***

Ontario Works may identify a specific need for an information-session (info-session) to educate and train new workers about psychotherapy services and/or new participants about therapy services.

Daya and FSTV will receive requests for info-sessions directly from Ontario Works.

Info-sessions will be provided based on training/orientation needs for Ontario Works

Daya and FSTV will have representation at the info sessions to clarify agency specific questions.

### ***Target Group***

New OW participants

Ontario Works caseworkers

## **FOR ALL PROPOSED PROGRAMS**

### **Resources**

Daya and FSTV have the resource materials and technical capacity to carry out the proposed program.

### ***Resource Materials***

All group programs and psycho educational group sessions provide written handouts and materials for two purposes:

- Essential information conveyed in the group or psycho educational session: to eliminate distractions of note taking, ensure that information is delivered in more than one format, and for future reference and reflection.
- Self-reflective exercises: to assist people in examining their personal situation and applying the group material to their own circumstance and as a potential catalyst for group discussion.

### ***Program Delivery Staff***

Therapists with Daya Counselling Centre and Family Service Thames Valley possess a set of specialized skills and experience to deliver the programs; all therapists have a Master's level of education.

### **Monitoring and Reporting Program Activities and Outputs**

The following schedule and information is proposed for monitoring and reporting on program activities and outputs.

<b>Output Category</b>	<b>Reported information</b>	<b>Monitoring Tools</b>	<b>Reporting Cycle</b>
Intake results	<ul style="list-style-type: none"><li>▪ New clients</li><li>▪ Average waitlist for service (# of days between intake to being assigned to a therapist).</li><li>▪ Average waitlist for service (# of days between intake to first available appointment).</li></ul>	Client database	Monthly invoice
Participant Attendance	<ul style="list-style-type: none"><li>▪ # attended appointments</li><li>▪ # missed appointments</li><li>▪ # of total appointments</li></ul>	Client database	Monthly invoice

Participant Status	<ul style="list-style-type: none"> <li>▪ File status (open, closed)</li> <li>▪ End date (date file is closed).</li> <li>▪ Participation in extended sessions.</li> </ul>	Client database	Monthly invoice
Annual Service Data	<ul style="list-style-type: none"> <li>▪ # of completed intakes (new files)</li> <li>▪ # of new clients receiving extended sessions</li> <li>▪ Total number of sessions (attended and missed)</li> <li>▪ Show rate</li> <li>▪ Average number of sessions per participant</li> <li>▪ # of clients served in psycho educational sessions.</li> </ul>	Client database	Annual Report
Demographics	<ul style="list-style-type: none"> <li>▪ Gender</li> <li>▪ Age</li> <li>▪ Presenting issues</li> </ul>	Client database	Annual Report

### **Tracking Employment Outcomes**

Clients participating in individual and group psychotherapy will be asked to complete a feedback questionnaire at the end of psychotherapy.

Key Outcomes	Indicators	Benchmark	Evaluation Tool	Measurement Interval	Reporting Cycle
My confidence in being able to achieve my goals	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> <li>▪ Greatly increased</li> <li>▪ Increased</li> <li>▪ Neutral</li> <li>▪ Decreased</li> <li>▪ Greatly decreased</li> </ul>	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to cope with current or future life stressors	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> <li>▪ Greatly increased</li> <li>▪ Increased</li> <li>▪ Neutral</li> <li>▪ Decreased</li> <li>▪ Greatly decreased</li> </ul>	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My general sense of well being	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> <li>▪ Greatly increased</li> <li>▪ Increased</li> <li>▪ Neutral</li> <li>▪ Decreased</li> <li>▪ Greatly decreased</li> </ul>	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to deal with the situation that brought me to psychotherapy	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> <li>▪ Greatly increased</li> <li>▪ Increased</li> <li>▪ Neutral</li> <li>▪ Decreased</li> <li>▪ Greatly decreased</li> </ul>	80% will report improvement	Client Feedback survey	Postvention	Annual Report

Participant satisfaction	Clients asked to report on the following: <ul style="list-style-type: none"> <li>Satisfaction with their overall therapy experience</li> </ul>	90% will report they were satisfied	Client Feedback survey	Postvention	Annual Report
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**SECTION 5: PROPOSED RATE SCHEDULE**

Proposal updates to rates due to growing operating costs over the last 12 years. These rates will be reviewed every two years to ensure that they meet OW and Daya/FSTV need; and can be adjusted as needed.

Item	Proposal	
<b>Per session fee for individual psychotherapy</b>	\$125/hour	2012 Rate: \$96.00  Increase of \$29 (30%) 2.7% increase per year over 11 years to meet the demands of growing costs.
<b>Per session fee for participant no shows</b>	25% of per session rate (\$31.25)	2012 Rate: \$25.00  To account for an increase in administrative costs
<b>Per 2-hour group session fee (1 facilitator)</b>	\$300 Participant Limit: 8	2012 Rate \$55.00/participant  The cost for an 8-person group would have been \$440. This would reduce the costs for groups.
<b>Per 2-hour group session fee (2 facilitators)</b>	\$500.00 Participant Limit: 15	The cost for a 15-person group would have been \$1440. This would reduce the costs for groups.
<b>Travel Cost</b>	1-hour of Clinician Cost plus mileage (\$0.55/km)	Standard traveling expense for Clinician to provide services offsite (in vivo at another organization)
<b>Intake/Screening/Eligibility</b>	To assess risk (including Intimate Partner Violence) and connect the OW participant with crisis services when needed.	
<b>30-minute Information Session +15-minute Q&amp;A</b>	A free information session on Daya and FSTV services for OW staff and clients once a quarter as requested.	



## **SCHEDULE "B"**

### **Services to be Provided**

Specialized individual services, including:

1. Individual (includes couple and family psychotherapy)
2. Group psychotherapy
3. Information session

**Schedule "C"**

**Cost of Services**

<b>Item</b>	<b>Proposal</b>
<b>Individual:</b> Per session fee for individual psychotherapy  Up to 8 sessions cap, with extensions available for up to 4 sessions.	\$125/hour
<b>Individual:</b> Per session fee for participant no shows	25% of per session rate (\$31.25)
<b>Group:</b> Per 2-hour group session fee (1 facilitator)	\$300 Participant Limit: 8
<b>Group:</b> Per 2-hour group session fee (2 facilitators)	\$500.00 Participant Limit: 15
<b>Travel Cost:</b> Standard traveling expense for Clinician to provide services offsite (in vivo at another organization)	1-hour of Clinician Cost plus mileage (\$0.55/km)
<b>Information Session:</b> 30-minute Information Session +15-minute Q&A	A free information session on Daya and FSTV services for OW staff and clients once a quarter as requested.

All **invoices** due on the 15<sup>th</sup> day of the following month.

## SCHEDULE "D"

### Outcomes Schedule

#### Specialized Individual Support

<b>Key Outcomes</b>	<b>Benchmark</b>	<b>Evaluation Tool</b>	<b>Measurement Interval</b>	<b>Reporting Cycle</b>
My confidence in being able to achieve my goals	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to cope with current or future life stressors	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My general sense of well being	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to deal with the situation that brought me to psychotherapy	80% will report improvement	Client Feedback survey	Postvention	Annual Report
Participant satisfaction	90% will report they were satisfied	Client Feedback survey	Postvention	Annual Report

## SCHEDULE "E"

### Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Employment Assistance Services, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the funds for the Employment Assistance Services in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the funds for Employment Assistance Services, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Employment Assistance Services and to inspect any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the funds for Employment Assistance Services.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City an annual report (or such lesser time period as the City in its sole discretion determines) on its use of the funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter which shall include the number of individuals assisted.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

## SCHEDULE "F"

### Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Schedule:
  - (a) "City Records" means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
    - (i) provided by the City to the Service Provider in relation to this Agreement;
    - (ii) collected from clients by the Service Provider in relation to this Agreement; or
    - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
  - (c) "Service Provider Information" means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
  - (d) "General Records" means recorded information that is not Personal Information as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1).
  - (e) "Personal Information" (as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
    - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
    - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
    - (iii) any identifying number, symbol or other particular assigned to the individual, the address, telephone number, fingerprints or blood type of the individual,
    - (iv) the personal opinions or views of the individual except if they relate to another individual,
    - (v) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
    - (vi) the views or opinions of another individual about the individual, and
    - (vii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), *Personal Information Protection and Electronic Documents Act* (PIPEDA) and *Personal Health Information Protection Act* (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.

2. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
  - (a) the City's written request; or
  - (b) the termination or expiry of this Agreement.For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.
3. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
  - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
  - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
  - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.
5. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
  - (a) with the consent of the individual; or
  - (b) for law enforcement purposes and in accordance with this Agreement and the Municipal Freedom of Information and Protection of Privacy Act,

6. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
  - (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
  - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
  - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
  - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
  - (e) to another law enforcement agency in Canada;
  - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
  - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
  - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
7. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
8. Subject to all applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, the City may disclose:
  - (a) any part of or all Service Provider Information; or
  - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
  - (a) it will provide the City with quick, detailed information in the event of a personal or confidential breach or security incident at all times and adhere to all regulations and provincial laws;
  - (b) the security and integrity of all personal information and records in its possession are complied with;
  - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.

## Community and Protective Services Committee, Added Agenda for December 5, 2023

### Draft motion for CPSC:

Civic Administration is directed to prepare a by-law amending the Streets By-Law (S-1) to regulate the display of graphic image in the City of London, report back to the CPSC, and schedule a Public Participation meeting on the proposed by-law amendment.

### An amendment to the Streets By-Law (S-1) to regulate the display of graphic images on the streets in the City of London.

#### Purpose

The purpose of this amendment is to regulate the public display of Graphic Images on the streets of the City of London so that recipients are not subjected to distressing, unwanted and distracting images.

#### Definitions

“**Display**” means to cause a Graphic Image to be publicly visible anywhere on a city street including the sidewalks and other public property.

“**Graphic Image**” means an image or photograph showing, or purporting to show, a fetus or any part of a fetus; (Note: This definition is the same as contained in the *Graphic Image Delivery By-Law*, PW 14).

#### Regulation of Displays

This By-law amends Part 2 (Prohibited Matters) to clarify that sections 2.1 (Street -obstructing-encumbering-injuring-fouling), section 2.6 (Public nuisance -upon street), section 2.8 (public travel-use – interference), section 2.9 (Notices- placards – posting-on street – prohibited) shall include the Display of Graphic Images.

Moved by: Hadleigh McAlister

Seconded by: Sam Trosow

November 30, 2023

Dear Members of Committee,

My name is Katie Dean, and I am the co-founder of the Viewer Discretion Legislation Coalition based out of London Ontario. We are a group of like-minded individuals trying to bring change to how graphic anti-abortion images can be displayed and distributed. We have become a movement that is expanding to different cities and provinces across the Country.

In October of 2020, we formed in response to the very graphic and disturbing images of supposed dead fetuses being delivered to private homes and shown on busy street corners. From there, we started working with all levels of political representatives, from municipal to provincial and federal. People were extremely upset by these images, and we heard countless stories of how it was affecting the children that saw them. These images are not appropriate to be put in private mailboxes or to be displayed on public street corners. They cause demonstrable harm to the thousands of people that are forced to see them, without consent.

For me, I have been told by a professional that I have PTSD from my own experience with an abortion. I ended my pregnancy at 19 weeks in 2004 for medical reasons. It was the single most traumatic experience of my life and the single most difficult thing I have ever done. This was a planned pregnancy, a wanted baby. At 18 weeks she was diagnosed with a serious medical condition that was impeding the way she was developing. Terms such as lemon shaped skull and banana shaped cerebellum were being thrown my way. Her prognosis was not viable with life. This was never a position I thought I would ever be in – I mean, you get pregnant, you have a baby – right? Not right, not even close to being right.

Let me be clear - I do NOT regret my decision BUT it does not mean it was not hard. It was my RIGHT and my CHOICE.

My team have stood on street corners of London, in front of these horrific graphic images as a means to cover them so children in school buses driving by don't have to see them, so the women who have gone through ANY type of pregnancy loss don't have to be thrust back into that trauma of the devastation of their loss. This is a huge issue, and this is abuse. Plain and simple.

By continuing to allow these images to be displayed in London as they have been, you are saying it is okay to shame people and it is okay to bully. Nobody should be reminded of the most difficult decision they have ever had to make, nobody should be reminded of the baby



they lost no matter what way they lost them, nobody should be told they don't have a right to make their own choice, and nobody should be hurting kids with these images.

London passed a Graphic Flyer bylaw in May of 2022. That Council ended up following the wording in our Private Members' Bill that was introduced into Queens Park. This is now coded Bill 80 and waits for second reading.

Since then, Woodstock, Ingersoll, St Catherine's and Calgary have followed suit and implemented the same bylaw. London took the lead with the graphic flyer bylaw and could take the lead with a more detailed sign bylaw.

I can advise that Toronto, Calgary, Hamilton, Oakville and more are watching to see what London does with this issue. I am in regular contact with city councilors in these cities and more.

I would strongly encourage you to have Staff look at your street sign bylaw. Let London be the first again, to help bring change to how these images can be shared. Viewer consent matters. If someone wants to investigate abortion, we live in a world where that information is available to them at the press of a button. It is not up to select groups of people to shove their opinions using traumatizing images to coerce residents to matters surrounding their own healthcare.

I want to thank you very much for taking the time to look at this very important issue. Please feel free to reach out to me at any time.

Best Regards,

Katie Dean



[www.vdlclondon.ca](http://www.vdlclondon.ca)