

Agenda Including Addeds

Community and Protective Services Committee

6th Meeting of the Community and Protective Services Committee

April 29, 2024

1:00 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 or 519-661-2489 ext. 2425.

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Animal Welfare Community Advisory Committee Report

4th Meeting of the Animal Welfare Community Advisory Committee
April 4, 2024

Attendance PRESENT: W. Brown (Chair), M. Blosch, A. Hames and N. Karsch and H. Lysynski (Acting Committee Clerk)

ABSENT: K. Coulter, H. Duhamel, J. Higgins, S. Ryall and M. Toplack

ALSO PRESENT: M. McBride, V. Morgado, M. Szarka and P. Yeoman

The meeting stood adjourned at 3:30 PM due to lack of quorum.

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: Data regarding Impacts of Asylum Claimants on London's
Emergency Shelter System
Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development the following actions be taken related to the Impacts of Asylum Claimants on London's Emergency Shelter System Report:

- a) That the following report on the Impacts of Asylum Claimants on London's Emergency Shelter System Report, **BE RECEIVED** for information;

Executive Summary

At the meeting of November 28, 2023, Council resolved;

a) the Civic Administration BE DIRECTED to report back to Council on the impacts of Asylum claimants on our local shelter system. Based on the findings from the staff report, that staff apply if appropriate for Interim Housing Assistance Program (IHAP) funding, if necessary, to address the impacts on local shelters;

Municipal Council Resolution attached as Appendix A to this report.

The purpose of this report is to provide existing available data from May 2023 through March 2024 with respect to the matter of the impact of Asylum claimants on London's emergency shelter system and seek direction to apply for Interim Housing Assistance Program (IHAP) funding. The report outlines the ongoing challenges faced by asylum claimants and the additional strain it places on existing emergency shelter resources.

Linkage to the Corporate Strategic Plan

This report aligns with the strategic areas of focus in the 2023-2027 City of London Strategic Plan. The City of London Strategic Plan (2023-2027) identifies housing and homelessness as a key area of focus, and housing and homelessness work is identified throughout the Strategic Plan, impacting all areas of life for Londoners.

Some key outcomes that are supported through the investments outlined in this report include:

- The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.
- London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.
- The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.
- The City of London is a leader in becoming an equitable and inclusive community.
- London is an affordable and supportive community for individuals and families.

- The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Analysis

1.0 Background Information

2.0 Discussion and Considerations

Asylum claimants are people who have been forced to leave their country of origin and who ask for safety in Canada either when they arrive at a border or online while already here. Their eligibility is decided by Canadian officials based on factors like fear of being persecuted for reasons such as race and sexual orientation. It's important to know that asylum claimants are different from resettled refugees. Resettled refugees go through checks before coming to Canada and become permanent residents upon arrival. Because asylum claimants and resettled refugees come to Canada in different ways, those seeking asylum at the border don't take the spots of resettled refugees or others coming through planned immigration programs.

Canada is a destination for asylum claimants for a variety of reasons, often related to seeking protection from persecution, violence, or other forms of harm in their countries of origin. Individuals are looking to find safety, security, and a better future for themselves and their families in Canada. Specifically, individuals may come to Ontario for the welcoming and inclusive community that exists in communities in Ontario. Toronto's status as a major city with nearby airports often makes it the initial destination for newcomers to Canada. Over the last two years, the federal government through Immigration, Refugees and Citizenship Canada has covered the costs of hotel accommodation and meals for a short period for some asylum claimants arriving in large numbers to Toronto, Windsor, Ottawa, and Niagara Falls. However, given the lack of housing options, the emergency shelter system in Toronto has reached capacity, and some individuals choose to relocate to London due to proximity for alternative housing options and support. Additionally, some may have connections to friends, family, services and faith group supports already in the area, making it a natural choice for them to seek refuge and support in London.

As a result, beginning in the late spring of 2023 London has seen an increase of individuals identifying as asylum claimants attending the London's emergency shelter system, as well as an increase in interactions with community outreach supports in unsheltered situations. Refugees who are asylum claimants, meaning they are in the process of seeking protection in Canada, are generally ineligible for federal income and housing funds however they may access emergency shelters as a last resort for accommodation while their claim is being processed.

The influx of asylum claimants has necessitated ongoing collaboration among government agencies, non-profit organizations, and community programs to address their needs effectively. Through the provision of safe and supportive shelter for asylum claimants, emergency shelter systems can play a critical role in upholding human rights and providing refuge to those fleeing persecution and violence. As asylum claimants have freedom of movement, the number of asylum claimants to our city continues into early 2024.

2.1 Existing Emergency Shelter spaces within the City of London

The 2023 emergency shelter system in London provided up to 306 permanent emergency shelter spaces on any given day. From May 1, 2023, through March 31, 2024, there were 336 days during this period which translates into 102,816 available emergency shelter night stays.

The available spaces include:

Agency	Total permanent system spaces in 2023
Salvation Army Centre of Hope	138 (90 men; 48 women)
Men's Mission	80 (men only)
Rotholme Family Shelter	20 Rooms that support up to 64 people
Unity Project for Relief of Homelessness	38
Youth Opportunities Unlimited Youth Shelter:	30
Total Emergency Shelter Spaces	306

*The total number of Asylum claimants is reflected in the table below in section 2.2

As London's emergency shelter system has routinely operated at capacity, there has been a noticeable increase in asylum claimants experiencing unsheltered homelessness.

2.2 Impact of Asylum Claimants on Emergency Shelter Resources:

In 2023 the London community saw asylum claimants with limited financial and supportive resources come to the city. This has resulted in a notable increase in this population's utilization of London's emergency shelter spaces. To understand and quantify the impacts, multiple business practice updates were undertaken in mid-2023 to support a more enhanced information gathering process. This has allowed the Housing Stability Services team to be able to provide a better picture of the increase needs necessary in supporting with enhanced community resources. By using data from the Homeless Individual and Family Information System (HIFIS) database, Civic Administration collected information related to the occupancy of emergency shelter beds by individuals with immigration statuses designated in HIFIS that represents asylum claimants.

However, it is important to acknowledge the limitations of the data collected:

- Some asylum claimants experiencing homelessness may opt not to provide consent or disclose information and therefore would not be accounted for, as all data is self-reported.
- Data may not be captured in HIFIS for individuals accessing other types of emergency shelter from providers who do not utilize the HIFIS system.

According to the HIFIS data gathered from May 1st, 2023- March 31st, 2024, approximately 123 individuals who identified as an asylum claimant accessed permanent emergency shelter spaces. This accounted for 11,073 of 92,985 available emergency shelter night stays in permanent emergency shelter beds.

Additionally, there was a monthly average of 123 active participants who were not utilizing emergency shelter resources but reported having no housing status and were living unsheltered. The number of asylum claimants who were staying with relatives, friends or other temporary sheltering locations is unknown.

Reporting Period: May 1st, 2023- March 31st, 2024

	Unique Asylum Claimants in Emergency Shelter	Asylum Claimant Night Stays	Available Emergency Shelter Night Stays	% of Emergency Shelter bed usage
Total	123	11,073	92,985	11.91%

This data underscores the impact an increase in asylum claimants have had on the emergency shelter system already operating near capacity. This supports the need for a targeted response to effectively address asylum claimant sheltering needs. One challenge currently to a targeted response is, the lag in processing claims with the Federal government and the lack of specific service providers available to support the unique needs of this population in our community.

The impacts of the limited emergency shelter spaces have had a direct effect on asylum claimants in our community being turned away from emergency shelters and forcing many to live unsheltered. This has increased the desperation in community for those living unsheltered and increased the demand for basic needs services supporting those living unsheltered.

The HSS team is seeing increasing costs for the provision of short-term accommodations (hotel rooms) for asylum claimant families to bridge until space is available at the Rotholme family shelter.

In addition, an increase in costs related to the demand for translation services and ongoing staffing challenges within the sector related to recruitment are still being assessed. At this time, these impacts cannot be quantified, but is something civic administration is following and will be able to report back through a future update.

3.0 Financial Impact/Considerations

3.1. Ongoing Cost Considerations:

As asylum claimants continue to rely on London’s emergency shelter resources, civic administration provides an estimated financial impact to date in the table below.

As the city’s emergency shelter system is currently funded through Provincial funding from the Homeless Prevention program, eligibility for funding from the Interim Housing Assistance Program is unknown currently. Should Civic Administration be directed to apply for this funding, the amount of eligible funding will be determined through that application process.

The current monthly cost of emergency shelter and motel usage for asylum claimants is estimated in the table below and based on 11,073 nights stayed in emergency shelter.

Month	Approx Emergency Shelter Asylum Claimant Cost (\$96.66/day/space)	Total Emergency shelter cost (96.66/day/space)	Hotel Stay Costs
Total	\$1,070,316	\$ 9,938,195	\$31,456.26

The growing number of asylum claimants using emergency shelter spaces highlights the importance of expanding our current resources for emergency shelter services to better accommodate their unique needs. These needs may include additional support services such as language interpretation, cultural sensitivity training, mental health counseling, etc.

3.2. Available Resources for Additional Funding:

Through the Interim Housing Assistance Program (IHAP), the Government of Canada provides funding to provincial and municipal governments, on a cost-sharing basis, to address extraordinary interim housing pressures resulting from increased volumes of asylum claimants. This program offers financial resources through a claim-based process to municipalities to address extraordinary or incremental costs incurred related to the provision of temporary housing for asylum claimants. Eligible costs include temporary

accommodations (motel, emergency shelter); triage and transportation operations; and other indirect costs related to the provision of interim housing for asylum claimants.

Immigration, Refugees and Citizenship Canada (IRCC) will make the final decisions on claims. The agreement will include the amount of funding. Amounts will be informed by a formula that multiplies an average number of days asylum claimants spent in emergency shelter by an average lodging cost per day. Amounts with provinces will take into consideration any IRCC funding already provided to their municipalities for the program's purpose.

Any claims made by the City of London for IHAP funding will help to support asylum claimants to have access to essential sheltering services and support during their time of need as they complete the asylum claimant process.

4.0 Key Issues and Considerations

4.1. Ongoing Challenges in Addressing Asylum Claimants' Needs:

Continued challenges in the emergency shelter system to address the needs of asylum claimants include:

- **Language and Cultural Barriers:** Many asylum claimants may have limited proficiency in English or French, which can pose challenges in communication and accessing services. Cultural differences may also affect the delivery of culturally sensitive care and support.
- **Trauma and Mental Health:** Asylum claimants often have experienced traumatic events in their home countries or during their journey to Canada. Addressing their mental health needs requires specialized training and resources, including trauma-informed care and access to mental health professionals.
- **Lengthy Refugee Claim Process:** The lengthy process of obtaining refugee status can result in prolonged stays in emergency shelters, leading to increased pressure on emergency shelter resources and potential disruptions in service provision.
- **Legal and Documentation Issues:** Asylum claimants may face legal complexities and challenges related to their refugee claims, documentation status, and eligibility for government support programs. Navigating these legal processes can be daunting without adequate support and guidance.
- **Limited Access to Supportive Housing:** The shortage of affordable and supportive housing options can make it difficult for asylum claimants to transition out of emergency shelters and into stable housing. This can perpetuate their reliance on emergency shelter services and prolong their stay in the emergency shelter system.

Federal financial support to address the ongoing challenges will assist in the provision of a comprehensive and holistic community approach that considers the unique needs and vulnerabilities of asylum claimants. This work involves collaboration between government agencies, community organizations, and programs to develop tailored solutions and ensure equitable access to safe and dignified emergency shelter and housing for all residents of the community.

Conclusion

While asylum claimants contribute to the cultural, social, and economic vitality of London, the increasing number of asylum claimants and the demand on social services locally poses challenges that require coordinated efforts from various community partners, including government agencies, community organizations, and residents, to address this issue effectively. Through collaboration, London continues to welcome and support asylum claimants, recognizing the importance of upholding human rights and providing refuge to those fleeing persecution and violence.

Civic Administration will report back to committee and council once the result of the IHAP application is complete.

Prepared by: Julia Rennick, Manager Housing Stability Services, Social and Health Development

Submitted by: Craig Cooper, Director, Housing Stability Services, Social and Health Development

Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

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: RBB Innovations Ltd. (o/a One Human Service Network “OneHSN”) Agreement
Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions BE TAKEN with respect to RBB Innovations Ltd. (o/a One Human Service Network “OneHSN”) Agreement report that;

- 1) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting of April 23, 2024, to:
 - a) **AUTHORIZE AND APPROVE** the agreement with RBB Innovations Ltd. for a web-based solution to support a centralized child care information and waitlist system, as attached as “Schedule 1”,
 - b) the Mayor and the City Clerk **BE AUTHORIZED** to execute the above-noted Agreement,
 - c) **DELEGATE** the Deputy City Manager, Social and Health Development, or their written designate, authority to approve renewals and amendments to this agreement authorized and approved in part a) above, as set out in the by-law,
 - d) That Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project, and
 - e) That the approval given herein **BE CONDITIONAL** upon the Corporation entering into or amending a Purchase of Service Agreement with the program.

Executive Summary

The City of London, serving as the Service System Manager (SSM) for Child Care and Early Years in London and Middlesex, is dedicated to modernizing the child care sector and enhancing experiences for both parents and service providers.

At the Municipal Council meeting held on November 20, 2012, By-law No. A.-6890-329 was passed, authorizing the City to enter into a Sole Source agreement with RBB Innovations Ltd. for the provision of the web-based solution Childcare Connect, formerly known as OneHSN Child Care or "OneList." The purpose of the web platform is to connect families with licensed child care programs, facilitate waitlist management for child care providers, and provide crucial data for service system planning by the SSM. The agreement was evergreen with an option to terminate with six (6) months' notice.

It was identified through The City of London Vendor Risk Management Audit in 2023 that, although the by-law was signed, the 2012 agreement had not been fully executed by the City. Despite the unexecuted agreement, both parties have been operating in accordance with its terms since inception. This report acknowledges the oversight of the document execution, and seeks to rectify the situation by passing a by-law to enter into a new agreement with RBB Innovations Ltd. for the continued use of the Childcare Connect platform.

Childcare Connect is currently utilized by 208 licensed child care sites and 3 licensed home child care agencies in London-Middlesex. With 1,105 children registered on the

platform seeking care within the next three months and 4,829 unique children on the waitlist, the platform plays a pivotal role in addressing child care needs in the community.

RBB Innovations Ltd. remains the exclusive provider of the Childcare Connect platform across the province, benefiting numerous Service System Managers. Approving this agreement ensures continuity of access for parents and child care licensees to the waitlist while presenting opportunities for enhancing platform functionality for the benefit of families, operators, and the City as SSM. Funding for this agreement is available within the approved operating budget for the Child Care and Early Years team.

Leveraging technology through solutions like Childcare Connect is essential for meeting the evolving demands of families and child care providers amidst increasing licensed child care demand. The updated by-law would continue to support child care accessibility and efficiency, aligning with the commitment to connect parents with licensed child care services.

Discussion and Consideration

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Sole Source Purchase of a license for a centralized child care waitlist application (CPSC: November 12, 2012)

1.2 Alignment with Council's Strategic Plan

- Strategic Area of Focus: Wellbeing and Safety
 - Expected Result: Londoners have access to quality, affordable, and timely services.
 - Strategy: Support the delivery of, and timely access to, high-quality licensed child care and early years opportunities for families.

1.3 Service System Management of Child Care and Early Years

The City of London is the designated Service System Manager (SSM) for Child Care and Early Years in London and Middlesex, operating on behalf of the Ministry of Education. The responsibilities and authorities of a SSM, as outlined in the Child Care and Early Years Act, 2014, include system planning, fee subsidy provision, operating funding administration, system capacity-building, and special needs resourcing for licensed child care and early years services.

Through a Cost Apportionment and Agency Agreement, The County of Middlesex serves as the Service Delivery Agent for child care services on behalf of the City of London in Middlesex County. Civic Administration and County staff collaborate to serve operators and families effectively, responding to pressures and opportunities within the service area.

2.0 RBB Innovations Ltd. Contract Update

2.1 Background

Childcare Connect, formerly known as "OneList," is a web-based platform facilitating access to licensed child care for families by connecting them with licensed child care operators. This service has been provided in London-Middlesex since 2012

The platform simplifies the search for licensed child care locations, allowing parents to match their specific needs with available services, including those participating in the Canada Wide Early Learning and Child Care Agreement. By completing an online application, families can select their preferred child care centers to communicate their interest having their child placed at a location. Operators can inform families about their program and directly place children from the Childcare Connect platform into their program according to their policies, streamlining the waitlist management process and enhancing efficiency for child care licensees.

In early 2023, Civic Administration initiated a review of the Childcare Connect platform, driven by feedback from parents, operators, and internal staff. This review focused on functional and contractual aspects to inform subsequent recommendations for improvement.

2.2 Functional Review of Childcare Connect

The functional review aimed to assess the platform's effectiveness and alignment with the objectives of key interest holders. It included operator focus groups and engagement with families through surveys to gather feedback on user experiences.

The process also included a review of requirements and usage of the Childcare Connect platform across other jurisdictions, and an exploration of alternative solution options that could provide the same key components of connecting families to care, waitlist management for licensees and data for service system planning (none were identified).

The review highlighted the benefits of continued use of the platform for families, operators, and Civic Administration, and opportunities to leverage and maximize functionality of the platform. The feedback from families and licensees informed steps taken by Civic Administration to enhance effectiveness, including mandating consistent platform use by all contracted licensed child care operators across the service area; implementing technical elements to support improved communication between families and operators, and enhancements in data reporting to inform system planning. Civic Administration has provided additional support to licensees through training and one-to-one support, and will continue to work collaboratively with licensees and the Vendor to monitor and support the effective use of the platform for the purposes identified in this report.

2.3 Contract Review with RBB Innovations Ltd.

The purpose of the contract review was to assess the structure and terms of the 2012 agreement, and to amend agreement terms to better reflect current requirements of both the Vendor and the City.

The review confirmed that the existing scope of work for the Childcare Connect platform has the functionality to continue to meet the needs of the community, as well as provide opportunities for improvement focused on consistency in use by licensees and effective communication to families. Civic Administration continues to be a member of the Childcare Connect user group and can submit recommendations for enhancements to the Vendor. The Childcare Connect platform is utilized across the province in many jurisdictions, and enhancements requested and implemented in one jurisdiction often become available to all users for the purchased module.

The review identified a benefit to adding a fixed term to the agreement, and it has been updated to reflect a term commencing May 1, 2024, through to April 30, 2025, with the option to extend for four (4) additional one (1) year terms.

The Agreement attached to this report has been reviewed by Privacy, Legal, Risk, ITS, Procurement and Finance

Indemnity Risk Exposure:

The Agreement contains an indemnity provision in Article 13.6.1:

The Purchaser shall indemnify and hold the Vendor and all its Personnel, board members, and shareholders harmless from any and all Claims brought against it arising out of the operational utilization of the Goods and/or Services by the Purchaser and its Personnel save, and except where said Claims occur as a result of the breach of this Agreement by the Vendor or the Vendors gross negligence or willful misconduct or the failure of the Goods and/or Services to meet Specifications.

This provision exposes the City of London to potentially unlimited liability. The Vendor is not willing to remove this provision. In the opinion of Risk Management, this should not stop the City of London from moving forward with final approval of this agreement as the benefits of this service outweigh the potential risks, and the City has appropriate risk control and transfer measures in place.

2.4 Recommendation and Rationale

Civic Administration recommends continuing the use of the RBB Innovations Ltd. (o/a OneHSN) platform, under the terms outlined as attached as Schedule “1” as attached to the by-law, under Schedule “B”, s. 6. of the City of London’s [Procurement of Goods and Services Policy](#), which identifies an exemption from the policy for “Ongoing maintenance and actions to maintain present functionality of existing computer hardware and software.” The by-law introduced in this report will resolve the oversight of the execution of the original contract.

The continued use of Childcare Connect will sustain the current platform that supports the connection of over 4,000 families to licensed child care. The technology platform, coupled with support to licensees to use the full functionality to communicate with families, will benefit families by making it significantly easier to navigate the licensed child care options available to them across London-Middlesex, and improve waitlist data for monitoring and decision-making by the SSM.

3.0 Financial Implications

The cost of the Childcare Connect platform has been accommodated within the existing Child Care and Early Years operating budget and can be over the lifespan of the contract. Utilizing the full functionality of the platform will support families to communicate with licensees, allow child care licensees to manage the demand for care and communicate effectively with families needing care, and the SSM to collect data for system planning.

Conclusion

Entering into the updated agreement with RBB Innovations Ltd. for the Childcare Connect platform supports the City’s Strategy to support the delivery of, and timely access to, high-quality licensed child care and early years opportunities for families. The platform serves as a vital tool in modernizing the child care sector, facilitating better communication between families, licensed child care providers and the City, and aligns with the City’s commitment to enhancing child care accessibility and efficiency. The comprehensive reviews conducted underscored the platform’s value, highlighting opportunities for the use of enhanced functionality while ensuring cost-effectiveness within the existing budget. By moving forward with this agreement, the City can adhere to its obligations as the Service System Manager (SSM) and meet the evolving needs of families and child care providers. Therefore, Council’s endorsement of this agreement is paramount for advancing our strategic objectives and improving service delivery in the child care sector.

Prepared by: Adrienne Small, Manager, System Operations, Child Care and Early Years
Submitted by: Shirley Glover, Director, Child Care and Early Years
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

APPENDIX "A"

Bill No.

2024

By-law No.

A By-law to approve the contract between The Corporation of the City of London and RBB Innovations Ltd. o/a One Human Services Network; and to authorize the Mayor and the City Clerk to execute the Agreement

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that The Corporation of the City of London (the "City") has responsibility for fostering the current and future economic and social well-being of London, and for providing the services and other things that it considers are necessary or desirable for London;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2014, c. 11, 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 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 section 57 of the *Child Care and Early Years Act, 2014* states that the City may fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children; or that provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* the City of London is designated as the service system manager for the geographic service area of City of London and County of Middlesex;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act, 2014* states that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

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

1. The Agreement attached as Schedule "1" to this by-law between RBB Innovations Ltd. (o/a One Human Services Network) and The Corporation of the City of London for a web-based solution to support a centralized child care information and waitlist system ("Childcare Connect"), is hereby authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Social and Health Development, for the City of London, or their written designate, is delegated the authority to approve

renewals and amendments to this agreement on the condition that same:

- i. are consistent with the requirements contained in the Agreement approved under section 1 of this by-law;
 - ii. do not require additional funding or are provided for in the City's current budget; and
 - iii. do not increase the indebtedness or liabilities of The Corporation of the City of London.
4. Civic Administration be authorized to undertake all administrative acts which are necessary in relation to this project.
 5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 14, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading –
Third reading –

Schedule 1

**supply SOFTWARE-AS-A-SERVICE AND CUSTOMER SUCCESS SERVICES AGREEMENT
(OneHSN Childcare Connect Platform)**

THIS AGREEMENT was made as of _____ ("Effective Date")

B E T W E E N

The Corporation of the City of London
(Hereinafter referred to as the "Purchaser")

-and-

RBB Innovations Ltd. o/a One Human Service Network
(Hereinafter referred to as the "Vendor")

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement and in any documents to be delivered pursuant hereto and in any documents delivered in connection with the completion of the transactions completed herein, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless, with such definitions applying to both the singular and plural forms of any such words and terms:
- 1.1.1. "After Hours" means the delivery of Goods and/or the provision of Services after Business Hours and which may not adhere to the Business Day and therefore might include Saturday-Sunday, statutory or civic holidays observed in the Province of Ontario or by the Purchaser, in addition to Goods being delivered and/or Services being offered Monday to Friday.
 - 1.1.2. "Agreement" means this Agreement and any Schedule, Appendix, Change Order, Notice, Amendment, and/or any other document, which has been mutually incorporated herein.
 - 1.1.3. "Amendment" means a mutually endorsed change, addition, or correction to the terms and conditions of this Agreement that leaves the original Agreement substantially intact.
 - 1.1.4. "AODA" means the Accessibility for Ontarians with Disability Act, 2005, S.O. 2005, Chapter 11, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
 - 1.1.5. "Applicable Data Protection Law" means any applicable legislative or regulatory regime enacted by the Government of Canada or Ontario and any other governmental or administrative entity to protect the data and/or privacy rights of natural persons or Users consisting of natural persons, in particular FIPPA, MFIPPA, PHIPA, and/or PIPEDA.
 - 1.1.6. "Appendix" means supplementary and informative documentation incorporated within the Agreement.
 - 1.1.7. "Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario or by the Purchaser.
 - 1.1.8. "Business Hours" means the hours during which the Vendor's helpdesk is available to respond to the Purchaser's Support Contacts through various communication channels, namely 9:00 a.m. to 5:00 p.m., Monday through Friday eastern time (excluding statutory holidays).
 - 1.1.9. "Claim" means any and all liability, loss, costs, damages, and expenses (including legal fees), causes of action, action, claims, demands, lawsuits or other proceedings.
 - 1.1.10. "Client" means individuals and/or families seeking licensed child care in the geographic area of the City of London and the County of Middlesex.
 - 1.1.11. "CM" means the City Manager of the Purchaser or designated.
 - 1.1.12. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in any form, including oral, written or machine-readable, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information.

- 1.1.12.1. For further clarity, Confidential Information includes any data and information that is not generally known to the public or that is of a proprietary or personal nature, regardless of whether it is identified as proprietary or personal or not, and whether recorded or not, however, fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of the Receiving Party to this Agreement, under this Agreement, including all information to be transmitted, stored or processed on any network or computer system, and includes the following:
- 1.1.12.1.1. All Customer Data, Documentation.
 - 1.1.12.1.2. Any information that a Disclosing Party is obliged not to disclose pursuant to law or statute such as the FIPPA, MFIPPA, PHIPA, and/or PIPEDA, or any other municipal, provincial, and federal privacy legislation.
 - 1.1.12.1.3. Any information received of and from Clients, Users and/or third parties, such as, but not limited to, any products or services received or provided.
 - 1.1.12.1.4. All information relating to Intellectual Property rights and all related documentation and financial information related hereto.
 - 1.1.12.1.5. All research and development plans, current and future technical specifications, current and future services and product plans, features and roadmaps, business and marketing plans, Purchaser lists and relationships, costs and pricing strategies, business policies and procedures, financial/tax and employee information and records.
 - 1.1.12.1.6. All property, concepts, techniques, ideas, suggestions, feedback, information, materials, reports, statistics, records, documents, data, forms and graphics, however, recorded (including images and data) created, developed, stored, and/or prepared through the use of the Goods and/or Services.
- 1.1.12.2. Does not include any information that is or becomes publicly available without a breach of the terms of this Agreement; is received from a third party without breach of any obligation owed to the Disclosing Party; or the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law.
- 1.1.13. "Conflict of Interest" includes situations wherein a Party (including members of their family) and/or any person associated with a Party:
- 1.1.13.1. Can personally benefit financially from their involvement;
 - 1.1.13.2. Can gain an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage in relation to the award of this Agreement;
 - 1.1.13.3. Where its other commitments, relationships, or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement;
 - 1.1.13.4. Where it could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations; and/or
 - 1.1.13.5. Where Personnel of The Corporation of the City of London (including council members and employees at or above the level of supervisor) can receive a personal and/or financial benefit, including:
 - 1.1.13.5.1. Where the personal or business interests of a board member, officer or agent of the Council conflict with the interests of the Purchaser; or
 - 1.1.13.5.2. where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a council member, officer or agent or a person related to any one of them as a result of a decision by the Council;
 - 1.1.13.5.3. where the Council giving a direct or indirect gain, benefit, advantage or privilege to a council member, officer or agent or a person related to any one of them; and/or
 - 1.1.13.5.4. where a council member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from this Agreement as a result of the person's position with the Council.
- 1.1.14. "Council" means the 15-member Council of the Purchaser.
- 1.1.15. "Customer Data" means any electronic data, including documents, audio, and video uploaded or inputted to the Software or created, generated or produced by the Purchaser during the Use of the Software, which may include Confidential Information, including access to but not exclusivity with respect to rights, title, interest, custody and ownership to the Shared Client Data, and/or other data inputted, imported, processed, or otherwise provided by the Purchaser or the Vendor on behalf of the Purchaser, to Use the Software and/or facilitate the Purchaser's Use of the Software. For clarity, this does not include family data entered by the families, or shared customer data where a parent applies in other service system manager jurisdictions.
- 1.1.16. "Data Storage" means the online electronic secure storage of all Customer Data.
- 1.1.17. "Documentation" means anything produced by the Vendor for the benefit of the Purchaser, specifying how the Goods and/or Services should be used.

- 1.1.17.1. Documentation does not include any material developed or produced by the Purchaser to train its Personnel on the use of the Software.
- 1.1.18. "Downtime" means the recorded and calculated time monthly that will be applied as a credit towards the Subscription Fees listed in APPENDIX D: PRICING for the following year.
- 1.1.18.1. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Purchaser's designated contacts five (5) days in advance.
- 1.1.18.2. Downtime is measured from the time that a trouble ticket is registered with the Vendor by the Purchaser for the Goods and/or Services being unavailable for Use or the time that the Vendor becomes aware that the Goods and/or Services are unavailable for Use (whichever is earlier), to the time the problem is resolved, and the Goods and/or Services are restored.
- 1.1.19. "Event of Default" means a material breach or failure to comply with the terms and conditions set out in this Agreement.
- 1.1.20. "Expiration or Expiry Date" means the ending of the fixed period for which this Agreement is valid.
- 1.1.21. "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990 C. F.11, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.22. "Force Majeure Event" means events that are beyond the reasonable control of a Party, including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious pandemic or epidemics, electricity supply interruptions and/or power failures and which prevent the Party from performing any of its obligations under this Agreement,
- 1.1.23. "Formal Discussion" means the step during a dispute resolution process at which members of the senior management teams as determined by each Party meet formally to discuss and resolve a dispute identified in a Rectification Notice.
- 1.1.24. "Good" means any Intellectual Property and/or item of tangible personal property, procured from the Vendor by the Purchaser (see s. 3 for details), and includes:
- 1.1.24.1. Deeds and instruments relating to or evidencing the title or right to such Intellectual Property, personal property and/or chattels and/or a right to recover or receive such property;
- 1.1.24.2. Tickets or like evidence of the right to be in attendance at a particular place at a particular time or times or of a right to transportation;
- 1.1.24.3. Energy, however, generated;
- 1.1.24.4. Items of tangible personal property intended for installation as a fixture or for incorporation into the land, a building or structure, or ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer.
- 1.1.24.5. Construction resources, plans, materials and equipment.
- 1.1.24.6. Artistic creations; including design, schematics, literary, media, music, representation, photo, and/or drawings.
- 1.1.24.7. Documentation and/or other installation, implementation, training, support, maintenance materials, books, articles, papers.
- 1.1.24.8. Computer infrastructure (server or cloud based), hardware and/or Software.
- 1.1.25. "Hereof, herein, hereby, hereto, and/or hereunder" and/or any other similar expression refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto.
- 1.1.26. "Include," "includes," and "including" denote that the subsequent list is not exhaustive.
- 1.1.27. "Instruction" means a documented direction issued by the Purchaser to the Vendor directing the Vendor to Process Customer Data.
- 1.1.28. "Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.
- 1.1.29. "Legacy Data" means the ongoing Data Storage of Customer Data from previous a Term(s).
- 1.1.30. "May/should" denotes permissively (not mandatory).
- 1.1.31. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.32. "Must/shall/will" denotes imperative (mandatory).
- 1.1.33. "Notice or Notification" means any written communication given or required to be given according to s. 44.

- 1.1.34. "Participating Entity" includes any entity other than the Vendor, who is included and involved in the Goods and/or Services as the Vendor's partner, consultant, sub-consultant, contractor, sub-contractor, subsidiary, distributor, dealer, subprocessor, and/or reseller.
- 1.1.35. The Vendor shall provide the Purchaser with a list of Participating Entities and will not subcontract the delivery or performance of any of the requirements of this Agreement to any lower tier subcontractor without the prior written approvals of the Purchaser.
- 1.1.36. "Party" means the Purchaser and/or the Vendor, as the context may require.
- 1.1.37. "PDF" means portable document format.
- 1.1.38. "Personnel" includes, subject to the context, , employees, Participating Entities or anyone for whom at law a Party is responsible in connection with or in any way related to the delivery or performance of this Agreement.
- 1.1.39. "PHIPA" means the Personal Health Information Protection Act, 2004, SO 2004, c. 3, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.40. "PIPEDA" means the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5), as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.41. "Price" means the payment obligations of the Purchaser, for the procurement of Goods and/or Services, to the Vendor, as described in s. 6 and outlined within APPENDIX D: PRICING.
- 1.1.42. "Process or "Processing" means any operation or set of operations which is performed upon Customer Data or sets of Customer Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.1.43. "Rectification Notice" means Notification from a Party requesting that the other Party take specific action to comply with an obligation under the Agreement.
- 1.1.44. "Report" means the implementation, installation, performance, financial report or any other report as outlined in s. 5; includes associated documents and any other reports as may be requested by the Purchaser from time to time.
- 1.1.45. "Security Breach" means:
- 1.1.45.1. Destruction, corruption, compromise, loss of integrity, loss of availability or unauthorized use, alteration, release or disclosure of Customer Data, whether in the possession, care and/or control of either Party, as applicable;
 - 1.1.45.2. Any security breach, or potential security breach of the Software or Purchaser's IT systems, which is related in any way to the Goods and/or Services; or
 - 1.1.45.3. Introduction of a virus, malware or other harmful technology to the Software or Purchaser's IT systems.
- 1.1.46. "Service" means the work and/or tasks to be taken by the Vendor to meet the expectations, requirements, milestones, targets and/or deliverables outlined in APPENDIX C: SOLUTION, inclusive of any description whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic, goods, services, and the transporting, acquiring, supplying, storing and otherwise dealing with any action, construction, project, activity, support, and/or program required for the satisfactory completion of the Vendor's obligation within this Agreement.
- 1.1.47. "Shared Client Data" means all data, information or material received from Clients or have been received on their behalf that are related to the provision of processing Client profiles, child care applications to program waiting lists, and EarlyON event registrations in accordance with this Service. This also includes shared parent and child information which exists across SM Purchasers, and individual child care providers that purchase child care management tools.
- 1.1.48. "SM" means service manager a term representing Consolidated Municipal Service Managers and/or District Social Service Administration Boards.
- 1.1.49. "Specification" means the specific design, configuration, implementation, performance functionality and attributes of the Software as described by the Vendor in APPENDIX C: SOLUTION.
- 1.1.50. "Support Service - Technical" means the technical support and product updates for the Goods and/or Services as made available by the Vendor and as set out in APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE.
- 1.1.51. "Support Service - Functional" means user support via various digital channels to assist Users on how to use the Goods and/or Services as made available by the Vendor and as set out in APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE. Examples include, but not limited to, system-wide configuration changes, transferring waitlists, assistance with aspects of their account (e.g. login, passwords, deleting applications, changing start dates, finding programs, etc).

Purchaser has the right to direct Vendor to limit assistance to individual Users in order to control

the consumption rate of incidents. Vendor maintains and provides on regular intervals Support Services – Functional metrics for Purchaser consideration.

- 1.1.52. "Tax" means all present or future sales, consumption, and similar taxes.
- 1.1.53. "Term" means the full duration of this Agreement as defined in s. 2, including Initial Term and Extension Term.
- 1.1.54. "Termination" means ending all obligations under this Agreement under s. 48.
- 1.1.55. "Unsuitable Customer Operating Environment" means, but is not limited to, inadequate end-user computer configuration, installed third-party software, internet connection issues or general internet congestion issues; excluded from any Downtime calculations.
- 1.1.56. "Update" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Software and Documentation.
- 1.1.57. "Upgrade" means new versions of and updates to the Software, whether to fix an error, bug or another issue or enhance the functionality of the Software.
- 1.1.58. "Use" means the ability for the Purchaser's Personnel, Clients, and third party child care providers to log in with username and password and access the Software via the internet.
- 1.1.59. "User" means the Purchaser's Personnel, Clients, and third-party child care providers who, at the discretion of the Purchaser, can access and use the Software.
- 1.1.60. "WSIA" means the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sch. A, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.61. "WSIB" means Workplace Safety and Insurance Board.

2. TERM

2.1. Initial Term

- 2.1.1. This Agreement will be in force for a one (1) year period (the "Initial Term") or until it is superseded or replaced by a subsequent contract, Amendment, or unless Terminated by either Party, as follows:

- 2.1.1.1. Initial Term Year One: 1-May-2024 until 30-April-2025

2.2. Extension Term

- 2.2.1. The Purchaser shall have the option, at its sole and absolute discretion, to extend the Term of this Agreement for up to four (4) additional one (1) year periods (the "Extension Term") as follows:

- 2.2.1.1. Extension Term – Year One: 1-May-2025 until 30-April-2026

- 2.2.1.2. Extension Term – Year Two: 1-May-2026 until 30-April-2027

- 2.2.1.3. Extension Term – Year Three: 1-May-2027 until 30-April-2028

- 2.2.1.4. Extension Term – Year Four: 1-May-2028 until 30-April-2029

- 2.2.2. The option to extend shall be exercised by Notice given by the Purchaser to the Vendor no less than 90 days before the expiration date of the Initial Term or any Extension Term, provided that such Notice shall be validly given if at the time it is given, neither Party is in material default under any of the terms, covenants and conditions in this Agreement on its part to be observed and performed:

- 2.2.2.1. Any Extension Term(s) shall be subject to the terms and conditions of this Agreement.

2.3. Yearly Review

- 2.3.1. The Parties agree to meet at a minimum once a year to review the events during that period and revise this Agreement as deemed applicable.

3. SERVICES

3.1. Grant of License

- 3.1.1. The Vendor hereby grants, subject to the terms of this Agreement, to the Purchaser, and the Purchaser hereby accepts from the Vendor a non-exclusive, personal, non-transferable license (without the right to further sublicense) to the Vendor's OneHSN Childcare Connect Platform Solution, as described in APPENDIX C: SOLUTION (the "Software"), wherein the Purchaser and its Users, shall be able to:

- 3.1.1.1. Access and execute the Software, in executable object code form, over the internet.

- 3.1.1.2. Transmit data related to its Use of the Software over the internet.

- 3.1.1.3. Download Customer Data at any time from the Software for any purpose or reason.

3.2. Software

- 3.2.1. The Vendor agrees that the Specifications of the Software's will meet or exceed what is outlined in APPENDIX C: SOLUTION.

- 3.2.2. The Vendor acknowledges that the Software shall be available to the Purchaser and its Users through all commercially reasonable endeavours 24 hours a day, seven days a week, subject to Service Level commitments on uptime/downtime.

- 3.2.3. The Purchaser acknowledges that this Agreement is not contingent on the delivery of any future functionality or features of the Software.

3.3. Implementation/Installation

3.3.1. The Vendor will coordinate implementation and installation of the Software in accordance with APPENDIX E: IMPLEMENTATION AND INSTALLATION.

3.4. Training Services and Documentation

3.4.1. The Vendor will oversee training and provide all necessary documentation for the Software in accordance with APPENDIX F: TRAINING AND DOCUMENTATION.

3.5. Support, Upgrades and Maintenance

3.5.1. The Vendor will support, upgrade and maintain the Software in accordance with APPENDIX E: IMPLEMENTATION AND INSTALLATION.

3.6. Data

3.6.1. The Vendor will migrate, process and retain Customer Data in accordance with APPENDIX H: DATA.

3.7. Time for Performance and Completion

3.7.1. Subject to any Amendment, the occurrence of any Force Majeure or the written Agreement by the Purchaser to the contrary, the Vendor shall:

3.7.1.1. Commence work, receive orders and/or supply Goods and/or Services as of the Effective Date specified.

3.7.1.2. Complete Services or deliver Goods ordered within a reasonable time thereafter or by the date specified in APPENDIX C: SOLUTION.

3.8. Quality of Material

3.8.1. Unless the Agreement otherwise provides, all Goods and/or Services supplied by the Vendor shall be new and shall conform to the requirements of the Agreement, but on the request of the Vendor, the Purchaser reserves the right to approve alternatives in writing prior to their supply.

3.8.1.1. The Purchaser's approval of changed materials shall not be considered a waiver of objection to the Goods and/or Services at any subsequent time due to their failure to conform to the Specifications.

3.8.2. Where required by the Purchaser, the Vendor shall furnish a complete written statement of the origin, composition and manufacture of all Goods to be supplied by them and shall furnish samples thereof for testing purposes, if so instructed by the Purchaser.

3.9. Defective and/or Unsuitable Goods, Services, Work, Materials, Etc.

3.9.1. Any Goods and/or Services requested under this Agreement, which are later found to be defective, flawed, damaged, do not meet accepted Specifications and/or unsuitable for their intended Use, shall be returned to the Vendor.

3.9.1.1. Such Goods and/or Services will be subject to replacement or 100% refund of the purchased price at the Purchaser's discretion.

3.9.1.2. All returned items are to be picked up at the Vendor's expense.

3.9.2. The Vendor shall be responsible for all damages caused by faulty design, defective materials, flaws, or other such reason by which their failure or the failure for whom those are responsible.

3.9.2.1. The Vendor will agree to hold the Purchaser safe and harmless from any such property damage; or claims by individuals or third parties, including any legal costs incurred by the Purchaser in connection therewith on a solicitor/client basis.

3.9.3. Where the Vendor refuses or neglects to remove any defective Good and/or Service supplied by it in accordance with a Notice by the Purchaser, such Goods and/or Service may be removed by order of the Purchaser at the Vendor's expense, and in addition to any other remedies available to the Purchaser to recover the cost and expense of such removal the Purchaser may deduct the cost and expense of such removal from any sums of money due to or to become due to the Vendor on any account.

3.9.4. Where at any time the quality of the Service carried out or the Goods supplied by the Vendor is not of a satisfactory standard:

3.9.4.1. The Purchaser may issue a verbal warning to the Vendor, outlining the deficiency in supply or other aspects of performance and requiring the Vendor to correct those deficiencies within such period of time as may be stated; or

3.9.4.2. if the deficiency is not corrected within the time specified, or having been corrected, there is a further instance of deficient performance; the Purchaser may issue a Notice to the Vendor, identifying the deficiency in performance and setting a final date or time period for its correction, and advising that if corrective steps are not taken by that date or within that time, the Purchaser may terminate the Agreement and take corrective action itself.

3.9.4.3. Where a verbal warning is given under ss. 3.9.5.1 or Notice is given under ss. 3.5.5.2 the Purchaser may hold back, until the requirements have been met, such portion of any amount payable to the Vendor as, in the opinion of the Purchaser, is reasonably required to secure correction of the deficiency.

3.9.4.4. Where ss. 3.9.4.2 applies; the Purchaser may deduct from any payment owing to the Vendor an amount equal to the cost the Purchaser has incurred in correcting the deficiency.

3.9.5. Unless the Purchaser otherwise agrees in writing, the failure or refusal by the Vendor to deliver a Good and/or Service within the time specified, or within a reasonable time where no time has been specified, or to promptly supply a replacement for a Goods and/or Service within a reasonable time after being requested to do so, when that originally supplied is rejected as unsatisfactory, shall be deemed to constitute an authority for the Purchaser to purchase on the open market to replace the Good and/or Service in question.

3.9.5.1. In the case of any such purchase, the Vendor shall reimburse the Purchaser for the extra costs incurred by reason of that purchase.

3.9.6. Where in the opinion of the Purchaser, the public interest so requires, the Purchaser may require the Vendor to furnish Goods or Services below the standard of those provided for in the Agreement, subject to a reduction in Price to be reasonably determined by the Vendor.

3.10. Obligation of Vendor to Deal in Good Faith and to Treat the Purchaser as its Most Favoured Customer

3.10.1. The Vendor is required to deal with the Purchaser in utmost good faith with respect to the performance and delivery of any Good and/or Service as agreed to by the Purchaser.

3.10.2. Throughout the Term, the Vendor shall treat the Purchaser as its most favoured customer so that:

3.10.2.1. The Price offered by the Vendor to the Purchaser shall be no less favourable than the corresponding price offered by the Vendor to any other customer; and

3.10.2.2. The bundle of Goods and/or Services offered by the Vendor to the Purchaser at the Price shall be at least as complete as that offered to any other customer of the Vendor at the same price.

3.10.3. Where during the course of the Agreement, the price for any Goods and/or Services to which this Agreement relates is lowered below the unit price incorporated into the Price in respect of that Good and/or Service, the Vendor shall so notify the Purchaser and that lower price shall be passed along to the Purchaser, and the Price payable by the Purchaser shall be adjusted accordingly, provided that this subsection shall apply only with respect to sales or supply made by the Vendor to customers who are at arm's length to the Vendor within the meaning of the Income Tax Act (RSC, 1985, c. 1 (5th Supp.)), and where the sale or supply relates to Goods and/or Services of comparable quantity and quality as those sold or supplied to the Purchaser.

3.11. Accessibility Standards

3.11.1. Vendor agrees that the Vendor is responsible to ensure that all client-facing HTML web pages are compliant with AODA.

3.12. Latest Versions and Updates

3.12.1. The Vendor has agreed to include system components that are the latest model and software releases.

3.12.2. The Vendor reserves the right to enhance or modify features of the Software but will only materially reduce the core functionality or discontinue any of the Software's modules after providing prior Notice to the Purchaser.

3.12.3. The Purchaser will receive standard updates to the Vendor's Software that are to be made available by the Vendor.

3.13. Service Warranty

3.13.1. The Vendor represents and warrants that the Software shall conform to and function in accordance with the terms and conditions of this Agreement and shall be free from any defects in material, quality and performance for the Term.

3.13.2. The Parties agree that if the Vendor cannot materially restore such functionality within thirty (30) days from receipt of Notice of said breach, the Purchaser shall be entitled to terminate the Agreement upon Notice and shall be entitled to receive a prorated refund.

3.14. Performance Review Meetings

3.14.1. The Parties have agreed that ongoing performance review meetings will be conducted annually.

3.14.2. Meetings will address performance issues or concerns, highlight useful information, data analytics, threat assessments, and trend analysis, make key recommendations where needed, and review any current product updates and roadmaps where appropriate.

3.15. Instructions and Information

3.15.1. The Parties agree to designate the following individuals to have full authorization to request support or training, transmit instructions, receive information, and notify of any defects or deficiencies regarding the Software:

The Purchaser's representative for all related inquiries:

Title: Director, Child Care and Early Years

E-mail: childrenservicesadmin@london.ca

The Vendor's representative for all related inquiries:

4. CHANGE ORDERS

4.1. Right to Make Changes

4.1.1. The Parties agree that at any time, and without invalidating this Agreement, they may request changes to s. 3 (the "Change Order Request"), in accordance with the following procedures:

4.2. Change Order Requests

4.2.1. To request a change, the Requesting Party must deliver a written request to the Receiving Party in the form attached as APPENDIX A: CHANGE ORDER REQUEST FORM.

4.2.2. A Change Order Requests must be detailed as to the following:

- 4.2.2.1. the proposed change
- 4.2.2.2. the purpose of the change
- 4.2.2.3. the benefit of the change
- 4.2.2.4. the objective for the proposed change
- 4.2.2.5. updates to the Agreement
- 4.2.2.6. implementation or performance impacts
- 4.2.2.7. additional costs (including direct costs, overhead, general and administrative expenses, and profit)
- 4.2.2.8. and any other effects (direct, indirect and consequential, including impacts and "ripple effects") to the Goods and/or Services (s. 3).

4.2.3. A Change Order Request may require supporting documentation, if requested by the Receiving Party.

4.2.4. A Change Order Request cannot be used to alter, delete, add, or modify any other article, Term or conditions of this Agreement, including Pricing (increase or decrease).

4.2.5. All Change Order Requests for terms or conditions outside s. 3 must be pursued through an Amendment.

4.2.6. The Receiving Party will have ten (10) Business Days after receiving a Change Order Request to deliver to the Requesting Party a written response (the "Change Order Response"), using the provided APPENDIX A: CHANGE ORDER REQUEST FORM, which shall include, at a minimum:

- 4.2.6.1. Confirmation of change status decision (i.e., agreed or denied), and
- 4.2.6.2. rationale if the change is denied or identification of which changes were acceptable from the Change Order Request.

4.2.7. If the Change Order Request is accept by the Receiving Party, the Parties agree to incorporate the agreed to Change Order Request and Change Order Response into the Agreement.

4.2.8. Once the Parties mutually agree to the Change Order Request, the change proposed is authorized to commence.

4.3. Delays or Performance Failures

4.3.1. The Parties have agreed that Change Order Requests shall not be utilized to excuse or absolve a Party from any delay in or failure of performance under this Agreement.

4.4. Supplemental Instructions

4.4.1. The Parties agree that either may seek clarification as to obligations or expectations as outlined in s. 3 by issuing a Notice for supplemental instructions, wherein, as determined by the Receiving Party, said request for supplemental instructions is deemed net neutral on cost and time.

4.4.2. Upon receipt of the response from the Receiving Party, the Requesting Party shall promptly proceed with the clarification as to its obligation or expectation under s. 3, without needing a Change Order Request.

- 4.4.2.1. For greater certainty, there shall be no substantial change, modification, addition, deletion and/or alteration to any term or condition within this Agreement owing to supplemental instructions.

4.4.3. The full supplemental instruction Notice exchange between the Parties shall be deemed incorporated within this Agreement.

5. REPORTING

5.1. Implementation/Installation Reports

5.1.1. The Vendor covenants that it shall continuously and regularly keep the Purchaser informed of the status of the implementation and/or installation of the Software in writing and immediately notify of any occurrences which may adversely delay or impact its delivery.

5.2. Vulnerability Assessments

5.2.1. The Vendor has agreed to cooperate with any inquiry or request from the Purchaser of any of the Vendor's vulnerability assessment(s).

5.2.2. The Vendor has agreed to confirm compliance with any applicable laws and industry standards for information vulnerability and will complete a written privacy impact questionnaire, if provided by the Purchaser, regarding the Vendor's business practices and information technology environment in relation to all Customer Data being handled and/or Software being provided by the Vendor to the Purchaser pursuant to this Agreement upon request, but no more than once a year.

5.3. Reporting Changes

5.3.1. The Purchaser reserves the right to advise the Vendor, at any time, via a Notice, of changes or amendments to any report templates and/or requirements.

5.4. Submission of Reports

5.4.1. All reports requested under s. 5 shall be sent as a PDF attachment in an e-mail to childrensservicesadmin@london.ca.

6. PRICING

6.1. Subscription Costs

6.1.1. The Purchaser has agreed to pay a subscription/license fee ("Subscription Fee") for the Software, as outlined in ss. 3.2, in accordance with the fee listed in APPENDIX D: PRICING.

6.1.2. The purchase of additional Software subscriptions/licenses shall be governed by additional subscription/license agreements at additional costs that are not more than the costs set out in APPENDIX D: PRICING for the same Software.

6.2. Implementation Costs

6.2.1. The Purchaser has agreed that implementation-related costs ("Implementation Fee") for Goods and/or Services outlined in ss. 3.3 shall be in accordance with the implementation fees listed in APPENDIX D: PRICING.

6.2.2. The Parties further agree that the Implementation Fee is strictly for work performed remotely.

6.2.3. Optionally, should the Purchaser wish to have the Vendor's Personnel attend onsite during this stage, additional travel and living expenses would apply as follows:

6.2.3.1. All travel-related expenses must be pre-approved by the Purchaser.

6.2.3.2. The Vendor may submit a claim for travel expense reimbursement; travel expenses will not be provided in advance.

6.2.3.3. The Parties agree that travel expenses may be compensated up to the actual costs or the noted maximum rates, whichever is less:

6.2.3.4. Actual car rental and gas costs or a maximum mileage reimbursement at \$0.58 per km (for travel under 5,000 km) or \$0.52 per km (for travel in excess of 5,000 km).

6.2.3.5. Accommodations will be reimbursed for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.

6.2.3.6. Actual meal costs or a per diem rate are as follows: Breakfast \$15.00; Lunch \$25.00; and Dinner \$30.00.

6.2.3.7. Receipt(s) must be submitted to verify costs and travel claims (i.e., gas receipts, car rental, accommodations, meal; if lost, the Purchaser may accept banking or credit statements that verify expense).

6.3. Training Costs

6.3.1. The Purchaser has agreed that training-related costs ("Training Fee") for Goods and/or Services outlined in ss. 3.4 shall be in accordance with the training fees listed in APPENDIX D: PRICING.

6.3.2. The Parties further agree that the Training Fee is strictly for work performed remotely.

6.3.3. Optionally, should the Purchaser wish to have the Vendor's Personnel provide training onsite, additional travel and living expenses would apply as follows:

6.3.3.1. All travel-related expenses must be pre-approved by the Purchaser.

6.3.3.2. The Vendor may submit a claim for travel expense reimbursement; travel expenses will not be provided in advance.

6.3.3.3. The Parties agree that travel expenses may be compensated up to the actual costs or the noted maximum rates, whichever is less:

6.3.3.4. Actual car rental and gas costs or a maximum mileage reimbursement at \$0.68 per km (for travel under 5,000 km) or \$0.62 per km (for travel in excess of 5,000 km).

6.3.3.5. Accommodations will be reimbursed for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.

6.3.3.6. Actual meal costs or a per diem rate are as follows: Breakfast \$15.00; Lunch \$25.00; and Dinner \$30.00.

6.3.3.7. Receipt(s) must be submitted to verify costs and travel claims (i.e., gas receipts, car rental, accommodations, meal; if lost, the Purchaser may accept banking or credit statements that verify expense).

6.4. Support, Upgrading, and Maintenance Costs

6.4.1. The Purchaser has agreed that support, upgrading, and maintenance-related costs ("Support Fee") for Goods and/or Services outlined in ss. 3.5 shall be in accordance with the support, upgrading and maintenance fees listed in APPENDIX D: PRICING.

6.5. Data Costs

6.5.1. The Purchaser has agreed that any data-related costs ("Data Fee") for Goods and/or Services outlined in ss. 3.6 shall be in accordance with the data migration fees listed in APPENDIX D: PRICING.

6.6. Additional Costs

6.6.1. The Vendor reserves the right to offer additional functionality or premium feature improvements for an additional cost; approval is subject to the Purchaser's written approval; however, the Purchaser reserves the right to substitute any existing Software for its newer version without cost.

6.7. Out of Scope

6.7.1. The Vendor has agreed that it shall only perform the Services and/or provide the Goods within the scope of this Agreement.

6.7.2. All additional Goods and/or Services shall only be authorized through an Amendment, after the Purchaser, at its sole discretion, approves the additional Goods and/or Services after its review of a full written quotation as supplied by the Vendor.

6.8. Yearly Increase

6.8.1. The Purchaser has agreed to the annual price percentage increase, for the Subscription Fee, upon the yearly anniversary of the Agreement, as noted in APPENDIX D: PRICING.

6.9. Payment and Invoicing

6.9.1. The Vendor will issue the Purchaser an annual invoice for the upcoming Subscription Fee within thirty (30) days of the subsequent Initial Term or Extension Term.

6.9.1.1. The Vendor will issue to the Purchaser an invoice for the Initial Term – Year One's Subscription Fee within thirty (30) Business Days from the Effective Date.

6.9.2. The Vendor will issue to the Purchaser invoices for all rendered services related to the Implementation Fees, Training Fees, Support Fees, and/or Data Fees on a monthly basis.

6.9.3. All annual and monthly invoices will itemize all costs and separate charges for HST.

6.9.4. The Purchaser agrees to pay the Vendor by way of Electronic Funds Transfer (EFT) within thirty (30) Business Days from the receipt of an invoice.

6.9.5. The Parties agree that the Purchaser shall not be obliged to make payment on any invoice as long as the Vendor has failed to provide any required supporting material to justify costs and/or to rectify satisfactorily any adverse departure from any performance standards applicable to any Service.

6.10. Fixed Pricing

6.10.1. Pricing quoted in APPENDIX D: PRICING remains fixed for the Initial Term and any Extension Term of this Agreement unless mutually agreed otherwise.

6.11. Late Payments

6.11.1. The Purchaser agrees to pay penalty fees for all late and/or returned payments at a rate of 5% per annum, subject to ss. 6.9.5.

6.11.2. If an invoice is disputed by the Purchaser, acting reasonably, ss. 6.11.1 will not be enforceable until thirty (30) days after the resolution of the dispute.

6.12. Returned Payments

6.12.1. The Purchaser agrees that a \$45.00 administrative fee will be charged to the account for any returned payments (cheques, credit cards, and PAP).

6.13. Credits and Refunds

6.13.1. The Vendor shall issue either a credit or refund, in favour of the Purchaser, in accordance with the following circumstances:

6.13.1.1. Subscription Fee: The Vendor will credit the Purchaser 10% of the equivalent monthly Subscription Fees listed in APPENDIX D: PRICING for each three (3) hour period for which the Software is unavailable due to Downtime but subject to Unsuitable Customer Operating Environment, for Use by the Purchaser, in a monthly period.

6.13.2. Account credits of the Vendor for any twelve (12) month period are hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in APPENDIX D: PRICING paid by the Purchaser during the prior twelve (12) month period up to the outage.

6.14. Taxes

6.14.1. All fees and other charges outlined in this Agreement are exclusive of any and all applicable Taxes.

6.14.2. Payment of all applicable Taxes shall be the responsibility of the Purchaser.

6.14.2.1. If any such Taxes has to be withheld under this Agreement, the Purchaser shall increase payment under this Agreement by such amount as to ensure that the Vendor has received an amount equal to the payment otherwise required after such withholding or deduction.

6.15. Royalties and Patent Licence Fees

6.15.1. The Vendor will pay all royalties and patent license fees required for the Goods and/or Services.

7. COMMUNICATIONS

7.1. Media Communications

7.1.1. Media communications concerning the other Party to this Agreement shall be professional and respectful.

7.1.2. Without limiting the generality of this section, each Party shall not, among other things, at any time directly or indirectly communicate with the media or any third party in relation to the Agreement or about the other Party unless it has first obtained the express written authorization to do so by the other Party.

7.2. Permissions

7.2.1. The Vendor will only make public announcements, publications, news releases, advertising or other forms of publicity regarding the Agreement with written permission from the Purchaser.

7.3. Acknowledgement

7.3.1. If written permission is granted in accordance with ss. 7.2.1, the Vendor, where applicable, will include a statement in any announcement, publication or other materials related to the Agreement that the views expressed in such announcements, publications or other materials are the views of the Vendor and do not necessarily reflect those of the Purchaser.

7.4. Association

7.4.1. Neither the Vendor nor any of its affiliates, associates, third parties, and Participating Entities shall use its association with the Purchaser without the prior written consent of the Purchaser.

7.5. No Use of the Purchaser's Insignia or logo

7.5.1. The Vendor shall not use any insignia or logo of the Purchaser except where required for the Goods and/or Services, and only if it has received the prior written permission of the Purchaser to do so.

7.6. Trademarks

7.6.1. Any trademarks and service marks (the "Trademarks") adopted by the Vendor to identify the Goods and/or Services belong to the Vendor.

7.6.2. Nothing herein grants, or shall be construed to grant, to Purchaser any rights to such Trademarks.

8. CONFIDENTIALITY

8.1. Expectations

8.1.1. The Vendor shall implement and document strict security safeguards, consistent with the highest industry standards utilized for Personal Health Information Protection Act (PHIPA), to protect the Purchaser's Data against theft, unauthorized access, disclosure, copying, use, or modification, regardless of the format. The Vendor is a mature security conscious organization where information security is about preserving the confidentiality, integrity and availability (CIA) of information. Confidentiality ensures that information is accessible only to those authorized. Integrity safeguards the accuracy and completeness of information and processing methods. Availability ensures that authorized users have access to the information when required.

8.1.2. The Vendor will provide its employees, subcontractors and other agents with access to Personal Information only when such representatives require such access in order for the Vendor to meet its obligations to the Purchaser; and enter into written confidentiality agreements that contain safeguards and standards for the protection of the Personal Information at least as strict as those contained in the Agreement and which will bar any further subcontracting or access to the Personal Information without the prior written consent of the Purchaser.

8.1.3. The Vendor covenants and warrants that it shall immediately notify the Purchaser about any request, or accidental or unauthorized access or disclosure, of Personal Information; it being understood that the Purchaser shall comply and respond to disclosure requests; and any accidental or unauthorized access or disclosure of Personal Information.

8.1.4. At the request of the Purchaser, the Vendor shall make available the Vendor's facilities for audit of the processing activities and safeguards covered by the Agreement, the audit shall be carried out by the Purchaser and all costs associated with the audit borne by the Purchaser.

8.1.5. The parties agree that immediately upon the expiration or termination of the Agreement, Vendor shall stop using the Purchaser Data and, at the choice of the Purchaser, return all the Purchaser Data transferred and the copies thereof to the Purchaser in commonly accessible file format agreed to by both parties. Per the direction of the Purchaser, the Vendor shall destroy all the Purchaser Data and certify to the Purchaser that it has done so. Given the Licensed Software is a "software-as-a-service" multi-client design, Public End Users' Personal Information may share the same or similar information with other RBB clients of the Licensed Software and therefore is deemed non-exclusive to the use of Purchaser. The Purchaser shall own exclusively all Purchaser Data collected by or for the Child Care Providers pursuant to this Agreement except Public End Users' Personal Information, which will be co-owned or non-exclusively.

8.2. Privacy Expectations

8.2.1. Without limitation, the Parties will:

- 8.2.1.1. Designate an experienced official responsible for ensuring compliance with the privacy protection provisions of the Agreement.
- 8.2.1.2. Make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement.
- 8.2.1.3. Implement appropriate privacy protection training for employees and authorized Participating Entities with access to Confidential Information under this Agreement.
- 8.2.1.4. Only collect, use and disclose Confidential Information, if necessary, to deliver the Goods and/or Services and to comply with obligations under the Agreement.
- 8.2.1.5. Not use Confidential Information collected when using or delivering the Goods and/or Services without the informed and voluntary written consent of the person; and the written consent of the parent or guardian if the person is under 18 years of age.
- 8.2.1.6. Limit access of Confidential Information to employees and authorized Participating Entities who require the Confidential Information to use or deliver the Goods and/or Services and to ensure compliance with its obligations under the Agreement.
 - 8.2.1.6.1. Before disclosing Confidential Information to employees and authorized Participating Entities who require Confidential Information, enter into an agreement requiring them to be bound by the privacy protection provisions of the Agreement.
- 8.2.1.7. Ensure the security and integrity of any Confidential Information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction of Confidential Information.
- 8.2.1.8. Provide Users with access to their Confidential Information in accordance with applicable privacy legislation, including FIPPA, MFIPPA, PHIPA, and/or PIPEDA.
- 8.2.1.9. Destroy paper records containing Confidential Information when it is no longer needed to comply with the obligations under the Agreement.
- 8.2.1.10. Ensure that electronic records containing Confidential Information that are no longer needed to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible.

8.3. Security Policies

- 8.3.1. Each Party shall maintain security policies in effect, including, but not limited to, protecting Confidential Information on behalf of third parties and Users, with appropriate reporting and record-keeping services to retain such records for such time as would be reasonable for a Receiving Party in similar circumstances.
- 8.3.2. Each Party shall implement, use and maintain other specific privacy or security measures that, in the reasonable opinion of the Disclosing Party, would improve the adequacy and effectiveness of the Receiving Party's measures to ensure the privacy and security of the records collected, created, used and disclosed in compliance with its obligations under the Agreement.

8.4. Restrictions on Copying

- 8.4.1. The Receiving Party shall not copy any of the Disclosing Party's Confidential Information, in whole or in part, unless copying is essential to fully its obligations under this Agreement.
- 8.4.2. On each copy the Receiving Party makes, the Receiving Party must reproduce all notices on the original.

8.5. Unauthorized Release

- 8.5.1. The Receiving Party shall notify the Disclosing Party immediately upon the discovery of any unauthorized use, reproduction, disclosure or distribution of the Disclosing Party's Confidential Information received in connection with this Agreement and shall in every reasonable way regain possession of such information and prevent any further unauthorized use, reproduction, disclosure or distribution of the information.
- 8.5.2. The Receiving Party shall cooperate with the Disclosing Party, its agents, contractors and auditors in any audit of or investigation into any unauthorized release of Confidential Information.

8.6. Notice and Protective Order

- 8.6.1. If the Receiving Party or any of the Receiving Party's Personnel and/or Participating Entities becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party with prompt Notice to that effect to allow the Disclosing Party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall cooperate with the Disclosing Party to the fullest extent.

8.6.2. If such protective orders or other remedies are not obtained, the Receiving Party will disclose only that portion of the Disclosing Party's Confidential Information which the Receiving Party is legally compelled to disclose, only to such person or persons to which the Receiving Party is legally obligated to disclose, and the Receiving Party shall provide Notice to each such person (in cooperation with the Disclosing Party) that the Disclosing Party's Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each person's written acknowledgment to receive and use the Disclosing Party's Confidential Information subject to those terms and conditions.

8.7. MFIPPA Records and Compliance

8.7.1. The Parties agree that this Agreement is subject to MFIPPA and, therefore, acknowledge that:

8.7.1.1. Each Party is obligated to keep Confidential Information secure.

8.7.1.2. Each Party must return all Confidential Information to the Disclosing Party before the end of the Term, with no copy or portion kept by the Receiving Party.

8.7.1.3. The Vendor agrees to provide any requested records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason, including an access request or privacy issue.

8.7.1.4. The Vendor agrees that it shall not access any Confidential Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary to provide the Goods and/or Services.

8.7.1.5. The Vendor agrees not to directly or indirectly use, collect, disclose or destroy any Confidential Information for any purposes that the Purchaser does not authorize.

8.7.1.6. The Vendor agrees to ensure the security and integrity of Confidential Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so.

8.7.1.7. The Vendor agrees to restrict access to Confidential Information to those of the Vendor's Personnel who need to know it to provide the Goods and/or Services.

8.7.1.8. The Vendor acknowledges that any Confidential Information supplied to the Purchaser may be disclosed by the Purchaser where it is obligated to do so under MFIPPA, by order of a court or tribunal or pursuant to a legal proceeding, with the provisions of ss. 8.8.1.8 prevailing over any inconsistent provisions in the Agreement.

8.8. Injunctive and Other Relief

8.8.1. The Parties acknowledge that a breach of any provisions within s. 8 may cause irreparable harm to the Disclosing Party or any third party to whom the Disclosing Party owes a duty of confidence and that the injury to the Disclosing Party or any third party may be difficult to calculate and inadequately compensable in damages.

8.8.2. The Parties agree that the Disclosing Party is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of s. 8.

9. CUSTOMER DATA

9.1. Safeguards

9.1.1. Taking into account state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Vendor shall maintain appropriate technical and organizational measures concerning Purchaser's Customer Data and to ensure a level of security appropriate to the risk.

9.1.2. The Purchaser acknowledges that the security measures are subject to technical progress and development and that any updates or modifications to the security measures from time to time will be provided to the Purchaser in writing.

9.1.3. The Purchaser reserves the right to review and make recommendations for change to any update or modification if such updates and modifications degrade or diminish the overall security of the Software.

9.2. Rights to Customer Data

9.2.1. The Purchaser shall own rights, title, and interest in and to all of its Customer Data and have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Customer Data.

9.3. Custody and Control of Customer Data

9.3.1. The Purchaser is transferring only physical custody of Customer Data to the Vendor, not control of that Customer Data.

9.3.2. Authority for the use, disclosure, access, destruction and integrity of any Customer Data remains with the Purchaser at all times.

9.4. Use of Customer Data

9.4.1. Unless otherwise approved by the Purchaser in writing, the Vendor will only use Customer Data to perform the Vendor's obligations or exercise the Vendor's rights under this Agreement.

9.5. Processing of Customer Data

9.5.1. Where the Vendor must Process the Purchaser's Customer Data on behalf of the Purchaser to provide the Goods and/or Services, the following shall apply:

9.5.1.1. Where the Purchaser is a Controller of the Customer Data covered, the Vendor shall be a Processor Processing Customer Data on behalf of the Purchaser.

9.5.1.2. Where and to the extent the Vendor Processes Customer Data as a Data Controller, the Vendor will process such Customer Data in compliance with Applicable Data Protection Laws and with reasonable security measures.

9.5.1.3. The Purchaser shall ensure that its instructions comply with all laws, rules and regulations applicable to the Customer Data and that the Processing of Customer Data per the Purchaser's instructions will not cause the Vendor to be in breach of Applicable Data Protection Law.

9.5.1.4. The Vendor shall immediately notify the Purchaser, wherein its opinion an instruction of the Purchaser infringes Applicable Data Protection Law and request that the Purchaser withdraw, amend or confirm the relevant instruction.

9.5.2. The Purchaser is solely responsible for the accuracy, quality, and legality of the following:

9.5.2.1. the Customer Data provided to the Vendor by or on behalf of the Purchaser; how the Purchaser acquired any such Customer Data; and

9.5.2.2. the Instructions it provides to the Vendor regarding the Processing of such Customer Data.

9.5.3. The Purchaser shall not provide or make available to the Vendor any Customer Data in violation of the Agreement or otherwise inappropriate for the nature of the Goods and/or Services.

9.6. Storage of Customer Data

9.6.1. Unless the Purchaser otherwise directs in writing, the Vendor will not store, disclose or have Customer Data accessible outside of securely based webpages.

9.6.2. If the Vendor determines that temporary storage and access to Customer Data may be required outside of Canada, it will first notify the Purchaser, and the Parties will work together to ensure that the storage and access take place for the minimum time necessary in the circumstances and otherwise in accordance with FIPPA, MFIPPA, PHIPA, and/or PIPEDA, and the Vendor will comply with any storage and access conditions imposed by the Purchaser.

9.7. Authorized Employees Only

9.7.1. The Vendor will ensure that no person collects, accesses, uses and/or discloses Customer Data except for those employees and/or Participating Entities of the Vendor who are required to collect, access, use or disclose the Customer Data for the purpose of the Vendor performing its obligations under this Agreement ("Authorized Employees").

9.7.2. The Vendor shall ensure that all persons authorized to Process the Purchaser's Customer Data are made aware of the confidential nature of Customer Data and have committed themselves to confidentiality (e.g., by confidentiality agreements) or are under an appropriate statutory obligation of confidentiality.

9.8. Security Measures

9.8.1. The Vendor will have appropriate security measures in place to ensure that Customer Data is collected, accessed, used, disclosed and disposed of only by Authorized Employees, including, without limitation:

9.8.1.1. Restricted access to records containing paper copies of Customer Data;

9.8.1.2. restricted access to Customer Data stored on computer systems and electronic storage devices and media by using unique user IDs and passwords that are linked to identifiable Authorized Employees;

9.8.1.3. systems containing Customer Data will be available for the Purchaser to download for a thirty (30) day period upon Termination or Expiration

9.8.1.4. Customer Data, unique IDs and passwords will not be transmitted over the Internet or any other wide area or local network (whether by e-mail or otherwise) unless:

9.8.1.4.1. The Vendor uses industry best practices and privacy-enhancing technologies for data security, including securing the transmission that renders it unreadable except by the intended recipient.

9.9. Inspection by the Purchaser

9.9.1. The Purchaser or its authorized representative may, on reasonable Notice and during-Business Hours, inspect Vendor's information management policies or practices relevant to its compliance with this Agreement.

9.10. Notice Of Non-Compliance

9.10.1. The Purchaser will promptly notify the Vendor in writing that it reasonably believes any non-compliance with s. 9 (including any misappropriation of Customer Data) and will further inform the Vendor of all steps the Purchaser proposes that the Vendor take to address and prevent the recurrence of such non-compliance

9.11. Sale of Customer Data

9.11.1. The Vendor agrees that Customer Data, and any associated data, shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties by the Vendor; and/or commercially exploited by or on behalf of the Vendor or third parties.

9.11.1.1. Notwithstanding the foregoing, the Vendor may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such its business resulting from the reorganization, spin-off, or sale of all or a portion of all the assets of any business, division, or group.

9.12. Return and Destruction of Data

9.12.1. The Vendor will not retain any records of Customer Data in any form whatsoever, including any hard copy and/or electronic format.

9.12.2. The Parties agree that upon Expiration, Termination and/or at the Purchaser's choice, the Vendor shall:

9.12.2.1. Shred all paper copies of Customer Data by a bonded, confidential destruction service

9.12.2.2. Destroy all videotapes by fully de-magnetizing and not simply erasing.

9.12.2.3. Enable the Purchaser to retrieve any Customer Data from the Services at any time, within ten (10) days of a request, and in a file format native to the stored Customer Data (i.e., Word, Excel, PowerPoint, PDF or MP4).

9.12.2.4. Enable the Purchaser to delete all Customer Data through a support request to the Vendor.

9.12.2.5. Delete all Customer Data, and delete any existing copies in compliance with its data retention and deletion policy, except to the extent that further storage by the Vendor is required by applicable law and terms of this agreement.

9.12.3. Post Termination of this Agreement, enable Customer to retrieve Data which has been stored as required by law or terms of this agreement, in a file format native to the stored Customer Data (i.e., Word, Excel, PowerPoint, PDF or MP4).

9.12.4. If return or destruction is impracticable or prohibited by law, rule or regulation, the Vendor shall take measures to block such Customer Data from any further Processing (except to the extent necessary for its continued hosting or Processing required by applicable law) and shall continue to appropriately protect the Customer Data remaining in its possession, custody, or control and, where any authorized subprocessor continues to possess the Customer Data, require the authorized subprocessor to take the same measures that would be required of the Vendor.

9.12.5. If the Vendor destroys and purges all the Customer Data in its possession, the Vendor shall provide a Content Destruction Certificate attesting to the permanent destruction of the Customer Data.

9.13. Termination for breach

9.13.1. Any breach of this s. 9 by the Vendor or its Personnel will be considered an Event of Default and will be grounds for immediate termination of this Agreement by the Purchaser without liability to the Vendor of any kind.

10. SECURITY BREACH

10.1. Vendor's Responsibility

10.1.1. The Vendor shall be responsible for incident response, business continuity and disaster recovery, and all IT-related security measures, including within server and cloud-based environments, necessary for the prudent protection of the Software and all Customer Data.

10.2. Purchaser's Responsibility

10.2.1. The Purchaser is responsible for unauthorized use of any password or account or any other known or suspected misuse of the Software by its Personnel.

10.3. Security Notification

10.3.1. The Parties agree to notify the other Party of a known or suspected Security Breach as soon as practicable but by twenty four (24) hours after becoming reasonably aware of the Security Beach.

The Vendor has agreed to notify the Purchaser of any Security Breaches as follows:

Person: Shirley Glover

Phone: (519) 661-4834 x.

E-mail: childrensservicesadmin@london.ca

The Purchaser has agreed to notify the Vendor of any Security Breaches as follows:

Person: President

10.4. Investigation

10.4.1. The Parties agree that immediately following notification of a Security Breach, the Parties shall coordinate with each other to investigate and resolve the Security Breach, including, without limitation:

10.4.1.1. Facilitating interviews with Personnel and others involved in the matter.

10.4.1.2. Make available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by the other Party.

10.5. Return to Operational State

10.5.1. In case of a Security Breach that involves the Software, howsoever caused, the Vendor shall render assistance, if requested by the Purchaser, in returning any of the Customer Data and/or the Software to a fully secure and operational state.

10.6. Public Notification

10.6.1. Where the Security Breach occurs solely due to the Vendor, with the Customer Data, or any other information pertaining to this Agreement, which is in the care and control of the Vendor, the Vendor shall be responsible for any notification requirements of the persons affected by the Security Breach at its cost.

10.6.1.1. For greater clarity, the Purchaser will not be paying or otherwise compensating the Vendor for any notification requirements as a result of the Security Breach solely caused by the Vendor.

11. INTELLECTUAL PROPERTY

11.1. Vendor's Intellectual Property

11.1.1. The Purchaser agrees that all Intellectual Property provided by the Vendor to the Purchaser, including the Software and Documentation, is not the Purchaser's Intellectual Property; newly created Intellectual Property or third party Intellectual Property and shall remain the sole property of the Vendor at all times.

11.1.2. The Purchaser acknowledges that international and national copyright laws and treaties protect the Software.

11.2. Newly Created Intellectual Property

11.2.1. All newly created Intellectual Property (concepts, products or processes) produced by or resulting from the Goods and/or Services rendered by the Vendor or which are otherwise developed or first reduced to practice by the Vendor in the Goods and/or performance of the Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Vendor unless the concepts, products or processes were conceived by, or jointly conceived with, the Purchaser. All new code/features requested by and/or developed jointly with Vendor and Purchaser shall have the quote contain a clause on IP ownership, and consideration given to IP management.

11.3. Presumption Governing Intellectual Property Ownership

11.3.1. If the Vendor's Intellectual Property or third party Intellectual Property forms any part of the Goods and/or Services, the Vendor shall notify the Purchaser of such prior to delivering the particular Goods and/or Services containing any such the Vendor Intellectual Property or third party Intellectual Property.

11.3.2. In the absence of such Notice, the Agreement shall presume that the Vendor is the sole owner of any Intellectual Property in any form contained in any of the Goods and/or Services.

11.3.3. Should the Vendor include third-party confidential, proprietary information within the Goods and/or Services, the Vendor remains responsible for securing all rights to use and repackage third-party components and pass on those rights to the Purchaser without additional charges.

11.4. No Restrictive Material

11.4.1. The Vendor shall not incorporate into any Goods and/or Services anything that would restrict the right of the Purchaser to use the Goods and/or Services in any way that the Purchaser deems necessary without providing Notification to the Purchaser of such restriction.

11.5. Purchaser's Covenants on Intellectual Property

11.5.1. The Purchaser acknowledges and agrees that the Software and any Documentation related thereto are the property of the Vendor and that the only rights which the Purchaser obtains to the Software and Documentation are those contained in this Agreement.

11.5.2. Further, the Purchaser covenants that it shall:

11.5.2.1. Not make available the Software for Use by any third party.

- 11.5.2.2. Not directly or indirectly through any third parties, attempt to reverse-engineer or de-compile the operation of the Software in any manner through current and future available technologies, except that the Purchaser may modify the Customer Data to the extent and in the manner described in the Documentation.
- 11.5.2.3. Not make copies of any portion of the Software and Documentation, except for backup purposes, and any such copies become the property of the Vendor.
- 11.5.2.4. Only carry out such modifications on the Software as previously authorized in writing by the Vendor.
- 11.5.2.5. All right, titles and interests in and to any modification to the Software belong to the Vendor.

11.6. Development Input

- 11.6.1. The Purchaser shall be entitled to provide the Vendor with information and feedback concerning the Software's functional requirements and product definition, which the Vendor may consider when formulating the product development roadmap and plans.
- 11.6.2. This cooperative process between the Parties does not create any obligation upon the Vendor to adhere to the Purchaser's feedback, nor does it create any ownership interest in the Software on the part of the Purchaser should the Vendor incorporate any of the Purchaser's suggestions into the development plan or ultimately into the Software unless under the provisions outlined in ss. 11.2.1. of this agreement

11.7. Breach

- 11.7.1. The Parties recognize that the Software and related Documentation are essential and of central importance to the business of the Vendor, and if the Purchaser shall breach any part of s. 11, the Vendor shall have the right, in its sole discretion, to Terminate this Agreement.
- 11.7.2. In the event of a breach, the Vendor shall have the right to seek damages for any special, indirect or consequential damages, including but not limited to lost profits, revenues, or other commercial or economic losses.
- 11.7.3. To assist the Vendor in protecting its proprietary rights, the Purchaser shall permit the Vendor to inspect, during ~~normal business hours~~ Business Hours, the facility at which the Software is used and/or stored.

12. RECORDS

12.1. Financial Records

- 12.1.1. The Vendor shall keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of all payments received, charges, evidence of payment, and/or billing associated with this Agreement, for a minimum period of seven (7) years from their creation.
- 12.1.2. The Parties agree that in the event the Vendor ceases operation, the Vendor will not dispose of any records, documents, materials, or statements related to the Agreement without the prior consent of the Purchaser, which may be given subject to such conditions, as the Purchaser deems advisable.

12.2. Data Files and/or Records

- 12.2.1. Any data, files, logs, reports, documents and materials collected and/or prepared by the Vendor to fulfill its obligations under this Agreement, exclusive of Customer Data, must be kept for a minimum period of seven (7) years from their creation.
- 12.2.2. All such data, files, logs, reports, documents and materials collected and/or prepared may be requested and reviewed by the Purchaser at any time and shall be delivered by the Vendor to the Purchaser upon request.

12.3. Investigations

- 12.3.1. The Purchaser may, at its own expense, upon twenty-four (24) hours' Notice to the Vendor, and during Business Hours, enter upon the Vendor's premises to investigate the Vendor regarding the Vendor's compliance with the Agreement, including assessing any of the following:
 - 12.3.1.1. The truth of any of the Vendor's representations and warranties.
 - 12.3.1.2. The progress of the Goods and/or Services.
 - 12.3.1.3. The Vendor's invoices and payment records.

12.4. Audits

- 12.4.1. The Vendor shall permit Personnel of the Purchaser, at any time during the Term of this Agreement, and for seven (7) years after the Termination or Expiration of the Agreement, and during the Vendor's Business Hours to audit, review and make copies, at the Purchaser's expense, of the Vendor's, financial records, books of account, and other documents relating to this Agreement provided that the Purchaser gives the Vendor twenty- four (24) hours' Notice of its intention to do so and that a representative of the Vendor be present and their presence is not unreasonably withheld.

12.5. Security Audit for Purchaser Account

- 12.5.1. The Vendor agrees that the Purchaser may perform an annual assessment, audit, examination or review of all controls in the Vendor's physical and/or technical environment concerning all Customer Data being handled in relation to the Software.
- 12.5.2. The Vendor shall fully cooperate with such assessment by providing access to knowledgeable Personnel and documentation related to processes, stores, or transport of Customer Data for the Purchaser.
- 12.5.3. The Purchaser has agreed to coordinate all security audit requests with the Vendor's designated security Personnel.
- 12.5.4. If a third party is selected to perform an audit on behalf of the Purchaser, the Purchaser will ensure that the third party has signed a non-disclosure agreement prior to commencing with the audit.

12.6. Cooperation

- 12.6.1. To assist the Purchaser in respect of its rights provided for under s. 12, the Vendor will reasonably cooperate with the Purchaser by:
 - 12.6.1.1. Ensuring the Purchaser has access to the records, logs, and documents wherever they are located.
 - 12.6.1.2. Assisting the Purchaser in copying records and documents related to this Agreement.
 - 12.6.1.3. Providing to the Purchaser, in the form the Purchaser specifies, any information the Purchaser identifies.

12.7. Control of Records

- 12.7.1. No provision of the Agreement will be construed to give the Purchaser any control whatsoever over any of the Vendor's records.

13. INDEMNITY

13.1. Indemnification by the Vendor

- 13.1.1. The Vendor agrees that it will indemnify and hold harmless the Purchaser and each of its council members, directors, managers, supervisor, employees, and those for whom the Purchaser is at law responsible from and against any and all Claims, by whomsoever made, sustained, incurred, brought or prosecuted, including for third-party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Vendor, its Participating Entities, or its respective directors, officers, agents, employees, affiliates, and/or volunteers in the course of carrying out, providing and/or administering the Goods and/or Services and/or in connection with this Agreement.

13.2. Indemnity against Indirect Damages

- 13.2.1. The Vendor further agrees to indemnify and hold harmless the Purchaser for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit by any person, entity or organization, including, without limitation, the Purchaser, claimed or resulting, from such Claims.

13.3. Indemnity against Employment Matters

- 13.3.1. Nothing under this Agreement shall render the Purchaser responsible for any employment, benefit or termination liability (including those under or in connection with WSIA), whether statutorily required, at common law or otherwise, resulting from the Goods and/or Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor.
- 13.3.2. If employment-related costs or other related responsibilities fall to the Purchaser for any reason whatsoever, the Vendor agrees to indemnify the Purchaser for such expenses and/or Claims.

13.4. Indemnity against Disclosure and Infringement

- 13.4.1. The Vendor shall well and truly save, keep harmless and fully indemnify the Purchaser from and against all Claims whatsoever which may be brought against or made upon them or any of them for:
 - 13.4.1.1. the infringement of or use of any Intellectual Property rights, including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda or computer software furnished by the Vendor in relation to the Goods and/or Services; and
 - 13.4.1.2. disclosure or use by the Vendor and/or any of its Personnel or any person for which it is at law responsible of Confidential Information contrary to MFIPPA, PHIPA, and/or PIPEDA, except to the extent authorized in writing by the Purchaser.

13.5. Notification

- 13.5.1. The Purchaser shall Notify the Vendor of any Claim that is asserted and each action or suit that is filed or served and provide the Vendor with a copy of any written documentation received in relation to the Claim, for which the Purchaser is seeking indemnification pursuant to ss. 13.1, ss. 13.2, ss. 13.3 and ss. 13.4 provided that failure to give such Notice shall not relieve the Vendor.

- 13.5.2. Upon notification, the Vendor may thereafter assume control of such Claim, provided that the Purchaser shall have the right to participate in the defense or settlement of such Claim.
- 13.5.3. The Purchaser may employ counsel at its own expense to assist with any such Claim; however, if such counsel is necessary because of a conflict of interest of either the Vendor or its counsel or because the Vendor does not assume control, the Vendor shall bear the expense of such counsel.
- 13.5.4. The Vendor may not settle any Claim, admit any liability, or consent to any judgment with respect thereto without the consent of the Purchaser, which consent may not be unreasonably withheld, delayed or rejected.

13.6. Indemnification by the Purchaser

The Purchaser shall indemnify and hold the Vendor and all its Personnel, board members, and shareholders harmless from any and all Claims brought against it arising out of the operational utilization of the Goods and/or Services by the Purchaser and its Personnel save, and except where said Claims occur as a result of the breach of this Agreement by the Vendor or the Vendors gross negligence or willful misconduct or the failure of the Goods and/or Services to meet Specifications.

14. INSURANCE

14.1. Requirements

- 14.1.1. The Vendor has agreed to purchase and maintain in force all the necessary and appropriate insurance that a prudent person carrying out similar Services or providing similar Goods would carry.
- 14.1.2. For greater clarity, the Vendor, at its own expense, with an insurer acceptable to the Purchaser that has a secure A.M. Best rating of B+ or greater, shall carry the following insurance policies:
 - 14.1.2.1. **Commercial general liability** insurance on an occurrence basis for third-party bodily injury/death, personal injury/death and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) products and completed operations aggregate.
 - 14.1.2.1.1. The policy is to include the following:
 - 14.1.2.1.1.1. as an additional insured "The Corporation of the City of London";
 - 14.1.2.1.1.2. contractual liability coverage;
 - 14.1.2.1.1.3. cross-liability clause;
 - 14.1.2.1.1.4. employers liability coverage (or compliance with ss. 14.10);
 - 14.1.2.1.1.5. 30-day Notice of cancellation, termination or material change; and
 - 14.1.2.1.1.6. tenants' legal liability coverage (if applicable and with applicable sub-limits).
 - 14.1.2.2. **Errors and omissions professional liability** covering the Goods and/or Services described in this Agreement, such policy to provide coverage for an amount not less than two million dollars (\$2,000,000) dollars and to continue for twelve (12) months following the Expiry or earlier Termination of the Agreement.
 - 14.1.2.2.1. The coverage under the policy will cover insurable losses arising out of or in association with an error or omission in rendering or failure to complete and provide the Goods and/or Services as set out in this Agreement.
 - 14.1.2.2.2. Coverage under the policy will respond to, but not be limited to, the following occurrences:
 - 14.1.2.2.2.1. Privacy breaches and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of Confidential Information.
 - 14.1.2.2.2.2. Failure to properly handle, manage, store, destroy or control Customer Data and the failure to comply with privacy laws and their respective regulations regarding its collection, access, transmission, processing and disclosure.
 - 14.1.2.2.2.3. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach, including the defence of any regulatory action involving a breach of privacy.
 - 14.1.2.2.2.4. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic Security Breaches, denial of service, the spread of the virus within the Purchaser's computer network or other third party computer information systems and will further include expenses related to third party computer forensics.
 - 14.1.2.2.2.5. Privacy breach expenses, including crisis management related to electronic and non-electronic breaches.

- 14.1.2.2.2.6. Content or media liability, including personal and advertising liability, Intellectual Property infringement coverage arising out of media content created, produced or disseminated by the Vendor.
- 14.1.2.2.2.7. Coverage for the delay in the performance of a contract or Agreement resulting from an error or omission.
- 14.1.2.2.2.8. Coverage for damages resulting from dishonest and criminal acts committed by Personnel of the Vendor.
- 14.1.2.2.3. If coverage is to be cancelled or non-renewed for any reason, the Vendor shall provide the Purchaser with ninety (90) days Notice of said cancellation or non-renewal.
- 14.1.2.2.4. The Purchaser may request an Extended Reporting Endorsement be purchased by the Vendor at the Vendor's expense.
- 14.1.2.2.4.1. The Purchaser will decide the Term of the Extended Reporting Endorsement up to a maximum of five (5) years post current policy lapse.

14.2. All-Risk Coverage

- 14.2.1. The Vendor is responsible for any loss or damage to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such.

14.3. Subrogation

- 14.3.1. The Vendor shall have no claim against the Purchaser or the Purchaser's insurers for any damage or loss to its property in the performance of its obligations under this Agreement and shall require its insurers to waive any right of subrogation against the Purchaser.

14.4. Non-Contribution

- 14.4.1. The Vendor has agreed that each insurance policy shall provide that the policy is non-contributing and applies only as primary and not as excess to any other insurance available to the Purchaser.

14.5. Liability Limits

- 14.5.1. The Vendor has agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor under this Agreement.

14.6. Deductibles

- 14.6.1. The Parties agree that the insurance policies noted in ss. 14.1.2.1, ss. 14.1.2.2, and ss. 14.2 may be subject to reasonable deductible amounts, which the Vendor shall solely bear.

14.7. Participating Entities

- 14.7.1. Where a Participating Entity is retained for the Goods and/or Services, the Vendor must ensure the necessary insurance equal to the limits and coverages required herein.

14.8. Insurance Certificates

- 14.8.1. The Vendor has agreed that it shall submit a certificate evidencing the insurance policies noted in ss. 14.1.2.1 and ss. 14.1.2.2 signed by the insurer or an authorized agent of the insurer, which must be delivered to the Purchaser prior to the execution of this Agreement.
- 14.8.2. The Vendor further agrees that at the expiry of insurance policies, originally signed certificates evidencing renewal will be provided to the Purchaser without Notice or demand.

14.9. Continuous Coverage

- 14.9.1. Notwithstanding anything to the contrary in this Agreement, the Vendor has agreed that insurance shall be kept in full force and effect throughout the Term and for a period ending no sooner than one (1) year after the Termination or Expiration of this Agreement, as the case may be.

14.10. WSIB

- 14.10.1. If the Vendor does not have employers' liability coverage, the Vendor shall ensure that any and all persons, including but not limited to volunteers, students, Participating Entities, or any other individual providing Goods and/or Services under this Agreement, have secured WSIB coverage, whether required statutorily or not, for the Term.
- 14.10.2. Furthermore, the Vendor represents and warrants that it shall be in good standing with WSIB throughout the Term.
- 14.10.3. The Vendor agrees that it is not, nor is any person hired by it, covered by the Purchaser under WSIA, and the Vendor shall be responsible for and shall pay all dues and assessments payable under the WSIA, whether provincial or federal, in respect to the Vendor and the Vendor's Personnel.
- 14.10.4. Upon the Purchaser's request, the Vendor shall produce a clearance certificate issued by WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Goods and/or Services and that the Purchaser is relieved of financial liability.
- 14.10.5. Thereafter, throughout the Term, a new clearance certificate may be requested by the Purchaser from the Vendor every ninety (90) days or upon expiry of the certificate's validity period, whichever comes first.

15. DISPUTE RESOLUTION PROCESS

- 15.1. The Parties have agreed to use the dispute resolution process herein to resolve any issues arising between them under the terms of this Agreement.
- 15.2. However, the Parties agree that the dispute resolution process prescribed in this article does not limit, affect, modify, or alter any rights and remedies of the Parties to Terminate this Agreement.

15.3. Dispute Resolution by Rectification Notice

- 15.3.1. The Parties agree that when a Party fails to comply with any of its obligations under the Agreement (a "Defaulting Party"), the Party not in default (a "Non-Defaulting Party") may deliver a Rectification Notice setting out the manner and time frame for rectification.
- 15.3.2. Within seven (7) Business Days of receipt of the Rectification Notice, the Defaulting Party shall either:
- 15.3.2.1. Comply with the terms of the Rectification Notice, or
 - 15.3.2.2. deliver a satisfactory rectification plan (a "Rectification Plan") to the Non-Defaulting Party.

15.4. Dispute Resolution by Formal Discussion

- 15.4.1. If a Defaulting Party fails to either (a) comply with a Rectification Notice or (b) deliver a satisfactory Rectification Plan, the Parties shall attempt to resolve the dispute identified in the Rectification Notice by means of a Formal Discussion within ten (10) Business Days after receipt of a Notice of the Defaulting Party's failure to comply with a Rectification Notice or to provide a satisfactory Rectification Plan.

15.5. Dispute Resolution by Mediation

- 15.5.1. If the Formal Discussion fails to resolve some or all of the issues in dispute identified in the Rectification Notice, the Parties shall attempt to resolve all of the remaining issues through mediation.
- 15.5.2. If the Parties do not resolve the remaining issues in dispute through mediation, then either Party may pursue resolution through legal means.

15.6. Performance during Dispute Resolution

- 15.6.1. Subject to the terms and conditions of this Agreement, unless requested or otherwise agreed to by the Purchaser, the Vendor shall not stop or suspend the delivery of Goods and/or performance of the Services hereof pending the resolution of any dispute.
- 15.6.2. At any time prior to the resolution of a dispute, the Purchaser may provide a written direction to the Vendor as to the manner by which it shall deliver Goods and/or Services pending resolution of the dispute, and the Vendor shall proceed as directed.

16. REPRESENTATIVES MAY BIND THE PARTIES

- 16.1. The Parties confirm that their respective representatives have the authority to legally bind them to the extent permissible by law.

17. WHOLE AGREEMENT

- 17.1. This Agreement represents the whole contract between the Parties and supersedes and replaces all other arrangements, whether written or oral, between the Purchaser and the Vendor, concerning the subject matter hereof.
- 17.2. As of the Effective Date of this Agreement, any services, funding or other agreements between the Purchaser and the Vendor relating to the Goods and/or Services existing prior to the Effective Date are terminated and of no further force and effect.

18. NUMBER, GENDER, PERSON

- 18.1. The Parties agree that words or numbers in or implying the singular include the plural and vice versa, and words having gender include all genders in this Agreement.

19. AMBIGUITIES

- 19.1. Any ambiguities or uncertainties in phrases or terminology employed under this Agreement will be given the interpretations determined by the Purchaser in its discretion, acting reasonably, and the same shall be binding upon the Parties.

20. INTERPRETATION

- 20.1. The protections extended to the Purchaser under the articles, section and/or clauses hereof shall be read independently one from the other, and one such clause shall not be construed as to limit the protections given to Purchaser under any other.

21. APPENDICES

- 21.1. The Parties agree that the following Appendices shall be deemed to be incorporated herein by reference:

- 21.1.1. APPENDIX A: CHANGE ORDER REQUEST FORM
- 21.1.2. APPENDIX B: [Intentionally left blank]
- 21.1.3. APPENDIX C: SOLUTION
- 21.1.4. APPENDIX D: PRICING
- 21.1.5. APPENDIX E: IMPLEMENTATION AND INSTALLATION
- 21.1.6. APPENDIX F: TRAINING AND DOCUMENTATION
- 21.1.7. APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE
- 21.1.8. APPENDIX H: DATA

21.2. The Parties agree that to the extent any terms or conditions of an Appendix conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control unless the Agreement expressly and states explicitly that an Appendix shall supersede the Agreement on a specific matter.

22. LANGUAGE

- 22.1. The Parties agree that this Agreement and any related documents be drawn up in English unless mutually agreed otherwise.
- 22.2. The Parties agree that the English-language version of the Agreement takes precedence over any other translations or versions.

23. ARTICLES AND SECTIONS

- 23.1. The Parties agree that any reference in the Agreement to an article or section or any other subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly labelled provision of this Agreement and is for convenience of reference and shall not affect the construction or interpretation of this Agreement.
- 23.2. All numerical references to a heading, article, or section include reference to any and all subsections, as the context requires

24. HEADINGS

- 24.1. The headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement.

25. CURRENCY

- 25.1. The Parties agree that reference to currency is to Canadian currency, and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

26. COST AND EXPENSES

- 26.1. The Parties agree that all costs and expenses (including without limitation the fees and disbursements of legal counsel) connected with this Agreement, except all costs associated with a Party's indemnification responsibilities, shall be paid by the Party incurring that expense.

27. NON-EXCLUSIVITY

- 27.1. The Vendor acknowledges and agrees that entering into this Agreement with the Purchaser is not a guarantee or promise of exclusivity.
- 27.2. The Purchaser, at its discretion, may arrange for the performance of any Service or procure same or similar Goods by entities (internal and external) other than the Vendor.

28. WAIVER

- 28.1. The Parties agree that no term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by an authorized representative of the Party claiming to have waived or consented.
- 28.2. The Parties agree that no consent by a Party to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach, except where expressly indicated otherwise.

29. SURVIVAL

- 29.1. The Parties agree that all representations, warranties and obligations for confidentiality (s. 8), customer data (s. 9), security breach (s. 10), intellectual property (s. 11), record-keeping (s. 12), indemnification (s. 13), and insurance (s. 14) as outlined in this Agreement shall survive Termination or Expiration of the Term and will continue in force after, and despite, such Termination or Expiration until they are satisfied or by their nature expire.

30. SEVERABILITY

- 30.1. The Parties agree that if any term or other provision of this Agreement or attached Appendix is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.
- 30.2. If one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement is declared invalid by final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.

31. JOINT AND SEVERAL LIABILITY

- 31.1. Where the Vendor comprises more than one entity, each entity will be jointly and severally liable to the Purchaser for the fulfillment of the obligations of the Vendor under the Agreement.

32. AMENDMENTS

- 32.1. The Parties agree that any change or alteration to this Agreement shall be made in writing and signed by the Parties unless an article or section in this Agreement has expressly stated otherwise.
- 32.2. For additional clarity, this Agreement cannot be unilaterally modified by any internal policies, procedures, guidelines, correspondence, or other documents (i.e., posted electronically on a public website) from either Party.

33. SUCCESSORS

- 33.1. The Parties agree that this Agreement shall be binding upon and to the benefit of the successor and permitted assigns of each Party.

34. FURTHER ASSURANCES

- 34.1. The Parties agree that at any time and upon the request of the other Party, execute and deliver such documents and do such further acts and things as the Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

35. FORUM OF LAW

- 35.1. The Parties agree that this Agreement shall be governed by, and construed and enforced under, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 35.2. The Parties agree that each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.
- 35.3. Unless the Purchaser otherwise agrees in writing, any action or other legal proceeding arising under the Agreement (including any motion or other interlocutory proceeding) shall be brought in the Superior Court of Ontario sitting in London, Ontario.

36. COMPLIANCE WITH LAWS

- 36.1. The Vendor agrees that it shall comply with all laws, statutes, regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, and requirements of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commission and councils having jurisdiction hereof, including the Employment Standards Act, 2000, S.O. 2000, c. 41; Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11; the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56; the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5; Personal Health Information Protection Act, 2004, S.O. 2004, c.3, Sched. A; Human Rights Code, R.S.O. 1990, c. H.19; French Language Services Act, R.S.O. 1990, c. F.32; and Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended or re-enacted from time to time, with all regulations thereunder, and any successor legislation.

37. RIGHTS AND REMEDIES CUMULATIVE

- 37.1. The rights and remedies of the Purchaser under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

38. NOT A PARTNER, AGENT OR EMPLOYEE

- 38.1. The Vendor shall have no power or authority to bind the Purchaser or assume or create any obligation or responsibility, expressed or implied, on behalf of the Purchaser.

- 38.2. The Vendor shall not hold itself out as an agent, partner or employee of the Purchaser.
- 38.3. Nothing in the Agreement shall create an employment, partnership or agency relationship between the Purchaser and the Vendor or any of the Vendor's Personnel.
- 38.4. Expressly, the Parties agree that it is not intended by this Agreement that the Vendor or any of its directors, officers, employees, Participating Entities, agents or volunteers, employed or retained by the Vendor, shall be an employee of the Purchaser for the purpose of any applicable legislation including the Income Tax Act, R.S.C., 1985, c. 1 (51 h Supp.); Canada Pension Plan, R.S.C., 1985, c. C-8; Employment Insurance Act, S.C. 1996, c. 23; Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A; Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and the Health Insurance Act, R.S.O. 1990, c. H. 6, all as amended from time to time and any legislation in substitution thereof.

39. RESPONSIBILITY OF VENDOR

- 39.1. The Vendor shall be responsible for the action or inactions of its Personnel and Participating Entities.
- 39.2. The Vendor shall advise all Personnel and Participating Entities of their obligations under the Agreement and ensure their compliance with the applicable terms of the Agreement.
- 39.3. The Vendor agrees it shall be solely responsible for any payments to its Personnel and Participating Entities employed, engaged, or retained by it to assist the Vendor in its obligations under this Agreement.
- 39.4. The Vendor shall coordinate the services of its Personnel and Participating Entities and ensure that this coordination complies with all relevant requirements of this Agreement.

40. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 40.1. The Vendor represents, warrants and covenants that:
- 40.1.1. It is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement.
- 40.1.2. It has the full right and power to enter into the Agreement, and there is no arrangement with any other person that would interfere with the Purchaser's rights under this Agreement.
- 40.1.3. The Goods and /or Services to be supplied under this Agreement will be in accordance with the Purchaser's requirements and expectations, as set out herein.
- 40.1.4. It has the full and unencumbered right to grant to the Purchaser access to and use of the Software as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements, including any third party components embedded in the Software, and that the rights granted herein will not violate the terms of its agreements with any third parties.
- 40.1.5. The proprietary Software applications, modules, and platforms are free of spyware and malware.
- 40.1.6. There are no actions, claims, suits or proceedings pending or, to its knowledge, threatened against or adversely affecting it or any of its Participating Entities in any court or before or by any federal, provincial, municipal or other government departments, commission, board, bureau or agency, Canadian or Foreign, that might affect the Vendor's or its proposed Participating Entities' financial condition or ability to perform and meet any and all duties, liabilities and obligations as may be required under this Agreement, including the right to grant others the right to access and use the Software and/or the Documentation.
- 40.1.7. It has a code of conduct and ethical responsibilities, including a policy on protecting privacy in accordance with MFIPPA, PHIPA, and/or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information.
- 40.1.8. It has a policy on conflict of interest for all persons at all levels.
- 40.1.9. It has a policy on access for all persons in accordance with the AODA.
- 40.1.10. It shall at all times comply and ensure compliance with all applicable federal, provincial or municipal legislation relating to occupational health and safety, including, without limitation, the Occupational Health and Safety Act, R.S.O. 1990 c. O.1, as amended, and any and all applicable industry standards and guidelines pertaining to the Services.
- 40.1.11. That no rights under the Human Rights Code, R.S.O. 1990, C. H.19, as amended, or other applicable Human Rights Policy will be infringed due to its actions and inactions in accordance with the Agreement.
- 40.1.12. It has the licenses, permits or other approvals from federal, provincial, municipal or other government authorities and such private licenses, permits or approvals as necessary to enable the Vendor to furnish the Goods and/or Services pursuant to this Agreement.
- 40.1.13. It and its officers and Personnel shall remain members in good standing with any applicable regulatory college or professional association.

- 40.1.14. It has taken and will continue to take for the Term all reasonable actions to minimize and reduce the costs related to the Goods and/or Services that may be incurred as a result of the Termination or Expiration of the Agreement, including negotiating all contracts related to the Goods and/or Services, such as employment contracts, on terms and conditions that will enable the Vendor to minimize their cancellation costs in the event of the Termination or Expiration of the Agreement.
- 40.2. Upon the request of the Purchaser, the Vendor will provide the Purchaser with proof of the matters referred to in ss. 41.1.1, ss. 41.1.2, ss. 41.1.3, ss. 41.1.4, ss. 41.1.5, ss. 41.1.6, ss. 41.1.10, ss. 41.1.11, ss. 41.1.12, ss. 41.1.13, and ss. 41.1.14.

41. GOVERNANCE

- 41.1. The Vendor represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which this Agreement is in effect:
- 41.1.1. Procedures to enable the Vendor to deliver the Goods in a timely manner.
- 41.1.2. Procedures to enable the Vendor to carry out the Service successfully.
- 41.1.3. Procedures to enable the Vendor to promptly identify risks to the continuation of the Goods and/or Services and strategies to address the identified risks.
- 41.1.4. Procedures to respond to and recover from instances of wrongdoing within the Vendor's organization, including Participating Entities, and if requested, submit a plan to address the wrongdoing to the Purchaser.
- 41.1.5. Procedures to enable the preparation and delivery of all Reports.
- 41.1.6. Procedures to enable the Vendor to deal with such other matters as the Purchaser considers necessary to ensure that the Vendor carries out its obligations under the Agreement.
- 41.2. Upon the request of the Purchaser, the Vendor will provide the Purchaser with proof of the matters referred to in ss. 42.1.1, ss. 42.1.2, ss. 42.1.3, ss. 42.1.4, ss. 42.1.5, and ss. 42.1.6.

42. CONFLICT OF INTEREST

- 42.1. The Vendor covenants that it shall:
- 42.1.1. Avoid any Conflict of Interest in the performance of its contractual obligations.
- 42.1.2. Disclose to the Purchaser immediately any actual or potential Conflict of Interest that arises during the performance of its contractual obligations.
- 42.1.3. Comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest.
- 42.2. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may immediately terminate the Agreement upon giving Notice to the Vendor where:
- 42.2.1. The Vendor fails to disclose an actual or potential Conflict of Interest.
- 42.2.2. The Vendor fails to comply with any requirements prescribed by the Purchaser to resolve a Conflict of Interest.
- 42.2.3. The Vendor's Conflict of Interest cannot be resolved.

43. NOTICES

43.1. Method

- 43.1.1. The Parties agree that any demand, direction or other communication to be made or given hereunder shall be in writing and may be made or provided by personal delivery, by courier, by email, or sent by registered mail, charges prepaid, addressed to the respective Parties as follows:

Where the Purchaser is the intended recipient:

The Corporation of the City of London
300 Dufferin Avenue, London, ON N6A 4L9
Email: childrenservicesadmin@london.ca
Attention: Deputy City Manager, Social and Health Development

Where the Vendor is the intended recipient:

RBB Innovations Ltd. o/a One Human Service Network
Suite 1, 96 White Oak Drive East, Sault Ste. Marie, ON P6B 4J8
Email: darryl@onehsn.com
Attention: President

43.2. If By Personal Delivery or Courier

- 43.2.1. The Parties agree that any communications made by personal delivery or courier shall be conclusively deemed to have been given and received on the day of the actual delivery thereof.

43.3. If By Registered Mail

43.3.1. The Parties agree that any communication that is mailed shall be conclusively deemed to have been given and received on the fifth (5th) Business Day following the date of mailing, but if at the time of mailing or within five (5) Business Days after that, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail then the communication may be delivered or transmitted through email instead.

43.4. If By Email

43.4.1. The Parties agree that any communications made or provided by email shall be conclusively deemed to have been given and received on the first Business Day following the transmittal.

44. ASSIGNABILITY

44.1. Consent Required

44.1.1. Neither Party shall assign the whole or any part of its obligations to this Agreement, except under ss. 45.5.2, without the prior written consent of the other Party.

44.2. Assignment and Assumption

44.2.1. In the event of an approved assignment, the Parties agree that the assignment may not be enforceable until the execution of an Assignment and Assumption arrangement between the Parties and the assignee, which said arrangement would be subject to the terms and conditions that the Purchaser may impose.

44.3. Transfer of Software License

44.3.1. Neither the Software nor the license nor any rights, duties, or obligations of the Purchaser under this Agreement may be rented, distributed, assigned, sublicenses or otherwise transferred by the Purchaser without the prior written consent of the Vendor.

44.4. Participating Entities

44.4.1. Without limiting the generality of the conditions which the Purchaser may require before consenting to the Vendor's use of a Participating Entity by the Vendor, every contract entered into by the Vendor with Participating Entities shall adopt all of the terms and conditions of the Agreement as far as applicable to those parts of the Goods and/or Services provided by Participating Entity.

44.4.2. All Participating Entities used by the Vendor shall meet all the requirements of the Agreement.

45.4.3 The Vendor shall provide the purchaser with a list of all Participating Entities,

44.5. Duty to Disclose Change of Control

44.5.1. If the Vendor undergoes a change in control, the Vendor shall immediately disclose such change in control to the Purchaser.

44.5.2. Notwithstanding ss. 45.1.1, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party.

45. FORCE MAJEURE

45.1. Responsibility

45.1.1. Except for payment obligations under this Agreement, neither Party is responsible for delays or failures resulting from a Force Majeure event.

45.2. Obligations

45.2.1. The Party suffering (the "Affected Party") the Force Majeure event will:

45.2.1.1. Implement its applicable disaster recovery plan to the extent appropriate and practicable.

45.2.1.2. Give the other Party prompt Notice of the occurrence of a Force Majeure event.

45.2.1.3. Use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster.

45.2.1.4. Provide periodic updates to the other Party regarding its efforts to re-commence performance until the performance has been re-commenced in accordance with this Agreement.

45.3. Obligation Suspended

45.3.1. Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives Notice until the cessation of the Force Majeure Event.

45.4. Purchaser's Entitlement

45.4.1. Where the Affected Party is the Vendor, the Purchaser shall be entitled to contract with a third party to meet its needs for Goods and/or Services for the duration of the Force Majeure Event.

45.4.2. In such a case, the consideration (if any) payable to the Vendor shall be reduced by an equitable amount to reflect the Goods and/or Services provided by the third party.

45.5. Additional Consideration

45.5.1. Notwithstanding anything contrary, the Vendor shall not be entitled to any increase in the consideration on account of any impact of a Force Majeure Event.

45.6. Cessation

45.6.1. On the cessation of such Force Majeure Event, the Affected Party shall:

- 45.6.1.1. immediately give Notice to the other Party of the cessation of the Force Majeure Event; and
- 45.6.1.2. resume performance of the obligations suspended as a result of the Force Majeure Event.

46. EVENT OF DEFAULT

46.1. Conditions for Default

46.1.1. The Parties agree that an Event of Default occurs under any of the following conditions:

- 46.1.1.1. That, if in the opinion of a Party ("Non-Defaulting Party"), the other Party ("Defaulting Party") is in material breach of the performance of, or compliance with any term, representation, condition, warranty, covenant, obligation and/or other material terms of this Agreement, which may include quality of Goods; Service performance; payment; provision of reports; insurance, WSIA, media, records, auditing, confidentiality obligations; or in the event of a second similar or same Rectification Notice.
- 46.1.1.2. That, on the sole opinion of the Purchaser, there is a material adverse change in risk.
- 46.1.1.3. A Party ceases to operate or carry on business as a going concern.
- 46.1.1.4. A Party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such Party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy")
- 46.1.1.5. A Party is wound up, dissolved, or otherwise ceases to carry on business.
- 46.1.1.6. A Party, or any of its associated Participating Entities relevant to this Agreement:
 - 46.1.1.6.1. Is not in compliance with all applicable laws regarding the operation of its respective business.
 - 46.1.1.6.2. Is involved in judicial or arbitral proceedings against the other Party.
 - 46.1.1.6.3. Is convicted of a statutory offence relating to the other Party which has not been cured.
 - 46.1.1.6.4. Acts or behaves in a way that brings the other Party's reputation into disrepute.
 - 46.1.1.6.5. Acts or behaves in an abusive or discriminatory manner to any Personnel of the other Party.
 - 46.1.1.6.6. Is related to or controlled by another person to which conflict of interest is actual or potential.
- 46.1.1.7. A Party has knowingly provided false or misleading information to the other Party or communicated with the other Party.
- 46.1.1.8. A Party's representation or a warranty is incorrect in any material respect on the date on which such representation or warranty was made.

46.2. Notice Period

46.2.1. If an Event of Default occurs under ss. 46.1.1.1, and ss. 46.1.1.2, the Non-Defaulting Party agrees to:

- 46.2.1.1. Notify the Defaulting Party in writing the particulars of the Event of Default.
 - 46.2.1.1.1. It is the obligation of the Party affected by an Event of Bankruptcy to immediately give Notice thereof to the other Party.
- 46.2.1.2. Provide the Defaulting Party with an opportunity to remedy the Event of Default.
- 46.2.1.3. Notify the Defaulting Party of the period of time within which the Party is required to remedy the breach (the "Notice Period").

46.2.2. If the Defaulting Party does not remedy the Event of Default within the Notice Period and it becomes apparent to the Non-Defaulting Party that the Defaulting Party cannot completely cure the Event of Default within the Notice Period or the Defaulting Party is not proceeding to remedy the Event of Default in a way that is satisfactory to the Non-Defaulting Party; the Non-Defaulting Party may:

- 46.2.2.1. Extend the Notice Period, or
- 46.2.2.2. Exercise any of its rights in ss. 47.3.

46.3. Actions

46.3.1. If an Event of Default occurs, the Non-Defaulting Party may take one or more of the following actions:

- 46.3.1.1. The Non-Defaulting Party may Terminate the Agreement immediately by Notice.

- 46.3.1.2. If the Vendor is the Non-Defaulting Party, it may suspend delivery and access to Goods and/or Services for such period of time as the Vendor considers appropriate.
- 46.3.1.3. If the Vendor is the Non-Defaulting Party, it may demand the return of all Goods, including all copies of the Software and related Documentation, and certification by a duly authorized officer of the Purchaser that the original and all copies of the Software and related Documentation, including any in computer memory or any form whatsoever have been returned, and that no original Software, copies of any part of the Software, and related Documentation, except Customer Data, remain in the possession or control of the Purchaser or any third party to whom the Purchaser may have provided same.
- 46.3.1.4. If the Purchaser is the Non-Defaulting Party, it may suspend, reduce or cancel payments as the Purchaser considers appropriate.
- 46.3.1.5. If the Purchaser is the Non-Defaulting Party, demand the refund, within thirty (30) days after the termination of this Agreement by the Purchaser, of any Subscription Fees paid by the Purchaser for the period from the date of Termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- 46.3.1.6. If the Purchaser is the Non-Defaulting Party, demand the repayment of an amount equal to any payments the Vendor was not entitled to in accordance with this Agreement due to the Event of Default.
- 46.3.1.7. If the Purchaser is the Non-Defaulting Party, it may determine that the Vendor is ineligible to compete in future procurement competition through the Purchaser.

46.4. Legal Remedies

- 46.4.1. The Parties agree that nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available at law in the event of any breach of this Agreement.

47. TERMINATION

47.1. Termination by Force Majeure Event

- 47.1.1. Either Party may terminate this Agreement, upon Notice to the other, if the Non-Terminating Party is unable to perform a material portion of its obligations, as a direct result of a Force Majeure Event, for more than thirty (30) consecutive days.

47.2. Party's Obligation on Termination

- 47.2.1. Upon Termination of the Agreement, under s. 47 or ss. 48.1 in addition to its other obligations under the Agreement and at law, the Parties agree that:
 - 47.2.1.1. The Purchaser shall promptly pay all fees or charges outstanding to the Vendor under this Agreement.
 - 47.2.1.2. The Vendor shall make no further commitments in relation to the Goods and/or Services and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
 - 47.2.1.3. The Vendor shall provide the Purchaser with a report detailing the current state of the provision of Goods and/or Services at the date of termination and any other information requested by the Purchaser pertaining to the provision of Goods and/or Services and performance of the Agreement.
 - 47.2.1.4. The Vendor shall participate in any wind-down planning as outlined under ss. 48.3.
 - 47.2.1.5. The Vendor shall comply with any other instructions provided by the Purchaser, including but not limited to instructions for facilitating the transfer of its obligations to another internal or external agency or company.
 - 47.2.1.6. Within thirty (30) days, the Vendor shall return and/or destroy Customer Data in accordance with ss. 9.12.
 - 47.2.1.7. The Parties shall execute such documentation as may be required to give effect to the Termination of the Agreement.

47.3. Wind Down Planning

- 47.3.1. Upon Termination or Expiration of the Agreement, under s. 2, s. 47, or ss. 48.1, in addition to its other obligations under the Agreement and at law, the Vendor will initiate wind-down planning for the Goods and/Services that includes:
 - 47.3.1.1. Identification of activities that will cease on or before the Expiration date or Termination date specified in the Notice (the "Cut-off Date").
 - 47.3.1.2. Continuing to provide Goods and/or Services until the Cut-off Date.
 - 47.3.1.3. Completing all reports, including any exit interviews, by the Cut-off Date.
 - 47.3.1.4. Notifying Participating Entities of the wind-down and all implications in advance of the Cut-off Date.
 - 47.3.1.5. A human resource plan to ensure sufficient staff and resources are available until the Cut-off Date.

47.3.1.6. Transmission of all Customer Data back to the Purchaser and removal of all Confidential Information in possession of the Vendor without any additional costs or fees, in accordance with ss. 9.12.

47.3.1.7. Any other wind-down considerations as identified by the Purchaser.

47.4. Partial Termination

47.4.1. If the Agreement is partially terminated concerning the provision of a specific Good and/or Service, all obligations concerning the provision of all other Goods and/or Services continue in full force and effect.

48. EXECUTION OF AGREEMENT

48.1. This Agreement shall not be enforceable by either Party, and the Vendor shall have no rights with respect to the agreements, covenants, warranties, and representations made hereunder unless:

48.1.1. This agreement is signed on behalf of the Vendor by an officer with full power and capacity to enter into the Agreement.

48.1.2. This agreement is signed on behalf of the Purchaser by an officer with full power and capacity to enter into the Agreement.

48.1.3. The Vendor has submitted all required insurance certificates outlined in ss. 14.8.

49. COUNTERPARTS AND PDF DELIVERY

49.1. For convenience, this Agreement may be executed and delivered in counterparts by facsimile or by email transmission of the executed Agreement scanned in a Portable Document Format (PDF file) to the extent such electronic execution is permitted under Ontario's Electronic Commerce Act, 2000, S.O. 2000, c. 17.

49.2. When executed in counterpart, scanned and delivered, each instrument shall be deemed an original, and collectively, all such instruments shall constitute the Agreement to be valid and binding upon the Parties.

49.3. Any Party executing this Agreement and transmitting it via facsimile or email using PDF shall immediately, upon request, provide an originally signed counterpart of this Agreement, provided, however, that any failure to provide such originally signed counterpart shall not constitute a breach of this Agreement.

50. TIME OF ESSENCE

50.1. The Parties agree that time will be of the essence in all respects.

[remainder of page intentionally left blank – signatures appear on the following page(s)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

FOR THE PURCHASER

The Corporation of the City of London

Name: Josh Morgan
Title: Mayor

Name: Michael Schulthess
Title: City Clerk

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

FOR THE VENDOR

RBB Innovations Ltd. o/a One Human Service Network

Name: Darryl Buck
Title: President

I HAVE THE AUTHORITY TO BIND THE CORPORATION

APPENDIX A: CHANGE ORDER REQUEST FORM

REQUESTING PARTY

Agreement/Contract _____
Requestor _____
Date Change Request Submitted _____
Date Last Updated _____
Priority _____
Impact _____
Low | Moderate | High | Critical
Low | Moderate | High

Requested Change

Relevant Article/Section # (which deliverable, target)

Proposed Change (note any direct, indirect, performance, and consequential impacts, including any "ripple effects")

Reason for the Change (purpose)

Why is this change necessary (benefit, objective)

How will this Change be Implemented

Additional Costs (including direct costs, overhead costs, general and administrative expenses, profit, etc.)

Authorization for Request

Name Title

Signature Date

I HAVE THE AUTHORITY TO BIND THE CORPORATION

RECEIVING PARTY

Reviewer _____
Date Change Request Received _____
Date Reviewed _____

Decision

The above-referenced Change Request has been reviewed

- Approved as Requested _____
- Approved with Changes _____
- Rejected _____
- Decision Pending Approval _____

Authorization for Approval

Name Title

Signature Date

I HAVE THE AUTHORITY TO BIND THE CORPORATION

APPENDIX B: [Intentionally Left Blank]

APPENDIX C: SOLUTION

The Vendor offers a cloud-based child care technology platform and related services, called OneHSN Childcare Connect, and under this Agreement is supplying the platform components below:

OneHSN Platform - Components

1. USER ACCOUNT

The OneHSN Platform - User Account is the foundation of OneHSN and provides one secure centralized account registry for human services agencies, staff and clients within the municipality or service manager district. The Account Registry provides a secure online user account which enables users (agencies/staff/clients) to securely login and access integrated services connected to the OneHSN platform such as the proposed child care registry and waitlist solution.

The OneHSN Account Registry enables and supports the mandated vision of “No Wrong Door” and “Tell Your Story Once” for access to services and referral facilitation across the community.

2. CHILD CARE APPLICATION & REGISTRY

The OneHSN Childcare Connect Application & Registry component is for families to easily find and apply to high quality regulated child care in their community by matching their specific needs and preferences to available child care program options.

Child Care providers are able to promote details about their programs, availability of vacancies, rates and quality through a trusted on-line source for parents to learn more about their programs and quality child care.

Through a secure on-line account, parents are able to apply to multiple child cares at the same time, self-manage their information in real-time according to their personal circumstances and needs. Providers are able to generate new leads and applications with minimal effort manage their waitlists according to their own priorities and policy and to meet contractual obligations.

Childcare connect Application & Registry reduces data duplication, reduces administration of intake and waitlist management for providers and improves the experience for parents seeking and applying to child care. Managing communications with families from the time of application through to placement has never been easier with the included communication module.

Critical data related to supply and demand for full fee and subsidized families is made available to administrators and funders to better inform serving planning and resource allocation to support system approaches and modernization.

Find & Apply

Self-service, anytime, anywhere access for families to find, research and apply child care options available in their community with a personalized and customized experience matched to their needs. Capable of matching centre-based, licensed private home, school-based and other regulated programs for child and youth. Apply to multiple programs with one account, prioritize and update applications easily. Promotes regulated child care and supports choice and identification of need for special needs support. Secure account protects personal information related to child and family data and shares applications to Child Care programs easily and in real-time.

Manage Waitlists

Child Care Providers can easily review new applications with all information related to the family and child directly from their waitlist. Flexible search and filter options allow Providers to manage program waitlists and applications with reduced administration time. Automatically age-promotes children waiting to appropriate programs, record comments, prioritize applications for better vacancy management and parent communication. Share comments system wide, with funders and within multiple sites and staff related to individual applications. Identifies children with potential special needs requiring additional supports and referrals.

Communications

Auto-notifications keep parents informed during key steps within the process from the time of application, age promotion, placement and removal of applications. Providers are also able to manage and customized auto-notifications to Parents upon initial application to their program to reduce administration associated with further marketing their programs. Waitlist are kept up to date with configurable auto-notifications to have parents keep their accounts active.

Promote Regulated Care

Providers are able to update program information at any time thereby offering families searching for child care the most up to date details. Start and end dates for programs such as summer camps, holiday care or other programs can be managed by the Provider by making programs active/in-active. Potential new programs such as viability testing for a new age group or limited time program can be easily determined by setting up the program and monitoring application volume. Quality ratings and participation in quality programs and training can be easily communicated and promoted to families.

Educate and Inform

Administrators are able to provide relevant details about applying for child care, learning about quality. Built in reports with flexible filters to customize reporting, support administration needs and inform funders on business case for demand/support and resource allocation.

FEATURE	DESCRIPTION
Secure Portal	Provides families with secure account and address from which to match child care proximity, monitor applications and communications
Child Data	Child info including age, care requirements & start dates to match suitable programs
Family Contacts	Additional contacts for families to enable child care Provider in client relationship management once application made
E-Consent for Special Needs/Health Concerns	Assist child care and resource agencies with planning resources, support children and families to find supportive placements
Program Suggestions	Matches programs for families to select child care that meet child needs with filtering options and child care provider information in one place
Application to Waitlist	Easily apply and remove application with one click
Prioritization of Application	Select order of priority for applications to support transfers and provide data to inform parent choices and keeping waitlists current
Auto-notifications	Confirm registration to parents, applications to waitlist, provider emails
Waitlist Management & Prioritization	Providers can apply policy for priority access to assist with placements and CRM activities
Program Information	Real time program updates, camps, program viability testing for Providers, per diem, licensed capacity, operating capacity by Program
Vacancy Reporting+	Add component (configured within Find & Apply module) to allows Providers to surface vacancies to parents looking for immediate care for parents, report vacancies to Service Manager for real-time data with integration to update per diems, licensed and operating capacity in one place

+Note: Add-on component for which price is provided by quote as per configuration.

TECHNICAL FEATURES

The OneHSN Child Care™ - Find, Apply and Waitlist Module (formerly known as OneList) offers the following features:

1. The system is web based and does not require any additional client software or hardware.
2. The system provides a “home page” which introduces the “Income Test” application process and includes customizable information, links and announcements such as the Fee Subsidy Program.
3. Web based family registration is easy to use and intuitive to assist families in making informed child care choices and to facilitate registration with preferred Childcare Agencies.
4. Childcare Agencies interface is straightforward and requires little technical expertise or experience.
5. This system has a feature which allows parents/guardians that are requesting licensed child care to also enter additional child information if also requesting support through Special Needs Resourcing programs and this information is linked and available to the Special Needs Resource programs in order to plan for future demands.
6. Allows parents to identify if subsidy is required and to get information (via link and custom messaging provided by the Service System Manager) on how to apply. If integrated with the OneHSN Fee Subsidy Module, parents can complete the subsidy application and provide any additional relevant data/questions required by the Service System Manager in a one-stop, single application process.

7. Each child care agency site has its own information page or pages including mapped location and comprehensive program information, which the agency may edit.
8. Ability for City's Childcare Programs to edit content in response to service system changes based on changing community needs, consumer feedback and changes to child care providers (adding / removing sites / agencies).
9. Ability for child care agencies to login to the system with a secure password protected account and view only their waiting list details and to produce reports of their waitlist data based on age of child, date of care required, service level required (full time, part time).
10. Ability for both basic and customized Service Management report generation within the system, with the system set up such that that standard and custom reports only count a child once "unduplicated" even though the child may be registered on several agencies' waitlists.
11. Families have the option to create an account to access and revise their profile using a user name and password. Lost or forgotten passwords must be securely resettable through email. Passwords themselves are never sent in clear-text outside of the application.
12. Passwords are stored utilizing the latest approved methods.
13. Automatic notifications to families by e-mail for updates of information.
14. Configurable option by each child care Provider whether they wish to receive an email alert upon receipt of a new child care application to their Centre.
15. Service Manager configurable options to customize the Notice to Parents wording on the bottom of each visible parent screen around sharing and data privacy to align with Municipal policies.
16. Service Manager configurable option to turn on or off a child care Provider Agreement that requires an "I Accept" when the provider staff log in that reminds them of privacy and municipal policies around the data in the system.
17. The system will automatically remove children from other agencies' waiting lists after the child is placed/accepted for admission at another child care center. However, methodology is in place to leave a family on selected waiting lists on an over-ride basis, at the family's expressed request.
18. The system is accessible and operable for clients/applicants, special needs resourcing programs and child care agencies utilizing basic internet connections and less robust computer hardware and software.
 - a. The system is accessible and functional within a variety of browsers (e.g. Edge, Firefox, Chrome, Safari, Netscape) running on various operating systems (e.g. Windows XP SP2 and up, Macintosh, Linux). NOTE: This application is best used with the latest versions of Google Chrome, Mozilla Firefox, or Microsoft Edge.
 - b. System functionality supports applicant/client access via net books and smart phones. A smartphone application is currently available for families.
19. Product reference material is provided within the system (e.g. user guides with screens shots, reference videos).

APPENDIX D: PRICING

Summary Pricing Table

Below table is a summary of pricing over 5-year period for FIND & APPLY (Central Registry and Waitlist) based on one-year commitments. It includes the Multi-lingual (French) and Technical/Functional Support to assist families, Providers and Administrators with the use of the system.

Component Title	Initial Term – Year One	Extension Term – Year One	Extension Term – Year Two	Extension Term – Year Three	Extension Term – Year Four	Conditions
OneHSN Platform – Online User Accounts/Human Service Record	Included	Included	Included	Included	Included	<i>Based upon Unlimited accounts</i>
Child Care Find, Apply & Waitlist Application	\$57,567.12	\$59,294.13	\$61,072.96	\$62,905.15	\$64,792.30	<i>Reconciled upon annual renewal based upon locations</i>
Multi-lingual Solution (Application & Registry only)	\$945.00	\$973.35	\$1,002.55	\$1,032.63	\$1,063.61	
Support	\$12,750.00	\$13,132.50	\$13,526.48	\$13,932.27	\$14,350.24	Includes up to 125 incidents annually

APPENDIX E: IMPLEMENTATION AND INSTALLATION

OneHSN relies on a proven methodology and approach to implement solutions that are focused on end-user adoption, a key to overall project success. OneHSN uses its playbooks for implementation according to the project plan key deliverables and training.

To support on-going enhancements, customization and adoption from project kick-off through to implementation, Customer Success Managers are responsible to organize training, user acceptance testing and confirmation, oversight and engagement on requirements gathering and overall client satisfaction. They are responsible to collaborate with internal development and operational teams to deliver new functionality to meet client expectations.

The organizational structure for the Customer Success Team is as follows:

Customer Success Responsibility Chart

	Responsibility	Reports
Customer Success Analyst	First line handling of Support incidents Expediting Incidents (Escalating) Reporting all irregularities Training & Adoption	Supervisor
Supervisor	Escalation Resolution Quality Assurance monitoring & Bug/Defect Identification & Resolution Real-time Service Level & Schedule Adherence User Acceptance Testing Training & Adoption (including video, job aid, manuals, on-line)	Manager
Business Support Analyst	Elicit and Document Requirements Manage the CQI Cycle Quality Assurance User Acceptance Testing	Manager
Customer Success Manager	Client and Team KPIs Quality Assurance Resource deployment ensuring Service Levels are maintained Functional and Non-Functional Requirements/Customization Delivery on New Functionality User Acceptance Testing Implementation Plans & Training Provides Leadership to ensure efficient and effective processes are maintained	V.P. Customer Success
VP Customer Success	Overall client satisfaction Issue Resolution Customization and Delivery SLA Contract	President

APPENDIX F: TRAINING AND DOCUMENTATION

Training and Support is provided by the following methods and options:

1. Knowledge Base – built into the product to help users quickly educate themselves on new functionality, how to use existing functionality or general quick access to specific Q&A.
2. Video Learning – on-demand video training on core functionality, modules and features in the existing product; video training on-demand/self-services is also provided for new feature/enhancements. Videos are part of a standard OneHSN Video Learning Series or customized into learning series customized for the clients.
3. Job Aid – specific features may have associated business rules and process that are supported or enabled by the functionality where job aids are useful to better support the end user. Job Aid are generally designed for specific client and administration users
4. What’s New – embedded within the solution are various digital tools/prompts to alert users of new functionality. This includes highlights/tags on what has been newly introduced as well as a quick button that appears on all pages to What New.
5. Campaigns – OneHSN uses email campaigns with tracking to alert users/user groups on new functionality that generally include: subject line, the new features, why its important/benefits for the user, and a short video on the feature. These campaigns are tracked to determine who opens and

tracks how long the video is viewed. As a result, OneHSN has greatly refined how it communicates according to the type of user (e.g. shortened text, limited time videos, subject lines, benefits).

6. Training/Re-fresher Training – OneHSN recognizes that certain user groups have considerable staff turnover. As a result, training sessions for new comprehensive system changes or new modules/add-on may require on-line or in-person training sessions or simply re-fresher training on key functionality so that user get the most value from the technology. Refer to Pricing Table and Services.
7. In-Person or On-Line Live Video Training: For implementations, OneHSN offers in-person and/or on-line live video training form complete solution training. As previously noted, this is included in the Implementation, Training and Adoption playbooks in alignment with the scope of the solution, timeline and user profile.

Additional Training and Adoption

The vendor will offer training services to the Purchaser and its Users for the use and adoption of the software platform to assist Users in effectively using the Software and staying informed about new features and updates.

Training Services

The Vendor agrees to provide Purchaser with training services, which may include but are not limited to:

- (a) Initial onboarding and software setup assistance.
- (b) Periodic training sessions to educate Purchaser and its Users on software features and functionalities.
- (c) Access to training materials, documentation, and online resources.
- (d) Notifications and updates on new features, enhancements, and software changes.

Training Schedule: The Vendor and Purchaser will mutually agree upon the frequency, timing, and duration of training sessions, which may vary based on Purchaser and its User needs and the complexity of software features.

Fees and Payment

The vendor uses several methods and products for training and adoption including but not limited to: knowledge base, job aids, on-line prompts and guidance, campaigns and training (in-person, virtual, live and recorded). To support the Purchaser and its Users, the Vendor will in the first year of the contract provide the Purchaser with 2 separate customized training sessions, delivered on-line/virtually and live hosted by a OneHSN Support Analyst or Customer Service Manager with expert knowledge of the software platform relevant to the configuration of the City of London as follows:

Contract Term	Training Type	Duration per Session	Quantity of Sessions	Cost Per Session
Year 1	Customized Webinar Hosted Training Session	2 hours	Up to 4	\$325
Annually	Customized Webinar Hosted Refresher Training to train new staff or Customized Training directed by Purchaser priorities	2 hours	Up to 2	\$325
Ad-Hoc	As required, above and beyond annual training, as required, quoted by Vendor and Approved by Purchaser	2 hours	TBD	\$400

Purchaser may add additional training sessions at the price offered in each year of the contract to meet their needs.

Vendor will include at minimum, once per calendar year, open training sessions at time of their choosing using on-line, virtual training for Administration users to update on new features available on the platform at no cost to the Purchaser. These sessions will be hosted by the Vendor and may or may not be specific to the Purchaser’s configuration but inclusion of features available on the platform.

Additionally, access to training materials, documentation, on-line resources and notifications and updates on new features, enhancements and system changes are included in the fees.

Confidentiality

Vendor shall maintain the confidentiality of all Client data and information shared during the course of training services in accordance with data protection and privacy detailed in the contract.

The Purchaser and its Users agree to treat all training materials, documentation, and resources provided by Vendor as confidential and not to disclose, reproduce, or distribute them without the express written consent of Vendor.

Termination of the agreement will result in the Purchaser relinquishing all rights to training materials provided by the Vendor

APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE

In addition to the Project Management teams, OneHSN has a Customer Success Team responsible for managing client relationships. This includes: business requirement elicitation and documentation,

conducting training and verifying user acceptance, maintaining a service desk to support the entire user community, assuming ownership of and resolving incidents, aiding in problem management as well as other customer service related activities.

The front-line support team is divided in two groups, Solution Management and Service Desk, that handle all end-user inquiries via various communication channels to resolve issues, answer questions, and manage escalations as well as ensure technical and functional requirements of the solution are performing correctly. Business Support Analysts work with customers and stakeholders to identify efficiencies and improvements to business processes and enhancements to the solution in response to end-user experiences and KPI's for continuous improvement and work closely with other members of the Customer Service and Development teams.

The Customer Success Team has on-staff subject matter experts to provide advice and consultation on several functional areas within human service delivery, eligibility, legislation, policy, governance and change management. This allows OneHSN to deliver a comprehensive range of services to clients in its partnership approach to deliver on-going support before, during and post-implementation in an unparalleled manner to strengthen and adapt the product and services continually.

Support Service - Technical

This Agreement has unlimited Support Service - Technical incidents with Updates and Upgrades as they relate to continuous system functional and useability improvements, bug fixes, corrections, modifications, some system-wide functional and performance enhancements, and new releases to the Goods and/or Services. Maintenance Support is available for Users. Maintenance Support relates to issues or problems that are technical in nature (e.g. broken links, page will not display, page will not refresh, etc) available 8:00 am to 5:00 pm EST Monday to Friday with the exception of statutory holidays with escalation for issues as per the service contract.

Support Service – Technical is included in the annual Subscription Fee as per this Agreement as a core service and includes unlimited incidents.

***Support Service – Technical is available during Business Hours and Extended Hours for additional fees.*

Support Service - Functional

For Support Services - Functional, there is a maximum number of incidents per renewal term. An incident would be a ticket that is opened for every call/email the Vendor Support team handles. Each component within the Service has a maximum number of Support incidents as per the Support Services – Functional package purchased.

Additional Support Incident limits may be purchased.

Platform Component	Technical Support Incidents	Functional Support Incidents
Childcare Application & Registry Solution	Unlimited	125 per year

1. CALL PRIORITIES & SEVERITY DEFINITIONS AND SERVICE ESCALATION PROTOCOL

- a. The system will provide a responsive user experience; responsive being defined as sub-two second response to user actions. Any degradation in responsiveness due to Unsuitable Customer Operating Environment or Internet related delays and issues will not apply. Vendor will be given the opportunity to rectify poor performance as per a priority P2 severity call
- b. A system of service call priorities defined by the call priorities below can be set by the Purchaser when reporting a fault. However, the default used is as follows:
- c. When placing the service call, the Purchaser will be asked if there is a major system impact. If the answer is YES, a P1 will be allocated. If the answer is NO, a default P2 will be allocated, or if more appropriate, a P3 or P4 as defined below:

Priority P1 (Critical)

A Priority ONE call is used for system faults where there is a major impact on normal operation of the system. Vendor will immediately begin work on a P1 call, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory work-around. Misuse of this priority affects the ability of Vendor to respond to genuine P1 calls.

Priority P2 (Urgent)

Priority TWO calls are used for system faults where normal system operation is affected to some degree and a satisfactory work-around is not available. The Vendor will use best efforts to respond to the call in the times stated in Response Targets Section 10.9 of this document. In most cases, it is normal for the Vendor to respond in faster times than those stated.

Priority P3 (Standard)

Priority THREE calls are used for system faults where a fault was detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a hardware related fault. For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.

Priority P4 (Enhancement Requests)

Priority FOUR calls are used when an enhancement request is made for potential modifications to System Software.

Response Times

The priority of the call will dictate the most appropriate action for any given fault call, ensuring the minimum of disruption to the user and providing the early involvement of the Vendor's management where problems are of a more serious nature.

Response Definitions

The Vendor will use its best efforts to achieve the target resolution times shown in the table below. Note that resolutions may involve a "workaround" to an issue that will allow continued use of the affected component.

The software responses are for the Vendor Support Services group to return a call to the Purchaser's support contact to start diagnosis of the problem. Status communication intervals are defined as the intervals for the Vendor Support Services to provide status updates regarding the problem.

Response Targets

Priority	Response	Resolution	Status Communication Intervals	
				Who Receives Status Updates
P1	1/2 Hour	Issue Dependent	Every hour	The Purchaser
P2	4 Hours	Issue Dependent	Begin and end of every workday being 8:00 am through 5:00 pm EST, holidays excepted.	The Purchaser
P3	8 Hours	Issue dependent	When scheduled maintenance is communicated that contains resolution	The Purchaser
P4	72 Hours	Issue dependent		

APPENDIX H: DATA

The Vendor maintains data storage of Customer Data including Shared Client Data, in Canada utilizing redundant data centres with secure access to the premises, and approved monitoring, fire suppressant methods along with redundant power and internet sources.

End of Document

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: RBB Innovations Ltd. (o/a One Human Service Network
“OneHSN”) Agreement
Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions BE TAKEN with respect to RBB Innovations Ltd. (o/a One Human Service Network “OneHSN”) Agreement report that;

- 1) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting of May 14, 2024, to:
 - a) **AUTHORIZE AND APPROVE** the agreement with RBB Innovations Ltd. for a web-based solution to support a centralized child care information and waitlist system, as attached as “Schedule 1”,
 - b) the Mayor and the City Clerk **BE AUTHORIZED** to execute the above-noted Agreement,
 - c) **DELEGATE** the Deputy City Manager, Social and Health Development, or their written designate, authority to approve renewals and amendments to this agreement authorized and approved in part a) above, as set out in the by-law,
 - d) That Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project, and
 - e) That the approval given herein **BE CONDITIONAL** upon the Corporation entering into or amending a Purchase of Service Agreement with the program.

Executive Summary

The City of London, serving as the Service System Manager (SSM) for Child Care and Early Years in London and Middlesex, is dedicated to modernizing the child care sector and enhancing experiences for both parents and service providers.

At the Municipal Council meeting held on November 20, 2012, By-law No. A.-6890-329 was passed, authorizing the City to enter into a Sole Source agreement with RBB Innovations Ltd. for the provision of the web-based solution Childcare Connect, formerly known as OneHSN Child Care or "OneList." The purpose of the web platform is to connect families with licensed child care programs, facilitate waitlist management for child care providers, and provide crucial data for service system planning by the SSM. The agreement was evergreen with an option to terminate with six (6) months' notice.

It was identified through The City of London Vendor Risk Management Audit in 2023 that, although the by-law was signed, the 2012 agreement had not been fully executed by the City. Despite the unexecuted agreement, both parties have been operating in accordance with its terms since inception. This report acknowledges the oversight of the document execution, and seeks to rectify the situation by passing a by-law to enter into a new agreement with RBB Innovations Ltd. for the continued use of the Childcare Connect platform.

Childcare Connect is currently utilized by 208 licensed child care sites and 3 licensed home child care agencies in London-Middlesex. With 1,105 children registered on the

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: London Fire Department Fire Master Plan Action Plan - Annual
Update

Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the London Fire Department [Fire Master Plan Action Plan](#) Annual Report **BE RECEIVED** for information.

Executive Summary

This report serves as the London Fire Department's ('LFD') first annual [Fire Master Plan Action Plan](#) ('the Plan') report. This annual report will provide a reminder of the vision, goals, and action items that are part of the Plan; provide Key Performance Indicators ('KPIs') and accomplishments of the previous year; and identify key priorities for the current year that will continue to move the Plan forward.

Linkage to the Corporate Strategic Plan

The [Fire Master Plan Action Plan](#) is aligned with the following strategic areas of focus in the City of London Strategic Plan (2023 – 2027):

- Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.
- Well-Run City: The City of London is a leader in public service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter:

- [London Fire Department – Establishing and Regulating By-Law](#) (May 24, 2023)
- [Fire Master Plan Action Plan](#) (June 21, 2022)

1.2 Background and Purpose:

Committed to making London one of the most fire safe communities in Canada, the London Fire Department is responsible for the delivery of fire protection services including responding to fires, medical emergencies, car accidents, hazardous materials incidents, and specialized rescues.

The Fire Master Plan Action Plan identifies broad needs and strategies based on best practices, public input, and local demand factors. It identifies the most pressing objectives and opportunities for achieving them and supports the City of London in its search for external funding opportunities, partnerships, and alignment with related initiatives.

The Fire Master Plan Action Plan provides overall vision, direction, and guidance to the London Fire Department in the delivery of fire protection services over a ten (10) year period, from 2023 to 2032. In some cases, the Plan looks beyond this time frame to ensure that short-term actions can support long-term requirements.

The Fire Master Plan Action Plan satisfies section [2\(1\) b of the Fire Prevention and Protection Act, 1997](#) that prescribes that a municipality should provide other such fire protection services as it deems necessary based on its needs and circumstances. The Plan also informs the appropriate service levels, establishes a consistent way of assessing risks and service demands across the city, enhances planning for other initiatives (such as professional development, capital assets, and administration), and facilitates an evidence-based decision-making process.

The Fire Master Plan Action Plan contains twenty-two (22) actions that are categorized into five (5) areas of focus. Full implementation of the Plan will require flexibility in approach, enterprise-wide collaboration, education, and the continual development and maintenance of partnerships. Ongoing progress of the twenty-two actions is shown in Appendix A.

The purpose of this report is to:

- a) Provide an annual update to City Council;
- b) Report on KPIs and accomplishments from the previous year in relation to the actions within the Plan; and
- c) Identify key priorities, strategies, and projects for the current year that will continue to move the Plan forward.

2.0 Discussion and Considerations

2.1 2023 KPIs and Accomplishments

The chart below is intended to capture high-level accomplishments and KPIs from 2023:

Goal	KPIs/Accomplishments
Public Fire Safety Education	<ul style="list-style-type: none"> • 316 public education events were conducted in 2023. • 528 fire and life safety social media posts reached 9,230,036 people. • 319 individuals from equity denied populations were provided fire safety education in 2023. • Just over 10,000 Londoners were educated on fire safety and prevention: <ul style="list-style-type: none"> ○ 1,952: 0–4-year-olds ○ 1,044: 5-14-year-olds ○ 1,096: 15–24-year-olds ○ 3,001: 25–44-year-olds ○ 1,824: 45–64-year-olds ○ 1,103: 65–74-year-olds ○ 374: 75–84-year-olds
Fire Safety Standards and Enforcement	<ul style="list-style-type: none"> • 82 vulnerable occupancies were inspected in 2023. • 1,134 rental unit licence inspections were completed. • In 2023, 18% (39 of 213) residential fires did not have working smoke alarms. • 5,280 fire inspections were conducted by the Fire Prevention Division.
Emergency Response	<ul style="list-style-type: none"> • There was a total of 13,963 responses in 2023. <ul style="list-style-type: none"> ○ 10,475 were emergency responses. ○ 3,488 were non-emergency responses.

Goal	KPIs/Accomplishments
	<ul style="list-style-type: none"> • % of top 3 incident types of incidents in 2024: <ul style="list-style-type: none"> ○ Medical/Resuscitator Call 24% ○ False Fire Calls 23% ○ Other Responses 13%
Staff/Personnel Development	<ul style="list-style-type: none"> • 13 health and wellness programs were delivered to staff. • 100% of staff took part in one or more wellness programs offered. • 13% of LFD personnel identify as female. • 30 staff enrolled in leadership courses through iLearn.
Strategic Priorities	<ul style="list-style-type: none"> • Continuing to move forward with London Police Services to coordinate building of a future Protective Services Training Facility. • Continuing to work with London Police Service to implement NG 911 by legislated date of March 2025. • In June 2023, Council approved the updated Establishing and Regulating Bylaw. • Renegotiated an Automatic Aid Agreement with Central Elgin Fire Department – Belmont Station. This agreement ensures a timely response to a section of the City of London in the southeast. The area of coverage within the agreement is much closer to Belmont than to any LFD fire station. • Continuing to work on an Automatic Aid Agreement with Thames Centre and Middlesex Centre.

2.2 Key Priorities Moving Forward

Goal	2024 Priorities
Public Fire Safety Education	<ul style="list-style-type: none"> • Continue to educate the public about the dangers of fire, provide information to prevent fire, and provide tools to ensure safe evacuation in the instance that a fire occurs. • Reinitiate the Smoke Alarm Program that aims to ensure all residences have working smoke and carbon monoxide alarms as required by the Ontario Fire Code.
Fire Safety Standards and Enforcement	<ul style="list-style-type: none"> • Continue to conduct fire and life safety inspections in response to complaints, requests, by legislation, as well as proactively. • Continue to conduct fire investigations.
Emergency Response	<ul style="list-style-type: none"> • Respond to fires, medical emergencies, motor vehicle collisions, public hazard situations, water and ice rescues, hazardous materials incidents, and technical rescues. • Maintain an appropriate fleet of fire apparatus.
Staff/Personnel Development	<ul style="list-style-type: none"> • Continue to provide self-development and training opportunities for staff in relation to health and wellness. • Recruit and retain personnel that accurately reflect the community they serve. • Continue to provide training opportunities to comply with regulations.
Strategic Priorities	<ul style="list-style-type: none"> • Continue to work on an Automatic Aid Agreement with Thames Centre and Middlesex Centre. • Continue to use the current training facility's resources and identify ongoing joint opportunities to enhance the use and possible revenue generation of the facility.

Goal	2024 Priorities
	<ul style="list-style-type: none"> • Continue to move forward with London Police Services to coordinate the development of a Protective Services Training Facility. • Continue to work with London Police Service to implement NG 911 by legislated date of March 2025.

3.0 Financial Impact/Considerations

There are no anticipated financial impacts or considerations directly associated with this report.

4.0 Next Steps

This is the first London Fire Department Fire Master Plan Action Plan annual report. City Council can expect a recurring annual report throughout the ten- (10-) year life of the Plan.

Conclusion

The [Fire Master Plan Action Plan](#) will continue to be used as a resource for future planning including the development of annual and multi-year budgets, procurements, updates to response and deployment strategies, and staffing changes, among others.

Prepared by: Richard Hayes, Deputy Fire Chief of Operations, London Fire Department

Submitted by: Lori Hamer, Fire Chief, London Fire Department

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

Appendix A

The Action Tracking Table, below, is an accumulated representation of what has been accomplished, to date. Each action is comprised of a series of goals. The Fire Master Plan Action Plan is a 10-year plan that contains twenty-two (22) actions. It is important to note that some goals and actions will be ongoing beyond the life of this Action Plan.

ACTION	PERCENT COMPLETE OF GOALS
Action 01 Engage fire suppression personnel in fire prevention and public education efforts whenever possible.	53%
Action 02 Equip Fire Officers with National Fire Protection Association certifications to manage the need for fire inspections and public education.	40%
Action 03 Develop new and enhance current partnerships with key interested parties to advance public education efforts with a specific focus on vulnerable populations and equity-denied groups.	46%
Action 04 Assess the time requirements of the current demands, as well as the desired inspection and education programs. • Provide an annual program outline at the start of the year with goals, expectations, resources available, and resources required. • Measure and report on completion and successes.	46%
Action 05 Complete a full work study and implementation plan, inclusive of financial impacts, to analyze the needs of the Fire Prevention Division to ensure span of control, quality assurance, and program planning.	30%
Action 06 Work with allied agencies on dispatch response time reduction opportunities.	64%
Action 07 Create a committee to review the response to remote fire alarm calls and certain types of motor vehicle collisions, fires, or other indicators where additional resources may be required and monitor changes to the call matrix to ensure resource deployment and risk management are balanced. The committee will make recommendations to Fire Administration.	80%

<p>Action 08 Create a committee to review and make recommendations to Fire Administration on the deployment and station assignments of specialty and technical rescue teams.</p>	40%
<p>Action 09 Phase out the three-quint apparatus and replace them with engines. Continue to monitor growth for the inclusion of additional aerial apparatus in the future due to the number of high-rise structures within the city.</p>	100%
<p>Action 10 Move to a 12+3-year replacement schedule for fire apparatus, with consideration being given to new fire apparatus being assigned to busier stations and then moved to less busy stations at a later time to allow for full use of warranty and manage excessive mileage on a single given vehicle.</p>	63%
<p>Action 11 Increase the reserve fleet with two additional engines to a total of one aerial, one tanker and six engines.</p>	100%
<p>Action 12 Continue to monitor the average response time metric for planning purposes as London continues to grow in size and population.</p>	100%
<p>Action 13 Encourage a workplace culture that supports inclusion and belonging. Review recruitment practices with an equity tool, to promote increased representation from equity-deserving groups within the London Fire Department.</p>	48%
<p>Action 14 Continue to develop, implement, and measure a total wellness strategy to ensure mental and physical resilience and well-being of employees.</p>	79%
<p>Action 15 Identify strategies to engage and empower employees through relevant training, ongoing staff development through cross divisional opportunities, mentoring, collaboration with other City services, and participation in decision-making.</p>	68%
<p>Action 16 Develop and implement strategies providing for compliance with the new Ontario Regulation – Firefighter Certification including the financial impacts and logistical requirements for the periods of July 1, 2022 to July 1, 2026 for general certifications and July 1, 202, to July 1, 2028 for specialty rescue certifications.</p>	61%

<p>Action 17 Review and update the Middlesex and Thames Centre aid agreements.</p>	<p>83%</p>
<p>Action 18 Continue to use the current training facility's resources and identify ongoing joint opportunities to enhance the use and possible revenue generation of the facility.</p>	<p>40%</p>
<p>Action 19 Continue to develop a business plan for the new training facility.</p>	<p>83%</p>
<p>Action 20 Explore a partnership with the London Police Service to implement the new Next Generation 9-1-1 telephone call answering system of which the Canadian Radio-television and Telecommunications Commission has mandated that every Public Safety Answering Point (9-1-1 Centre) have in place by March 2025.</p>	<p>80%</p>
<p>Action 21 Conduct a full review of the 2006 Establishing & Regulating By-Law document and update it to ensure that Council's requirements for the current level of service are provided.</p>	<p>100%</p>
<p>Action 22 Examine the inventory control system(s), including purchasing and stores of supplies, to ensure an effective and efficient system for all divisions.</p>	<p>85%</p>

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic
Development
Subject: Core Area Parking Incentives Extension
Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to free parking in the City's Core Area:

- a) Civic Administration **BE DIRECTED** to implement a free 1-hour on-street parking program for the Core Area until the end of 2024;
- b) The financing for a free 1-hour on-street parking program for the Core Area, in the estimated amount of \$300,000, **BE APPROVED** from the Economic Development Reserve Fund.
- c) Civic Administration **BE DIRECTED** to implement a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village until the end of 2024;
- d) The financing for a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village, in the estimated amount of \$30,000, **BE APPROVED** from the Economic Development Reserve Fund; and
- e) This staff report **BE RECEIVED** for information.

Executive Summary

Parking demand in the Core area is closely linked to economic activity, building vacancy rates, employment numbers and other indicators. At Municipal Council's April 2, 2024 meeting resolved the following actions be taken:

- a) *it **BE NOTED** that the Community and Protective Services Committee considered the implementation of a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application;*
- b) *the Civic Administration **BE DIRECTED** to report back to the next Community and Protective Services Committee meeting with a source of funding for issuing free 1-hour on-street parking and the ability to suspend free 1-hour on-street parking during special events in the Core Area for the 2024 calendar year; and,*
- c) *the Civic Administration **BE DIRECTED** to implement a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application and report back to Community and Protective Services Committee with a source of financing. (AS AMENDED) (5.1/5/CPSC)*

This report provides a proposed source of financing, a discussion on suspending fees, and an option for a parking pilot program for Municipal Lot #1 and #2 in Old East Village.

Linkage to the Corporate Strategic Plan

The 2023-2027 Strategic Plan identifies Council's priorities and includes the following outcomes of the Economic Growth, Culture and Prosperity as well as the Mobility and Transportation strategies: London's Core Area is a vibrant neighbourhood and attractive

destination; and Londoners of all identities, abilities and means can move throughout the City safely and efficiently. It also specifically addresses the following strategies:

- Economic Growth, Culture, and Prosperity strategy 4.1 a) “Decrease commercial vacancy through new programs and initiatives.”,
- Economic Growth, Culture, and Prosperity strategy 4.3 e) “Explore and implement strategies to support the retention of existing businesses”,
- Economic Growth, Culture, and Prosperity strategy 4.3 d) “Update the Downtown Parking Strategy”,
- Climate Action and Sustainable Growth strategy 2.1 a) “Implement the Climate Emergency Action Plan with a focus on actions up to 2027 that will contribute towards achieving 2030 emissions reduction targets.”,
- Mobility and Transportation strategy 1.2 a) “Complete and implement the Mobility Master Plan.”, and
- Housing and Homelessness 1.1 “a) Increase the supply, range, and depth of affordability of quality housing options where people feel safe.”

Discussion

1 Background

1.1 Previous Reports Related to this Matter

Planning and Environment Committee – October 7, 2019 – 185 Queens Avenue Parking Lot Redevelopment

Strategic Priorities and Policy Committee – October 28, 2019 – Core Area Action Plan

Strategic Priorities and Policy Committee – April 28, 2020 – COVID-19 Financial Impacts and Additional Measures for Community Relief

Strategic Priorities and Policy Committee – May 18, 2021 – Comprehensive Report on Core Area Initiatives

Strategic Priorities and Policy Committee – November 30, 2021 – Strategy to Reduce Core Area Vacancy

Strategic Priorities and Policy Committee – May 30, 2023 – Core Area Land and Building Vacancy Reduction Strategy

Civic Works Committee – June 13, 2023 – Core Area Parking Initiatives

1.2 Core Area Parking Initiatives

A report was submitted to Council in June 2023 providing details on the various parking initiatives supporting the Core Area. The report made a series of recommendations including extending the temporary free municipal parking program to the end of Q1 in the Core Area.

At Municipal Council’s April 2, 2024 meeting resolved the following actions be taken:

- a) *it **BE NOTED** that the Community and Protective Services Committee considered the implementation of a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application;*
- b) *the Civic Administration **BE DIRECTED** to report back to the next Community and Protective Services Committee meeting with a source of funding for issuing free 1-hour on-street parking and the ability to suspend free 1-hour on-street parking during special events in the Core Area for the 2024 calendar year; and,*
- c) *the Civic Administration **BE DIRECTED** to implement a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application and report back to Community and Protective Services Committee with a source of financing. (AS AMENDED) (5.1/5/CPSC)*

The following sections provide the information requested by Council.

2 Core Area On-street Free 1-hour Parking Program

An estimate has been developed to provide on-street free parking for 1-hour in the Core Area through the use of a promotional code using the HONK mobile parking payment application. Implementation of the program would occur following Council's approval. Using 2023 parking data as a basis, it is estimated that the program would result in lost revenue of \$300,000 for a 1-hour on street free parking program for the period of May 15th to December 31st, 2024.

3 Special Events in the Core Area

Another component of the Council resolution requested the ability to suspend free 1-hour on-street parking during special events. Reviewing the functionality of the HONK application, there is the ability to suspend the use of a promotional code for specific days.

Parking data provided by the HONK Application is only available in the form of a monthly total. Based on these monthly totals, the average daily revenue per day has been calculated and used to estimate the savings related to implementing a promotional code. Making a high-level assumption that peak days are approximately twice as busy as average days the following table has been developed.

There are many events that happen in London every week and are promoted by Tourism London (<https://www.londontourism.ca/events>). Applying the suspension of fees to the many different events would be administratively difficult to implement. In order to address the intent of the resolution, Civic Administration has identified a list of several of the large special events that are planned in the Downtown in 2024 for Council's consideration:

- London Children's Festival: June 14 - 16, 2024,
- London International Food Festival: June 21 - 23, 2024,
- Sunfest: July 4-7, 2024,
- Rock the Park: July 10-13, 2024,
- The Great Outdoors Comedy Festival: July 19 - 21, 2024, and
- London Ribfest: August 1 - 5, 2024.

In reviewing the use of the parking exemption in 2023, there is not a significant difference between the use of the parking exemption during large events versus the use of the parking exemption on a typical week or weekend day. Use of the discount is highest during the week, lower on Saturdays, and does not apply to Sundays as parking is free on Sundays. As such, the following table provides an estimate of the revenue if the proposed free parking program is suspended during large special events

Table 1: Estimated Free Parking Program Savings if the program is suspended for large special events (based on 2023 average daily costs).

Large Special Event	Days	Total
London Children's Festival: June 14 - 16, 2024,	3	\$3,500
London International Food Festival: June 21 - 23, 2024,	3	\$3,500
Sunfest: July 4-7, 2024,	4	\$4,100
Rock the Park: July 10-13, 2024,	4	\$4,100
The Great Outdoors Comedy Festival: July 19 - 21, 2024, and	3	\$3,100
London Ribfest: August 1 - 5, 2024.	5	\$5,600
Total:		\$23,900

As noted in the table above, an estimate for the cumulative impact of suspending the use of a promotional code for large special events for 2024 is \$23,900.

4 Municipal Lot #1 and #2 in (Old East Village) 1-hour Free Parking Pilot Program

On April 2, 2024 Council also resolved that a pilot program be implemented until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application.

c) the Civic Administration BE DIRECTED to implement a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application and report back to Community and Protective Services Committee with a source of financing.

To expedite this request, there is the opportunity to align the program for core area 1 hour on-street free parking with a pilot Old East Village Municipal Lots 1 & 2 parking incentive program. Aligning these programs would allow the existing “CORE” promotional code building on the past marketing of this code and increasing the likelihood that the free parking would be used. This option would extend the offer of 1-hour free parking for Municipal Lot #1 and #2 as the requested “Pilot project”. This recommendation would be administratively simpler to implement and would extend to Q4-2024. Based on last year’s parking data the cost for a 1-hour on-street parking program for Municipal Lot #1 and #2 from May 15th to December 31st, 2024 is estimated at \$30,000.

5 Financial Implications

Municipal Council’s resolution also asked Civic Administration to provide a source of funding for the free-parking programs. It is Civic Administration’s understanding that Council’s intention is developing a parking incentive program to support local businesses in Old East Village and Downtown London. In that respect, the Economic Development Reserve Fund is an appropriate funding source. After the approval of the 2024-2027 Multi-Year Budget, the Economic Development Reserve Fund has an uncommitted balance of \$4.8 million for 2024.

6 Next Steps

Following the approval of the programs outlined, the program will be implemented immediately following Council approval. The new program will be marketed working with the Old East Village and Downtown London BIAs.

Conclusion

This report provides the information and proposed source of financing requested at the April 2, 2024 meeting of Council. It also presents an option for a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village until the end of 2024. Upon Council approval the free parking will proceed immediately and will be scheduled to conclude following December 31, 2024.

Prepared and Recommended by:

**Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and
Economic Development**

destination; and Londoners of all identities, abilities and means can move throughout the City safely and efficiently. It also specifically addresses the following strategies:

- Economic Growth, Culture, and Prosperity strategy 4.1 a) “Decrease commercial vacancy through new programs and initiatives.”,
- Economic Growth, Culture, and Prosperity strategy 4.3 e) “Explore and implement strategies to support the retention of existing businesses”,
- Economic Growth, Culture, and Prosperity strategy 4.3 d) “Update the Downtown Parking Strategy”,
- Mobility and Transportation strategy 1.2 a) “Complete and implement the Mobility Master Plan.”, and
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Discussion

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1.2 Core Area Parking Initiatives

A report was submitted to Council in June 2023 providing details on the various parking initiatives supporting the Core Area. The report made a series of recommendations including extending the temporary free municipal parking program to the end of Q1 in the Core Area.

At Municipal Council’s April 2, 2024 meeting resolved the following actions be taken:

- a) *it **BE NOTED** that the Community and Protective Services Committee considered the implementation of a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application;*
- b) *the Civic Administration **BE DIRECTED** to report back to the next Community and Protective Services Committee meeting with a source of funding for issuing free 1-hour on-street parking and the ability to suspend free 1-hour on-street parking during special events in the Core Area for the 2024 calendar year; and,*
- c) *the Civic Administration **BE DIRECTED** to implement a parking incentive as a pilot project until the end of Q3 2024 for Municipal Lots 1 & 2 utilizing the existing HONK mobile application and report back to Community and Protective Services Committee with a source of financing. (AS AMENDED) (5.1/5/CPSC)*



City of London
300 Dufferin Ave, 2nd Floor
London Ontario
N6A 4L9

April 25, 2024

RE: Downtown One-hour Free On-Street Parking Extension and Related Research

Dear Chair Pelosa and Community and Protective Services Committee Members;

Downtown London thanks London's City Council for their support and request to the Civic Administration to report back at the April 29th, 2024 Community and Protective Services Committee Meeting with a funding amount and source for issuing free one-hour on-street parking in the Core Area. That said, Downtown London supports the extension of the free one-hour on-street parking downtown.

Downtown businesses continue to struggle with ongoing impacts of the COVID pandemic, increasing office vacancies, loss of foot traffic and ongoing construction both within and at major entry points into the downtown. Continuing one-hour free parking will provide needed relief for our members and one less hurdle for Londoners and visitors to shop, dine and visit downtown.

The Downtown London BIA area is a significant economic driver and revenue generator for the City of London with property tax revenues collected in 2023 of \$38.5 million and tax assessment value eight times more per square kilometre than any other area of the city. In addition, the City benefits from approximately \$2 million each year of private sector investment through the BIA levy, paid by LDBA members, helping to cover costs for enhanced cleaning, maintenance and beautification of municipally owned properties downtown. That said, parking revenue losses related to free one-hour on-street parking would be a small but important City contribution, that would assist in the reduction of business closures and commercial vacancies by creating less barriers for customers and visitors to come downtown.

Lastly, to ensure we are not simply "kicking the can down the road", Downtown London also requests that adequate parking data be collected during this free parking extension and calls for a further timeline extension of the free one-hour on-street parking to a minimum of 12-14 months. This extension will allow for data gathering that represents the year round seasonal variability in parking supply and demand, and to complete the required analysis. City Administration could then bring back a staff report with recommendations based on parking data and research, allowing City Council to make informed and evidence based decisions on municipal parking in downtown, beyond just the impacts on City parking revenues.

Should City Council support Downtown London's requested amendments, our staff would be pleased to work with City Administration on this research. Information and data collection on parking that other municipalities have carried out include:

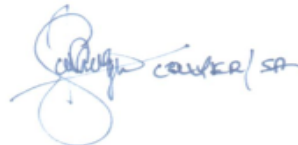
- Real-time customer and visitor feedback on current modes of mobility downtown, satisfaction and intention surveys
- Community and business engagement/surveys of their parking needs and ideas for solutions
- Data on the impacts and contributions that free parking has on downtown renewal and its economy
- Examination of the advantages and disadvantages of other municipalities offering free short-term parking in their downtown (Waterloo, Kitchener, Guelph)
- Research on municipal parking best practices and other successful municipal and downtown parking policies and programs and joint City/BIA partnerships (eg. Parking District Benefits - <https://www.calgary.ca/roads/parking-revenue-allocation.html>; <https://www.houstontx.gov/parking/pbd.html>)

From the preliminary research Downtown London staff have examined and in the absence of an updated City of London downtown parking strategy, we lag behind many other cities on progressive and innovative municipal parking models and policies; and yet parking is one of the top 4 concerns that LDBA members, downtown visitors and our community have brought forward as a top barrier to shop, dine, visit and start a business downtown. This is further detailed in the City staff report, [City of London Strategy for the Core Area - SPPC November 21, 2023](#). Without more detailed data collection and research on parking, City Council will be challenged to make the best decisions that best serve our downtown and community.

Sincerely,



Barbara Maly
Executive Director
Downtown London



Scott Andrew Collyer
Board Chair
London Downtown Business Association

From: Nova Vita - Rhonda
Sent: Thursday, April 25, 2024 2:30 PM
To: CPSC <cpsc@london.ca>; rhonda
Subject: [EXTERNAL] Fw: Downtown Parking

City clerk,

For the past 24 years I have been a proud business owner in downtown London (Richmond and Piccadilly). I have been an engaged and active member of the downtown community, contributing and volunteering countless hours to charities and outreach. However, it is with a deep sadness and desperation that I am writing this letter.

Over the past 3 years I have personally felt the impact of the crisis in our downtown core, there is not a week that goes by without incident. It has led to both my staff and clients feeling unsafe as they are often subjected to unwanted and harmful interactions from individuals who are unwell. We have clients who express that they no longer feel comfortable coming downtown. We have lost clients to this and staff leave whose parents don't want them working downtown.

When the city decided to help businesses out during the pandemic with the Core App that allowed for 2 hours free-parking in the downtown area, I was delighted at the positive impact it had. As a business owner, I felt that the city understood the impact that the pandemic was having and was doing what they could to help us to bring back the vibrancy of our downtown core. However, as time has passed, many of the challenges that downtown business are facing are not improving and we are now facing the elimination of the few initiatives that the city was providing to help us.

I have been astounded at the number of clients who are frustrated and upset that the core app no longer provides 2 hours free parking. Many have remarked that they are feeling so frustrated with their experiences in the core, that it is leading them to make different choices in where they chose to eat, shop, get their hair done etc. Many of the comments have been one more reason not to come downtown. While the city may feel that eliminating the 2 hours free parking will help with revenue, the reality is that the longer term impact of decreasing clientele, combined with other numerous challenges in the core, will lead to even more businesses moving from the core, thus reducing how many thriving, tax paying businesses you have downtown. Looking only at the loss of revenue from the 2 hours free parking, is not an appropriate measure of the impact of this strategy. The reality is that the decision to provide 2 hours free parking, contributed in numerous other positive ways to making Londoners feel welcomed in the core, encouraged to be patrons of business downtown, and to spend their money and their time building a thriving and prosperous core to our city. Considering moving my business my reaction from my commercial real estate agent is, move to west 5 or a nicer area.

Like so many other business owners in the core, the financial strain and the emotional stress of the deterioration of the culture in our downtown has become unsustainable. Our community is suffering. Londoners and businesses deserve to feel safe and thrive.

How can we feel proud to be downtown when we hear regularly from our clients how negative their experiences are in the core? I find myself needing to constantly defend the city and convince visitors and citizens that we have something of value to offer. When reports come out that we have the second largest per capita homeless rate second to Vancouver. Our crime rate is up 45 percent, we

have gone from 600 homeless to well over 2000 and our police service is seeing unprecedented call volumes. I do not recognize this city from the one that I have been an engaged and enthusiastic member of for my entire life. We need a clear strategy to address these challenges. I would love for there to be creative consideration for ways to manage this change and the budget constraints, while still supporting local downtown businesses. I think the key is to focus on the outcome that we are looking for and then collaborate to find ways that meet everyone's needs. We need to continue to actively work to support our downtown businesses and ensure that the voices and needs of those small businesses are being valued and involved in strategies.

I would happily meet with whomever is working on strategies to revitalize our core to contribute to building a safe and flourishing city centre for all. WE need to change the conversation and vibe of our core.

With regards,

Rhonda Bernardi

From: Gail-Lynn gastaldi
Sent: Thursday, April 25, 2024 11:22 PM
To: CPSC <cpssc@london.ca>
Subject: [EXTERNAL] Core Area Parking Incentives Extension

Chair Pelozo and Community and Protective Services Committee Members

I'm writing to ask for the Core Area Parking Incentives Extension. As the owner/operator of a retail store at 577 Richmond St (Saffron Road) being able to offer our customers this one incentive to making shopping downtown more attractive and accessible is extremely important.

I cannot stress enough how important it is to have this incentive to bring customers to the downtown core. Have you NOT noticed that the core is dying? We need as much help as possible.

Please note that I respectfully request that this email correspondence be added to the public agenda for the April 29th CPSC meeting.

**Regards,
Gail-Lynn Gastaldi
Saffron Road
577 Richmond St**

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: 2023-2024 Multi-Sector Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and Ontario Health

Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development That the following report 2023-2024 Multi-Sector Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and Ontario Health and the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of May 14, 2024 to:

- a) approve the Multi-Sector Service Accountability Agreement (“M-SAA”) for the period April 1, 2023 to March 31, 2024, to be entered into with Ontario Health with respect to the Adult Day Program at the Dearness Home (attached as Schedule 1 to the by-law), and authorize the Mayor and Clerk to sign; and
- b) delegate to the Deputy City Manager, Social and Health Development and the City Manager, the power to approve and sign other documents and agreements that may be required in furtherance of a Multi-Sector Service Accountability Agreement.

Executive Summary

It was a requirement of the *Local Health System Integration Act, 2006* that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) in place with each Health Service Provider (HSP) that it funds. The SAA for the community care sector, which includes the Adult Day Program provided at Dearness Home, is called the Multi-Sector Service Accountability Agreement (M-SAA). Notably, this program is not associated with the provision of long-term care services at the Home, is housed in a separate section of the building, and does not fall under the *Fixing Long-Term Care Act*.

On March 26, 2019 Council approved the Multi-Sector Accountability Agreement (M-SAA) for the period April 1, 2019 to March 31, 2022, to be entered into with the South West Local Health Integration Network (LHIN) for the provision of funding with respect to the Adult Day Program. The LHIN subsequently issued an M-SAA Amending Agreement for the period from April 1, 2020 to March 31, 2022, which was signed by the Mayor and the City Clerk as allowed by By-law A.-1 Document Execution By-law and By-law A.-7819-82.

As of April 1, 2021, Ontario Health assumed all rights and obligations in respect of the service accountability agreements entered into by South West LHIN with the Corporation of the City of London.

Ontario Health extended the 2019-2022 M-SAA on four occasions, each time asking The Corporation of the City of London to accept and agree by signing and returning the Extending Letter. Subsequently, as allowed under Document Execution By-law A-1, the Extending letters were signed by the Mayor and the City Clerk and returned to Ontario Health. The last extension expired on March 31, 2024.

Ontario Health now requires The Corporation of the City of London to enter into a new, 2023-2024 M-SAA. They have also issued a further Notice of Extension of M-SAA to prolong the period of the agreement to March 31, 2025. That document will be signed

by the Mayor and Clerk and returned to Ontario Health should Council approve the 2023-2024 M-SAA. To ensure continuity of funding for adult day program services, it is the recommendation of the Deputy City Manager, Social and Health Development that the Major and City Clerk be authorized to execute the M-SAA agreement with Ontario Health for the Dearness Home for Senior Citizens for the period of April 1, 2023 to March 31, 2024. Additionally, to ensure consideration and execution within timelines set by Ontario Health, it is the recommendation of the Deputy City Manager, Social and Health Development that the Deputy City Manager, Social and Health Development and the City Manager be delegated the power to approve and sign other documents and agreements that may be required in furtherance of a M-SAA.

Linkages to the Corporate Strategic Plan

Economic Growth, Culture, and Prosperity

- London encourages equitable economic growth and diversification.

Well Run City

- The City of London is trusted, open, and accountable in service of the community.
- Londoners experience good stewardship, exceptional and valued service.

Analysis

1.1 Background Information

It was a requirement of the *Local Health System Integration Act, 2006* that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) in place with each Health Service Provider (HSP) that it funds. The SAA for the community care sector, which includes the Adult Day Program provided at Dearness Home, is called the Multi-Sector Service Accountability Agreement (M-SAA).). Notably, this program is not associated with the provision of long-term care services at the Home. The program is housed in a separate section of the building, and does not fall under the *Fixing Long-Term Care Act*.

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On March 17, 2021, the Honourable Christine Elliott, Deputy Premier and Minister of Health, issued a series of orders transferring the Local Health Integration Networks' (LHINs') health system planning and funding functions to Ontario Health, an agency of the Province, established under the *Connecting Care Act, 2019*. Accordingly, as of April 1, 2021, Ontario Health assumed all rights and obligations in respect of the service accountability agreements entered into by South West LHIN with the Corporation of the City of London. Aside from the assumption of these agreements by Ontario Health, all of their terms and conditions remained the same.

On March 1, 2022, Ontario Health West wrote to the Deputy City Manager, Social and Health Development to provide notice that the 2019-2022 M-SAA would be extended to March 31, 2023, and asked that The Corporation of the City of London accept and agree by signing and returning the Extending Letter. Subsequently, as allowed under Document Execution By-law A-1, the Extending letter was signed by the Mayor and the City Clerk and returned to Ontario Health.

Three further extensions to the M-SAA were requested, accepted and agreed following the same process in 2023. The first from April 1, 2023 to June 30, 2023, the second from July 1, 2023 to September 30, 2023, and the third from October 1, 2023 to March 31, 2024.

A new, 2023-2024 M-SAA was sent by Ontario Health on March 14, 2024 with a request that the Health Service Provider (HSP) (The City of London) return the Board-approved and signed copy of the Agreement by March 22, 2024. Recognizing the lateness of the submission of the new M-SAA and to permit time for a report to be prepared and considered by committee of Council, Ontario Health has extended the deadline for submission of the signed M-SAA until June 7, 2024.

Consistent with previous versions of the M-SAA, the 2023-2024 M-SAA sets out the terms under which Ontario Health provides funding to the City of London for the delivery of adult day care program services at Dearness Home. It also confirms the reporting, performance, planning and health system integration obligations that the City must adhere to.

Changes to the provisions in the previous M-SAA include some flexibility in discharging adult day care clients if there is a risk of harm, under clause 3.1(e). Digital Health requirements are reworded, and in clause 3.4(e) an obligation is added to “operate an information security program in alignment with reasonable guidance provided by Ontario Health.” A new clause, 8.1(d) requires immediate notice to Ontario Health if the CEO responsible for the Home changes.

Under clause 10.3 the M-SAA agreement there is an indemnification obligation that could create a potentially unlimited liability for the City. The benefits of the Agreement outweigh the risks and the City effectively manages and mitigates these risks through prudent management practices, control measures, liability transfers, and appropriate insurance coverage.

The 2023-2024 M-SAA will continue until April 2025, as Ontario Health have also issued a Notice of Extension of M-SAA to cover the period from April 1, 2024 to March 31, 2025. This will be signed by the Mayor and Clerk and returned to Ontario Health provided committee of Council approve the 2023-2024 M-SAA.

1.2 Previous Reports Related to this Matter

- 2019-2022 Multi- Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, March 19, 2019)
- Funding Changes 2018-2019 Multi-Sector Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, January 22, 2019)
- 2018-2019 Multi- Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, March 27, 2018)
- 2014-2017 Multi- Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, April 7, 2014)

2.0 Financial Impact/Considerations

The Multi-Sector Service Accountability Agreement is essential to the continuity of adult day program funding. Total funding in relation to this agreement from April 1 2023 to March 31, 2024 was \$513,474, with the 2024 to 2025 funding estimated to be the same.

Conclusion

To ensure continuity of funding for Adult Day Program services, it is the recommendation of the Deputy City Manager, Social and Health Development that the Major and City Clerk be authorized to execute the M-SAA agreement with Ontario Health for the Dearness Home for Senior Citizens for the period of April 1, 2023 to March 31, 2024. Additionally, to ensure consideration and execution within timelines set by Ontario Health, it is the recommendation of the Deputy City Manager, Social and Health Development that the Deputy City Manager, Social and Health Development and the City Manager be delegated the power to approve and sign other documents and agreements that may be required in furtherance of a M-SAA.

Submitted by: Leslie Hancock, Director
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

cc. S. Arcese, Finance Supports
L. Marshall, City Solicitor's Office
J. McCloskey, Information Security & Network Enterprise Supports
J. Wills, Manager, Risk Management Division

Bill No.
2024

By-law No.

A By-law to approve the Multi-Sector Service Accountability Agreement with Ontario Health, and to authorize the Mayor and the City Clerk to execute the agreement.

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 the Minister of Health and Long-Term Care may provide funding to Ontario Health under the *Connecting Care Act, 2019*;

AND WHEREAS, Ontario Health is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to the *Connecting Care Act, 2019*, Ontario Health may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part IX of the *Fixing Long-Term Care Act, 2021*;

AND WHEREAS, pursuant to subsection 21(3) of the *Connecting Care Act, 2019*, the funding that Ontario Health provides under subsection 21(1) shall be on the terms and conditions that Ontario Health considers appropriate and in accordance with the funding that Ontario Health receives from the Minister of Health and Long-Term Care, Ontario Health's accountability agreement and any prescribed requirements;

AND WHEREAS section 22 of the *Connecting Care Act, 2019* provides that where Ontario Health proposes to provide funding to a health service provider, Ontario Health and the health service provider shall enter into a service accountability agreement;

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

1. (a) The Multi-Sector Service Accountability Agreement ("M-SAA") for the period April 1, 2023 to March 31, 2024, to be entered into with Ontario Health with respect to the Adult Day Program at the Dearness Home (attached as Schedule 1 to this By-law) is approved.

(b) The Mayor and the City Clerk are authorized to execute the agreement approved under subsection 1(a) above.
2. The Deputy City Manager, Social and Health Development, and the City Manager, are severally delegated the power to approve and execute such further and other documents, including agreements, that may be required in furtherance of the M-SAA approved in subsection 1(a) above, or any future Multi-Sector Service Accountability Agreement that are consistent with the requirements contained in the M-SAA. The Deputy City Manager, Social and Health Development, or the City Manager, as the case may be, shall provide a copy of fully executed documents to the City Clerk.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council _____, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading -
Third reading

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2023 to March 31, 2024

SERVICE ACCOUNTABILITY AGREEMENT
with
The Corporation of the City of London
Effective Date: April 1, 2023
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SCHEDULES

- Schedule A:** Total Funder Funding
- Schedule B:** Reports
- Schedule C:** Directives, Guidelines & Policies
- Schedule D:** Performance
- Schedule E:** Project Funding Agreement Template
- Schedule F:** Declaration of Compliance/Declaration of Compliance for Municipalities
- Schedule G:** N/A

THIS AGREEMENT effective as of the 1st day of April, 2023

BETWEEN :

ONTARIO HEALTH (the “Funder”)

- and -

The Corporation of the City of London (the “HSP”)

Background:

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the “**CCA**”).

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 **Definitions.** In this Agreement the following terms will have the following meanings:

“Accountability Agreement” means the accountability agreement, as that term is defined in the Enabling Legislation, in place between the Funder and the Ministry during a Funding Year;

“Active Offer” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

“Agreement” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

“Annual Balanced Budget” means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

“Applicable Law” means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this

Agreement and the parties' obligations under this Agreement during the term of this Agreement;

"Applicable Policy" means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the Funder, the Ministry or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule C;

"Board" means:

(a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the Funder and is:

(1) a corporation, the board of directors;

(2) a First Nation, the band council; and

(3) a municipality, the municipal council;

and,

(b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the Funder and may be:

(1) a corporation, the board of directors;

(2) a First Nation, the band council;

(3) a municipality, the committee of management;

(4) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;

"Budget" means the budget approved by the Funder and appended to this Agreement in Schedule A;

"CCA" means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"Chair" means, if the HSP is:

(a) a corporation, the Chair of the Board;

(b) a First Nation, the Chief; and

(c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

“Compliance Declaration” means a compliance declaration substantially in the form set out in Schedule F;

“Confidential Information” means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

“Conflict of Interest” in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

(a) the HSP;

(b) a member of the HSP’s Board; or

(c) any person employed by the HSP who has the capacity to influence the HSP’s decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

“Controlling Shareholder” of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

“Days” means calendar days;

“Designated” means designated as a public service agency under the FLSA;

“Digital Health” refers to the use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

“Effective Date” means April 1, 2023;

“Enabling Legislation” means the CCA;

“Explanatory Indicator” means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP’s performance. No Performance Target is set for an Explanatory Indicator;

“Factors Beyond the HSP’s Control” include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP’s control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under it as it and they may be amended from time to time;

“FLSA” means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

“Funder” means Ontario Health;

“Funding” means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement;

“Funding Year” means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

“HSP’s Personnel and Volunteers” means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP’s Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

“Identified” means identified by the Funder or the Ministry to provide French language services;

“Indemnified Parties” means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and His Majesty the King in right of Ontario and His Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review;

“Interest Income” means interest earned on the Funding;

“Mandate Letter” has the meaning ascribed to it in the Memorandum of Understanding between the Ministry and the Funder, and means a letter from the Ministry to the Funder establishing priorities in accordance with the Premier’s mandate letter to the Ministry;

“Minister” means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;

“Ministry” means, as the context requires, the Minister or the Ministry of Health or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;

“Monitoring Indicator” means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;

“MSAA Indicator Technical Specifications document” means the 2023-23 MSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time;

“Notice” means any notice or other communication required to be provided pursuant to this Agreement or the Enabling Legislation;

“Ontario Health” means the corporation without share capital under the name Ontario Health as continued under the CCA;

“Performance Agreement” means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP’s annual quality improvement plan under the *Excellent Care for All Act, 2010*;

“Performance Corridor” means the acceptable range of results around a Performance Target;

“Performance Factor” means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement;

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

“person or entity” includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

“Planning Submission” or **“CAPS”** or **“Community Accountability Planning Submission”** means the HSP Board approved planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder;

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

“Project Funding Agreement” means an agreement in the form of Schedule E that incorporates the terms of this Agreement and enables the Funder to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

“Reports” means the reports described in Schedule B as well as any other reports or information required to be provided under the Enabling Legislation or this Agreement;

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP’s financial statements;

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Total Funder Funding;

Schedule B: Reports;

Schedule C: Directives, Guidelines & Policies;

Schedule D: Performance;

Schedule E: Project Funding Agreement Template;

Schedule F: Declaration of Compliance/Declaration of Compliance for Municipalities; and

Schedule G: Home and Community Care Services Terms and Conditions.

“**Service Plan**” means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

“**Services**” means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

“**Service Volume**” means a measure of Services for which a Performance Target is set; and

“**Transition Plan**” means a transition plan, acceptable to the Funder that indicates how the needs of the HSP’s clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner.

- 1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.
- 1.3 **MSAA Indicator Technical Specification Document.** This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

ARTICLE 2 - TERM AND NATURE OF THIS AGREEMENT

- 2.1 **Term.** The term of this Agreement will commence on the Effective Date and will expire on March 31, 2024 unless terminated earlier or extended pursuant to its terms.
- 2.2 **Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.

ARTICLE 3- PROVISION OF SERVICES

- 3.1 **Provision of Services.**
- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
- (1) the terms of this Agreement, including the Service Plan;

- (2) Applicable Law; and
- (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the Funder, and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.
- (e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient. Notwithstanding the foregoing, the HSP may discharge a patient with complex needs who continues to require Services if there is a significant risk that an individual providing Services to the patient will suffer serious physical harm and the HSP cannot reasonably reduce the risk so that it is no longer significant, provided that (i) prior to discharge the HSP uses reasonable efforts to make alternate arrangements for the patient, (ii) discharging the patient does not conflict with the HSP's obligations under Applicable Law and (iii) when discharging the patient and terminating Services the HSP complies with its obligations under Applicable Law.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.

- (d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.

3.3 **Conflict of Interest.** The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

3.4 **Digital Health.** The HSP shall make best efforts to:

- (a) align with, and participate in, the Funder’s digital health planning, with the aim to improve data exchange and security, and use digital health to enable optimized patient experience, population health and wellbeing, and system sustainability;
- (b) assist the Funder to implement the provincial digital health plans by designing and modernizing digital health assets to optimize data sharing, exchange, privacy and security;
- (c) track the HSP’s Digital Health performance against the Funder’s plans and priorities;
- (d) engage with the Funder to maintain and enhance digital health assets to ensure service resilience, interoperability, security, and comply with any clinical, technical, and information management standards, including those related to data, architecture, technology, privacy and security, set for the HSP by the Funder and/or the Ministry; and
- (e) operate an information security program in alignment with reasonable guidance provided by Ontario Health.

3.5 **French Language Services.**

3.5.1 The Funder will provide the Ministry “Guide to Requirements and Obligations Relating to French Language Services” to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.5.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work towards applying the principles of Active Offer in the provision of services;
- (c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and
- (d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

3.5.3 If Identified. If the HSP is Identified it will:

- (a) work towards applying the principles of Active Offer in the provision of services;

- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and
- (g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

3.5.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and
- (e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

3.6 **Mandate Letter language.** The Funder will receive a Mandate Letter from the Ministry annually. Each Mandate Letter articulates areas of focus for the Funder, and the Ministry's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.

3.7 **Policies, Guidelines, Directives and Standards.** Either the Funder or the Ministry will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

ARTICLE 4 - FUNDING

4.1 **Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the Funder:

- (a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and
- (b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided

that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 **Limitation on Payment of Funding.** Despite section 4.1, the Funder:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 10.4;
- (d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the Funder's satisfaction; and
- (e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the Funder's assessment of the information contained in the Reports.

4.3 **Appropriation.** Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

4.4 **Additional Funding.**

- (a) Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the Funder with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the Funder. The Service Plan will be amended to include any approved additional funding.
- (c) **Funding Increases.** Before the Funder can make an allocation of additional funds to the HSP, the parties will:
 - (1) agree on the amount of the increase;
 - (2) agree on any terms and conditions that will apply to the increase; and
 - (3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 **Conditions of Funding.**

- (a) The HSP will:
 - (1) fulfill all obligations in this Agreement;

- (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (3) spend the Funding only in accordance with the Service Plan; and
 - (4) plan for and achieve an Annual Balanced Budget.
- (b) The Funder may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.
 - (c) All Funding is subject to all Applicable Law and Applicable Policy.

4.6 Interest.

- (a) If the Funder provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the Funder and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the Funder may take one or more of the following actions:
 - (1) the Funder may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;
 - (2) the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the Funder if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the Funder or the Ministry in years prior to this Agreement that was not recorded in the year of the related expenditure; and
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

4.8 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.9 **Disposition.** The HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5 – REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the Funder will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement and subject to section 11.4, the Funder will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement. The Funder will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.
- (c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the Funder will require the repayment of the excess Funding.
- (d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the Funder may take one or more of the following actions:
 - (1) adjust the Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the Funder may take one or more of the following actions:

- (1) adjust the amount of Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the Funder.** The HSP will, at the request of the Funder, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
- (1) has provided false information to the Funder knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the Funder take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 **Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has occurred with the Funder. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 **Process for Recovery of Funding.** If the Funder, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the Funder will give 30 Days' Notice to the HSP.

The Notice will describe:

- (a) the amount of the proposed recovery;
- (b) the term of the recovery, if not permanent;
- (c) the proposed timing of the recovery;
- (d) the reasons for the recovery; and
- (e) the amendments, if any, that the Funder proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the Funder about the matters set out in the Notice within 14 Days of receiving the Notice.

The Funder will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out

in the Funder's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

- (a) Settlement and Recovery of Funding for Prior Years.
 - (1) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the Funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

5.4 Debt Due.

- a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the Funder at the address provided in section 12.1.

5.5 **Interest Rate.** The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The Funder will give at least 60 Days' Notice to the HSP of the date by which a CAPS must be submitted to the Funder.
- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the Funder and may be required to incorporate:
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

If the Funder has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

- (c) **Multi-year Planning Targets.** Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,
 - (1) the HSP acknowledges that if it is provided with planning targets, these targets:
 - a. are targets only,
 - b. are provided solely for the purposes of planning,
 - c. are subject to confirmation, and
 - d. may be changed at the discretion of the Funder in consultation with the HSP.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and
 - (2) the Funder agrees that it will communicate any changes to the planning targets as soon as reasonably possible.
- (d) **Service Accountability Agreements.** The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans.
- (b) **Integration.** The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes;

(B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:

- (1) the HSP is considering an integration or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;
- (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;
- (3) to identify opportunities to integrate the services of the health system, other than those identified in (A) or (B) above; or
- (4) if requested by the Funder.

- (b) **Funder Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.

- 6.4 **Proposing Integration Activities in the Planning Submission.** No integration activity described in section 6.3 may be proposed in a CAPS unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

ARTICLE 7 - PERFORMANCE

- 7.1 **Performance.** The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 **Performance Factors.**

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
- (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;

- (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
- (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received (“Date of the Notice”).
- (c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the “Performance Improvement Process”).

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the Funder;
 - (2) the conduct of a Review;
 - (3) an amendment of the HSP’s obligations;
 - (4) an in-year, or year-end, adjustment to the Funding,
 among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

7.5 Factors Beyond the HSP’s Control. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP’s Control:

- (a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP’s obligations under this Agreement;

- (b) the Funder will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8 – REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports, other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
 - (2) will fulfil the specific reporting requirements set out in Schedule B;
 - (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder;
 - (4) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation.

- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.

- (e) **Declaration of Compliance.** Within 90 Days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the Funder from time to time through the term of this Agreement.
- (f) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction in any of the following circumstances:
 - (1) its CAPS is received after the due date;
 - (2) its CAPS is incomplete;
 - (3) the quarterly performance reports are not provided when due; or
 - (4) financial or clinical data requirements are late, incomplete or inaccurate, where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:
 - (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
 - (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 **Reviews.**

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under the Enabling Legislation or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the Funder or its authorized representatives

and shall do so in a form requested by the Funder or its authorized representatives.

- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, the Enabling Legislation, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous

and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

- 8.6 **Auditor General.** For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9- REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1 **General.** The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licenses, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the Funder in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

- 9.2 **Execution of Agreement.** The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

- 9.3 **Governance.**

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;

- (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Enabling Legislation;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that:
- (1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;
 - (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;
 - (3) it will enforce the HSP's rights under the Performance Agreement; and
 - (4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 9.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

9.4 Funding, Services and Reporting. The HSP represents warrants and covenants that

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the Funder immediately.

- 9.5 **Supporting Documentation.** Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE 10 – LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 10.1 **Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 10.2 **Ibid.** For greater certainty and without limiting section 10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 10.3 **Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or willful misconduct of any Indemnified Parties.
- 10.4 **Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
 - (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
 - (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less

than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

- a. The Indemnified Parties as additional insureds;
- b. Contractual Liability;
- c. Cross-Liability;
- d. Products and Completed Operations Liability;
- e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
- f. Tenants Legal Liability; (for premises/building leases only);
- g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
- h. A 30-Day written notice of cancellation, termination or material change.

(2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance.** The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 11 - TERMINATION AND EXPIRY OF AGREEMENT

11.1 Termination by the Funder.

- (a) **Without Cause.** The Funder may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the Funder does not receive the necessary funding from the Ministry, the Funder may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The Funder may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the Funder:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the Funder;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued all or part of the Services; or
 - d. it is not reasonable for the HSP to continue to provide all or part of the Services;
 - (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the Funder provides the Funding;
 - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;
 - (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;
 - (5) a failure to respond to Funder requests in a timely manner;
 - (6) a failure to: A) advise the Funder of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the Funder to resolve a Conflict of Interest; and
 - (7) a Conflict of Interest that cannot be resolved.

- (e) **Transition Plan.** In the event of termination by the Funder pursuant to this section, the Funder and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the Funder to facilitate the transition of the HSP's clients.

11.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder provided that the Notice is accompanied by:
 - (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
 - (2) a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the Funder may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the Funder for transition costs.

11.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the Funder considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the Funder may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the Funder may terminate this Agreement:
 - (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder.
- (b) **Failure to Remedy.** If the Funder has provided the HSP with an opportunity to remedy the breach, and:
 - (1) the HSP does not remedy the breach within the time period specified in the Notice;
 - (2) it becomes apparent to the Funder that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Funder considers reasonable; or
 - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder,

then the Funder may immediately terminate this Agreement by giving Notice of termination to the HSP.

- 11.4 **Consequences of Termination.** If this Agreement is terminated pursuant to this Article, the Funder may:
- (a) cancel all further Funding instalments;
 - (b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and
 - (d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).
- 11.5 **Effective Date.** Termination under this Article will take effect as set out in the Notice.
- 11.6 **Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.
- 11.7 **Expiry of Agreement.** If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder, along with a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.
- 11.8 **Failure to Provide Notice of Expiry.** If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this Agreement for so long as the Funder may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 12 - NOTICE

- 12.1 **Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the Funder:

Ontario Health West
356 Oxford St W, London, ON N6H 1T3
Attn: Chief Regional Officer
Email: OH-West-Reports@ontariohealth.ca

To the HSP:

The Corporation of the City of London (Dearness Home for Senior Citizens)
710 Southdale Road East,
London, ON N6E 1R8
Attn: Mayor
Email: lhancock@london.ca

- 12.2 **Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 13 – ADDITIONAL PROVISIONS

- 13.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 13.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 13.3 **Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 13.4 **Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by

any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

- 13.5 **Funder is an Agent of the Crown.** The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 13.6 **Express Rights and Remedies Not Limited.** The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 13.7 **No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of His Majesty the King in right of Ontario and as otherwise directed by the Ministry.
- 13.8 **Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in

connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

- 13.9 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 9.5, 10.0, 12.0, 13.0 and 14.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 13.10 **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 13.11 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 13.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 13.13 **Insignia and Logos.** The HSP shall not use any insignia or logo of His Majesty the King in right of Ontario, including those of the Funder, unless it has received the prior written permission of the Funder to do so.

ARTICLE 14 - ENTIRE

- 14.1 **Entire Agreement.** This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the Funder has provided Funding to the HSP pursuant to the April 1, 2019-March 31, 2022 Multi-Sector Accountability Agreement, or amendment thereto, or a prior multi-sector accountability agreement, or amendment thereto, between the HSP and a local health integration network or Funder or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

-SIGNATURE PAGE FOLLOWS-

The parties have executed this Agreement on the dates set out below.

ONTARIO HEALTH

By:

Susan deRyk, Chief Regional Officer, Date
Ontario Health Central & West Regions

And by:

Mark Brintnell, Vice President, Date
Performance, Accountability and
Funding Allocation

The Corporation of the City of London (Dearness Home for Senior Citizens)

By:

Josh Morgan, Date
Mayor

I have authority to bind the HSP

And by:

Michael Schulthess, Date
City Clerk

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule A: Total Funder Funding

Ontario Health Program: Revenue & Expenses	Row #	Account: Financial (F) Reference OHS VERSION 12.0	2023-2024 Plan Target
REVENUE			
Global Base Allocation	1	F 11006	\$503,694
MOHLTC Base Allocation	2	F 11010	\$0
MOHLTC Other funding envelopes	3	F 11014	\$0
Ontario Health One Time	4	F 11008 & 11009	\$0
MOHLTC One Time	5	F 11012	\$0
Paymaster Flow Through (Row 79)	6	F 11019	\$0
Service Recipient Revenue	7	F 11050 to 11090	\$147,711
Subtotal Revenue Ontario Health/MOHLTC	8	Sum of Rows 1 to 7	\$651,405
Recoveries from External/Internal Sources	9	F 12*, [excl. F 1217*, 1219*, 122*]	\$0
Donations	10	F 131*, & 151*	\$0
Other Funding Sources & Other Revenue	11	F 130* to 190*, 110*, [excl. F 11006, 11008 to 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0
Subtotal Other Revenues	12	Sum of Rows 9 to 11	\$0
TOTAL REVENUE	13	Sum of Rows 8 and 12	\$651,405
EXPENSES			
Compensation			
Salaries (Worked hours + Benefit hours cost) (Row 90+101)	14	F 31010, 31030, 31090, 35010, 35030, 35090	\$300,797
Benefit Contributions (Row 91+102)	15	F 31040 to 31085, 35040 to 35085, 38040 to 38085, 39040 to 39085	\$92,899
Employee Future Benefit Compensation	16	F 305*	\$0
Physician Compensation (Row 128)	17	F 39010, 39030, 39090	\$0
Physician Assistant Compensation (Row 129)	18	F 39010, 39030, 39090	\$0
Nurse Practitioner Compensation (Row 130)	19	F 38010, 38030, 38090	\$0
Physiotherapist Compensation (Row 131)	20	F 31010, 31030, 31090, 35010, 35030, 35090	\$0
Chiropractor Compensation (Row 132)	21	F 31010, 31030, 31090, 35010, 35030, 35090	\$0
All Other Medical Staff Compensation (Row 133)	22	F 39095	\$0
Sessional Fees	23	F 39092	\$0
Service Costs			
Med/Surgical Supplies & Drugs	24	F 460*, 465*, 560*, 565* [excl. F 46080]	\$0
Supplies & Sundry Expenses	25	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$87,671
Community One Time Expense	26	F 69596	\$0
Personal Protective Equipment Expense	27	F 46080	\$0
Equipment Expenses	28	F 7*, [excl. F 750*, 780*]	\$0
Contracted Out Expense	29	F 8*	\$95,038
Buildings & Grounds Expenses	30	F 9*, [excl. F 950*]	\$75,000
TOTAL EXPENSES	31	Sum of Rows 14 to 30	\$651,405
FUND TYPE 2 - NET SURPLUS/(DEFICIT) FROM OPERATIONS	32	Row 13 minus Row 31	\$0
Amortization - Grants/Donations Revenue	33	F 141*	\$0
Amortization - Major Equip, Software License & Fees	34	F 750*, 780*	\$0
Amortization - Building	35	F 950*	\$0
NET SURPLUS/(DEFICIT) Incl. Amortization	36	Sum of Rows 33 to 35	\$0
FUND TYPE 3 - OTHER			
Total Revenue (Type 3)	37	F 1*	\$0
Total Expenses (Type 3)	38	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
NET SURPLUS/(DEFICIT)	39	Row 37 minus Row 38	\$0
FUND TYPE 1 - HOSPITAL			
Total Revenue (Type 1)	40	F 1*	\$0
Total Expenses (Type 1)	41	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
NET SURPLUS/(DEFICIT)	42	Row 40 minus Row 41	\$0

ALL FUND TYPES

Total Revenue (All Funds)	43	Row 15 + Row 39 + Row 42	\$651,405	
Total Expenses (All Funds)	44	Row 16 + Row 40 + Row 43	\$651,405	
NET SURPLUS/(DEFICIT)	ALL FUND TYPES	45	Row 43 minus Row 44	\$0

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule B: Reports - Community Support Services

Only those requirements listed below that relate to the programs and services that are funded by Ontario Health will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "**".

When a reporting due date falls on a weekend, the report will be due on the next business day.

OHRs/MIS Trial Balance Submission (through OHFS)*	
2023-24	Due Date (Must pass 3c Edits)
2023-24 Q2	October 31, 2023
2023-24 Q3	January 31, 2024
2023-24 Q4	May 31, 2024

Supplementary Reporting - Quarterly Report (through SRI)*	
2023-24	Due Date
2023-24 Q2	November 7, 2023
2023-24 Q3	February 7, 2024
2023-24 Q4	June 7, 2024

Annual Reconciliation Report (ARR) through SRI*	
Fiscal Year	Due Date
2023-24	June 30, 2024

Board Approved Audited Financial Statements *	
Fiscal Year	Due Date
2023-24	June 30, 2024

Declaration of Compliance	
Fiscal Year	Due Date
2023-24	June 30, 2024

Community Support Services – Other Reporting Requirements		
Requirement	Due Date	
French Language Service Report	2023-24	April 29, 2024

Community Engagement and Integration Activities Reporting	
Fiscal Year	Due Date
2023-24	June 30, 2024

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule C: Directives, Guidelines & Policies - Community Support Services

Only those requirements listed below that relate to the programs and services that are funded by Ontario Health will be applicable.

• 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
• Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
• Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
• Broader Public Sector Perquisites Directive August 2011
• Broader Public Sector Procurement Directive July 2011
• Community Financial Policy, 2016
• Community Support Services Complaints Policy (2004)
• Guide to Requirements and Obligations Relating to French Language Health Services, November 2017
• Guideline for Community Health Service Providers Audits and Reviews, August 2012
• Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year
• Personal Support Services Wage Enhancement Directive, 2014
• Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
• Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
• Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012
• Screening of Personal Support Workers (2003)

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule D1: Core Indicators

Performance Indicators	2023-2024 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	≥0
**Percentage Total Margin	0.00%	≥ 0%
Service Activity by Functional Centre (Refer to Schedule D2a)		
Number of Individuals Served (By Functional Centre- Refer to Schedule D2a)		
Monitoring Indicators		
Variance forecast to Actual Expenditures		
Variance Forecast to Actual Units of Service		
Alternate Level of Care (ALC) Rate		
Explanatory Indicators		
Cost per Unit Service (by Functional Centre)		
Cost per Individual Served (by Program/Service/Functional Centre)		
Client Experience		
Percentage of Alternate Level of Care (ALC) days		
<p>* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget</p> <p>** No negative variance is accepted for Total Margin</p>		

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

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2023-2024 Schedule D2A: Clinical Activity - Detail

OHRs Description & Functional Centre		2023-2024 Target	2023-2024 Performance Standard
<i>*These values are provided for information purposes only. They are not Accountability Indicators.</i>			
Administration and Support Services 72 1			
Full-time equivalents (FTE)	72 1	1.25	n/a
Total Cost for Functional Centre	72 1	\$98,146	n/a
CSS IH - Day Services 72 5 82 20			
Full-time equivalents (FTE)	72 5 82 20	3.60	n/a
Individuals Served by Functional Centre	72 5 82 20	50	40 - 60
Attendance Days	72 5 82 20	3,978	3,580 - 4,376
Total Cost for Functional Centre	72 5 82 20	\$553,259	n/a
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		4.85	n/a
Total Visits for all F/C		0	0 - 0
Total Not Uniquely Identified Service Recipient Interactions for all F/C		0	0 - 0
Total Hours of Care for all F/C		0	0 - 0
Total Inpatient/Resident Days for all F/C		0	0 - 0
Total Individuals Served by Functional Centre for all F/C		50	40 - 60
Total Attendance Days for all F/C		3,978	3,580 - 4,376
Total Group Sessions for all F/C		0	0 - 0
Total Meals Delivered for all F/C		0	0 - 0
Total Group Participants for all F/C		0	0 - 0
Total Service Provider Interactions for all F/C		0	0 - 0
Total Mental Health Sessions for all F/C		0	0 - 0
Total Cost for All F/C		\$651,405	n/a
Total Service Provider Group Interactions for all F/C		0	0 - 0

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule D2D: CSS Sector Specific Indicators

Performance Indicators	2023-2024 Target	Performance Standard
No Performance Indicators	-	-
Explanatory Indicators		
Number of persons waiting for service (by functional centre)		
Developmental Indicators		
Average Number of Days Waited for First Service (By Functional Centre)		

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule D3: Local Obligations

This schedule sets out provincial goals identified by Ontario Health (OH) and the Local Obligations associated with each of the goals. The provincial goals apply to all HSPs and HSPs must select the most appropriate obligation(s) under each goal for implementation. HSPs must provide a report on the progress of their implementation(s) as per direction provided by OH regional teams.

Goal: Improve Access and Flow by Reducing Alternate Level of Care (ALC)

Local Obligations related to goal:

- Participate in and align with regional plans to support admission diversion, maximize capacity, and support patients transition to community.

Goal: Advance Indigenous Health Strategies and Outcomes

Local Obligations related to goal:

- Develop and/or advance First Nations, Inuit, Métis and Urban Indigenous (FNIMUI) FNIMUI Health Workplan:
 - a. Partner with your OH team to work through a process of establishing a First Nations, Inuit, Métis and Urban Indigenous Health Workplan, which aligns with provincial guidance, and includes a plan for Indigenous cultural awareness (improving understanding of Indigenous history, perspectives, cultures, and traditions) and cultural safety (improving understanding of anti-racist practice and identifying individual and systemic biases that contribute to racism across the health care system). Ontario Health will provide guidance material to support this process.
 - b. Or, if a First Nations, Inuit, Métis and Urban Indigenous Health Workplan (or similar) already exists, demonstrate advancement to implementation of the plan.
- Demonstrate progress (and document in reporting template) on outcomes, access and/or executive training:
 - a. Improvement in outcomes regarding First Nations, Inuit, Métis and Urban Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on the data currently available to them. In future years, standardized indicators will be developed.)
 - b. Progress in increasing culturally safe access to healthcare services, programs to foster Indigenous engagement, and relationship building to improve Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on initiatives they have targeted in their First Nations, Inuit, Métis and Urban Indigenous Health Workplan. In future years, standardized indicators will be developed.)
 - c. Demonstrate that executive level staff have completed Indigenous Cultural Safety Training

Goal: Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to Improve Health Outcomes

Local Obligations related to goal:

- Develop and/or advance an organizational health equity plan
 - develop an equity plan that aligns with OH equity, inclusion, diversity and anti-racism framework, and existing provincial priorities, where applicable (i.e., French language health services plan; Accessibility for Ontarians with Disabilities Act; the provincial Black Health Plan; High Priority Community Strategy; etc.). Please note that HSPs will be provided with guidance materials to help develop their equity plan and complete a reporting template to submit to the region.
 - Or, if an equity plan already exists, demonstrate advancement to implementation of the plan, by completing the equity reporting template and submitting to the region.
- Increase understanding and awareness of health equity through education/continuous learning
 - Continue capacity-building through knowledge transfer, education, and training about health equity within the Region, HSPs will demonstrate that a minimum, executive level staff have completed relevant equity, inclusion, diversity, and anti-racism education (recommended education options to be provided).

Language Amendment: Despite Section 1.1, for the purposes of this Agreement, "Board" means municipal council of the HSP

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 Schedule E: Project Funding Agreement Template

Project Funding Agreement Template

Note: This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by Ontario Health.

THIS PROJECT FUNDING AGREEMENT ("PFA") is effective as of [insert date] (the "Effective Date") between:

ONTARIO HEALTH

- and -

[Legal Name of the Health Service Provider] (the "HSP")

WHEREAS Ontario Health and the HSP entered into a Service Accountability Agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms of pursuant to which Ontario Health will fund the HSP for [insert brief description of project] (the "Project");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

1.0 Definitions. Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:

"Project Funding" means the funding for the Services;

"Services" mean the services described in Appendix A to this PFA; and

"Term" means the period of time from the Effective Date up to and including [insert project end date].

2.0 Relationship between the SAA and this PFA. This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.

3.0 The Services. The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.

4.0 Rates and Payment Process. Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

5.0 Representatives for PFA.

(a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.

(b) Ontario Health's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]

6.0 Additional Terms and Conditions. The following additional terms and conditions are applicable to this PFA.

(a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.

(b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]

By:

[insert name and title]

Ontario Health

By:

[insert name and title]

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

APPENDIX A: SERVICES

1. DESCRIPTION OF PROJECT
2. DESCRIPTION OF SERVICES
3. OUT OF SCOPE
4. DUE DATES
5. PERFORMANCE TARGETS
6. REPORTING
7. PROJECT ASSUMPTIONS
8. PROJECT FUNDING

8.1 The Project Funding for completion of this PFA is as follows: [X]

8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time funding and is not to exceed [X].

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

2023-2024 - Schedule F: Declaration of Compliance

DECLARATION OF COMPLIANCE

Issued pursuant to the MSAA effective April 1, 2023

To: The Board of Directors of the [insert name of Ontario Health Region].
Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of HSP] (the "HSP")

Date: [insert date]

Re: April 1, 2023 – March 31, 2024 (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the Ontario Health Region and the HSP effective April 1, 2023.

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Officer or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the "MSAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the MSAA concerning applicable procurement practices;
- (ii) The *Connecting Care Act, 2019*; and
- (iii) Any compensation restraint legislation which applies to the HSP

[insert name of Chair], [insert title]

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: The Corporation of the City of London (Dearness Home for Senior Citizens)

Appendix 1 - Exceptions

[Please identify each obligation under the MSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]