

Agenda Including Addeds

Community and Protective Services Committee

5th Meeting of the Community and Protective Services Committee

March 20, 2018, 4:00 PM

Council Chambers

Second Floor, London City Hall

Members

Councillors M. Cassidy, V. Ridley, B. Armstrong, M. Salih, P. Squire, Mayor M. Brown

The Committee will recess at approximately 6:30 PM for dinner, as required.

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| TO: | CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 20, 2018 |
| FROM: | SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |
| SUBJECT: | 2018-2019 SERVICE ACCOUNTABILITY AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF LONDON (DEARNESS HOME) AND THE SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (LHIN) |

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| RECOMMENDATION |
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That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting on March 27, 2018 to:

- a) **APPROVE** the Long Term Care Home Service Accountability Agreement for the period April 1, 2018 to March 31, 2019 attached as schedule 1 with the South West Local Health Integration Network (LHIN); and
- b) **AUTHORIZE** the Mayor and the City Clerk to execute the agreement approved in (a) above.

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| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
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- 2016-2019 Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (March 26, 2016)
- 2016-2019 Long Term Care Home Accountability Planning Submission (LAPS) (January 26, 2016)
- 2013-2016 Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (March 18, 2013)
- 2013-2016 Long Term Care Home Accountability Planning Submission (LAPS) (December 3, 2012)

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| BACKGROUND |
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It is a requirement of the *Local Health System Integration Act*, 2006 that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) with each Health Service Provider that it funds. The SAA for the long term care sector is called the Long Term Care Home Service Accountability Agreement (L-SAA). In March 2016, Council approved a three year L-SAA agreement with the LHIN. The term of that agreement was April 1, 2016 to March 31, 2019.

On January 19, 2018, the LHIN advised the City that in order to ensure alignment with legislative changes necessitated by the implementation of the *Patients First Act*, a new Long Term Care Service Accountability Agreement for the period April 1, 2018 to March 31, 2019, attached as schedule 2 would be required. Passed in December 2016, the *Patients First Act* was enacted to help patients and their families obtain better access to a more local and integrated health care system, improving the patient experience and delivering higher-quality care.

Consistent with previous versions of the L-SAA, the 2018-2019 L-SAA, attached as Schedule 1, sets out the terms under which the LHIN will provide funding to the City for the delivery of Long Term Care services at Dearness Home. It also confirms the reporting, performance, planning and health system integration obligations that the City must adhere to in order to received funding. The existing 2016-2019 L-SAA will be replaced by the new 2018-2019 L-SAA, once it is approved and executed.

The proposed new L-SAA attached as schedule 1 includes several amendments to align with new requirements of the *Patients First Act*, to provide clarity and enhance services related to the *French Language Services Act*, to reflect the reorganization of the LHIN and the former Community Care Access Centre and to update specific articles which address Provision of Services, Planning and Integration, Reporting, Warranties and Covenants and Additional Provisions. It also includes some changes to the L-SAA schedules including some amendments to Provincial Service Indicators. An overview of the changes is provided in the Letter from the LHIN, attached as Appendix B. Although a number of amendments have been made, the LHIN has confirmed that the nature of the changes are minimal, and because there was pan-LHIN agreement, are generally consistent across the province.

The proposed new L-SAA was released by the LHIN on February 8, 2018 with a request that the Health Service Partner (HSP) (The City of London) return the Board-approved and signed copy of the Agreement by March 5, 2018. If the HSP was unable to meet the deadline, there was a requirement to provide the LHIN with a statement of intent, confirming that an approved L-SAA would be forwarded to the LHIN by March 30, 2018. The City did submit a statement of intent to sign and the LHIN has been informed that the L-SAA will be presented to Council for approval at its meeting on March 27, 2018.

Civic Administration including representatives from Legal Services and Risk Management have reviewed the proposed agreement.

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| RECOMMENDED BY: |
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| SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |

- cc:** B. Hall, Administrator, Dearness Home
 K. Murray, Senior Financial Business Administrator
 J. Brown, Financial Business Administrator
 L. Marshall, Solicitor
 J. Wills, Manager, Risk Management

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve the Long-Term Care Home Service Accountability Agreement with the South West LHIN, 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 a local health integration network (LHIN) under the *Local Health System Integration Act, 2006 (LHSI Act)*;

AND WHEREAS, pursuant to the *LHSI Act* a local health integration network is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to subsection 19(1) of the *LHSI Act*, a local health integration network may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part VIII of the *Long-Term Care Homes Act, 2007*, in respect of services that the service provider provides in or for the geographic area of the network;

AND WHEREAS, pursuant to subsection 19(2) of the *LHSI Act*, the funding that a LHIN provides under subsection 19(1) shall be on the terms and conditions that the network considers appropriate and in accordance with the funding that the network receives from the Minister of Health and Long-Term Care, the network's accountability agreement and any prescribed requirements;

AND WHEREAS section 20 of the *LHSI Act* provides that a LHIN and a health service provider that receives funding from the LHIN shall enter into a service accountability agreement;

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

1. The Long-Term Care Home Service Accountability Agreement for the period April 1, 2018 to March 31, 2019 to be entered into with the South West Local Health Integration Network with respect to the Dearness Home attached as Schedule A to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2018 to March 31, 2019

SERVICE ACCOUNTABILITY AGREEMENT

with

The Corporation of the City of London

Effective Date: April 1, 2018

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Schedules

- A - Description of Home and Beds
- B - Additional Terms and Conditions Applicable to the Funding Model
- C - Reporting Requirements
- D - Performance
- E - Form of Compliance Declaration

THIS SERVICE ACCOUNTABILITY AGREEMENT effective as of April 1, 2018

B E T W E E N :

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (the “LHIN”)

AND

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

IN RESPECT OF:

Dearness Home for Senior Citizens located at
710 Southdale Road East, London, ON N6E 1R8 (the “Home”)

Background:

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* (“LHSIA”), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely “to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks”.

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA and the Patient’s First: Action Plan for Health Care (“Patients First”), intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA and Patients First. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN, from time to time; in the provincial strategic plan for the health system; and, in the LHIN’s Integrated Health Services Plan.

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

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

ARTICLE 1. ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

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

“Accountability Agreement” refers to the Agreement in place between the Minister and the LHIN pursuant to the terms of section 18 of LHSIA.

“Act” means the *Long-Term Care Homes Act, 2007* and the regulations made under the *Long Term Care Homes Act, 2007* as it and they may be amended from time to time.

“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 calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

“Applicable Law” means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, 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 orders, rules, policies, directives or standards of practice issued or adopted by the LHIN, by the MOHLTC or by 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 Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

“Approved Funding” has the meaning ascribed to it in Schedule B.

“Beds” means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

“Board” means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) 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;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*, and the regulations made under the Broader Public Sector Accountability Act, 2010 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, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

“Compliance Declaration” means a compliance declaration substantially in the form set out in Schedule “E”.

“Confidential Information” means information that is (i) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided to the receiving Party; and (ii) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. 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.

“Construction Funding Subsidy” has the meaning ascribed to it in Schedule B.

“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.

“Design Manual” means the MOHLTC design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

“Digital Health” has the meaning ascribed to it in the Accountability Agreement, and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

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

“Director” has the same meaning as the term “Director” in the Act.

“Effective Date” means April 1, 2018.

“Explanatory Indicator” means a measure of HSP performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the “L-SAA 2016-19 Indicator Technical Specifications” document.

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

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

“Funding” means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

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

“Home” means the building where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

“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 LHIN or the Ministry to provide French language services;

“Indemnified Parties” means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her

Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.

“Interest Income” means interest earned on the Funding.

“LHIN Cluster” has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC’s provincial priorities.

“LHSIA” means the *Local Health System Integration Act, 2006* and the regulations under the *Local Health System Integration Act, 2006* as it and they may be amended from time to time.

“Licence” means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

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

“Minister” means the Minister of Health and Long-Term Care.

“MOHLTC” means the Minister or the Ministry of Health and Long-Term Care, as is appropriate in the context.

“Notice” means any notice or other communication required to be provided pursuant to this Agreement, LHSIA or the Act.

“Party” means either of the LHIN or the HSP and **“Parties”** mean both of the LHIN and the HSP.

“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.

“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, and for certainty, includes any such matter that may be brought to the attention of the LHIN, whether by PICB or otherwise.

“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 “L-SAA 2016-19 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.

“PICB” means Performance Improvement and Compliance Branch of MOHLTC, or any other Branch or organizational unit of MOHLTC that may succeed or replace it.

“Planning Submission” means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN.

“Policy Web Pages” means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the LHIN or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/lrc_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/lrc_redev/awardeeoperator.html).

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement.

“Resident” has the meaning ascribed to the term “resident” under the Act.

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

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

- Schedule A. Description of Home and Beds;
- Schedule B. Additional Terms and Conditions Applicable to the Funding Model;
- Schedule C. Reporting Requirements;
- Schedule D. Performance; and
- Schedule E. Form of Compliance Declaration.

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. 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.

ARTICLE 2. ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2019 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.
- 2.3 Notice.** Notice was given to the HSP that the LHIN intended to enter into this Agreement. The HSP hereby acknowledges receipt of such Notice in accordance with the terms of LHSIA.
- 2.4 Prior Agreements.** The Parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3. ARTICLE 3.0 - 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;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (c) 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.

3.2 Subcontracting for the Provision of Services.

- (a) The Parties acknowledge that, subject to the provisions of the Act and LHSIA, 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 LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN 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 LHIN.

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 LHIN 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 LHIN to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

- (a) assist the LHIN to implement provincial e-health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN, as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submission, plans for achieving Digital Health priority initiatives.

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

3.6 French Language Services.

3.6.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 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 toward applying the principles of Active Offer in the provision of services;

- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

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

- (a) work toward 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 LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (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 LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community;
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.6.4 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 LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by notice, require;
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

ARTICLE 4. ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the Term, 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 Conditions of Funding.

- (a) The HSP will:

- (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (2) not use the Funding for compensation increases prohibited by Applicable Law;
 - (3) meet all obligations in the Schedules;
 - (4) fulfill all other obligations under this Agreement; and
 - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds,
 - (1) if the Minister or the Director so directs under the terms of the Act;
 - (2) while the Home is under the control of an Interim Manager pursuant to section 157 of the Act; or
 - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.6 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.

- 4.7 Disposition.** The HSP will not sell, lease or otherwise dispose of any assets purchased with Funding, except as may be required by Applicable Law or otherwise in accordance with Applicable Policy.

ARTICLE 5. ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

- (a) The LHIN may adjust the Funding in any of the following circumstances:
- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
 - (2) on a change to the Services;
 - (3) if required by either the Director or the Minister under the Act;
 - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
 - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding and/or through the adjustment of the amount of any future funding installments. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under 5.1 (a) (4) or (5), LHIN shall take into account the following principles:
- (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
 - (2) the HSP should not gain from a breach of this Agreement;
 - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
 - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

- 5.2 Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the Parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. 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 LHIN 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 LHIN 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 LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN 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. ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN 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. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.
- (c) **Multi-year Planning Targets.** Parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the Term and the LHIN is able to provide the HSP with multi-year planning targets, (the HSP acknowledges that these targets are: (1) targets only, (2) provided solely for the purposes of planning, (3) are subject to confirmation and (4) may be changed at the discretion of the LHIN. The HSP will proactively manage the risks

associated with multi-year planning and the potential changes to the planning targets. The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the Parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least six months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN 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 LHIN including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place, and utilize, effective mechanisms for engaging families and patients to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General:** A pre-proposal process has been developed to (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, 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 LHSIA between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services;
 - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal:** Use of the pre-proposal process is not formal Notice of a proposed integration under section. 27 of LHSIA. LHIN

consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by section 25 or 27 of LHSIA. Following the LHIN'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 LHIN.

- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of section 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which section 27 may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the LHIN at least six months' prior written Notice. Such Notice shall include:
 - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the six month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the six month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the six month Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

- (c) The LHIN may terminate the designation of the convalescent care Beds at any time by giving at least six months' prior written Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the LHIN with:
 - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the six month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the six month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

6.6 In this Article 6, the terms “integrate”, “integration” and “services” have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

(a) “**service**” includes;

- (1) a service or program that is provided directly to people,
- (2) a service or program, other than a service or program described in clause (1), that supports a service or program described in that clause, or
- (3) a function that supports the operations of a person or entity that provides a service or program described in clause (1) or (2).

(b) “**integrate**” includes;

- (1) to co-ordinate services and interactions between different persons and entities,
- (2) to partner with another person or entity in providing services or in operating,
- (3) to transfer, merge or amalgamate services, operations, persons or entities,
- (4) to start or cease providing services,
- (5) to cease to operate or to dissolve or wind up the operations of a person or entity,

and “**integration**” has a similar meaning.

ARTICLE 7. ARTICLE 7.0 - 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 seven Days of the date on which the Notice was received (“Date of the Notice”).

- (c) Where a meeting has been requested under section 7.2(a), the Parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either Party.

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 local 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 LHIN;
 - (2) the conduct of a Review;
 - (3) a revision and amendment of the HSP’s obligations; and
 - (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 LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

ARTICLE 8. ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN’s ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, 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, its Residents 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 LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the

- Reports other than personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement or LHSIA or for the purposes that are prescribed under any Applicable Law;
- (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
 - (3) will fulfil the specific reporting requirements set out in Schedule C;
 - (4) 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 LHIN; and
 - (5) agrees that every Report submitted 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 LHIN's right to access or to require access to personal information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **RAI MDS.** Without limiting the foregoing, the HSP
 - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
 - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents (RAI MDS Data);
 - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
 - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Health Quality Ontario.** The HSP will submit a Quality Improvement Plan to Health Quality Ontario that is aligned with this Agreement and supports local health system priorities.
- (e) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (f) **Declaration of Compliance.** On or before March 1 of each Funding Year, 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 E and may be amended from time to time through the term of this Agreement.

- (g) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of either LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be taken from funding designated for this purpose in Schedule B 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 seven years after the term of this Agreement, the HSP agrees that the LHIN 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 LHIN or its authorized representatives may, upon twenty-four 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 LHSIA, 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 LHSIA, 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 Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law or Applicable Policy.
- (c) To assist in respect of the rights set out in (b) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN 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.
- (e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

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 seven (7) years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry 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 LHIN is bound by FIPPA and that any information provided to the LHIN 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, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

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

ARTICLE 9. ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
 - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in

- any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and
- (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10. ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 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, licences, consents intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application 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;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

10.2 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 the Agreement.

10.3 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 one or more codes of conduct for, and that identify, the ethical obligations 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 Act and LHSIA;
 - (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 it:
- (1) has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO;
 - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
 - (3) will enforce the HSP's rights under the Performance Agreement.

10.4 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, and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11. ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 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.

11.2 Same. For greater certainty and without limiting section 11.1, the LHIN 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 LHIN 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.

11.3 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 wilful misconduct of any Indemnified Parties.

11.4 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 the 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.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two 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 thirty-Day written notice of cancellation, termination or material change.

- (2) **Proof of WSIA Coverage.** Unless the HSP put into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN 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 LHIN 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 LHIN, 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 12. ARTICLE 12.0 - TERMINATION

12.1 Termination by the LHIN.

- (a) **Immediate Termination.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
 - (2) 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;
 - (3) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
 - (4) the Home has been closed in accordance with the Act; or
 - (5) as provided for in section 4.6, the LHIN does not receive the necessary funding from the MOHLTC.
- (b) **Termination in the Event of Financial Difficulties.** If 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 the LHIN

will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give 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 advise the HSP that the LHIN will 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 LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and

the LHIN may then terminate this Agreement in accordance with the Notice.

12.2 Termination of Services by the HSP.

- (a) Except as provided in 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.
- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a License in whole or in part, the HSP will comply with section 6.3 of this Agreement. Notice under section 27 of LHSIA will not be effective unless accompanied by a transition plan that is acceptable to the LHIN, if such a transition plan is requested pursuant to section 6.3.

12.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services;and

- (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 12.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

12.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN 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 LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13. ARTICLE 13.0 - NOTICE

13.1 Notice. A Notice will be in writing; delivered personally, by pre-paid courier, or sent by facsimile or email with confirmation of receipt, or by any form of mail where evidence of receipt is provided by the post office. When a Notice is sent by email, a confirmation of receipt shall include acknowledgment by the Notice recipient of an automated request for receipt, or a written email reply from the Notice recipient acknowledging receipt. 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 LHIN:

South West Local Health Integration Network
356 Oxford Street West
London, ON N6H 1T3

Attention:
Kelly Gillis
Interim Co-Chief Executive Officer

Email: Kelly.gillis@lhins.on.ca

Fax: (519) 472-7438

Telephone: (519) 473-2222

To the HSP:

Dearness Home for Senior Citizens
710 Southdale Road East
London, ON N6E 1R8

Attention
Sandra Datars Bere
Managing Director Housing, Social
Services and Dearness Home

Email: sdatarsb@london.ca

13.2 Notices Effective From. A Notice will be effective at the time the delivery is made if the Notice is delivered personally or by pre-paid courier. If delivered by mail, a Notice will be effective five business days after the day it was mailed. A Notice that is delivered by facsimile or by email will be effective when its receipt is acknowledged as required by this Article.

ARTICLE 14. ARTICLE 14.0 - INTERPRETATION

14.1 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.

- 14.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.
- 14.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 14.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 15. ARTICLE 15.0 - ADDITIONAL PROVISIONS

- 15.1 Currency.** All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 15.2 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.
- 15.3 Terms and Conditions on Any Consent.** Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.
- 15.4 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.
- 15.5 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.
- 15.6 LHIN is an Agent of the Crown.** The Parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN 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 LHIN 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.
- 15.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the

LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and LHSIA, nor the right to exercise its right under these statutes at any time.

- 15.8 No Assignment.** The HSP will not assign either this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 15.9 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.
- 15.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.4, 4.6, 10.4, 10.5 and 12.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 15.11 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.
- 15.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 15.13 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.

ARTICLE 16. ARTICLE 16.0 - ENTIRE AGREEMENT

16.1 Entire Agreement. This Agreement together with the appended Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The Parties have executed this Agreement on the dates set out below.

South West Local Health Integration Network

By:

Andrew Chunilall, Interim Board Chair

Date

And by:

Kelly Gillis, Interim Co-CEO

Date

**The Corporation of the City of London
Dearness Home for Senior Citizens**

By:

Matt Brown, Mayor

Date

I have authority to bind the HSP

And by:

Catharine Saunders, City Clerk

Date

I have authority to bind the HSP

Schedule A: Description of Home and Beds

| A.1 General Information | | | | |
|--|---------------------------------------|-----------------|----------------|---|
| LTCH Legal Name / Licensee | The Corporation of the City of London | | | |
| LTCH Common Name | Dearness Home for Senior Citizens | | | |
| LTCH Facility ID Number LTCH Facility (master number for RAI MDS) | H11483 | | | |
| Address | 710 Southdale Rd East | | | |
| City | London , Ontario | Postal Code | N6E 1R8 | |
| Geography served (catchment area) | City of London | | | |
| Accreditation organization | CARF | | | |
| Date of Last Accreditation | 2016 | Year(s) Awarded | 3 Years | |
| French Language Services (FLS) | Identified Y/N | N | Designated Y/N | N |

| A.2 Licensed or Approved Beds & Classification / Bed Type | | | | | | | |
|---|-----------------|---|---|---|-----|-------------------|---------------------------------|
| Bed Types | Total # of Beds | | | | | Term of Licence | Comments/Additional Information |
| | A | B | C | D | New | | |
| Regular Long Stay Beds | 241 | | | | | - | Municipal Home |
| Convalescent Care Beds | | | | | | | |
| Respite Beds | 2 | | | | | Approved for 2018 | |
| Beds in Abeyance | | | | | | | |
| ELDCAP Beds | | | | | | | |
| Interim Beds | | | | | | | |
| Veterans' Priority Access beds | | | | | | | |
| Other beds * | | | | | | | |
| Sub Total # all Bed Types | 243 | | | | | | |
| Total # all Bed Types | 243 | | | | | | |

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

Schedule A: Description of Home and Beds Cont'd

| A.3 Structural Information | | | | | |
|--|--|-----------------------------|--|--------------------------|-----|
| Type of Room <i>(this refers to structural layout rather than what is charged in accommodations)</i> | | | | | |
| Number of rooms with 1 bed | 243 | Number of rooms with 2 beds | | Number of Floors | 5 |
| Number of rooms with 3 beds | | Number of rooms with 4 beds | | Total # Rooms | 243 |
| | | | | | |
| Original Construction Date (Year) | 2004 | | | | |
| Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating) | <div style="display: flex; flex-direction: column; align-items: flex-start;"> <div>1)</div> <div>2)</div> <div>3)</div> <div>4)</div> </div> | | | | |
| | | | | | |
| Number of Units/Resident Home Areas and Beds | | | | | |
| <i>Unit/Resident Home Area</i> | | | | <i>Number of Beds</i> | |
| 9 Units | | | | 27 beds each unit | |
| | | | | | |
| | | | | | |

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"Approved Funding" means the allowable subsidy for the Term determined by reconciling the Estimated Provincial Subsidy (as defined below) in accordance with Applicable Law and Applicable Policy

"Construction Funding Subsidy" or "CFS" means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

"CFS Commitments" means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home, in effect between the HSP and the LHIN on June 30, 2010, and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"Envelope" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

"Estimated Provincial Subsidy" means the estimated provincial subsidy calculated in accordance with Applicable Policy.

"Reconciliation Reports" means the reports required by Applicable Policy including the Long-term Care Home Annual Report and, the In-Year Revenue/Occupancy Report.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use All Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.2 The HSP shall not transfer any portion of the Estimated Provincial Subsidy in the “Raw Food” Envelope to any other Envelope:

4.3 The HSP may transfer all or any of the part of the Estimated Provincial Subsidy for the Other Accommodation Envelope to any other Envelope without the prior written approval of the LHIN, provided that the HSP has complied with the standards and criteria for the “Other Accommodation” Envelope as set out in Applicable Policy.

4.4 The HSP may transfer any part of the Estimated Provincial Subsidy in the (a) Nursing and Personal Care” Envelope; or (b) the “Program and Support Services Envelope; to any Envelope other than the Other Accommodation Envelope without the prior written approval of the LHIN provided that the transfer is done in accordance with Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the “Other Accommodation” Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has agreed in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written agreement.

5.3 Where this Agreement establishes or requires a service requirement that surpasses

the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Approved Funding.

6.3 In accordance with the Applicable Law and Applicable Policy, if the Estimated Provincial Subsidy paid to the HSP exceeds the Approved Funding for any period, the excess is a debt due and owing by the HSP to the Crown in right of Ontario which shall be paid by the HSP to the Crown in right of Ontario and, in addition to any other methods available to recover the debt, the LHIN may deduct the amount of the debt from any subsequent amounts to be provided by the LHIN to the HSP. If the Estimated Provincial Subsidy paid for any period is less than the Approved Funding, the LHIN shall provide the difference to the HSP.

Schedule C – Reporting Requirements

| 1. In-Year Revenue/Occupancy Report | |
|--|--|
| Reporting Period | Estimated Due Dates ¹ |
| 2016 – Jan 01-16 to Sept 30-16 | By October 15, 2016 |
| 2017 – Jan 01-17 to Sept 30-17 | By October 15, 2017 |
| 2018 – Jan 01-18 to Sept 30-18 | By October 15, 2018 |
| 2. Long-Term Care Home Annual Report | |
| Reporting Period | Estimated Due Dates ¹ |
| 2016 – Jan 01-16 to Dec 31-16 | By September 30, 2017 |
| 2017 – Jan 01-17 to Dec 31-17 | By September 30, 2018 |
| 2018 – Jan 01-18 to Dec 31-18 | By September 30, 2019 |
| 3. French Language Services Report | |
| Fiscal Year | Due Dates |
| 2016-17 – Apr 01-16 to March 31-17 | April 28, 2017 |
| 2017-18 – Apr 01-17 to March 31-18 | April 30, 2018 |
| 2018-19 – Apr 01-18 to March 31-19 | April 30, 2019 |
| 4. OHRS/MIS Trial Balance Submission | |
| 2016-2017 | Due Dates (Must pass 3c Edits) |
| Q2 – Apr 01-16- to Sept 30-16 (Fiscal Year) | October 31, 2016 |
| Q2 – Jan 01-16 to Jun 30-16 (Calendar Year) | |
| Q3 – Apr 01-16- to Dec 31-16 (Fiscal Year) | January 31, 2017 – Optional Submission |
| Q3 – Jan 01-16 to Sept 30-16 (Calendar Year) | |
| Q4 – Apr 01-16- to March 31-17 (Fiscal Year) | May 31, 2017 |
| Q4 – Jan 01-16 to Dec 31-16 (Calendar Year) | |
| 2017-2018 | Due Dates (Must pass 3c Edits) |
| Q2 – Apr 01-17 to Sept 30-17 (Fiscal Year) | October 31, 2017 |
| Q2 – Jan 01-17 to June 30-17 (Calendar Year) | |
| Q3 – Apr 01-17 to Dec 31-17 (Fiscal Year) | January 31, 2018 – Optional Submission |
| Q3 – Jan 01-17 to Sept 30-17 (Calendar Year) | |
| Q4 – Apr 01-17 to March 31-18 (Fiscal Year) | May 31, 2018 |
| Q4 – Jan 01-17 to Dec 31-17 (Calendar Year) | |
| 2018-2019 | Due Dates (Must pass 3c Edits) |
| Q2 – Apr 01-18 to Sept 30-18 (Fiscal Year) | October 31, 2018 |
| Q2 – Jan 01-18 to June 20-18 (Calendar Year) | |
| Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year) | January 31, 2019 – Optional Submission |
| Q3 – Jan 01-18 to Sep 30-18 (Calendar Year) | |
| Q4 – Apr 01-18 to March 31-19 (Fiscal Year) | May 31, 2019 |
| Q4 – Jan 01-18 to Dec 31-18 (Calendar Year) | |
| 5. Compliance Declaration | |
| Funding Year | Due Dates |
| January 1, 2016 – December 31, 2016 | March 1, 2017 |
| January 1, 2017 – December 31, 2017 | March 1, 2018 |
| January 1, 2018 – December 31, 2018 | March 1, 2019 |

¹ These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Schedule C – Reporting Requirements Cont'd

| 6. Continuing Care Reporting System (CCRS)/RAI MDS | |
|---|--|
| Reporting Period | Estimated Final Due Dates¹ |
| 2016-2017 Q1 | August 31, 2016 |
| 2016-2017 Q2 | November 30, 2016 |
| 2016-2017 Q3 | February 28, 2017 |
| 2016-2017 Q4 | May 31, 2017 |
| | |
| 2017-2018 Q1 | August 31, 2017 |
| 2017-2018 Q2 | November 30, 2017 |
| 2017-2018 Q3 | February 28, 2018 |
| 2017-2018 Q4 | May 31, 2018 |
| | |
| 2018-2019 Q1 | August 31, 2018 |
| 2018-2019 Q2 | November 30, 2018 |
| 2018-2019 Q3 | February 28, 2019 |
| 2018-2019 Q4 | May 31, 2019 |
| 7. Staffing Report | |
| Reporting Period | Estimated Due Dates¹ |
| January 1, 2016 – December 31, 2016 | July 7, 2017 |
| January 1, 2017 – December 31, 2017 | July 6, 2018 |
| January 1, 2018 – December 31, 2018 | July 5, 2019 |
| 8. Quality Improvement Plan | |
| (submitted to Health Quality Ontario (HQO)) | |
| Planning Period | Due Dates |
| April 1, 2016 – March 31, 2017 | April 1, 2016 |
| April 1, 2017 – March 31, 2018 | April 1, 2017 |
| April 1, 2018 – March 31, 2019 | April 1, 2018 |

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:

- *n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
- *tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

| INDICATOR CATEGORY | INDICATOR P=Performance Indicator E=Explanatory Indicator | 2018/19 | |
|---|--|-------------|----------|
| | | Performance | |
| | | Target | Standard |
| Organizational Health and Financial Indicators | Debt Service Coverage Ratio (P) | n/a | n/a |
| | Total Margin (P) | n/a | n/a |
| Coordination and Access Indicators | Percent Resident Days – Long Stay (E) | n/a | n/a |
| | Wait Time from LHIN Determination of Eligibility to LTC Home Response (E) | n/a | n/a |
| | Long-Term Care Home Refusal Rate (E) | n/a | n/a |
| Quality and Resident Safety Indicators | Percentage of Residents Who Fell in the Last 30 days (E) | n/a | n/a |
| | Percentage of Residents Whose Pressure Ulcer Worsened (E) | n/a | n/a |
| | Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (E) | n/a | n/a |
| | Percentage of Residents in Daily Physical Restraints (E) | n/a | n/a |

Schedule D – Performance

2.0 LHIN-Specific Performance Obligations

- a) Number of residents with responsive behaviours that the LTC Home has discharged (including a refusal to accept resident back to the LTC Home following an Emergency Department (ED) visit or hospital admission) and reasons for the LTC Home discharge.
- b) One to one staffing to support residents with responsive behaviours (# of unique residents, total 1:1 hours, % supported by High Intensity Needs Funding (HINF) or Behavioural Supports Ontario (BSO) embedded staff or nursing envelope).

- c) Best Practice Palliative Care

Annual reporting (via Survey Monkey) on the most significant contribution to advancing or improving best practice palliative care in the past 12 months and plans for next year.

Examples could include:

- Implementing best practices;
- Adopting early identification tools;
- Advanced care planning;
- Participating in Hospice Palliative Care (HPC) network meetings;
- Reviewing regional scorecard;
- Training staff in Fundamentals/APCE/CAPCE;
- Receiving and sharing updated from the local HPC collaborative;
- Quality Improvement Plans (QIP) activities related to HPC;
- Participating in local HPC quality improvement activities;
- Accessing Secondary Level Consultation teams.

- d) Thehealthline.ca

South West LHIN Health Service Providers agree to regularly update, and annually review, site-specific programs and services information, as represented within thehealthline.ca website.

- e) The South West LHIN believes that the health system has a collective responsibility to take action to improve the experience of care for Indigenous Peoples through participating in the Indigenous Cultural Safety (ICS) Program. The ICS training program is an important quality initiative designed to support health service providers in understanding their role in reconciliation, leading to improvements in the Indigenous patient experience. This training involves understanding the ongoing impacts of colonialization, resulting health inequalities and can serve as the foundation to developing collaborative relationships with Indigenous Communities to build improvements and reduce disparities.

Schedule D – Performance

Therefore, Health Service Providers are to submit an annual ICS training plan to swlhinreporting@lhins.on.ca with “ICS Training Plan” as the subject by May 31, 2018. This plan should reflect the organizations’ goals for cultural competency training, which may include but is not restricted to, the online Indigenous Cultural Safety (ICS) training program.

Organizations can register staff in the online ICS program in accordance with their training plan at any time by email to Vanessa.Ambtman@lhins.on.ca.

Additional information on ICS Registration can be found at:

http://www.southwestlhins.on.ca/~media/sites/sw/PDF/Community%20Engagement/Aboriginal/ICS%20Registration_1819.pdf?la=en

f) French Language Services (FLS) – Non-Identified Health Service Providers (HSP)

The HSP will:

- Identify a lead/team to work with the South West LHIN French Language Services (FLS) Planner by April 30, 2018
- Work towards use of specified linguistic variable from the FLS toolkit
- Ensure compliance with the Guide to Requirements and Obligations Pertaining to French Language Health Services available at: http://www.health.gov.on.ca/en/public/programs/flhs/docs/Guide_to_FLHS_FINAL.pdf
- Ensure compliance to reporting requirements that demonstrates how the HSP will address the needs of its local Francophone community that includes:
 - Collecting and reporting of French Language Services data and indicators using the provincial OZi tool*

*a web-based portal to collect quantitative data regarding the offer of French language services

Submission deadlines and supporting resources will be communicated and posted to the South West LHIN website by March 1st, 2018.

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the “LHIN”). Attn: Board Chair.

From: The Board of Directors (the “Board”) of the [insert name of License Holder] (the “HSP”)

For: [insert name of Home] (the “Home”)

Date: [insert date]

Re: [January 1, 201x – December 31, 201x] (the “Applicable Period”)

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 Home on a day to day basis, e.g. the Chief Executive Office 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 long-term care service accountability agreement (the “Agreement”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (ii) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (iii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2016.

[insert name of individual authorized by the Board to make the Declaration on the Board’s behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA 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.]

201 Queens Avenue, Suite 700,
London, ON N6A 1J1

Tel. : 519-473-2222
: 1-800-811-5146
Fax : 519-472-4045

southwestlhin.on.ca

| | |
|----------------------|------------|
| London (Head Office) | |
| London (Downtown) | Stratford |
| Owen Sound | St. Thomas |
| Seaforth | Woodstock |

January 19, 2018

To: Long-Term Care Home Administrators

From: Mark Brintnell, Vice President, Quality, Performance and Accountability

Re: Long-Term Care Home Service Accountability Agreement 2018/19

The purpose of this memo is to provide an update on the work underway to replace the current 2016-19 Long-Term Care Home Service Accountability Agreement (L-SAA) with a new 2018/19 Long-Term Care Home Service Accountability Agreement. The new Agreement is required to ensure alignment with recent legislative changes necessitated by the *Patients First Act*.

It is a requirement of the *Local Health System Integration Act, 2006 (LHSIA)* that LHINs enter into a SAA with each Health Service Provider (HSP) that it funds. The current L-SAA was set to expire on March 31, 2019, as will the new L-SAA. The L-SAA Schedules need to be reviewed and refreshed for 2018/19 to account for any service, financial and/or performance changes for the 2018/19 fiscal year. In light of ongoing LHIN renewal activities across the province and *Patients First Act* legislative changes, there is pan-LHIN agreement that only minor changes will be made to L-SAA Schedules.

In the fall of 2017, the provincial L-SAA Advisory Committee gave endorsement to the pan-LHIN proposal noting an overall approach to minimal changes this cycle. However, LHINs reserve the right to amend LHIN-specific (i.e. local) indicators/obligations and/or to make any changes as required by law, policy, statute or Ministry direction.

In November 2017, the provincial L-SAA Advisory Committee endorsed the draft version of the 2018-19 L-SAA, an L-SAA template is currently being approved by LHIN Boards. The background and summary of changes to the template and Schedules are as follows:

LHIN18_003A

...2

| SECTION | DIFFERENCE | REASON FOR CHANGE |
|--|---|--|
| Background | Updated for all SAA (H-SAA, LSAA and MSAA) templates. | Updated section will be consistent across all SAA templates. |
| ARTICLE 1. ARTICLE 1.0 - DEFINITIONS & INTERPRETATION | | |
| 1.1 Definitions | Added the term <i>Active Offer</i> and its definition. | New section (3.6) on <i>French Language Services</i> has been added. <i>Active Offer</i> is noted within this section. |
| | Removed the term <i>CFMA</i> and its definition. | Under updated legislation, <i>CFMA</i> (Commitment to the Future of Medicare Act, 2004) is no longer applicable. All references to <i>CFMA</i> have been removed from the document and replaced with <i>LHSIA</i> . |
| | Updated term and definition, from <i>e-Health</i> to <i>Digital Health</i> . | More detailed definition of <i>Digital Health</i> . |
| | Added the term <i>Designated</i> and its definition. | New section (3.6) on <i>French Language Services</i> has been added. <i>Designated</i> is noted within this section. |
| | Added the term <i>FLSA</i> and its definition. | New section (3.6) on <i>French Language Services</i> has been added. <i>FLSA</i> is noted within this section. |
| | Added the term <i>Identified</i> and its definition. | New section (3.6) on <i>French Language Services</i> has been added. <i>Identified</i> is noted within this section. |
| | Added the term <i>LHIN Cluster</i> and its definition. | Updated section (3.4) on <i>Digital Health</i> has been made. <i>LHIN Cluster</i> is referenced within this section. |
| | Added the term <i>Mandate Letter</i> and its definition. | New section (3.5) on <i>Minister's Mandate Letter Language</i> has been added. <i>Mandate Letter</i> is noted within this section. |
| ARTICLE 3. ARTICLE 3.0 - PROVISION OF SERVICES | | |
| 3.4 Digital Health | Updated title and references from <i>e-health</i> to <i>Digital</i> and/or <i>LHIN Cluster Digital Health</i> . | Updated to <i>Digital Health</i> for consistency with name of provincial strategy through 3.4. Also referenced <i>Cluster</i> (defined in 1.1). |
| 3.4 Digital Health (a) | Addition of the terms <i>or replaced</i> . | Clarifies that provincial e-health priorities and Accountability Agreements may not only be amended but also replaced from time to time. |
| 3.4 Digital Health (e) | Capitalized first letters of the term <i>Planning Submission</i> . | Updated to indicate name of document. |
| 3.5 Minister's Mandate Letter language | Added new section. | New section about the expectations set out in the Mandate Letter. The LHIN will share the Mandate Letter with the HSP and may add local obligations to Schedule D to advance priorities in the Mandate letter. |
| 3.6 French Language Services | Added new section. | New section about French Language Services that sets out the roles, responsibilities and obligations of HSPs depending on whether they are Identified, Designated or neither. The LHIN will provide the Ministry's Guide to the HSP. |
| ARTICLE 6. ARTICLE 6.0 - PLANNING & INTEGRATION | | |
| 6.2 Community Engagement | Added reference to HSP mechanisms to engage families and patients in | Update includes reference to geographic sub-regions, and clarified approach to reporting. |

| | | |
|---|--|---|
| & Integration Activities (a) and (c) | planning. Also clarified that HSPs will report on community engagement and integration activities using any template provided by the LHIN. | |
| ARTICLE 8. ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW | | |
| 8.1 Reporting (b) and (d) | Updated section pertaining to personal health information and LHSIA. Also updated section on reporting related to Health Quality Ontario. | Clarified LHINs' right to collect personal health information for purposes that relate to their new mandate to provide home and community care and do long-term care home placements. Also clarified expectations for HSPs regarding quality improvement. |
| ARTICLE 10. ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS | | |
| 10.3 Governance (a) | Updated section on code of conduct related to ethical obligations. | Clarified that the group to which one or more codes of conduct should apply. |
| ARTICLE 15. ARTICLE 15.0 - ADDITIONAL PROVISIONS | | |
| 15.7 Express Rights and Remedies Not Limited | Removed reference to <i>CFMA</i> . | Removal of reference to <i>CFMA</i> as it is no longer applicable. |
| 15.10 Survival | Added one article to list of provisions to remain in effect. | Added 10.5 (Supporting Documentation) to the list. |

The summary of changes to 2018/19 L-SAA Schedules are as follows:

| 2018/19 | DESCRIPTION OF CHANGES |
|------------|---|
| Schedule A | <i>Description of Home and Beds</i> - Addition of a requirement for Homes to specify if they are "Identified or "Designated" as offering French Language Services (FLS). |
| Schedule B | <i>Additional Terms and Conditions Applicable to the Funding Model</i> - No changes. |
| Schedule C | <i>Reporting Requirements</i> - No Changes. |
| Schedule D | <i>Provincial Indicators</i> - <ul style="list-style-type: none"> Removal of the indicator <i>Long-Stay Utilization</i>, and replacement with the indicator <i>Percent Resident Days – Long Stay</i>, which gauges total resident days in comparison with total available bed days. This will have an explanatory classification. Removal of the developmental indicator <i>Wait Time from LTCH Acceptance to Placement</i>. Renaming of <i>Wait Time from CCAC Determination of Eligibility to LTCH Response</i> to <i>Wait Time from LHIN Determination of Eligibility to LTCH Response</i> to reflect the recent transition of CCACs to LHINs. Adjustment to the <i>Number of Resident Transfers to ED from LTC Homes Resulting in Inpatient Admissions per 1,000 LTC Home Residents</i> to <i>Number of Resident Transfers to ED from LTC Homes Resulting in Inpatient Admissions per 100 ED Visits for LTC Home Residents</i>. This indicator will maintain its developmental classification. Additional changes to the technical specifications for <i>Percent of Residents on Antipsychotics without a Diagnosis of Psychosis</i> and <i>Long-Term Care Home Refusal Rate</i> were proposed for greater accuracy and/or completeness. |

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| | <p><i>Local LHIN-Specific Obligations</i> – possible addition of ICS condition pending SLT decision.</p> <ul style="list-style-type: none"> The South West LHIN believes that the health system has a collective responsibility to take action to improve the experience of care for Indigenous Peoples through participating in the Indigenous Cultural Safety (ICS) Program. The ICS training program is an important quality initiative designed to support health service providers in understanding their role in reconciliation, leading to improvements in the Indigenous patient experience. This training involves understanding the ongoing impacts of colonialization, resulting health inequalities and can serve as the foundation to developing collaborative relationships with Indigenous Communities to build improvements and reduce disparities. |
| Schedule E | <i>Declaration of Compliance</i> - Minor update to specify the applicable period. |

The following table outlines the key activities and timelines:

| Target Dates | South West LHIN Key Activities |
|---------------------|---|
| January 10, 2018 | Confirmation of changes to local and provincial indicator targets and obligations |
| January 19, 2018 | 2018/19 L-SAA Agreement process memo issued |
| By January 31, 2018 | Issuance of L-SAAs to LTCHs |
| By March 17, 2018 | LTCH Board Chair and Administrator signed L-SAAs returned to LHIN |
| March 20, 2018 | LHIN Board Considers Approval of 2018/19 L-SAAs |
| April 1, 2018 | New 2018-19 L-SAA comes into effect |

The South West LHIN values the work of our HSPs and we are committed to working with you throughout this process.

Updated materials for the 2018/19 L-SAA will be made available on the LHIN website at <http://www.southwestlhins.on.ca/forhsps/Long-TermCare.aspx>.

Should you have any questions, please contact Bijou Thomas, Financial Analyst at (519) 640-2605 or Biju.Thomas@lhins.on.ca.

Thank you.

cc: Board Chairs, Long-Term Care Homes
Andrew Chunilall, Acting Board Chair, South West LHIN
Kelly Gillis, Interim Co-Chief Executive Officer, South West LHIN
Donna Ladouceur, Interim Co-Chief Executive Officer, South West LHIN
Michelle McKellar, Director, Provider Contracts and Allocation, South West LHIN
Scott Chambers, Manager, Provider Finance and Allocation, South West LHIN
Biju Thomas, Financial Analyst, South West LHIN

| | |
|----------|---|
| TO: | CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 20, 2018 |
| FROM: | SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |
| SUBJECT: | 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) |

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| RECOMMENDATION |
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That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting on March 27, 2018 to:

- a) **APPROVE** the Multi-Sector Service Accountability Agreement (M-SAA) attached as Schedule 1 for the period April 1, 2018 to March 31, 2019 with the South West Local Health Integration Network (LHIN): and
- b) **AUTHORIZE** the Mayor and the City Clerk to execute the agreement approved in (a) above.

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| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
|---|

- 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)

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| BACKGROUND |
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It is a requirement of the *Local Health System Integration Act*, 2006 that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) with each Health Service Provider that it funds. The SAA for the community service sector is called the Multi-Sector Service Accountability Agreement (M-SAA). In April 2014, Council approved a three year M-SAA agreement with the LHIN for the provision of funding and service oversight of the Adult Day Program at the Dearness Home. The term of that agreement was April 1, 2014 to March 31, 2017. A subsequent amending M-SAA agreement was executed in March 2017 by the Managing Director, Housing, Social Services and Dearness Home, as sanctioned by the delegated authority for contract amendments provided previously by by-law.

Consistent with previous versions of the M-SAA, the 2018-2019 M-SAA, attached as Schedule 1, sets out the terms under which the LHIN will provide funding to the City for the delivery of the Adult Day Program services at Dearness Home. It also confirms the planning, reporting, performance, obligations that the City must adhere to in order to receive funding. The existing 2017 Amended M-SAA will be replaced by the new 2018-2019 M-SAA, once it is approved and executed.

The proposed new M-SAA includes amendments to align with new requirements of the *Patients First Act*. Schedules E1 and E2a, E2d, E3A, E3b and E3d outline the City’s performance targets and requirements for service provision. Section 1.1 of the proposed agreement identifies the “Board” for a municipal service provider as the “Committee of Management”. As Council, and not the Dearness Home Committee of Management, has oversight authority over the Adult Day Program, Civic Administration requested an amendment to the M-SAA. The South West LHIN reviewed the request and advised that amendments could not be made to the provincially approved M-SAA legal template agreement. Instead, the LHIN made an addition to “Schedule E3a Local” of the agreement which now reads “*Language Amendment: Despite section 1.1, for purposes of this Agreement, “Board” means the municipal council of the HSP*”. Civic Administration has reviewed this amendment and have determined it addresses the issue.

The proposed new M-SAA attached as schedule 1 was released by the LHIN on February 8, 2018 with a request that the Health Service Partner (HSP) (The City of London) return the Board-approved and signed copy of the Agreement by March 5, 2018. If the HSP was unable to meet the deadline, there was a requirement to provide the LHIN with a statement of intent, confirming that an approved M-SAA would be forwarded to the LHIN by March 30, 2018. The City did submit a statement of intent to sign and the LHIN has been informed that the L-SAA will be presented to Council for approval at its meeting on March 27, 2018.

Civic Administration including representatives from Legal Services and Risk Management have reviewed the proposed agreement.

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| RECOMMENDED BY: |
| |
| SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |

- cc:** B. Hall, Administrator, Dearness Home
 K. Murray, Senior Financial Business Administrator
 J. Brown, Financial Business Administrator
 L. Marshall, Solicitor
 J. Wills, Manager, Risk Management

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve the 2018-2019 Multi- Sector Service Accountability Agreement between The Corporation of the City of London and the South West Local Health Integration Network, for funding for the Adult Day Program; and to authorize the Mayor and the City Clerk to execute such agreement.

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

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network under the *Local Health System Integration Act, 2006*;

AND WHEREAS a Local Health Integration network, established under the Local Health System Integration Act, 2006, may provide funding to a health service provider, defined to include a municipality maintaining a long-term care home, in respect of services that the service provider provides in or for the geographic area of the network;

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

1. The 2018-2019 Multi-Sector Accountability Agreement (M-SAA) to be entered into between The Corporation of the City of London and the South West Local Health Integration Network, for the provision of funding with respect to the Adult Day Program, attached as Schedule "A" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved in section 1 above.
3. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2018 to March 31, 2019

SERVICE ACCOUNTABILITY AGREEMENT

with

The Corporation of the City of London

Effective Date: April 1, 2018

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| ARTICLE 2.0 | - TERM AND NATURE OF THIS AGREEMENT |
| ARTICLE 3.0 | - PROVISION OF SERVICES |
| ARTICLE 4.0 | - FUNDING |
| ARTICLE 5.0 | - REPAYMENT AND RECOVERY OF FUNDING |
| ARTICLE 6.0 | - PLANNING & INTEGRATION |
| ARTICLE 7.0 | - PERFORMANCE |
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| ARTICLE 11.0 | - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE |
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Schedules

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| B - | Service Plan |
| C - | Reports |
| D - | Directives, Guidelines, Policies & Standards |
| E - | Performance |
| F - | Project Funding Agreement Template |
| G - | Declaration of Compliance |

THE AGREEMENT effective as of the 1st day of April, 2018

BETWEEN :

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (the “LHIN”)

- and -

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

Background:

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* (“LHSIA”), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely “to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks”.

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA and the Patient’s First: Action Plan for Health Care (“Patients First”), intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA and Patients First. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN, from time to time; in the provincial strategic plan for the health system; and, in the LHIN’s Integrated Health Services Plan.

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

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

ARTICLE 1.0 - 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 LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement;

“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, as amended from time to time;

“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, any 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 LHIN, the MOHLTC 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 D;

“Board” means:

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

- (a) a corporation, the board of directors;
 - (b) a First Nation, the band council; and
 - (c) a municipality, the municipal council;
- and,

(2) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and is:

- (a) a corporation, the board of directors;
- (b) a First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) 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 LHIN and appended to this Agreement in Schedule B;

“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 G;

“Confidential Information” means information that is: (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. 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;

“Digital Health” has the meaning ascribed to it in the Accountability Agreement and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

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

Effective Date means April 1, 2018;

Explanatory Indicator means a measure of the HSP's performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the "MSAA Indicator Technical Specifications document".

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

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

Funding means the amounts of money provided by the LHIN 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 LHIN or the Ministry to provide French language services;

Indemnified Parties means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified parties also includes any person participating on behalf of the LHIN in a Review;

Interest Income means interest earned on the Funding;

LHIN Cluster has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities.

LHSIA means the *Local Health System Integration Act, 2006*, and the regulations made under it, as it and they may be amended from time to time;

Mandate Letter has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from the Minister to the LHIN establishing priorities in accordance with the Premier's mandate letter to the Minister.

MOHLTC means the Minister or the Ministry of Health and Long-Term Care, as the context requires;

“MSAA Indicator Technical Specifications document” means, as the context requires, either or both of the document entitled “Multi-Sector Service Accountability Agreement 2014-19: Indicator Technical Specifications October 20, 2017” and the document entitled “2016-17 Multi-Sector Service Accountability Agreements (MSAA) Target and Corridor Setting Guideline” as they 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 LHSIA;

“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 LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN;

“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 F that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in Schedule A;

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

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

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

Schedule A: Description of Services

Schedule B: Service Plan

Schedule C: Reports

Schedule D: Directives, Guidelines and Policies

Schedule E: Performance

Schedule F: Project Funding Agreement Template

Schedule G: Declaration of Compliance

“Service Plan” means the Operating Plan and Budget appended as Schedule B;

“Services” means the care, programs, goods and other services described in Schedule A and in any Project Funding Agreement executed pursuant to this Agreement.

“Services” 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;

“Transition Plan” means a transition plan, acceptable to the LHIN 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; and

“2014-18 MSAA” means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

- 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 2.0 - 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, 2019 unless terminated earlier or extended pursuant to its terms.
- 2.2 **A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.

ARTICLE 3.0 - 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 E.
- (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 LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (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.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of LHSIA, 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 LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN 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 LHIN.

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 LHIN 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 LHIN to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

- (a) assist the LHIN to implement provincial e-health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

3.5 French Language Services.

3.5.1 The LHIN will provide the MOHLTC “Guide to Requirements and Obligations of LHIN 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 LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the LHIN as requested by the LHIN 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 LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (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 LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community;
- (g) collect and submit to the LHIN, as requested by the LHIN 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 LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by notice, require;
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

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

3.7 Policies, Guidelines, Directives and Standards. Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments 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 D.

ARTICLE 4.0 - FUNDING

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

- (a) will provide the funds identified in Schedule B to the HSP for the purpose of providing or ensuring the provision of the Services;
- (b) and

- (c) 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 LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the funds identified in Schedule B 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 11.4;
- (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 LHIN'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 LHIN'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 MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.4 Additional Funding.

- (a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule E.
- (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 LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.
- (c) **Funding Increases.** Before the LHIN 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 LHIN 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, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement

4.6 **Interest.**

- (a) If the LHIN 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 LHIN 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,
 - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or
 - (2) the LHIN 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 LHIN 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 LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

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 LHIN'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 5.0 - 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 LHIN will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement, the LHIN 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.
- (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 LHIN 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 LHIN may adjust the Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the LHIN may adjust the amount of Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the LHIN.** The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
 - (1) has provided false information to the LHIN 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 LHIN 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) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN 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 LHIN 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 LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. 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 LHIN 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 LHIN 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 LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN 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 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a CAPS must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN 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. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.
- (c) **Multi-year Planning Targets.** Schedule B 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 are: (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation, and (D) may be changed at the

discretion of the LHIN 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 LHIN 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 LHIN 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 LHIN 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, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals

- (a) **General.** A pre-proposal process has been developed to: (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, 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 LHSIA 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 whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
- (3) to identify opportunities to integrate the services of the local health system, other than those identified in (1) or (2) above; or

(4) if requested by the LHIN.

- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN'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 LHIN.

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 LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

6.5 **Definitions.** In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

ARTICLE 7.0 - 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 seven 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 fourteen 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 local 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 LHIN;
 - (2) the conduct of a Review;
 - (3) a revision and amendment of the HSP’s obligations; and/or
 - (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 LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 **Reporting.**

- (a) **Generally.** The LHIN’s ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by LHSIA, 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 LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in LHSIA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, LHSIA or for the purposes that are prescribed under any Applicable Law;
 - (2) will fulfil the specific reporting requirements set out in Schedule C;

- (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 LHIN; and
- (4) agrees that every Report submitted to the LHIN 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 LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **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 G and may be amended by the LHIN from time to time through the term of this Agreement.
- (e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, 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 LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. 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 seven years after the term of this Agreement, the HSP agrees that the LHIN 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 LHIN or its authorized representatives may, upon twenty-four 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 LHSIA, 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 LHSIA, 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 LHSIA 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 LHIN or its authorized representatives, and shall do so in a form requested by the LHIN 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.
- (e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

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 seven years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry 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 LHIN is bound by FIPPA and that any information provided to the LHIN 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*, LHSIA, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 **Transparency.** The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN 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 LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 **Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 **Acknowledgment of Funding Support.**

- (a) The HSP agrees all publications will include
 - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgment in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgment. The LHIN may, at its discretion, decide that an acknowledgment is not necessary; and
 - (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 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, licences, 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 LHIN 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.

10.2 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.

10.3 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 LHSIA;
 - (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 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) 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 10.3(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.

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

- (a) the Funding is, and will continued 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;
- (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 LHIN immediately.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 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.

11.2 Ibid. For greater certainty and without limiting section 11.1, the LHIN 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 LHIN 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.

- 11.3 **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 wilful misconduct of any Indemnified Parties.

11.4 **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 two million dollars per occurrence and not less than two 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 thirty-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 LHIN 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 LHIN 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 LHIN, 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 12.0 - TERMINATION OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least sixty Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the LHIN:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued the Services; or
 - d. it is not reasonable for the HSP to continue to provide 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 LHIN 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, Performance Improvement Process or a Transition Plan;
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the LHIN 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 LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving six months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN 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 LHIN, 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 LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN 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 LHIN will 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 LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.
- (b) **Failure to Remedy.** If the LHIN 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 LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
 - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,
- (c) then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.

12.4 **Consequences of Termination.**

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
- (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services; and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).

12.5 **Effective Date.** Termination under this Article will take effect as set out in the Notice.

12.6 **Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN 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 LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0 - NOTICE

13.1 **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 LHIN:

South West Local Health Integration Network
356 Oxford Street West
London, ON N6H 1T3

Attn: Kelly Gillis, Interim Co-Chief Executive Office

Telephone: (519) 473-2222
Fax: (519) 472-7438
Email: Kelly.gillis@lhins.on.ca

To the HSP:

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

Attn: Sandra Datars Bere, Managing Director Housing, Social Services and Dearness Home

Email : sdatarsb@london.ca

- 13.2 **Notices Effective From.** A Notice will be deemed to have been duly given one 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 one business day after the facsimile or email was sent.

ARTICLE 14.0 - ADDITIONAL PROVISIONS

- 14.1 **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.
- 14.2 **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.
- 14.3 **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.
- 14.4 **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.

- 14.5 **LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN 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 LHIN 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.
- 14.6 **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including LHSIA, nor the right to exercise its rights under these statutes at any time.
- 14.7 **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 LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.8 **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.
- 14.9 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement. [NTD: may need to be updated]
- 14.10 **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.
- 14.11 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.12 **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.

ARTICLE 15.0 - ENTIRE AGREEMENT

- 15.1 **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 LHIN has provided Funding to the HSP pursuant to an amendment to the Multi-Sector Accountability Agreement April 1, 2014 to March 31, 2018 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.

The parties have executed this Agreement on the dates set out below.

South West Local Health Integration Network

By:

Andrew Chunilall, Interim Board Chair

Date

And by:

Kelly Gillis, Interim Co-CEO

Date

The Corporation of the City of London Dearness Home for Senior Citizens

By:

Matt Brown, Mayor
I have authority to bind the HSP

Date

And by:

Catharine Saunders, City Clerk
I have authority to bind the HSP

Date

Schedule A1: Description of Services
2018-2019

Health Service Provider: CORPORATION OF THE CITY OF LONDON

| Services Provided - With LHIN Funding | | Catchment Area Served | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|-----------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|------------------|----|----|----|------|----|----|----|-----|
| Service | | Within LHIN | | | | | | | | | | Other LHIN Areas | | | | | | | | |
| | | London City | Area 2 | Area 3 | Area 4 | Area 5 | Area 6 | Area 7 | Area 8 | Area 9 | Area 10 | ALL | ES | SW | WW | HNHB | CW | MH | TC | CEN |
| 72 5 82 20 CSS IH - Day Services | | X | | | | | | | | | | | | | | | | | | |

Schedule A2: Population and Geography

2018-2019

Health Service Provider: CORPORATION OF THE CITY OF LONDON

Client Population

The Dearness Home Adult Day Program serves 30 clients per day, 5 days per week with approximately 85% of our clients assessing our program 2 or more days per week. Currently approximately 90% of the clients are over the age of 65. We care for clients with multiple diagnoses (i.e. 20% stroke, 15% Dementia, 8% Parkinson) and offer multiple levels of programming to meet individual client needs. Approximately 50% of our clients are male. We average 2 client baths per day.

Geography Served

All clients of the Adult Day Program live within the City of London city limits. In the Adult Day Program all but one client access the transit service provided. All clients access our Adult Day Program through the sole referral source of the Community Care Access Center.

Schedule B1: Total LHIN Funding
2018-2019

Health Service Provider: Corporation of the City of London

| LHIN Program Revenue & Expenses | Row # | Account: Financial (F) Reference OHSR VERSION 10.0 | 2018-2019 Plan Target |
|---|-----------|--|-----------------------|
| REVENUE | | | |
| LHIN Global Base Allocation | 1 | F 11006 | \$440,941 |
| HBAM Funding (CCAC only) | 2 | F 11005 | \$0 |
| Quality-Based Procedures (CCAC only) | 3 | F 11004 | \$0 |
| MOHLTC Base Allocation | 4 | F 11010 | \$0 |
| MOHLTC Other funding envelopes | 5 | F 11014 | \$0 |
| LHIN One Time | 6 | F 11008 | \$0 |
| MOHLTC One Time | 7 | F 11012 | \$0 |
| Paymaster Flow Through | 8 | F 11019 | \$0 |
| Service Recipient Revenue | 9 | F 11050 to 11090 | \$88,211 |
| Subtotal Revenue LHIN/MOHLTC | 10 | Sum of Rows 1 to 9 | \$529,152 |
| Recoveries from External/Internal Sources | 11 | F 120* | \$0 |
| Donations | 12 | F 140* | \$0 |
| Other Funding Sources & Other Revenue | 13 | F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*] | \$33,996 |
| Subtotal Other Revenues | 14 | Sum of Rows 11 to 13 | \$33,996 |
| TOTAL REVENUE FUND TYPE 2 | 15 | Sum of Rows 10 and 14 | \$563,148 |
| EXPENSES | | | |
| Compensation | | | |
| Salaries (Worked hours + Benefit hours cost) | 17 | F 31010, 31030, 31090, 35010, 35030, 35090 | \$281,850 |
| Benefit Contributions | 18 | F 31040 to 31085 , 35040 to 35085 | \$86,583 |
| Employee Future Benefit Compensation | 19 | F 305* | \$0 |
| Physician Compensation | 20 | F 390* | \$0 |
| Physician Assistant Compensation | 21 | F 390* | \$0 |
| Nurse Practitioner Compensation | 22 | F 380* | \$0 |
| Physiotherapist Compensation (Row 128) | 23 | F 350* | \$0 |
| Chiropractor Compensation (Row 129) | 24 | F 390* | \$0 |
| All Other Medical Staff Compensation | 25 | F 390*, [excl. F 39092] | \$0 |
| Sessional Fees | 26 | F 39092 | \$0 |
| Service Costs | | | |
| Med/Surgical Supplies & Drugs | 27 | F 460*, 465*, 560*, 565* | \$0 |
| Supplies & Sundry Expenses | 28 | F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700] | \$65,427 |
| Community One Time Expense | 29 | F 69596 | \$0 |
| Equipment Expenses | 30 | F 7*, [excl. F 750*, 780*] | \$0 |
| Amortization on Major Equip, Software License & Fees | 31 | F 750*, 780* | \$0 |
| Contracted Out Expense | 32 | F 8* | \$54,288 |
| Buildings & Grounds Expenses | 33 | F 9*, [excl. F 950*] | \$75,000 |
| Building Amortization | 34 | F 9* | \$0 |
| TOTAL EXPENSES FUND TYPE 2 | 35 | Sum of Rows 17 to 34 | \$563,148 |
| NET SURPLUS/(DEFICIT) FROM OPERATIONS | 36 | Row 15 minus Row 35 | \$0 |
| Amortization - Grants/Donations Revenue | 37 | F 131*, 141* & 151* | \$0 |
| SURPLUS/DEFICIT Incl. Amortization of Grants/Donations | 38 | Sum of Rows 36 to 37 | \$0 |
| FUND TYPE 3 - OTHER | | | |
| Total Revenue (Type 3) | 39 | F 1* | \$0 |
| Total Expenses (Type 3) | 40 | F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9* | \$0 |
| NET SURPLUS/(DEFICIT) FUND TYPE 3 | 41 | Row 39 minus Row 40 | \$0 |
| FUND TYPE 1 - HOSPITAL | | | |
| Total Revenue (Type 1) | 42 | F 1* | \$0 |
| Total Expenses (Type 1) | 43 | F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9* | \$0 |
| NET SURPLUS/(DEFICIT) FUND TYPE 1 | 44 | Row 42 minus Row 43 | \$0 |
| ALL FUND TYPES | | | |
| Total Revenue (All Funds) | 45 | Line 15 + line 39 + line 42 | \$563,148 |
| Total Expenses (All Funds) | 46 | Line 16 + line 40 + line 43 | \$563,148 |
| NET SURPLUS/(DEFICIT) ALL FUND TYPES | 47 | Row 45 minus Row 46 | \$0 |
| Total Admin Expenses Allocated to the TPBEs | | | |
| Undistributed Accounting Centres | 48 | 82* | \$0 |
| Plant Operations | 49 | 72 1* | \$0 |
| Volunteer Services | 50 | 72 1* | \$0 |
| Information Systems Support | 51 | 72 1* | \$0 |
| General Administration | 52 | 72 1* | \$96,696 |
| Other Administrative Expenses | 53 | 72 1* | \$0 |
| Admin & Support Services | 54 | 72 1* | \$96,696 |
| Management Clinical Services | 55 | 72 5 05 | \$0 |
| Medical Resources | 56 | 72 5 07 | \$0 |
| Total Admin & Undistributed Expenses | 57 | Sum of Rows 48, 54, 55-56 (included in Fund Type 2 expenses above) | \$96,696 |

Schedule B2: Clinical Activity- Summary
2018-2019

Health Service Provider: Corporation of the City of London

| Service Category 2018-2019 Budget | OHRF Framework Level 3 | Full-time equivalents (FTE) | Visits F2F, Tel., In- House, Cont. Out | Not Uniquely Identified Service Recipient Interactions | Hours of Care In- House & Contracted Out | Inpatient/Resident Days | Individuals Served by Functional Centre | Attendance Days Face-to-Face | Group Sessions (# of group sessions- not individuals) | # Meal Delivered- Combined | Group Participant Attendances (Reg & Non-Reg) | Service Provider Interactions | Service Provider Group Interactions | Mental Health Sessions |
|---|---------------------------|--------------------------------|---|---|--|----------------------------|---|---------------------------------|---|-------------------------------|---|----------------------------------|--|---------------------------|
| CSS In-Home and Community Services (CSS IH COM) | 72 5 82* | 3.60 | 0 | 0 | 0 | 0 | 90 | 7,500 | 0 | 0 | 0 | 0 | 0 | 0 |

Schedule C: Reports

Community Support Services

2018-2019

Health Service Provider: Corporation of the City of London

Only those requirements listed below that relate to the programs and services that are funded by the LHIN 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 "*" .

| OHRs/MIS Trial Balance Submission (through OHFS) | |
|---|---------------------------------------|
| 2014-15 | Due Dates (Must pass 3c Edits) |
| 2014-15 Q1 | <i>Not required 2014-15</i> |
| 2014-15 Q2 | October 31, 2014 |
| 2014-15 Q3 | January 31, 2015 |
| 2014-15 Q4 | May 30, 2015 |
| 2015-16 | Due Dates (Must pass 3c Edits) |
| 2015-16 Q1 | <i>Not required 2015-16</i> |
| 2015-16 Q2 | October 31, 2015 |
| 2015-16 Q3 | January 31, 2016 |
| 2015-16 Q4 | May 31, 2016 |
| 2016-17 | Due Dates (Must pass 3c Edits) |
| 2016-17 Q1 | <i>Not required 2016-17</i> |
| 2016-17 Q2 | October 31, 2016 |
| 2016-17 Q3 | January 31, 2017 |
| 2016-17 Q4 | May 31, 2017 |
| 2017-18 | Due Dates (Must pass 3c Edits) |
| 2017-18 Q1 | <i>Not required 2017-18</i> |
| 2017-18 Q2 | October 31, 2017 |
| 2017-18 Q3 | January 31, 2018 |
| 2017-18 Q4 | May 31, 2018 |
| 2018-19 | Due Dates (Must pass 3c Edits) |
| 2018-19 Q1 | <i>Not required 2017-18</i> |
| 2018-19 Q2 | October 31, 2018 |
| 2018-19 Q3 | January 31, 2019 |
| 2018-19 Q4 | May 31, 2019 |

| Supplementary Reporting - Quarterly Report (through SRI) | |
|---|---|
| 2014-15 | Due five (5) business days following Trial Balance Submission Due Date |
| 2014-15 Q2 | November 7, 2014 |
| 2014-15 Q3 | February 7, 2015 |
| 2014-15 Q4 | June 7, 2015 – Supplementary Reporting Due |
| 2015-16 | Due five (5) business days following Trial Balance Submission Due Date |
| 2015-16 Q2 | November 7, 2015 |
| 2015-16 Q3 | February 7, 2016 |
| 2015-16 Q4 | June 7, 2016 – Supplementary Reporting Due |
| 2016-17 | Due five (5) business days following Trial Balance Submission Due Date |
| 2016-17 Q2 | November 7, 2016 |
| 2016-17 Q3 | February 7, 2017 |
| 2016-17 Q4 | June 7, 2017 – Supplementary Reporting Due |

Schedule C: Reports

Community Support Services

2018-2019

Health Service Provider: Corporation of the City of London

| 2017-18 | Due five (5) business days following Trial Balance Submission Due Date |
|------------|--|
| 2017-18 Q2 | November 7, 2017 |
| 2017-18 Q3 | February 7, 2018 |
| 2017-18 Q4 | June 7, 2018 – Supplementary Reporting Due |
| 2018-19 | Due five (5) business days following Trial Balance Submission Due Date |
| 2018-19 Q2 | November 7, 2018 |
| 2018-19 Q3 | February 7, 2019 |
| 2018-19 Q4 | June 7, 2019 – Supplementary Reporting Due |

Annual Reconciliation Report (ARR) through SRI and paper copy submission*

(All HSPs must submit both paper copy ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided; soft copy to be provided through SRI)

| Fiscal Year | Due Date |
|-------------|---------------|
| 2014-15 | June 30, 2015 |
| 2015-16 | June 30, 2016 |
| 2016-17 | June 30, 2017 |
| 2017-18 | June 30, 2018 |
| 2018-19 | June 30, 2019 |

Board Approved Audited Financial Statements *

(All HSPs must submit paper copy Board Approved Audited Financial Statements, duly signed, to the Ministry and the respective LHIN where funding is provided.)

| Fiscal Year | Due Date |
|-------------|---------------|
| 2014-15 | June 30, 2015 |
| 2015-16 | June 30, 2016 |
| 2016-17 | June 30, 2017 |
| 2017-18 | June 30, 2018 |
| 2018-19 | June 30, 2019 |

Declaration of Compliance

| Fiscal Year | Due Date |
|-------------|---------------|
| 2013-14 | June 30, 2014 |
| 2014-15 | June 30, 2015 |
| 2015-16 | June 30, 2016 |
| 2016-17 | June 30, 2017 |
| 2017-18 | June 30, 2018 |
| 2018-19 | June 30, 2019 |

Community Support Services – Other Reporting Requirements

| Requirement | Due Date |
|--------------------------------|----------------|
| French Language Service Report | 2014-15 |
| | April 30, 2015 |
| | 2015-16 |
| | April 30, 2016 |
| | 2016-17 |
| | April 30, 2017 |
| | 2017-18 |
| | April 30, 2018 |
| | 2018-19 |
| | April 30, 2019 |

Schedule D: Directives , Guidelines and Policies

Community Support Services

2018-2019

Health Service Provider: Corporation of the City of London

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

| |
|--|
| • Personal Support Services Wage Enhancement Directive, 2014 |
| • 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 |
| • Community Financial Policy, 2016 |
| • 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 |
| • Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS) |
| • Community Support Services Complaints Policy (2004) |
| • Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994) |
| • Attendant Outreach Service Policy Guidelines and Operational Standards (1996) |
| • Screening of Personal Support Workers (2003) |
| • Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year |
| • Guideline for Community Health Service Providers Audits and Reviews, August 2012 |

Schedule E1: Core Indicators

2018-2019

Health Service Provider: Corporation of the City of London

| Performance Indicators | 2018-2019 Target | Performance Standard |
|--|-----------------------|----------------------|
| *Balanced Budget - Fund Type 2 | \$0 | >=0 |
| Proportion of Budget Spent on Administration | 17.2% | <=20.6% |
| **Percentage Total Margin | 0.00% | >= 0% |
| Variance Forecast to Actual Expenditures | 0.0% | < 5% |
| Variance Forecast to Actual Units of Service | 0.0% | < 5% |
| Service Activity by Functional Centre | Refer to Schedule E2a | - |
| Number of Individuals Served | Refer to Schedule E2a | - |
| Alternate Level of Care (ALC) Rate | Refer to Schedule E3d | - |

| 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 (closed cases) |

* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget

** No negative variance is accepted for Total Margin

Schedule E2a: Clinical Activity- Detail

2018-2019

Health Service Provider: Corporation of the City of London

| OHRs Description & Functional Centre | | 2018-2019 | |
|--|------------|-----------|----------------------|
| | | Target | Performance Standard |
| * These values are provided for information purposes only. They are not Accountability Indicators. | | | |
| Administration and Support Services 72 1* | | | |
| Full-time equivalents (FTE) | 72 1* | 1.00 | n/a |
| Total Cost for Functional Centre | 72 1* | \$96,696 | 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 | 90 | 72 - 108 |
| Attendance Days | 72 5 82 20 | 7,500 | 7125 - 7875 |
| Total Cost for Functional Centre | 72 5 82 20 | \$466,452 | n/a |
| ACTIVITY SUMMARY | | | |
| Total Full-Time Equivalents for all F/C | | 4.60 | n/a |
| Total Individuals Served by Functional Centre for all F/C | | 90 | 72 - 108 |
| Total Attendance Days for all F/C | | 7,500 | 7125 - 7875 |
| Total Cost for All F/C | | \$563,148 | n/a |

Schedule E2d: CSS Sector Specific Indicators

2018-2019

Health Service Provider: Corporation of the City of London

| Performance Indicators | | 2018-2019 Target | Performance Standard |
|--|--|---------------------|-------------------------|
| No Performance Indicators | | - | - |
| Explanatory Indicators | | | |
| # Persons waiting for service (by functional centre) | | | |

**Schedule E3a Local: All
2018-2019**

Health Service Provider: Corporation of the City of London

Thehealthline.ca

South West LHIN Health Service Providers agree to regularly update, and annually review, site-specific programs and services information, as represented within thehealthline.ca website.

Indigenous Cultural Safety Training

The South West LHIN believes that the health system has a collective responsibility to take action to improve the experience of care for Indigenous Peoples through participating in the Indigenous Cultural Safety (ICS) Program. The ICS training program is an important quality initiative designed to support health service providers in understanding their role in reconciliation, leading to improvements in the Indigenous patient experience. This training involves understanding the ongoing impacts of colonialization, resulting health inequalities and can serve as the foundation to developing collaborative relationships with Indigenous Communities to build improvements and reduce disparities.

Therefore, Health Service Providers are to submit an annual ICS training plan to swlhlinreporting@lhins.on.ca with “ICS Training Plan” as the subject by May 31, 2018. This plan should reflect the organizations’ goals for cultural competency training, which may include but is not restricted to, the online Indigenous Cultural Safety (ICS) training program.

Organizations can register staff in the online ICS program in accordance with their training plan at any time by email to Vanessa.Ambtman@lhins.on.ca.

Additional information on ICS Registration can be found at:

http://www.southwestlhins.on.ca/~media/sites/sw/PDF/Community%20Engagement/Aboriginal/ICS%20Registration_1819.pdf?la=en

Language Amendment

Despite section 1.1, for purposes of this Agreement, “Board” means the municipal council of the HSP.

Schedule E3b FLS Local: Non-Identified Organizations

2018-2019

Health Service Provider: Corporation of the City of London

French Language Services (FLS) - Non-Identified Health Service Providers (HSP)

The HSP will:

- Identify a lead/team to work with the South West LHIN French Language Services (FLS) Planner by April 30, 2018
- Work towards use of specified linguistic variable from the FLS toolkit
- Ensure compliance with the Guide to Requirements and Obligations Pertaining to French Language Health Services available at:

http://www.health.gov.on.ca/en/public/programs/flhs/docs/Guide_to_FLHS_FINAL.pdf

- Ensure compliance to reporting requirements that demonstrates how the HSP will address the needs of its local Francophone community that includes:
 - o Collecting and reporting of French Language Services data and indicators using the provincial OZi tool*

*a web-based portal to collect quantitative data regarding the offer of French language services

Submission deadlines and supporting resources will be communicated and posted to the South West LHIN website by March 1st, 2018.

Schedule E3d Local: CSS Local Indicators
2018-2019

Health Service Provider: Corporation of the City of London

| Performance Indicator | Fiscal 18/19 Target | Fiscal 18/19 Performance Standard |
|---|------------------------|---|
| % of Funded Adult Day Program Spaces Filled by Registered Clients | 90% | >=85% |

Schedule F: Project Funding
2018-2019
Health Service Provider: Corporation of the City of London

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 the LHIN.

THIS PROJECT FUNDING AGREEMENT (“PFA”) is effective as of [insert date] (the “Effective Date”) between:

XXX LOCAL HEALTH INTEGRATION NETWORK (the “LHIN”)

- and -

[Legal Name of the Health Service Provider] (the “HSP”)

WHEREAS the LHIN 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 the LHIN 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.

Schedule F: Project Funding
2018-2019
Health Service Provider: Corporation of the City of London

Project Funding Agreement Template

- 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) The LHIN'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]

[XX] Local Health Integration Network

By:

[insert name and title]

Schedule F: Project Funding
2018-2019
Health Service Provider: Corporation of the City of London

Project Funding Agreement Template

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

8.1The Project Funding for completion of this PFA is as follows:

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 finding and is not to exceed [X].

Schedule G: Declaration of Compliance
2018-2019
Health Service Provider: Corporation of the City of London

DECLARATION OF COMPLIANCE
Issued pursuant to the M-SAA effective April 1, 2014

To: **The Board of Directors** of the [insert name of LHIN] Local Health Integration Network (the “LHIN”). Attn: Board Chair.

From: **The Board of Directors** (the “Board”) of the [insert name of HSP] (the “HSP”)

Date: [insert date]

Re: April 1, 2017 –March 31, 2018 (the “Applicable Period”)

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

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 Office 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 “M-SAA”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the M-SAA concerning applicable procurement practices;
- (ii) The *Local Health System Integration Act, 2006*; and
- (iii) The *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

[insert name of Chair], [insert title]

| | |
|----------|---|
| TO: | CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON March 20, 2018 |
| FROM: | SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |
| SUBJECT: | PROVINCIAL DEVELOPMENT CHARGES REBATE PROGRAM |

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to participation in the Province of Ontario’s Development Charges (DC) Rebate Program;

- a) the attached Development Charges Rebate Program Guidelines (Appendix “B”) and Development Charges Rebate Program Expression of Interest document (Appendix “C”) **BE RECEIVED**;
- b) the Managing Director, Housing, Social Services and Dearness Home **BE DIRECTED** to submit an Expression of Interest for the Province’s DC Rebate Program;
- c) the Service Manager **BE DESIGNATED** as the DC Rebate Program Administrator;
- d) the proposed by-law attached as Appendix “A” **BE INTRODUCED** at the Municipal Council meeting to be held on March 27, 2018 to:
 - i) authorize and approve a Transfer Payment Agreement between The Corporation of the City of London (the “City) and the Minister of Housing substantially in the form satisfactory to the City Solicitor;
 - ii) to authorize the Mayor and the City Clerk to execute the said Agreement;
 - iii) to delegate City’s duties as Service Manager for the administration of the DC Rebate Program to Housing Development Corporation, London, subject to certain powers and conditions; and
- e) the Managing Director, Housing, Social Services and Dearness Home **BE DIRECTED** to work with other City service areas to design local program parameters.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Link to Corporate Strategic Plan

Administering the Province’s DC Rebate Program links to the Corporate Strategic Plan’s key area of focus of Growing our Economy and the strategy of Urban Regeneration specifically:

2B “Create New Partnerships to Build, and Support the Building of, New Affordable Housing”

BACKGROUND

Intent of this Report

1. Provide background on Province’s DC Rebate Program;
2. To inform Council that Civic Administration has submit an Expression of Interest for the Province’s DC Rebate Program;
3. Designate the Service Manager as the DC Rebate Program Administrator;

4. Approve the Transfer Payment Agreement between the City and the Minister of Housing in the form satisfactory to the City Solicitor, and to authorize the Mayor and City Clerk to execute the agreement on the City's behalf,
5. Delegate DC Rebate Program Administration duties to the Housing Development Corporation, London; and
6. Direct the Service Manager to work with other Civic Administration service areas in program design.

Background

In April, 2017, the Province introduced the *Fair Housing Plan* as a set of 16 measures to help advance affordable housing, increase the supply of available affordable housing, and provide increased stability to the Ontario housing market. The *Fair Housing Plan* included a focus on increasing the housing supply by introducing a targeted \$125-million, five-year program to encourage the construction of new rental apartment buildings

The DC Rebate program is an initiative under Ontario's Fair Housing Plan to increase the supply of purpose-built market rental housing. Through the program, up to a total of \$125 million over five years is available to support municipalities, starting with \$25 million in 2018-19.

On December 20, 2017, London received information regarding the Development Charges Rebate Program. (Program Guidelines are attached as Appendix "B"). The program targets purpose-built market rental developments and units in municipalities with low vacancy rates and high tenant populations. This includes the City of London and the Municipality of Strathroy-Caradoc in the London Service Management Area along with 86 other municipalities identified.

The intent of the program is to encourage and assist in building complete communities that are accessible, livable, walkable, and close to transit and other services by offsetting development charges for residential rental units that are not otherwise directly incented. This can include market units in affordable developments, or units in full-market developments that are not able to take advantage of other DC related programs.

To secure access to participate in the DC program over the next five years, the required Expression of Interest (EOI), attached as Appendix "C" has been submitted within the Ministry's **due date of March 2, 2018**. This is London's single opportunity to participate in the five-year program. The EOI was submitted to meet the Ministry's submission deadline, with the provision that Committee and Council review and approval would be sought thereafter.

Delegation to Service Manager

Municipalities can enter into the Province's DC Rebate Program directly or designate their Housing Service Manager as the administrator of the Program.

Civic Administration recommends **designating** the Housing Service Manager as the DC Rebate Program Administrator and to align with the delegation of the Housing Service Manager responsibilities for Affordable Housing activities to the Housing Development Corporation (HDC), London, Civic Administration recommends **delegating** the Province's DC Rebate Program Administration responsibilities to the HDC.

Administrative staff from the Municipality of Strathroy-Caradoc has provided Council resolution confirming endorsement to participate in the Province's DC Rebate Program as well as to take advantage of the allowable program parameter to deliver the Province's DC Rebate Program through the Housing Service Manager.

This approach allows the HDC to act as a central access point for delivery of the Province's DC Rebate Program along with other complementary programs and services (provided in coordination with City service areas, Canadian Mortgage Housing Corporation (CMHC) programs, and other supports to creating affordable housing).

Why Participate In This Program

The Province's DC Rebate Program provides the opportunity to:

1. Provide further financial incentives to developers for market units which lowers construction costs and results in lower rents (greater affordability);

2. Create lower rents that are required to be secured through a Contribution Agreement for a minimum of 20 years;
3. Combine the Province’s DC Rebates for the market rental units within existing affordable housing development projects and incentives to create further overall affordability; and
4. This Expression of Interest represents a one-time opportunity to participate in the program.

Work Completed To Date

In an effort to review the to the Province’s DC Rebate Program EOI opportunity, Civic Administration established a Stakeholder Working Group (consisting of Planning, Finance, Development Services, Housing Services and HDC) to participate in determining the Program Administrator, development of the EOI submission and future program design.

Through the Stakeholder Working Group, Civic Administration recommends delegating responsibility to the HDC as the Program Administrator.

The Stakeholder Working Group has also engaged the municipality of Strathroy-Caradoc to solicit their municipal council direction regarding participation in the Program.

| |
|-------------------------|
| FINANCIAL IMPACT |
|-------------------------|

Funding for Province’s DC Rebate Program is funded 100% by the Province and is not subject to any cost sharing requirements by the City. No municipal contribution is required to fund the rebate development charges for projects that receive this incentive.

It should be reiterated that this is a time-limited program for a period of up to five (5) years and subject to timing and program guidelines should the City be successful in receiving any allocated funding.

Service Managers will be allocated 5% of the total funding received to assist with the administration cost of the Service Manager’s program responsibilities.

| PREPARED BY: | RECOMMENDED BY: |
|--|---|
| <div></div> <div>DAVE PURDY MANAGER, HOUSING SERVICES HOUSING, SOCIAL SERVICES AND DEARNESS HOME</div> | <div></div> <div>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</div> |

C:

David Munteer, Solicitor II
Kyle Murray, Senior Financial Business Administrator
Jason Wills, Manager III, Risk Management
Stephen Giustizia, Chief Executive Officer, Housing Development Corporation, London

Appendix A

Bill No.
2018

By-law No.

A by-law to authorize and approve a Transfer Payment Agreement between The Corporation of the City of London and the Minister of Housing for the Development Charges Rebate Program; to authorize the Mayor and City Clerk to execute the Agreement; and to delegate the responsibilities of the City as the Service Manager for the administration of the Development Charges Rebate Program, to Housing Development Corporation, London.

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

AND WHEREAS section 8 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 11 (1) of the *Housing Services Act, 2011* designates the City of London (the City) as the Service Manager for the purposes of that Act and section 13 of the *Housing Services Act, 2011* provides that the general powers of the Service Manager may include the administration and funding of housing and homelessness programs and services ;

AND WHEREAS the Minister of Housing has introduced a Development Charges Rebate Program to increase the supply of housing;

AND WHEREAS section 17 (1) of the *Housing Services Act, 2011* allows Service Managers to delegate, in writing, some or all of its powers and duties under that Act;

AND WHEREAS the City has established Housing Development Corporation, London as a mechanism to advance the development and sustainability of affordable housing;

AND WHEREAS the City is responsible for the delivery and administration of affordable housing initiatives through other direct delivery or through Housing Development Corporation, London;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* permits the delegation of the powers and duties of the municipality by by-law;

AND WHEREAS it is deemed expedient for the City to enter into a Transfer Payment Agreement with the Minister of Housing for the Development Charges Rebate Program and to delegate its duties as Service Manager for the administration of the Development Charge Rebate Program to Housing Development Corporation, London;

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

1. The Transfer Payment Agreement for the Development Charges Rebate Program between the City and the Minister of Housing substantially in the form satisfactory to the City Solicitor, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved in section 1 above.
3. The City's duties as Service Manager for the administration of the Development Charges Rebate Program are hereby delegated to Housing Development Corporation, London subject to the following conditions:

- (a) The municipality may revoke any delegation under this by-law at any time without notice;

- (b) Nothing in this delegation shall limit the municipality's right to revoke the delegation beyond the term of the council that made the delegation;
- (c) Both the municipality and the delegate can exercise the powers delegated under this by-law;
- (d) Any delegation of a duty under this by-law results in the duty being the joint duty of the municipality and the delegate; and
- (e) Housing Development Corporation, London shall provide an annual report to the Strategic Priorities and Policy Committee with respect to fulfillment of the duties delegated to Housing Development Corporation, London.

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

PASSED in Open Council on _____, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

2017

Development Charges Rebate Program

Program Guidelines

Ontario Ministry of Housing
December 2017



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Introduction

It is a provincial interest to have an appropriate mix and range of housing options, including purpose-built rental housing that caters to diverse needs of all ages and incomes.

There are two types of rental housing in Ontario: purpose-built rental housing (which includes market rentals, and social or affordable housing) and the secondary rental market (consisting primarily of individually rented condominiums, singles/semis and basement apartments).

While the secondary rental market is an important part of the overall rental stock, these units may be available in the rental pool one year and not the next. The availability of units in the secondary rental market in any community depends on the owner's decision, which is affected by prevailing economic and real estate conditions, among other factors.

There are many advantages in increasing the supply of purpose-built market rental housing, as it:

- Addresses the need for stable rental housing and better security of tenure for tenants with diverse needs, compared to individually rented homes and condos.
- Caters to older demographics within communities, by offering options for seniors looking to downsize, while enabling them to stay in their communities and age in place.
- Supports and aligns with provincial priorities and goals with respect to growth planning, intensification and the need for more missing middle housing.
- Attracts and retains skilled workers to Ontario and high growth urban areas.
- Increases the province's economic competitiveness and allows for increased mobility of residents, both geographically and within the housing market.

Fair Housing Plan and Development Charges Rebate Program

On April 20, 2017, the government announced its Fair Housing Plan, a comprehensive package of 16 measures to improve housing affordability, address demand, protect renters and buyers, increase the supply of housing, and improve information sharing.

The Development Charges Rebate Program (the "Program") is one of the measures to increase supply of housing, specifically purpose-built market rental development. The Program provides rebates for development charges and aims to reduce the construction costs of building market rental housing, particularly in those communities that are most in need of new purpose-built rental housing.

The Program is in addition to two other initiatives aimed at increasing the supply of purpose-built rental housing:

- A mandatory new multi-residential property tax class, which ensures that municipalities tax new rental apartments at a similar rate as other residential properties. The mandatory new multi-residential property tax class applies to all new rental housing for

Development Charges Rebate Program: Program Guidelines 2017

- which building permits have been issued on or after April 20, 2017.
- A Provincial Affordable Housing Lands Program that leverages surplus provincial land to develop a mix of market housing and new, sustainable affordable housing. Four sites in Toronto have been already announced under the program.

Program Funding

Under the Program, up to a total of \$125 million over five years is available as rebates for development charges, starting with 2018-19. Notional allocations for fiscal years 2018-19, 2019-20, and 2020-21 (\$25 million each year for a total of \$75 million) will be announced in spring 2018 in accordance with provincial accounting and budgetary practices.

Program funding, if approved, will be provided according to the terms and conditions of a Transfer Payment Agreement (TPA) between the Province and the municipality.

Funding for Program Administration

Participating municipalities or their designates such as their Service Managers that administer the program may use up to 5% of allocations to cover administration costs, if needed, as indicated in a municipal take-up plan.

Scope of the Guidelines

The Program Guidelines describe the various program requirements for the Program, including the role of municipalities, long-term affordability requirements for rental developments receiving provincial rebates, rental housing developments and units eligible to receive funding under the program, and accountability and reporting requirements.

Please note that the Program Guidelines may be updated on an as-needed basis and changes will be communicated to municipalities.

Municipal Contribution

There are no requirements for municipalities to contribute to the Program. However, municipalities are encouraged to consider providing municipal incentives, where possible, to purpose-built market rental developments eligible to receive provincial rebates under the program.

The Program cannot be used by municipalities to replace any existing housing programs and incentives that municipalities may already have with respect to affordable (below-market) rental housing. For greater clarity, this Program cannot be used by municipalities to replace or

support a municipal program or any municipal decision relating to deferrals or rebates or exemptions of development charges.

Role of Municipalities

Participating municipalities will administer the Program based on local need, changing rental market conditions, and demand for rental housing in their community.

Under the Program, municipalities have the flexibility to determine:

- The built-form of rental housing developments eligible to receive a development charges rebate (e.g., high-rises, mid-rises, town homes), based on local housing need;
- Unit size configurations in the development, based on local need;
- The amount of development charges rebate provided for eligible rental housing developments and units (e.g., full or partial rebates); and
- The timing of the rebate (e.g., at what point after the development charges are collected would a rebate be made available), within program parameters.

As program administrator, a municipality will:

- Enter into a TPA with the Ministry of Housing (MHO);
- Administer the Program in compliance with the TPA and the Program Guidelines;
- Plan activities related to program delivery, which may include assessing local housing needs and planning processes;
- Identify rental housing developments and units eligible to receive a rebate under the program;
- Determine the amount rebates on a project by project basis;
- Determine key milestones for payment of the rebate;
- Develop and enter into required agreements with developers of rental housing developments and units receiving provincial rebates to set out a procedure to receive provincial rebates and monitor progress;
- Flow provincial rebates to eligible rental housing developments and units;
- Complete and submit take-up plans to MHO, as indicated in the TPA; and
- Monitor progress and provide annual reports to MHO, as indicated in the TPA.

In administering the Program, municipalities are encouraged to work with their housing Service Manager and/or the upper-tier municipality (in case of a two-tier system) to ensure alignment with local planning and housing policies, and coordinate municipal incentives, if provided.

Municipalities have an option to designate their housing Service Manager as the administrator of the Program, and also submit an EOI on their behalf.

If a municipal council designates the housing Service Manager as the program administrator:

- The municipality must submit a copy of the municipal council's decision designating the housing Service Manager as program administrator, directing the Service Manager to submit an EOI to MHO, and authorizing the Service Manager to enter into a Transfer Payment Agreement with MHO on the municipality's behalf.
- The housing Service Manager must provide written confirmation from a person of appropriate authority of its willingness to act as program administrator.

In such cases, the Service Manager should work with the designating lower or single-tier municipality in determining rental housing developments and units that are eligible to receive rebate funding under the program, planning approval timelines, and any municipal incentives that may be available.

Rental Housing Developments and Units Eligible to Receive Provincial Rebate Funding

Under the Program, municipalities have the flexibility to determine the rental housing developments and units that will receive funding through this program based on local need, but within broad provincial program criteria:

- Developments must be consistent with the PPS and conform with the [Growth Plan](#);
- Developments must align with other provincial priorities and lead to net new additional public good (rental housing, family-sized units, senior-friendly, close to transit and transit hubs);
- Developments and units receiving provincial rebates remain rental for a minimum of 20 years;
- Non-luxury rental units, where starting rents do not exceed 175% of AMR as published by Canada Mortgage and Housing Corporation (CMHC). Municipalities have the ability to set a lower threshold based on local circumstances and housing policies.

The following types of developments and units are not eligible under the Program:

- Single and semi-detached homes, duplexes/triplexes, and retirement homes;
- Units already receiving provincial capital subsidies under housing supply programs (e.g., under IAH – Rental Component);
- Luxury market rental units, where starting rents exceed 175% of Average Market Rents, as published by CMHC; and
- Market rental developments receiving a deferral of or exemption from the payment of development charges.

Starting Rents and Long-Term Affordability Criteria

Proposed starting market rents for developments or units receiving development charges rebates cannot exceed 175% of Average Market Rents (AMRs), as published by CMHC, for a given year. In cases, where CMHC does not publish AMRs, municipalities should use AMRs based on local evidence and research (e.g., survey of market rents in the community or municipality), and inform the Ministry of Housing (MHO) accordingly.

Municipalities have the flexibility to target rebates for proposed market rental housing developments or units with starting rents at a percentage of AMR lower than 175%, without any further provincial restrictions. Municipalities also have the flexibility to use AMRs as the neighbourhood level, if available from CMHC.

There are no long-term affordability requirements for units receiving provincial rebates under the program beyond the threshold for starting market rents, subject to the provisions under the Residential Tenancies Act, 2006.

Stacking With Other Housing Supply Programs

Stacking or combining rebate funding under the Program with MHO's other housing supply programs is permitted only if some additional public good is created (e.g., construction of market-rent family-sized units or have market rental units that were not previously planned).

Examples of Stacking

To illustrate potential developments eligible under the program, please see the following examples:

| Example #1 | Eligibility |
|--|--|
| The developer would like to add six market rental units to an affordable rental housing development already approved to receive provincial funding under Investment in Affordable Housing – Rental Component to create a mixed-income rental development. Starting rents are at 150% AMR. | Yes. The six market rental units are not receiving provincial funding under Investment in Affordable Housing would be eligible to receive the development charge rebate under the program. |
| Example #2 | Eligibility |
| The developer would like to add five market rental units to an affordable rental housing development already approved to receive provincial funding under Investment in Affordable Housing – Rental Component to create a mixed-income rental development. Starting rents are at 185% AMR. | No. The five units would not be eligible as they would be considered luxury units as they exceed this programs threshold of 175% of AMR. |

Program Accountability and Reporting

Accountability for provincial actions, decisions, and policies with regard to the use of public funds for programs and services is important. The Province has an obligation to demonstrate value for money, and to ensure that funds have been spent appropriately and in a timely manner.

Transfer Payment Agreement (TPA)

The TPA sets out an accountability requirements between the Province (through MHO) and the municipality, and outlines the roles and responsibilities of both parties, as required by the Province's Transfer Payment Accountability Directive.

In case a housing Service Manager has been designated as program administrator, the Province would enter into a TPA with the Service Manager subject to council's authorization.

The TPA will require the municipality to develop formal contribution agreements with any developers who receive provincial rebates for the purpose of meeting program objectives and/or addressing obligations.

Bi-annual Take-up Plans

Based on their notional allocations, participating municipalities will be required to submit a take-up plan in the first quarter of each fiscal year for all years in the program to MHO for approvals.

The take-up plan for a particular fiscal year will be informed by rental housing developments that have come forward for planning approvals and meet program eligibility criteria. A municipality's take-up plan should:

- Provide details of the proposed market rental housing developments and units that meet program and eligibility criteria as laid out in the Program Guidelines;
- Indicate if municipality has set an AMR threshold for non-luxury market rental units that is lower than from provincial threshold of 175% AMR, and what that threshold would be;
- Indicate timing of when the rebate would flow towards the eligible market rental developments after the collection of the development charges;
- Indicate how much of the fiscal year's notional allocation the municipality would need on a quarterly basis, to facilitate transfer of provincial rebates from MHO to municipality;
- Indicate timelines around expected planning approvals and issuance of building permits for the proposed market rental developments specified in the plan;
- Indicate details of any municipal incentives provided; and
- Identify legal mechanisms that would keep proposed developments and units as rental for a minimum of 20 years.

The Province recognizes that the planning approval processes around market rental housing developments can sometimes take few years before a building permit is issued. To accommodate for any delays in the planning approval processes for developments and units proposed in the initial take-up plans, municipalities will have two years to rebate eligible developments. The two years start at the beginning of each fiscal year, when municipalities receive MHO approval on their initial (first quarter) spending plans. For example, for allocations made in fiscal year 2018-19, municipalities will have up until March 31, 2020 to make the rebates.

Payment Process and Schedule

Payment Process

The Ministry will advance funding directly to municipalities (or designated Service Managers), who will be responsible for rebating development charges for eligible developments and units. Municipalities (or designated housing Service Managers) will provide rebates for eligible developments based on a schedule as determined by the municipality, and in compliance with the program requirements.

Payment Schedule

MHO will provide quarterly funding to municipalities, based on MHO approved first quarter take-up plans.

Recovery and Reconciliations

MHO will also undertake reconciliations through adjusted municipal take-up plans submitted every six months to assess if the provincial rebates are being provided in accordance with program criteria and initial first quarter take-up plan.

If a municipality reports back that it is unable to rebate its allocation for that fiscal year, MHO would either reconcile unspent funding or re-allocate the funding to another municipality. Reallocation would be based on capacity of other municipalities to rebate development charges as reflected in their take-up plans. This would be determined through discussions between MHO and municipalities around proposed rental developments and units that would be eligible to receive provincial development charges rebates, and anticipated timelines these developments/units would be in a position to receive a building permit and make development charges payments within the given time frames.

Indemnification and Repayment

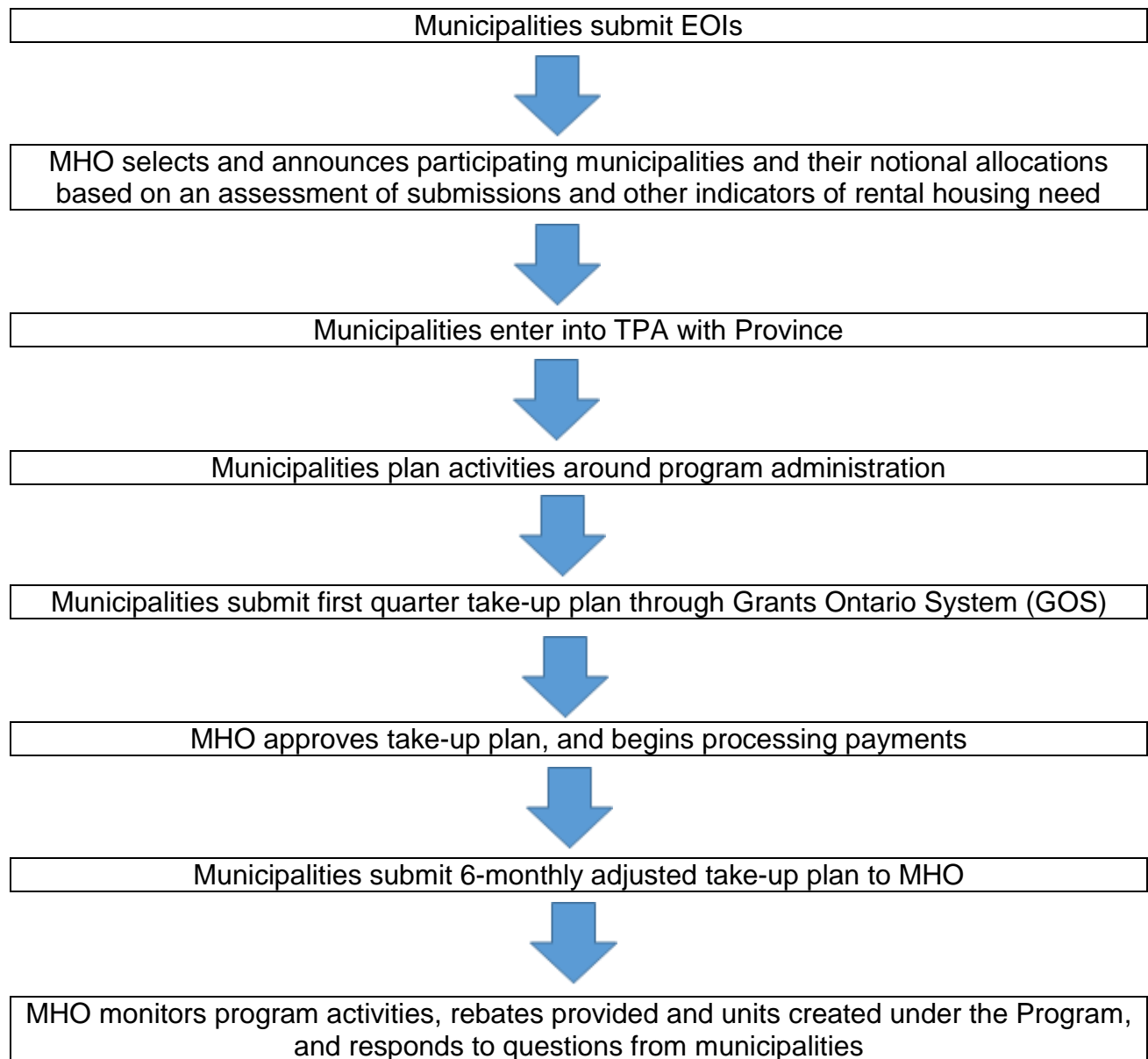
There are obligations for all Program recipients with regard to the indemnification and recovery of provincial government funding. The TPAs will contain specific obligations and provisions relating to indemnification and recovery of provincial funding.

Other Reporting Requirements

Through their adjusted spending plans, municipalities will report back on a bi-annual basis on the following:

- Adjusted forecasted and actual rebates made to date;
- Details of the developments receiving rebates (address of site, total number of units in the development, if there are units in the development receiving capital subsidies through another provincial program such as IAH);
- Total and per unit provincial rebates provided to eligible developments or units on a site-by-site basis (until fully transferred);
- Details of any municipal incentives provided to the eligible developments or units on a site-by-site basis;
- Total number of market rental units receiving rebates by bedroom type and unit size;
- Expected or actual starting market rents by bedroom type and comparison against AMR threshold; and
- Expected or actual occupancy date for the development/units.

Appendix A: Program Implementation Flow Chart



Appendix B: Ministry of Housing Contacts

Municipal Services Office – Central

777 Bay Street 13th Floor
 Toronto, ON, M5G 2E5
 General Inquiry: 416-585-6226
 Toll Free: 1-800-668-0230
 Fax: 416-585-6882

Contact: Ian Russell, Team Lead, Regional Housing Services
 Tel: 416-585-6965
 Email: ian.russell@ontario.ca
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Municipal Services Office – Eastern

8 Estate Lane, Rockwood House
 Kingston, ON, K7M 9A8
 General Inquiry: 613-545-2100
 Toll Free: 1-800-267-9438
 Fax: 613-548-6822

Contact: Mila Kolokolnikova, Team Lead, Regional Housing Services
 Tel: 613-545-2123
 Email: mila.kolokolnikova@ontario.ca
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Municipal Services Office – Western

659 Exeter Road, 2nd Floor
 London, ON, N6E 1L3
 General Inquiry: 519-873-4020
 Toll Free: 1-800-265-4736
 Fax: 519-873-4018

Contact: Pearl Dougall, Senior Housing Advisor,
 Tel: 519-873-4521
 Email: pearl.dougall@ontario.ca

 Cynthia Cabral, Senior Housing Advisor,
 Tel: 519-873-4520
 Email: cynthia.cabral@ontario.ca

Development Charges Rebate Program: Program Guidelines 2017

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159 Cedar Street, Suite 401
Sudbury, ON, P3E 6A5
General Inquiry: 705-564-0120
Toll Free: 1-800-461-1193
Fax: 705-564-6863

Contact: Cindy Couillard, Team Lead, Regional Housing Services
Tel: 705-564-6808
Email: cindy.couillard@ontario.ca

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Municipal Services Office – Northwestern

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Thunder Bay, ON, P7E 6S7
General Inquiry: 807-475-1651
Toll Free: 1-800-465-5027
Fax: 807-475-1196

Contact: Peter Boban, Team Lead, Regional Housing Services
Tel: 807-473-3017
Email: peter.boban@ontario.ca

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Housing Programs Branch - Toronto

777 Bay Street, 14th Floor
Toronto, ON, M5G 2E5
Fax: 416-585-7003

Contact: Walter Battello, Account Manager, Regional Services Delivery Unit
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Email: walter.battello@ontario.ca

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2017

Development Charges Rebate Program

Expression of Interest
Ontario Ministry of Housing
December 2017

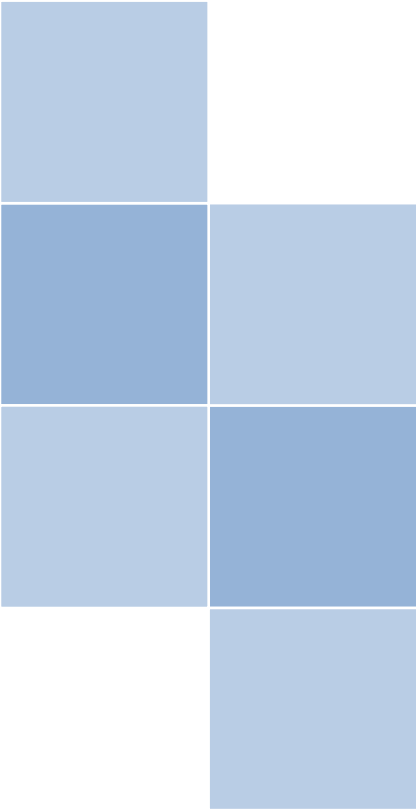


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Purpose

The purpose of this Expression of Interest (EOI), issued by the Ministry of Housing (MHO), is to invite municipalities to indicate their interest in participating in the Development Charges Rebate Program.

About the Development Charges Rebate Program

The Ontario Development Charges Rebate Program is one of the initiatives under the Fair Housing Plan to increase supply of housing – specifically of purpose-built market rental housing. Under the program, eligible market rental housing developments would receive a rebate of development charges collected by municipalities. The program would be administered by municipalities and target priority projects in those communities that are most in need of new purpose-built rental housing.

Program Design

Further details on the program design can be found in the Program Guidelines accompanying this Expression of Interest (EOI). Municipalities are strongly encouraged to review the Program Guidelines prior to submitting an EOI, to ensure that their submissions comply with the Program Guidelines and criteria.

The Program Guidelines outline the policy context for the program, provincial criteria on types of market rental housing developments and units eligible for funding under the program, reporting requirements, and other required information for municipalities.

Municipalities approved for program funding will have the final decision-making authority for eligible developments and are accountable to MHO under a Transfer Payment Agreement for all monies, project components and completion, and reporting requirements.

Program Funding

Under the Development Charges Rebate Program, up to a total of \$125 million over five years is available to municipalities, starting with \$25 million in 2018-19.

MHO cannot guarantee funding to all municipalities that make a submission expressing interest or allocate all funding requested by municipalities through the EOI process. Both successful and unsuccessful municipalities will be notified by MHO.

Program funding, if approved, will be provided subject to the terms and conditions of a Transfer Payment Agreement between the Province and the municipality.

MHO, at its sole discretion, reserves the right to reallocate funds to another municipality in instances where allocations may not be fully used within a fiscal year.

Municipalities Selected to Participate in the Program

The Development Charges Rebate Program has a one-stage selection process. MHO is inviting municipalities identified as being most in need of rental housing to express their interest in participating in the program, through an EOI process.

MHO will assess the municipal submissions, using consistent criteria, to ensure alignment with the provincial requirements under the Development Charges Rebate Program. Selection of municipalities will be based on this assessment, as well as rental housing need in the municipality.

Notional allocations will be announced in spring 2018 in accordance with provincial accounting and budgetary practices, starting with fiscal years 2018-19, 2019-20, and 2020-21.

Municipalities Invited to Participate in the EOI Process

To participate in the Development Charges Program, MHO is inviting municipalities who charge multi-unit development charges¹ and have been identified as being in need of new purpose-built market rental housing to submit an EOI. This includes municipalities that have:

- A vacancy rate of 3% or less², or
- High tenant population³ (i.e. 20% or more of all households are rental households).

Additionally, municipalities with opportunities to approve rental housing developments within an approximate 500-800 metre radius of a major transit station area (MTSA) are also being invited to participate in the program. For the purposes of the program, MTSA includes commuter rail (i.e. GO Transit), subway, light rail or bus rapid transit.

See Appendix A for a list of municipalities being invited to submit an EOI.

¹ Based on 2015 Financial information Return as submitted to the Ministry of Municipal Affairs

² Based on Canada Mortgage and Housing Corporation's 2017 Rental Market Housing

³ Based on 2016 Census

Submitting an Expression of Interest and Important Timelines

In their EOI submissions, municipalities will identify, and provide information on, the following:

- Need and vision for market rental housing in their communities, and any alignment with municipality's land use planning and housing policies;
- How the Development Charges Rebate Program will help increase rental housing in their communities and/or what public good will be created;
- Capacity to administer the program, along with ongoing monitoring and reporting, and whether there is an intention to designate program administration to a housing Service Manager, to submit an EOI and administer the program on the municipality's behalf;
- Any current incentives the municipality provides to encourage construction of market rental housing in their communities;
- Incentives the municipality is willing to apply to market rental developments and units receiving provincial rebates under the program;
- Examples of potential purpose-built market rental developments or units expected to qualify for funding over the five years, if possible;
- Indicate if the municipality would be setting a lower AMR threshold for non-luxury market rental units different from provincial threshold of 175% AMR
- Whether the municipality plans to use the funding to provide rebates covering the full amount of the development charges they collect or partial rebates, as well if these would vary on a on a site-by-site basis;
- Current and proposed mechanisms (e.g., bylaws restricting conversions) that the municipality would use to ensure that a development receiving rebate funding under the program remains rental; and
- How much funding municipalities anticipate would be needed for this program on an annual basis for each of the five fiscal years, starting in 2018-19 (municipalities can choose to identify funding requirements only for certain years).

Municipalities must submit their completed Expression of Interest through the Grants Ontario System (GOS) **no later than 1:00 p.m. Eastern Standard Time (EST) on March 2, 2018** to be considered for funding under the Development Charges Rebate Program. Municipalities will receive an acknowledgement of their submission, via an electronic receipt.

Municipalities intending to submit an Expression of Interest must begin to draft their submission through the Grants Ontario System (GOS) on or before **February 16, 2018 at 5:00 p.m. Eastern Standard Time (EST)**. This will confirm their intention to submit an Expression of Interest before the deadline.

Submissions received after March 2, 2018 will not be accepted as part of the Expression of Interest process. Further, incomplete submissions will not be assessed or considered in selecting municipalities to participate in the program.

Municipalities are encouraged to make use of the EOI period to review the form and Program Guidelines, draft responses, and use the EOI supports available through MHO.

MHO Supports during EOI Process

To assist municipalities, and respond to questions about the Development Charges Rebate Program and EOI process, MHO will host two half-hour informational teleconferences with municipalities in mid-January, 2018. Details about the teleconferences will be distributed through the Ministry's Municipal Services Offices (MSO) Regional Housing Team Leads.

Additionally, municipal staff are also encouraged to reach out to MHO staff and/or their respective MSO Regional Housing Team Leads with specific questions about the Development Charges Rebate Program or the EOI submission process. Contact information is included in Appendix C.

For assistance or questions regarding GOS, please contact the Grants Ontario Customer Service at 416-325-6691 or toll free at 1-855-216-3090 or email: GrantsOntarioCS@Ontario.ca Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time. TTY/Teletypewriter (for the hearing impaired): 416-325-3408 / Toll-free: 1-800-268-7095.

Acknowledgement

In submitting an EOI, the municipality is deemed to have acknowledged that MHO may, at its discretion:

- Communicate directly with any municipality;
- Verify with any municipality any information set out in an EOI;
- Adjust criteria for the selection of municipalities based on take up and interest.
- Cancel this EOI process or evaluation process; and
- Reject any or all EOIs.

The municipality is deemed to have further acknowledged that MHO shall not be responsible for any costs or expenses incurred by any municipality associated with preparing and submitting responses to this EOI.

Important Timelines

| Activity | Date |
|--|---------------------------------|
| Invite select municipalities to EOI process | December 20, 2017 |
| Municipalities intending to submit an EOI must begin to draft their submission through GOS | By 5 p.m. EST February 16, 2018 |
| EOI submissions due to MHO | By 1 p.m. EST March 2, 2018 |
| MHO reviews municipal submissions, selects municipalities, and develops allocation model | March-April, 2018 |
| MHO announces participating municipalities and their notional allocations | Early-Spring 2018 |
| MHO and municipalities sign Transfer Payment Agreements | Early Spring 2018 |
| Municipalities submit 2018-19 initial Spending Plan | Late Spring or Summer 2018 |

Appendix A: List of Municipalities Invited to Express Interest

| Municipality | Has a GOS Account | Housing Service Manager |
|-----------------------------------|--------------------------|--------------------------------|
| Town of Saugeen Shores | ✓ | Bruce County |
| Municipality of Kincardine | ✓ | Bruce County |
| City of Brantford | ✓ | City of Brantford |
| City of Greater Sudbury | ✓ | City of Greater Sudbury |
| City of Hamilton | ✓ | City of Hamilton |
| City of Kingston | ✓ | City of Kingston |
| City of London | ✓ | City of London |
| Municipality of Strathroy-Caradoc | ✓ | City of London |
| City of Ottawa | ✓ | City of Ottawa |
| City of Peterborough | ✓ | City of Peterborough |
| City of St. Thomas | ✓ | City of St. Thomas |
| City of Stratford | ✓ | City of Stratford |
| Municipality of North Perth | ✓ | City of Stratford |
| City of Toronto | ✓ | City of Toronto |
| City of Windsor | ✓ | City of Windsor |
| Municipality of Leamington | ✓ | City of Windsor |
| Town of Lakeshore | ✓ | City of Windsor |
| Town of Tecumseh | ✓ | City of Windsor |
| Town of Amherstburg | ✓ | City of Windsor |
| Town of Orangeville | ✓ | County of Dufferin |
| City of Owen Sound | ✓ | County of Grey |
| Municipality of Meaford | ✓ | County of Grey |
| City of Belleville | ✓ | County of Hastings |
| City of Quinte West | ✓ | County of Hastings |
| City of Sarnia | ✓ | County of Lambton |
| Town of Carleton Place | ✓ | County of Lanark |
| Norfolk County | ✓ | County of Norfolk |
| Haldimand County | ✓ | County of Norfolk |
| Town of Cobourg | ✓ | County of Northumberland |
| Municipality of Port Hope | ✓ | County of Northumberland |
| City of Woodstock | ✓ | County of Oxford |
| Town of Ingersoll | ✓ | County of Oxford |
| Town of Tillsonburg | ✓ | County of Oxford |
| Town of Petawawa | ✓ | County of Renfrew |
| City of Barrie | ✓ | County of Simcoe |
| Town of Innisfil | ✓ | County of Simcoe |
| Town of Bradford-West Gwillimbury | ✓ | County of Simcoe |
| City of Orillia | ✓ | County of Simcoe |

| Municipality | Has a GOS Account | Housing Service Manager |
|--------------------------------|--------------------------|-----------------------------------|
| Town of Collingwood | ✓ | County of Simcoe |
| Town of Midland | ✓ | County of Simcoe |
| City of Guelph | ✓ | County of Wellington |
| Township of Centre Wellington | ✓ | County of Wellington |
| Township of Wellington North | ✓ | County of Wellington |
| Town of Huntsville | ✓ | District Municipality of Muskoka |
| Town of Bracebridge | ✓ | District Municipality of Muskoka |
| Town of Gravenhurst | ✓ | District Municipality of Muskoka |
| City of Kawartha Lakes | ✓ | City of Kawartha Lakes |
| Town of Greater Napanee | ✓ | Counties of Lennox and Addington |
| City of North Bay | ✓ | Nipissing DSSAB |
| City of Oshawa | ✓ | Regional Municipality of Durham |
| Town of Whitby | ✓ | Regional Municipality of Durham |
| Town of Ajax | ✓ | Regional Municipality of Durham |
| Municipality of Clarington | ✓ | Regional Municipality of Durham |
| City of Pickering | ✓ | Regional Municipality of Durham |
| Township of Uxbridge | ✓ | Regional Municipality of Durham |
| Town of Oakville | ✓ | Regional Municipality of Halton |
| City of Burlington | ✓ | Regional Municipality of Halton |
| Town of Milton | ✓ | Regional Municipality of Halton |
| Town of Halton Hills | ✓ | Regional Municipality of Halton |
| City of St. Catharines | ✓ | Regional Municipality of Niagara |
| Town of Fort Erie | ✓ | Regional Municipality of Niagara |
| City of Niagara Falls | ✓ | Regional Municipality of Niagara |
| City of Welland | ✓ | Regional Municipality of Niagara |
| City of Port Colborne | ✓ | Regional Municipality of Niagara |
| Town of Grimsby | ✓ | Regional Municipality of Niagara |
| Town of Lincoln | ✓ | Regional Municipality of Niagara |
| City of Thorold | ✓ | Regional Municipality of Niagara |
| City of Mississauga | ✓ | Regional Municipality of Peel |
| City of Brampton | ✓ | Regional Municipality of Peel |
| City of Kitchener | ✓ | Regional Municipality of Waterloo |
| City of Cambridge | ✓ | Regional Municipality of Waterloo |
| City of Waterloo | ✓ | Regional Municipality of Waterloo |
| Township of Woolwich | ✓ | Regional Municipality of Waterloo |
| Township of Wilmot | ✓ | Regional Municipality of Waterloo |
| City of Markham | ✓ | Regional Municipality of York |
| City of Vaughan | ✓ | Regional Municipality of York |
| Town of Richmond Hill | ✓ | Regional Municipality of York |
| Town of Whitchurch-Stouffville | ✓ | Regional Municipality of York |
| Town of Newmarket | ✓ | Regional Municipality of York |

| Municipality | Has a GOS Account | Housing Service Manager |
|--------------------------|--------------------------|--|
| Town of Aurora | ✓ | Regional Municipality of York |
| Township of King | ✓ | Regional Municipality of York |
| Town of East Gwillimbury | ✓ | Regional Municipality of York |
| City of Brockville | ✓ | United Counties of Leeds and Grenville |

Appendix B: Ministry of Housing Contacts

Municipal Services Office – Central

777 Bay Street 13th Floor
 Toronto, ON, M5G 2E5
 General Inquiry: 416-585-6226
 Toll Free: 1-800-668-0230
 Fax: 416-585-6882

Contact: Ian Russell, Team Lead, Regional Housing Services
 Tel: 416-585-6965
 Email: ian.russell@ontario.ca
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Municipal Services Office – Eastern

8 Estate Lane, Rockwood House
 Kingston, ON, K7M 9A8
 General Inquiry: 613-545-2100
 Toll Free: 1-800-267-9438
 Fax: 613-548-6822

Contact: Mila Kolokolnikova, Team Lead, Regional Housing Services
 Tel: 613-545-2123
 Email: mila.kolokolnikova@ontario.ca
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Municipal Services Office – Western

659 Exeter Road, 2nd Floor
 London, ON, N6E 1L3
 General Inquiry: 519-873-4020
 Toll Free: 1-800-265-4736
 Fax: 519-873-4018

Contact: Pearl Dougall, Senior Housing Advisor,
 Tel: 519-873-4521
 Email: pearl.dougall@ontario.ca

 Cynthia Cabral, Senior Housing Advisor,
 Tel: 519-873-4520
 Email: cynthia.cabral@ontario.ca

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General Inquiry: 807-475-1651
Toll Free: 1-800-465-5027
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Email: walter.battello@ontario.ca

Serving: Toronto

Market Housing Branch777 Bay Street 14th Floor

Toronto, ON, M5G 2E5

General Inquiry: 416-585-5872

Fax: 416-585-7607

Contact: Madhavi Patel
Tel: 416-585-6838
Email: madhavi.patel@ontario.ca

Carly Steinman
Tel: 416-585-7638
Email: carly.steinman@ontario.ca

Appendix C: Applying Through Grants Ontario - Step-By-Step Instructions

All applications must be submitted electronically through Grants Ontario at www.grants.gov.on.ca.

If your municipality has a Grants Ontario account, please request the administrator of the account in your municipality to provide access to your municipality's account. You can contact Grants Ontario Customer Service at 416-325-6691 or toll free at 1-855-216-3090 or email: GrantsOntarioCS@Ontario.ca to obtain your municipality's GOS administrator contact information.

If your municipality does not have a Grants Ontario account, you can create one by following these steps:

- **Create a ONE-key account** at <https://www.iaa.gov.on.ca/iaalogin/IAALogin.jsp>. ONE-key provides secure access to Ontario government programs and services, including the Transfer Payment Common Registration (TPCR) system.
- **Access the TPCR system to register.** For instructions, please refer to the user guides at <http://www.grants.gov.on.ca/GrantsPortal/en/TransferPaymentCommonRegistration/HowtoRegister/index.htm>.
- **Request enrollment to the Grants Ontario System (GOS).** For assistance, please refer to "How to Access Grants Ontario from the Transfer Payment Common Registration System" at <http://www.grants.gov.on.ca/GrantsPortal/en/OntarioGrants/HowtoApply/index.htm>. Please allow sufficient time as confirmation of GOS access may take up to two business days. The grant application form can only be accessed once GOS confirmation is complete.

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| TO: | CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 20, 2018 |
| FROM: | SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |
| SUBJECT: | ANTI-HUMAN TRAFFICKING COMMUNITY SUPPORTS FUND |

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| RECOMMENDATION |
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That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home;

- 1) The proposed by-law attached as Appendix “A” **BE INTRODUCED** at the Municipal Council meeting to be held on March 27, 2018 to:
 - a) **authorize** and **approve** an Agreement substantially in the form attached as (Schedule 1 to the by-law) between The Corporation of the City of London and Her Majesty the Queen in right of Ontario as represented by The Ministry of Housing for the purpose of approving a Transfer Payment Agreement for the Anti-Human Trafficking Community Supports Funds;
 - b) **authorize** the Mayor and the City Clerk to execute the Agreement authorized and approved in part a), above;
 - c) **authorize** and **approve** an Contribution Agreement, in the form satisfactory to the City Solicitor, between the Corporation of the City of London and Ministry of Housing approved proponents; and
 - d) **authorize** the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute the Contribution Agreements authorized and approved in part c), above.

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| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
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Link to Corporate Strategic Plan

Administering the Anti-Human Trafficking Community Supports Fund links to the Corporate Strategic Plan’s key area of focus of Strengthening our Community and the strategy of providing Caring and Compassionate Services, specifically:

3C “Reduce and Prevent Homelessness”

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| BACKGROUND |
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Intent of this Report

1. Provide background on Anti-Human Trafficking Community Supports Funds;
2. Request approval of the Transfer Payment Agreement between the City and the Ministry of Housing to administer funding for the Anti-Human Trafficking Community Supports Funds; and
3. Request approval for The Managing Director of Housing, Social Services and Dearness Home or his/her designate to execute on behalf of the City, Anti-Human Trafficking Community Supports Contribution Agreements between the City and the Ministry approved proponents for the Anti-Human Trafficking Community Supports Funds in a form satisfactory to the City Solicitor.

Background

On June 30, 2016, the Province announced its multi-sector Strategy to End Human Trafficking. The strategy includes establishing two funds, a Community-Based Supports (CBS) Fund and the Indigenous-Led Initiatives with the aim of improving and extending access to supports and community-based services for survivors of human trafficking.

The objectives of the Community Supports Fund include:

- Supporting an effective and coordinated service delivery network that is better equipped to provide responsive, sustainable and comprehensive care for survivors of human trafficking;
- Increasing effective, culturally and linguistically relevant, holistic, and trauma-informed services and care that improve the short and long-term safety and well-being of survivors of human trafficking;
- Building capacity of organizations to better meet the needs of their communities; and
- Supporting evidence-informed programs/approaches that demonstrate improved outcomes for survivors of human trafficking.

As part of the Province's Strategy to End Human Trafficking, the Ministry of Community and Social Services (MCSS), through the Provincial Anti-Human Trafficking Coordination Office, issued a call for proposals on April 3, 2017 to invite eligible organizations to submit applications for funding under the CBS Fund. This fund is intended to support community-based solutions to human trafficking and increase supports for survivors of human trafficking.

The Ministry of Housing (MHO) is providing funding under the 2016 Social Infrastructure Fund - Investment in Affordable Housing (SIF-IAH) program for eligible housing proposals under the Anti-Human Trafficking Community Supports Funds that will provide dedicated affordable housing for survivors of human trafficking.

The SIF-IAH program is a joint initiative between MHO and the Canada Mortgage and Housing Corporation (CMHC) with the objective of improving access to affordable housing that is safe, sound, suitable, and sustainable for households across Ontario.

Program requirements include program design, administration and delivery, payment of funding, financial provisions, accountability, and communications.

The SIF-IAH funding provided under the Community Supports Fund can be delivered under two component:

1. Rental Housing Component
 - a. Construction and/or acquisition and rehabilitation/repurposing of buildings/housing spaces for supportive and/or transitional housing
2. Operating Component
 - a. Funding for rent supplements and/or housing allowances to assist with the shelter costs of survivors of human trafficking

The Community Supports Fund supports two overarching outcomes of the Long-Term Affordable Housing Strategy:

- Decreased number of people who are homeless
- Increased number of households achieving housing stability

The Ministry of Housing issued a 'Call for Applications' for agencies to submit an Expression of Interest (EOI) for the Anti-Human Trafficking Community Supports Fund initiative by May 18, 2017. The Ministry of Housing evaluated EOI submissions based on:

1. Proposed Approach;
2. Rationale & Evidence;
3. Evaluation;
4. Partnership and Collaboration; and
5. Project Delivery and Organizational Capacity.

Ministry of Housing Approved Submissions

For London, the Ministry of Housing approved two EOI submissions to deliver housing assistance under the Province's Anti-Human Trafficking Community Supports Fund initiative. Addiction Services of Thames Valley and the London Abused Women's Centre were both successful

proponents as a result of the Ministry of Housing’s review and have been approved for funding towards a Housing Rent Supplement / Housing Allowance program.

Role of the City of London as Service Manager

The City of London is designated under the Housing Services Act as the Service Manager for Housing Services for the City of London and the County of Middlesex. The Service Manager is responsible for administering various Housing programs through the Housing Services Act, regulations and Ministry of Housing guidelines.

Service Managers are responsible for the administration of the program requirements. This includes, but is not limited to:

- 1. Entering into a Transfer Payment Agreement with the Province;
- 2. Entering into funding agreements with housing proponents;
- 3. Advancing payments to proponents;
- 4. Monitoring projects for program compliance; and
- 5. Fulfilling reporting requirements.

The “Transfer Payment Agreement” has been reviewed by the Corporation of the City of London’s Legal Services, as well as Risk Management and Financial and Business Services.

Client Eligibility

To be eligible for the Housing Rent Supplement / Housing Allowance program, households must be on, or be eligible to be on, social housing waiting lists and have household incomes that do not exceed the applicable Household Income Limits as prescribed in Ontario Regulation 370/11 under the *Housing Services Act, 2011*.

Households in receipt of social housing rent-geared-to-income (RGI) subsidy or payments under any other rent support programs are not eligible.

Unit Eligibility

Units may be in private buildings or in non-profit or co-operative projects and must be modest (at or below average market rent) and in a satisfactory state of repair. However, only market rent units in social housing developments are eligible.

Units must meet local occupancy standards.

Key Milestones

Transfer Payment Agreements must be executed by no later than March 31, 2018.

Risk Management

Although Risk Management has identified that the indemnity provisions within the Ministry of Housing Transfer Payment Agreement exposes the Corporation to unlimited liability, Risk Management concludes that the indemnity clause should not prevent the City of London from entering in to the Transfer Payment Agreement as the benefit of the funds outweigh the associated risk from the indemnity provision.

More clearly, the City of London will mitigate risks associated with the Transfer Payment Agreement by using the optimum level of oversight and control, enabling the City of London to manage risk and ensure objectives are met. This will be done using clearly defined expectations of the objectives, functions, and eligibility criteria for all activities that are supported by this program.

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| FINANCIAL IMPACT |
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Funding for the Anti-Human Trafficking Community Support Fund is funded 100% by the Province and is not subject to any cost sharing requirements by the City. As a result of the approval by the Ministry of Housing, the City will receive a total funding of \$603,510 for the Anti-Human Trafficking Community Support Fund with the responsibility to distribute the respective share to the Addiction Services of Thames Valley and the London Abused Women’s Centre.

Service Managers are allocated 5% of the total funding received to assist with the administration cost of the Service Manager’s program responsibilities.

| PREPARED BY: | RECOMMENDED BY: |
|--|--|
| | |
| DAVE PURDY MANAGER, HOUSING SERVICES HOUSING, SOCIAL SERVICES AND DEARNESS HOME | SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME |

C: David Munteer, Solicitor II
Kyle Murray, Senior Financial Business Administrator
Jason Wills, Manager III, Risk Management

APPENDIX A

Bill No.
2017

By-law No.

A by-law to approve the Transfer Payment Agreement with the Ministry of Housing for the Anti-Human Trafficking Community Supports Fund; to authorize the Mayor and the City Clerk to execute the agreement; and to authorize the Managing Director of Housing, Social Services and Dearnness to execute the Anti-Human Trafficking Community Supports Contribution Agreement.

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

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

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

AND WHEREAS 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;

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

1. The Transfer Payment Agreement between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Corporation of the City of London, substantially in the form attached as Schedule A to this by-law is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law, and satisfactory to the City Solicitor.
3. The Managing Director of Housing, Social Services and Dearnness Home or his/her designate is hereby authorized to execute on behalf of the City, Anti-Human Trafficking Community Supports Contribution Agreements between the City and the Ministry approved proponents for the Anti-Human Trafficking Community Supports Funds in a form satisfactory to the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third Reading -

ONTARIO TRANSFER PAYMENT AGREEMENT

for the Anti-Human Trafficking Community Supports Fund

Revised Version: January 30, 2018

THE AGREEMENT, effective as of _____, 2018 (the “**Effective Date**”),

B E T W E E N:

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Housing**

(“**the Minister**”)

- and –

Corporation of the City of London

(the “**Service Manager**”)

BACKGROUND

- Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (“MMAH”), entered into a bi-lateral agreement to provide for the Investment in Affordable Housing program from 2011-2014, effective April 1, 2011 (the “CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014”).
- CMHC and MMAH entered into a Supplementary Agreement No. 1, dated August 11, 2014 (the “Supplementary Agreement”).
- The Supplementary Agreement amended the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- CMHC and MMAH entered into the 2016 Social Infrastructure Fund Agreement under the Agreement for Investment in Affordable Housing, made as of April 1, 2016 (the “2016 SIF IAH Agreement”).
- The Minister is now responsible for the above agreements signed by MMAH.
- The Minister of Community and Social Services (MCSS) has established the Community Supports Fund (the “Fund”) under which the Minister will provide CMHC funding and provincial funding for certain housing initiatives (the “Program”).
- The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager’s obligations with respect to the administration of the Program and the Minister’s obligation to provide funding to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Minister and the Service Manager (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the "Agreement"), includes:

Schedule "A" - General Terms and Conditions;
Schedule "B" - Program Specific Information and Additional Provisions;
Schedule "C" - Rental Housing Component;
Schedule "D" - Operating Component;
Schedule "E" - French Language Services;
Schedule "F" - Communications Protocol Requirements;
Schedule "G" - Program Guidelines; and

any amending agreement entered into as provided for below, and constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The 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.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Service Manager acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Minister;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (d) the Minister is not responsible for carrying out the Project;
- (e) the Minister is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Minister in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (g) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

| | |
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| HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing | |
| Name: | Janet Hope |
| Title: | Assistant Deputy Minister |
| Date: | |
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| Corporation of the City of London | |
| Name: | Matt Brown |
| Title: | Mayor |
| Date: | |
| | |
| | |
| Authorizing Signing Officer | |

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| Corporation of the City of London | |
| Name: | Cathy Saunders |
| Title: | City Clerk |
| Date: | |
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| | |
| Authorizing Signing Officer | |

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions referred to in section 10.1 and as specified in Schedule “B”;

“Administration Funds” means the Funds provided to the Service Manager to offset a portion of the costs incurred by the Service Manager associated with the administration of the Program;

“Agreement” means this agreement entered into by the Minister and the Service Manager, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1;

“Budget” means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;

“Call for Applications” means the proposal call issued by the Ministry of Community and Social Services for Proposals under the Community Supports Fund;

“CMHC” has the meaning given to it in the recitals;

“CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014” has the meaning given to it in the recitals;

“Component” means either the Rental Housing Component as set out in Schedule “C” or the Operating Component as set out in Schedule “D”;

“Effective Date” means the date set out at the top of the Agreement;

“Event of Default” has the meaning ascribed to it in section 16.1;

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B”;

“Fiscal Year” means:

- (a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of the second Fiscal Year, the period commencing on April 1 following the end of the first Funding Year and ending on the following March 31;

“Funds” means the money the Minister provides to the Service Manager pursuant to the Agreement;

“GOS” means the Grants Ontario System;

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees;

“Maximum Funds” means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

“Ministry Notification” means a notice in writing from the Minister to a Service Manager regarding the Program;

“Notice” means any communication given or required to be given pursuant to the Agreement;

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default pursuant to section 16.3(b), and includes any such period or periods of time by which the Minister extends that time in accordance with section 16.4;

“Parties” means the Minister and the Service Manager;

“Party” means either the Minister or the Service Manager;

“Program” means the housing initiatives funded through the 2016 Social Infrastructure Fund under the Anti-Human Trafficking – Community Supports Fund, as more fully described in Schedules “C” and “D”;

“Program Funds” means the Funds provided to the Service Manager to be paid to a Proponent to deliver the Program;

“Proponent” means a person or other legal entity that has submitted a Proposal;

“Proposal” means the proposal to participate in the Program, submitted in response to the Call for Applications;

“Reports” means the reports described in Schedules “C” and “D”;

“SHIP Component” means the Social Housing Improvement Program to be administered by the Service Manager under an Administration Agreement with the Minister;

“2016 SIF IAH Agreement” has the meaning given to it in the recitals;

“2016 SIF IAH Components” means the programs to be administered by the Service Manager under an Administration Agreement with the Minister for the other programs funded under the 2016 SIF IAH Agreement.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;

- (c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Minister in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Minister with proof of the matters referred to in this Article 2.0.

3.0 **TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article 14.0, Article 15.0 or Article 16.0.

4.0 **FUNDS AND CARRYING OUT THE PROGRAM**

4.1 **Funds Provided.** The Minister will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of delivering the Program, in accordance with those Schedule relevant to the Component in which the Service Manager participates;
- (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with Schedule "C" and "D" ; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:

- (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Manager.
- 4.2 **Movement of Funds.** No Funds can be moved to the other 2016 SIF IAH Components or the SHIP Component from the Program.
- 4.3 **Adjustment.** Despite section 4.1, in order to more accurately reflect the Service Manager's anticipated need for Funds, the Minister may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the quarterly spending forecasts submitted by this Service Manager pursuant to section 7.1.
- 4.4 **Limitation on Payment of Funds.** Despite section 4.1:
 - (a) The Minister is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Minister may request pursuant to section 13.2;
 - (b) The Minister is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
 - (c) The Minister may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon the Minister's assessment of the information provided by the Service Manager pursuant to section 7.1;
 - (d) if, pursuant to the *Financial Administration Act* (Ontario), the Minister does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Minister is not obligated to make any such payment, and, as a consequence, the Minister may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 14.1; and
 - (e) the Minister is not obligated to provide any Funds to the Service Manager for a Fiscal Year in excess of the total amount allocated to the Service Manager for that Fiscal Year.
- 4.5 **Use of Funds.** The Service Manager will:
 - (a) administer and deliver the Program in accordance with the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of administering and delivering the Program;
 - (c) spend the Program Funds only in accordance with Schedules "C" and "D"; and
 - (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

No Funds can be moved to the Program from the other 2016 SIF IAH Components or the SHIP Component, or from the Program to the other 2016 SIF IAH Components or the SHIP Component.
- 4.6 **Administration Costs.** The Service Manager may use five per cent (5%) of the Maximum Funds as Administration Funds, as provided for in Schedule "B", to assist with the administration of the Program. In the event the Service Manager does not spend its total funding allocation, the Minister may request repayment of the portion of the Administration Funds that exceed five per cent (5%) of the spent Funding. The Service Manager shall repay amounts requested by the Minister within thirty (30) days of the date the Minister requests the repayment.

- 4.7 **The Minister's Role Limited to Providing Funds.** For greater clarity, the Minister is not responsible for carrying out the Program. The Minister intends to work collaboratively with the Service Manager to address issues related to the Program and/or its evaluation as they arise.
- 4.8 **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedules "C" and "D", without the prior written consent of the Minister.
- 4.9 **Interest Bearing Account.** If the Minister provides Funds to the Service Manager before the Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.
- 4.10 **Interest.** If the Service Manager earns any interest on the Funds, the Minister may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Service Manager the repayment of an amount equal to the interest.
- 4.11 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.12 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.13 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Minister for the Program and is not providing goods or services to the Minister.
- 4.14 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Minister is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program.
- 5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Minister's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedules "C" and "D" at the time of purchase.
- 6.0 CONFLICT OF INTEREST**
- 6.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Service Manager; or

(b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

6.3 **Disclosure to the Minister.** The Service Manager will:

- (a) disclose to the Minister, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Minister may prescribe as a result of the disclosure.

7.0 **REPORTING, ACCOUNTING AND REVIEW**

7.1 **Preparation and Submission.** The Service Manager will:

- (a) submit to the Minister at the address referred to in section 20.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C" and "D", or in a form as specified by the Minister from time to time;
- (b) submit to the Minister at the address referred to in section 20.1, any other reports as may be requested by the Minister in accordance with the timelines and content requirements specified by the Minister;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Minister; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

7.2 **Record Maintenance.** The Service Manager will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

7.3 **Inspection.** The Minister, his authorized representatives or an independent auditor identified by the Minister may, at their own expense, upon twenty-four (24) hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, the Minister, his authorized representatives or an independent auditor identified by the Minister may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Service Manager's premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program; and
- (d) the Minister may conduct an annual audit in respect of the information addressed in this section 7.3.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Service Manager will disclose any information requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, and will do so in the form requested by the Minister, his authorized representatives or an independent auditor identified by the

Minister, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Minister any control whatsoever over the Service Manager's records.

7.6 **Auditor General.** For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 FRENCH LANGUAGE SERVICES

8.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Program has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:

- (a) Ensure services are provided in French; and
- (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

8.2 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule "E", by May 31 for each year of the Program, setting out whether the Service Manager or the subcontractor, as appropriate, has complied with section 8.1.

8.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

9.0 COMMUNICATIONS REQUIREMENTS

9.1 **Acknowledge Support.** Unless otherwise directed by the Minister, the Service Manager will acknowledge the support of the Minister in a form and manner as directed by the Minister.

9.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Minister.

9.3 **CMHC-Ontario Agreement Requirements.** The Service Manager acknowledges that the terms of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 require the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The Service Manager shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Minister. A copy of the requirements of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 and the 2016 SIF IAH Agreement is attached as Schedule "F". All references to "2011-2014" or more generally to the 2011-2014 time period in the Communications Protocol forming part of the Original Agreement shall be read to apply to the 2016 SIF. All references in the Communications Protocol shall be read as applicable to the Minister. The Service Manager agrees that it shall not do or omit to do any act which will cause the Minister to be in breach of these requirements.

10.0 FURTHER CONDITIONS

10.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.

- 10.2 **Open Data.** The Service Manager agrees that the Minister may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name; Service Manager contact information; Service Manager address; amount of Maximum Funds and/or Funds; Program description; Program objectives/goals; Program location; and Program results reported by the Service Manager. However, the Minister and the Service Manager agree that such permission does not apply to the following: personal information of individuals who may be eligible to participate in the Program.

11.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 11.1 **FIPPA.** The Service Manager acknowledges that the Minister is bound by FIPPA and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

12.0 INDEMNITY

- 12.1 **Indemnification.** The Service Manager 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 fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Minister.

13.0 INSURANCE

- 13.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation.

- 13.2 **Proof of Insurance.** The Service Manager will provide the Minister with certificates of insurance, or other proof as may be requested by the Minister, that confirms the insurance coverage as provided for in section 13.1. Upon the request of the Minister, the Service Manager will make available to the Minister a copy of each insurance policy.

14.0 TERMINATION ON NOTICE

- 14.1 **Termination on Notice.** The Minister may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Service Manager.
- 14.2 **Consequences of Termination on Notice by the Minister.** If the Minister terminates the Agreement pursuant to section 14.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 14.2(b); and
 - (ii) subject to section 4.11, provide Funds to the Service Manager to cover such costs.

15.0 TERMINATION WHERE NO APPROPRIATION

15.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), the Minister does not receive the necessary appropriation from the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement, the Minister may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

15.2 Consequences of Termination Where No Appropriation. If the Minister terminates the Agreement pursuant to section 15.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 15.2(b).

15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 15.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Minister will not provide additional Funds to the Service Manager.

16.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

16.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Minister, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Program;
- (b) comply with any term of Schedules "C" and "D";
- (c) use or spend Funds as required; or
- (d) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b).

16.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Minister may, at any time, take one or more of the following actions:

- (a) initiate any action the Minister considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Minister determines

appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand from the Service Manager the repayment of an amount equal to any Funds the Minister provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Minister upon giving Notice to the Service Manager.

16.3 **Opportunity to Remedy.** If, in accordance with section 16.2(b), the Minister provides the Service Manager with an opportunity to remedy the Event of Default, the Minister will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

16.4 **Service Manager not Remedying.** If the Minister has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 16.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Minister that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to the Minister;

the Minister may extend the Notice Period, or initiate any one or more of the actions provided for in sections 16.2(a), (c), (d), (e), (f), (g), (h) and (i).

16.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

17.0 FUNDS AT THE END OF A FISCAL YEAR

17.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of the Minister under Article 16.0, if the Service Manager has not spent all of the Funds allocated for the Fiscal Year, the Minister may take one or both of the following actions:

- (a) demand from the Service Manager the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

For greater certainty, the Service Manager may not carry Funds over from one Fiscal Year to the next. Should a planned commitment for Funds under the Program fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

18.0 FUNDS UPON EXPIRY

- 18.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Minister any Funds remaining in its possession or under its control.

19.0 DEBT DUE AND PAYMENT

- 19.1 **Payment of Overpayment.** If at any time during the term of the Agreement, the Minister provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Minister may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds to the Minister.

- 19.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Minister demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds to the Minister, whether or not their return or repayment has been demanded by the Minister, such Funds or other amount will be deemed to be a debt due and owing to the Minister by the Service Manager, and the Service Manager will pay or return the amount to the Minister immediately, unless the Minister directs otherwise.

- 19.3 **Interest Rate.** The Minister may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 19.4 **Payment of Money to the Minister.** The Service Manager will pay any money owing to the Minister by cheque payable to the "Ontario Minister of Finance" and delivered to the Minister at the address referred to in section 20.1.

- 19.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen in right of Ontario.

20.0 NOTICE

- 20.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Minister and the Service Manager respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

- 20.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

- 20.3 **Postal Disruption.** Despite section 20.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

- 20.4 **Notice by the Minister.** The Service Manager shall comply with all Notices given by the Minister.
- 21.0 CONSENT BY THE MINISTER AND COMPLIANCE BY SERVICE MANAGER**
- 21.1 **Consent.** When the Minister provides his consent pursuant to the Agreement, he may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.
- 22.0 SEVERABILITY OF PROVISIONS**
- 22.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.
- 23.0 WAIVER**
- 23.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provisions set out in Article 20.0, ask the other Party to waive an obligation under the Agreement.
- 23.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 21.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligations referred to in the waiver.
- 24.0 INDEPENDENT PARTIES**
- 24.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Minister, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
- 25.0 ASSIGNMENT OF AGREEMENT OR FUNDS**
- 25.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Minister, assign any of its rights, or obligations under the Agreement.
- 25.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.
- 26.0 GOVERNING LAW**
- 26.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.
- 27.0 JOINT AND SEVERAL LIABILITY**
- 27.1 **Joint and Several Liability.** Where the Service Manager is comprised of more than one (1) entity, all such entities will be jointly and severally liable to the Minister for the fulfillment of the obligations of the Service Manager under the Agreement.
- 28.0 FURTHER ASSURANCES**
- 28.1 **Agreement into Effect.** The Service Manager will provide such further assurances as the Minister may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

29.0 RIGHTS AND REMEDIES CUMULATIVE

- 29.1 **Rights and Remedies Cumulative.** The rights and remedies of the Minister 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.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 30.1 **Other Agreements.** If the Service Manager:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Minister may suspend the payment of Funds for such period as the Minister determines appropriate.

31.0 SURVIVAL

- 31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions; section 4.4(d); section 4.6; section 4.10; section 4.14; section 5.2; section 7.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Minister); sections 7.2; 7.3; 7.4; 7.5; 7.6; Article 9.0; Article 10.0; Article 12; Article 13.0; section 14.2; sections 15.2 and 15.3; sections 16.1; 16.2(d), (e), (f), (g) and (h); Article 18.0; Article 19.0; Article 20.0; Article 22.0; section 25.2; Article 26.0; Article 29.0; Article 30.0; Article 31.0; Article 32.0; and the reporting and repayment provisions of Schedules "C" and "D".

32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

- 32.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.
- 32.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| Maximum Funds | <p>Program Funds in respect of the Rental Housing Component - N/A</p> <p>Program Funds in respect of the Operating Component - \$573,334.50</p> <p>Administration Funds - \$30,175.50</p> <p>Maximum Funds - \$603,510.00</p> |
| Expiration Date | <p>Rental Housing Component – March 31, 2048</p> <p>Operating Component – March 31, 2031</p> |
| Insurance | \$ 2,000,000.00 |
| Contact information for the purposes of Notice to THE MINISTER | <p>Name: Ministry of Housing</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5E 2E5</p> <p>Attention: Director, Housing Programs Branch</p> <p>Fax: 416-585-6588</p> <p>E-mail: jim.e.adams@ontario.ca</p> |
| Contact information for the purposes of Notice to the Service Manager | <p>Name: Corporation of the City of London</p> <p>Address: 355 Wellington Street, 2nd Floor, London, ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: (519) 661-2489, Ext. 5337</p> |
| Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from THE MINISTER related to the Agreement | <p>Name: Dave Purdy</p> <p>Position: Division Manager, Housing</p> <p>Fax: (519) 661-4466</p> <p>Email: dpurdy@london.ca</p> <p>Telephone: (519) 661-2489, Ext. 5596</p> |

SCHEDULE “C”

RENTAL HOUSING COMPONENT

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise,

- **“Administration Agreement”** means the Transfer Payment Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;
- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions to the Project;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with a Program or Programs under this Agreement. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Rental Component, as set out in the Program Guidelines;

- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program Guidelines”** means the Program Guidelines for the Program;
- **“Project”** means Affordable Housing proposed or approved under the Rental Component, as the context may require;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Rental Component”** means the Rental Housing Component described in the Program Guidelines;
- **“Unit”** means a residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix “A” - Proponent’s Initial Occupancy Report;
Appendix “B” - Proponent’s Annual Occupancy Report;
Appendix “C” - Service Manager’s Annual Report;
Appendix “D” - Rental Protocol; and
Appendix “E” - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE RENTAL HOUSING COMPONENT

2.1 Prior to the Service Manager participating in the Rental Housing Component:

- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Rental Component is in accordance with the criteria set out in the Program Guidelines; and

- (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 Proposals under the Rental Component of the Program have been submitted by Proponents in response to the Call for Applications.
- 3.2 Proposals under the Rental Component of the Program have been evaluated by an inter-ministerial committee consisting of the Ministry of Community and Social Services, the Ministry of Housing, the Ministry of Health and Long-Term Care, the Ministry of Labour, the Ministry of Citizenship and Immigration, the Ministry of the Attorney General, the Ministry of Children and Youth Services, and the Ministry of Indigenous Relations and Reconciliation, based on the evaluation criteria outlined in the Call for Applications.
- 3.3 The Service Manager shall be informed of each Project recommended for funding approval by the evaluation committee under the Rental Component of the Program.
- 3.4 The Service Manager shall submit a Project Information Form and the proposed Funding Schedule to the Minister for each Project recommended for funding approval.
- 3.5 Once the Minister approves the Project, the Minister shall advise the Service Manager of the approval of the Project and shall issue a Conditional Letter of Commitment to the Proponent.
- 3.6 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.7 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.

4. PAYMENTS BY THE MINISTER

- 4.1 In respect of all Projects:
 - (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;
 - (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
 - (i) the Proponent is in compliance with the Contribution Agreement;

- (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program.
- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.
- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.
- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within two (2) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project, prior to requesting Funding from the Minister or forwarding Funding to the Proponent, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents or sign an alternate security letter if the Service Manager is also the Proponent and it is not possible to register Security Documents against title to the property.
- 5.2 A Contribution Agreement under this Schedule cannot be signed after March 31, 2019, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within three (3) months of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within three (3) months of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Schedule as Appendix "E", at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within two (2) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that

the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.

- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding, or require the Service Manager to refund an appropriate amount to the Minister.
- 5.9 During the period between the date of execution of this Agreement and the Occupancy Date of all of the Projects, the Minister and the Service Manager shall collaboratively review annually during the month of April the progress of utilization of the Funding by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Appendix "C".
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.12 and 5.13, and on the collaborative review of these materials pursuant to section 5.9.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Schedule as Appendix "A".
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall:
- (a) obtain annually from each Proponent a completed information report, in the form attached to this Schedule as Appendix "B" and submit them to the Minister; and
 - (b) complete and submit to the Minister, on or before the last day of March subsequent to each reporting calendar year, a report on all of the said funded Projects, in the form attached to this Schedule as Appendix "C".
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
- (a) a request by a Proponent to transfer responsibility for a Project to another entity;
 - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
 - (c) if construction for a Project has not commenced within ninety (90) days of the date of the Contribution Agreement;
 - (d) if construction has not been completed within two (2) years of the date of the Contribution Agreement;
 - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;

- (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Rental Component.
- 6.2 The Service Manager acknowledges and agrees that the Rental Protocol set out in Appendix "D" applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of this Agreement. The Service Manager shall ensure that the Proponent agrees in writing that Appendix "D" applies to its Project.
- 6.3 The headings and subheadings contained in this Schedule are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Schedule or form part of this Schedule.

APPENDIX “A”
PROPONENT’S INITIAL OCCUPANCY REPORT
2016 SIF Anti-Human Trafficking – Community Supports Fund

A. Project Information

| | |
|---------------------------------------|--|
| Reference No. | |
| Project Name | |
| Project Address | |
| Occupancy Date | |
| Contribution Agreement Expiry Date | |

B. Unit Details

| Target Client | Unit Type | Household Type | SIF Units (A) | # of SIF RS | # of SIF HA | # of Other RS | # of SS | Non-SIF Units (B) | Total Units (A+B) |
|---------------|------------------|----------------|---------------|-------------|-------------|---------------|---------|-------------------|-------------------|
| | Bachelor | | | | | | | | |
| | 1 BR | | | | | | | | |
| | 2 BR | | | | | | | | |
| | 3 BR | | | | | | | | |
| | Others (specify) | | | | | | | | |
| | Total | | | | | | | | |

SIF RS:

SIF – Rent Supplements

SIF HA:

SIF – Housing Allowances

Other RS:

Other Rent Supplements

SS:

Supportive Services

C. Depth of Affordability: Rents at Occupancy (SIF Funded Units)

| Unit Type | Unit Size | Number of Units (A) | Actual Rent to be charged per month (B) | CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C) | Actual Project Rents by Unit Type (D)=(A)X(B) | Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C) |
|------------------|-----------|------------------------|---|---|---|---|
| Bachelor | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |
| 3 BR | | | | | | |
| Others (specify) | | | | | | |
| TOTAL | | | | | | |

Notes:

- 1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
- 2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

| | | |
|-------------------------------|--|---|
| Weighted Average Rents | Project Weighted Average Rent Total of (D)÷Total of (A) = | CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) = |
| Depth of Affordability | (Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 = | |

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____[insert name of Service Manager]

Signature

Date

Print Name

Position

APPENDIX “B”

PROPONENT’S ANNUAL OCCUPANCY REPORT

2016 SIF Anti-Human Trafficking – Community Supports Fund

For the Year Ended December 31, 20XX

A. Project Information

| | |
|------------------------------------|--|
| Reference No. | |
| Project Name | |
| Project Address | |
| Occupancy Date | |
| Contribution Agreement Expiry Date | |

B. Unit Details

| Target Client | Unit Type | Household Type | SIF Units (A) | # of SIF RS | # of SIF HA | # of Other RS | # of SS | Non-SIF Units (B) | Total Units (A+B) |
|---------------|------------------|----------------|---------------|-------------|-------------|---------------|---------|-------------------|-------------------|
| | Bachelor | | | | | | | | |
| | 1 BR | | | | | | | | |
| | 2 BR | | | | | | | | |
| | 3 BR | | | | | | | | |
| | Others (specify) | | | | | | | | |
| | Total | | | | | | | | |

Notes:

SIF RS:

SIF – Rent Supplements

SIF HA:

SIF – Housing Allowances

Other RS:

Other Rent Supplements

SS:

Supportive Services

C. Actual Rents at Year End

| Unit Type | SIF Funded Units | Previous Year 20XX | | Current Year 20XX | | | Rationale (If D>B) |
|-----------------|------------------|---------------------------------------|---|---------------------------------------|--------------------------------|------------------------------|-----------------------|
| | | Actual Rent per Unit per Month (A) | RTA Permitted Increase per Unit per Month X % (specify) (B) | Actual Rent per Unit per Month (C) | Rent Increase (D) = (C)-(A) | CMHC or Alternate AMR (E) | |
| Bachelor | | | | | | | |
| 1 BR | | | | | | | |
| 2 BR | | | | | | | |
| 3 BR | | | | | | | |
| 4 BR | | | | | | | |
| Other (specify) | | | | | | | |
| TOTAL | | | | | | | |

D. Depth of Affordability: Rents during year of reporting (SIF Funded Units)

| Unit Type | Unit Size | Number of Units (A) | Actual Rent to be charged per month (B) | CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C) | Actual Project Rents by Unit Type (D)=(A)X(B) | Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C) |
|------------------|-----------|------------------------|--|---|--|---|
| Bachelor | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |
| 3 BR | | | | | | |
| Others (specify) | | | | | | |
| TOTAL | | | | | | |

Notes:

- 1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
- 2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

| | | |
|-------------------------------|--|---|
| Weighted Average Rents | Project Weighted Average Rent Total of (D)÷Total of (A) = | CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) = |
| Depth of Affordability | (Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 = | |

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

APPENDIX “C”

SERVICE MANAGER’S ANNUAL REPORT

2016 SIF Anti-Human Trafficking – Community Supports Fund

For Completed Projects between January 1, _____, and December 31, _____

in _____ (insert name of Service Manager)

Weighted Average Rents

| Reference No. | Name Of Project & Location | Total Number of Units (#) | SIF Funded Units (#) | Type of Development | | Weighted Average Rent of Project per Month | % of CMHC AMR Achieved for Overall Project |
|---------------|----------------------------|---------------------------|----------------------|---------------------|--|--|--|
| | | | | New Construction | Acquisition/ Rehabilitation & Conversion | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | TOTAL | | | | | | |

Notes:

- 1. Refer to Appendix “B” for calculation of weighted average rents.
- 2. Percentage of CMHC AMR achieved. This percentage cannot be greater than 80% of CMHC AMR, without the approval of the Minister.

APPENDIX “D”
RENTAL PROTOCOL

1. DEFINITIONS

- 1.1 In this Appendix “D”, unless the context requires otherwise,
- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
 - **“Agreement”** means the Agreement to which this Appendix “D” is attached;
 - **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and when used in this Appendix “D”, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.
- 1.2 The definitions in the Agreement shall apply to this Appendix “D”, in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

- 2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Appendix “D” nor increase any rent charged for a Unit except as permitted in this Appendix “D”.

3. RENTS

- 3.1 The weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.
- 3.2 Notwithstanding 3.1,
- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
 - (b) in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community, alternate market rents may be submitted by the Service Manager for review and approval by the Minister.
- 3.3 In no event shall rent for any Unit exceed the CMHC Average Market Rent for units of a similar type in the geographical area or such alternate market rents for units of a similar type in the geographical area as have been approved by the Minister.
- 3.4 If rent supplements are used for Rental Component Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement shall not exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area or alternate rents that have been approved by the Minister.

- 3.5 If federal and/or provincially funded rent supplements are used for Rental Component Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 and 3.2 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that, regardless of whether the rent increase guideline applies to the Project under the *Residential Tenancies Act, 2006* or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "D".
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the *Residential Tenancies Act, 2006* or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.
- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "D" respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

APPENDIX "E"

CONFIRMATION OF CONSTRUCTION START

2016 SIF Anti-Human Trafficking – Community Supports Fund

This is to confirm that the _____ project in the _____ [SM name]
commenced construction on _____ [date].

The start of construction for this project is within three (3) months of the date of the project's
Contribution Agreement, which was signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE “D”

OPERATING COMPONENT

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Administration Agreement”** means the Transfer Payment Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“Average Market Rents” (“AMRs”)** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **“Cash-Flow Documentation”** means the cash-flow requirements identified by the Service Manager, as approved by the Minister, in the format attached as Appendix “E”;
- **“Eligible Landlord”** means a Private Landlord, Non-Profit Landlord, or Cooperative Housing Landlord that owns the Unit to which the Rent Supplement is applied;
- **“Eligible Renter Household”** means a household that either is on or is eligible to be on a social housing waiting list; that is leasing a Unit; that does not own a home suitable for year-round occupancy; and that meets the criteria in the Program Guidelines and in Appendix “B”;
- **“Eligible Unit”** means a Unit that meets the Unit Eligibility Criteria in the Program Guidelines and in Appendix “A”;
- **“Household Eligibility Criteria”** means the criteria set out in Appendix “B”;
- **“Household Income Limits” (“HILs”)** means the highest incomes that renter households can have and still remain eligible for the Operating Component, based on geographical areas and classified by bedroom count, in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“Housing Allowance”** is a monthly subsidy paid directly to an Eligible Renter Household. At the discretion of the Service Manager, and upon request from the Eligible Renter Household, the Housing Allowance may be paid to the landlord on behalf of the Eligible Renter Household;
- **“Housing Allowance Application Form”** means an application form designed by the Service Manager or another delivery agent that meets the criteria described in Appendix “C”, and that an Operating Component applicant must submit to the Service Manager or

another delivery agent to be considered for a monthly subsidy ("Housing Allowance") under the Operating Component;

- **"Housing Allowance Stream"** means the Housing Allowance Stream described in the Program Guidelines as one (1) of the two (2) streams of the Operating Component;
- **"Landlord"** means one of the following: Private Landlord; Non-Profit Landlord; or Cooperative Housing Landlord;
- **"Landlord Agreement"** means one of the following agreements: Private Landlord Agreement; Non-Profit Landlord Agreement; Cooperative Housing Landlord Agreement; and includes any other Agreement between the Service Manager and the Landlord that meets the Program Guidelines;
- **"Operating Component"** means the Operating Component described in the Program Guidelines and consisting of two (2) streams: Rent Supplement Stream and Housing Allowance Stream;
- **"Program Guidelines"** means the Program Guidelines for the Program;
- **"Quarterly Report"** means the report in the format attached as Appendix "D";
- **"Rent Supplement"** is a subsidy paid to the Landlord on behalf of an Eligible Renter Household;
- **"Rent Supplement Stream"** means the Rent Supplement Stream described in the Program Guidelines as one (1) of the two (2) streams of the Operating Component;
- **"Unit"** means a residential dwelling or shared accommodation that meets the eligibility criteria outlined in the Program Guidelines and in Appendix "A";
- **"Unit Eligibility Criteria"** means the criteria set out in Appendix "A".

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix "A" - Unit Eligibility Criteria;

Appendix "B" - Household Eligibility Criteria;

Appendix "C" - Housing Allowance Application Process and Form;

Appendix "D" – Quarterly Report; and

Appendix "E" – Cash-Flow Documentation

1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

1.5 All references in this Schedule to Appendices are references to Appendices in this Schedule, unless stated otherwise.

2. PROGRAM GUIDELINES

- 2.1 The Service Manager agrees to administer the Operating Component in accordance with the Agreement and the Program Guidelines.

3. PROVISION OF FUNDS BY THE MINISTER

- 3.1 Subject to section 3.2, upon approval by the Minister of the Service Manager's Cash-Flow Documentation, the Minister shall transfer to the Service Manager on a quarterly basis by electronic funds transfer, the amount of Operating Component funding indicated in the approved Cash-Flow Documentation and Operating funding expended as indicated in the Quarterly Report.
- 3.2 The Minister shall transfer Operating Component funding to the Service Manager on or around April 1, July 1, October 1 and January 20 of each fiscal year. Fourth quarter payments by the Minister will be made on or around January 20, instead of January 1, to allow for any payment adjustments based on discrepancies between the Service Manager's planned and actual spending.
- 3.3 The Service Manager shall use the Operating Component funding transferred to it by the Minister in respect of an Eligible Unit solely for the purpose of providing a Rent Supplement to an Eligible Landlord of the Eligible Unit and/or a Housing Allowance to an Eligible Renter Household, in accordance with this Schedule, or as the Minister may direct, in writing.
- 3.4 All interest that accrues on Operating Component funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Affordable Housing.

4. PROVISION OF RENT SUPPLEMENTS AND/OR HOUSING ALLOWANCES BY THE SERVICE MANAGER

- 4.1 The Service Manager shall not expend funding under the Operating Component for a Unit or any Unit substituted for a Unit and/or an Eligible Renter Household after March 31, 2024.
- 4.2 The Service Manager or its authorized agency shall enter into a Landlord Agreement with each Landlord, in respect of all commitments of Units made on or after the date this Agreement is executed by the Parties. In the case of the Housing Allowance stream, the Service Manager and/or its authorized delivery agent shall develop a client application process and use an Application Form that meets the criteria described in Appendix "C". The Service Manager or its authorized delivery agent shall provide a monthly subsidy (Housing Allowance) to the Eligible Renter Household.
- 4.3 A Landlord Agreement shall not be entered into or continued respecting a Unit where a renter is related to the Landlord.
- 4.4 The Service Manager shall ensure that all Units that are subject to a Landlord Agreement are clean, fit for habitation, in satisfactory state of repair, meet applicable minimum health and safety standards and that the Landlord has confirmed that the Units are in compliance with applicable Building Code and Fire Code requirements.
- 4.5 The Service Manager shall determine the monthly Rent Supplement funding to be paid to Landlords on behalf of each Eligible Renter Household and/or Housing Allowance subsidy to be paid to each Eligible Renter Household.
- 4.6 The Service Manager shall establish rules to determine whether the household's income is at or below the local Household Income Limits (HILs), in accordance with the annually updated HILs in

Ontario Regulation 370/11, made under the *Housing Services Act, 2011*. The Service Manager shall put these rules in writing and make them available to the general public. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs.

- 4.7 The Service Manager shall conduct annual (or more frequent if required) income testing of Eligible Renter Households to ensure their continued eligibility for the Operating Component.

5. REPORTING REQUIREMENTS

- 5.1 During the period following the date of execution of this Agreement and the end of the Operating Component, the Service Manager shall provide the Minister, by July 15, October 15, December 15 and March 15 of each year, with a Quarterly Report, indicating the number of Landlord Agreements executed and Units occupied, the number of Eligible Renter Households assisted, and Operating Component funding expended.
- 5.2 The Service Manager shall provide documentation of Landlord Agreements and/or agreements with delivery agencies, and/or evidence of successful Housing Allowance Application Forms.
- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.
- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2024, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Operating Component.

6. MARKETING

- 6.1 Subject to section 7 of the Administration Agreement, the Service Manager shall promote and advertise the Operating Component in the Service Manager's area as the Service Manager deems appropriate.

7. GENERAL

- 7.1 The Operating Component is available from the date of the Service Manager Administration Agreement until March 31, 2018, or a date after that, but no later than March 31, 2024, as reported in the Service Manager's cash-flow documentation.
- 7.2 The Service Manager may engage a third party subcontractor (delivery agency) to assist it in the performance of this Agreement. Such assistance shall be limited to but may include the provision of the Rent Supplements to Eligible Landlords and/or Housing Allowances to Eligible Renter Households, in each case, by the third party subcontractor but otherwise in accordance with this Schedule. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all Rent Supplement and/or Housing Allowance Funding until such funds are advanced to or on behalf of an Eligible Landlord in connection with the provision of Rent Supplements for an Eligible Unit and/or Housing Allowances to Eligible Renter Households, and shall remain directly responsible to the Minister under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Schedule. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.
- 7.3 The Service Manager may enter into a Landlord Agreement with a Landlord pursuant to which: (i) the Landlord agrees to rent a certain number of Units in a development owned by the Landlord available to the public as Eligible Units and to market such Units as Units available under the Operating Component, subject to the requirements of Article 9.0 of Schedule "A"; and (ii) the Service Manager agrees to make Rent Supplement Funding available to Eligible Households of

such Eligible Units.

- 7.4 The disbursement of Operating Funding by the Minister to the Service Manager under section 3.1 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 7.5 The Service Manager agrees to maintain the records and documentation that it is required to maintain under the Program Guidelines for the time period set out in the Program Guidelines.

APPENDIX “A”

UNIT ELIGIBILITY CRITERIA

1. To be an Eligible Unit a Unit must satisfy each of the following requirements:
 - (a) Be modest, that is not exceed Average Market Rent (AMR) for the area, as updated by the Minister annually;
 - (b) Meet local occupancy standards, included in program information available to the public;
 - (c) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.
2. An Eligible Unit may be occupied by the applicant household. In-situ arrangements are permitted.
3. Only market units in social housing developments are eligible.
4. The following do not fit the definition of Eligible Unit:
 - (a) Hostel units, nursing and retirement homes;
 - (b) Non-market units in social housing developments.

APPENDIX “B”

HOUSEHOLD ELIGIBILITY CRITERIA

1. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application:
 - (a) The primary applicant must be at least sixteen (16) years old;
 - (b) Neither own a home, nor have an ownership interest in a home, other than a contingent interest;
 - (c) Not be living in a spousal relationship (including a same-sex spousal relationship) with a person who owns a home or who has an ownership interest in a home, other than a contingent interest;
 - (d) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs;
 - (e) Not be in a close familial relationship with the person who owns the Unit or who has an ownership interest in the Unit, that is, not be the parent, grandparent, child, grandchild or sibling of the owner or co-owner of the Unit;
 - (f) Not be in receipt of any other housing allowance or rent supplement.
2. The Service Manager shall define “household income”.
3. The Service Manager may establish such additional criteria as may be required to administer the Operating Component, provided they are not inconsistent with the requirements of the Operating Component.

APPENDIX “C”

HOUSING ALLOWANCE APPLICATION PROCESS AND FORM

1. The Service Manager and/or its delivery agent shall develop the application process that suits its local needs and make it available to the public.
2. The Service Manager and/or its delivery agent may select households from social housing waiting lists.
3. The Service Manager and/or its delivery agent shall design an Application Form that shall include, but not be limited to, the following sections:
 - (a) A definition of “Household Income”;
 - (b) Household Income declaration;
 - (c) Explicit list of eligibility criteria;
 - (d) Consent regarding personal information sharing;
 - (e) Applicant signature and date; and
 - (f) Such other requirements as are set out in the Program Guidelines or as the Minister may advise from time to time, and/or as the Service Manager and/or its delivery agent may establish.

APPENDIX “D”

APPENDIX "D" - QUARTERLY REPORT

Allocation: \$

COMMITMENTS - Agreements

One Agreement # must be entered for each recipient (e.g. entitlement notice)

If a recipient stops receiving a housing allowance assistance, please indicate in the Withdrawn column

| Year 1 | | | | | |
|--------------------|-------------------|----------------------------------|------------|-----------------|----------------|
| Client Agreement # | Date of Agreement | FSA (first 3 digits postal code) | Start Date | Monthly Subsidy | Withdrawn Date |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | | 0 | | | |

| Year 2 | | | | | |
|--------------------|-------------------|----------------------------------|------------|-----------------|----------------|
| Client Agreement # | Date of Agreement | FSA (first 3 digits postal code) | Start Date | Monthly Subsidy | Withdrawn Date |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | | 0 | | | |

QUARTERLY UPDATE - Actual Payments and Recipients Assisted

Please complete the chart below each quarter to report on payment of funds and number of recipients assisted

| Highest # Recipients Assisted Current Quarter | Payments to Recipients Current Quarter |
|--|---|
| | |

I certify to the best of my knowledge that the information provided above is true and correct

| | | | |
|-----------------|-------------|--------------|------------------|
| | Name | Title | Signature |
| Prepared by: | | | |
| Approved by | | | |
| Date Submitted: | | | |

| APPENDIX "E" - CASH FLOW DOCUMENTATION Anti-Human Trafficking Community Supports Fund Operating Component - Year 1 Cash Flow Statement for Operating Commitments | |
|---|---|
| Service Manager | |
| Anti-Human Trafficking Operating Component Allocation - Year 1: \$0.00 | |
| Period | Total - Operating Component |
| Fiscal years | Proposed Expenditures by Year |
| 2017-2018 | \$0.00 |
| 2018-2019 | \$0.00 |
| 2019-2020 | \$0.00 |
| 2020-2021 | \$0.00 |
| 2021-2022 | \$0.00 |
| 2022-2023 | \$0.00 |
| 2023-2024 | \$0.00 |
| Total to 2023-24 | \$0.00 |
| Variance (Year 1 Operating Component Allocation - Total Proposed Operating Component Expenditures) | \$0.00 |
| 2017-2018 | Forecast Expenditure by Quarter - Operating Component |
| Q1 (Apr – Jun) | |
| Q2 (Jul – Sep) | |
| Q3 (Oct – Dec) | |
| Q4 (Jan – Mar) | |
| Total for 2017-18 | \$0.00 |
| 2018-2019 | Forecast Expenditure by Quarter - Operating Component |
| Q1 (Apr – Jun) | |
| Q2 (Jul – Sep) | |
| Q3 (Oct – Dec) | |
| Q4 (Jan – Mar) | |
| Total for 2018-19 | \$0.00 |
| 2019-2020 | Forecast Expenditure by Quarter - Operating Component |
| Q1 (Apr – Jun) | |
| Q2 (Jul – Sep) | |
| Q3 (Oct – Dec) | |
| Q4 (Jan – Mar) | |
| Total for 2019-20 | \$0.00 |

| | | |
|--|--|----------------------|
| 2020-2021 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2020-21 | \$0.00 | |
| 2021-2022 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2021-22 | \$0.00 | |
| 2022-2023 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2022-23 | \$0.00 | |
| 2023-2024 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2023-24 | \$0.00 | |
| Notes | | |
| Enter "Forecast Expenditure by Quarter - Operating Component" columns. | | |
| | | |
| Service Manager/ DSSAB | | |
| Signature | | Name/Position |
| | | Date |
| | | |

| Anti-Human Trafficking Community Supports Fund | |
|---|---|
| Operating Component - Year 2 Cash Flow Statement for Operating Commitments | |
| Service Manager | |
| Anti-Human Trafficking Operating Component Allocation - Year 2: \$0.00 | |
| Period | Total - Operating Component |
| Fiscal years | Proposed Expenditures by Year |
| 2018-2019 | \$0.00 |
| 2019-2020 | \$0.00 |
| 2020-2021 | \$0.00 |
| 2021-2022 | \$0.00 |
| 2022-2023 | \$0.00 |
| 2023-2024 | \$0.00 |
| Total to 2023-24 | \$0.00 |
| Variance (Year 2 Operating Component Allocation - Total Proposed Operating Component Expenditures) | \$0.00 |
| 2018-2019 | Forecast Expenditure by Quarter - Operating Component |
| Q1 (Apr – Jun) | |
| Q2 (Jul – Sep) | |
| Q3 (Oct – Dec) | |
| Q4 (Jan – Mar) | |
| Total for 2018-19 | \$0.00 |
| 2019-2020 | Forecast Expenditure by Quarter - Operating Component |
| Q1 (Apr – Jun) | |
| Q2 (Jul – Sep) | |
| Q3 (Oct – Dec) | |
| Q4 (Jan – Mar) | |
| Total for 2019-20 | \$0.00 |
| 2020-2021 | Forecast Expenditure by Quarter - Operating Component |
| Q1 (Apr – Jun) | |
| Q2 (Jul – Sep) | |
| Q3 (Oct – Dec) | |
| Q4 (Jan – Mar) | |
| Total for 2020-21 | \$0.00 |

| | | |
|--|--|-------------|
| 2021-2022 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2021-22 | \$0.00 | |
| | | |
| 2022-2023 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2022-23 | \$0.00 | |
| | | |
| 2023-2024 | Forecast Expenditure by Quarter - Operating Component | |
| Q1 (Apr – Jun) | | |
| Q2 (Jul – Sep) | | |
| Q3 (Oct – Dec) | | |
| Q4 (Jan – Mar) | | |
| Total for 2023-24 | \$0.00 | |
| | | |
| Notes | | |
| Enter "Forecast Expenditure by Quarter - Operating Component" columns. | | |
| | | |
| Service Manager/ DSSAB | | |
| | | |
| Signature | Name/Position | Date |
| | | |

SCHEDULE “E”

FRENCH LANGUAGE SERVICES REPORT

Service Manager:

Service Manager

Address:

Service Manager

Contact:

Name:

Telephone:

Email:

This report and the attached Appendix “A” confirms that the **[Insert Service Manager Name]** is providing services under the Anti-Human Trafficking – Community Fund (the “Program”) and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* (“FLSA”).

The **[Insert Service Manager Name]** confirms that it is:

- a) providing Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

**APPENDIX “A”
(to the French Language Services Report)**

As a Service Manager providing services under the Anti-Human Trafficking – Community Fund (the “Program”) and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Appendix “B”.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under the Anti-Human Trafficking – Community Fund (the “Program”) in an office (or the office of a sub-contractor) that is located in or services a designated area.

- ☐ Signage and visibility of available services in French
- ☐ Over-the-counter services are available in French
- ☐ Written correspondence and telephone service are available in French
- ☐ Translation of written material produced for public use is available in French
- ☐ Other _____ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

APPENDIX “B”
(to the French Language Services Report)

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

| Service Manager | Designated Area(s) |
|---|--|
| City of Toronto | All |
| Central Region | |
| Regional Municipality of Peel | City of Mississauga; City of Brampton |
| Regional Municipality of York | City of Markham |
| County of Simcoe | Town of Penetanguishene, Townships of Tiny and Essa |
| Eastern Region | |
| City of Cornwall | County of Glengarry, Township of Winchester, County of Stormont |
| City of Kingston | City of Kingston |
| City of Ottawa | All |
| United Counties of Prescott and Russell | County of Prescott; County of Russell |
| County of Renfrew | City of Pembroke, Townships of Stafford and Westmeath |
| Western Region | |
| Municipality of Chatham-Kent | Town of Tilbury; Townships of Dover and Tilbury East |
| City of Hamilton | All of the City of Hamilton as it existed on December 31, 2000 |
| City of London | City of London |
| Regional Municipality of Niagara | City of Port Colborne; City of Welland |
| City of Windsor | City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester |
| Northeast Region | |
| Algoma District Services Administration Board | District of Algoma |
| Cochrane District Social Services Administration Board | All |
| City of Greater Sudbury | All |
| Manitoulin-Sudbury District Services Board | District of Sudbury |
| District of Nipissing Social Services Administration Board | District of Nipissing |
| District of Parry Sound Social Services Administration Board | Municipality of Callander |
| District of Sault Ste. Marie Social Services Administration Board | The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board |
| District of Timiskaming Social Services Administration Board | All |
| Northwest Region | |
| Kenora District Services Board | Township of Ignace |
| District of Thunder Bay Social Services Administration Board | Towns of Geraldton, Longlac and Marathon, Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay |

SCHEDULE “F”
COMMUNICATIONS PROTOCOL REQUIREMENTS

Excerpt from 2016 SIF IAH Agreement:

MMAH agrees to give public recognition of CMHC’s role in providing financial assistance under this 2016 SIF Agreement, including recognizing Canada’s contribution in respect of the Social Infrastructure economic growth funding. This may include items such as branding (e.g. Social Infrastructure Fund, etc.) and signage.

Excerpt from CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014:

(see next page)

SCHEDULE G
COMMUNICATIONS PROTOCOL
(Paragraph 11.1 of the Original Agreement)

G.1 GENERAL

- G.1.1 CMHC and MMAH (the “Parties”) agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and timely communications with the public through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the applicant.
- G.1.2 CMHC and MMAH agree that all communications activities and products related to this Agreement, any Programs and any Projects shall recognize equally, refer to equally and give equal prominence and priority to the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing”. Without limiting the generality of the proceeding sentence, this paragraph applies to all provisions of this Schedule.
- G.1.3 All public information material in relation to this Agreement shall be prepared jointly.
- G.1.4 Subject to G.1.2, both Parties agree to adhere to government visibility requirements. They will be provided by CMHC and MMAH Communications Branch as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage.

G.2 JOINT COMMITTEE

- G.2.1 There shall be a Joint Committee of senior CMHC and MMAH officials responsible for the implementation of the Communications Protocol. The Joint Committee is a forum for sharing information on Investment in Affordable Housing 2011-2014 Projects and Programs, planning and approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.
- G.2.2 The Joint Committee will continue to exist and operated for as long as necessary to meet the requirements of this Agreement.
- G.2.3 The Joint Committee will consist of two members appointed by CMHC and two members appointed by MMAH.
- G.2.4 The Joint Committee will be headed by two Co-chairs. CMHC will appoint one of its two members as the CMHC Co-chair and MMAH will appoint one of its two members as the MMAH Co-chair.
- G.2.5 The Joint Committee will meet at least twice year.

G.3 COMMUNICATION WITH APPLICANTS AND OTHERS

- G.3.1 MMAH will provide the CMHC co-chair with information on each Project application which has been approved five business days before any communication of the approval to the applicant or others.
- G.3.2 All Project and Recipient approval notifications in a form acceptable to both parties shall identify the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” as sources of funding, under the “Investment in Affordable Housing 2011-2014.

- G.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded by the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” pursuant of this Agreement.

G.4 COMMUNICATION WITH THE PUBLIC

Public Information Products

- G.4.1 The Parties may develop information kits, brochures, public reports, and web site material, recognizing the joint funding, to inform potential applicants and the public about the Investment in Affordable Housing 2011-2014 and the Programs.

News Releases

- G.4.2 A joint news release shall be issued when this Agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release of each approved Project or group of Projects or Recipients (without disclosing personal information), in which each Party will have equal importance. A news release may include quotations from a federal and a provincial official, other contributors and the applicant. The Parties must agree on these quotations. The Parties shall agree on the timing of the news release.
- G.4.3 The Parties shall co-operate in organizing press conferences, announcements and official ceremonies. The Parties will agree on the message and public statements at such events. The Parties shall agree if, when and where special ceremonies and events will be held. Neither Party, nor any municipality, applicant or contributor shall make any public announcement for a Project or Recipient, without first securing the agreement of the other Party. A Party must be informed of a proposed joint event at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the other Party agrees to the event.
- G.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least 20 working days of such a press conference, public announcement or joint event, which shall not be presented by one Party to another as final. The CMHC and Ontario Ministers or their designated representatives and each Party may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.
- G.4.5 The signing of this Agreement shall be the subject of an official ceremony
- G.4.6 The Parties shall work together to organize such announcements and official ceremonies, and shall follow a mutually agreed upon order precedence. The Parties should jointly agree on the message and public statements at such events.

Signage

- G.4.7 MMAH shall ensure that the applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The signage shall indicate that it is a Government of Canada – CMHC and Government of Ontario – MMAH (and municipal as applicable) Investment in Affordable Housing 2011-2014 Project, bear a message approved by each Party, and remain in place throughout the construction period.
- G.4.8 MMAH shall provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription.
- G.4.9 Design, wording and specifications of signs and plaques shall reflect the equal participation of the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” and must be

approved by both Parties. Signs and plaques shall have appropriate spaces indicating participation by the municipality and the applicant, if requested.

- G.4.10 The Parties shall issue specifications for signs and plaques and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.

Advertising

- G.4.11 Either Party may organize an advertising or public information campaign, recognizing the joint funding, related to the Investment in Affordable Housing 2011-2014 and the Programs. However, it must inform the other Party of the contents of the campaign's message at least 30 days before it is launched.

Payments

- G.4.12 All payments to approved applicants or others pursuant to or related to this Agreement will identify the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" as sources of funding, under the "Investment in Affordable Housing 2011-2014".

G.5 COSTS

- G.5.1 The Joint Committee shall approved an annual communication plan and budget.
- G.5.2 Costs associated with the development and delivery of communications products and activities in the approved communications plan and budget are eligible costs under this Agreement. This would apply to cost incurred by either party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization of special events, as established by both Parties.

G.6 MUNICIPALITIES

- G.6.1 "Municipal and "municipality" include public bodies designated by MMAH as the local functionary for Programs.

SCHEDULE “G”

PROGRAM GUIDELINES

Introduction

The Ministry of Housing (MHO) is providing funding under the 2016 Social Infrastructure Fund - Investment in Affordable Housing (SIF-IAH) program for eligible proposals under the Anti-Human Trafficking Community Supports Fund (CSF) that will provide dedicated affordable housing for survivors of human trafficking.

The SIF-IAH program is a joint initiative between MHO and the Canada Mortgage and Housing Corporation (CMHC) with the objective of improving access to affordable housing that is safe, sound, suitable, and sustainable for households across Ontario. Program requirements – including program design, administration and delivery, payment of funding, financial provisions, accountability, and communications – are set out in the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2015 and subsequent supplementary agreements.

SIF-IAH funding provided under the CSF can be delivered under two components:

1. Rental Housing Component
 - Construction and/or acquisition and rehabilitation/repurposing of buildings/housing spaces for supportive and/or transitional housing
2. Operating Component
 - Funding for rent supplements and/or housing allowances to assist with the shelter costs of survivors of human trafficking.

Anti-Human Trafficking Community Supports Fund Program Objectives

The CSF supports the two overarching outcomes of the Long-Term Affordable Housing Strategy:

- Decreased number of people who are homeless; and
- Increased number of households achieving housing stability.

The objectives of the CSF include:

- Supporting an effective and coordinated service delivery network that is better equipped to provide responsive, sustainable and comprehensive care for survivors of human trafficking;
- Increasing effective, culturally and linguistically relevant, holistic, and trauma-informed services and care that improve the short and long-term safety and well-being of survivors of human trafficking;
- Building capacity of organizations to better meet the needs of their communities; and
- Supporting evidence-informed programs/approaches that demonstrate improved outcomes for survivors of human trafficking.

The CSF supports initiatives that address the following needs/service gaps:

- Improve the availability of services through wraparound models which incorporate key supports, including transitional and/or longer-term supportive housing options; and
- Support and improve the safe transition of persons at risk from provincially funded institutions and service systems (child welfare, youth justice, domestic violence shelters, etc.) to appropriate services e.g. longer-term housing.

Scope of the Guidelines

The Program Guidelines describe the eligible program components for housing initiatives under the CSF. Please note that the Program Guidelines may be updated on an ‘as needed’ basis and changes will be communicated to Service Managers (SMs).

Role of the Service Manager

Service Managers are responsible for:

- Entering into a Transfer Payment Agreement with the Minister for the CSF;
- Providing a letter of support for projects for Ministry approval;
- Entering into funding agreements with housing proponents/landlords/clients;
- Advancing payments to proponents, housing providers, or clients based on agreed upon milestones;
- Monitoring projects to ensure timely completion and occupancy;
- Fulfilling reporting requirements as per the Transfer Payment Agreement;
- Adhering to indemnification provisions as per the Transfer Payment Agreement; and
- Preventing and resolving issues for projects that encounter difficulties.

Transfer Payment Agreement

SMs must enter into a Transfer Payment Agreement with the Minister to deliver housing initiatives under the CSF. The Transfer Payment Agreement contains an accountability framework between the Minister and SMs and outlines the roles and responsibilities of the SM.

The Transfer Payment Agreement outlines:

- Financial provisions (i.e. administration fees, payment claims and financial accountability);
- Eligibility criteria;
- Indemnification and repayment provisions;
- Risk management protocols for projects facing difficulties;
- Reporting, auditing and other accountability enforcement provisions; and
- Other requirements (e.g. French Language Services).

Transfer Payment Agreements should be signed no later than February 28, 2018.

French Language Services

SMs providing a service to the public in connection with the housing initiatives under the CSF and that have an office (including the offices of sub-contractors) located in or serving a designated area must:

- Ensure services are provided in French; and
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with the CSF are available in French.

The list of designated areas can be found in Appendix B.

SMs serving a designated area are required to complete and submit a French Language Services Report to the Ministry confirming that the SM is providing the requisite French language services. The report must be signed and submitted to the Ministry at the time of signing the Transfer Payment Agreement.

SMs are also required to submit annual French Language Services Reports confirming their continued compliance with the French language services requirements, by July 15th of each year.

Communications Protocol

SMs delivering housing initiatives under the CSF must agree to adhere to the CMHC-Ontario Agreement for Investment in Affordable Housing (2011-14) Communications Protocol. This is to ensure open, transparent, effective and proactive communications with citizens through ongoing public information activities that recognize the contributions of each party. This approach is consistent with the guiding principles established in the Memorandum of Understanding (MOU) signed by the federal and provincial governments, the Association of Municipalities of Ontario (AMO), and the City of Toronto on August 31, 2005.

Important Dates

| Date | Description |
|-------------------|---|
| February 28, 2018 | Last day to enter into Transfer Payment Agreement with the Minister. |
| March 16, 2018 | Last day for 2017/18 funding allocations to be committed under the CSF. Ministry begins reallocation process for uncommitted 2017/18 funding. |
| January 31, 2019 | Last day for 2018/19 funding allocations to be committed under the Rental Housing component of the CSF. Ministry begins reallocation for uncommitted 2018/19 funding. |
| March 31, 2019 | Housing initiatives under the CSF end. No further funding commitments can be made. |
| March 31, 2021 | Final deadline for disbursement of CSF Rental Housing component funding to projects. |
| March 31, 2024 | Final deadline for disbursement of CSF funding to landlords/clients under the Operating component. |

Funding Commitments

- Rental Housing Component

Rental Housing component funding allocations must be committed by January 31st of each program year.

- Operating Component

Allocations for the Operating component will be committed at the beginning of each program year through a letter from the Ministry based on planned commitments. Expenditures must begin in that program year and in accordance with the cash flow projections. SMs are required to report on program take-up through their quarterly updates. The Ministry will provide quarterly payments, based on cash flow projections and actual expenditures.

Re-allocation

Under the capital components, all annual funding allocations must be committed to projects within specified timelines in each program year; otherwise, the outstanding funding allocation may be reallocated.

Administration Fees

Five Per Cent (5%) of the CSF notional allocation awarded in the Service Manager's service area will be provided to the Service Manager to offset a portion of the costs incurred by the Service Manager associated with the administration of the CFF.

Reporting

SM reporting consists of updating and submitting reports with SM progress on a quarterly basis and completing reports specific to each program component as described in their respective sections of the Transfer Payment Agreement.

It is expected that all component-specific reports will be completed and submitted through the Ministry's Grants Ontario System (GOS).

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the 2016 Social Infrastructure Fund Agreement and other established program requirements.

Stacking Provisions

The following stacking provisions are **not allowed** for housing initiatives under the CSF:

- Funding under different streams of the IAH/SIF Operating component cannot be combined.
Example: A unit receiving funding under the Rent Supplement stream cannot also house a rental household receiving funding under the Housing Allowance stream.
- Capital funding must NOT be applied to social housing projects/units as defined under the *Housing Services Act, 2011* (e.g. demolition and replacement or repair of existing social housing units)
Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible (see "Rental Housing Component" for more details).

The following stacking provisions **are allowed** for the CSF:

- Rental Housing component funding may be combined with Operating component funding for the same units.
Example: A project may receive Rental Housing funding to create 5 units; the SM may use Rent Supplement funding for those 5 units to provide deeper affordability.

Rental Housing Component

The Rental Housing component will:

- Increase the supply of rental housing for survivors of human trafficking who are on, or eligible to be on, social housing waiting lists; and
- Ensure that safe, adequate and affordable rental housing is available to survivors of human trafficking.

Eligibility Criteria - Projects

Eligible projects must be one of the following:

- New construction, including additions and extensions;
- Acquisition and, where required, rehabilitation of existing residential buildings to maintain or increase the affordable rental housing stock; or
- Conversion of non-residential buildings or units to purpose-built rental buildings/units.

Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible, provided that the appropriate ministerial or SM consent, as applicable, is obtained as per the *Housing Services Act, 2011*.

Projects that are **not eligible** include:

- Secondary suites in owner-occupied housing;
- Nursing and retirement homes;
- Social housing projects/units that receive ongoing federal and/or provincial subsidies (e.g. demolition and replacement of existing social housing units);
- Shelters and crisis care facilities;
- Owner-occupied housing; or
- Student residences.

Eligibility Criteria – Units

Units must be modest in size with amenities relative to other housing in the community.

SMs may establish size and amenity requirements. If SMs do not set size requirements, the following provincial average size requirements should be used as a guideline for new construction projects.

| Unit Type | Bachelor | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|--|---------------------|---------------------|---------------------|----------------------|----------------------|
| <i>Apartment</i> | 41.8 m ² | 60.4 m ² | 79.0 m ² | 92.9 m ² | 111.5 m ² |
| <i>Townhouse (Row houses)</i> | N/A | 65.0 m ² | 83.6 m ² | 102.2 m ² | 120.8 m ² |

Congregate living buildings (rooms with shared living spaces) are also eligible for program funding.

Project Submission Process

The Provincial Anti-Human Trafficking Coordination Office at the Ministry of Community and Social Services (MCSS) issued a Call for Applications to invite eligible organizations to submit applications for funding under CSF.

All project information for housing projects recommended for funding approval through the Call for Applications process must be submitted by Service Managers through the Grants Ontario System (GOS) along with additional project background information such as that contained in Council/board reports (if applicable).

Project Approval Process

Following a recommendation of funding and the receipt of project information from the Service Manager through GOS, a project that is approved will receive a Conditional Letter of Commitment (CLC) from the Ministry, which confirms Ministry approval and outlines the steps to take prior to signing a Contribution Agreement (CA).

The CA shall describe legal obligations and reporting requirements for the project. SMs are required to enter into CAs directly with proponents.

As funding allocations must be committed for each year of the program, the deadline to execute CAs is January 31st of each program year to allow time for re-allocation of funds if necessary. SMs that have not signed a CA or have not begun construction by the required dates may have their funding re-allocated.

Funding

Funding for the Rental Housing component is provided as a forgivable capital loan that is available during the construction phase of the project. The CSF Rental Housing component will fund up to \$150,000 per unit.

Payment Process

The Ministry will advance funding directly to SMs, who will be responsible for making project payments to housing proponents. SMs will advance funds to proponents based on the completion of construction milestones and compliance with the program requirements.

Funding will be advanced to SMs in three instalments:

- 50% at signing of CA, registration of security, 1st available building permit, and construction start;

- 40% at completion of structural framing for new construction or fifty percent completion for acquisition and rehabilitation projects; and
- 10% at confirmation of occupancy, submission of Initial Occupancy Report and submission of an updated capital cost statement in a form acceptable to the Ministry.

SMs must also obtain and submit to the Ministry an audited capital cost statement within six months following the initial occupancy date of projects, or such additional time acceptable to the Ministry.

The Ministry may consider accelerated payments for projects sponsored by non-profit proponents on a case-by-case basis.

SMs will be required to submit signed payment checklists and documentation in GOS when requesting each payment.

All final payments (10% at confirmation of occupancy) are required to be made within two years of signing the Contribution Agreement, but in any event not later than March 31, 2020. SMs are required to ensure that all projects are completed and request the final payment prior to this deadline.

Affordability Criteria and Rents

Projects approved under the Rental Housing component must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80% of CMHC Average Market Rent (AMR) at the time of occupancy. Average rent is calculated using actual rents paid by tenants and any rent supplements provided by the Service Manager.

While individual unit rents may be set above or below the 80% threshold, in no instance shall a CSF-funded unit have a rent that is greater than the CMHC AMR for the area.

If CMHC AMRs are not available for certain communities, or in instances where in the opinion of SMs the CMHC AMRs do not reflect the actual AMRs in the local market area, SMs may request an alternate AMR by submitting a business case, including a local market rent survey, for the Ministry's consideration.

Projects may include both CSF and market units, but only units with rents that meet affordability requirements will receive CSF funding.

If rent supplements are used for CSF-funded units to provide deeper affordability for tenants, the Service Manager shall ensure that total rent received by a proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100% of CMHC Average Market Rent. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

Rent increases after initial occupancy must be made in accordance with rules established in the *Residential Tenancies Act* (RTA). In addition, rental housing projects are subject to the terms and conditions in the Transfer Payment Agreement. The Transfer Payment Agreement states that rent increases follow the RTA rent increase guidelines, but average rent must still remain at or below 80% of CMHC AMR.

The Ministry updates AMR rent level information on its website annually at www.mah.gov.on.ca.

General Program Requirements

The following general program requirements apply to projects approved under the Rental Housing component:

- Projects must start construction within three months of signing a CA;

- Projects that do not start construction within three months of signing a CA may have CSF program funding withdrawn and re-allocated;
- Written confirmation of construction start must be provided to the Ministry;
- Site inspections will be conducted at the discretion of the Ministry; and
- Projects must complete construction within two years of signing a CA.

Contributions by Others

SMs and proponents are encouraged to provide additional contributions in order to increase the financial viability of the project and/or to provide deeper affordability.

Contributions by SMs may include: waiving or reducing development charges; planning approvals application fees; building permit fees; and full property tax exemptions, as well as contributions of municipal grants, and municipally-owned land.

Contributions by proponents may include: land or cash; including that from fundraising and donations.

Energy Efficiency

The Ministry encourages the use of energy efficient features in building design and ENERGYSTAR-rated products should be used when available.

Suite Meters

As of January 1, 2011, it is mandatory that suite meters be installed in all new social and affordable housing units.

The *Energy Consumer Protection Act, 2010* and Ontario Regulation 389/10 set out the rules for suite meter installation. For further information, please contact **the Ontario Energy Board's (OEB) Consumer Relations Centre at 1-877-632-2727 or 416-314-2455, or go to www.ontarioenergyboard.ca**

Please note that although suite meters are required to be installed, the decision to bill tenants directly as a result of suite metering will be at the discretion of each housing provider.

Indemnification and Repayment

There are obligations for all CSF parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment Agreement.

The Ministry has developed the Affordable Housing Program and Investment in Affordable Housing Risk Mitigation Strategies Guide (2012) that provides best practices and clarification on preventing and resolving issues with affordable housing projects that may experience difficulties. The Guide can be found at: <http://www.mah.gov.on.ca/Asset9886.aspx>.

In cases where a CSF project encounters difficulties, the risk mitigation strategies outlined in the Guide may assist proponents and SMs.

Reporting

SMs are also required to complete an Initial Occupancy Report and Annual Occupancy Report once projects are completed and occupied.

In addition, SMs are required to obtain from the proponents and forward to the Ministry an audited capital cost statement within six months following the initial occupancy date, or such additional time acceptable to the Ministry.

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing Program Agreement, the Supplementary Agreement No. 1, the 2016 Social Infrastructure Fund Agreement and other established program requirements. All reports and updates are to be submitted through GOS, where possible.

Operating Component

The objective of the Operating component is to address affordability issues of survivors of human trafficking in modest rental units across the province.

The Operating component consists of two streams:

- Rent Supplement; and
- Housing Allowance.

A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. SMs have discretion to allow Housing Allowance payments to be made directly to landlords on their clients' behalf where they deem it appropriate and where the recipients have chosen this approach and provided written direction and consent.

Funding Allocations

Allocations will be committed at the beginning of each program year through a letter from the Ministry based on the planned commitments. SMs are required to demonstrate program take-up through quarterly updates. SMs may contribute their own funding to the Operating component.

Reporting

SMs are required to break down their Operating component funding by streams and indicate the length of each stream, as well as subsidy levels and estimated number of units/households. They may extend funding for their clients up to March 31, 2024.

CSF reporting consists of submitting Cash-Flow Documentation, and updates on progress through Quarterly Reports. Reports will be completed and submitted through the Grants Ontario System (GOS).

For the Quarterly Report, SMs are required to track spending and client numbers separately for each stream. Quarterly Reports must include, in the case of the Rent Supplement stream, the number of occupied units, and in the case of the Housing Allowance stream, the number of eligible survivors of human trafficking.

SMs are also required to track the following information:

- Landlord agreements and agreements with third-party delivery agencies; and
- Approved client applications.

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the Supplementary Agreement No. 1, the 2016 Social Infrastructure Fund Agreement, the Transfer Payment Agreement, and other established program parameters.

Payment Process

The Ministry will provide quarterly payments based on annual cash flow statements and actual expenditures.

Generally, payments to SMs are made on or near the first day of every quarter of the program year in advance for the upcoming quarter. However, fourth quarter payments are made on or near January 20th, instead of the first day of the quarter to allow time for payment reconciliation.

Funds are transferred electronically to SMs. SMs must ensure that the Ministry has their latest banking information to receive these funds.

SMs advance monthly payments to landlords upon the signing of landlord agreements and updated unit occupancy figures. Under the Housing Allowance stream, SMs pay households directly.

Client Eligibility

To be eligible for the Operating component funding, households must be on, or be eligible to be on, social housing waiting lists and have household incomes that do not exceed the applicable Household Income Limits (HILs) in the annually amended Ontario Regulation 370/11 under the *Housing Services Act, 2011*.

Households in receipt of social housing rent-geared-to-income (RGI) subsidy or payments under any other rent support programs are not eligible.

For the purposes of the Operating component, “household” is defined as any family unit or single individual renting either a self-contained unit or a room in shared accommodation.

A rental unit or its occupants can receive only one type of subsidy, either under the Rent Supplement or Housing Allowance stream. In addition, a rental unit can receive only one Rent Supplement subsidy. A household can receive only one Housing Allowance subsidy; that is, two or more members of a household cannot each receive a subsidy under the Housing Allowance stream.

Household Income Limits

If SMs are of the opinion that Household Income Limits (HILs) in the annually amended Ontario Regulation 370/11 under the *Housing Services Act, 2011* are too low and do not correlate with CMHC’s Average Market Rents (AMRs) for their areas, they can submit a written request through their Ministry contacts (see Appendix A), for modifications to their HILs.

Unit Eligibility

Self-contained units and congregate living arrangements are both eligible for funding.

Units may be in private buildings or in non-profit or co-operative projects and must be modest (at or below average market rent) and in a satisfactory state of repair. However, only market rent units in social housing developments are eligible, as program funding cannot be combined with rent-geared-to-income (RGI) assistance.

Units must meet local occupancy standards. SMs must establish local occupancy standards and include them in program information available to the public.

Average Market Rents

The Ministry updates AMR information on its website annually.

If CMHC AMRs are not available in certain communities, or if SMs are of the opinion that CMHC AMRs do not reflect the actual AMRs in the local market area, they may request an alternate AMR by submitting a business case, including a local market rent survey, for the Ministry’s consideration.

Each SM is responsible for defining what expenses are to be included in monthly rent for the purposes of the program and for ensuring that the monthly rent does not exceed local AMR.

If Operating component funding is used for units funded under the CSF Rental Housing component to provide deeper affordability for tenants, the SM must ensure that the total rent received by a Rental

Housing proponent, including rent from the household and Operating component funding from the SM or other party, shall not exceed CMHC's AMR.

Initial Income Testing

SMs must establish a clear set of rules to determine whether the applicant's household income is at, or below, HILs. These rules must be in writing and available to the public.

Income Testing / Continued Affordability

SMs must conduct annual income testing of households to ensure continued eligibility for the Operating component, but may exempt specific types of households. SMs are solely responsible for establishing the necessary rules, forms and procedures to meet this requirement.

Appendix A – Ministry Contacts

Municipal Services Office – Central

777 Bay Street, 12th Floor
Toronto, ON M5G 2E5
General Inquiry: 416-585-6226
Toll Free: 1-800-668-0230
Fax: 416-585-6882

Contact: Ian Russell, Team Lead, Regional Housing Services
Tel: 416-585-6965
Email: ian.russell@ontario.ca

Serving: Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, York

Municipal Services Office – Eastern

8 Estate Lane, Rockwood House
Kingston, ON K7M 9A8
General Inquiry: 613-545-2100
Toll Free: 1-800-267-9438
Fax: 613-548-6822

Contact: Mila Kolokolnikova, Team Lead, Regional Housing Services
Tel: 613-545-2123
Email: mila.kolokolnikova@ontario.ca

Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, Renfrew

Municipal Services Office – Western

659 Exeter Road, 2nd Floor
London, ON N6E 1L3
General Inquiry: 519-873-4020
Toll Free: 1-800-265-4736
Fax: 519-873-4018

Contact: Tony Brutto, Team Lead, Regional Housing Services
Tel: 519-873-4032
Email: tony.brutto@ontario.ca

Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, Windsor

Municipal Services Office – Northeastern

159 Cedar Street, Suite 401
Sudbury, ON P3E 6A5
General Inquiry: 705-564-0120
Toll Free: 1-800-461-1193
Fax: 705-564-6863

Contact: Cindy Couillard, Team Lead, Regional Housing Services
Tel: 705-564-6808
Email: cindy.couillard@ontario.ca

Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, Timiskaming

Municipal Services Office – Northwestern

435 James Street, Suite 223
Thunder Bay, ON P7E 6S7
General Inquiry: 807-475-1651
Toll Free: 1-800-465-5027
Fax: 807-475-1196

Contact: Peter Boban, Team Lead, Regional Housing Services
Tel: 807-473-3017
Email: peter.boban@ontario.ca

Serving: Kenora, Rainy River, Thunder Bay

Housing Programs Branch - Toronto

777 Bay Street, 14th Floor
Toronto, ON M5G 2E5
Fax: 416-585-7003

Contact: Walter Battello, Account Manager, Regional Services Delivery Unit
Tel: 416-585-6480
Email: walter.battello@ontario.ca

Serving: Toronto

Appendix B – List of Designated Areas under the French Language Services Act

| Service Manager | Designated Area(s) |
|---|--|
| City of Toronto | All |
| Central Region | |
| City of Hamilton | All of the City of Hamilton as it existed on December 31, 2000 |
| Regional Municipality of Niagara | City of Port Colborne; City of Welland |
| Regional Municipality of Peel | City of Mississauga; City of Brampton |
| Regional Municipality of York | City of Markham |
| County of Simcoe | Town of Penetanguishene; Townships of Tiny and Essa |
| Eastern Region | |
| City of Cornwall | County of Glengarry; Township of Winchester; County of Stormont |
| City of Kingston | City of Kingston |
| City of Ottawa | All |
| United Counties of Prescott and Russell | County of Prescott; County of Russell |
| County of Renfrew | City of Pembroke; Townships of Stafford and Westmeath |
| Western Region | |
| Municipality of Chatham-Kent | Town of Tilbury; Townships of Dover and Tilbury East |
| City of London | City of London |
| City of Windsor | City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester |
| Northeast Region | |
| Algoma District Services Administration Board | District of Algoma |
| Cochrane District Social Services Administration Board | All |
| City of Greater Sudbury | All |
| Manitoulin-Sudbury District Services Board | District of Sudbury |
| District of Nipissing Social Services Administration Board | District of Nipissing |
| District of Parry Sound Social Services Administration Board | Municipality of Callander |
| District of Sault Ste. Marie Social Services Administration Board | The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board |
| District of Timiskaming Social Services Administration Board | All |
| Northwest Region | |
| Kenora District Services Board | Township of Ignace |
| District of Thunder Bay Social Services Administration Board | Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay |

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| TO: | CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 20, 2018 |
| FROM: | SCOTT STAFFORD MANAGING DIRECTOR OF PARKS & RECREATION |
| SUBJECT: | MUNICIPAL GOLF – AGREEMENT WITH ULTIMATE GOLF CLUB INC. (formerly LONDON GOLF CLUB) |

| |
|----------------|
| RECOMMENDATION |
|----------------|

That, on the recommendation of the Managing Director of Parks & Recreation, the following actions **BE TAKEN** with respect to the use of third party re-sellers to assist with revenue generation for the London Municipal Golf System:

- a) the attached Proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council Meeting on March 27, 2018 to:
 - i. **TO APPROVE** the attached agreement (Schedule 1) between the City of London and Ultimate Golf Club Inc. for the purchase of blocks of 1850 transferable daily golf spots for use by members of the Ultimate Golf Club Inc. at the Municipal Golf Courses during restricted days and times during the 2018 playing season at a price of \$50,000 plus applicable tax per 1850 daily golf spots; and
 - ii. **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement
- b) That the Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this matter.

| |
|---|
| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
|---|

- Community Services Committee
December 19, 2011 Municipal Golf – Use of Third Party Re-Sellers of T-Times
- Community & Neighbourhood Committee
November 1, 2011 London’s Municipal Golf System 2011 Financial Performance Update and 2012 Business Plan Recommendation
- Community and Protective Services Committee
2012-2017 Annual Review - Municipal Golf Agreement with Ultimate Golf Club Inc. (formerly London Golf Club)

| |
|------------|
| BACKGROUND |
|------------|

The current arrangement with Ultimate Golf Club has been a positive, successful venture for the City of London.

Administration has been asked by Ultimate Golf Club Inc. to maintain the agreement for 2018 with the same terms and conditions as the 2017 agreement. Previously, each year the agreement had been adjusted to better reflect actual usage and market demand. The 2017 agreement guaranteed greater revenue while moderately reducing the per round rate in the fall season.

In keeping with the National Golf Course Owners Association (NGCOA) recommendations regarding resellers and previous advice from PwC the following principles still apply to the 2018 agreement:

Bill No.
2018

A By-law to authorize and approve an Agreement between Ultimate Golf Club Inc. and The Corporation of the City of London.

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:

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 Ultimate Golf Club Inc. and The Corporation of the City of London is authorized and approved.
2. The City Manager, and his or her written designates, and the Managing Director of Parks and Recreation, and his or her written designates, are severally delegated the authority to approve such further other documents, including further agreements with 3^d party golf re-sellers that are:
 - i) consistent with the requirements contained in the Agreement authorized and approved in 1 above;
 - ii) that do not require additional funding or are provided for in the City’s current budget; and,
 - iii) that do not increase the indebtedness or liabilities of The Corporation of the City of London.
3. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law and any other documents approved under section 2 of this by-law.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council _____, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second Reading -
Third Reading -



SCHEDULE "1"

AGREEMENT

THIS AGREEMENT dated the **5th** day of **April, 2018**, and effective as of the **15th** day of **April, 2018**

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "City")

-and-

ULTIMATE GOLF CLUB INC. (formerly LONDON GOLF CLUB INC.)
(hereinafter called the "Reseller")

WHEREAS the Reseller is a corporation duly incorporated pursuant to the laws of the Province of Ontario;

AND WHEREAS the Reseller purchases spots on tee-off times from various golf courses, and then resells the spots on tee-off times to the Reseller's members;

AND WHEREAS the Reseller allows the Reseller's members to reserve a golf club spot via its website, and to reserve a spot on the tee-off time directly with the golf course;

AND WHEREAS the City owns and operates 4 golf courses (Thames Valley Classic, Fanshawe Traditional, Fanshawe Quarry, and River Road ["City Golf Courses"]), offering various tee-off times with 4 spots per tee-off time;

AND WHEREAS the City wishes to maximize the usage of its City Golf Courses;

AND WHEREAS the Reseller has offered to: (i) pay the City a lump sum of \$50,000 plus applicable tax in exchange for a block of up to 1850 unused spots on tee-off times at City Golf Courses which it can then resell to the Reseller's members;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein, the parties hereto covenant and agree as follows:

1.0 DEFINITIONS:

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

- (a) **"City Representative"** means the person delegated the authority to represent the City for the purposes of this agreement.
- (b) **"Spot"** means one of four spots in a tee-time at a City Golf Course, and "Spots" shall have a corresponding meaning.

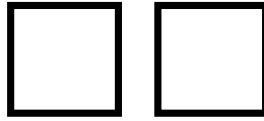
2.0 TERM:

2.1 Length of Term

The term of this Agreement shall commence April 15, 2018 and shall terminate on November 30, 2018, subject to earlier termination as provided for in this Agreement.

2.2 TERMINATION

2.2.1 The City may terminate this Agreement for any reason and at any time without liability, cost or penalty, upon giving written notice to the Reseller at least thirty (30) calendar days before the desired termination date.



2.2.2 The City, without liability, cost or penalty may terminate this Agreement immediately upon giving notice to the Reseller if:

- (a) in the sole discretion of the City Representative, the Reseller has breached any term, warranty, representation, condition or provision of this Agreement;
- (b) Bankruptcy:
 - (i) the Reseller is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and the regulations made thereunder; or,
 - (ii) a receiver or trustee of the Reseller's property and affairs is appointed; or,
 - (iii) the Reseller makes an assignment, proposal, compromise, or arrangement for the benefit of the creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) the City's Municipal Council ceases to own or operate the City's golf courses.

2.2.3 Where the City terminates this Agreement, the City shall return the lump sum paid by the Reseller for the term on a *pro rata* basis based on the number of unused Spots at \$23 plus tax per Spot.

3.0 OBLIGATIONS OF THE CITY:

3.1 Tee-times

- (a) The City shall reserve to the Reseller up to 8 Spots per day at City Golf Courses, from the start of the City's golf season to the end of the City's golf season, to a maximum of 1850 Spots at any one time, as follows and subject to the listed restrictions:
 - (i) Thames Valley Classic –
 - 8 Spots per day;
 - restriction: no Spots before 10:00 a.m.
 - restriction: no Spots on Wednesday.
 - (ii) Fanshawe Traditional –
 - 8 Spots per day;
 - restriction: no Spots before 10:00 a.m.
 - (iii) Fanshawe Quarry –
 - 8 Spots per day;
 - restriction: no Spots before 9:00 a.m.
 - (iv) River Road –
 - 8 Spots per day;
 - restriction: no Spots before 9:00 a.m.
- (b) The City's obligation to reserve the Spots to the Reseller is subject to the availability of such Spots at the time the Reseller member contacts the City to book the Spot.
- (c) The City shall not charge any green fees to a Reseller member who has booked a Spot directly with the City and who provides the City with their membership card and photographic identification.
- (d) The City may charge the Reseller member for any other services the Reseller member requests, including but not limited to golf cart rental, golf lessons, pull cart rentals, club storage, lockers, food and drink.

4.0 OBLIGATIONS OF THE RESELLER:

- 4.1 The Reseller shall pay the City \$10,000 plus tax on April 5th followed by 8 equal consecutive monthly installments of \$5000.00 (plus applicable taxes) on the 15th of each month beginning April 15, 2018 for the first 1850 Spots, whether or not all Spots are used.
- 4.2 After September 15, 2018 the Reseller may request the City to reserve individual Spots above and beyond the first 1850, and the Reseller shall pay the City a fee of \$23.00 (plus applicable taxes) per Spot.



- 4.3 The Reseller shall ensure it advises the Reseller's members to:
- (a) book a spot in a tee-time directly with the City; and
 - (b) carry the Reseller's membership card and photo identification when attending at the City Golf Course;
- otherwise the City's green fees as set out in its fees and charges by-law will be imposed on the Reseller member.
- 4.4 (a) The Reseller shall ensure the Reseller's members advise the Reseller that they will be reserving or have reserved a Spot at a City Golf Course.
- (b) The Reseller shall be responsible for any reservation of a Spot by a Reseller's member, including but not limited to:
- (i) in the event that the Reseller's member has not advised the Reseller of the reservation of a Spot at a City Golf Course; and
 - (ii) in the event that the Reseller's member has made a reservation of a Spot at a City Golf Course but cancels the reservation, and such reservation of a Spot shall be used in calculating the number of Spots available to the Reseller.
- 4.5 The Reseller shall ensure that any rate it advertises for its use of a City Golf Course is greater than the applicable golf course member fee set out in the City's Fees and Charges By-law.
- 4.6 The Reseller shall ensure that it does not use the names of the City Golf Courses for its own search engine optimization (SEO) without the prior written consent of the City Representative.
- 4.7 The Reseller shall ensure that it obtains the City's prior written consent prior to using the City's logo or other intellectual property of the City. The City retains the right to approve any marketing materials that refer to the City or the City Golf Courses or any other City facility, and such approval can be sought through the City Representative.
- 4.8 The Reseller shall ensure that it discloses to the City, in writing and in advance, all proposed links to any other website. The City may terminate the Agreement upon 30 days' notice, without penalty, if in its sole discretion it does not approve of some or all of the proposed links.
- 4.9 The Reseller shall fully disclose to the City any of the Reseller's programs that could leverage the City's golf course customers.
- 4.10 The Reseller shall not carry on any business or endeavour that would constitute an actionable nuisance.
- 4.11 (a) The Reseller agrees that it shall obey and observe all laws, by-laws and regulations of the City, the Province of Ontario and the Government of Canada.
- (b) The Reseller represents that its purchase and resale of Spots at City Golf Courses complies with all laws, by-laws and regulations of the City, the Province of Ontario and the Government of Canada.
- 5.0 INSURANCE:**
- 5.1 **Insurance.** The Reseller shall obtain and maintain during the term of this Agreement, at Reseller's sole expense:
- (a) general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the City as an additional insured with respect to Reseller's operations, acts and omissions relating to its obligations under this Agreement, such policy to include, personal injury, contractual liability, owners' and contractor's protective, contingent employers liability, cross liability and severability of interest clauses.
 - (b) comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Insurance Policy, or equivalent Fidelity Bond, in the amount of Fifty Thousand Dollars (\$50,000). The City shall be shown on the Policy as a named Obligee with respect to incidents affecting payment to the City as a result of losses from perils insured thereunder.



- (c) Reseller shall furnish the City with evidence of the insurance described above on the City's standard Insurance Certificate (Form #0788) which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance on or before execution of this Agreement, and upon reasonable request thereafter as the City deems necessary.

6.0 INDEMNITY:

- 6.1 The Reseller shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, of every nature and kind whatsoever, including reasonable legal fees, occasioned wholly or in part whether willful or otherwise arising out of any breach, violation or non-performance on the part of the Reseller of any covenant or provision in this agreement, whether arising from actions of the Reseller or by its employees, servants, agents, subcontractors or others the Reseller is responsible for at law. Such indemnification shall continue in effect after expiry of this Agreement.
- 6.2 The Reseller shall further indemnify and hold the City harmless from and against any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the City to pay tax, charges or penalties in respect of any claims, demands and amounts payable in accordance with this agreement which may be made by, on behalf of, or related to any government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the Reseller's behalf.

7.0 NOTICE:

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

- 7.2 Notice to the City shall be addressed to:

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

and to

Division Manager, Parks & Recreation
The Corporation of the City of London
355 Wellington Rd, Suite 248
P.O. Box 5045
LONDON, ON N6A 4L6

- 7.3 Notice to the Reseller shall be addressed to:

Cam Fowell
Ultimate Golf Club Inc.
39 Denham Way
Stittsville, ON K2S 1H5

- 7.4 All notices so sent shall be deemed to have been received by the recipient on the date of the facsimile transmission, or on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. The above address of either the City or the Reseller may be changed by giving the other party written notice of the new address.

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



8.0 GENERAL:

8.1 Further Acts

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

8.2 Partial Severability

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

8.3 Headings

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

8.4 Entire Agreement

This agreement embodies the entire agreement of the parties with regard to the matters herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this agreement.

8.5 Amendments

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

8.6 Assignment

Neither the City nor the Reseller shall assign this agreement or any part of it without obtaining the prior written consent of the other party, which consent may be unreasonably withheld.

8.7 Non-Exclusivity

The City's obligations under this Agreement are non-exclusive to the Reseller.

8.8 Not a Partnership

The parties are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Reseller or between the City and any employees, agent or contractor of the Reseller.

8.9 Enurement

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

8.10 Governing Law

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

8.11 Waiver

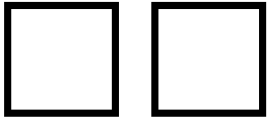
Any waiver by the City of any breach by the Reseller of any of the provisions of this Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

8.12 Circumstances Beyond the Control of Either Party

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

8.13 Execution

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



IN WITNESS WHEREOF the Reseller has hereunto affixed its corporate seal under the hands of its duly authorised officers in that behalf and the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

THE CORPORATION OF THE CITY OF LONDON

Matt Brown, Mayor

Catharine Saunders, City Clerk

ULTIMATE GOLF CLUB INC.

Per:
Name: Cam Fowell
Title:
I/We have authority to bind the Corporation.

| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 20, 2018 |
| FROM: | LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES |
| SUBJECT: | LONDON'S HOMELESS PREVENTION SYSTEM HOMELESS MANAGEMENT INFORMATION SYSTEM HOSTING AGREEMENT |

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| RECOMMENDATION |
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That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, with concurrence of the Director of Information Technology Services, the following actions **BE TAKEN** with respect to London's Homeless Management Information System Hosting Agreement and the London Homeless Prevention Inter-Organization Information Sharing Agreement:

- a) the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on March 27, 2018, to:
 - i) **AUTHORIZE** and **APPROVE** London's Homeless Management Information System Hosting Agreement, substantially in the form attached as Schedule 1 to the by-law, to be entered into between the Corporation of the City of London and various homeless serving organizations; and,
 - ii) **DELEGATE** authority to the Managing Director, Neighbourhood, Children and Fire Services to execute the London Homeless Management Information System Hosting Agreement authorized and approved in part a) i) above; and,
 - iii) **DELEGATE** authority to the Managing Director, Neighbourhood, Children and Fire Services to authorize and approve Additional Parties to enter into the Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Agreement.
- b) the attached proposed by-law (Appendix "B") **BE INTRODUCED** at the Municipal Council meeting to be held on March 27, 2018, to:
 - i) **AUTHORIZE** and **APPROVE** London's Homeless Prevention Network Inter-Organization Information Sharing Agreement, substantially in the form attached as Schedule 2 to the by-law, to be entered into between the Corporation of the City of London and the participating homeless serving organizations; and,
 - ii) **DELEGATE** authority to the Managing Director, Neighbourhood, Children and Fire Services to execute the London Homeless Prevention Network Inter-Organization Information Sharing Agreement authorized and approved in part b) i) above.

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| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
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- London's Homeless Prevention System Homeless Management Information System Cargo Management Consulting Inc. Contract Amendment #2 (CPSC: February 21, 2018)
- London's Homeless Prevention System Homelessness Partnering Strategy Homeless Individuals and Families Information System – Data Provision Agreement (CPSC: September 12, 2017)

- London's Homeless Prevention System Contract Amendment Cargo Management Consulting Inc. Homeless Management Information System Implementation Consultant (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Award Request for Proposal 16-56 Homeless Management Information System Implementation Consultant (CPSC: January 24, 2017)
- London's Homeless Prevention System Enumeration Results and London's Emergency Shelters Progress Report: 2011-2015 (CPSC: October 18, 2016)
- London for All: A Roadmap to End Poverty (SPPC: April 18, 2016)
- Homelessness Partnering Strategy Funding Agreement – Data Sharing Agreements (CPSC: February 17, 2016)
- London Homeless Prevention System Progress Report and Update (CPSC: September 22, 2015)
- Strategic Plan for the City of London 2015-2019 (March 10, 2015)
- Homeless Individuals and Families Information System (HIFIS) Human Resources and Skills Development Canada (HRSDC) Contract (CPSC: September 17, 2013)
- Homeless Individuals and Families Information System (HIFIS) Human Resources and Skills Development Canada (HRSDC) Contract (CPSC: August 21, 2012)

BACKGROUND

The Homeless Management Information System used by the City of London and participating organizations is the Government of Canada's Homeless Individuals and Families Information System (HIFIS). The City of London holds the license for use and is the HIFIS Application Host for all data collected and shared by the authorized organizations using HIFIS (By-law No. A-7613-327).

1. London Homeless Management Information System Hosting Agreement

Organizations entering into this Hosting Agreement will have the ability to use the database hosted on the dedicated server and to share information electronically, subject to obtaining informed participant/client consent. The information contained within the standard Consent to Release Personal and Health Information used by all participating organizations is in a form that is acceptable to the City of London.

2. Inter-Organization Information Sharing Agreement

The Inter-Organization Information Sharing Agreement is an agreement developed by the London Homeless Prevention Network (Network). This Network is made up of the leadership of homeless serving organizations and programs, including the City of London, who are participating in the shared information system.

The Network meets regularly to develop standards and practices related to the consistent use of the information system. The Network developed the Inter-Organization Information Sharing Agreement which sets out the parameters around the collection, use, disclosure, and protection of personal and health information of participants/clients.

This Information Sharing Agreement supports a collaboration between organizations and the City of London to improve the housing stability of individuals and families experiencing homelessness in the City of London.

There are nine organizations providing over thirteen homeless related programs currently using HIFIS including: the City of London Homeless Prevention; London Cares Homeless Response Services; Addiction Services of Thames Valley; Youth Opportunities Unlimited; Canadian Mental Health Association, Middlesex; Mission Services of London; St. Leonard’s Society of London; Unity Project for Relief of Homelessness in London; and, The Salvation Army London Centre of Hope. Other organizations may be added to HIFIS, subject to approval, and by entering into an Additional Party Agreement.

By entering into the Information Sharing Agreement each participating organization agrees to share participant/client personal information among participating programs through the shared information system with participant/client consent. This process will benefit participants/clients by eliminating such things as duplicate intakes and supporting coordinated case management.

The Hosting Agreement and Information Sharing Agreement were reviewed by the City Solicitor’s Office, Information Technology Services, Risk Management, Financial and Business Services and the Privacy Officer.

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| FINANCIAL IMPACT |
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London’s Homeless Management Information System is funded by the Province of Ontario through the Community Homelessness Prevention Initiative, and the Government of Canada’s Homelessness Partnering Strategy. There is no net financial impact on the City’s approved 2018 Operating Budget.

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| CONCLUSION |
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Civic Administration will continue to work on informing and engaging Londoners in a collaborative manner to support the implementation of London’s Homeless Management Information System to achieve our collective vision of strengthening the community through caring and compassionate services to address, reduce and prevent homelessness in London.

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| PREPARED BY: | REVIEWED AND CONCURRED BY: |
| | |
| JAN RICHARDSON MANAGER, HOMELESS PREVENTION NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES | MAT DALEY DIRECTOR, INFORMATION TECHNOLOGY SERVICES |
| RECOMMENDED BY: | |
| | |
| LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES | |

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve the London Homeless Management Information System Hosting Agreement between the City of London and Homeless Serving Organizations, and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that the City 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 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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

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

1. The London Homeless Management Information System, Hosting Agreement (the "Hosting Agreement") between the Corporation of the City of London, and
 - London Cares Homeless Response Services
 - Addiction Services of Thames Valley
 - Youth Opportunities Unlimited
 - Mission Services of London
 - Canadian Mental Health Association, Middlesex
 - St. Leonard's Society of London
 - Unity Project for Relief of Homelessness in London
 - The Governing Council of the Salvation Army
 - Such other Parties as may from time to time become parties by entering into an Additional Party Agreement,attached as Schedule 1, is authorized and approved;

- 2. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to execute the Hosting Agreement;
- 3. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to authorize and approve Additional Parties to enter into the Hosting Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Hosting Agreement; and,
- 4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading –
Third Reading -

Schedule 1

This agreement dated the 1st day of April, 2018.

LONDON HOMELESS MANAGEMENT INFORMATION SYSTEM HOSTING AGREEMENT

BETWEEN:
THE CORPORATION OF THE CITY OF LONDON
(the “City”)

OF THE FIRST PART

-and-

London Cares Homeless Response Services

-and-

Addiction Services of Thames Valley

-and-

Youth Opportunities Unlimited

-and-

Mission Services of London

-and-

Canadian Mental Health Association, Middlesex

-and-

St. Leonard's Society of London

-and-

Unity Project for Relief of Homelessness in London

-and-

The Governing Council of the Salvation Army

-and-

SUCH OTHER PARTIES as may from time to time become parties by entering into an
Additional Party Agreement (“New Parties”, and each a “New Party”)
(collectively the “Organizations”, and each an “Organization”)

OF THE SECOND PART

RECITALS

WHEREAS the Homeless Individuals and Families Information System ("HIFIS") is a software system made available by Employment and Social Development Canada (“ESDC”) to organizations across Canada for the purpose of better managing their programs serving individuals and families experiencing homelessness;

AND WHEREAS HIFIS is a computer software program designed to assist Organizations with daily operations such as booking in Clients, maintaining bed lists, and producing daily and monitoring reports;

AND WHEREAS, by creating one national data collection and management software system, communities and Organizations across Canada are able to, over time, compare aggregate data on the nature of homelessness in their communities;

AND WHEREAS Clients of the Parties often seek services for the homeless from more than one Party, and the Parties would like to access the Client’s Personal Information collected by each of the Parties about such Clients in order to provide the best possible services to them;

AND WHEREAS the City is designated under the *Housing Services Act, 2011* as the Service Manager for the service area of the City of London and County of Middlesex, and as such shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the Service Manager’s service area;

AND WHEREAS the City has entered into an agreement with Employment and Social Development Canada to host the HIFIS;

AND WHEREAS the City has entered into an agreement with a third-party provider for a cloud-based hosting environment for the HIFIS;

AND WHEREAS the Organizations and the City have agreed that where two or more of them provide services to the same Client, they will make information about the Client available electronically to other applicable Organizations and the City for the purpose of more efficiently and effectively providing or assisting in the provision of services for the homeless services to the Client to whom the information relates;

AND WHEREAS the City, in hosting the HIFIS, wishes to authorize homeless service providers in London to access the cloud-based hosting environment for the HIFIS, where data on that cloud-based hosting environment can be shared on a need-to-know basis, and known as the London Homeless Management Information System (“HMIS”);

AND WHEREAS the City, pursuant to its agreement with ESDC, also wishes to provide aggregate data from the cloud-based hosting environment to ESDC;

AND WHEREAS it is a guiding principle of this Agreement that, by working together and sharing information, Organizations that are working to improve the housing stability of individuals and families experiencing homelessness in the City of London can better understand homelessness, improve services, and reduce and prevent homelessness in London;

AND WHEREAS the HMIS is developed based on the Guiding Principles identified in the London Homeless Prevention System Implementation Plan:

- Housing with Support/Housing First
- Homelessness is a solvable problem
- Individual and family centred
- Partnership based
- London driven
- Neighbourhood based
- Harm reduction approach
- Inclusive
- Fiscally responsible
- Outcome focused;

AND WHEREAS the Parties have entered into an Inter-Organization Information Sharing Agreement with respect to sharing of information on the HMIS;

NOW THEREFORE, for good and valuable consideration, the City and the Organizations agree with each other as follows:

1.1 **INTERPRETATION**

1.2 **DEFINITIONS**

In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

“**Aggregate Data**” refers to information that cannot be used to identify a specific individual. The information compiled from HIFIS data exports is generally referred to as aggregate data since it brings all export data together in a single database for reporting and analysis;

“Agreement” means this agreement entered into between the City and the Organizations and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

“Client” means an individual or a family unit receiving services from an Organization that is part of the shared information system;

“Database Files” means electronic files containing data stored in a computing environment;

“Effective Date” means April 1, 2018;

“HIFIS Application Host” means the City as the provider of hosting services for London’s installations of the HIFIS 4.0 (or any subsequent versions) and accompanying software;

“Information Sharing Agreement” means the agreement entered into between the Parties related to the sharing of information in the HMIS among the Organizations and the City;

“Organization” means an organization providing services to individuals and families experiencing homelessness or at risk of homelessness, and is a signing Party to this Agreement;

“Parties” means the City and the Organizations and “Party” means any of them, as the context may require;

“Personal Information” means any information about an identifiable individual, and some examples of personal information are information relating to race, national or ethnic origin, colour, religion, sex, age, sexual orientation or marital or family status, information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual, and personal health information;

“Services” means the services to be provided by the City to Organizations under this Agreement as more particularly described in Schedule B;

“User” means the staff of the Organizations that has permission to use the shared HIFIS and HMIS.

1.3 **SCHEDULES**

The following Schedules are attached to and form part of this Agreement:

Schedule A – Form of Adhesion (Agreement for New Parties)

Schedule B - Services

- 1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

2.0 **TERM OF THIS AGREEMENT**

- 2.1 This Agreement shall be in force from the Effective Date until it is superseded or replaced by a subsequent agreement or unless terminated in accordance with the Termination provisions in this Agreement.

3.0 **SERVICES OF CITY**

- 3.1 The City will provide the Services set out in Schedule B. The City will use reasonable commercial efforts to meet the service level objectives set out in Schedule B. The failure of the City to provide the Services or to meet the service level objectives does not constitute a breach of this Agreement by the City.
- 3.2 The City, as the HIFIS Application Host, shall be solely authorized to designate City personnel to access the HIFIS application and Database Files for the purposes of

maintenance, upgrades, security, reporting, auditing and backup of the system, subject to the Consent to Release Personal and Health Information signed by the Client.

- 3.3 The City, as the HIFIS Application Host, shall be solely authorized to allow access to HMIS by any entity.

4.0 REQUIREMENTS OF ORGANIZATION

4.1 REPRESENTATIONS AND WARRANTIES

Each Organization represents and warrants:

- (a) it has developed and implemented the required policies and procedures relating to the confidentiality, security and privacy of Personal Information of its own Clients required under any applicable legislation;
- (b) it is a corporation under the laws of Ontario;
- (c) it is duly authorized to enter into this Agreement; and,
- (d) the individuals executing this Agreement on its behalf are authorized to sign on its behalf and to bind it to the terms and conditions of this Agreement.

4.2 COVENANTS

Each Organization shall:

- (a) comply with all laws applicable to their use of the HMIS under this Agreement and the Information Sharing Agreement including all applicable privacy legislation;
- (b) be responsible for their employees and other agents who are HMIS and HIFIS Users;
- (c) ensure that their employees or other agents are trained and comply with the terms set out under this Agreement and an Information Sharing Agreement;
- (d) keep their staff informed of any HIFIS changes including such things as upgrades, data security requirements and user confidentiality and conduct.
- (e) ensure that their employees or other agents maintain the confidentiality of all data in the HMIS;
- (f) ensure that their employees or other agents access and use Personal Information of a Client solely for purposes of assisting in the provision of homelessness services to the Client to whom the Personal Information relates, and will limit such access and use to what is necessary for such purposes;
- (g) ensure that if the Organization or their employees or other agents become aware that a Client has withheld or withdrawn consent for the collection, use or disclosure of the Client's Personal Information, the Organization shall ensure that all access, use and disclosure of the Personal Information by the Organization will cease, and advise their own Privacy Officer and the City's Privacy Officer;
- (h) ensure that their employees or other agents do not disclose their HIFIS passwords to any person, and that they do not use another person's HIFIS password or other access information;
- (i) ensure that the technological requirements including security of the data are established and maintained in accordance with standard requirements related to the protection of information, and shall provide the City, upon the City's request, with a copy of the Organization's standards related to the protection of information;
- (j) have policies in place to ensure that its employees and other agents understand their obligations with respect to the protection of Personal Information of the Client;
- (k) have systems in place to monitor improper or unauthorized data access of its employees and other agents, and have processes in place to be followed in the event that the monitoring reveals improper or unauthorized data access;
- (l) have systems, policies and procedures in place to protect Personal Information against theft, loss and unauthorized access, use, disclosure and destruction;

- (m) shall only collect, use and disclose Client information if the Client provides a Consent to Release Personal Information in a form that has been approved in writing by the City ("Consent");
 - (n) not make available in the HMIS the Personal Information of a Client unless the Organization has the appropriate Consent from the Client;
 - (o) ensure Clients signing the Consent are aware of HMIS, HIFIS and its application and its uses;
 - (p) inform the Client that the City is the HIFIS Application Host;
 - (q) ensure the accuracy and the security of the information collected and entered into the HIFIS program;
 - (r) participate in activities related to working with other Organizations and with the City to maintain the integrity of the HMIS;
 - (s) release and exchange information to the City and other Organizations electronically through HIFIS based on the terms set out in this Agreement, subject to obtaining a Consent from the Client;
 - (t) inform all the Parties immediately if there is a privacy or security breach involving Client's Personal Information; and,
 - (u) terminate the use by any of its Users if the authorization of that User has been terminated, or if this Agreement with the Organization has been terminated.
- 4.3 Each Organization shall collaborate and cooperate with other Organizations and the City to investigate and address any privacy or security breaches that are affecting or likely to affect Personal Information.
- 4.4 **DATA AND SYSTEM SECURITY**
- (a) Each Organization shall:
 - (i) immediately cease electronic access to the HIFIS Database at the City's request;
 - (ii) immediately cease electronic access to the HIFIS Database when there is a concern that the Organization's computer hardware, software or internet connection may not have adequate safeguards in place for the prevention of unwanted interference with the HIFIS Database, including, without limitation: security threat; virus; or privacy breach;
 - (iii) maintain at all times, virus detection and security features to prevent unauthorized use, acceptable to the City. The Organizations understand that the City may establish or change requirements from time to time, and the Organization shall comply with the requirements within one (1) Business Day;
 - (iv) ensure that any of its employees or other agents who have been issued a password for the HIFIS Database (User) will collect, use and disclose Client information in accordance with privacy legislation including and not limited to PIPEDA, and PHIPA. The data collected will only be used in accordance with what is permitted within this Agreement; and,
 - (v) take every reasonable precaution regarding the protection of the Client's Personal Information, including ensuring that such things as:
 - (i) computer passwords are protected;
 - (ii) computer passwords are not shared;
 - (iii) Client information will not be left unattended on computer screens; and,
 - (iv) Client information will only be viewed by the Organization's employees or agents on a need to know basis.
 - (b) Each Organization shall have system security features in place at all times, to prevent unauthorized access of the HIFIS and to safeguard the information contained within the application.

- (c) Each Organization shall ensure that the following system security requirements are used in association with the use and operation of the HIFIS Database, at all times:
- (i) System Updates – Updates must be installed within one (1) business week of their release for all operating systems such as Windows, Mac, Linux, etc.;
 - (ii) Web Browser Updates – Regular updates must be installed within one (1) business week of their release on all web browsers such as Internet Explorer, Firefox, Google Chrome, etc.;
 - (iii) Software Updates – Updates must be installed for all software such as Adobe, MS Office, Java, etc.;
 - (iv) Antivirus Protection – Must be configured to automatically update on a real time basis and configured to delete any detected virus/malicious software;
 - (v) Firewall Protection – Must be configured to restrict incoming access by using either a hardware or software firewall with regular updates applied;
 - (vi) Password Changes – Passwords must be changed at a minimum of every three months and immediately following an identified threat such as unauthorized access on the system. A minimum of six characters must be used when establishing a password; and,
 - (vii) Remote Access Connection – (including Remote Desktop, VPN, and remote administration) – Must be controlled with regularly updated software/firmware and be configured to use strong/complex passwords.

4.5 HIFIS SPECIALISTS

Each Organization shall identify and support their own staff person to assume a HIFIS Specialist role. The role of the HIFIS Specialist is to:

- (a) support the Organization staff in using the HIFIS application;
- (b) set up new Users in the HIFIS, set and reset passwords when required and decommission Users as required;
- (c) provide troubleshooting support to Users and act as first point of contact for all HIFIS support for their organizations; and,
- (d) be assigned other duties and responsibilities as required by the Organization.

4.6 USER MANAGEMENT

Each Organization shall:

- (a) set up Users and assign roles;
- (b) remove User accounts immediately following staff departure and update User privileges following a change in staff role; and
- (c) maintain an accurate inventory of the HIFIS accounts assigned to roles.

5.0 REVIEW PROCESS

- 5.1 All revisions and amendments to this Agreement shall be made by way of an amending agreement signed by the Parties to the Agreement.

6.0 TERMINATION

- 6.1 The City may, without liability, immediately terminate the Organization's access to the HIFIS Database and terminate the Agreement with that Organization if, in the sole

opinion of the City, the Organization fails to comply with the provisions contained in this Agreement, or any policies that may be put in place from time to time.

- 6.2 In the event that the City can no longer host the HMIS for any reason whatsoever, the City may, without liability, terminate this Agreement, and may, in its sole discretion:
- (a) notify the Parties to this Agreement as soon as possible;
 - (b) consult with the Parties to this Agreement about the feasibility of finding a new host for the continuation of the database; and
 - (c) secure, transfer, or destroy the master copy of the database as may be required and appropriate to the agreed upon solution and applicable legislation.
- 6.3 An Organization may terminate its participation in the HIFIS and this Agreement by providing sixty (60) days' prior notice to the City and the other Organizations.
- 6.4 If this Agreement is terminated with respect to an Organization, the Organization shall no longer have access to the HMIS and any data in the HIFIS after the termination date.
- 6.5 An Organization's participation in this Agreement shall immediately terminate if the Organization ceases operation.
- 6.6 The obligations of Subsections 4.2(u), 4.4(a)(i) and Sections 6.4, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 10.2, 10.3 and this section shall survive the termination of this Agreement.

7.0 DISCLAIMER AND APPLICATION OF LAWS

- 7.1 The parties to this Agreement agree and accept that the HIFIS database or the HMIS may become inoperable on a temporary or permanent basis due to technical or other unforeseen reasons that are beyond the control of the City, despite the City's best efforts to host the HMIS system.
- 7.2 Organizations accept the HIFIS database "AS IS" and the use of the HIFIS database and HMIS is at the Organizations' own risk. The City disclaims any and all implied or express warranties or conditions, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose, regardless of whether the City knows or has reason to know of the Organization's particular needs.
- 7.3 In consideration for the City's Agreement to host the HIFIS database, the parties to the Agreement agree to waive any and all claims against the City, its officers, employees, councillors and agents, and to release the City from any and all liability for any loss, damage, expense and other consequence whatsoever that the parties may suffer as a result of the City's acts, omissions and obligations under this Agreement, including but not limited to any temporary or permanent interruptions in operations of the HIFIS system.
- 7.4 The HIFIS database is not guaranteed to perform at 100% availability and each Organization will be required to maintain alternate means of disclosing, retaining and collecting information.
- 7.5 The Parties to this Agreement agree that they will participate in and use the HIFIS database in a manner that is in accordance with all applicable laws and regulations, including those relating to privacy. The collection, use, disclosure, retention and destruction of Personal Information by Parties to this Agreement will be solely managed and governed by each Party in accordance with applicable laws and regulations.
- 7.6 **PERSONAL HEALTH INFORMATION PROTECTION ACT**
If an Organization is or becomes a "Health Information Custodian" under the *Personal Health Information Protection Act, 2004* (PHIPA), it shall notify the City immediately. Where the City provides goods or services to a Health Information Custodian to use electronic means to use, disclose, retain or dispose of personal health information, the City may be considered a Health Information Network Provider and would have further obligations under PHIPA.

- 7.7 **MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**
Each Organization understands that records in the custody and control of the City, including records in the HMIS and HIFIS, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to disclosure in accordance with that Act.
- 8.0 **LIMITATION OF LIABILITY**
- 8.1 The Parties acknowledge that the provision of the HMIS and HIFIS to the Organizations is not in the City's ordinary course of business and is being provided as a benefit for the Organizations. No Party will seek recourse against the City for damages arising out of or in connection with this Agreement or the Information Sharing Agreement.
- 9.0 **INSURANCE AND INDEMNITY**
- 9.1 Throughout the term of this Agreement, each Organization shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Organization's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- 9.2 The Organization shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.
- 9.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- 9.4 Each Organization undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Organization's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:
- (a) any breach of this Agreement by any of the Organizations, the Organizations' employees or persons for whom the Organizations are at law responsible;
 - (b) any loss or misuse of funds held by the Organization as described in this Agreement;
 - (c) the acts or omissions of the Organization, the Organization's employees or any person for whom the Organization is at law responsible in performing Services or otherwise carrying on the Organization's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
 - (d) any claim or finding that any of the Organizations, the Organization's employees or persons for whom the Organization is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind;
 - (e) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Organization, the Organization's employees or others for whom the Organization is at law responsible in connection with the performance of Services or otherwise in connection with the Organization's business.

9.5 The Organizations shall defend, indemnify and save harmless the City from any and all damages, claims, losses or actions whatsoever arising from the indemnifying Party’s participation in, and use of, the HIFIS system, and the HMIS, and in relation to their acts, omissions and performance or non-performance of their obligations under this Agreement.

9.6 In no event shall the City be liable for any indirect, consequential or punitive damages, even if advised of the possibility.

10.0 **GENERAL**

10.1 **NO ASSIGNMENT**

No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the City.

10.2 **CONFLICT – OTHER AGREEMENTS OR DOCUMENTS**

In the event of a conflict between any provision of this Agreement and any other agreement or document between the Parties in connection with this Agreement, the relevant provision of this Agreement shall prevail.

10.3 **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The Parties will observe the exclusive jurisdiction of the courts of the province of Ontario in respect of any dispute raised under this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

*Per:

Name: _____
Lynne Livingstone
Title: Managing Director,
Neighbourhood, Children & Fire
Services
Date:

LONDON CARES HOMELESS RESPONSE SERVICES

*Per:

Name: _____
Title:
Date:

*Per:

Name: _____
Title:

*I/We have the authority to bind the Corporation.

ADDICTION SERVICES OF THAMES VALLEY

*Per:

Name:

Title:

Date:

*Per:

Name:

Title:

*I/We have the authority to bind the Corporation.

YOUTH OPPORTUNITIES UNLIMITED

*Per:

Name:

Title:

Date:

*Per:

Name:

Title:

*I/We have the authority to bind the Corporation.

MISSION SERVICES OF LONDON

*Per:

Name:

Title:

Date:

*Per:

Name:

Title:

*I/We have the authority to bind the Corporation.

**CANADIAN MENTAL HEALTH ASSOCIATION,
MIDDLESEX**

*Per: _____

Name: _____

Title: _____

Date: _____

*Per: _____

Name: _____

Title: _____

*I/We have the authority to bind the Corporation.

ST. LEONARD’S SOCIETY OF LONDON

*Per: _____

Name: _____

Title: _____

Date: _____

*Per: _____

Name: _____

Title: _____

*I/We have the authority to bind the Corporation.

**UNITY PROJECT FOR RELIEF OF HOMELESSNESS
IN LONDON**

*Per: _____

Name: _____

Title: _____

Date: _____

*Per: _____

Name: _____

Title: _____

*I/We have the authority to bind the Corporation.

**THE GOVERNING COUNCIL OF THE SALVATION
ARMY**

*Per:

Name:

Title:

Date:

*Per:

Name:

Title:

*I/We have the authority to bind the Corporation.

Schedule A

Form of Adhesion (Agreement for New Parties)

This Additional Party Agreement to the Hosting Agreement made April 1, 2018, is entered into by **[insert legal name of Organization that is a New Party]** ("Organization"), effective [insert date], 20 .

WHEREAS the New Party has been approved by the City to enter into this Agreement;

AND WHEREAS the New Party wishes to participate in the HMIS;

NOW THEREFORE in consideration of being accepted as a Party to the Agreement, the New Party agrees with all present and future Parties to the Agreement as follows:

1. The terms used in this Participation Agreement have the meanings attributed to them in the London Homeless Management Information System Hosting Agreement (the "Hosting Agreement") dated April 1, 2018.
2. The Hosting Agreement establishes the terms and conditions upon which the City will make the HMIS and the HIFIS available to and provide the Services to the Organizations and the New Party.
3. The New Party agrees to comply with and be bound by all of the terms and conditions of the Hosting Agreement as if the New Party were a signatory to the Agreement. The New Party shall comply with all of the obligations of an Organization under the Agreement.
4. The New Party's Privacy officer is: <insert Name, address, phone, fax, email>
4. The following is the contact information for the New Party for the purposes of all communications and notice under the Agreement:

Name:

Contact Name/Title:

Address:

Telephone:

Fax:

Email:

In witness whereof, this Agreement has been executed by the New Party and the City.

The Corporation of the City of London

Per: _____

(Signature)

Name: _____

Title: _____

[Insert Legal Name of New Party Organization]

Per: _____

(Signature)

Name: _____

Title: _____

I have the authority to bind the corporation.

Schedule B

Services

The City will provide the following services with respect to the HMIS:

The City will maintain a contract with a cloud provider to host the London Homeless Prevention Network's HIFIS database in a cloud environment;

The City holds the Data Provision Agreement with the Government of Canada for the HIFIS and manages such things as HIFIS upgrades, HIFIS patches and HIFIS testing and will keep participating Organizations informed of such things as upgrades;

The City will designate a Privacy Officer to act as a single point of contact with respect to breaches of Personal Information and to handle requests for Personal Information from external parties; and,

In cooperation with the HIFIS, each Organization and the City, Support Services will be maintained for such things as problem solving issues that arise from time to time. Hours of service will be determined.

The City has the following responsibilities:

- "Incident Management": Facilitation and coordination of response to privacy incidents that involve multiple organizations
- "Client Privacy Rights Support": Facilitating and coordinating responses among Organizations where a complaint involves more than one Organization
- "Audit Log Review": Reviewing audit logs for potential incidents that affect Personal Information or hosted services infrastructure; notifying Organizations of incidents in the hosted services environment that affect the Organizations; and,
- "Data Quality": monitoring data quality issues and errors from Organization upload and informing Organizations.

The City will make reasonable efforts to establish data security requirements to be maintained by both the City and participating Organizations.

HIFIS Functionality

The City will review and assess modification requests and execute modifications subject to available resources, need and compatibility with the HIFIS software.

APPENDIX B

Bill No.
2018

By-law No.

A By-law to approve London's Homeless Prevention Network Inter-Organization Information Sharing Agreement between participating Homeless Serving Organizations, including the City of London, and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that the City 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 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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

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

1. London's Homeless Prevention Network Inter-Organization Information Sharing Agreement (the "Information Sharing Agreement") between the Corporation of the City of London, and
 - London Cares Homeless Response Services
 - Addiction Services of Thames Valley
 - Youth Opportunities Unlimited
 - Mission Services of London
 - Canadian Mental Health Association, Middlesex
 - St. Leonard's Society of London
 - Unity Project for Relief of Homelessness in London
 - The Governing Council of the Salvation Army,attached as Schedule 2, is approved;

- 2. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to execute the Information Sharing Agreement; and,
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading –
Third Reading -

The London Homeless Prevention Network

Inter-Organization Information Sharing Agreement

Approved by the
London Homeless Prevention Network
at the meeting of March 6, 2018

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1 PURPOSE

- a) The Inter-Organization Information Sharing Agreement (“Agreement”) is a binding Agreement between participating Organizations (“Organizations”), intended to provide standards to achieve a consistent use of a shared Homeless Management Information System (HMIS) known as the Homeless Individuals and Families Information System (HIFIS). This Agreement includes parameters around the collection, use, disclosure, and protection of personal and health information of Participants.
- b) This Agreement supports a collaboration between Organizations that are working to improve the housing stability of individuals and families experiencing homelessness in the City of London. By working together and sharing information, organizations can better understand homelessness, improve services, and reduce and prevent homelessness in London.

2 GUIDING PRINCIPLES

- a) The Inter-Organization Information Sharing Agreement is built upon the following Guiding Principles as identified in the London Homeless Prevention Implementation Plan:
 - Housing with Support/Housing First
 - Homelessness is a solvable problem
 - Individual and family centred
 - Partnership based
 - London driven
 - Neighbourhood based
 - Harm reduction approach
 - Inclusive
 - Fiscally responsible
 - Outcome focused

3 THE AGREEMENT

- a) By entering into the Agreement each participating Organization agrees to share Participant Personal Information among participating Organizations through HIFIS. This process can benefit Participants by eliminating such things as duplicate intakes and supporting coordinated case management.
- b) Organizations entering into this Agreement will have the ability to share information electronically through the HIFIS based on the terms set out in this Agreement. The Agreement only applies to Personal Information that has been entered into the HIFIS and therefore the agreement to share the Personal Information does not apply to any information that is outside of the HIFIS.
- c) Organizations entering into this Agreement will abide by the Policy, Procedures, and Job Aids that are established by the London Homeless Prevention Network from time to time.

4 ABOUT HIFIS

The HIFIS is a product developed by the Government of Canada. It is a computer software system designed to assist Organizations with daily operations such as, booking in Participants, maintaining bed lists, and producing daily and monitoring reports. In addition, by creating one national data collection and management software system, communities and Organizations across Canada are able to, over time, compare aggregate data on the nature of homelessness in their communities. The HIFIS data can also be analyzed to influence micro and macro level decision-making, and can be made available to researchers and various levels of government for the purpose of policy and planning development, with the goals of alleviating and eliminating homelessness.

5 BENEFITS OF A SHARED HOMELESS MANAGEMENT INFORMATION SYSTEM

- Coordinates services for families and individuals experiencing homelessness in London
- Improves access to services
- Reduces inefficiencies and duplication of services
- Prioritizes individuals and families with the greatest need for service
- Assists Participants in receiving the amount and type of services that best fits their needs and circumstances
- Assists with understanding the extent and nature of homelessness in London
- Evaluates performance and progress toward community benchmarks
- Improves programs and services

6 DEFINITIONS

a) The following definitions apply:

- (i) “Aggregate Data” refers to information that cannot be used to identify a specific individual. The information compiled from the HIFIS data exports is generally referred to as aggregate data since it brings all export data together in a single database for reporting and analysis.
- (ii) “Client” refers to an individual or a family unit receiving services from an organization or program within the London Homeless Prevention Network. Same as “Participant”.
- (iii) “Data Dictionary” refers to the list of fields in the HIFIS. It defines the meaning and interpretation of each field, and provides a list of approved values for all lookup categories.
- iv) “Data Field” refers to any place in the HIFIS in which information is entered. (eg. the text box for entering a participant’s ‘Name’ is a Data Field).
- (v) “Database Files” means electronic files containing data stored in a computing environment.
- (vi) “Data Point” refers to a singular information entered into a Data Field in HIFIS (eg. ‘John Smith’ would be a Data Point entered in the ‘Name’ Data Field).
- (vii) “HIFIS Application Host” refers to the City of London as the provider of hosting services for London’s installations of HIFIS 4.0 and accompanying software.
- (viii) “HIFIS Community Entity” – the City of London is the Community Entity and is a party to the Data Provision Agreement with the Government of Canada.
- (ix) “Leadership Group” refers to a governing and decision making body of the London Homeless Prevention Network, which oversees all matters relating to use of the HIFIS. The Terms of Reference will guide the work of the Leadership Group. Core membership consists of the director/senior manager of each Organization, and a senior representative from the City of London.
- (x) “London Homeless Prevention Network” refers to the Organizations that have signed this Agreement, and are using the shared installation of the HIFIS hosted by the City of London.
- (xi) “Look-up Field” refers to data elements containing a list of predefined

values from which to choose.

- (xii) “Mandatory Data Set” refers to the list of all database fields that must be entered, as agreed upon by the Leadership Group.
- (xiii) “Organization” refers to an organization or program providing services to individuals and families experiencing homelessness or at risk of homelessness, and is a signing party to this agreement.
- (xiv) “Participant Record” refers to any information recorded in the HIFIS database that can be directly linked to a particular Participant.
- (xv) “Participant” refers to an individual or a family unit receiving services from an organization or program within the Network. Same as “Client”.
- (xvi) “Personal Information” refers to any information about an identifiable individual, including but not limited to information associated with a name of an individual such as information relating to race, national or ethnic origin, religion, sex, age, medical or health history, education and employment history.
- (xvii) “Private Notes” refers to any information stored that is not available in the shared HIFIS.
- (xviii) “Special Considerations” refers to information that is collected by an Organization which the Organization deems would put the Participant’s safety at risk if shared.
- (xix) “User” refers to the staff of the Organizations that has permission to use the shared HIFIS.

7 PARTICIPANT PROTECTION

- a) Written consent (“Consent”) must be given by Participants in order for their Personal Information to be exchanged on the HIFIS among the Organizations. A form of the approved Consent is attached to this Agreement which all Organizations must use. (Schedule A)
- b) Personal Information will only be collected, used and disclosed by Organizations within the London Homeless Prevention Network for the purposes of providing support and services to the Participants. At the time of informed Consent and at any point after the Participant has the right to see a current list of the participating Organizations.
- c) The Organizations may change from time to time. Participants can get an updated list of members at any time by contacting and asking any one of the Organizations.
- d) Staff who are approved as the HIFIS Users will maintain the HIFIS data in such a way as to protect against revealing the identity of the Participant to unauthorized agencies, individuals or entities.
- e) Staff who are approved as the HIFIS Users will input and access information for work related purposes only and will not use the information for personal interest or gain.
- f) Participants will not be denied services based on their choice to withhold their Consent to share information.
- g) Participants have the right to request information about which Organizations have viewed or updated their information.

8 INTENTIONALLY LEFT BLANK

9 PARTIES TO THE AGREEMENT

a) As of the date above, the Organizations that this Agreement applies to are the following:

- (i) The Corporation of the City of London
- (ii) Mission Services of London
- (iii) The Governing Council of the Salvation Army
- (iv) London Cares Homeless Response Services
- (v) St. Leonard's Society of London – Project Home
- (vi) Addiction Services of Thames Valley - Street Level Women at Risk
- (vii) Unity Project for the Relief of Homelessness
- (viii) Youth Opportunities Unlimited
- (ix) Canadian Mental Health Association, Middlesex

b) Additional organizations may join the Network subject to satisfying the standards required related to the HIFIS and by executing the Agreement for New Parties agreeing to be bound by all relevant agreements including and not limited to the agreement with the City of London regarding hosting and standard security requirements to be maintained by the organization. (Schedule B).

10 COVENANTS

a) Each Organization agrees to:

- (i) comply with all laws applicable to their obligations under this Agreement;
- (ii) implement training and procedures within their Organizations in order to ensure compliance with the Organization's obligations under applicable privacy legislation;
- (iii) share Personal Information of Participants only where the Organization has the appropriate Consent from the applicable Participant;
- (iv) ensure that Organization staff and in particular the HIFIS Users comply with the terms, conditions, and procedures provided in and required under this Agreement;
- (v) ensure the accuracy and the security of the information collected and inputted into the HIFIS system, including making updates to Personal Information of Participants when corrections are requested by the applicable Participant;
- (vi) participate in the Leadership Group;
- (vii) remove the sharing of Personal Information of Participants in HIFIS where a Participant has withdrawn their Consent; and,
- (viii) agree to give one another written notice of any changes in legislation, regulations or policies respecting the Organizations and programs that are likely to affect this Agreement.

11 IDENTIFICATION OF DATA ELEMENTS

a) General

- (i) Data is classified as either Personal Information or Aggregate Data.
- b) Data Dictionary
 - (i) The Leadership Group will review and maintain the Data Dictionary to provide a consistent definition for all data elements collected in the HIFIS.

12 DATA COLLECTION

- a) Data Collection Requirements
 - (i) Organizations:
 - (1) are responsible for ensuring that it collects all the required data from Participants as defined by the Mandatory Data Set.
 - (2) are responsible for determining all other data that it may collect at its sole discretion.
 - (3) will collect both identifying and non-identifying data for the purposes of supporting funding programs, and reporting to municipal, provincial and federal funding bodies, and further requires the collection of non-identifying data for the purposes of broader community planning and development.
 - (4) are responsible for entering data into the HIFIS using the definitions of data fields and data points outlined in the Data Dictionary.
- b) Data Collection Process
 - (i) Data collection will be completed in a timely manner. Ideally, data entry will take place at the time data is collected or as soon as possible thereafter.

13 DATA SHARING AND OWNERSHIP

- a) Organization
 - (i) In keeping with the Guiding Principles, each Organization agrees to share Personal Information of Participants, on a need to know basis, through the use of a centrally hosted HIFIS application.

Organizations may choose to limit or restrict access in the HIFIS to Private Notes and Special Considerations as outlined in the data sharing practices confirmed by the Leadership Group.
 - (ii) Organizations understand that some data which it has inputted into the HIFIS may be modified by other Organizations as necessary to correct or add information to the database. Likewise, some data will be shared that can only be viewed and modified by specific Organizations. Notwithstanding any modifications by other Organizations, the data shall continue to be owned by the Organization that originally inputted the data into the HIFIS.
 - (iii) The Organizations acknowledge that the sharing of Aggregate Data does not require the permission of Participants.

14 DATA CONFIDENTIALITY

- a) Organization

- (i) Each Organization will keep in confidence all data which it has inputted into the HIFIS or to which it has access as a result of this Agreement (including but not limited to the Personal Information of Participants) and shall only use such information as permitted by this Agreement.
- (ii) All Organizations must take all reasonable precautions to protect all data from any unauthorized use, disclosure, copying, modification, or destruction.
- (iii) In the event that an Organization is required by law to disclose Personal Information, the Organization, where appropriate, shall notify the impacted Participant of such requirement.
- (iv) Each Organization understands that records in the custody and control of the City, including records in the HMIS and HIFIS, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to disclosure in accordance with that Act. Formal requests for information under the *Municipal Freedom of Information and Protection of Privacy Act* shall be executed by the Head designated under the Act.

15 DATA SUBMISSION, AGGREGATION & REPORTING

a) Organizations

- (i) Each Organization will be responsible for ensuring that data input into the HIFIS occurs in a timely manner and that all export and transmission of data occurs in a timely and secure manner.
- (ii) At any given time, Organizations may access the Aggregate Data in the HIFIS database for the purposes of monitoring, analyzing, and reporting on the homeless services system.
- (iii) The Organizations will ensure that only non-identifying HIFIS data is aggregated and sent to other organizations and funding bodies, for the purposes of reporting.
- (iv) Each Organization acknowledges that the City of London has entered into a Data Provision Agreement with the Government of Canada, and will provide quarterly reports of Aggregate Data to HIFIS. The data will be used to enhance the Government of Canada's ability to respond to homelessness in Canada. It may also be used for policy analysis, research or evaluation purposes of policies and programs respecting homelessness in Canada.

16 HIFIS APPLICATION HOSTING

a) Organizations

- (i) Each Organization acknowledges that the City of London, as the HIFIS Application Host, will authorize designated personnel to access the HIFIS application and database files for the purposes of maintenance, upgrades, security, and backup of the system.
- (ii) Authorized HIFIS Users in each Organization will be required to login to the HIFIS with a specific username, and password assigned to each staff member. Each Organization is responsible for ensuring that only Authorized Users access the HIFIS system.
- (iii) Required Infrastructure for Organizations
 - (1) All hardware, software, and other infrastructure necessary to access

the HIFIS system are to be acquired by the Organizations at their own cost.

17 REQUESTS FOR ACCESS TO DATA

- a) Release of Data to External Parties
 - (i) Requests for access to Aggregate Data made by a third party (other than access by the Government of Canada as described above) for research or media purposes will be considered, approved or denied following the criteria and processes outlined in the Data Access Policy for External Requests of the HIFIS Aggregate Data.
 - (ii) The Leadership Group will monitor the Data Access Policy for External Requests of the HIFIS Aggregate Data.
 - (iii) Should data be requested by a subpoena or other legal requirement, the request will be processed as is outlined in the Data Access Policy for External Requests of the HIFIS Aggregate Data.

18 REVIEW PROCESS

- a) The Leadership Group will monitor the Inter-Organization Information Sharing Agreement.
- b) All revisions and/or amendments will be noted, dated and signed by the Parties to this Agreement.

19 TERMINATION

- a) This Agreement shall terminate upon each of the Organizations agreeing to terminate it.
- b) An Organization may terminate its participation in the HIFIS and this Agreement by providing 60 days prior notice to each of the other Organizations.
- c) The Parties agree that information will continue to be shared in accordance with the terms and conditions of this Agreement.
- d) The Network may terminate one of the Organizations participation in this Agreement if that Organization has breached the terms of this Agreement and such breach is not cured within 30 days of written notice of the breach.
- e) An Organization's participation in this Agreement shall immediately terminate if the Organization ceases operation.
- f) Upon the termination of an Organization's participation in this Agreement, this Agreement shall be terminated as it relates to the terminating Organization but shall continue in full effect as it relates to all non-terminating Organizations. The terminated Organization shall no longer have access to the HIFIS and any data in the HIFIS after the termination date.
- g) An Organization that has terminated its participation in this Agreement, may, if it so chooses to use the HIFIS as a standalone database, subject to entering into a separate agreement with the HIFIS but for greater certainty, it shall no longer have access to the data shared by other Organizations pursuant to this Agreement.
- h) The obligations of Sections 6, 13(a)(ii), 14, 19, 21 and 22 shall survive the termination of this Agreement.

20 INQUIRIES AND COMPLAINTS

- a) Each Organization will address any complaint made by observing the Policy for Review of Complaints.

21 DISCLAIMER, INDEMNIFICATION AND APPLICATION OF LAWS

- a) The Parties to this Agreement agree that they will participate in and use the HIFIS database in a manner that is consistent with all applicable laws and regulations, including those relating to privacy. The collection, use, disclosure, retention and destruction of Personal Information by Parties to this Agreement will be solely managed and governed by each Party in accordance with applicable laws and regulations.
- b) The Parties to this Agreement will defend, indemnify and save harmless the other Parties to the Agreement from any and all damages, claims, losses or actions whatsoever arising from the indemnifying Party's participation in, and use of, the HIFIS system, and in relation to their acts, omissions and performance or non-performance of their obligations under this Agreement.
- c) In no event shall any Party be liable for any indirect, consequential or punitive damages, even if advised of the possibility.
- d) This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of any dispute raised under this Agreement.

22 GENERAL

- a) No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Parties, *provided that*, upon prior written notice to the other Parties, a Party may assign the Agreement to a successor of operations of the Party through merger, reorganization, consolidation or acquisition.
- b) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties below have signed this Agreement with an effective date of April 1, 2018.

**LONDON CARES HOMELESS
RESPONSE SERVICES**

Per: _____
Name: _____
Title: _____

ST. LEONARDS SOCIETY OF LONDON

Per: _____
Name: _____
Title: _____

**ADDICTION SERVICES OF THAMES
VALLEY - STREET LEVEL WOMEN AT
RISK**

Per: _____
Name: _____
Title: _____

**UNITY PROJECT FOR RELIEF OF HOMELESSNESS
IN LONDON**

Per: _____
Name: _____
Title: _____

YOUTH OPPORTUNITIES UNLIMITED

Per: _____
Name: _____
Title: _____

**THE GOVERNING COUNCIL OF THE SALVATION
ARMY**

Per: _____
Name: _____
Title: _____

MISSION SERVICES OF LONDON

Per: _____
Name: _____
Title: _____

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name: _____
Title: _____

**CANADIAN MENTAL HEALTH
ASSOCIATION, MIDDLESEX**

Per: _____
Name: _____
Title: _____

Schedule A

London Homeless Prevention Network

Consent to Share Personal & Health Information and Give Permission to Allow the London Homeless Prevention Network to Work Together to Solve Your Homelessness

Who we are

The London Homeless Prevention Network is a group of organizations/programs working together to help individuals and families end their experience of homelessness. The Network at the moment includes:

- Mission Services of London
- London Cares Homeless Response Services
- The City of London
- Youth Opportunities Unlimited
- The Salvation Army Centre of Hope
- St. Leonard's Community Services
- Street Level Women at Risk
- Unity Project for the Relief of Homelessness
- CMHA Middlesex

The organizations of the London Homeless Prevention Network may change from time to time. You can get an updated list of members at any time by contacting and asking any one of the organizations.

The organizations of the London Homeless Prevention Network are using a shared computer system called HIFIS. HIFIS allows each organization of the Network to access and share your personal and health information, with your permission, with each other. The computer system in which your personal and health information is stored is secure.

By sharing information in this way, the Network can provide better services and supports to you. The information also helps to better understand homelessness in the City of London, so that policies and programs can be improved.

What we collect

Organizations of the Network may collect personal and health information including your name, age, gender identification, income, health status and housing history.

What we do with your information

- Your personal and health information will be shared on the computer system with other organizations of the Network.
- Your personal and health information will be used by the organizations of the Network to provide you with services and supports.
- The Network will also use your personal and health information for statistical and research purposes, but that information will be provided only on a collective and anonymous basis so that it will not indicate that it is about you personally. Your name will not be shared. This collective and anonymous information might also be provided to the City of London, the Government of Canada, and the Province of Ontario to support policy analysis, research, and evaluation of existing policies and programs respecting homelessness.

What we won't do with your information

- Your personal and health information will not be used for any purpose other than for providing services to you and to support research and policy work regarding homelessness.
- The organizations in the Network will not release your information without your consent to anyone else except for the purpose set out above and unless there is a legal requirement to do so, or a serious concern about your safety or the safety of others.

The organizations in the Network will try to contact you to renew this consent one year from when you provide it.

You can change your mind and withdraw your consent to share your information to organizations in the Network at any time by contacting any organization of the Network. If you do withdraw your consent, you understand that information already in the system will remain in the system, but no future information will be collected for the shared computer system. You can, at any time sign a new consent agreement with any one of the organizations of the Network.

If you have a complaint or question, you understand that you may contact the Manager, Homeless Prevention, Citi Plaza, 355 Wellington Street, Suite 248, P.O. Box 5045, London ON N6A 4L6 - Email: homelessprevention@london.ca.

| | | |
|--|--------------------------|--|
| Date: | Place of signing: | |
| _____ | _____ | _____ |
| | | <i>Agency/Institution/Organization</i> |
| Regarding the personal and health information of: | Date of birth: | |
| _____ | _____ | _____ |
| | <i>Participant</i> | |

I _____ allow my personal and health information
(Name of participant or substitute decision maker)

(or in the case of a substitute decision maker, the name of the individual named above) to be exchanged among organizations in the London HMIS Network for the reasons stated above.

| | | |
|--------------------|----------------------------------|--------------------------|
| | Staff Name /Witnessed by: | |
| Signed: | _____ | _____ |
| Print Name: | _____ | Print Name: _____ |

Date

Schedule B
Agreement for New Parties

This Additional Party Agreement to the Sharing Agreement made March 6, 2018, is entered into by **[insert legal name of Organization that is a New Party]** (“Organization”), effective [insert date] _____, 20____.

WHEREAS the New Party has been approved by the London Homeless Prevention Network to enter into this Agreement;

AND WHEREAS the New Party wishes to participate in the HMIS;

NOW THEREFORE in consideration of being accepted as a Party to the Agreement, the New Party agrees with all present and future parties to the Agreement as follows:

1. The terms used in this Participation Agreement have the meanings attributed to them in the London Homeless Prevention Network Inter-Organization Sharing Agreement (the “Sharing Agreement”) dated March 6, 2018.
2. The Sharing Agreement establishes the terms and conditions upon which the London Homeless Prevention Network will make the HMIS and HIFIS available to and provide the Services to the Organizations and the New Party.
3. The New Party agrees to comply with and be bound by all of the terms and conditions of the Sharing Agreement as if the New Party were a signatory to the Agreement. The New Party shall comply with all of the obligations of an Organization under the Agreement.
4. The New Party’s Privacy officer is: <insert Name, address, phone, fax, email>
5. The following is the contact information for the New Party for the purposes of all communications and notice under the Agreement:

Name:
Contact Name/Title:
Address:
Telephone:
Fax:
Email:

In witness whereof, this Agreement has been executed by the New Party and the London Homeless Prevention Network.

At its meeting on _____, the London Homeless Prevention Network voted in favor of the motion: To accept **Insert Organization Name** as a party to the London Homeless Prevention Network Inter-Organization Information Sharing Agreement.

[Insert Legal Name of New Party Organization]
Per: _____
(Signature)
Name: _____
Title: _____
I have the authority to bind the corporation.

3RD REPORT OF THE
LONDON HOUSING ADVISORY COMMITTEE

Meeting held on February 14, 2018, commencing at 12:18 PM, in Committee Room #5, Second Floor, London City Hall.

PRESENT: J. Coley Phillips (Chair), N. Calford, A. Galloway, M. Inthavong, K. Kaill, J. Malkin, D. Nemeth, B. Odegaard, J. Peaire, J. Stickling and H. Lysynski (Acting Secretary).

ABSENT: D. Peckham and N. Reeves.

ALSO PRESENT: J. Binder, A. DiCicco, S. Giustizia, P. Kokkoros, G. Matthews, D. Purdy, J. Richardson and L. Tulk.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

2. Homelessness Prevention

That it BE NOTED that the London Housing Advisory Committee received the attached presentation from J. Richardson, Manager, Homelessness, with respect to homelessness prevention.

3. Timing of Building Permit Issuance

That it BE NOTED that the London Housing Advisory Committee heard a verbal presentation from P. Kokkoros, Deputy Chief Building Official, with respect to the length of time it takes to issue building permits.

III. CONSENT ITEMS

4. 2nd Report of the London Housing Advisory Committee

That the attendance record in the 2nd Report of the London Housing Advisory Committee from its meeting held on January 10, 2018 BE AMENDED to reflect K. Kaill as Absent.

5. Municipal Council Resolution - 2nd Report of the London Housing Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on January 30, 2018 with respect to the 2nd Report of the London Housing Advisory Committee, was received.

IV. SUB-COMMITTEES & WORKING GROUPS

None.

V. ITEMS FOR DISCUSSION

6. Role of the London Housing Advisory Committee

That it BE NOTED that a general discussion was held with respect to the role of the London Housing Advisory Committee, including presentations that the Members would like to receive at future meetings; it being noted that the following people volunteered to provide information, when appropriate, to a future meeting:

- J. Coley Phillips – London Housing and Housing Development

- Corporation;
- N. Calford - LSTAR; and,
- G. Matthews and L. Tulk – students.

7. Meeting Date Discussion

That the following actions be taken with respect to the London Housing Advisory Committee (LHAC) meeting date:

- a) Thursday BE APPROVED as the regular LHAC meeting day; and,
- b) the Acting Committee Secretary BE REQUESTED to determine which Thursday of March, 2018, best accommodates the majority of members schedules for the next meeting.

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

8. (ADDED) Short Term Accommodations Survey

That it BE NOTED that the London Housing Advisory Committee held a general discussion related to the City of London Short Term Accommodations Survey.

VII. ADJOURNMENT

The meeting adjourned at 1:13 PM.

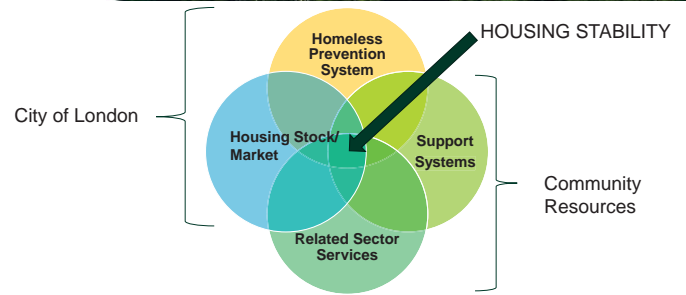
NEXT MEETING DATE: March 14, 2018



Homeless Prevention Update

London Housing Advisory Committee
February 14, 2018

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london.ca

2



CITY FOCUS TOWARDS HOUSING STABILITY

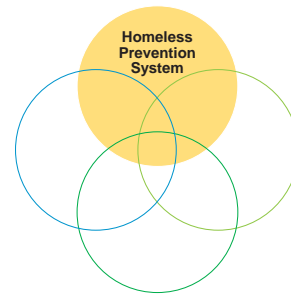


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3



HOMELESS PREVENTION



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4



Homeless Prevention System Implementation Plan for London

The Vision

The City of London's Homeless Prevention System is a coordinated and integrated individual and family centred housing stability approach that is outcome focused and designed to address, reduce and prevent homelessness in London.

Outcomes

Two primary outcomes guide the efforts and form the basis for the indicators of success.
Individuals and families experiencing homelessness obtain and retain housing.
Individuals and families at risk of homelessness remain housed.

Progress is measured through:

Enumeration Events
Statistical Reporting such as emergency shelter use
Evaluation – Order to Reside; Veterans, Housing Stability Bank
Homeless Management Information System

london.ca

5



Definition of Housing Stability/Housing First

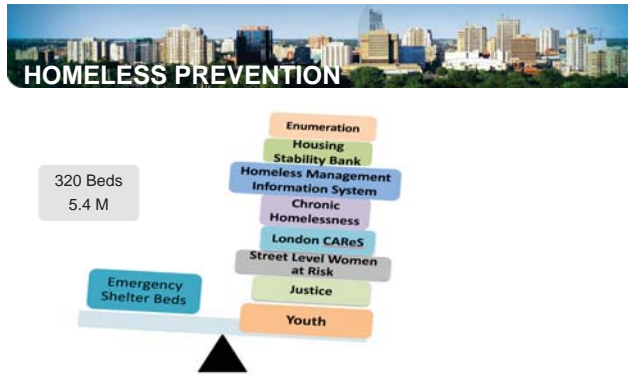
"A Housing First or Housing Stability approach assists individuals and families by seeking out and supporting the right housing, at the right place, with the right level of support to develop lasting housing stability." A Homeless Prevention System for London

A housing and service intervention that provides **immediate access to permanent housing and support services** and is based on a philosophy of **client choice**. Participants are not required to participate in psychiatric treatment or attain a period of sobriety in order to obtain housing.



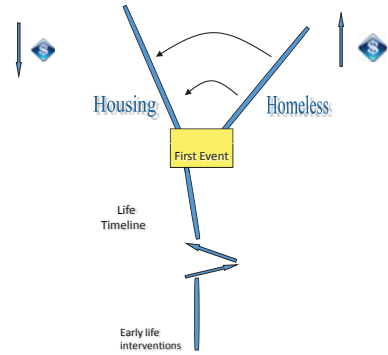
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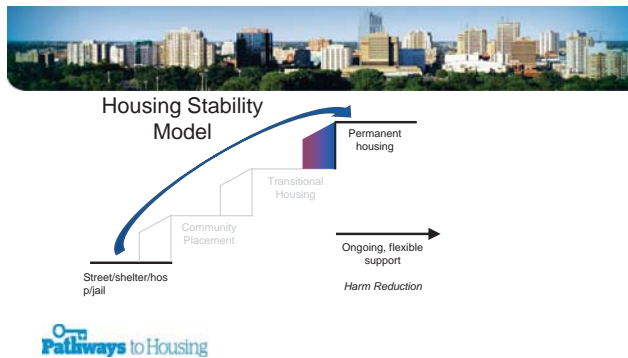


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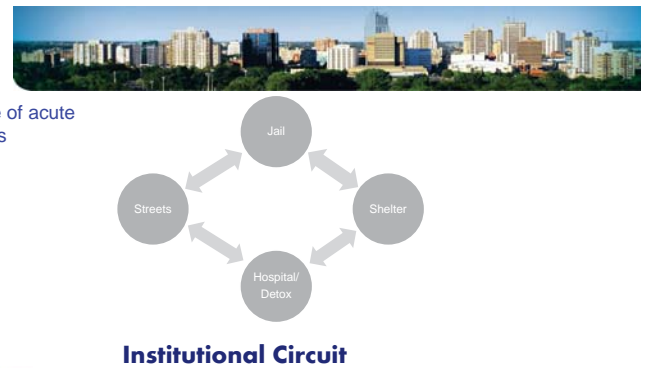


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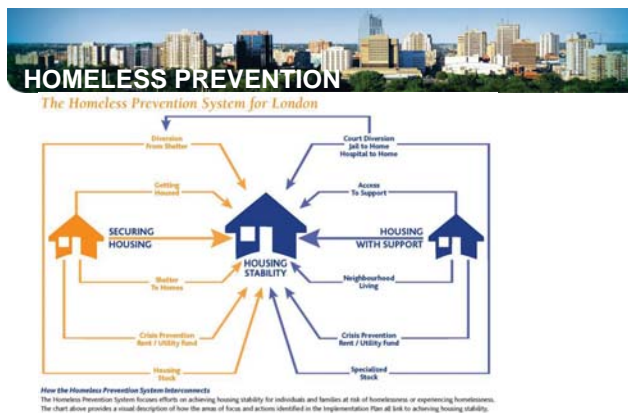
Frequent use of acute care services



One Pathways to Housing

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10



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11



london.ca

12

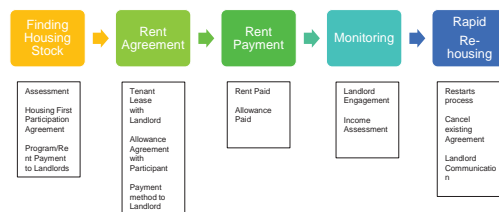
Housing Stability Primary Components

- **Intentional Connection:** 'by-name lists', use of SPDAT, no readiness requirements
- **Housing Selection:** employs Housing Finders, builds housing stock, choice of housing, active relationships with landlords (at least monthly), crisis diversion, inspection of units, rapid rehousing
- **Intensive In-Home Support:** anchors participants to home, intensive case-management, service on evenings, weekends, and holidays, 'whatever it takes for as long as it takes'
- **Emergency Shelter Diversion:** maintains partnerships to help prevent returns to emergency shelter, applies a rapid housing strategy to reduce length of time in emergency shelters
- **Community Belonging:** strength based approach, anchor participants to their neighbourhoods, community integration, coordinates strong support networks

13



Housing Finder Service Path



london.ca

14

Housing First Programs in London

In London, Housing First programs include:

- Access to attainable housing in the neighbourhood of participant's choice with no readiness requirements to be eligible for permanent housing;
- Intensive in-home support focused on housing stability;
- Use of tools including Service Prioritization Decision Assistance Tool (SPDAT), and SMART Goals;
- Service provided during evenings, weekends, and statutory holidays;

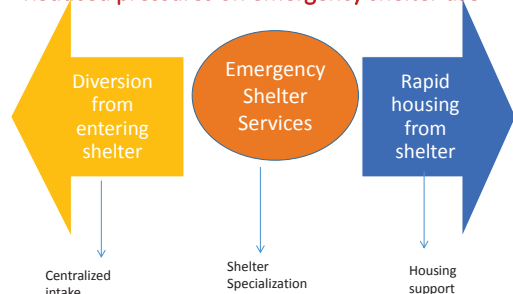
15

Housing First Programs...cont'd

- Adherence to recommended Housing First caseloads, considering participant acuity and stage of housing stability and moderate or intensive case management needs;
- Build relationships with landlords, navigate challenges that impact tenancy as they arise and ensure payment of rent;
- Inspection of units to determine whether they meet minimum property standards and to assess for damage; and,
- An understanding of, and use of, rapid rehousing and emergency shelter diversion practices.

16

Reduced pressures on emergency shelter use



17

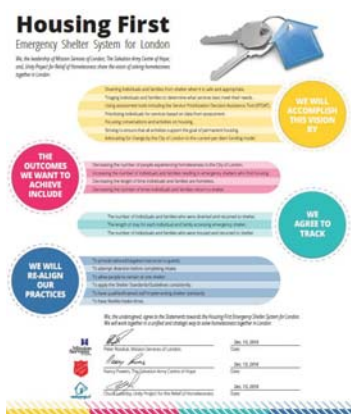


Is emergency shelter a process or a destination?



Iain DeJong Org Code

18

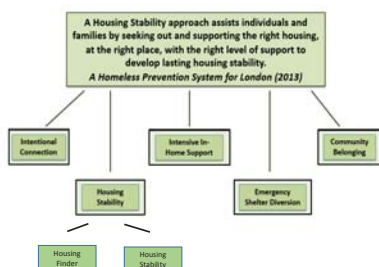


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London Cares Homeless Response Services



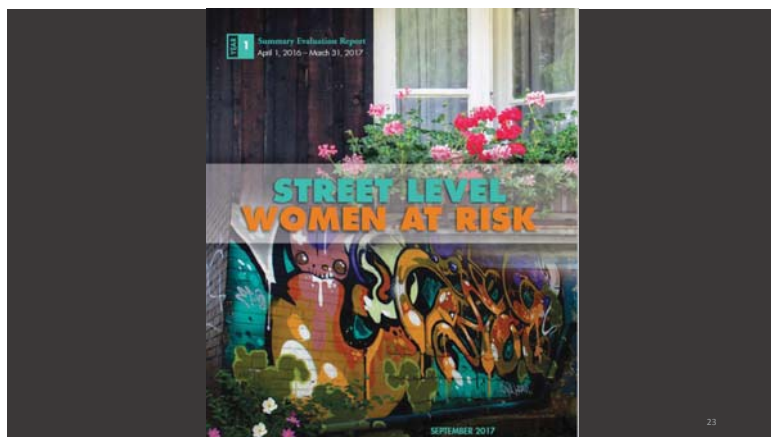
20



21

- First organization in London to use a Housing First approach
- 367 permanent housing placements
 - 231 participants have been housed
 - 136 participants have been re-housed
- 100% of participants have a say in where they live
- 90% of individuals have maintained their housing for one year or more

22



23

What is Street Level Women at Risk

- Street Level Women at Risk (SLWAR) Collaborative assists women who are experiencing homelessness and engaged in street involved sex work to secure permanent housing with supports.
- Using a housing stability/Housing First approach, SLWAR provides rapid response, assistance in securing housing and landlord/tenant relations, intensive in-home support, coordinated referrals and intentional connections focused on sustainable exit strategies, long-term health and well-being and community integration and belonging.

24

Key Findings

- 28 women participated in SLWAR between April 1, 2016 and March 31, 2017
- 86% of women had experienced chronic homelessness before entering SLWAR
- 100% secured permanent housing
- 93% remained housed
- 17% stopped their involvement in sex work
- 85% had no new criminal charge during their participation in SLWAR

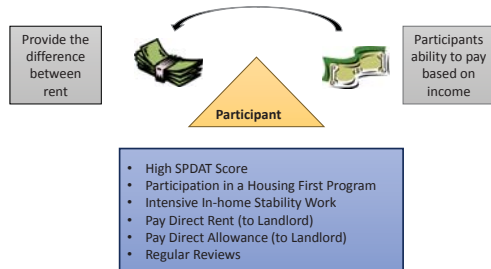
25

Homeless Prevention Allowance Program

- Allowances are flexible investments in long-term housing stability. Allowances support the Housing First approach by assisting with rapid access to permanent housing in the neighbourhood of the participant's choice for individuals and families experiencing chronic homelessness combined with higher acuity and/or extensive emergency shelter stays.
- Providing a flexible investment in housing stability through Allowances combined with in-home intensive support assist with solving chronic homelessness in London.

26

London Homeless Prevention Allowances



27

Project Home: A Youth and Justice Collaboration

- The Housing First Youth and Justice Collaboration aims to transition individuals involved with the justice system and youth residing at an emergency shelter into permanent, sustainable housing with intensive in-home support and shared case management.
- 50 individuals are housed.

28

Rotholme Women's and Family Diversion Project

Goal: To prevent and reduce family homelessness.

- Expected Outcomes:
 - Reduced shelter admissions
 - Increased housing stability
 - Increased health outcomes
 - Increased quality of life
 - Decreased use of health, social and justice services
 - Reduced number of families experiencing homelessness
 - Reduced costs (shelter, health, social and justice)

29

Key Findings

- Rotholme's pilot program was found to be effective for preventing family homelessness
- A low percentage of families ended up in shelter when accessing the diversion program (only 3% between April-Dec 2017)
- As many as 90% of the families were known to still be housed at 18-months follow up (the remaining 2 families could not be contacted)
- Family homelessness is a serious problem that can be prevented with early intervention

30



Jan Richardson, Manager, Homeless Prevention,
Neighbourhood, Children & Fire Services
jrichardson@london.ca
519-661-CITY (2489) ext. 5228

www.london.ca

3RD REPORT OF THE
DIVERSITY INCLUSION AND ANTI-OPPRESSION
ADVISORY COMMITTEE

Meeting held on February 15, 2018, commencing at 12:01 PM, in Committee Room #3, Second Floor, London City Hall.

PRESENT: R. Hussain (Chair), F. Cassar, A. Hamza, Z. Hashmi, S. Lewkowitz and L. Osbourne and H. Lysynski (Acting Secretary).

ABSENT: M. Mlotha, M. Prefontaine, A. Sanchez, S. Sharma and I. Silver.

ALSO PRESENT: T. Allott, S. Khan, K. Husain, A. Prince, T. Tomchick-Condon and T. Wall.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. OPENING CEREMONIES

2. Acknowledgement of Indigenous Lands

That it BE NOTED that the meeting was opened with an Acknowledgement of Indigenous Lands by R. Hussain.

3. Traditional Opening

That it BE NOTED that no traditional opening was received.

III. SCHEDULED ITEMS

None.

IV. SUB-COMMITTEES & WORKING GROUPS

4. Policy and Planning Sub-Committee

That the Policy and Planning Sub-Committee meeting minutes from its meeting held on February 1, 2018 BE RECEIVED; it being noted that the DIAAC received a verbal presentation from A. Hamza, Chair, Policy and Planning Sub-Committee, with respect to this matter.

5. Education and Awareness Sub Committee

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) approved the expenditure of up to \$300.00 for the Hands Against Racism media event, to be held on March 21, 2018; it being noted that

the DIAAC has sufficient funds in its 2018 budget for this expense; it being further noted that the DIAAC heard verbal presentations from R. Hussain and L. Osbourne, Chair, Education and Awareness Sub-Committee, with respect to this matter.

V. CONSENT ITEMS

6. 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on January 18, 2018, was received.

7. Municipal Council Resolution - 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on January 30, 2018, with respect to the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, was received.

VI. ITEMS FOR DISCUSSION

None.

VII. DEFERRED MATTERS/ADDITIONAL BUSINESS

8. (ADDED) Guide For Transitioning Gender in the Workplace

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation from A. Prince, Organizational Development Specialist, with respect to the Guide For Transitioning Gender in the Workplace.

9. (ADDED) Black History Month Event

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation from T. Allott, London Police Services, with respect to the London Black History Month event being held at the London Police Services headquarters on February 23, 2018.

VIII. ADJOURNMENT

The meeting adjourned at 12:30 PM.

NEXT MEETING DATE: March 15, 2018

2ND REPORT OF THE
ACCESSIBILITY ADVISORY COMMITTEE

Meeting held on February 22, 2018, commencing at 3:04 PM, in Committee Room #4, Second Floor, London City Hall.

PRESENT: J. Madden (Chair), M. Cairns, L. Chappell, M. Dawthorne, A. Forrest, N. Judges, P. Moore, K. Ramer and P. Quesnel and J. Bunn (Secretary).

ABSENT: J. Higgins, J. Menard, K. Schmidt and F. Simmons.

ALSO PRESENT: C. Da Silva, J. Davison and K. Husain.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

2. Accessibility Advisory Committee Orientation

That it BE NOTED that the attached presentations from C. Da Silva, Specialist I, Municipal Policy (AODA) and M. Dawthorne, Vice-Chair, Accessibility Advisory Committee (ACCAC), with respect to ACCAC Orientation for new members were received; it being noted that a verbal delegation from J. Bunn, Committee Secretary, was heard related to this matter.

III. SUB-COMMITTEES & WORKING GROUPS

3. Policy Sub-Committee Report

That it BE NOTED that the Accessibility Advisory Committee approved the creation of a "Deferred Matters List" to be included on every agenda and updated with matters that require follow-up.

IV. CONSENT ITEMS

4. 1st Report of the Accessibility Advisory Committee

That it BE NOTED that the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 25, 2018, was received.

5. RESIGNATION - Accessibility Advisory Committee - J. Sanders

That it BE NOTED that the letter of resignation dated January 25, 2018, from J. Sanders, was received.

6. Municipal Council Resolution - Appointment to the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution from its meeting held on February 13, 2018, with respect to the appointment of P. Quesnel to the Accessibility Advisory Committee, was received.

7. Laurentian University School of the Environment, Class ENVI 2546 – FADS

That it BE NOTED that a communication dated February 6, 2018, from T. Wellhauser, Division Manager, Facilities, with respect to the adoption of the City of London 2007 Facility Accessibility Design Standards (FADS) by the Laurentian University School of the Environment, Class ENVI 2546, was received.

8. Confederation College - FADS

That it BE NOTED that a communication dated February 6, 2018, from T. Wellhauser, Division Manager, Facilities, with respect to the adoption of the City of London 2007 Facility Accessibility Design Standards (FADS) by Confederation College, was received.

V. ITEMS FOR DISCUSSION

9. ACCAC Delegations at Community and Protective Services Committee

That it BE NOTED that the Accessibility Advisory Committee held a general discussion related to the approved delegations before the Community and Protective Services Committee, related to Community Gardens and the Mayor's New Year's Honour List.

10. Volunteer from ACCAC for Candidate Information Session on April 7, 2018

That it BE NOTED that A. Forrest, M. Cairns and K. Husain will attend as Accessibility Advisory Committee volunteers at the Candidate Information Session to be held on April 7, 2018.

11. ACCAC Work Plan

That the attached 2017 Accessibility Advisory Committee (ACCAC) Work Plan Summary BE FORWARDED to the Municipal Council for their information; it being noted that the ACCAC held a general discussion related to the 2018 Work Plan.


VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

None.


VII. ADJOURNMENT

The meeting adjourned at 6:03 PM.


NEXT MEETING DATE: March 22, 2018



ACCAC Welcome



Chantel Da Silva
Specialist, Municipal Policy (AODA)
519-661-CITY(2489) ext. 2425
cdasilva@london.ca



Agenda

- Strategic Plan 2015-2019
- Vision, Mission, Values
- Legislative environment
- Integrated Accessibility Standards Policy
- City of London Multi-Year Accessibility Plan
- Roles and responsibilities



2015-2019 Strategic Plan

- City council developed [Strategic Plan](#) in 2015 in consultation with stakeholders and administration
- Outlines the Vision, Mission, Values of the City of London
- 4 Strategic Areas of Focus
 - Strengthening our Community
 - Building a Sustainable City
 - Growing our Economy
 - Leading in Public Service





2015-2019 Strategic Plan

Strengthening our Community

- Healthy, safe and accessible city
 - What are we doing? Invest in programs and infrastructure to make London more accessible
 - How are we doing it? City of London Accessibility Plan 2013-2017





City of London

VISION
A leader in commerce, culture, and innovation — our region's connection to the World.

MISSION
At Your Service — a respected and inspired public service partner, building a better city for all.

VALUES
Individual Responsibility
Collective Accountability
Collaboration
Innovation



Legislative Environment

Ontario Human Rights Code

Accessibility for Ontarians with Disabilities Act


Integrated Accessibility Standards Regulation

Customer Service
Information and Communications
Employment
Transportation
Design of Public Spaces



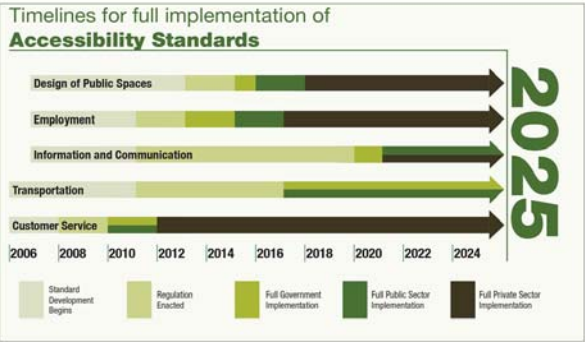
Legislative Environment

- Also, accessibility is being integrated into other pieces of legislation
- Example: Ontario Building Code and the Municipal Elections Act
- AODA and regulations are administered by the Province's Accessibility Directorate of Ontario
- Existing standards are reviewed every 5 years
- New proposed standards include Education and Health Care



Legislative Environment

Timelines for full implementation of Accessibility Standards



The chart displays five horizontal bars representing the implementation timeline for different accessibility standards. The x-axis shows years from 2006 to 2024. The y-axis lists the standards: Design of Public Spaces, Employment, Information and Communication, Transportation, and Customer Service. A large '2025' is shown on the right. The legend indicates five stages: Standard Development Begins (lightest green), Regulation Enacted (light green), Full Government Implementation (medium green), Full Public Sector Implementation (dark green), and Full Private Sector Implementation (darkest green).

| Standard | Standard Development Begins | Regulation Enacted | Full Government Implementation | Full Public Sector Implementation | Full Private Sector Implementation |
|-------------------------------|-----------------------------|--------------------|--------------------------------|-----------------------------------|------------------------------------|
| Design of Public Spaces | 2006 | 2008 | 2010 | 2012 | 2014 |
| Employment | 2006 | 2008 | 2010 | 2012 | 2014 |
| Information and Communication | 2006 | 2008 | 2010 | 2012 | 2014 |
| Transportation | 2006 | 2008 | 2010 | 2012 | 2014 |
| Customer Service | 2006 | 2008 | 2010 | 2012 | 2014 |



Accessibility Policy

- Integrated Accessibility Standards Policy available on London.ca
 - City Hall > Accessibility > [Accessibility London Page](#)
- ACCAC Consults on Policy and Plan Developments





Multi-Year Plan Requirements

- Establish a multi-year accessibility plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under this Regulation
- Post the accessibility plan on our website
- Review and update the accessibility plan at least once every five years
- Consult the ACCAC
- Annual status update reports on the progress of the Plan




2013-2017 Multi-Year Plan

Appendix A: Accessibility Action Plan for 2013-2017

| Service Area | Barrier | Action | Timeline |
|---|---|---|----------|
| GENERAL POLICIES AND PROCEDURES | | | |
| ACCAC Steering Committee, Accessibility Coordinator | Systemic Barriers | Create 5-year accessibility plan and annual status updates. | Ongoing |
| ACCAC Steering Committee, Accessibility Coordinator | Systemic Barriers | Develop and maintain ACCAC policies, procedures, practices, particularly for the new Integrated Standard | Ongoing |
| ACCAC | Systemic Barriers | Review City Budget with an accessibility lens | Ongoing |
| ACCAC | Systemic Barriers | Conduct an internal review of ACCAC committee, mandate, and structure to ensure it is representative of the community and meeting its mandate | Annually |
| ACCAC | Participation | Create a Public Event Policy for all City meetings and public participation events | 2014 |
| Purchasing | Inaccessible Facilities, Goods and Services | Continue to consider accessibility in procurement | Ongoing |





2018–2021 Multi-Year Plan

- 4 year MYP cycle
- 2021 aligns with final compliance deadline for websites
- Streamline the number of smaller objectives into larger themes with milestones
- Provides time for service areas to research and request budget from Council for initiatives as part of the next budget cycle

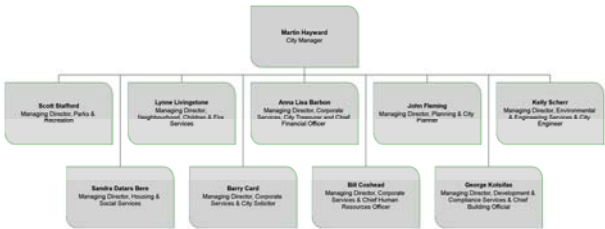


ACCAC and the Multi-Year Plan

- Have the ACCAC included as a group that can develop objectives they will set out to accomplish over the next 4 years through their annual work plans
- ACCAC established and collected feedback from London residents on accessibility in our city and what we did well and where we need to still develop



City Service Areas



Roles and Responsibilities

- Specialist, Municipal Policy
 - Scope
 - ACCAC advisory on accessibility/AODA
 - Advice, recommendations
 - Policy development
 - Plans development
 - Corporate-wide coordination



Questions?

Chantel Da Silva
Specialist, Municipal Policy (AODA)
519-661-CITY(2489) ext. 2425
cdasilva@london.ca

london.ca

City of London Accessibility Advisory Committee

Orientation for members
February 22, 2018

History

- In 2001 Ontario passed the Ontarians with Disabilities Act (ODA)
- The ODA required all municipalities of 10,000 residents or more to have an Accessibility Advisory Committee with at least half the members being persons with a disability
- Often referred to as AACs (**A**ccessibility **A**dvisory **C**ommittees) or MACs (**M**unicipal **A**dvisory **C**ommittees), London refers to theirs as ACCAC or AccAC (**A**ccessibility **A**dvisory **C**ommittees) as they already used AAC for the Agricultural Advisory Committee

Role

While it is the legislative mandate of the Municipal Council to make the final decision on all matters that affect the Municipality, the role of an advisory committee is to provide recommendations, advice and information to the Municipal Council on those specialized matters which relate to the purpose of the advisory committee, to facilitate public input to City Council on programs and ideas and to assist in enhancing the quality of life of the community, in keeping with the Municipal Council's Strategic Plan principles. Advisory committees shall conduct themselves in keeping with the policies set by the Municipal Council pertaining to advisory committees, and also in keeping with the Council Procedure By-law.

Mandate

The Accessibility Advisory Committee (ACCAC) shall advise and assist "the organizations" in promoting and facilitating a barrier-free London for citizens of all abilities (universal accessibility), including persons with disabilities. This aim shall be achieved through the review of municipal policies, programs and services and the identification, removal and prevention of barriers faced by persons with disabilities.

So what is in and out of scope?

Composition

- 13 voting members
- At least 7 must be Persons with a Disability
- 1 must be a parent of a Child with a Disability
- Up to 5 members at large, who may or may not have a disability or be a parent of a Child with a Disability
- 10 Non-voting resource positions representing various sectors

Resource members

- Members from each of the following specific sector organizations;
 - Two representatives from the Boards of Education
 - One representative from the regional AODA Committee
 - One representative from the Employment Sector
 - One representative from the seniors’ community of London
 - One representative from the housing and development sector
 - One Health Care or Wellness Practitioner
 - One representative from the Newcomer/Multicultural sector**
 - One representative from Mental Health Sector
 - One Post-Secondary Student Representative

Sub-Committees and Working Groups

- Currently there are 3 Sub-Committees
 - Built- Environment
 - By-Law and Policy
 - Education and Awareness
- ACCAC can opt to add or remove sub-committees or working groups as needed
- Working Groups meet for a shorter period of time to work on one specific objective

Roles of ACCAC members

- Chair
- Vice-Chair
- Parent representative
- Sub-committee Chairs (currently 3 positions)
- Transportation Advisory Committee representative
- Trails Advisory Group representative
- Site Plan reviewer(s)
- Playground selection representative
- **Community Garden Advisory Committee representative

Past Accomplishments

- Facility Accessibility Design Standards (FADS) development
- More accessible recreation (more Spectrum programs, cost parity, Subsidy streamlined)
- Playground design mind-shift
- Expansion of Easter Seals Access2 program
- Improved accessibility guidelines for Trails, gardens, elections, Council/committee meetings
- Countless outreach and education events
- Development of a comprehensive Funding Resource Guide

| Project/Initiative | Background | Lead/Responsible | Proposed Timeline | Proposed Expenses | Proposed Budget | Relation to London Strategic Plan |
|--|---|---------------------------------------|-------------------|---|-----------------|---|
| Transportation Advisory Committee (TAC) representative | Designated ACCAC rep on TAC | As elected by ACCAC | Ongoing | NIL | NIL | The strategic plan repeatedly references the Transportation Master plan, one of the primary documents used to direct the actions of TAC |
| Trails Advisory Group (TAG) Representative | Designated ACCAC rep on TAG | As elected by ACCAC | Ongoing | NIL | NIL | Building a sustainable City 2.A (pg 11) |
| Accessibility themed open-house(s)/community consultation(s) | ACCAC has identified a need to better represent the incredibly diverse needs of ALL disabilities and aspects of accessibility that cannot be sufficiently met by a committee of 13 members Consultations will solicit information on existing barriers and successes that could be expanded upon Solicited information will form the basis of the development of the 2017 Accessibility Advisory Committee Work Plan, and will contribute to the writing of the City's Accessibility Plan (required in 2017/18) | Education and Awareness Sub-committee | Fall 2017 | Food, Marketing, Promotional materials | \$1000-\$2000 | Leading in Public Service 1A; 4A; Strengthening Communities 2B; 3A; 5C; 5H |
| | Host a Strategic Planning Session with all ACCAC members to develop Short term (2017 Work Plan), Mid-range (balance of term) and Long Term (for consideration in the 2018-2022 Accessibility Plan) goals Ensures city compliance with aspects of the AODA implementation | Chair/Vice-Chair | Fall 2017 | Food, Space | 200 | Strengthening Communities 3A Note: development of Accessibility plan in conjunction with ACCAC is mandated under AODA legislation |
| Long Term Planning | This is mandated under AODA legislation (See Site Plan Process best practice Initiative) | Chair/Vice-Chair | Ongoing | NIL | NIL | This is mandated under AODA legislation |
| Site Plan Reviews | From June26, 2014 Council Resolution "9. That the following actions be taken with respect to the 5th Report of the Accessibility Advisory Committee (ACCAC), from its meeting held on May 22, 2014: a) the matter of the naming of Sanitorium Road BE REFERRED to the Civic Administration, and more particularly to the Child and Youth Network, for engagement and conversations to break down potential barriers and to assist in eliminating stigmas specific to children's mental health;" | Mental Health Working Group | 2016-2017 | Expenses will likely be incurred in the implementation of recommendations developed throughout this process. These cost will be variable dependent on recommendation. | NIL | Strengthening Communities 2B; 3A; 5C; 5H Leading in Public Service 1A |

| | | | | | | |
|---|---|---|--|-------------------------------------|---|--|
| Participate in annual FADS review | Recurring role of ACCAC since FADS was adopted by the City. It is expected areas specific to Parks, Playgrounds and Community Gardens will be impacted by other initiatives undertaken in this Work Plan | Built Environment Sub-Committee | As requested by City Staff | Nil | NIL | Per ACCAC Terms of Reference |
| Development of a Playground Accessibility Design Standard (to be included in future FADS revisions) | Historically ACCAC has had a member sit in on Playground RFP evaluations. Existing legislation and standards are either poor or silent on minimum accessibility requirements for playgrounds. In 2104/early2015 ACCAC developed a playground survey (available on london.ca) to solicit feedback on existing perception of accessibility in city parks. | Built Environment Sub-Committee | | NIL | NIL | Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D |
| Review/revised best practices/accessibility guidelines and considerations for Site plan review process (developed by ACCAC in 2016) based on staff feedback | Site Plan review is mandated responsibility of ACCAC since the ODA (2001) Changes to AODA, Ontario Building Code and FADS have ensured most accessibility requirements are now met. Legislation still has some gaps or variances (e.g. applicable to different parties) Best practices/accessibility guidelines and considerations may include a review checklist or information document available/distributed with building or renovation permit requests | Built Environment Sub-Committee | Dependent on staff timelines - estimated Spring 2017 | NIL | NIL | Leading in Public Service 5A |
| Consult/Advise members of the public/external; parties upon requests or referral from city staff | Historically ACCAC has received, often through City staff or accessibility@london.ca, requests to advise builders, architects, businesses, and citizens (amongst many other groups) on aspects of accessibility ACCAC has historically partaken in outreach varying from hosting full day conferences, to Lunch 'N' Learns, to exhibiting at community events (e.g. Car-free Sundays) Opportunities will focus primarily on exhibiting at events, and may include King's College Social Work Week, Dundas Street Festival, etc. | Variable sub-committees or ACCAC Chair/Vice Chair; as appropriate | Ongoing | NIL | NIL | Strengthening our Community 1A; 5B; 5C; 5H |
| Undertake Community Outreach to raise Awareness of ACCAC and its role within the city; Promote resources developed by ACCAC to Londoners | Financial resource guide was developed in 2011 by ACCAC Focused on funding sources available to persons with a disability (related to the disability). Most extensive and comprehensive guide of its kind at the time. New funding has since become available, others have been discontinued. Discussions of adding new segments for corporate funding for accessibility initiatives (e.g. renovations, employment, etc) | Education and Awareness Sub-committee | Ongoing | registration costs, ACCAC materials | >\$100 per session; not to exceed \$1000 annually | Leading in Public Service 1A; Strengthening Communities 2B; 3A; |
| complete final edit/review of Financial Resources for Persons with Disabilities Guide and post on ACCAC section of london.ca | | Education and Awareness Sub-committee | spring 2017 | NIL | NIL | Leading in Public Service 1B; 1C Strengthening our Community 3A |

| | | | | | | |
|--|--|--|-------------------------|---|-------|---|
| Access2 expansion | Several years ago the City of London became the first municipality in Canada to accept the Access2 Card (Easter Seals program) at all municipal venues. During that expansion London also went from 3 to 48 venues accepting the card. Many new venues/programs now exist and could be approached. | Education and Awareness Sub-committee | Ongoing throughout 2017 | NIL | NIL | Strengthening our Community 2B, 2C, 3A |
| Review of existing roadway/sidewalk construction for accessibility | in 2016 ACCAC noted to the city concern with significantly reduced accessibility during construction on a major roadway. Within days temporary changes were made to allow better mobility. | Built Environment Sub-Committee | Spring - Fall 2017 | NIL | NIL | Strengthening our Community 5G, 5H, 5I, |
| Sidewalk accessibility | One of the most comon concerns heard by members of ACCAC is inaccessible sidewalks due to: construction; poor maintenance (e.g. puddles); lack of snow removal; blocked by vehicles or other | jointly by Built Environment, Plicy, and Education Sub-Committee depending on approaches taken | Spring - Fall 2017 | potentially materials/pamphlets | \$600 | Strengthening our Community 5G, 5H, 5I, Building a Sustainable City 1A, 1C, 2A, |
| Outdoor events guide review/update completed | Changes to accessibility legislation make existing guide somewhat outdated. | Policy Subcommittee | winter-spring 2017 | NIL | NIL | Strengthening our Community 2B, 2C |
| Review Deaf/Blind child at play sign policies | ACCAC members have noted many of these signs have been placed in the same location for decades. This has raised questions about the program | Policy Subcommittee | winter 2017 | NIL | NIL | Strengthening our Community 5B |
| Investigate/discuss benefits/impact of making ACCAC brochures/materials in alternate languages | During revision of ACCAC materials in 2016, some members questioned whether we were reaching all Londoners who may benefit from the informaiton in our materials and encouraged we explore alternate languages. | Education and awareness subcommittee | winter 2017 | printing and translation costs (if decision is made to proceed with printing) | 1000 | Strengthening our Community 2A |
| Language guidelines to be adopted by city | Various ablist language and phrases remain common vernacular, even amongst council. ACCAC wishes to draw attention to people first language | Policy Subcommittee | spring 2017 | NIL | NIL | Strengthening our Community 2C |
| City wide meeting accessibility protocols and procedure | A 2016 ACCAC meeting did not have an access team for a member require it. Was informed there was no policy or procedure for proceeding/cancellations insuch circumstances | Policy Subcommittee | spring 2017 | NIL | NIL | Strengthening our Community 2C |
| Investigate and make recommendation to City on accessibility in 'non-traditional' parks (e.g. community gardens, dog parks, urban agriculture) | ACCAC members have noted many opportunities for enhanced accessibility at outdoor municipal venues/parks. Have worked with Trails, community gardens to date. | Built Environment Sub-Committee | Spring - Fall 2017 | NIL | NIL | Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D |

| | | | | | | |
|--|---|--|-----------|----------|--|-------------------------------------|
| Engage in discussions around Paratransit and what role, if any, the city could/should undertake in improving the service, noting it is an LTC service, not that of the city directly | Paratransit system is significantly overburdened and very cumbersome for users (requiring prebooking 3 days prior, often taking numerous calls to get through, booking times sometimes hours earlier than desired). Many requests go unfilled | Policy Subcommittee | Fall 2017 | NIL | NIL | Strengthening our Community 5H |
| Participate in the development and review of the 2018-2022 Accessibility Plan | mandated responsibility of ACCAC under the AODA | Policy Subcommittee, final draft to be brought to full committee | Fall 2017 | NIL | NIL | Accessibility Action Plan 2013-2017 |
| Develop and maintain AODA policies, procedures, practices, particularly for the new Integrated Standard. | Included in the current 2013-2017 Accessibility Plan | Policy Subcommittee | Ongoing | NIL | NIL | Accessibility Action Plan 2013-2017 |
| Review City Budget with an accessibility lens. | Included in the current 2013-2017 Accessibility Plan | Chair/Vice-Chair | | NIL | NIL | Accessibility Action Plan 2013-2017 |
| Annually nominate a candidate for the Mayor's New Year's Honor List under the Persons with Disabilities category. | Included in the current 2013-2017 Accessibility Plan | Chair/Vice-Chair | Fall 2017 | NIL | NIL | Accessibility Action Plan 2013-2017 |
| Continue to develop and distribute pamphlets to inform the public about issues related to persons with disabilities. | Included in the current 2013-2017 Accessibility Plan | Education and Awareness Subcommittee | Ongoing | printing | \$1,200 | Accessibility Action Plan 2013-2017 |
| Provide the City feedback regarding web and document accessibility | Included in the current 2013-2017 Accessibility Plan | Education and Awareness Subcommittee | ongoing | NIL | NIL | Accessibility Action Plan 2013-2017 |
| | | | | | | |
| | | | | Total | not to exceed \$6000 (ACCAC's historically approved Annual budget) | |



March 20, 2017

Chair and Members

Community and Protective Services Committee, 4pm

RE: Request for Support for UN Safe Cities Initiative

In 2017, London City Council unanimously passed a motion to work with ANOVA toward a United Nations Women Safe Cities designation for the City of London.

The goal of the Safe Cities program is to create safe and empowering spaces for women and children; whether that be a workplace, school, park or transit system. Having undertaken this designation, London is committed to the United Nations to the following phases:

- Undertake a scoping study of the incidence (where, what, who, when) of sexual violence and harassment in public spaces in London
- Use the data that emerges from the scoping study to determine locally relevant actions to prevent and better respond to sexual violence and harassment in public spaces in London

ANOVA has the direction to report back to Council within a year with a proposal on how to undertake Phase 1.

We have met with the initiative lead within United Nations Women, have had multiple conversations with representatives from the Winnipeg Safe Cities Initiative, and with the support from four student interns from Western University and our research partners at the Centre for Addictions and Mental Health (CAMH), we have compiled existing data on the incidence of sexual violence.

The vast majority of this data is on a national level and pertains to sexual violence occurring in private spaces. Deriving from these meetings and the initial information gathering, and upon the recommendation from our research partners at CAMH, we are requesting funds to enable access to a mapping tool and to undertake targeted focus group community conversations. This combination of quantitative and qualitative data will provide the needed local and relevant data to move on to Phase 2 and determine our London actions.

We propose to use novel mapping technologies as a way to map peak times and locations for sexual harassment and sexual aggression to develop solutions to make London safer for girls and women.

Smart phone technology developed in Australia enables us to capture in real-time where women and girls feel safe or unsafe in public spaces. By applying this technology in London, policies



and other interventions can be developed that focus precisely on areas of the city that are unsafe for girls and women.

See **Appendix A** (attached) for details on the mapping technology developed by an Australian company called **CrowdSpot** (<http://crowdspot.com.au/>), which is being used to track and map women's experiences in public spaces.

| PROJECT PHASE | DETAILS | COST |
|----------------------|--|-------------------------------------|
| Design and Build | Build your project with the right map design, survey configuration and branding to match your community and the information the community wishes to collect. | \$6,500 - \$8,500 |
| Community Engagement | Promotion of the mapping tool to enhance community participation | \$400/month for three months |
| Data Insights | Develop spatial maps and reports for community | \$3,000 - \$6,000 |
| Total | | \$15,700 |

Importantly, we will also undertake 3-4 focus groups in collaboration with community groups or agencies, targeting sub-populations who experience higher levels of sexual violence or who may be under-represented in the mapping tool data.

These would include the Muslim community, the LGBTQ+ community, newcomers and refugees, and those living with a disability/differently abled individuals. This qualitative data will help flesh out the nuance of how sexual violence is experienced differently based on one's identity and the effects of the larger mainstream culture.

By incorporating the voices and experiences of women and girls, the mapping tool and the focus groups can steer the development of Phase 2 activities which can include policies, programming and city planning to make public spaces safer for girls and women and address the underlying causes of threats to women's safety.

This data is vital as we move toward a Safe City designation. In the #MeToo and #TimesUp era, this is a concrete step in the right direction as we work to create safe and empowering spaces for all.



As we move forward, ANOVA is requesting that the following actions be taken:

- Council approve one time funding of \$15,700 to ANOVA for the undertaking of the mapping tool
- Council direct staff to identify a lead person within the Corporation of the City of London who will be tasked with co-coordinating the London Safe City Initiative alongside ANOVA; this person will help coordinate focus groups, coordinate regular Steering Committee meetings and to manage the launch and dissemination of the mapping tool, work totaling roughly 20/per week.

Sincerely,

Anova

APPENDIX A:

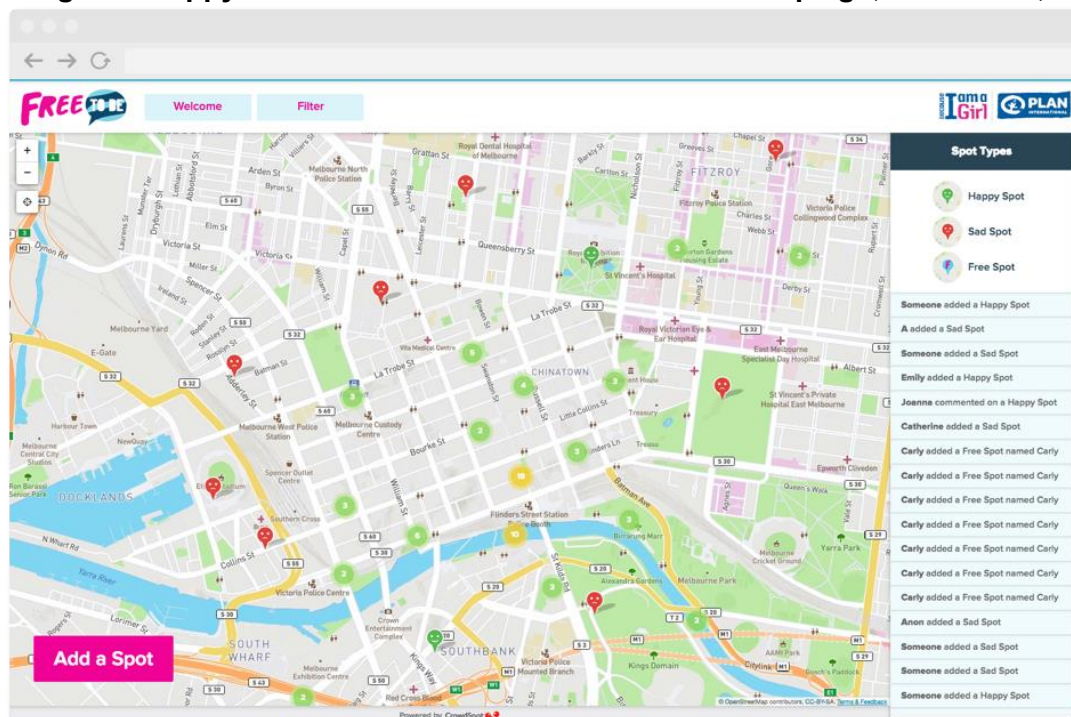
Using web-based interactive maps, women drop “pins” for locations in the city where they feel safe or unsafe and provide descriptions of their experiences. These data are used to identify “hot spots” for sexual harassment and sexual aggression. The data can also show the types of public spaces where women feel safe and identify from their descriptions why these are safe spaces. Additional data can be collected so that safety can be assessed for racialized and marginalized populations.

This approach was used in Melbourne as part of the “Free to be” campaign funded by Plan International, where over a 3 month period over 1300 pins were dropped by about 1000 women – with green pins marking “happy” places and red pins marking “sad” locations.

(See Figure 1 below).

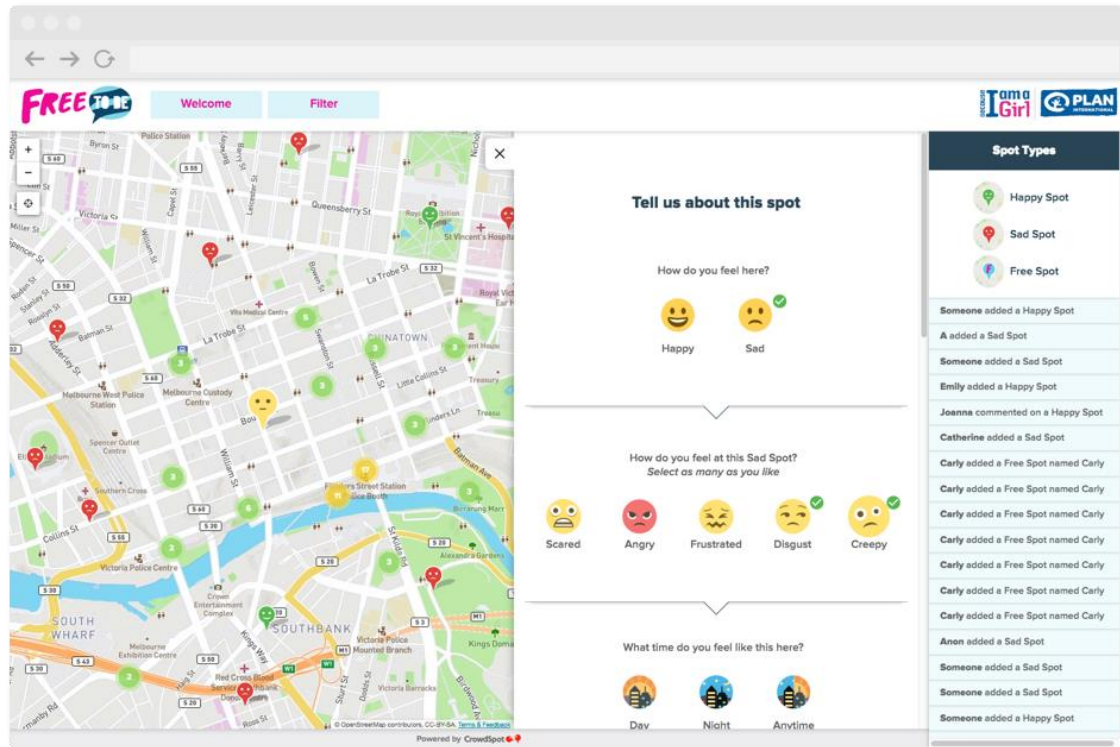
These data identified locations in the city where women were most likely to experience incidents of sexual harassment, thus providing important information for city planners and policy makers. We propose to work with **CrowdSpot** to apply this mapping technology to mapping safe and unsafe spaces in London. They will build, maintain and oversee the map interface for London. The data will be hosted at a website which is user friendly and responsive to any browser (e.g., ipad, smartphone, desktop). The webserver can be located in Ontario (e.g., Amazon webserver in Canada).

Image 1: “Happy” and “sad” locations in Free to Be Campaign, Melbourne, Australia



<http://crowdspot.com.au/>

Image 2: How women felt at locations they pinned in Free to Be Campaign, Melbourne, Australia



<http://crowdspot.com.au/>



P.O. Box 5035
300 Dufferin Avenue
London, ON
N6A 4L9

London
CANADA

September 20, 2017

Mayor M. Brown

I hereby certify that the Municipal Council, at its meeting held on September 19, 2017 resolved:

13. That the following actions be taken with respect to A Partnership to Establish London as a UN Women's Safe City:

- a) ANOVA BE APPOINTED as the lead organization in developing a five-year Safe Cities plan for London;
- b) a Steering Committee of sexual assault and research experts BE CREATED by ANOVA to explore how we can make London a safe space for everyone; and,
- c) the above-noted Steering Committee BE DIRECTED to report back to Municipal Council, within a year, with a list of recommendations to work towards a UN Safe Cities Designation;

it being noted that the Community and Protective Services Committee (CPSC) received a communication dated September 12, 2017 from Mayor M. Brown, related to this matter;

it being further noted that the CPSC received the attached presentation from J. McGregor, Director, Community Programs, ANOVA and Dr. A. Trudell, Manager of Education, Training and Research, ANOVA, related to this matter. (2017-A01) (13/12/CPSC)

C. Saunders
City Clerk
/kmm

cc: M. Marcellin, Senior Policy Advisor
List of external cc's on file in the City Clerk's Office



P.O. Box 5035
300 Dufferin Ave
London, ON
N6A 4L9

Tuesday March 20, 2018

Chair and Members of the
Community and Protective Services Committee

Re: Special Events Fee – Indigenous Bands and Indigenous Organizations

It has come to my attention that the City of London's Fees and Charges By-law contains a number of fees related to the use of our parks and recreation facilities for special events. Although the By-law does provide for reduced fees for "Non-Profit" organizations for hosting special events, there is no provision for reduced fees or no fees for Indigenous Bands and Indigenous Organizations.

As we continue to move forward in the spirit of reconciliation with our Indigenous communities, I request that the following recommendation be supported:

"The Civic Administration BE DIRECTED to make the necessary changes to the City of London's Fees and Charges By-law and other relevant By-law to provide for Indigenous Bands and Indigenous Organizations the use of City of London's parks and recreation facilities at no charge for cultural celebrations."

Respectfully submitted,

Tanya Park,
Councillor, Ward 13

Maureen Cassidy
Councillor, Ward 5

From: Ben Miller
Sent: Monday, February 26, 2018 11:03 AM
To: Ridley, Virginia <vidley@london.ca>
Cc: Hubert, Paul <phubert@london.ca>
Subject: Re: Salvation Army Commissioning

Two years ago I asked that the city acknowledge the Salvation Army's very significant involvement in this city for over 130 years. The city had just made a concerted effort to recognize the LGBTQ community by painting rainbow colours on a number of intersections around the city in time for Pride week. This appeared to have been done in record time for a cause that is considered worthy of recognition.

At the same time there was an event about to take place at our London convention center being held by the Salvation Army as they commissioned their officers/clergy. It seemed to me that in view of the Salvation Army's contribution to the day to day lives of the citizens of London that the Salvation Army colours Red, Yellow and Blue could be painted at the intersection of Wellington and Horton Streets near the Centre of Hope.

I didn't receive any official explanation but was led to understand that there might be a more appropriate type of recognition and timing might be better suited to another time of year.

I wanted to take another run at this. It seems to me that as a city we are eager to get behind popular issues as worthy as they might be but at the same time overlook some things that have contributed in a very meaningful way to the fabric of this city from its early beginnings to the present. This seems to smack of prejudice of a different kind and I would like to shine some light on it.

Perhaps painting colours on intersections wouldn't be suitable. After all there are many, many organizations and people groups that should be recognized. Recently at our main branch Library there was an excellent display and presentation relating to the 100th anniversary of women's suffrage. If we started to paint intersections, where would it end?

The city could decide to fly the Salvation Army Flag (with their permission of course) commemorating some significant date or even for a period of days or weeks. This again could present problems as the line formed for worthy causes to have their flags flown.

Should we then just promote the "Flavours of the day" and draw the line at so many others? It is a difficult decision to make.

Getting back to my main issue, the street painting and flag flying might be too minor an acknowledgement for an organization that has done and continues to do so much for this city. I would like to recommend that the city put up a bronze plaque in Victoria Park acknowledging and thanking the Salvation Army for over 130 years of service in the city of London with the quote of the founder William Booth that I have included in my attached original request. It would be fitting under the circumstances if the mayor could read this out at a suitable ceremony.

Virginia, it would be greatly appreciated if you would submit this email and my attachment to the clerk's office for consideration on the next CWC agenda.

Thank you for your service.

Ben Miller

774 Notre Dame Dr., London, ON N6J3B8

Thursday, June-02-16

Attention: Virginia Ridley, Councillor Ward 10

The Salvation Army is commissioning their new officers/clergy in London the weekend of June 24 – 26. This is being held at the London Convention Centre. These men and women will become part of a group of 766 serving in the Salvation Army throughout Canada.

This faith based organization has been meeting the practical needs of Londoners for generations (providing shelter for the homeless, feeding the hungry and programs for men and women with addictions). Their foundation is based on Biblical principals and the teaching of Jesus Christ.

The Salvation Army:

- first met in London in 1882

- started social work programs in prison in Toronto in 1890

- were instrumental in starting the first parole program for prisoners in Canada.

The Salvation Army is currently the largest non-governmental direct provider of social services in Canada serving over 1.85 million people per year.

Their founder William Booth said:

“While women weep as they do now,
I’ll fight
While men (and women) go to prison , in and out and in and out, as they do now,
I’ll fight
While there is a drunkard left,
I’ll fight.
While there is a poor lost girl upon the streets,
I’ll fight
While there remains one dark soul without the light of God,
I’ll fight. I’ll fight to the very end.”

This was a quote from over 100 years ago and yet we continue to deal with all of these issues in London today. It’s a good thing the Salvation Army is still here.

In view of the fact that the city has agreed to recognize the LGBT community by painting rainbow colours at intersections in the city, I would ask that the city paint the Salvation Army colours (Yellow Red and Blue) at the intersection of Horton and Wellington Streets near the Centre of Hope.

This would be a fitting recognition of an organization that has done so much practically and spiritually in London for so many decades.

Although the time is short, it would be wonderful if this could be done in time for the Commissioning weekend.

I am submitting this as a proud citizen of London although I am not a member of the Salvation Army.

Ben Miller
774 Notre Dame Dr.
London, ON N6J3B8

Hi Ms. Bunn,

Is it possible to rearrange an opportunity so I can speak on the same issue (issuing of Taxi plates) to the relevant officials in the City Hall?

Best regards,

Yousef Barbin

Hello,

By way of this email the United Way Elgin Middlesex is requesting delegation status to present on the year one accomplishments of London For All at the CAPS meeting on May 29, 2018.

We require 15 minutes to present our updates.

Thank you

Roxanne

Roxanne Riddell

Project Manager, London For All

rriddell@unitedwayem.ca

United Way Elgin Middlesex

409 King St., London, ON N6B 1S5

519-438-1723 ext. 224

unitedwayem.ca

Give. Volunteer. Act.

There's still time to Share the Love [here's how](#)

2ND REPORT OF THE
COMMUNITY SAFETY AND CRIME PREVENTION
ADVISORY COMMITTEE

Meeting held on February 22, 2018, commencing at 12:31 PM, in Committee Room #3, Second Floor, London City Hall.

PRESENT: L. Norman (Chair), J. Bennett, I. Bielaska-Hornblower, B. Hall, M. Melling, B. Rankin, M. Sherritt, B. Spearman and L. Steel and H. Lysynski (Secretary).

ABSENT: S. Davis, R. Harvey and G. Lowe.

ALSO PRESENT: M. Sands and J. Walter.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

None.

III. CONSENT ITEMS

2. 1st Report of the Community Safety and Crime Prevention Advisory Committee

That it BE NOTED that the 1st Report of the Community Safety and Crime Prevention Advisory Committee from its meeting held on January 25, 2018, was received.

IV. SUB-COMMITTEES & WORKING GROUPS

None.

V. ITEMS FOR DISCUSSION

3. Community Safety Week Discussion

That the following actions be taken with respect to Community Safety Week:

- a) Councillor M. Cassidy, Chair, Community and Protective Services Committee BE REQUESTED to meet with L. Steel (Chair) and J. Bennett (Co-Chair) and L. Norman (Co-Chair) to discuss the 2017 Community Safety Week; and,
- b) it BE NOTED that the Community Safety and Crime Prevention Advisory Committee decided to hold its 2019 Community Safety Week events during Emergency Preparedness Week.

4. 2018 Work Plan

That the following actions be taken with respect to the Community Safety and Crime Prevention Advisory Committee Work Plan:

- a) the attached 2018 Work Plan for the Community Safety and Crime Prevention Advisory Committee BE FORWARDED to the Municipal Council for consideration; and,
- b) the attached 2017 Community Safety and Crime Prevention Advisory Committee Work Plan Summary BE FORWARDED to the Municipal Council for information.

5. Fire Services Update

That consideration of the Fire Statistics BE POSTPONED to the next meeting of the Community Safety and Crime Prevention Advisory Committee, as the Fire Services representative was unable to attend this meeting.

6. Neighbourhood Watch London Update

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal presentation from M. Sands, Executive Director, Neighbourhood Watch London, with respect to the Neighbourhood Watch London update.

7. Bikes on Dundas

That consideration of the communication from S. Climans, London Cycle Link, with respect to Bikes on Dundas BE POSTPONED to the next Community Safety and Crime Prevention Advisory Committee (CSCP) meeting, as the CSCP lost quorum.

8. Bus Rapid Transit Update – G. Lowe

That consideration of the Bus Rapid Transit update by G. Lowe BE POSTPONED to the next meeting of the Community Safety and Crime Prevention Advisory Committee, as Mr. G. Lowe was unable to attend this meeting.

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

9. (ADDED) Arm Bands and Reflectors

That the expenditure of up to \$1,500, including applicable taxes and shipping, BE APPROVED for the purchase of arm bands and reflectors for the Community Safety and Crime Prevention Advisory Committee to be able to distribute at events, including the Children's Safety Village birthday party and the Age Friendly London Conference; it being noted that the CSCP has sufficient funds in its 2017 Budget to accommodate this request; it being further noted that both the Children's Safety Village event and the Age Friendly London Conference will be held in June, 2018.

10. (ADDED) London Youth Council Voting Representative Request

That the City Clerk BE REQUESTED to consider an amendment to the Community Safety and Crime Prevention Advisory Committee (CSCP) Terms of Reference to provide for a voting member of the CSCP, from the London Youth Advisory Council.

11. (ADDED) Traffic Calming Point Assessment

That the Division Manager, Roadway Lighting and Traffic Control BE REQUESTED to provide an update on the Traffic Calming Point Assessment at a future meeting of the Community Safety and Crime Prevention Advisory Committee (CSCP); it being noted that the CSCP received the attached Traffic Calming Point Assessment from L. Steel.

12. (ADDED) Middlesex-London Community Drug and Alcohol Strategy

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee received the attached Middlesex-London Community Drug and Alcohol Strategy from B. Rankin.

VII. ADJOURNMENT

The meeting adjourned at 2:17 PM.

NEXT MEETING DATE: March 22, 2018

Advisory Committee Work Plan – 2018

| Activity | Background | Responsibility | Timeline | Strategic Plan Alignment |
|--|---|---|----------|---|
| Public Consultation | <ul style="list-style-type: none"> Connect with existing community groups and meetings ie: Neighbourhood Associations, BIA's, Home & School Council's, Youth groups etc. to have conversations with residents about their concerns with respect to safety and crime prevention Collate conversation responses to determine themes Make recommendations based on findings Survey Community and Neighbourhood associations to find out what types of safety initiatives may be in place, what's working well and what could be replicated (ie: Neighbourhood Safety Plans, Survey Tools already in place, completed Safety Audit results) Promote Safety Audits | CSCP | Ongoing | Strengthening Our Community/Leading in Public Service |
| Work collaboratively with existing initiatives | <ul style="list-style-type: none"> Identify current local initiatives that align with this committee and determine synergies for working together ie: London Strengthening Neighbourhoods – Neighbourhoodlondon.ca, (Safety Audits), Age Friendly London (AFL), Neighbourhood Watch London, Children's Safety Village, Active and Safe Routes to School, City of London Neighbourhood Children and Fire Services, etc. Include Youth Advisory Council representation as a voting member on CSCP | CSCP | Ongoing | Strengthening Our Community |
| Enhance walking routes for all ages | <ul style="list-style-type: none"> Using results from Neighbourhood Safety Audits, CSCP public consultation conversations, and work from ASRTS and AFL provide recommendations for reducing speed limits in school zones. Neighbourhood Safety Audits, Active and Safe Routes to School and Age Friendly London (Outdoor Spaces and Transportation Working Groups) survey results and results of public consultation will be used for input on the reduction of speed limits in school zones, speed limits in school zones Review intersection and road crossing times to ensure they reflect the demographics of the area; Implementation of the 3 "E's" – Engineering; enforcement and education | CSCP/NW/ASRTS/AFL/ City of London (Neighbourhood Watch/ Active & Safe Routes to School/ Age Friendly London) | Ongoing | Leading in Public Service |
| Bicycle Safety | <ul style="list-style-type: none"> Collaborate with the Cycling Advisory Committee to promote public awareness of legal bicycle and rider feature requirements Contact local business owners to assist with this initiative | CSCP/CAC | Ongoing | Strengthening Our Community |

| | | | | |
|---------------------------------|---|---|-----------------------|---|
| Community Outreach | <ul style="list-style-type: none"> • Work with local media to profile Community Safety and Crime Prevention Issues which may include: London Fire Services, London Police Services, Neighbourhood Watch London, Thames Valley Children's Centre and the Middlesex-London Health Unit on their initiatives and activities to increase public awareness • Connect with Family Centres and Community Hubs to develop a communications relationship • Invite Emergency Medical Services, the London Youth Advisory Council and student representatives to participate on the CSCP Committee • Re-issue invitations to participate on CSCP | CSCP | Ongoing | Strengthening Our Community |
| Mental Health | <ul style="list-style-type: none"> • Obtain information from community mental health agency representatives regarding local mental health initiatives • Contact Canadian Mental Health Association for information • Request results from October 2017 Strategic and Visioning Action Strategy • Identify supports for vulnerable people and gaps in services | CSCP | Ongoing | Strengthening Our Community/Leading in Public Service |
| Implement Community Safety Week | <ul style="list-style-type: none"> • Organize City of London Community Safety and Crime Prevention Week again in 2019 • Partner with Emergency Preparedness Week | CSCP/City of London | May 2019 | Leading in Public Service |
| Children's Safety Village | <ul style="list-style-type: none"> • Request that the City, including Police and Fire Services and Emergency Medical Services support the Children's Safety Village to provide full programming to serve all children and ensure continued viability | CSCP/CSV/TVDSB/LDC SB/CAPS/LFD/LPS/EMS | Over one year | Strengthening Our Community/Leading in Public Service |
| Booster Seats/Child Restraints | <ul style="list-style-type: none"> • Support and promote public awareness and education campaigns and programs about the need for booster seats for safe travel • Use and promote messaging that supports "safety first" over all other factors • Explore other partnerships to educate and promote awareness and increase proper usage ie: car dealerships, Ministry of Transportation, and Canadian Tire • Actively Support child restraint initiatives promoting proper use of booster and car seats | Child Safety Middlesex London/Family Centres/CSCP | Over one year/ongoing | Leading in Public Service |
| CSCP Budget Review | <ul style="list-style-type: none"> • Review the CSCP budget and related process for expenditures | CSCP | Annually | Strengthening Our Community/Leading in Public Service |

Advisory Committee Work Plan – 2017

| Activity | Background | Responsibility | Timeline | Strategic Plan Alignment |
|--|---|--|---------------|---|
| Public Consultation | <ul style="list-style-type: none"> Connect with existing community groups and meetings ie: Neighbourhood Associations, BIA's, Home & School Council's, Youth groups etc. to have conversations with residents about their concerns with respect to safety and crime prevention Collate conversation responses to determine themes Make recommendations based on findings Survey Community and Neighbourhood associations to find out what types of safety initiatives may be in place, what's working well and what could be replicated (ie: Neighbourhood Safety Plans, Survey Tools already in place, completed Safety Audit results) | CSCP | Over one year | Strengthening Our Community/Leading in Public Service |
| Work collaboratively with existing initiatives | <ul style="list-style-type: none"> Identify current local initiatives that align with this committee and determine synergies for working together ie: London Strengthening Neighbourhoods – Neighbourgoodlondon.ca, (Safety Audits), Age Friendly London (AFL), Neighbourhood Watch London, Children's Safety Village, Active and Safe Routes to School, City of London Neighbourhood Children and Fire Services, etc. Identifying opportunities to actively engage in | CSCP | Ongoing | Strengthening Our Community |
| Enhance walking routes for all ages | <ul style="list-style-type: none"> Using results from Neighbourhood Safety Audits, CSCP public consultation conversations, and work from ASRTS and AFL provide recommendations for reducing speed limits in school zones. Neighbourhood Safety Audits, Active and Safe Routes to School and Age Friendly London (Outdoor Spaces and Transportation Working Groups) survey results and results of public consultation will be used for input on the reduction of speed limits in school zones, speed limits in school zones Review intersection and road crossing times to ensure they reflect the demographics of the area; Implementation of the 3 "E's" – Engineering; enforcement and education | CSCP/NW/ASRTS/AFL/City of London (Neighbourhood Watch/Active & Safe Routes to School/Age Friendly London) | Ongoing | Leading in Public Service |
| Access to Safety Information | <ul style="list-style-type: none"> Request that safety information and tools are provided in other languages; it being noted that the City of London website will be multi-lingual in 2017 | CSCP/City of London | 2017 | Leading in Public Service |

| | | | | |
|---------------------------------|--|-----------------------------------|--|---|
| Bicycle Safety | <ul style="list-style-type: none"> Collaborate with the Cycling Advisory Committee to promote public awareness of legal bicycle and rider feature requirements Contact local business owners to assist with this initiative | CSCP/CAC | Ongoing | Strengthening Our Community |
| Community Outreach | <ul style="list-style-type: none"> Work with local media to profile Community Safety and Crime Prevention Issues which may include: London Fire Services, London Police Services, Neighbourhood Watch London, Thames Valley Children's Centre and the Middlesex-London Health Unit on their initiatives and activities to increase public awareness Connect with Family Centres and Community Hubs to develop a communications relationship Invite Emergency Medical Services, the London Youth Advisory Committee and student representatives to participate on the CSCP Committee | CSCP | Ongoing | Strengthening Our Community |
| Mental Health | <ul style="list-style-type: none"> Obtain information from community mental health agency representatives regarding local mental health initiatives The 2015-2019 Strategic Plan references Addiction Services Request results from October Strategic and Visioning Action Strategy | CSCP | October 13, 2017 Strategic Visioning & Action Strategy | Strengthening Our Community/Leading in Public Service |
| Implement Community Safety Week | <ul style="list-style-type: none"> Look at implementing the City of London Community Safety Week again Partner with Emergency Preparedness Week | CSCP/ | Over one year | Leading in Public Service |
| Children's Safety Village | <ul style="list-style-type: none"> Request that the City, including Police and Fire Services support the Children's Safety Village to provide full programming to serve all children and ensure continued viability | CSCP/CSV/TVDSB/LDCSB/CAPS/LFD/LPS | Immediate | Strengthening Our Community/Leading in Public Service |

300 Dufferin
Avenue
P. O. Box
5035
London, ON

| TRAFFIC CALMING POINT ASSESSMENT | | | | |
|----------------------------------|--------------------------------|------------------------------------|--|--------------|
| Location: | | | Date Compiled: | |
| Roadway Type: | <input type="checkbox"/> Local | <input type="checkbox"/> Collector | | |
| Traffic Data | | | | |
| | <u>Feature</u> | <u>Range</u> | <u>Criteria</u> | <u>Total</u> |
| 1a. | Speed | 0 to 35 | 5 points for every 2 km/h that the 85 th percentile speed is greater than 10 km/hr over the speed limit | |
| 1b. | High Speed | 0 to 5 | 5 points if minimum of 5% of daily traffic exceeds posted speed by 15-20 km/hr | |
| 2. | Volume | 0 to 20 | Local Roadways: 5 points for every 1,500 ADT Collector Roadways: 5 points for every 2,000 ADT | |
| 3. | Short-Cutting Traffic | 0 or 15 | 5 points if there is a presence of 25% or more short-cutting traffic, additional 5 points for every 10% increment above 25%. | |
| 4. | Collisions | 0 to 10 | 1 point for every 2 collisions/year over a 3 year period | |
| Road Characteristics | | | | |
| | <u>Feature</u> | <u>Range</u> | <u>Criteria</u> | <u>Total</u> |
| 5. | Sidewalks | 0 or 10 | 10 points for no sidewalks with evidence of pedestrian activity, 5 points for sidewalks on only one side | |
| 6. | Pedestrian Generators | 0 to 15 | 5 points for each nearby* pedestrian generator such as a school, playground, community centre, libraries, retail centres, etc. | |

| | | | |
|--------------|--|-------------------------------------|------------------------------------|
| Total | | | |
| | Does the location meet the minimum requirements | | |
| | • Local roadway = minimum 35 points | | |
| | • Collector roadway = minimum 52 points | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

MIDDLESEX-LONDON COMMUNITY DRUG AND ALCOHOL STRATEGY LEARN AND SHARE YOUR THOUGHTS!

You are invited to review the recommendations that will form the long-term Middlesex-London Community Drug and Alcohol Strategy (CDAS). There are five community sessions and an online survey. At these sessions you will learn about the recommendations and have the opportunity to share your thoughts to help shape the final strategy.

About the Community Drug and Alcohol Strategy

The Middlesex-London CDAS is a collaborative initiative comprised of diverse stakeholders working together to address issues associated with substance use across London and Middlesex County. Those involved include people working in the field, citizens with lived experience, business members, police services, health care, social services as well as Middlesex County and City of London representatives.

Our Vision: A caring, inclusive, and safe community that works collaboratively to reduce and eliminate the harms associated with drugs and alcohol.

Throughout 2017, the Middlesex-London CDAS worked to develop a series of draft recommendations with the intention to publish an action-oriented strategy by summer 2018. These recommendations and their action items address substance use related needs and priorities across four pillars: Prevention, Treatment, Harm Reduction, and Enforcement.

For more information about the Middlesex-London CDAS and to view the draft recommendations, please visit our website at www.mldncdas.com

DROP-IN SESSIONS

February 27th, 6-8pm
Strathroy Library
34 Frank St, Strathroy

February 28th, 6-8pm
Dorchester Library (Large
Community Room)
2123 Dorchester Rd,
Dorchester

March 1st, 6-8pm
London Public Library,
Central Branch (Stevenson
and Hunt Room)
251 Dundas St, London

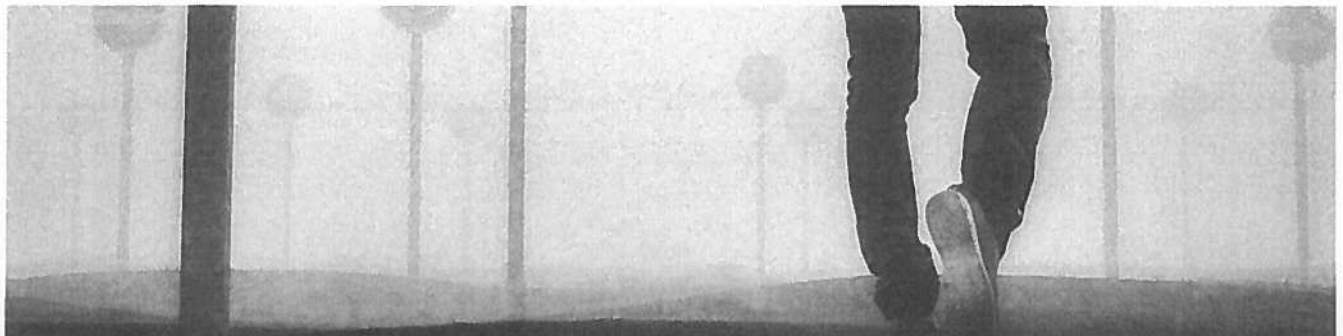
March 5th, 6-8pm
South London Community
Centre (Wakefield Room)
1119 Jalna Blvd, London

March 6th, 6-8pm
Social Services London
East
1835 Dundas St, London

ONLINE SURVEY

An online survey will be
open until March 16th.
This survey can be
accessed at

mldncdas.com/getinvolved



Middlesex-London Community Drug and Alcohol Strategy

Share your thoughts. Learn. Help make a difference.

Review the recommendations that will form a long-term strategy to reduce and eliminate the harms associated with the use of drugs and alcohol in London and Middlesex County. Join us for one of the upcoming community sessions.

Tuesday, February 27th

6:00 - 8:00 p.m.

Strathroy Library

34 Frank Street, Strathroy

Wednesday, February 28th

6:00 - 8:00 p.m.

Dorchester Library - Large Community Room

2123 Dorchester Road, Dorchester

Thursday, March 1st

6:00 - 8:00 p.m.

London Public Library, Central Branch - Stevenson and Hunt Room

251 Dundas Street, London

Monday, March 5th

6:00 - 8:00 p.m.

South London Community Centre – Wakefield Rooms

1119 Jalna Boulevard, London

Tuesday, March 6th

6:00 - 8:00 p.m.

Social Services - London East

1835 Dundas Street, London

Take the online survey.

<https://www.mldncdas.com/getinvolved>



Middlesex-London CDAS

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of March 2018

| File No. | Subject | Request Date | Requested/Expected Reply Date | Person Responsible | Status |
|----------|--|-------------------|-------------------------------|--------------------|--|
| 1. | <p><u>Radio System Upgrade OneVoice 2.0</u></p> <p>The Civic Administration BE REQUESTED to undertake a review, with a report at a future meeting of the Community and Protective Services Committee, on the platform, system and needs of each user of the communications system to determine the most cost effective and reliable system for communication for each of the services, recognizing and addressing the need for interoperability between the services, as well the need for a level of stability and insulation against the rapid changes in software requirements; it being noted this review should also develop the appropriate process or methodology for on-going management of the system, including organizational design and budget development; and it being further noted that the Civic Administration should seek input from experts in the area.</p> | November 17, 2015 | | D. O'Brien | Estimated report back – March/April 2018 |
| 2. | <p><u>Request for Naming of Vimy Ridge Park</u></p> <p>That the following actions be taken with respect to the request for naming of Vimy Ridge Park:</p> <p>a) the Civic Administration BE REQUESTED to complete appropriate stakeholder consultation and report back to the Community and Protective Services Committee (CPSC), as soon as possible, with respect to a location that would be adequate and a suitable Vimy Ridge commemorative location, including the necessary budget;</p> <p>b) the request to name a parcel of land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street, “Vimy Ridge Park” BE REFERRED to a future meeting of the CPSC when the above-noted information is available related to this matter; and,</p> <p>c) the Civic Administration BE DIRECTED to make the necessary arrangements for the land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street to be designated as the temporary “Vimy Ridge Park” until such time as the actions outlined in a) and b) have been completed and a permanent “Vimy Ridge Park” has been established.</p> | February 22, 2017 | | J.M. Fleming | Estimated report back – Q2, 2018 |

| File No. | Subject | Request Date | Requested/Expected Reply Date | Person Responsible | Status |
|----------|---|--------------------|-------------------------------|--|----------------------------------|
| 3. | <u>Pet Boarding and /or Pet Sitting Services</u> That the Civic Administration BE DIRECTED to review and report back with respect to the potential amendments to City of London By-laws to provide for individuals to operate a pet boarding and/or sitting business from their homes. (2017-P14) | July 18, 2017 | | G. Kotsifas O. Katolyk | Estimated report back – Q2, 2018 |
| 4. | <u>Opioid Crisis Working Group</u> c) the Opioid Crisis Working Group BE REQUESTED to report back to the Municipal Council with details of its relationship with other strategies and working groups, and proposed terms of reference for the Working Group that would provide for: i) consultation with the community; ii) exploration of a response to the current situation, including the possibility of supervised consumption sites; and, iii) development of recommendations as to how to best address the opioid crisis in London; it being understood that the Working Group will liaise with the Civic Administration in the development of the proposed terms of reference, including establishing a timeline for completion of the Working Group's mandate (from Strategic Planning and Priorities Committee resolution letter 5/16/SPPC) | September 19, 2017 | | | Estimated report back – N/A |
| 5. | <u>Cost Recovery</u> Councillor S. Turner enquired if there is a policy in place that would provide for cost recovery where the Civic Administration is called upon to provide a response to a large scale event, such as the most recent unsanctioned homecoming event held on Broughdale Avenue on Saturday, September 30, 2017. The Chief Municipal Law Enforcement Officer indicated that a meeting will be held with all the agencies involved who provided responses to this event and that he would bring a report forward providing information with respect to costs. | October 3, 2017 | | G. Kotsifas O. Katolyk | Estimated report back – Q1, 2018 |
| 7. | <u>Business Licensing By-law Review – New and Revised Regulations</u> That the following actions be taken with respect to the Business Licensing By-law Review: | December 12, 2017 | | G. Kotsifas M. Hayward C. Saunders O. Katolyk | Estimated report back, 2018 |

| File No. | Subject | Request Date | Requested/Expected Reply Date | Person Responsible | Status |
|----------|--|-------------------|-------------------------------|---------------------------|--------|
| | <p>b) the City Clerk BE DIRECTED to update the web page that appeared on the City's previous website, for inclusion on the current website, that sets out the process for members of the public to seek delegation status at a Standing Committee meeting, including information as to what to expect at the meeting;</p> <p>c) the Civic Administration BE DIRECTED report back with a public engagement protocol for consulting with individuals, outside of a formal public participation meeting process, who identify as vulnerable members of the population, be they sex trade workers, street level and at-risk individuals, individuals with lived experience with drugs, alcohol and gambling, adult entertainers or others that would protect and respect the individuals' privacy; and</p> <p>d) the Civic Administration BE DIRECTED to consult with workers (current and/or former) in the adult live entertainment and body rub parlour industry on changes to provisions in the Business Licensing By-law relating to these types of businesses that would enhance worker safety and minimize harm to workers, consistent with provincial and federal legislation.</p> | | | | |
| 8. | <p><u>ACCAC Request</u></p> <p>ii) the Community and Protective Services Committee BE REQUESTED to give delegate status to a representative of the ACCAC to present/discuss concerns with respect to the City's implementation of inclusive designs, policies and/or best practices specifically related, but not limited, to the Community Gardens Program (from CPSC resolution letter 10/14/CPSC)</p> | October 17, 2017 | | Committee Secretary | TBD |
| 9. | <p><u>Proposed Public Nuisance By-law Amendment to Address Odour</u></p> <p>That the matter of a proposed Public Nuisance By-law amendment to address odour BE REFERRED back to the Civic Administration for further review and consideration.</p> <p>The original clause reads as below:</p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building</p> | February 21, 2018 | TBD | G. Kotsifas O. Katolyk | |

| File No. | Subject | Request Date | Requested/Expected Reply Date | Person Responsible | Status |
|----------|---|-------------------|-------------------------------|--------------------|--------|
| | <p>Official the following actions be taken with respect to the staff report dated February 21, 2018, related to a proposed Public Nuisance By-law amendment to address odour:</p> <p>a) the above-noted staff report and draft Public Nuisance By-law amendment, to address nuisance odours related to Anaerobic Digestion Facilities, Composting Facilities and Rendering Plants, BE RECEIVED and BE REFERRED to a public participation meeting to be held by the Community and Protective Services Committee on April 4, 2018, for the purpose of seeking public input on the draft by-law;</p> <p>b) municipal enforcement activities BE ENHANCED through the hiring of one additional Municipal Law Enforcement Officer on a two-year, temporary basis with the budget not to exceed a maximum of \$90,000 per year with the source of funding to be from the Sanitary Landfill Site Reserve Fund; it being noted that this amount and source of funding was previously approved by Council for enhanced Provincial compliance activities, however further dialogue has resulted in complementary compliance and enforcement activities that are maintained within each level of government's legal responsibilities to avoid duplication; and,</p> <p>c) the Managing Director, Development and Compliance Services and Chief Building Official BE DIRECTED to report back to the Community and Protective Services Committee after one year of administration and enforcement of the Public Nuisance By-law regulations pertaining to odour upon enactment;</p> | | | | |
| 10. | <p><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></p> <p>That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018:</p> | February 21, 2018 | TBD | C. Saunders | |

| File No. | Subject | Request Date | Requested/Expected Reply Date | Person Responsible | Status |
|----------|--|--------------|-------------------------------|--------------------|--------|
| | a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and, | | | | |

London Housing Advisory Committee

Report

4th Meeting of the London Housing Advisory Committee
March 14, 2018
Committee Room #4

Attendance PRESENT: J. Coley Phillips (Chair), A. Galloway, J. Malkin, D. Nemeth, B. Odegaard, J. Peaire and D. Peckham; and H. Lysynski (Acting Secretary).
 ALSO PRESENT: J. Browne, S. Giustizia, C. Lovell, G. Matthews, D. Purdy and L. Tulk.
 REGRETS: N. Calford, M. Inthavong, K. Kaill, N. Reeves and J. Stickling.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

None.

3. Consent

3.1 3rd Report of the London Housing Advisory Committee

That it BE NOTED that the 3rd Report of the London Housing Advisory Committee, from its meeting held on February 14, 2018, was received.

3.2 London St. Thomas Association of Realtors - News Release

That it BE NOTED that the London St. Thomas Association of Realtors New Release regarding January home sales, dated February 5, 2018, was received.

3.3 London St. Thomas Association of Realtors - January Market Activity

That it BE NOTED that the London St. Thomas Association of Realtors Residential Market Activity Reporting for January, 2018, was received.

5. Items for Discussion

5.1 Housing Mediation Service Annual Report - G. Matthews

That it BE NOTED that the Housing Mediation Service Annual Report, for the period September 1, 2016 to August 31, 2017, was received and is available for review in the City Clerk's Office.

5.2 Notice of Application - City of London - Lands South of Exeter Road, North of Dingman Drive, East of White Oak Road and West of the Marr Drain

That it BE NOTED that the Notice of Application dated February 13, 2018, from T. Macbeth, Planner II, with respect to the application by The Corporation of the City of London, relating to the lands located south of Exeter Road, north of Dingman Drive, east of White Oak Road and west of the Marr Drain, was received.

5.3 **Role of the London Housing Advisory Committee**

That it BE NOTED that a general discussion was held with respect to the role of the London Housing Advisory Committee; it being noted that B. Odegaard volunteered to provide information, when appropriate, to a future meeting, with respect to the Age Friendly London Housing Committee.

5.4 **Meeting Date Discussion**

That it BE NOTED that the London Housing Advisory Committee determined that it will return to its regular meeting time of the 2nd Wednesday of the month.

6. Deferred Matters/Additional Business

None.

7. Adjournment

The meeting adjourned at 12:55 PM.