

# Agenda Including Addeds

## Community and Protective Services Committee

The 4th Meeting of the Community and Protective Services Committee

March 31, 2020, 12:00 PM

Council Chambers

Members

Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

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To make a request specific to this meeting, please contact [CPSC@london.ca](mailto:CPSC@london.ca).

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<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 31, 2020</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>CONTRACT AWARD RECOMMENDATION FOR HOUSING STABILITY SERVICES – REQUEST FOR PROPOSAL 20-07</b>

**RECOMMENDATION**

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, the following actions **BE TAKEN** with respect to the award of the contract for Request for Proposal (RFP) 20-07 Housing Stability Services for City of London, as per City of London Procurement Policy Section 12.2 (b), requiring Committee and City Council approval for RFP awards greater than \$100,000:

- (a) that Request for Proposal 20-07 **BE AWARDED** to each of the following five organizations, in accordance with the attached as Schedule 1 attached hereto: St. Leonard’s Society of London; Youth Opportunities Unlimited; Atlohsa Family Healing Services Inc; and, Anova for a combined total funding amount of \$930,000 in 2020 to provide London Housing Stability Services, with an option to renew for up to 5 additional one-year terms at the City’s sole discretion, based on satisfactory services, performance, and funding/budget availability. The proposals submitted by all proponents meet the City’s requirements and are in compliance with the Procurement of Goods and Services Policy;
- (b) that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project;
- (c) that the approval given herein **BE CONDITIONAL** upon the Corporation entering into a Purchase of Service Agreement with St. Leonard’s Society of London; Youth Opportunities Unlimited; Atlohsa Family Healing Services Inc; and, Anova; and,
- (d) that the annual funding approval noted in a) above is **SUBJECT TO** the availability of funding through the City of London, and/or other funding sources.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Homeless Prevention Municipal Purchase of Service Template (CPSC: December 3, 2019)
- Municipal Council Approval Of The Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Homeless Prevention and Housing Plan 2010 – 2024 (CHLC: November 18, 2013)
- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)

**BACKGROUND**

**PURPOSE**

The purpose of this report is to recommend that the City of London enter into Purchase of Service Agreements with: St. Leonard’s Society of London; Youth Opportunities Unlimited; Atlohsa Family Healing Services Inc; and, Anova to provide London Housing Stability Services. The Managing Director, Housing, Social Services and Dearness Home will execute the standard form Purchase of Service Agreement as provided for by By-law No. A-7924-5 attached as Schedule 2.

## BACKGROUND

London is in a homelessness and housing crisis. The total number of individuals experiencing homelessness in London is unknown as homelessness often remains hidden. As of March 2020, 1182 individuals are registered in London's homeless management information system as actively homeless, having used service within the last 90 days. Of those, 56 percent have been assessed using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT). Acuity score results suggest 14 percent of the homeless population score low acuity (0-3), 42 percent score moderate acuity (4-7) and 44 percent score high acuity (8+). Individuals that score high acuity are more vulnerable and require more intensive housing stability supports compared to individuals that score low or moderate acuity.

Providing Housing Supports is a strategic area of focus within the *2019-2024 Housing Stability Action Plan*. Londoners need support to find housing and stay housed.

City of London funds seven Housing First programs that provide intensive case management, housing finding and housing stability supports, primarily to chronically homeless individuals with high acuity.

Limited housing stability support exists for individuals only requiring light or moderate support, representing a significant gap in the housing stability system. An opportunity exists to rapidly house lower and moderate acuity individuals thereby significantly reducing the number of individuals experiencing homelessness in London.

On January 7<sup>th</sup> 2020, the City of London, issued a request for proposals from experienced and qualified proponents to provide the following Housing Stability Services: Rent Stability Program, Rapid Rehousing Program and Housing Identification Program. Together these new Housing Stability Programs will have capacity to serve a number of people in the homeless prevention system. New system capacity breaks down as follows:

- Housing identification program: 300 individuals
- Housing stability program: 100 low acuity individuals
- Rapid re-housing program: 200 moderate acuity individuals

### a) Rent Stability Program

The Rent Stability Program is designed to serve low acuity individuals and families experiencing homelessness. Lower acuity participants that do not require the level of housing stability support provided by Rapid Rehousing and Housing First programs, are eligible for enrolment into the Rent Stability Program where they are provided with light support to achieve financial sustainability and housing stability. Proposals were only accepted for full staff complement (2 FTE).

### b) Rapid Rehousing Program

The Rapid Rehousing Program is designed to serve moderate acuity individuals and families experiencing homelessness. Moderate acuity participants that do not require the level of housing stability support provided by Housing First programs, are eligible for enrolment into the Rapid Rehousing Program where they are provided with moderate case management support to achieve financial sustainability and housing stability. Proposals were accepted for partial and full staff complement (i.e. up to 8 FTEs).

### c) Housing Identification Program

The Housing Identification Program is designed to serve individuals and families experiencing homelessness that are enrolled into a Rent Stability Program or Rapid Rehousing Program. The Housing Identification Program staffing includes Housing Finders and Landlord Liaisons. Housing Finders establish and maintain relationships with landlords; build and maintain a housing stock; and support program participants in finding and securing housing. The Landlord Liaisons' role is to facilitate successful tenancy by monitoring rent payment and providing timely tenancy issue resolution support. Proposals were only accepted for full staff complement (6 FTE).

The submissions from six organizations met all of the requirements outlined in RFP 20-07. Submission received from St. Leonard's Society of London was awarded the highest score on both technical requirements and pricing. St. Leonard's submission included full staff complement for Rapid Rehousing Program and Housing Identification Program and a partial staff complement (2FTEs) for Rapid Rehousing Program. For Rapid Rehousing Program, the 2<sup>nd</sup> highest scoring submission was received from Youth Opportunities Unlimited, 3<sup>rd</sup> highest scoring submission was received from Atlohsa Family healing Services Inc. and 4<sup>th</sup> highest scoring submission was received from Anova.

Attached as Schedule 1, it is recommended that City of London enter into Purchase of Service Agreements with St. Leonard's Society of London to operate a Rent Stability Program, Housing Identification Program and Rapid Rehousing Program. It is further recommended that City of London enter into Purchase of Service Agreements with Youth Opportunities Unlimited, Atlohsa Family Healing Services and Anova to operate Rapid Rehousing Programs.

**PROCUREMENT PROCESS**

A Request for Proposal was issued on January 7, 2020 through Purchasing and Supply, Finance and Corporate Services and was posted on london.bidsandtenders.ca with a closing date of February 7, 2020.

Promotion of the proposal met general advertising practices of Purchasing and Supply including posting on london.bidsandtenders.ca, and also included the distribution to such groups as the London Homeless Coalition and London Homeless Prevention Network and other homeless serving organizations. City of London Communications further promoted the proposal on social media on January 9<sup>th</sup>, 12<sup>th</sup> and 15<sup>th</sup>, 2020. A public question and answer session was held on January 27, 2020.

Bids were received from six (6) vendors. Four (4) bids were received for the Rent Stability Program, five (5) bids were received for the Rapid Rehousing Program and two (2) bids were received for the Housing Identification Program. The submissions were reviewed and evaluated by staff from Purchasing and Supply, Homeless Prevention, and Homeless Coalition Steering Committee Members to consider compliance with the specifications, terms and conditions outlined in RFP 20-07.

**FINANCIAL IMPACT**

The total cost for the recommended purchase of service agreements is included in the municipal operating budget for 2020.

The Purchase of Service Agreements include a contract renewal provision whereby the City reserves its absolute right to negotiate the reasonable pricing of any contract renewals with the successful proponent(s) upon renewal request in subsequent years (at a maximum of five additional one-year terms). In accordance with the City of London Procurement Policy Section 20.3 (e), Council approval will be sought where, upon renewal, a recommendation is being made to amend the total value of a contract in excess of the original bid (plus contingency), where it is an amount greater than \$50,000.

<b>CONCLUSION</b>
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Providing Housing Supports is a strategic area of focus within the *2019-2024 Housing Stability Action Plan*. London funds seven Housing First programs that provide intensive case management, housing finding and housing stability supports, primarily to chronically homeless individuals with high acuity. Limited housing stability support exists for individuals only requiring light or moderate support, representing a significant gap in the housing stability system. An opportunity exists to rapidly house lower and moderate acuity individuals thereby significantly reducing the number of individuals experiencing homelessness in London. Rent Stability Program, Rapid Rehousing Programs and Housing Identification Program are innovative programs that assist in achieving this vision.

<b>PREPARED BY:</b>	<b>REVIEWED AND CONCURRED BY:</b>
<b>CRAIG COOPER MANAGER, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	<b>IAN COLLINS DIRECTOR, FINANCIAL SERVICES</b>
<b>RECOMMENDED BY:</b>	
<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	

**SCHEDULE 1**

Chair and Members, Community and Protective Services Committee  
 March 31, 2020

**Re: Housing Stability Services for City of London**

The cost of this initiative can be accommodated through the Homeless Prevention approved municipal budget subject to the adoption of the recommendations of the Managing Director, Housing, Social Services and Dearness Home. The amounts listed below are up to the maximum values identified for each organization. The figures listed include staff salaries and mandatory employment related costs for full-time employees, program costs to support participants, and administration costs which do not exceed 10% of the total program cost.

<b>Organization -Homeless Prevention Program</b>	<b>Description</b>	<b>2020</b>
St. Leonard’s Society of London, Project Home	Operates a Housing First program servicing youth and adults age 16 and up. Program provides housing finding supports along with intensive in-home supports and integrated case management for high acuity individuals.  <u>RFP 20-07 Award Recommendation:</u> Rent Stability Program (2 FTE) Rapid Rehousing Program (2 FTE) Housing Identification Program (6 FTE)	\$570,000
Youth Opportunities Unlimited	Operates a Housing First program servicing youth. Program provides housing finding supports along with intensive in-home supports and integrated case management for high acuity individuals.  <u>RFP 20-07 Award Recommendation:</u> Rapid Rehousing Program (2 FTE)	\$100,000
Atlohsa Family Healing Services, Inc.	Atlohsa Family Healing Services is an Indigenous non-profit with the mandate to provide Indigenous-led programs and services for the health and well-being of all family members throughout the life span.  <u>RFP 20-07 Award Recommendation:</u> Rapid Rehousing Program (2 FTE)	\$140,000
Anova	Anova serves women and children who experience interpersonal violence.  <u>RFP 20-07 Award Recommendation:</u> Rapid Rehousing Program (2 FTE)	\$120,000
<b>Total Funding Allocation</b>		<b>\$930,000</b>

Bill No. 5  
2020

By-law No. A.-7924-5

A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various Service Providers.

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 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 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 Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is hereby delegated authority to execute Municipal Purchase of Service Agreements with Service Providers, employing the standards form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

  
Ed Holder  
Mayor

  
Michael Schulthess  
Deputy City Clerk

First Reading – December 10, 2019  
Second Reading – December 10, 2019  
Third Reading – December 10, 2019

Schedule 1

**MUNICIPAL PURCHASE OF SERVICE AGREEMENT**

[insert name of service to be provided]

**BETWEEN:**

**THE CORPORATION OF THE CITY OF LONDON**

(the “City”)

- and -

**[INSERT NAME OF SERVICE PROVIDER]**

(the “Service Provider”)

**RECITALS:**

The Service Provider has agreed to receive funding from the City to provide one or more services;

The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider’s obligations with respect to the provision of services and the City’s obligation to provide funding to the Service Provider for the provision of such services.

NOW THEREFORE, The City and the Service Provider agree with each other as follows:

**1. INTERPRETATION**

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

- “**Agreement**” means this agreement entered into between the City and the Service Provider 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;
- “**City Representative**” means the individual(s) designated in writing to represent the City;
- “**Description of Services**” means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the City from time to time;
- “**Effective Date**” means [Enter Date];
- “**Eligible Expenditures**” means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement;
- “**Event of Default**” has the meaning prescribed to it in Section 9.1;
- “**Force majeure**” has the meaning prescribed to it in Article 14;
- “**Funding**” means funding provided under this agreement, as set out in Schedule A;
- “**City Notification**” means a notice in writing from the City to the Service Provider;
- “**Notice**” means any communication given or required to be given pursuant to the Agreement;
- “**Notice Period**” means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;



- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **MFIPPA** means the *Municipal Freedom of Information and Protection of Privacy Act*;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down the funded program, as determined by the City.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – Funding / Budget Items / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – Blanket Position Insurance Policy;

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.

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

## 2. **Prior Agreements**

2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the funded program.

## 3. **Term of This Agreement**

3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, one year later (the “Term of the Agreement”).

3.2 Renewal: Prior to expiry of the Agreement, the City and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in the Agreement, for successive one-year periods (each of which is to be called a “Renewal Term”), and subject to mutual agreement on administrative costs. Any decision by the City or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City or the Service Provider.

## 4. **Services**

4.1 The Service Provider agrees to provide services as set out in Schedule B (Description of Services) in accordance with the Terms of this Agreement including any City of London Homeless Prevention Service Standards as they may be amended from time to time.

## 5. **Funding**

5.1 The City shall make an allocation of Funding to the Service Provider as set out in Schedule A.

5.2 The City shall make payment of the Funding under Section 5.1 to the Service Provider as set out in Schedule A.

5.3 The Service Provider shall spend Funding received under Section 5.2 as set out in Schedule A.

5.4 Intentionally left blank

## 6. **Obligations**

- 6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act* (if there are reasonable grounds to suspect a circumstance listed in the Act, promptly report the suspicion and the information on which it is based to a Children's Aid Society).
- 6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.
- 6.3 The Service Provider shall recognize The City of London as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.
- 6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, contractors or voluntary workers in carrying out the services as set out in Schedule B.
- 6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.
- 6.6 The Service Provider shall comply with all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes or other legislative requirements, including, but not limited to, the *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act, 2005*, *Human Rights Code*, *Child and Family Services Act*.
- 6.7 Confidentiality
- (a) The collection, use, retention and disclosure of all personal information under this Agreement are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). The Service Provider acknowledges that any information supplied to the City is subject to MFIPPA, including access to information provisions in MFIPPA.
- (b) The Service Provider shall ensure its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including *Personal Health Information Protection Act, 2004*.
- (c) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall provide the City with a copy of such policy upon request.
- 6.8 **Independent Contractor**
- (a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.

(b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

## **7. Data Collection and Reporting Requirements**

- 7.1 The Service Provider agrees to collect data as described in Schedule B.
- 7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.
- 7.3 The City may at its sole discretion amend Schedule B from time to time.

## **8. Termination on Notice**

- 8.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice.
- 8.2 If the City or Service Provider terminates the Agreement pursuant to 8.1, the City may do one or more of the following:
  - (a) cancel all further instalments of Funding;
  - (b) demand the repayment of any Funding remaining in the possession or under the control of the Service Provider;
  - (c) permit the Service Provider to offset the Wind Down costs against the amount the Service Provider owes pursuant to Section 8.2(b);
  - (d) provide Funding to the Service Provider to cover the Wind Down Costs.
- 8.3 If the Service Provider wishes to terminate the Agreement pursuant to 8.1, it shall provide written notice to the City in the form of a Board resolution or by-law.

## **9. Event of Default, Corrective Action and Termination for Default**

- 9.1 Each of the following events shall constitute an Event of Default:
  - (a) in the opinion of the City, the Service Provider 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:
    - (i) Deliver services that address program outcomes;
    - (ii) Collect data as required;
    - (iii) Provide reports as required;
    - (iv) Use or spend the Funding as authorized in this Agreement and in Schedule A;
  - (b) an event of Force Majeure that continues for a period of sixty (60) days or more.
- 9.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:
  - (a) provide the Service Provider an opportunity to remedy the Event of Default;
  - (b) suspend the payment of Funding for such period as the City determines appropriate;
  - (c) reduce the amount of Funding;
  - (d) reallocate Funding;
  - (e) cancel all further Funding;
  - (f) demand the repayment of any Funding;

- (g) terminate the Agreement, upon giving Notice to the Service Provider.
- 9.3 If, in accordance with Section 9.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:
- (a) the particulars of the Event of Default; and,
  - (b) the Notice Period.
- 9.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 9.2(a), and:
- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,
- the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 9.2 (b), (c), (d), (e), (f), or (g).
- 9.5 Termination under this Article shall take effect as set out in the Notice.
10. If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* (“FLSA”), the Service Provider agrees that the Service Provider shall:
- (b) ensure services are provided in French; and,
  - (c) make 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.
11. Nothing in this section or in this Agreement authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

12. **Notice**

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
  - (i) in the case of notice to the City:

The City of London  
 Attention: City Clerk  
 300 Dufferin Avenue  
 City Clerk’s Office  
 London ON N6A 4L9

Email: homelessprevention@london.ca

- (ii) in the case of notice to the Service Provider:

[Service Provider Contact Information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so

delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

### 13. **Indemnification**

13.1 The Service Provider shall indemnify and hold harmless the City from and against any and all liability, injury, loss, costs, damages, 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 Agreement, unless solely caused by the negligence or wilful misconduct of the City.

13.2 The obligation to indemnify will require the Service Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

### 13.3 **Insurance and Indemnity**

Throughout the term of this Agreement, the Service Provider shall maintain commercial General Liability Insurance on an occurrence basis for an amount of not less than five million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider'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.

The Service Provider 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.

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.

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

- (i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;
- (ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;
- (iii) the acts or omissions of the Service Provider, the Service Provider's employees or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (iv) any claim or finding that any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible are employees of, or are in any employment

relationship with, the City or are entitled to any Employment Benefits of any kind; or

(v) 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 Service Provider, the Service Provider's employees or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

13.4 At its sole discretion, the City may, at any time, require that the Service Provider obtain and maintain a Blanket Position Insurance Policy or equivalent Fidelity Bond. See Schedule C.

#### **14. Force Majeure**

14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 12.3.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 Subject to Section 9.1(b), the failure of either Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

#### **15. Audits and Reviews**

15.1 The Service Provider shall, on forty-eight (48) hours prior written notice, give the City, City Representatives and/or City auditors free access to such staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or City auditors, for the purpose of verifying compliance with this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the City may conduct an audit of the Service Provider and its subcontractors in any year.

15.2 The City reserves the right to conduct operational reviews on forty-eight (48) hours prior notice to the Service Provider to evaluate the effectiveness of the Service

Provider's operations and delivery of this agreement. The Service Provider shall give the City, City Representatives and/or other persons authorized by the City free access to such premises, staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or other persons authorized by the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

## 16. **General**

### 16.1 Services to Vulnerable Populations

- a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.
- b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City.

16.5 [intentionally left blank]

16.6 [intentionally left blank]

16.7 The Service Provider represents and warrants that it shall:

- (a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City;
- (b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
- (c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City.

16.8 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary budgetary appropriations from Municipal Council. The City shall not have any liability in the event the respective budgetary appropriations are insufficient to meet the Funding obligations of the City.

16.9 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Service Provider as partners of each other.

16.10 No member of:

- (a) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.

- 16.11 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.12 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.13 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.14 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.15 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.16 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.17 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.18 This Agreement shall be read with all changes of gender and number required by the context.
- 16.19 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.20 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.
- The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.21 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.



- 16.22 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.23 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.22 restricting the Service Provider’s ability to assign this Agreement.
- 16.24 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.25 The provisions in sections 5.3; 8.2; 9.2(c), (d), (e), (f); and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Indemnification), 15 (Audits and Reviews), and 16 (General) except for section 16.21 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

**IN WITNESS THEREOF** this Agreement has been executed by the Parties.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_  
 Name: Sandra Datars Bere  
 Title: Managing Director,  
 Housing, Social Services and  
 Dearness Home  
 Date:

**[NAME OF SERVICE PROVIDER]**

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

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title:  
 I/We have the authority to bind the Service  
 Provider.

**Schedule A (Municipal)**

**[Name of Service Provider]**

**Funding / Budget / Eligible Expenditures**

**Up to a Maximum Amount of Municipal Funding for Term of Agreement (inclusive of HST): [Insert Amount]**

**Renewals (if any):**

If the parties mutually agree in writing to renew the Agreement, then an amount as determined by the City Representative and confirmed in writing to the Service Provider will be the maximum amount of municipal funding, on the condition that such amount is provided for in the City’s current approved budget.

**1. Payment**

The Service Provider will receive payment in [Insert Number] installments by the following dates:

[Insert Date] in the amount of [Insert Amount]

[Insert Date] in the maximum amount of [Insert Amount] less any amounts that the City determines as an adjustment.

The City may adjust the allocation based on financial reporting and changes to service delivery.

**2. Funding**

2.1 A Completed Application for Contract Renewal is to be submitted to City of London, Homeless Prevention by November 15<sup>th</sup>. The Application for Contract Renewal will include the following sections.

- a) Adherence to City of London, Homeless Prevention Service Standards, or other requirements as identified.
- b) Operating Budget including all sources of revenue and disbursement for the programs and services operated through this Agreement for the fiscal period of January 1 to December 31.

2.2 Financial Reporting

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget funded by this Agreement to actual expenditures (e.g. staff, administration, and programming costs).

<b>Financial Reporting Period</b>	<b>Report Due Date</b>
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]

**2.3 Eligible / Ineligible Expenditures**

- i) Eligible Expenditures

The following includes a listing of eligible and ineligible expenditures under this funding:

**Staff**

- salaries and benefits of program employees whose activities are directly related to the activities in this Agreement
- contract fees (e.g., trainers, consultants)

**Staff Costs**

- mileage and travel expenses for program activities or to share program information. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

**Office**

- office supplies
- specialized program supplies and material, such as games, toys, books, (in either, or both, official languages), beds, indoor play equipment

**Other**

- expenses for operating an emergency shelter, Housing First program or other homeless serving organization, including such things as utilities and food
- audit, legal fees, bookkeeping
- annual audited statement
- translation, interpretation, training/professional development
- HST should be included in all budget expenses, not as a separate item in this category

**ii) Ineligible Expenditures**

- Personal needs allowance paid to a shelter resident
- therapeutic and medical treatment (e.g. speech or language pathology) covered by provincial/territorial medical and insurance plans
- capital expenditures, which include:
  - new construction and/or conversions of buildings
  - retrofits
  - buying land
  - purchasing buildings
- The construction, repair and renovation of new and existing social and affordable housing
- Services that do not directly support people who are homeless or at-risk of homelessness
- Alcoholic beverages

### 3. Budget

[Insert Budget]

SIGNATURES		
_____ AGREEMENT HOLDER _____ DATE	_____ AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE

## Schedule B

[Insert Name of Organization]

### Description of Services

#### 1. Description of Services

#### 2. Collection of Data by the Service Provider

[Insert Data Collection Requirements]

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

#### 3. Outcomes and Targets

[Insert program anticipated outcomes and targets here]

#### 4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

## SCHEDULE C

### BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

The Service Provider shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the maximum amount determined in the sole discretion of the City's Manager III, Risk Management from time to time. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



### Certificate of Insurance - Standard

*This is to certify that the Insured named below is insured as described:*

**\*\*\* This form must be completed and signed by your insurer or insurance broker.\*\*\***  
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address	
Insured's address (street name, city, province and postal code)				Telephone number	
				Fax number	
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability					Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$
Other (Explain.)					Occurrence \$ Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability:  NO or  YES. . . (Limit) \$ \_\_\_\_\_  
 Liquor Liability:  NO or  YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

**The Corporation of the City of London**  
**Attention: Risk Management Division**  
**520 Wellington Street, Unit 1**  
**P O Box 5035**  
**London, ON N6A 4L9**

Office location: \_\_\_\_\_ Fax: **519 661-4631**  
 Mailing address: \_\_\_\_\_ E-mail: **certificates@london.ca**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$

*Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.*

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

Form no. 0788 (rev.2016.09)

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

SIGNATURES		
_____ AGREEMENT HOLDER _____ DATE	_____ AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 31, 2020</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>SINGLE SOURCE 20-04 AGREEMENT FOR LONDON &amp; MIDDLESEX LOCAL IMMIGRATION PARTNERSHIP WITH WIL COUNSELLING AND TRAINING FOR EMPLOYMENT</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law as “Appendix A” **BE INTRODUCED** at the Municipal Council meeting to be held on April 7, 2020 to:

- (a) **AUTHORIZE and APPROVE** the Purchase of Service Agreement with WIL Counselling and Training for Employment: Administrative Support and Coordination Services for London & Middlesex Local Immigration Partnership Service and The Corporation of the City of London and, substantially in the form attached as Schedule 1 to this by-law, it being noted that this will be a single source contract as per the Procurement of Goods and Services Policy Sections 14.4 (d) and 14.4 (e).
- (b) **AUTHORIZE** the Mayor and City Clerk to execute the Purchase of Service Agreement with WIL Counselling and Training for Employment and The Corporation of the City of London, authorized and approved in subsection (a);
- (c) **DELEGATE and AUTHORIZE** the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any further amendments to the Purchase of Service Agreement if the amendments are substantially in the form of the Service Agreement approved in subsection 1(a) and to approve and execute such further documentation that may be required in furtherance of the London & Middlesex Local Immigration Partnership; and
- (d) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, that are necessary with the Purchase of Service Agreement approved in subsection 1(a).

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- Local Immigration Partnership Funding Application (CPSC: May 26, 2008)
- Local Immigration Partnership Funding (CPSC: January 26, 2009)
- Contract for Local Immigration Partnership (BoC: July 22, 2009)
- Local Immigration Partnership – Signing Authority (BoC - Sept. 16, 2009)
- Update re Local Immigration Partnership (CPSC: January 11, 2010)
- London & Middlesex Local Immigration Partnership Strategic Plan & Update (CPSC: Sept. 27, 2010)
- Update on London & Middlesex Local Immigration Partnership (CNC: May 17, 2011)
- London & Middlesex Local Immigration Partnership Strategic Plan 2013-2016 and Update (CPSC: August 25, 2014)
- London & Middlesex Immigration Partnership Strategic Plan 2016-2019 (CPSC: September 20, 2016)
- Agreement for London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada (CPSC: February 19, 2020)

<b>PURPOSE</b>
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The purpose of this report is to recommend approval to enter into a Purchase of Service Agreement with WIL Counselling and Training for Employment for Administrative Support and Coordination Services for the London & Middlesex Local Immigration Partnership for the period of June 1, 2020 to March 31, 2025.

The recommendation to participate in the Purchase of Service Agreement with WIL Counselling and Training for Employment (SS20-04) is made in accordance with sections 14.4 (d) and 14.4 (e) of the Procurement of Goods and Services Policy with regards to single sourcing.

14.4 (d) "There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);" and  
14.4 (e). "The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience."

### STRATEGIC PLAN LINKAGES 2019-2023

The proposed agreement between the City of London and WIL Counselling and Training for Employment (WIL) is aligned to the Strategic Plan for the City of London 2019 – 2023 under the *Strategic Area of Focus* – Strengthening our Community, *Outcome* - Londoners are engaged and have a sense of belonging in their neighbourhoods and community, *Expected Result* – Increase the number of residents who feel welcomed and included, and *Strategy* - Create inclusive engagement opportunities for Londoners.

### BACKGROUND

Since 2009, the LMLIP has taken an active strategic community approach which has resulted in successful outcomes for immigrants in our community.

On March 2, 2020, Council approved an agreement with the federal government through the then Department of Immigration, Refugees and Citizenship Canada to provide a collaborative framework for local planning, development and implementation of sustainable solutions for the successful integration of immigrants. The City-IRCC Contribution Agreement will allow for the continued operation of the London & Middlesex Local Immigration Partnership from April 1, 2020 to March 31, 2025 for a value of \$1,777,867, of which \$1,018,400 will be allocated to WIL Counselling and Training for Employment, as set out in Schedule 2.

The City of London is the lead for this initiative, however consistent with other community strategic initiatives, WIL Counselling and Training for Employment has provided Administrative Support and Coordination Services for the LMLIP since 2011.

#### Overview

The London & Middlesex Local Immigration Partnership is one of approximately 80 Local Immigration Partnerships (LIPs) across Canada, funded by Immigration, Refugees and Citizenship Canada, and supported by the Province of Ontario. LMLIP is co-chaired by the City of London (through the Manager, Strategic Programs & Partnerships, Social Services) and a member from the community.

The work of the LMLIP is a collaborative community initiative designed to strengthen and support the role of local and regional communities in welcoming and integrating immigrants. LMLIP is guided by a Central Council and five issue specific Sub-councils. Its membership includes educational institutions, community services and agencies, and close to 100 volunteers.

#### Description of Service Provider's Role

- (a) provide Administrative Support and Coordination Services to LMLIP, including the preparation of agendas, minutes, and logistics associated with Central Council, Sub-Councils, and Work Groups and their activities and events
- (b) provide research and writing support to the City on the development of at least one LMLIP strategic plan within the term of the Agreement
- (c) provide an annual achievement report in the manner acceptable to the City
- (d) Support the City in the collection of data for any other reports, as may be required by the City including the Annual Performance Report for Community Partnerships (APRCP)



- (e) provide statistical and narrative reports as required by the City and in the manner acceptable to the City
- (f) to accept and screen volunteer applicants for the LMLIP
- (g) to notify the City within seven days of staff changes that relate to this Agreement

The City Solicitors Office and Risk Management have reviewed the content of the Purchase of Service Agreement with WIL Counselling and Training for Employment.

<b>FINANCIAL IMPACT</b>
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This initiative is 100% funded by Immigration, Refugees and Citizenship Canada and there is no impact to the net budget for Immigration Services. The total value of the purchase of service agreement with WIL Counselling and Training for Employment is \$1,018,400.

<b>CONCLUSION</b>
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The London & Middlesex Local Immigration Partnership has been working with the community since 2009 to settle and integrate immigrants. A strong project team and large group of dedicated volunteers have contributed to positive outcomes for immigrants. These efforts contribute directly to Council's vision and efforts of building a welcoming and inclusive community for all.

<b>PREPARED BY:</b>	<b>SUBMITTED BY:</b>
<b>JILL TANSLEY MANAGER, STRATEGIC PARTNERSHIPS AND PROGRAMS</b>	<b>KEVIN DICKINS MANAGER, EMPLOYMENT AND INCOME SUPPORT SERVICES</b>
<b>RECOMMENDED BY:</b>	
<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	

- c. Bryan Baar, Senior Business Administrator, Finance & Corporate Services
- Kelly Dawtrey, Solicitor II, Legal & Financial Services
- John Freeman, Manager, Purchasing & Supply
- Lynn Marshall, Solicitor II, Legal & Financial Services
- Jason Wills, Manager, Legal & Corporate Services

## Appendix A

Bill No.  
2020

By-law No.

A by-law to authorize and approve the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership.

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 3.1 of the Municipal Act, 2001 states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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

AND WHEREAS the Municipal Act, 2001 provides authority for a municipality to delegate its powers and duties under this or any other Act to a person, subject to certain restrictions;

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 Purchase of Service Agreement for the London & Middlesex Local Immigration Partnership between WIL Counselling and Training for Employment and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Purchase of Service Agreement for the London & Middlesex Local Immigration Partnership approved in section 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve and execute any further amendments to the Purchase of Service Agreement if the amendments are substantially in the form of the Purchase of Service Agreement approved in section 1, above and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.
4. The Managing Director, Housing, Social Services and Dearness Home, or written designate, are delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, that are necessary in connection with the Purchase of Service Agreement as approved in section 1, above.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on , 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading –  
Second reading–  
Third reading –

**“Schedule 1”**

**LONDON & MIDDLESEX LOCAL IMMIGRATION PARTNERSHIP  
PURCHASE OF SERVICE AGREEMENT**

B E T W E E N:

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

- and –

**WIL COUNSELLING AND TRAINING FOR EMPLOYMENT**  
(hereinafter referred to as the “Service Provider”)  
Corporate Address: 141 Dundas Street, 4<sup>th</sup> Floor, London, ON,  
N6A 1G3

**WHEREAS** The City has entered into a Contribution Agreement with Her Majesty the Queen in right of Canada as represented by the Minister of Immigration, Refugees and Citizenship with respect to Newcomer Settlement and Integration Programs;

**AND WHEREAS** the City administers the Contribution Agreement with the Federal Department, and the City is also responsible for establishing the London & Middlesex Local Immigration Partnership (“LMLIP”), and providing Administrative and Coordination Support Services to the LMLIP;

**AND WHEREAS** the LMLIP is composed of volunteers, and representatives from community organizations, that have an interest in the integration of newcomers to Canada, with the objective to coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication;

**AND WHEREAS** the City and the Service Provider have previously entered into an Agreement in which the Service Provider provides Administrative Support and Coordination Services to the LMLIP, which will terminate May 31, 2020, and the parties wish to continue this provision of services;

**NOW THEREFORE** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Service Provider agree as follows:

**1.0 AGREEMENT**

1.1 This Agreement, including the attached schedules, constitutes the entire Agreement between the parties, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter. If there is a conflict or inconsistency between the wording of any documents which appear on the following list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list:

- the Purchase of Service Agreement;
- Schedule 4, entitled *Supplementary Terms and Conditions*;
- Schedule 1, entitled *Description of Services*;
- Schedule 2, entitled *Description of Eligible Costs*;
- Schedule 3, entitled *Terms of Payment and Financial Reporting*.

**0 INTERPRETATION**

In this Agreement, unless otherwise defined:

**“City’s Managing Director”** means the City’s Managing Director, Housing, Social Services & Dearthness Home, or their written designate;

**“Compliance Audit”** means an independent assessment done by an accredited auditor in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*, to provide assurance of the City’s compliance with the Contribution Agreement and the Service Provider’s compliance with this Agreement. Audited financial statements do not constitute a compliance audit;

**“Eligible Costs”** means the costs described in section 3.2 required by the Service Provider to

provide Services;

“**Federal Department**” means Her Majesty the Queen in right of Canada as represented by the Minister of Immigration, Refugees and Citizenship;

“**Fiscal Year**” means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;

“**Contract Period**” means the period specified in Schedule 2 in the section entitled *Duration of Activity / Contract Period*;

“**Project**” means the provision of Services to the LMLIP;

“**Services**” means the “Administrative Support and Coordination Services” described in Schedule 1;

“**Supporting Documentation**” means but it not limited to original vouchers, invoices, statements of account, receipts, contracts, lease agreements, and timesheets or other data supporting the Service Provider’s actual costs incurred. It also includes cancelled cheques, bank drafts and other forms of data supporting costs incurred;

“**Term of Agreement**” means the period during which this Agreement shall be effective, which period commences on the date it is signed by both parties, and terminates one year after the end of the Contract Period.

### 3.0 PAYMENT FOR SERVICES

3.1 If the provisions of this Agreement are complied with, and if the City receives the required funds from Her Majesty the Queen in right of Canada, then the Service Provider is entitled to be paid by reimbursement in respect of its Eligible Costs for the Services an amount not exceeding the lesser of:

- (a) 100% of the Eligible Costs; or
- (b) The maximum contract value for the applicable Fiscal Year, as specified in Schedule 2.

3.2 Costs are Eligible Costs for the purposes of this Agreement only if, in the City’s opinion, they comply with each of the following:

- (a) are directly related to and necessary for the provision of the Services;
- (b) are reasonable, as determined by the City;
- (c) are allowable expenditures for the provision of the Services; and
- (d) were either:
  - (i) incurred and paid by the Service Provider in relation to the Services provided during each Fiscal Year of the Contract Period; or
  - (ii) incurred by the Service Provider in relation to the goods and services purchased during the last two months of the Term of Agreement and paid within thirty days of the conclusion of the Term of Agreement, and whose validity has been substantiated to the satisfaction of the City by means of Supporting Documentation including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

3.3 the Service Provider may reallocate Eligible Costs between Program Delivery cost categories without prior written approval, when the sum of all transfers is less than 5% of the cost category’s original annual budget.

3.4 If the Service Provider receives more funding than anticipated from any or all sources for the Services specified in the Agreement under section 5.1, then the City may require the Service Provider to repay the *pro rata* share of the payment received from the City.

3.5 Notwithstanding any other provisions of this Agreement:

- (a) No contribution is payable by the City in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement.
- (b) Only the portion of the provincial and/or federal tax (GST/HST) which is not refundable by the Canada Revenue Agency as an input tax credit or as a rebate can be claimed as an Eligible Cost.
- (c) Any interest or any other income earned on advances of the Purchase of Service

Agreement, be included in the calculation of claims, and may result in a repayment.

### 3.6 Notwithstanding clause 3.1

- (a) No Payment shall be paid for costs incurred with respect to a member of staff who is a member of the immediate family of an employee of the Service Provider, or, if the Service Provider is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the City is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.
- (b) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with an employee of the Service Provider, or officer or director of the Service Provider, as the case may be.

## 4.0 CONDITIONS GOVERNING PAYMENT

4.1 If the City receives sufficient funding from the Federal Department, and if the Service Provider provides the City with its claims for Eligible Costs, then the City will make payments for Eligible Costs by reimbursement as described in Schedule 3 of this Agreement.

4.2 If the City's funds are reduced by Her Majesty the Queen in right of Canada, then the City is entitled to reduce or cancel any payments to the Service Provider.

4.3 If the City requests Supporting Documentation, then the Service Provider shall include Supporting Documentation for reimbursement of Eligible Costs, as described in clauses 6.6, 6.7 and in Schedule 3 of this Agreement.

4.4 The Service Provider shall submit claims for the Project according to the requirements and reporting frequency specified in Schedule 3.

4.5 No advance payments shall be made to the Service Provider during the Term of this Agreement.

4.6 The City shall not contribute to costs incurred prior to or subsequent to the Contract Period.

4.7 Any overpayments, unexpended balances, amounts disallowed on audit, and any refunds, rebates, and discounts that the Service Provider bills to the City as part of actual costs, or other amounts owing to the City by the Service Provider, shall be Service Provider debts due to the City; the Service Provider shall repay to the City such amounts within 30 days of receipt of notice to do so by the City, after which time, interest and administrative charges will apply.

4.8 The Service Provider warrants and represents that at the time of signing the Agreement, it does not have an amount owing to the City. If this changes during the implementation of the Project, then the Service Provider is required to promptly inform the City by submitting a true and accurate list of all amounts owing.

Amounts due to the Service Provider under this Agreement may be set off against amounts owing to the City under this Agreement or previous Agreements.

4.9 Where the City determines that a change in reporting frequency identified in Schedules 3 and 4, or holdback amount identified in Schedule 3 is warranted, it will notify the Service Provider in writing and provide details of any changes. The written communication between the City and the Service Provider shall constitute part of the Agreement.

4.10 If the Service Provider submits claims for Eligible Costs more than 30 days after the end of the Contract Period, then the City is not required to process or make payments for such claims.

## 5.0 SERVICE PROVIDER'S OBLIGATIONS

5.1 During the entire Contract Period, and if applicable during the entire Term of Agreement, and one year following, the Service Provider shall:

Disclose All Sources of Funding

1. submit to the City, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind contributions for program activities or Eligible Costs related to the Agreement. The Service Provider shall notify the City of any changes in funding from other sources for activities related to the Agreement set out in Schedule 1, and shall do so within 30 days of their occurrence. The Service Provider shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 3;

Keep Records

2. keep all records and provide all Services during the Contract Period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;

Authorized to Work in Canada

3. ensure that all personnel the Service Provider designates to provide the Services are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

Official Language Requirements

4. adhere to the following Official Language requirements:
  - (a) to organize activities, projects, and programs to forge ties between Canada's two official language communities;
  - (b) to annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the City and the Federal Department; and
  - (c) to identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related Services and/or activities to the participants/beneficiaries in English and in French as the case may require;

In Accordance with Laws

5. provide the Services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to providing the Services, obtain required permits, licences, consents, authorizations and insurance coverage as required;

Code of Conduct

6. shall have and maintain a code of conduct that applies to its employees to prevent, investigate and respond, as required, to misconduct and wrongdoing by or against its employees.

The Service Provider shall ensure that, where applicable, its employees comply with the City's *Respectful Workplace Policy* and *Workplace Violence Prevention Policy* when interacting with City employees for the purposes of this Agreement, and any such further policies as the City may provide to the Service Provider from time to time. The Service Provider acknowledges that copies of these policies have been provided to and/or been made available to it.

7. [intentionally left blank]

Reporting Requirements

8. conform to the reporting requirements in section 6.0;

9. [intentionally left blank]

Report Staff or Board Changes

10. notify the City in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors;

Report Changes to Policies

11. notify the City in writing of any changes to organizational policies which impact this Agreement. If any changes to such policies occur during the Contract Period, then the Service Provider shall provide the City with a copy of the amended policy within 14 days of the change;

Fulfill Obligations

12. fulfill the obligations set out in Schedule 1.

## 5.2 INSURANCE

Throughout the term of this Agreement, the Service Provider shall:

- (a) maintain comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- (b) furnish the City with a blanket Position Policy or equivalent Fidelity Bond in an amount not less than One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a names Obligee as their interest may appear with respect to any loss or misuse of funds held by the recipient as described in this Agreement;
- (c) ensure that any employee utilizing an automobile in the provision of Services under this Agreement insures and maintains against legal liability for bodily injury and property damage caused by automobiles owned or leased by the employee or Service Provider. Such insurance shall be subject to an inclusive limit of not less than Two Million (\$2,000,000.00) dollars. The Service Provider shall provide the City with proof of Automobile Insurance (inclusive limits) for both owned and non-owned vehicles;
- (d) submit on an annual basis, in advance of expiry, a completed Insurance Certificate (Form #0788), and such other acceptable forms and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

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.

## 5.3 INDEMNIFICATION

At its sole expense, the Service Provider shall hold harmless, defend and indemnify the City, its employees, officers, Mayor and councillors, from and against all claims, demands, suits, losses, costs, damages and expenses that the City, its employees, officers, Mayor or councillors, may sustain or incur related to the performance by the Service Provider of its obligations pursuant to this Agreement.

## 5.4 TO ADHERE TO THE FOLLOWING OFFICIAL LANGUAGE REQUIREMENTS:

- (a) To support the City in the organization of activities, projects, and programs to forge ties between Canada's two official language communities;
- (b) To support the annual consultation with francophone minority communities about settlement and resettlement programming as determined appropriate by the City; and
- (c) Support the City in identifying the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.

## 6.0 INFORMATION, MONITORING AND REPORTING REQUIREMENTS

6.1 During the entire Contract Period, the Service Provider shall ensure that authorized representatives of the City and/or the Federal Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Service Provider's compliance with its obligations under this Agreement, including the delivery of services in both official languages, where applicable.

- 6.2 During the entire Term of the Agreement and up to one year following, the Service Provider shall:
- (a) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and



(b) retain all Supporting Documentation relating to the financial books and records.

6.3 During the entire Term of the Agreement and up to one year following, and to the City's satisfaction in scope, detail, format and frequency, the Service Provider shall submit claims for Eligible Costs by submitting invoices with supporting expenditure details (with additional Supporting Documentation, if requested by the City) for each reporting period identified in Schedules 3 and 4, and complete statistical and narrative reporting against progress towards and achievement of expected results.

6.4 During the entire Term of Agreement and up to one year following, the Service Provider shall complete an annual project performance reporting exercise by submitting an annual achievements report in a format to be provided by the City. The Service Provider shall submit the annual report to the City thirty (30) days following the end of each fiscal year.

6.5 During the entire Term of the Agreement, and for seven years afterwards, the Service Provider agrees to:

(a) make such information as described in clauses 6.1, 6.2, 6.3 and 6.4, regardless of format, available for inspection, audit and monitoring by representatives of the City and of the Federal Department, who may make copies and take extracts, ensuring that all protected information is protected as per City policies;

(b) make available facilities for any such inspection, audit and monitoring by representatives of the City and the Federal Department;

(c) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in clauses 6.1, 6.2, 6.3 and 6.4; and

(d) send copies of any information to the City, which has been collected on its behalf, at such intervals, in such format and by such means as the City may specify, for use in monitoring and evaluating the Project.

6.6 During the entire Term of the Agreement, the Service Provider shall comply with instructions by the City relating to performance measurement, research, evaluation, monitoring and policy analysis of the Project.

6.7 The Service Provider shall submit to the City, within 30 days of the end of the Contract Period or as otherwise specified in Schedule 3 or 4:

(a) a final claim for Eligible Costs with Supporting Documentation if requested by the City; and

(b) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind contributions, for the Project.

6.8 The Service Provider shall be subject to monitoring by the City, as set out in clauses 6.1 to 6.7, in relation to their planned objectives and deliverables. The City will assess whether satisfactory outcomes have been achieved; whether demand for a particular Service still exists; and whether administrative documents, reports, financial records and statements, and any other required documentation, are in order.

6.9 The City or the Federal Department may request a Compliance Audit of the Project to ensure compliance with the terms of this Agreement, or with the terms of the City's agreement with the Federal Department. The City or the Federal Department is entitled to determine the scope and timing of such an audit.

## 7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Personal information collected or maintained by the Service Provider for the purposes of providing Services and fulfilling its obligations pursuant to this Agreement is subject to the provisions of the applicable municipal, federal and provincial privacy and access to information legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, and *Federal Access to Information Act*, RSC 1985, Chapter A-1.

7.2 The Service Provider will limit its collection of personal information to only that which is necessary for it to carry out its programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

7.3 The Service Provider shall treat as confidential all personal information, and will not disclose to any person, except in accordance with applicable law.

7.4 The Service Provider shall take all security measures reasonably necessary to protect any personal information using methods that are generally used by prudent public and private sector organizations. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the City or Federal Department for the protection of personal information against unauthorized use or disclosure.

The City shall not be held liable for actions arising out of the Service Provider failing to take appropriate security measures as required in this Agreement.

7.5 Where the Service Provider has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the City of the privacy breach. The Service Provider will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The City may direct the Service Provider to take specified steps to resolve and prevent a recurrence.

7.6 Despite the provisions of this Agreement, in the event that the Service Provider is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, the Service Provider shall notify the City immediately, and where possible, in advance.

7.7 [Intentionally left blank]

7.8 The Service Provider shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Service Provider of its obligations pursuant to this Agreement. The City will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Service Provider of its obligations pursuant to this Agreement. The City is not liable for the physical safekeeping or privacy of documents provided to the Service Provider while such documents are in the possession or control of or under the responsibility of the Service Provider, or in the process of being transferred or transmitted to the City.

## **8.0 EVENT OF DEFAULT; TERMINATION**

### Termination – Event of Default

8.1 Any one or more of the following constitutes an event of default:

- (a) the Service Provider becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors;
- (b) an order is made or a resolution is passed for the winding up of the Service Provider, or the Service Provider is dissolved;
- (c) the Service Provider has not performed or complied with one or more terms, conditions or obligations under this Agreement;
- (d) the Service Provider has submitted false, misleading or inaccurate information to the City;
- (e) in the City's opinion, the Service Provider has failed to provide the Services in an acceptable manner;
- (f) the activities or anticipated activities of the Service Provider are contrary to Canadian law.

8.2 In the event of default, the City may (after consultation with the Service Provider) direct that changes be made to the Services, or the City may immediately terminate the Agreement in whole or in part.

8.3 The City may also, by written notice to the Service Provider in the event of default, immediately suspend any City payment obligation, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the City's satisfaction.

8.4 In the event that the City refrains from exercising a right or remedy it is entitled to exercise under this Agreement, the City shall not be considered to be waiving such a right or remedy. The partial or limited exercise of a right conferred on the City by this Agreement shall not prevent the

City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

## 9.0 NOT AGREEMENT OF EMPLOYMENT; THIRD PARTIES

### 9.1 Not an Agreement of Employment

(1) The Service Provider agrees that this Agreement is not an Agreement of Employment. Specifically, the parties agree that the Service Provider (and any person employed by or associated with the Service Provider) is not an employee of the City, and has no employment relationship of any kind with the City, and is not in any way entitled to employment benefits of any kind from the City (whether under internal policies and programs of the City, or under any other employment related legislation, as amended from time to time, such as the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp), the *Canada Pension Act*, R.S.C. 1985, c.C-8, the *Employment Insurance Act*, S.O. 1996,c.23, the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"), the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1, the *Pay Equity Act*, R. S. O. 1990, c.P.7, the *Health Insurance Act*, R.S.O. 1990, c.H.6, or otherwise).

(2) The Service Provider shall make its own determination as to its status under the Acts referred to above and, in particular, it shall comply with the provisions of any of the aforesaid Acts, and it shall make any payments required under those Acts.

### Not Agent of City

(3) This Agreement is an agreement for payment to the Service Provider only; and nothing in it or done pursuant to it is to be construed as constituting the Service Provider as the City's agent, representative, employee or co-venturer. The Service Provider (and any employee or subcontractor) shall not act on behalf of the City, or as agent for the City, or assume or create any obligation on behalf of the City, or make any representation, promise, warranty or guarantee binding upon the City, or otherwise bind the City. The Service Provider (and any subcontractor or employee of the Service Provider) and the City are independent and not the agent, employee, partner or joint venturer of any of the others.

9.2 The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of the City, and any assignment made without that consent is void and of no effect.

9.3 The Service Provider shall not redistribute payments under this Agreement to a sub-agreement holder to carry out all or part of the Project funded under the City's Contribution Agreement with the Federal Department.

9.4 Nothing in this Agreement or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between Her Majesty the Queen in Right of Canada and the Service Provider.

## 10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the Services, the Service Provider produces any work subject to Intellectual Property Rights, these rights shall vest in the Service Provider.

10.3 The Service Provider should, or must if applicable, negotiate a copyright licence with one of the Canadian copyright licensing agencies to have rights on all copyright materials for use by clients and Service Provider staff.

10.4 Where the production of the work has been paid for, in whole or in part, by the payments made by the City under this Agreement, the Service Provide shall grant to the City and the Federal Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for the purposes of carrying out the Project.

10.5 With respect to any work licensed under this section, the Service Provider:

- A) covenants that the work will not infringe on the copyrights, trademarks or proprietary rights of others;
- B) agrees to indemnify and save harmless the City from all costs, expenses and damages

arising from any breach of any covenant given in subclause 10.5 A); and  
 C) shall include an acknowledgement, in a form satisfactory to the City, on any work which is produced by it with funds paid by the City under this Agreement, acknowledging that the work was produced with funds contributed by the City and the Federal Department and identifying the Service Provider as being solely responsible for the content of such work.

10.6 If the Service Provider is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Service Provider must immediately in writing inform the City of the claim.

10.7 Section 10.0 shall survive the termination of the Agreement.

## **11.0 CAPITAL ASSETS**

11.1 The Service Provider and the City agree that the Service Provider shall not purchase capital assets using City payments without prior authorization by the City.

11.2 Where capital assets are provided by the City to the Service Provider for use in delivering the Services, the Service Provider shall not dispose of them unless authorized by the City.

## **12.0 GENERAL**

### **Signed in Counterparts**

12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.

### **Effective Date**

12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.

### **Binding on Successors and Assigns**

12.3 This Agreement is binding on the parties and their successors and permitted assigns.

### ***Accessibility for Ontarians with Disabilities Act Training:***

12.4 The Service Provider shall ensure that all of its employees or other persons providing Services under this agreement receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations

### **Termination Without Cause**

12.5 The City may, by notice to the Service Provider, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than one month's written notice of intention to terminate to the Service Provider. In the event of a suspension, the City will notify the Service Provider of the obligations to be met. In the event of a termination notice being given by the City under this section:

A) the Service Provider shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any such outstanding commitments;

B) all Eligible Costs as set out in Schedule 2, incurred by the Service Provider up to the date of termination, not exceeding the maximum amount of the City's payments under this Agreement, will be paid by the City; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the City that the costs mentioned herein were actually incurred by the Service Provider and

C) the amount of any payments which remain unspent shall be promptly repaid to the City, and such amounts shall be a debt due to the City and Her Majesty the Queen in Right of Canada.

### **Notice**

12.6 All communication with respect to this agreement shall be sent:

i) in the case of the City to:

Manager, Strategic Programs and Partnerships  
 Housing, Social Services and Dearness Home

355 Wellington Street, Suite 248  
 P.O. Box 5045  
 London, ON N6A 4L6

ii) in the case of the Service Provider to:

Executive Director  
 WIL Employment Connections  
 141 Dundas Street, 4<sup>th</sup> Floor  
 London, ON N6A 4L6

12.7 Any communication that is delivered will have been received on delivery; any communication sent by facsimile will be deemed to have been received one (1) day after having been sent; any communication sent by email will be deemed to have been received on the date that the email is sent; and any communication mailed by regular mail will be deemed to have been received five (5) working days after being mailed.

#### **Execution, Delivery and Performance Authorized**

12.8 The Service Provider represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized, and when executed and delivered will constitute a legal, valid and binding obligation of the Service Provider enforceable on its terms.

#### **Nothing to Prevent Compliance**

12.9 The Service Provider represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement, and undertakes to advise the City forthwith of any such occurrence during the Term of the Agreement.

#### **No Partnership etc.**

12.10 The Service Provider and the City expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Service Provider and the City are related as partners, joint venturers or principal and agent in any way or for any purpose.

#### **No City Liability - Indemnity**

12.11 Neither the City nor its employees, officers, Mayor, Councillors or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Service Provider in carrying out its obligations under this Agreement, and the Service Provider will indemnify and save harmless the City, its employees, officers, Mayor, Councillors or agents from any such claims.

#### **Authorizations – IP Rights**

12.12 The Service Provider will obtain any necessary third party authorizations, as required, to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The City will have no liability in respect of claims from any person relating to such rights, and the Service Provider will indemnify and save harmless the City from any such claims.

12.13 [Intentionally left blank]

#### **Both Official Languages**

12.14 Where in the opinion of the Federal Department there is a demand, the Service Provider will ensure that services and documentation intended for public use are available in both official languages.

#### **Public Recognition of Funding**

12.15 Where required by the City or the Federal Department, the Service Provider shall ensure visibility and provide public recognition of the Government of Canada's support to the Project in publications, speeches, press releases, websites, social media, or other communication material. The Service Provider shall do this in a manner compliant with Canada's Federal Identity Program using a visual identifier and/or wording satisfactory to the Federal Department, for example "This project is funded by the Government of Canada / Ce projet est financé par le gouvernement du Canada".

12.16 Materials copyrighted to the City, the Federal Department, and the Crown in right of Canada, remain the property of these institutions.

**No Offer of Inducement – Public Official**

12.17 The Service Provider warrants that neither it nor any person on its behalf has offered or promised any bribe, gift or other inducement to any councillor, official or employee of the City, or to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement. The Service Provider warrants that neither it nor any person on its behalf has employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the public.

**Conflict of Interest**

12.19 No current or former public servant or public officer holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

12.20 [Intentionally left blank]

**Province of Ontario – Applicable Law**

12.21 This Agreement is governed by the laws of the Province of Ontario.

**No Convictions – Bribery or Corruption**

12.22 The Service Provider represents and warrants that members of its Board of Directors, and its officers and employees engaged in this Project:

- A) have not been convicted by a court of law of any jurisdiction for an offence involving bribery or corruption within the three years prior to the commencement of the term of this Agreement, and
- B) are not under sanction imposed by any government or government organization for an offence involving bribery or corruption.

The Service Provider shall forthwith declare in writing to the City if the Service Provider, members of its Board of Directors or any of its officers or employees engaged in this Project:

- A) are or have been convicted by a court of law in any jurisdiction for an offence involving bribery or corruption;
- B) are under sanction imposed by any government or government organization for an offence involving bribery or corruption.

If the Service Provider omits to declare such declaration or sanction, then City may terminate the Agreement immediately.

**Information Publicly Available**

12.23 The Service Provider acknowledges that the name of the Service Provider, the amount of the payments, and the general nature of the Project may be made publicly available by the City and by the Federal Department.

12.24 The Service Provider acknowledges that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M.56, and the Federal Department is subject to the *Access to Information Act*, RSC 1985, C. A-1, and information obtained by the City or Federal Department pertaining to this Agreement may be disclosed to the public upon request under those Acts.

**Read and Understood**

12.25 The Service Provider acknowledges having read and understood the Agreement in its entirety and agrees with its contents.

This Agreement has been executed on behalf of the parties by their duly authorized representatives.

SIGNED SEALED AND DELIVERED

**For Service Provider:**

**WIL COUNSELLING AND TRAINING FOR EMPLOYMENT**

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation.

**For the City:**

**THE CORPORATION OF THE CITY OF LONDON**

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

## **SCHEDULE 1 DESCRIPTION OF SERVICES**

### **Project Description**

1. The City has entered into a further Contribution Agreement with Her Majesty the Queen in right of Canada (as represented by the Minister of Immigration, Refugees and Citizenship) in which the City is to carry out the Project regarding the LMLIP. The LMLIP is composed of individuals and organizations who have an interest in the integration of newcomers to Canada. The intent of the LMLIP is to provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to London and Middlesex that are local and regional in scope.

Members of the LMLIP may be drawn from local and regional governments, community organizations, immigrant serving agencies, language training providers, local associations or bodies, regional employment networks, economic development corporations, volunteers from ethno-cultural associations, faith groups, as well as interested residents. The LMLIP is to meet regularly to facilitate the successful integration of newcomers and immigrants in the Middlesex and London community. The LMLIP may also be required to coordinate and establish linkages with any other community planning initiatives conducted by the City of London or County of Middlesex that may be underway during the life of this agreement.

The LMLIP is governed by a Central Council, and is supported by five sub-Councils, and a minimum of three work groups.

The City is responsible for providing administrative support and coordination services to the LMLIP. The City wishes to continue to contract for the services of a third party to provide such administrative support and Coordination services.

### **Objectives**

2. The overall objective of the LMLIP initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

The objective of this Service Provider Agreement is to contract the services of the Service Provider to provide Administrative Support and Coordination Services to the LMLIP to further the objectives of the LMLIP.

### **Roles:**

#### **City of London:**

- (a) administers the Contribution Agreement with the Federal Department and is the primary liaison with staff of the Department on financial and contractual issues
- (b) together with Community Co-chair, co-chairs the Central Council of the LMLIP, and participates in the Work Groups
- (c) serves as public spokesperson for the LMLIP
- (d) meets regularly with the Project team, composed of Project staff and Community Co-Chair
- (e) represents the LMLIP at meetings of stakeholders, funders and community events
- (f) works to recruit and select new Central Council members
- (g) be available to the Project Coordinator for consultation purposes
- (h) holds responsibility for completion of LMLIP strategic plan and its implementation
- (i) holds responsibility for submission of annual reports to Federal Department

#### **Service Provider**

- (a) provide Administrative Support and Coordination Services to LMLIP, including the preparation of agendas, minutes, and logistics associated with Central Council, Sub-Councils, and Work Groups and their activities and events
- (b) provide research and writing support to the City on the development of at least one LMLIP strategic plan within the term of the Agreement
- (c) provide an annual achievement report in the manner acceptable to the City
- (d) Support the City in the collection of data for any other reports, as may be required by the City including the Annual Performance Report for Community Partnerships (APRCP)
- (e) provide statistical and narrative reports as required by the City and in the manner acceptable to the City
- (f) to accept and screen volunteer applicants for the LMLIP
- (g) to notify the City within seven days of staff changes that relate to this Agreement



### **Consultation between City and Service Provider**

The City and the Service Provider will maintain regular contact and/or meetings on issues of significance affecting the Administrative Support and Coordination Services of the LMLIP

### **Activities**

3. To achieve the overall objective of the Project, the Service Provider agrees to provide these services during the Term of Agreement and as otherwise specified in this agreement:

- Administrative Support and Coordination Services for LMLIP

### **Deliverables – Administrative Support and Coordination Services**

4. The Service Provider agrees to provide all of the following deliverables in providing Administrative Support and Coordination Services for LMLIP:

- (a) Employ the LMLIP coordinator and LMLIP assistant who oversee the day-to-day operations and support the diverse work of the community volunteers who together facilitate the achievement of Project outcomes.
- (b) Recruit and hire the Project Coordinator and Project Assistant
- (c) Direct, oversee and supervise the Service Provider's Project staff
- (d) Provide office space, internet connections and office supplies for the Service Provider's Project staff
- (e) Maintain financial records and all Supporting Documentation related to the work of the Project and the Service Provider's Project staff
- (f) Work collaboratively with "City staff administering this Agreement" to ensure that the Service Provider's Project staff meets LMLIP deliverables

### **Project Coordinator and Project Assistant**

In fulfilling its obligations, the Service Provider will provide a Project Coordinator and Project Assistant for Administrative Support and Coordination Services for the LMLIP.

This schedule will be reviewed on an annual basis at the mutual consent of the City and the Service Provider, and if agreed by both parties, an amending agreement may be signed.

**SCHEDULE 2**  
**Description of Eligible Costs**

The Contract Period with associated maximum annual Eligible Costs for reimbursement are as follows:

10 months June 1 to March 31,	2020/2021:	\$165,770
Fiscal year	2021/2022:	\$203,864
Fiscal year	2022/2023:	\$209,951
Fiscal year	2023/2024:	\$216,200
Fiscal year	2024/2025:	\$222,615

**Duration of Activity / Contract Period:** June 1, 2020 to March 31, 2025.

**Eligible Costs:**

DESCRIPTION	2020/2021 JUNE 1 - MARCH 31	2021/2022 FISCAL YEAR	2022/2023 FISCAL YEAR	2023/2024 FISCAL YEAR	2024/2025 FISCAL YEAR	2020-2025 TOTAL CONTRACT PERIOD
<b>PROGRAM DELIVERY</b>						
<b>Salaries, Wages &amp; Benefits:</b>						
Project Co-Ordinator	54,645	67,438	69,461	71,545	73,691	336,780
Project Assistant	48,400	59,731	61,523	63,369	65,270	298,292
Benefits/MERC	23,539	27,977	28,816	29,681	30,571	140,584
<b>Sub-Total</b>	<b>126,584</b>	<b>155,146</b>	<b>159,800</b>	<b>164,595</b>	<b>169,532</b>	<b>775,656</b>
<b>Training and Professional Development:</b>	400	600	600	600	600	2,800
<b>Sub-Total</b>	<b>400</b>	<b>600</b>	<b>600</b>	<b>600</b>	<b>600</b>	<b>2,800</b>
<b>Travel, Accommodations &amp; Related Costs:</b>						
Staff travel/Mileage/Parking	750	900	900	900	900	4,350
<b>Sub-Total</b>	<b>750</b>	<b>900</b>	<b>900</b>	<b>900</b>	<b>900</b>	<b>4,350</b>
<b>Delivery Assistance Tools &amp; Materials:</b>						
General Office supplies	416	750	750	750	750	3,416
<b>Sub-Total</b>	<b>416</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>3,416</b>
<b>Overhead Costs:</b>						
Office Space Rental	15,330	19,011	19,624	20,237	20,851	95,053
Cleaning & Maintenance	3,718	4,596	4,734	4,876	5,022	22,946
<b>Sub-Total</b>	<b>19,048</b>	<b>23,607</b>	<b>24,358</b>	<b>25,113</b>	<b>25,873</b>	<b>117,999</b>
<b>HST (non rebated)</b>	812	1,019	1,048	1,078	1,109	5,065
<b>Total PROGRAM DELIVERY</b>	<b>148,009</b>	<b>182,022</b>	<b>187,456</b>	<b>193,036</b>	<b>198,763</b>	<b>909,286</b>
<b>ADMINISTRATIVE:</b>						
12% of Program Delivery	17,761	21,843	22,495	23,164	23,852	109,114
<b>Total ADMINISTRATIVE</b>	<b>17,761</b>	<b>21,843</b>	<b>22,495</b>	<b>23,164</b>	<b>23,852</b>	<b>109,114</b>
<b>CONTRACT TOTALS</b>	<b>165,770</b>	<b>203,864</b>	<b>209,951</b>	<b>216,200</b>	<b>222,615</b>	<b>1,018,400</b>

**SCHEDULE 3  
TERMS OF PAYMENTS AND FINANCIAL REPORTING**

**TERMS OF PAYMENTS**

**Reimbursements**

1.0 The City will make payments by reimbursements, upon receipt from the Service Provider of claims for Eligible Costs, with Supporting Documentation in accordance with clause 4.0 of the Agreement.

2.0 Intentionally left blank.

**Holdback**

3.0 An amount up to 5% of the total Agreement value will represent the holdback and be disbursed to the Service Provider as a final payment on receipt and approval by the City of the final claims for Eligible Costs and deliverables, including Supporting Documentation. Material submitted to the City to support release of the holdback must be certified by a duly authorized representative of the Service Provider.

**FINANCIAL REPORTING**

4.0 The Service Provider agrees to submit to the City:

**Forecast of Cash Flow**

4.1 An initial Forecast of Cash Flow prior to the beginning of each Fiscal Year and following any amendment to the Agreement. The City may request submission of a revised Forecast of Cash Flow should significant variances to projected spending occur.

**Claims**

4.2 Claims for reimbursement of Eligible Costs that support the achievement of objectives shall be submitted by the Recipient, for each Fiscal Year of the Agreement, as follows:

1. April, May, June and July
2. August and September
3. October and November
4. December, January, and February
5. March

Claim 4 (December, January, and February) shall be accompanied by an estimate of anticipated costs for March. A revised Forecast of Cash Flow should be used for this purpose. Claims are to be submitted to the City within 5 days of the end of the reporting period.

**Annual Audited Financial Statements**

4.3 The Service Provider shall submit to the City the organizational annual financial statements (audited if available), within six months of the Service Provider's fiscal year end date.

## **SCHEDULE 4 SUPPLEMENTARY TERMS AND CONDITIONS**

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement between the City and the Service Provider.

### **Lobbying and Advocacy:**

1. Further to clause 8.1 of the Agreement, the parties agree that the Service Provider will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product be organized with the express intent of lobbying or advocating against the Federal Department's government policies or programs.
2. The parties further agree that where the Service Provider has shared plans with the City about planned services and/or activities and the City or the Federal Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against Federal Department's government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the City or Federal Department. Where plans are shared with the City or the Federal Department and the City or Federal Department does object to any of the services and/or activities, the Service Provider will either eliminate the services and/or activities objected to, or to make changes sufficient to address the City's or Federal Department's concerns. Where the Service Provider either refuses to eliminate the services and/or activities in question or to make the changes requested by the City or Federal Department, the Service Provider shall be considered in default of the Agreement.

### **Communications Protocol:**

1. The Service Provider shall obtain the approval of the City before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the City's logo or otherwise make reference to the City.
  2. The Service Provider will advise the City at least 40 days in advance of any special event the Service Provider wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the City and the Service Provider. The Service provider shall invite the City and the Federal Department to attend. The Service Provider consents to having the City or its designates, and the Federal Department or its designates, participate in such an event.
- The parties shall provide each other with a list of possible dates for announcements and events.
3. The Service Provider shall advise the City at least 15 days in advance of press releases that are not associated with public events.
  4. The Service Provider shall obtain the approval of the City for all press releases and other external communications and messaging pertaining to this Agreement. The City and the Federal Department are entitled to require the Service Provider make changes to same. The Service Provide shall email drafts of communications material to the Manager, Strategic Programs and Partnerships, City of London.
  5. The Service Provider shall ensure that all of its communications referring to Projects under this Agreement acknowledge the contributions made by the City and the Federal Department. The Service Provider shall ensure that all displays, exhibits, banners or other signage will acknowledge Government of Canada funding through the use of:
    - (i) the bilingual IRCC departmental signature
    - (ii) the Canada wordmark.

6. The Service Provider shall ensure that joint communications material and signage reflect Government of Canada communications policy, including the Official Languages Act, and federal identity graphics guidelines (FIP). For details, visit <http://Canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.htm>.

7. The Service Provider shall ensure that: permanent signage at the location of Projects under this Agreement prominently identify the Government of Canada's investment, including the IRCC departmental signature and the Canada wordmark; all signage/plaques are located in such a way as to be clearly visible to users, visitors and/or passersby. The approved wording is: "Funded by the Government of Canada through Immigration, Refugees and Citizenship Canada."

**Data and System Security:**

1 The Service Provider shall maintain at all times, virus detection and security features to prevent unauthorized use, acceptable to the City.

2 The Service Provider will have security features in place at all times, to prevent unauthorized access and to safeguard information.

3 The Service Provider will take every reasonable precaution regarding the protection of personal information including ensuring that

(i) computer passwords are protected;

(ii) computer passwords are not shared;

(iii) personal information will not be left unattended on computer screens; and

(iv) personal information will only be viewed the LMLIP Project Staff and WI's Executive Director on a need to know basis.

4 The Service Provider shall ensure the following system security requirements are used 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.

**Requirements in Support of the Francophone Integration Pathway:**

1. The Service Provider shall organize activities, projects and programs to forge ties between Canada's two official language communities.

2. The Service Provider shall annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the City of London.

3. The Service Provider shall identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.

**Performance Monitoring and Outcome Reporting:**

1. Further to section 6.0 of the Agreement, the Department may request that the Service Provider carry out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the City to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Service Provider-run surveys to measure project-level outcomes of clients in priority areas determined by the City.

**Narrative Reporting:**

Narrative reports shall be submitted by the Service Provider for each Fiscal Year of the Agreement, as follows:

1. April to June (due July 15)
2. July to October (due November 15)
3. November to March (April 15)

Narrative reports are to be submitted to the City within 30 calendar days of the end of the reporting period.

**Annual Achievement Report:**

Following the completion of each fiscal year, the Service Provider shall submit an Annual Achievement report identifying the achievements of the Project against the Project objectives, planned activities and expected results in Schedule 1. This report is to be submitted to the City within 30 days of the end of each fiscal year.

**Final Progress Report:**

Following completion of the Project, the Service Provider shall submit a Final Progress Report detailing the actual achievements of the Project against the Project objectives, planned activities, and expected results identified in Schedule 1. This report is to be submitted to the City within 30 days of the end of the Contract Period.

**No Sub-Agreements:**

The Service Provider shall not enter into a sub-agreement to carry out all or part of the Project under this Agreement.

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 31, 2020</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>CANADA-ONTARIO HOUSING BENEFIT (COHB) APPROVAL OF ONTARIO TRANSFER PAYMENT AGREEMENT</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home:

- 1) The attached proposed by-law (Appendix “A”) BE INTRODUCED at the Municipal Council meeting to be held on April 7, 2020 to:
- 2) Authorize and approve an Agreement between The Corporation of the City of London and Her Majesty the Queen in right of Ontario as represented by The Minister of Municipal Affairs and Housing and the Minister of Finance substantially in the form attached as (Schedule “1” to the by-law) and satisfactory to the City Solicitor, for the purpose of approving the Ontario Transfer Payment Agreement for the Canada-Ontario Housing Benefit;
- 3) Authorize the Mayor and the City Clerk to execute the Agreement authorized and approved in part a), above;
- 4) Authorize the Managing Director, Housing, Social Services and Dearness Home, or delegate, to execute any other document and report in furtherance of this Agreement, as required; and
- 5) Authorize the Managing Director, Housing, Social Services and Dearness Home, or delegate, the authority to reallocate funding from one Canada-Ontario Housing Benefit Program priority household group to another priority group as necessary.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- Community and Protective Services Committee – December 3, 2019 – Municipal Council Approval of the Housing Stability Plan 2019 – 2024, As Required Under the Housing Services Act, 2011
- Community and Protective Services Committee – June 17, 2019 – Canada-Ontario Community Housing Initiative and Ontario Priorities Housing Initiative Approval of Ontario Transfer Payment Agreement.
- Community and Protective Services Committee – June 18, 2018 – Portable Housing Benefit Special Priority Policy (PHB-SPP) Program.

<b>BACKGROUND</b>
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**Link to Corporate Strategic Plan**

Administering the Canada-Ontario Housing Benefit (COHB) links to the Corporate Strategic Plan’s key area of focus of Strengthening our Community, specifically:

- Increase Affordable and Quality Housing Options; and,
- Reduce the Number of Individuals and Families Experiencing Chronic Homelessness or At Risk of Becoming Homeless.

## Intent of this Report

1. Provide background on Canada-Ontario Housing Benefit (COHB);
2. Request approval of the Transfer Payment Agreement between the City and the Ministry of Municipal Affairs and Housing and Ministry of Finance to administer funding for the COHB program agreement;
3. Approval of the identified program priority household groups; and,
4. Request approval for the Managing Director, Housing, Social Services and Deerness or delegate to execute further documents and reports as required with the COHB program agreement.

## Background

In November 2017, the federal government released the National Housing Strategy, a 10 year \$40 billion national plan to increase access to housing and reduce housing need. The multi-year strategy includes three (3) provincially administered initiatives: the Ontario Priorities Housing Initiative (OPHI), the Canada-Ontario Community Housing Initiative (COCHI) and the Canada-Ontario Housing Benefit.

Staff previously reported on the allocation of funding under the OPHI and COCHI initiatives at June 17, 2019 Community & Protective Services Committee.

The COHB program is the third and final initiative under the Bilateral Agreement of the National Housing Strategy that requires Council approval in order for the City of London to receive and utilize the available program funding. The province announced the first two-years of the CHOB program which allocations up to \$2,265,317 (2020-21 \$980,531 and 2021-22 \$1,284,786) for the London and County of Middlesex area between April 2020 and March 2022 for portable housing benefits to increase housing affordability for low income households.

The report identifies the provincially intended priority groups as well as the recommended local proposed priority household groups that will be eligible to apply for and access the COHB during the first two-years of the program.

## Financial Implications

The COHB funding allocation of \$2,265,317 to the London Service Manager (City of London and County of Middlesex) identified in this report allocates up to \$980,531 in Year 1 (2020-21) funding to assist new households and an additional \$304,255 of incremental funding for Year 2 (2021-22) for a total of \$1,284,786. For additional clarity, Year 2 funding includes \$980,531 available to continue to assist existing Year 1 households in the program.

COHB program funding must be used in the year allocated and fully disbursed to the recipient in the program year in which the funding was committed.

## Role of the City as Service Manager

The role of the City of London as Service Manager is to select households to apply for the program, assist households to complete the application, and submit the applications to the province for approval. The Service Manager may issue first and last month's rent to households, where required, and will be reimbursed by the province for this funding through the quarterly reporting requirement. First and last month's rent is funded from the City of London's annual COHB funding allocation.

In addition, the Service Manager will receive administration payments of \$250 per approved application up to five (5) per cent of the annual funding allocation (2020-21 \$49,027 and 2021-22 \$64,239).

COHB is directly administered by the province and with the Ministry of Finance directly issuing monthly payments to households. The City is responsible for program management including identifying potential households and not for the entire direct service delivery to households and receives administration payments to off-set associated administration costs.

## COHB Program Parameters

On December 19, 2020, the province released the parameters for Phase 1 of the COHB with the release of the program guidelines in February 2020. The COHB is a jointly funded, provincially delivered federal-provincial housing benefit program launching on April 2020. The COHB is a portable benefit, tied to the household, not a physical housing unit. Households will have the ability



to move anywhere within Ontario, while maintaining their COHB. The purpose of the program is to increase the affordability of rental housing by providing an income-tested portable benefit directly to eligible households in housing need that are on or eligible to be on the social housing waiting list.

The COHB program is targeted to low-income renter households and will provide direct affordability support to households in housing need. The COHB program is primarily intended to support the following vulnerable populations (in no particular order):

- Survivors of domestic violence and human trafficking;
- Persons experiencing or at-risk of homelessness;
- Indigenous persons;
- Seniors; and
- People with disabilities.

The second priority is to support households in housing need living in community housing within a market unit.

The third priority, where no community housing options exists, is for vulnerable households in the private sector.

The Service Manager is responsible for identifying potential households within the intended priority groups to apply for and access COHB.

### **Household Eligibility Criteria for New Applicants**

Household members must meet the following criteria to be eligible to apply for COHB:

- Reside permanently in Ontario
- A Canadian Citizen
- Either:
  - A landed immigrant (permanent resident);
  - An applicant for permanent residence; or
  - A refugee or refugee claimant with no enforceable deportation, departure or exclusion order
- Be on a social housing waitlist; or eligible to be on such a waiting list, or living in community housing;
- Not be in receipt of, or part of a household in receipt of, rent geared to income assistance, more than on COHB, or any other government-funded housing benefit, with the exception of social assistance shelter payments;
- Consent to being removed from the social housing waitlist of the Service Manager where the application was completed and approved; and
- Not reside in home suitable for year-round occupancy owned by a member of the household within 90 days of being determined eligible.

### **Overview of the Monthly Household Benefit**

The monthly housing benefit is calculated using a provincial formula that takes into account both the average market rent for the London-Middlesex area and the household income from income tax assessments. It is reviewed annually and will vary by household. The amount of a COHB payment is based on the difference between 80 per cent of the average market rent for an appropriately sized rental unit for the household and 30 per cent of the annual household income.

Under Ontario Works and the Ontario Disability Support Program, recipients receive a shelter allowance as a portion of their monthly entitlement up to a maximum amount based on actual shelter costs and household size. Social assistance recipients will have a separate maximum benefit calculation up to the difference between actual shelter costs and the actual shelter allowance payable to avoid a reduction in social assistance entitlement as a result of receiving the COHB.

The intended benefits for households in receipt of the COHB, include:

- Provides certain program priority groups on the social housing wait list an option to receive a monthly housing benefit in their housing of choice instead of a rent-geared-to-income unit, which gives more flexibility to live closer to work, school and established support;
- Provides the opportunity to be housed more quickly;
- Helps applicants remain where they are currently living where the only barrier to remaining where they are is housing affordability; and,

- The COHB monthly benefit calculation is simple and is reassessed each year using income tax information. The application and renewal processes are not overly administrative burdensome for households.

### **Proposed Canada-Ontario Housing Benefit Priority Group Recommendation**

In alignment with the City of London's Strategic Plan 2019 2023: Strengthening our Community - Increase Affordable and Quality Housing Options and Reducing the Number of Individuals and Families experiencing chronic homelessness or at risk of becoming homeless and Creating a Safe London for Women and Girls; the Housing Stability Action Plan - Responding to the Homelessness Crisis and Provide Housing Support and What We Heard through the Housing Stability Action Plan community consultation and the Core Area Action Plan, staff recommend that the COHB funding be allocated toward the following program priority groups in Year 1 and 2 of the program:

- Survivors of domestic violence and human trafficking; and
- Persons experiencing or at-risk of homelessness.

#### Survivors of Domestic Violence and Human Trafficking

The existing Portable Housing Benefit for Survivors of Domestic Violence and Human Trafficking (PHB-SPP) will terminate/expire on March 31, 2020. This benefit has been well utilized by Special Provincial Priority households over the two (2) years of the expiring program, with fifty-one (51) households currently in receipt of this housing benefit. The Ministry of Municipal Affairs and Housing will continue to support these current households directly when program transitions into the new COHB. Given the success of the PHB-SPP program in our community in moving vulnerable individuals and those at-risk households quickly to safe and appropriate housing, it is recommended that this priority group continue for new SPP households for Year 1 and 2 of the COHB program.

#### Persons Experiencing or At-Risk of Homelessness

Under the 'persons experiencing or at-risk of homelessness priority group', staff recommends utilizing the existing Homeless Prevention Coordinate Access System to target all the intended priority groups with a priority focus supporting our indigenous community. Currently, the Homeless Prevention Coordinated Access System consists of approximately 663 individuals with various housing needs:

- Persons experiencing or at-risk of homelessness 300
- Indigenous persons 103
- Seniors 123
- People with disabilities 134

As the Service Manager for the City of London and County of Middlesex area, Civic Administration will also consult with Middlesex to leverage existing County opportunities for supporting housing stability for Survivors of Domestic Violence and Human Trafficking and Persons Experiencing or At-Risk of Homelessness within the County.

### **Local Approach**

The local approach of the COHB delivery and priority was developed through a collaborative approach across internal housing related service areas leads in an effort to respond within the April program implementation date with an initial approach and ensure full utilization of the program opportunities.

Given that the potential demand within these priority groups greatly exceed funding available, staff's recommended approach provides an opportunity to respond to the homelessness crisis in a meaningful and tangible way, ensures funding can be fully committed, expended, and meet the reporting requirements and timelines as outlined within the program guidelines.

Staff will continue to monitor the approved household applications of the COHB funds to ensure all funding is fully utilized.

### **Stakeholder Consultation**

In addition to the recent extensive community consultations completed by the City's Housing Stability Action Plan as part of the Housing and Homelessness 10 Year Plan Update Review, staff also engaged the Homeless Coalition Steering Committee and the London Housing Advisory Committee to reaffirm the City's approach and priority groups being proposed.

**Risk Management**

Although Risk Management has identified the indemnity provisions within the Ministry of Municipal Affairs and 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, eligibility criteria, and obligations for all activities that are supported by this program.

<b>FINANCIAL IMPACT</b>
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Funding for COHB is funded 100% by the Province and is not subject to any cost sharing requirements by the City.

New funding under COHB is required to be used for the year intended (ie. 'use it or lose it').

London will use 5% of the confirmed maximum administration to off-set the cost of program delivery and related resource allocations.

<b>SUBMITTED BY:</b>	<b>SUBMITTED BY:</b>
<b>DAVE PURDY MANAGER, HOUSING SERVICES</b>	<b>CRAIG COOPER MANAGER, HOMELESS PREVENTION</b>
<b>RECOMMENDED BY:</b>	
<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	

- C: David Munteer, Solicitor II
- Bryan Baar, Senior Financial Business Administrator
- Jason Wills, Manager III, Risk Management
- Doug Calderwood-Smith, Manager, Strategic Programs and Partnerships

## APPENDIX A

Bill No.  
2020

By-law No.

A by-law to approve the Transfer Payment Agreement for the Canada-Ontario Housing Benefit (COHB) with the Ministry of Municipal Affairs and Housing and the Minister of Finance; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Managing Director, Housing, Social Services and Dearness Home or designate, to execute any other document and report in furtherance of this agreement; and to authorize the Managing Director, Housing, Social Services and Dearness Home or designate to reallocate funding from one Canada-Ontario Housing Benefit Program priority household group to another priority group as necessary.

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 substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing, the Ministry of Finance and The Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.
3. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to execute any other document and report in furtherance of this Agreement.
4. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to re-allocate funding from one Canada-Ontario Housing Benefit Program priority household group to another priority group as necessary.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2020

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -

**ONTARIO TRANSFER PAYMENT AGREEMENT**

Canada-Ontario Housing Benefit (COHB) Program

**THE AGREEMENT**, effective as of April 1, 2020 (the “**Effective Date**”),

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of Municipal Affairs and Housing (“MMAH”) and the Minister of  
Finance (“MOF”)  
(collectively “Ontario”)**

**- and -**

**Corporation of the City of London**

(the “**Service Manager**”)

**BACKGROUND**

Canada Mortgage and Housing Corporation (the “CMHC”) and Her Majesty the Queen in right of Ontario as represented by the Minister of Housing (the “MHO”) entered into the CMHC – Ontario Bilateral Agreement under the 2017 National Housing Strategy effective April 1, 2018 (the “2017 NHS Bilateral Agreement”).

The Minister of Municipal Affairs and Housing is the successor to the Minister of Housing pursuant to Order in Council O.C. 1157/2018 dated October 22, 2018 and is responsible for the 2017 NHS Bilateral Agreement and other housing related agreements.

In August 2019, CMHC and MMAH signed an Addendum attaching Schedule B.1: Initiative 3 – Canada-Ontario Housing Benefit (the “COHB”), a portable housing benefit, to the 2017 NHS Bilateral Agreement to implement the COHB Program starting April 1, 2020.

The Service Manager assisted in the delivery and administration of Ontario’s Portable Housing Benefit – Special Priority Policy (PHB-SPP) program which was funded by MHO and launched in April 2018.

The PHB-SPP program is succeeded by the COHB Program. The Service Manager has agreed to participate in the delivery and administration of the COHB Program.

MMAH has agreed to provide CMHC and provincial funding to the Service Manager for the delivery and administration of the COHB Program.

MMAH and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager's obligations with respect to the delivery and administration the COHB Program and MMAH's responsibility to provide funding to the Service Manager for the delivery and administration of the COHB 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, Ontario and the Service Manager (the "**Parties**") agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 This agreement (the "**Agreement**"), including:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Program Specific Information and Additional Provisions
Schedule "C" -	Program Description and Timelines
Schedule "D" -	Program Guidelines
Schedule "E" -	Reporting
Schedule "F" -	Payment Plan
Schedule "G" -	Personal Information Sharing Provisions
Schedule "H" -	Communications Protocol Requirements

any amending agreement entered into as provided for below, 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 **Conflict or Inconsistency.** 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 Subject to the remainder of this section, the Agreement may only be amended by a written agreement duly executed by MMAH and the Service Manager. MMAH may amend the Program Guidelines from time to time by Notice to the Service Manager. If an amendment is to be made to Schedule “G” or is one that would affect MOF’s role or responsibilities under this Agreement, the amendment may only be made by a written amendment of MMAH, MOF and the Service Manager, signed by persons occupying the positions of the signatories to the Agreement.

### **5.0 ACKNOWLEDGEMENT**

- 5.1 The Service Manager:
  - (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
  - (b) agrees to be bound by the terms and conditions contained in the entire Agreement.
- 5.2 The Parties acknowledge that MMAH and MOF have executed a Memorandum of Understanding under which MOF has agreed to provide services to assist MMAH with the administration of the Program.
- 5.3 The Parties further acknowledge that it is not the responsibility of MOF to respond to Program enquiries and complaints from, including but not limited to, individuals, MPPs, municipal councillors, Office of the Ombudsman, the Human Rights Commission, and in respect of any of any action, suit, prosecution or other legal proceedings related to the Program. In the case where the inquiry or complaint is

received by MOF, it will be forwarded by MOF to the respective signatories for MMAH and the SM as set out below.

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

<b>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing</b>	
Name:	Joshua Paul
Title:	Assistant Deputy Minister, Housing Division
Date:	

<b>Corporation of the City of London</b>	
Name:	Ed Holder
Title:	Mayor
Date:	
	Authorized Signing Officer
Name:	Catharine Saunders
Title:	City Clerk
Date:	
	Authorized Signing Officer

The Ministry of Finance agrees to and is bound by only the terms and conditions under Schedule “G” – Personal Information Sharing Provisions.

<b>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Finance</b>	
Name:	Juanita Dobson
Title:	Assistant Deputy Minister, Tax Compliance and Benefits Division
Date:	



**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

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**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.

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

**“Additional Provisions”** means the terms and conditions referred to in section 8.1 and as specified in Schedule “C”.

**“Agreement”** means this agreement entered into by MMAH, MOF and the Service Manager, all of the Schedules listed in section 1.1 of the main body of the Agreement, and any amendments made in accordance with the terms set out herein.

**“Benefit Period”** means each period for which MOF, on initial intake or annual reassessment, approves a participating Eligible Household to receive a Monthly Benefit.

**“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 MMAH has elected to be closed for business.

**“Community Housing”** (also see Social Housing below) – means community-based housing that is owned and operated by non-profit housing corporations and housing co-operatives or housing owned directly or indirectly by provincial or municipal governments or district social services administration boards and includes Social Housing.

**“Eligible Household”** means,

- (i) a household that:

- (i) is participating in the PHB-SPP program as of March 31, 2020; and
  - (ii) complies with the requirements in the Program Guidelines including completing the annual renewal form and providing all necessary information for the calculation of the Monthly Benefit; or
- (ii) a household that:
- (i) resides permanently in Ontario and each member of the household meets one of the following requirements:
    - a. is a Canadian citizen,
    - b. is a permanent resident,
    - c. has made an application for status as a permanent resident under the *Immigration and Refugee Protection Act (Canada)*, or
    - d. has made a claim for refugee protection under the *Immigration and Refugee Protection Act (Canada)* and no removal order has become enforceable under that Act against the member;
  - (ii) is in Housing Need and on a social housing waiting list or is eligible to be on such a waiting list or is living in Community Housing;
  - (iii) is not in receipt of, or part of the household is not in receipt of rent-gear-to-income assistance, more than one Monthly Benefit under the Program or any other government funded housing benefit after the household begins to receive the Monthly Benefit under the Program except for social assistance shelter payments;
  - (iv) has agreed to being removed from the social housing waiting list of the service manager where the application was completed if it is approved and begins to receive a Monthly Benefit;
  - (v) has applied for a Monthly Benefit under the Program and provided all necessary information for the calculation of the benefit; and
  - (vi) meets such other criteria as set out in the Program Guidelines.

**“Event of Default”** has the meaning ascribed to it in section 14.1.

**“Expiration Date”** means the date on which this Agreement will expire and is the date set out in Schedule “B”.

**“FIPPA”** means the Freedom of Information and Protection of Privacy Act.

**“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 Fiscal Years subsequent to the first Fiscal Year, the period commencing on April 1 following the end of the previous Fiscal Year and ending on the following March 31.

**“Funds”** means the money MMAH provides to the Service Manager pursuant to the Agreement.

**“Housing Need”** means a household whose housing falls below at least one of the standards of affordability, suitability and adequacy, and the household would have to spend at least 30 per cent or more of its before-tax income to access acceptable local housing.

**“HSA”** means the Housing Services Act, 2011.

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

**“Maximum Funds”** means the maximum amount MMAH will provide the Service Manager under the Agreement as set out in Schedule “B”.

**“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act.

**“Monthly Benefit”** means the monthly benefit calculated and paid to Program participants in accordance with the Program Guidelines.

**“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, and includes any such period or periods of time by which MMAH considers it reasonable to extend that time.

**“Party”** means either MMAH or the Service Manager.

**“PHB-SPP program”** means Ontario’s Portable Housing Benefit – Special Priority Policy program that was launched on April 1, 2018.

**“Program”** means the Canada-Ontario Housing Benefit Program described in Schedule “C” and the Program Guidelines.

**“Program Guidelines”** means the guidelines for the Program attached as Schedule “D” as amended by MMAH from time to time.

**“Reports”** means the reports described in Schedule “E”.

“**Social Housing**” means those housing projects that are, as of March 31, 2020, administered within a “transferred housing program” as prescribed in Schedule 1 to O. Reg. 367/11 under the *Housing Services Act, 2011*.

## **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 MMAH 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 6.0; 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 MMAH with proof of the matters referred to in this Article 2.0.

### 3.0 **TERM OF THE AGREEMENT, PRIOR 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 12.0, Article 13.0 or Article 14.0.

3.2 **Prior Agreements.** This Agreement replaces the Portable Housing Benefit – Special Priority Policy program agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Housing, the Minister of Finance and the Service Manager dated April 1, 2018 as of the Effective Date.

### 4.0 **FUNDS AND CARRYING OUT THE PROGRAM**

4.1 **Annual Planning Allocation.** MMAH will provide the Service Manager with an annual planning allocation for the Program as set out in the Program Guidelines. MMAH may reallocate the planning allocation as set out in the Program Guidelines.

4.1.1 **Limitations.** The annual planning allocation is subject to receiving the necessary appropriation from the Ontario Legislature and the Federal Parliament pursuant to the *Financial Administration Act (Ontario)* and the *Financial Administration Act (Canada)*, respectively.

4.1.2 **Funds Provided.** MMAH will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of assisting with the delivery and administration of the Program;
- (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with the Payment Plan set out in Schedule “F”; 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.

4.1.3 **Adjustment.** Despite section 4.1.2, in order to more accurately reflect the Service Manager's need for Funds, MMAH may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the information provided by MOF to MMAH in accordance with Schedule "F".

4.2 **Limitation on Payment of Funds.** Despite section 4.1.2:

- (a) MMAH is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as MMAH may request pursuant to section 11.2;
- (b) MMAH is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) MMAH may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon MMAH's assessment of the information provided by the Service Manager pursuant to section 6.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), MMAH does not receive the necessary appropriation from the Ontario Legislature or if, pursuant to the *Financial Administration Act* (Canada), CMHC does not receive the necessary appropriation from the Federal Parliament for payment under the Agreement, MMAH is not obligated to make any such payment, and, as a consequence, MMAH 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 13.1.

4.3 **Use of Funds.** The Service Manager will:

- (a) administer and deliver the Program in accordance with the terms and conditions of this Agreement, including Schedule "C", Schedule "G" and the Program Guidelines;
- (b) use the Funds only for the purpose of administering and delivering the Program;
- (c) spend the Funds only in accordance with Schedule "C";
- (d) spend Funds provided for administration costs only on the costs of administering the Program;
- (e) use the Funds provided for first and last months' rent only to reimburse the Service Manager for funds paid to Eligible Households that:
  - (i) are approved by MOF for a Monthly Benefit;

- (ii) are approved by the Service Manager for a contribution towards first and last months' rent based on demonstrated need; and
- (f) 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.

4.4. **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedule "C" and the Program Guidelines without the prior written consent of MMAH.

4.5 **Interest Bearing Account.** If MMAH 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.

4.6 **Interest.** If the Service Manager earns any interest on the Funds, MMAH 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.

4.7 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.8 **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.

4.9 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from MMAH for the Program and is not providing goods or services to MMAH.

4.10 **Program Over Budget.** The Service Manager acknowledges that should the Service Manager's Program expenses exceed the amount of the Funds, MMAH is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out its responsibilities under the Program.

## 5.0 CONFLICT OF INTEREST

5.1 **No Conflict of Interest.** The Service Manager will administer and deliver the Program and use the Funds without an actual, potential or perceived conflict of interest.

5.2 **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.

**5.3 Disclosure to MMAH.** The Service Manager will:

- (a) disclose to MMAH, 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 MMAH may prescribe as a result of the disclosure.

**6.0 REPORTING, ACCOUNTING AND REVIEW**

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

- (a) submit to MMAH at the address referred to in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by MMAH from time to time;
- (b) submit to MMAH at the address referred to in section 18.1, any other reports as may be requested by MMAH in accordance with the timelines and content requirements specified by MMAH;
- (c) ensure that all Reports and other reports are completed to the satisfaction of MMAH; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

**6.2 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.

**6.3 Inspection.** MMAH, its authorized representatives or an independent auditor identified by MMAH may, at its own expense, upon twenty-four 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, MMAH, its authorized



representatives or an independent auditor identified by MMAH may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 6.2;
- (b) remove any copies made pursuant to section 6.3(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.
- (d) MMAH may conduct an annual audit in respect of the information addressed in this section 6.3.

6.4 **Disclosure.** To assist in respect of the rights set out in section 6.3, the Service Manager will disclose any information requested by MMAH, its authorized representatives or an independent auditor identified by MMAH, and will do so in the form requested by MMAH, its authorized representatives or an independent auditor identified by MMAH, as the case may be.

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

6.6 **Auditor General.** For greater certainty, MMAH'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).

## 7.0 COMMUNICATIONS REQUIREMENTS

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

7.2 **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 MMAH or CMHC.

7.3 **2017 NHS Bilateral Agreement.** The Service Manager acknowledges that the terms of the 2017 NHS Bilateral Agreement require the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to communication activity related to the COHB program and Eligible Households and the public. Communication activities include mailing inserts, advertising, written materials and signs, messages, public statements, press conferences, news releases, announcements and special events. The Service Manager shall ensure that there will be no such communication activity without the prior written consent of MMAH. A copy of the requirements of the 2017

NHS Bilateral Agreement is attached as Schedule “H”. The Service Manager agrees that it shall not do or omit to do any act which will cause MMAH to be in breach of these requirements.

- 7.4 **Acknowledge Support.** In addition to the requirements under section 7.3, the Service Manager shall notify Applicants approved to receive first and last month’s rent assistance under the Program of the CMHC and provincial contribution in accordance with subparagraph 2.4 of Schedule “H”.

## 8.0 FURTHER CONDITIONS

- 8.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.

- 8.2 **Open Data.** The Service Manager agrees that MMAH 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, MMAH and the Service Manager agree that such permission does not apply to the personal information of individuals in Eligible Households.

- 8.3 **Announcements.** The Service Manager shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of Municipal Affairs and Housing at one or more Program events, until permitted by MMAH.

## 9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

- 9.2 **MFIPPA.** MMAH and MOF acknowledge that the Service Manager is bound by MFIPPA and that any information provided to the Service Manager in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 10.0 INDEMNITY

- 10.1 **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 MMAH.

## **11.0 INSURANCE**

**11.1 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 30 day written notice of cancellation.

**11.2 Proof of Insurance.** The Service Manager will provide MMAH with certificates of insurance, or other proof as may be requested by MMAH, that confirms the insurance coverage as provided for in section 11.1. Upon the request of MMAH, the Service Manager will make available to MMAH a copy of each insurance policy.

## **12.0 TERMINATION ON NOTICE**

**12.1 Termination on Notice.** MMAH may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Service Manager.

**12.2 Consequences of Termination on Notice by MMAH.** If MMAH terminates the Agreement pursuant to section 12.1, MMAH 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 12.2(b); and
- (ii) subject to section 4.8, provide Funds to the Service Manager to cover such costs.

### **13.0 TERMINATION WHERE NO APPROPRIATION**

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

**13.2 Consequences of Termination Where No Appropriation.** If MMAH terminates the Agreement pursuant to section 13.1, MMAH 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 13.2(b).

**13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, MMAH will not provide additional Funds to the Service Manager.

### **14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

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

- (a) administer and deliver the Program in accordance with this Agreement;
- (b) comply with its obligations set out in Schedule "C";
- (c) use or spend Funds only as authorized herein; or

- (d) provide, in accordance with section 6.1, Reports or such other reports as may have been requested pursuant to section 6.1(b).

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

- (a) initiate any action MMAH 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 MMAH 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 MMAH provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to MMAH upon giving Notice to the Service Manager.

**14.3 Opportunity to Remedy.** If, in accordance with section 14.2(b), MMAH provides the Service Manager with an opportunity to remedy the Event of Default, MMAH will provide Notice to the Service Manager of:

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

**14.4 Service Manager not Remediating.** If MMAH has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to MMAH 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 MMAH,

MMAH may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

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

## 15.0 FUNDS AT THE END OF A FISCAL YEAR

15.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of MMAH under Article 14.0, if the Service Manager has not spent all of the Funds provided to it for the Fiscal Year, MMAH 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.

## 16.0 FUNDS UPON EXPIRY

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

## 17.0 DEBT DUE AND PAYMENT

17.1 **Payment of Overpayment.** If at any time during the term of the Agreement, MMAH provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, MMAH 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 MMAH.

17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) MMAH 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 MMAH, whether or not their return or repayment has been demanded by MMAH,

such Funds or other amount will be deemed to be a debt due and owing to MMAH by the Service Manager, and the Service Manager will pay or return the amount to MMAH immediately, unless MMAH directs otherwise.

- 17.3 **Interest Rate.** MMAH may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by MMAH of Ontario on accounts receivable.
- 17.4 **Payment of Money to MMAH.** The Service Manager will pay any money owing to MMAH by cheque payable to the “Ontario Minister of Finance” and delivered to MMAH at the address referred to in section 18.1.
- 17.5 **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.

## 18.0 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail or personal delivery, and will be addressed to MMAH and the Service Manager respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.
- 18.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
  - (b) in the case of email or personal delivery, one Business Day after the Notice is delivered.
- 18.3 **Postal Disruption.** Despite section 18.2(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 or personal delivery.
- 18.4 **Notice by MMAH.** The Service Manager will comply with all Notices given by MMAH.
- ## 19.0 CONSENT BY MMAH AND COMPLIANCE BY SERVICE MANAGER
- 19.1 **Consent.** When MMAH provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

## **20.0 SEVERABILITY OF PROVISIONS**

20.1 **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.

## **21.0 WAIVER**

21.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provision set out in Article 18.0, ask the other Party to waive an obligation under the Agreement.

21.2 **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.

## **22.0 INDEPENDENT PARTIES**

22.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of MMAH, 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.

## **23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 **No Assignment.** The Service Manager will not, without the prior written consent of MMAH, assign any of its rights, or obligations under the Agreement.

23.2 **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.

## **24.0 GOVERNING LAW**

24.1 **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.

## **25.0 FURTHER ASSURANCES**

25.1 **Agreement into Effect.** The Service Manager will provide such further assurances as MMAH 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.



## **26.0 RIGHTS AND REMEDIES CUMULATIVE**

**26.1 Rights and Remedies Cumulative.** The rights and remedies of MMAH 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.

## **27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**27.1 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,

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

## **28.0 SURVIVAL**

**28.1 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 5 of the main body of the Agreement; Article 1.0 and any other applicable definitions, section 4.2(d), sections 4.3, 4.6, 4.7 and 4.10, Article 5, section 6.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of MMAH), sections 6.2, 6.3, 6.4, 6.5, 6.6, Article 7.0, Article 8.0, Article 10, Article 11.0, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2 (a), (d), (e), (f), (g) and (h), Article 16.0, Article 17.0, Article 18.0, Article 20.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0 and Article 29.0 of Schedule “A”; the use of Funds provisions of Schedule “C” and Articles 4 and 6 of Schedule “G”.

## **29.0 PERSONAL INFORMATION AND PARTICIPATION BY MINORS**

- 29.1 **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.
- 29.2 **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

<b>Maximum Funds</b>	<p>For the 2020-21 Fiscal Year of the Program, the lesser of the amount MMAH determines to be payable in accordance with Schedule "F" for the Fiscal Year and the Service Manager's annual planning allocation for that year (see section 4.1, Annual Planning Allocation).</p> <p>For subsequent Fiscal Years of the Program, the lesser of the amount MMAH determines to be payable in accordance with Schedule "F" for the Fiscal Year and the Service Manager's annual planning allocation for that year (see section 4.1, Annual Planning Allocation).</p>
<b>Expiration Date</b>	Subject to the termination rights in the Agreement, the date indicated in a Notice provided by the MMAH to the Service Manager as being the Expiry Date.
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to MMAH</b>	<p>Name: Director, Housing Programs Branch</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M7A 2J3</p> <p>Attention: Jim Adams</p> <p>Email: jim.adams@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Service Manager</b>	<p>Name: Managing Director, Housing, Homeless Prevention, Social Services and Dearness Home</p> <p>Address: 355 Wellington Street, 2<sup>nd</sup> floor London ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Fax: 519-661-0852</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: 519-661-2489 ext. 5337</p>

<p><b>Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from MMAH related to the Agreement</b></p>	<p>Name: Dave Purdy</p> <p>Address: 355 Wellington Street 2<sup>nd</sup> Floor London ON N6A 3N7</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>
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Additional Provisions relating to the Program are set out in Schedule "C".

## SCHEDULE “C”

### PROGRAM DESCRIPTION AND TIMELINES

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#### C.1 BACKGROUND

The Canada-Ontario Housing Benefit (COHB) is a federal-provincial housing allowance program launching on April 1, 2020. The program is jointly funded through the 2017 NHS Bilateral Agreement and is provincially delivered. The purpose of the program is to increase the affordability of rental housing by providing an income-tested, portable housing benefit (PHB) directly to eligible households in Housing Need that are on, or are eligible to be on, social housing waiting lists or living in Community Housing.

A PHB is a monthly subsidy provided to a low-income household to assist with housing costs. Unlike other forms of housing assistance such as rent-geared-to-income assistance, the PHB is tied to the household and not to a physical housing unit, allowing the benefit to move with the household to any Service Manager area in Ontario. As a result, recipients have more flexibility to choose where they live to be closer to family, social support networks, schools and employment opportunities.

COHB will build on Ontario’s Portable Housing Benefit – Special Priority Policy (PHB-SPP) program to increase affordability of rental housing by providing housing assistance directly to identified priority households in need and will reflect the diversity of housing markets in communities across Ontario.

With the assistance of Service Managers, households will complete COHB applications which will be sent to the Ministry of Finance (MOF) to determine eligibility. Eligible applicants will receive a monthly PHB based on the difference between 80 per cent of the average market rent of their Service Manager area and 30 per cent of their adjusted family net income. PHB payments will be issued by MOF directly to households and subject to an annual renewal process. Households that have been found to be eligible may also receive first and last month’s rent assistance directly from Service Managers, where appropriate.

Households who are approved to receive benefits under this program must consent to be removed from the social housing waiting list of their local Service Manager.

Ontario will continue to provide assistance to survivors of domestic violence and human trafficking who are enrolled in the PHB-SPP program as of March 31, 2020. These households will continue to be eligible for their PHB payments until June 2020. When the COHB program becomes available, these households will transition to the new program through the renewal process commencing in May 2020 for the July 2020 to June 2021 benefit year.

## C.2 PROGRAM OBJECTIVE

The COHB program is targeted to low-income renter households and will provide direct affordability support to households in Housing Need in order to eliminate or significantly reduce Housing Need in accordance with the program targets and outcomes.

The program intent is to provide improved access to housing assistance to households in need through shorter wait times and more housing choice.

MMAH expects over 5,000 households will receive housing assistance in the first year of the program, and over 40,000 households will be assisted by fiscal 2027-28.

## C.3 SCOPE OF PROGRAM

### 1.0 DEFINITIONS

1.1 In this Schedule, capitalized terms have the meaning given to them in Schedule “A” and the following terms have the following meanings:

“**Adjusted Family Net Income**” has the meaning given to it under the Program Guidelines.

“**Applicant**” means a household that the Service Manager confirms as qualifying under the definition of “Eligible Household” as set out in Schedule “A” to this Agreement.

“**Application Form**” means an application form for the Program in the form provided to the Service Manger by MMAH.

“**Renewal Form**” means an application form to be completed by Program participants in each Benefit Period following the initial Benefit Period in order to continue to receive a Monthly Benefit.

“**ServiceOntario**” means the part of the Ministry of Government and Consumer Services that is designated under section 1 of O. Reg. 475/07 under the the Ministry of Government Services Act as a service provider organization. ServiceOntario is the ongoing point of contact for households in the Program for inquiries and to report changes.

### 2.0 RESPONSIBILITIES OF MMAH

2.1 MMAH shall be responsible for overall Program policy and shall carry out the Program as set out in the Program Guidelines and Schedule “G”.

2.2 MMAH shall be responsible for obtaining the services to be provided by MOF to assist with Program administration.

### **3.0 RESPONSIBILITIES OF THE SERVICE MANAGER**

3.1 During the term of the Agreement, the Service Manager will:

- (a) comply with, administer and deliver the Program in accordance with this Agreement, including the Program Guidelines;
  - (b) provide information about the Program to households, including Program requirements under the Program Guidelines, distribute initial Application Forms to Eligible Households who have been selected by the Service Manager for program participation and obtain an Applicant's consent to the disclosure of their personal information to the CRA, MMAH, and MOF;
  - (c) ensure that all Applicants comply with the criteria set out in the definition of "Eligible Household";
  - (d) Identify target groups for Applicants on the Application Form and assist Applicants with filling out their Application Forms for the initial Benefit Period;
  - (e) Send completed Application Forms to MOF for processing for the initial Benefit Period;
  - (f) ensure that all Eligible Households who are on their social housing waiting list consent to being removed from and are removed from the list if the household is approved for and begins to receive a Monthly Benefit;
  - (g) provide funding for first and last months' rent calculated in accordance with Schedule "F" to Eligible Households that:
    - (i) are approved by MOF for a Monthly Benefit;
    - (ii) are approved by the Service Manager for a contribution towards first and last months' rent based on demonstrated need; and
    - (iii) were not participants under the PHB-SPP program;
  - (h) for Applicants entering the Program who have not filed income tax return(s); whose most recent income tax return(s) do not reflect the household's current financial circumstances,
    - (i) calculate the household's Adjusted Family Net Income,
    - (ii) facilitate an income tax verification exemption for the Applicant, and
    - (iii) verify each household member's net income using the best available information,
- all as required under the Program Guidelines;

- (i) promptly communicate the results of any calculation and verification under clause (h) to MOF;
- (j) inform all participating Eligible Households that they must complete a Renewal Form prior to each annual review, file all required income tax returns each year by April 30, and qualify to continue to receive a Monthly Benefit each year in accordance with the Program Guidelines;
- (k) inform all participating Eligible Households of the ongoing eligibility criteria under the Program Guidelines;
- (l) inform all participating Eligible Households that they must provide ServiceOntario with notice of the following within 30 days of the date on which they occur:
  - (i) any permanent change in household composition;
  - (ii) any change of address;
  - (iii) if a member of household begins to receive or stops receiving assistance under the Ontario Works Act, 1997 or the Ontario Disability Support Program Act, 1997,
  - (iv) any acceptance of a rent-geared-to-income unit;
  - (v) any acceptance of another government funded housing benefit;
  - (vi) any failure to dispose of a home suitable for year-round occupancy (within or outside Ontario) in accordance with the Program Guidelines;
  - (vii) ceasing to be a renter household.
- (m) inform all participating Eligible Households that they must provide ServiceOntario with notice of any request for an in-year reassessment;
- (n) as directed by MMAH, assist MMAH and MOF with the development of Program materials, such as application forms, letters and communication materials;
- (o) complete and distribute T5007 tax forms (Statement of Benefits) to participants who received first and last month's rent assistance; and,
- (p) as directed by MMAH, provide support to MMAH and CMHC to assess the program's impact on recipients over the course of the program, as well as support research on the long-term impacts on recipients.

#### **4.0 USE OF FUNDS**

4.1 The Service Manager shall use the Funds solely as follows:

- (a) All Funds provided for first and last month's rent must be used to reimburse the Service Manager for funds paid to an Eligible Household that:

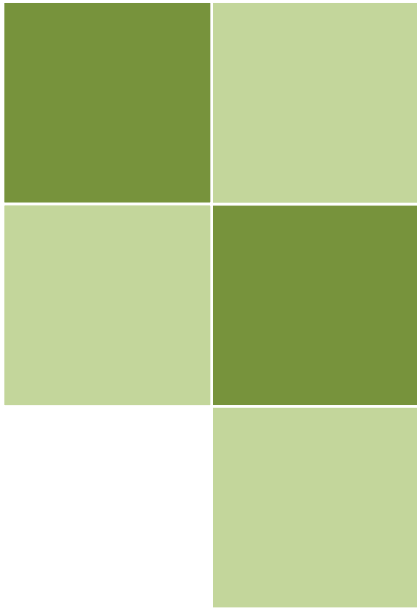


- (i) is approved by MOF for a Monthly Benefit;
  - (ii) is approved by the Service Manager for a contribution towards first and last months' rent based on demonstrated need; and
  - (iii) was not a participant under the PHB-SPP program;
- (b) All Funds provided for administration costs must be used to offset Program administration costs.

**SCHEDULE "D"**  
**PROGRAM GUIDELINES**  
**SEE ATTACHED**

# Canada-Ontario Housing Benefit (COHB)

## Program Guidelines



Ontario Ministry of Municipal Affairs & Housing  
April 2020



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## **ABOUT THESE GUIDELINES**

These guidelines form part of the COHB program Transfer Payment Agreements between the province and Service Managers. They provide a framework for the COHB program and are designed to assist Service Managers with their administration of the program in their local communities.

The Ministry of Municipal Affairs and Housing (MMAH) recognizes that changes to the COHB program design may be necessary in the future; as such, the guidelines may be updated as needed, and any updates will be communicated to Service Managers.

## **LIST OF ACRONYMS**

- AFNI – adjusted family net income
- AMR – average market rent
- CMHC – Canada Mortgage and Housing Corporation
- COHB – Canada-Ontario Housing Benefit
- CRA – Canada Revenue Agency
- MCCSS – Ministry of Children, Community and Social Services
- MMAH – Ministry of Municipal Affairs and Housing
- MOF – Ministry of Finance
- NOA – Notice of Assessment
- NHS – National Housing Strategy
- PHB – portable housing benefit
- PHB-SPP – Portable Housing Benefit - Special Priority Policy
- RGI – rent-geared-to-income
- SPP – Special Priority Policy

# 1. SUMMARY

The COHB is a federal-provincial housing allowance program launching on April 1, 2020. The program is jointly funded through the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy and is provincially delivered.

The purpose of the COHB program is to increase the affordability of rental housing by providing an income-tested, portable housing benefit (PHB) payment directly to eligible households in housing need that are on, or are eligible to be on, social housing waiting lists and to households in housing need living in community housing.

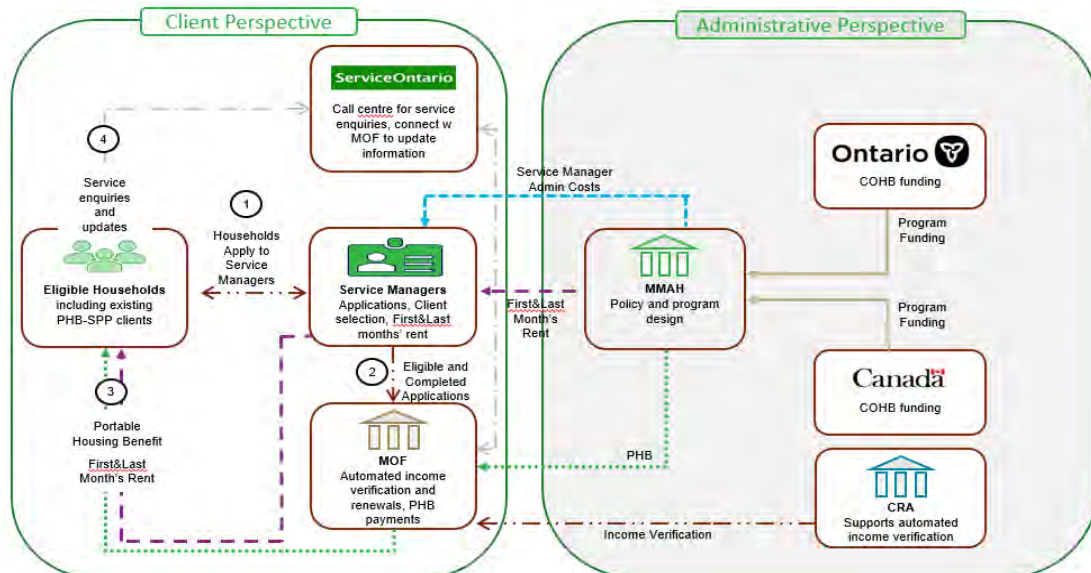
The COHB program is modelled on Ontario's Portable Housing Benefit – Special Priority Policy (PHB-SPP), which it replaces. PHB-SPP was targeted to survivors of domestic violence and human trafficking, while the COHB program expands the target groups to also include persons experiencing or at risk of homelessness, Indigenous persons, seniors, and people with disabilities, as well as households living in community housing.

Service Managers identify households who may be eligible and assist with the application submission, while the Ministry of Finance confirms eligibility and issues payments directly to households. The monthly payment amount is generally calculated using the household's net income as determined using relevant tax information. ServiceOntario is the ongoing point of contact for households in the program for inquiries and to report changes.

Service Managers are provided with annual planning allocation amounts for PHB payments to successful applicants, administration costs, and reimbursement of first and last month's rent payments to eligible households, for each fiscal year.

The province retains COHB funding each fiscal year for payments to households approved in previous fiscal years who continue to be eligible at annual renewals.

## Overview of the Canada-Ontario Housing Benefit:



## 2. INTRODUCTION

In November 2017, the federal government released the National Housing Strategy (NHS), a 10-year, \$40 billion plan. The NHS sets out a renewed federal-provincial partnership to work together to achieve targets and outcomes, increase access to housing, reduce housing need and achieve better housing solutions across the spectrum.

The NHS includes three provincially-administered initiatives that provide significant flexibility to support provincial housing priorities:

- Ontario Priorities Housing Initiative: funding to address housing supply, repairs, and rental construction, affordability support, tenant supports and affordable homeownership. Program launched in fiscal 2019-20;
- Canada-Ontario Community Housing Initiative: funding to preserve and expand community housing supply, protect housing affordability for tenants, and support repair and regeneration of community housing stock. Program launched in fiscal 2019-20; and
- COHB: funding to provide portable housing payments directly to tenants to improve housing affordability.

On April 30, 2018, as part of the NHS, the government of Ontario and the Canada Mortgage and Housing Corporation (CMHC) signed a Bilateral Agreement that outlines these provincially-administered NHS initiatives and their associated funding.

On December 19, 2019, the federal and provincial governments announced the signing of an Addendum to the Bilateral Agreement that includes the mutually agreed-upon program design parameters for the COHB program. The COHB program is a provincially delivered, joint \$1.46 billion federal-provincial housing allowance program. The program helps to increase the affordability of rental housing for eligible households in housing need that are on, or are eligible to be on, social housing waiting lists and to households in housing need living in community housing by providing a direct income-tested PHB.

The COHB program will build on Ontario's Portable Housing Benefit – Special Priority Policy (PHB-SPP) program by providing housing assistance directly to additional priority household groups in need, and will reflect the diversity of housing markets in communities across Ontario.

With the assistance of Service Managers, households will complete COHB applications which will be sent to the Ministry of Finance (MOF) to determine eligibility. Eligible applicants will receive a monthly PHB based on the difference between 80% of the Average Market Rent (AMR) of the relevant service area and 30% of their Adjusted Family Net Income (AFNI). PHB payments will be issued by MOF directly to households and subject to an annual renewal process. Households that have been found to be eligible may also receive first and last month's rent assistance directly from Service Managers, where appropriate.

Households who are approved to receive benefits under this program must consent to be removed from the social housing waiting list of their local Service Manager.

Until the COHB program is launched, Ontario will continue to provide assistance to survivors of domestic violence and human trafficking who are enrolled in the PHB-SPP program. When the COHB program becomes available, these households will be transitioned to the new program.

### 3. ABOUT THE PHB

A PHB is a monthly subsidy (housing allowance) provided to a low-income household to assist with housing costs. Unlike other forms of housing assistance such as rent-geared-to-income (RGI) assistance, the PHB is tied to the household and not to a physical housing unit, allowing the benefit to move with the household to any Service Manager area in Ontario. As a result, recipients have more flexibility to choose where they live to be closer to family, social support networks, schools and employment opportunities.

A PHB has multiple benefits for recipients:

- It gives people on a social housing waiting list a potential option to receive a housing benefit that would give them more flexibility and choice about where they live, so they could choose to live closer to employment, child care, schools or family.
- It may help applicants who like where they are living but face affordability challenges to remain where they live.
- The PHB calculation is simple and is reassessed annually using income tax information. Recipients have an incentive to earn income since they are not required to report increases in income between annual renewals, and so will not experience a decrease in assistance for earning more income.

PHBs also provide Service Managers with the opportunity to create more vibrant mixed-income communities due to a greater ability to diversify their housing options.



## 4. PROGRAM DESCRIPTION

### 4.1 Objectives

The COHB program is targeted to low-income renter households and will provide direct affordability support to households in housing need in order to eliminate or significantly reduce housing need in accordance with the COHB program targets and outcomes.

The program intent is to provide improved access to housing assistance to households in need through shorter wait times and more housing choice.

### 4.2 Targets and Outcomes

The first NHS Action Plan (2019-20 to 2021-22) will be amended to include the COHB targets and outcomes. MMAH expects over 5,000 households will receive housing assistance in the first year of the COHB program, and over 40,000 households will be assisted by 2027-28.

The COHB program is expected to achieve positive outcomes to recipients, including:

- People are better connected to housing assistance and supports to achieve housing affordability and stability;
  - More timely access to housing assistance than households who are waiting for RGI assistance;
  - Improved housing affordability through reduced rent burden (lower percentage of income spent on shelter costs); and
  - Reduced likelihood of returning to an emergency shelter;
- People have more housing choice (e.g., housing type, quality, location) and opportunities to participate in the economy and their community;
- Improved household financial well-being; and
- People have a better quality of life.

As per the Addendum to the CMHC-Ontario Bilateral Agreement, MMAH will work with CMHC to assess the COHB program's impact on recipients over the course of the program, as well as support research on the long-term impacts on recipients.

### 4.3 Priority Groups

The COHB program is primarily intended to support vulnerable individuals and households in housing need. The following vulnerable populations under the National Housing Strategy will have priority for COHB support:

- Survivors of domestic violence and human trafficking;
- Persons experiencing or at-risk of homelessness;
- Indigenous persons;
- Seniors; and
- People with disabilities.

The second priority of the COHB program is to support households in housing need living in community housing. However, when a vulnerable household is required to seek housing, (unsubsidized) community

housing should be prioritized as the first option. Where no community housing options exist, vulnerable households can receive the PHB in the private rental market.

This second priority group includes:

- Households living in community housing that are not receiving affordability support (e.g., rent supplements, housing allowances); and
- Households no longer receiving financial assistance as a result of expiring federal-provincial programs or social housing operating agreements/mortgages.

Service Managers will be responsible for identifying potential households to apply for the COHB program with consideration for the priority groups listed above. Service Managers are encouraged to work with their local MCCSS regional offices, Developmental Services Ontario offices and local service provider agencies to identify people to apply for the COHB program.

#### 4.4 Eligibility Criteria: New Applicants

Household members must meet the following criteria to be eligible to begin receiving a COHB benefit:

- Reside permanently in Ontario;
- Either:
  - A Canadian citizen,
  - A permanent resident,
  - has made an application for status as a permanent resident under the *Immigration and Refugee Protection Act (Canada)*, or
  - has made a claim for refugee protection under the *Immigration and Refugee Protection Act (Canada)* and no removal order has become enforceable under that Act against the member;
- Be on a social housing waiting list; or eligible to be on such a waiting list, or living in community housing;
- Not be in receipt of, or part of a household in receipt of, RGI assistance, a COHB benefit, or any other government-funded housing benefit, with the exception of social assistance shelter payments;
- Consent to being removed from the social housing waiting list of the Service Manager where the application was completed and approved;
- Not reside in a home suitable for year-round occupancy (within or outside Ontario) owned by a member of the household within 90 days of being determined eligible. (See 4.6 “Owning a Home” below); and
- Has applied for the COHB program and provided all necessary information for the calculation of the benefit.

**Note:** For the purposes of this program, household members at intake include each individual on the application for rent-gear-to-income (RGI) assistance (if applicable). The applicant’s spouse or partner must be included if they will be living together. All household members must live at the same address to receive a COHB benefit. If an applicant is sharing his or her home with an individual that is not a household member as described above (e.g., friend or roommate), the individual is not included as a household member.

No member of a household receiving a COHB benefit may receive, or be part of a household that receives, RGI assistance, more than one COHB benefit, or another government-funded housing benefit

(e.g., housing allowance under the Investment in Affordable Housing program) at the same time, with the exception of social assistance shelter payments.

Service Managers may provide Community Homelessness Prevention Initiative funding to recipients of the COHB program who need emergency assistance, since that assistance is not intended to be ongoing.

A household receiving a COHB benefit may reside in a unit that received assistance under a government program (e.g., the Canada-Ontario Affordable Housing Program), where that assistance was attached to the unit and not the household members.

All eligibility criteria will be clearly listed on the application form provided to program applicants.

## **4.5 Eligibility Criteria: Annual Renewal**

Annually each spring, households receiving monthly program benefits must complete an annual renewal form to confirm their ongoing eligibility and benefit amount and to update MOF of any changes to household composition, address and other relevant information.

Recipients who do not return their annual renewal forms by the renewal deadline will no longer be eligible for the COHB program.

At renewal, and each year thereafter, household members must continue to meet the following criteria annually to remain eligible for the COHB program:

- Reside in Ontario;
- Be a renter household; and
- Not be in receipt of, or part of a household in receipt of, RGI assistance, more than one portable housing benefit, or any other government-funded housing benefit, with the exception of social assistance shelter payments.

Households receiving a nil benefit payment for 24 consecutive months will lose their eligibility under the COHB program and will be automatically exited from the program.

## **4.6 Owning a Home**

Homeowners are not a target group for COHB support. However, households may be approved for this program if they or a member of their household currently owns a home that is suitable for year-round occupation. If eligible and approved for the COHB program, the household will not be eligible to receive any payments for the period they lived in the owned home and must move out of the home within 90 days of being determined eligible, or they will become ineligible for the program.

In order to remain eligible for the COHB program, household members must divest (sell) their legal or beneficial interest in a residence (either in or outside Ontario) within 12 months from being determined eligible and continue to be renter households.

## **4.7 Portability**

The COHB benefit is fully portable across Ontario. Participants can continue to receive a monthly benefit when they move to a rental unit in another Service Manager area. When a participant moves to a different Service Manager area, the amount of the monthly benefit may change, based on the new AMR for the

corresponding size of unit in the new community. See 6.8 “In-Year Changes” on page 14 for more information.

#### **4.8 PHB-SPP Program (2018-2020) Recipients**

All households receiving assistance under the PHB-SPP program will continue to be eligible for funding until June 2020 and will transition to the COHB program through the renewal process commencing in May 2020 for the July 2020 to June 2021 benefit year.

## 5. PROGRAM DELIVERY

Benefits under the COHB program will be delivered consistent with, but with appropriate modifications to, the PHB Framework set out in Schedule 4.1 of Ontario Regulation 367/11 under the *Housing Services Act, 2011*. This will provide a number of benefits, including:

- Ensuring a similar calculation of the benefit across the province and a consistent programmatic approach, while being responsive to local conditions;
- Enabling households to retain in-year increases in income; and
- Allowing applicants to live in communities that best suit their needs (e.g., education, child care, employment opportunities, community engagement).

### 5.1 Application Process

1. The Service Manager provides COHB program information to households it has identified and determined are eligible, including:
  - The criteria for assessing the initial and continued eligibility of an applicant for the COHB program;
  - The method used in calculating the benefit at the time of application, for annual renewals and for in-year reassessments;
  - How RGI assistance would be calculated if the household received an offer of RGI assistance;
  - The effect of the receipt of a COHB benefit or RGI assistance on social assistance payments that a member of the household is receiving or is entitled to receive under Ontario Works or the Ontario Disability Support Program; and
  - Advising the applicant that they may be contacted by MOF to provide and receive additional information on the benefit.

To support the applicant's informed consent and decision to apply to the COHB program, the Service Manager must include in this communication any support persons that the applicant requests and consents to being involved.

2. The Service Manager provides a COHB program application form to an interested eligible applicant.
3. The Service Manager completes the "Service Manager Use Only" section of the application form and assists the applicant with the completion of the application form and applicable schedules.
4. The Service Manager will determine household net income and adjusted family net income (AFNI) for applicants, and complete the Schedule 2 form (Income Tax Filing Exemption), if:
  - The household has not filed the required income tax return(s) in the previous calendar year; or
  - The most recent income tax return(s) does not reflect the household's current financial circumstances.

See 6.6 "Exemption from Automated Income Verification" on page 14 for details on this process.

5. The Service Manager submits the completed application form to MOF by mail, along with the necessary schedules (e.g., Schedule 1: Additional Income Earners), if applicable, and the Service Manager-completed Schedule 2 form (Income Tax Filing Exemption), if applicable.
  - The application form includes written consent permitting the Canada Revenue Agency (CRA) to disclose taxpayer information to MOF for the purpose of administering the COHB program, and for the applicant to be contacted at a later date as part of a program evaluation.
  - The Service Manager encourages applicants to complete Schedule 3 form (Direct Deposit Request) and explains the benefits of receiving payments by direct deposit.
6. MOF processes the application and verifies the application is complete. If necessary, MOF follows up with the applicant, or the Service Manager, to request additional information.
7. MOF reviews completed applications and confirms eligibility based on the criteria set out in these guidelines and availability of funding.
  - If eligible, MOF calculates the benefit amount either based on the Service Manager calculation of net income and AFNI or its own determination, verifies income where the Service Manager has not done so, and provides the applicant with an Eligibility Notice stating the monthly payment amount.
  - If ineligible, MOF informs the applicant by letter.
8. MOF makes monthly payments to eligible households no sooner than the Effective Start Date (ESD) which is the first day of the month following the date the application was signed. With respect to how long a client would have to wait before their first monthly payment is received, MOF will make every effort to ensure that applications received by the relevant monthly cut-off date are processed for the upcoming payment date. In the event of incomplete information on an application or information that is inconsistent with CRA, the processing time may be delayed.
9. When MOF approves an applicant for the COHB program, the Service Manager provides first and last month's rent to the applicant (as appropriate) and removes the applicant from its social housing waiting list (as necessary).

## **5.2 Annual Renewal Process**

1. Each Spring, MOF provides program participants with an annual renewal form. Households complete and submit the annual renewal form by the deadline included in the form to confirm they comply with ongoing eligibility requirements and inform of any changes (e.g., household composition, address).
2. Annually by April 30, income earners in the household must submit a federal income tax return to the CRA to enable MOF to calculate the monthly benefit based on household income.
3. Based on the updated calculation of the household's monthly benefit, MOF provides participants with an Eligibility Notice including the benefit amount and proceeds to make monthly payments by direct deposit.
4. Participants may contact the ServiceOntario Information Centre for more information on the calculation of the monthly benefit, or to request a redetermination of their benefit amount based on changes to the information submitted to MOF with the annual renewal form.

## 6. PAYMENTS TO APPLICANTS

MOF provides benefit payments by direct deposit each month to the individual who applied for the benefit on behalf of the household and signed the application form. Alternatively, the applicant can choose to have the funds deposited directly to a landlord by submitting a Schedule 5 form (Tenant Authorization and Direction to Pay Landlord Direct) and a Schedule 6 form (Landlord Consent to Receive Payment). Payments will be made by direct deposit only, except for extenuating circumstances.

Service Managers provide payments directly to applicants for first and last month's rent in accordance with the COHB program guidelines and as outlined in 6.7 "First and Last Month's Rent" on page 14.

### 6.1 Calculation of COHB

The benefit is calculated using a formula that is generally consistent with Schedule 4.1 of Ontario Regulation 367/11 under the *Housing Services Act, 2011*. The formula includes AMR and AFNI.

$$\text{Monthly COHB} = (\text{AMR} \times 80\%) - \left[ \frac{(\text{AFNI} \times 30\%)}{12} \right]$$

This formula is responsive to changes in:

- Household income, through the use of AFNI;
- Household composition, through selecting the AMR for the type of housing associated with the family composition; and
- Local housing markets, through the use of local AMR.

The maximum benefit amount payable is 80% AMR less the RGI minimum rent amount. The RGI minimum rent amount is \$85 until June 30, 2020. From July 1, 2020 to June 30, 2021, the RGI minimum rent amount will be \$129 and will be adjusted annually thereafter in accordance with subsection 2(4) of Ontario Regulation 316/19 under the *Housing Services Act, 2011*.

The minimum monthly benefit payable is \$10. Any monthly benefit calculated as an amount less than \$10 will be considered a nil (\$0) payment.

For information on the benefit calculation for social assistance recipients, see 6.4 "Interaction with Social Assistance" on page 13.

### 6.2 Average Market Rent (AMR)

The amount of a COHB benefit is based on the difference between 80 per cent of the CMHC AMR for an appropriately sized rental unit, based on household composition, and 30 per cent of annual household AFNI divided by 12. AMR is defined as the average expense of market rent in the relevant service area, as provided by CMHC to MMAH based on CMHC's annual rental survey, adjusted as appropriate. In service areas where there are no CMHC AMRs, Service Managers will be able to submit a business case

to determine AMRs based on a local market rent survey for the ministry's consideration. AMR is a standard measure used in other housing programs.

The COHB program only uses AMRs for unit sizes of one bedroom, two bedrooms and three bedrooms. Recipients will receive a monthly benefit based on a calculation using a unit size no smaller than one bedroom and no larger than three bedrooms. Households requiring more than three bedrooms will receive a benefit based on a calculation using AMR for three bedrooms.

MOF will use a uniform set of occupancy standards to calculate the amount of a monthly benefit based on the appropriate unit size for each eligible household, as follows:

- Spouses/partners will be designated one bedroom; and
- Every other person in the household will be designated a separate bedroom.

Households may reside in any size of accommodation they choose, regardless of the number of bedrooms determined by the occupancy standards.

### **6.3 Adjusted Family Net Income (AFNI)**

The AFNI of a household is based on the income of each member of the household, excluding those who are in full-time attendance at a recognized educational institution. Benefits received under this program are exempted as income for the purpose of calculating the monthly COHB benefit.

When an applicant applies to the COHB program, household net income and AFNI will be determined by MOF if the relevant tax information is available for each household member whose income is to be included in the calculation. Household net income and AFNI will be determined by the Service Manager for new applicants if:

- The household has not filed the required income tax return(s) in the previous calendar year; or
- The most recent income tax return(s) does not reflect the household's current financial circumstances.

Where the relevant tax information is available for each household member whose income is to be included in the calculation, household net income is determined by MOF using the latest annual CRA notice(s) of assessment. MOF will use the net income for relevant household members from the latest notice(s) of assessment issued under the *Income Tax Act* (Canada) for the most recent taxation year that ended before the application is considered, adjusted as follows, or if no notice of assessment has been issued, the amount that would appear as net income had the notice of assessment been issued, adjusted as follows:

- By subtracting from that amount, any payments from a registered disability savings plan received by the member in that taxation year and any payment of a COHB benefit received by the member in that taxation year; and
- By adding to that amount, any payments from a registered disability savings plan repaid by the member in that taxation year.

Where the Service Manager is determining household net income and AFNI of new applicants for the reasons outlined above, the net income of each household member whose income is to be included in the calculation is determined by the Service Manager using:

- The best information available; and



- The amount that best approximates each member's net income adjusted as outlined above and based on the Service Manager's projections of income and deductions for the 12-month period beginning on the first day of the month following the month in which the application is considered.

The Service Manager provides the calculated amount on Schedule 2 form (Income Tax Filing Exemption) of the application.

During each annual renewal, the benefit is calculated by MOF using the household members' assessed income from the federal income tax return from CRA for the most recent tax year.

Using AFNI to define income is consistent with other modern forms of assistance, such as the Ontario Child Benefit, and as of July 1, 2020, simplified RGI calculation rules for social housing tenants.

## **6.4 Interaction with Social Assistance**

Under Ontario Works and the Ontario Disability Support Program, recipients receive a shelter allowance as a portion of their monthly entitlement up to a maximum amount based on actual shelter costs and household size. Social assistance recipients are eligible to receive the maximum shelter amount if their shelter costs exceed the maximum.

The *Ontario Works Act, 1997* and the *Ontario Disability Support Program Act, 1997* allow for housing benefits to be exempted as income, where approved, up to the difference between actual shelter costs (e.g., rent, utilities) and the actual shelter allowance payable (which is capped at maximum shelter costs).

For social assistance recipients, consistent with the PHB Framework, the same portable housing benefit calculation formula applies to determine the maximum benefit amount for a household. The social assistance shelter allowance will be provided in the normal fashion; however, the portable housing benefit will fill the gap between the social assistance shelter allowance and actual shelter costs, up to the maximum portable housing benefit amount.

If actual shelter costs increase or a recipient moves to a unit with higher rent, the portable housing benefit amount paid will increase but remain subject to the maximum portable housing benefit amount. In addition, if a recipient no longer receives social assistance, the portable housing benefit will be calculated as described in 6.1.

As a result, recipients receiving social assistance are required to contact the ServiceOntario Information Centre to report any changes (increases or decreases) in their shelter costs to allow MOF to adjust their COHB benefit accordingly.

Recipients receiving social assistance do not need to report month-to-month changes in utilities because shelter costs are averaged over a year.

## **6.5 Automated Income Verification**

MOF conducts annual Automated Income Verification using CRA income tax information. As a result, all household members whose income is to be included in the benefit calculation must submit income tax return(s) to the CRA each year by April 30. Failure to submit the required income tax return(s) may result in a delay in benefit payments.

## 6.6 Exemption from Automated Income Verification

Applicants entering the COHB program may be exempted from Automated Income Verification for their initial benefit calculation where:

- The household has not filed the required income tax return(s) in the previous calendar year; or
- The most recent income tax return(s) does not reflect the household's current financial circumstances.

In this situation, Service Managers will manually calculate and verify household net income and AFNI, as outlined in 6.3 "Adjusted Family Net Income (AFNI)" on page 12.

If information is not available for an initial benefit calculation because a member of the household believes that he or she or any member of the household will be at risk of abuse if the information is obtained, the Service Manager will calculate and verify household net income and AFNI based on the best available information.

During that year of exemption, household members whose income is to be included in the benefit calculation will be required to submit annual income tax returns to the CRA by April 30. Households who were initially exempt will be required to have Automated Income Verification based on their annual notice(s) of assessment going forward.

## 6.7 First and Last Month's Rent

For applicants approved for the COHB program by MOF, Service Managers may provide funding directly for first and last month's rent, where the applicant has demonstrated to the Service Manager a need to receive the payment. Where Service Managers have a method for determining household need under the Community Homelessness Prevention Initiative Program, a similar process should be applied.

The amount of first and last month's rent shall not exceed the lesser of:

- Twice the amount of the actual rent paid by the approved household; or
- Twice the amount of 100 per cent of the CMHC AMR for an appropriately sized rental unit, based on household composition.

MMAH will flow these funds to Service Managers on a quarterly basis retroactively, in accordance with Service Manager quarterly claims.

## 6.8 In-Year Changes

As indicated on the application form, participants must report any changes in personal information (e.g., household composition, address) as soon as possible to the ServiceOntario Information Centre. Subject to the following, recipients are not required to report an increase in income during the year or undergo a reassessment of the monthly benefit due to an increase in income.

MOF will perform an in-year reassessment of recipient eligibility and/or monthly benefits under the following circumstances:

- A recipient contacts the ServiceOntario Information Centre to request a reassessment due to a significant decrease of at least 20 per cent in household income (limited to one in-year reassessment each year).

- A recipient contacts the ServiceOntario Information Centre to advise of a move to a different Service Manager area (this may affect AMR and therefore the monthly benefit received).
- A recipient contacts the ServiceOntario Information Centre to advise of a permanent change to household composition.
- A recipient contacts the ServiceOntario Information Centre to advise that they have started or stopped receiving assistance under the *Ontario Works Act, 1997* or the *Ontario Disability Support Program Act, 1997*.
- A recipient who is receiving social assistance contacts the ServiceOntario Information Centre to advise of a change (increase or decrease) in shelter costs.
- A Service Manager or recipient advises the ServiceOntario Information Centre that they have ceased to be eligible on certain grounds for continued eligibility (e.g., the recipient is receiving another government-funded housing benefit).

When performing an in-year review, MOF will request the necessary information from the recipient to reassess eligibility and/or recalculate the monthly benefit, as appropriate.

Where an in-year reassessment results in a change in a COHB benefit amount, the change will be processed at the time of the in-year reassessment.

As noted, recipients may request only one in-year reassessment between annual renewals due to a significant decrease of at least 20 per cent in household income. Where a recipient has requested an in-year reassessment due to a decrease in household income, net income and AFNI is determined by MOF using the amount that best approximates the household's income, calculated and adjusted as outlined in 6.3 "Adjusted Family Net Income (AFNI)" on page 12. The calculation is based on MOF's projections of income and deductions for the 12-month period beginning on the first day of the month following the month in which the review is considered.

## 6.9 Monthly Payments

When MOF receives a completed application form or annual renewal form by the relevant monthly cut-off date or the annual renewal deadline, payment is processed on a go-forward basis according to the effective start date in the Eligibility Notice for new applicants or the first payment date of the next benefit period for existing recipients. Payments are made by the 28<sup>th</sup> of each month.

If an application form is not submitted by the monthly cut-off date or is incomplete, new applicants will be paid retroactively from the effective start date in the Eligibility Notice once all required information has been submitted.

If an annual renewal form is submitted incomplete, recipients will be paid retroactively from the beginning of the new benefit year once all required information has been submitted.

The household's COHB benefit may be suspended if a recipient is absent from Ontario for more than 60 consecutive days, or if MOF has an incorrect mailing address or incorrect direct deposit information.

## 6.10 Direct Deposit

Payments will be made by direct deposit only, except for extenuating circumstances. Applicants should submit direct deposit information with their applications, such as void cheques or direct deposit forms from their bank along with a completed Schedule 3 form (Direct Deposit Request). MOF uses this information to set up monthly payments to applicants.

Direct deposit is a reliable, convenient and secure option that will reduce the time and effort needed to cash monthly cheques. It also eliminates the risk of lost or damaged cheques and delays caused by postal disruptions.

## **6.11 T5007 Tax Forms**

MOF is required to issue a T5007 tax form, known as a Statement of Benefits, to all program participants by the end of February each year. These forms report the COHB monthly benefits provided to recipients for income tax purposes. MOF issues T5007 forms to participants even in cases where payments are made directly to landlords. Benefits received under this program are exempted as income for the purpose of calculating the monthly COHB benefit.

Service Managers are required to issue T5007 tax forms to participants for first and last month's rent payments delivered directly to households.

## 7. FUNDING

The COHB program is jointly funded by the federal and provincial governments through the NHS Bilateral Agreement. Up to \$27,947,100 in the 2020-21 fiscal year and up to \$36,619,000 in 2021-22 fiscal year is available to assist households approved for the COHB program. Service Managers have received their planning allocations for these two years. MMAH will also ensure funding is available for all households participating in the PHB-SPP program as of March 31, 2020 and who remain eligible for payments under the COHB program.

These planning allocations were determined using the same funding methodology used in the Ontario Priorities Housing Initiative, which ensures appropriate geographic distribution of funding.

Funding allocations are provided on a “use it or lose it” basis, since funding from one fiscal year cannot be reallocated to future years. For this reason, annual planning allocations that cannot be fully taken up within the respective fiscal year may be reallocated by MMAH after December 31 to Service Manager areas with higher take-up rates. A Service Manager’s funding allocation may not be reallocated if as of December 31 of each year, the Service Manager is projected to spend 90 per cent of its annual planning allocation by the end of the fiscal year.

In addition, the number of eligible households approved to receive a benefit in a Service Manager area will be limited in any year by the amount of funding available in the following year for their service area.

Service Managers will identify households who may be eligible for the COHB program and assist with the application process. Households who apply for the COHB program and are approved will be provided with a monthly subsidy to assist with the costs of renting a unit of their choosing. This monthly subsidy will be paid directly to households through MOF. Service Managers will receive annual planning allocations to assist them in determining the number of households that may be assisted within a fiscal year.

All Service Managers are eligible for reimbursement on a quarterly basis of actual costs incurred for:

- Administration costs related to supporting the COHB program; and
- First and last month’s rent assistance provided to applicants who are approved for the COHB program, as appropriate.

Service Managers will receive administration payments of \$250 per approved application from their service area, up to 5 per cent of their annual planning allocation. The “Service Manager Use Only” section of the application form must be completed before the administration payment can be made.

Details related to Service Managers providing approved applicants with funding for first and last month’s rent are included in 6.7 “First and Last Month’s Rent” on page 14.

Payments to Service Managers will be made quarterly based on the number of eligible applicants approved for the COHB program in each service area, as reported by MOF through an online portal, and through quarterly claims from Service Managers.

Service Managers are required to sign a Transfer Payment Agreement with MMAH and MOF that sets out the roles and responsibilities of the parties and the accountability framework for the COHB program, including the terms for funding and reporting requirements. For more information, see 8.2 “Transfer Payment Agreements” on page 18.

## 8. ACCOUNTABILITY AND REPORTING

The province places a high degree of importance on accountability for its actions, decisions and policies with regard to the use of public funds for programs and services. The government has an obligation to demonstrate value for money and ensure that funds have been spent appropriately and in a timely manner. Accordingly, Service Managers must submit the following as accountability mechanisms for the COHB program:

- Transfer Payment Agreement with MMAH and MOF;
- Quarterly Claims; and
- French Language Services Reports.

Service Managers will submit quarterly claims and French Language Services Reports as described in the respective sections of the COHB Transfer Payment Agreement.

Service Managers are required to use the Transfer Payment Ontario System to submit COHB reports. For assistance or questions regarding the Transfer Payment Ontario System, please contact the Housing Service Desk at [HousingServiceDesk@ontario.ca](mailto:HousingServiceDesk@ontario.ca).

### 8.1 Memoranda of Understanding

Three memoranda of understanding govern the COHB program:

- **MMAH and MOF Memorandum of Understanding:** Sets out the responsibilities of the two ministries in relation to the COHB program;
- **CRA and MOF Memorandum of Understanding:** Enables MOF to obtain household level tax information from the CRA in order to perform Automated Income Verification during eligibility determination and benefit calculation;
- **MMAH and ServiceOntario Memorandum of Understanding:** Arranges for ServiceOntario to operate the Information Centre to respond to program enquiries from applicants and request required information, as appropriate.

### 8.2 Transfer Payment Agreements

Service Managers must enter into a Transfer Payment Agreement with MMAH and MOF for the COHB program. In accordance with the province's Transfer Payment Accountability Directive, the agreements will contain an accountability framework, outline the roles and responsibilities of the parties, and include the terms for funding and reporting requirements. The agreement will set out the role of Service Managers, MMAH and MOF in relation to the sharing of household personal information.

### 8.3 Quarterly Claims

Following the execution of Transfer Payment Agreements, Service Managers are required to submit quarterly claims to MMAH for administration costs and reimbursement of first and last month's rent paid to eligible households for the previous quarter. Service Managers will also provide additional information, data and reports as needed by the ministry to report on progress made towards achieving program outcomes.

Service Managers can request and view MOF reports of participating households through the ONT-TAXS online portal.

## **8.4 Service Level Standards**

Applicants assisted under the COHB program do not count towards meeting Service Managers' service level standards. Service level standards identify the minimum number of low-income households required to receive RGI assistance (or approved alternative assistance) in Service Manager areas, as set out in the *Housing Services Act, 2011*.

## **8.5 French Language Services Act Compliance**

Service Managers who are located in or servicing an area that is designated under the *French Language Services Act* are required to:

- 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 COHB program are available in French.

Services being provided directly to the public by Service Managers, or through the office of a sub-contractor (e.g., local non-profit agency), are required to comply with the *French Language Services Act*.

To demonstrate compliance, Service Managers are required to submit French Language Services Reports to MMAH confirming that the requisite French language services are being provided. An initial report must be signed and submitted to MMAH at the time of signing the Transfer Payment Agreement, and reports must be submitted annually thereafter by July 15.

Sample French Language Services Report templates are included as part of the Transfer Payment Agreements.

## 9. ROLES AND RESPONSIBILITIES

**MMAH** will undertake the following activities:

- Program design, funding and accountability, in partnership with CMHC;
- Adjustment of the CMHC AMRs as appropriate, and determine the AMR for areas where data is not available;
- Flow eligible administration cost funding and funds for first and last months' rent directly to Service Managers; and
- Arranging from ServiceOntario a program call centre to respond to enquiries.

**Service Managers** will undertake the following activities:

- Selecting households that may be eligible for program participation and distributing application forms to interested households;
- Ensuring interested households have been informed of benefits and risks of the COHB program;
- Ensuring interested households have consented to the disclosure of their personal information to the CRA, MMAH, and MOF;
- Completing the "Service Manager Use Only" section of the application form;
- Collecting and sending completed application forms to MOF for processing;
- Collecting required information on intake, and submitting required reports and claims to MMAH;
- Providing first and last months' rent payments to eligible households (to be reimbursed by MMAH, as appropriate);
- Submitting quarterly payment claims to MMAH;
- Notifying MOF of certain events, including a household's acceptance of an offer of RGI housing or similar type of housing assistance; and
- Completion and distribution of T5007 tax slips to households to report first and last months' rent payments for income tax purposes.

**MOF** will undertake the following activities:

- Distribution of application forms to Service Managers for distribution to eligible households;
- Processing applications including income verification of applicants;
- Determining eligibility for the benefit;
- Calculating benefit amounts;
- Making payments directly to eligible households (or to a third party if directed by the household);
- Reassessing eligibility and benefit amounts annually;
- Completing in-year reviews [when requested by households], in partnership with MMAH;
- Providing monthly reports to MMAH on participation rates and funding expensed;
- Completion and distribution of T5007s tax slips to households to report the benefit for income tax purposes; and
- Respond to enquiries from participating households, as referred from ServiceOntario.

**ServiceOntario** will undertake the following activity:

- Operate the Information Centre to respond to program enquiries and receive account changes from participating households.



## 10. IMPORTANT DATES

The benefit year for the COHB program is July 1 to June 30. The COHB program will be delivered according to the following timelines:

Activity	Date
Program announcement	December 19, 2019
Guidelines and support materials released to Service Managers	February 2020
Transfer Payment Agreements for administration funding and first and last month's rent payments executed by MMAH, Service Managers and MOF	February 2020
MOF provides an application form to Service Managers for distribution to eligible households	April 1, 2020
MOF begins receiving applications	April 6, 2020
MOF begins payments to new COHB program recipients	By April 28, 2020
Service Manager quarterly claims due to MMAH each year (annual deadlines)	Q1 (July 15) Q2 (October 15) Q3 (January 15) Q4 (March 15)
Service Manager French Language Services Reports due to MMAH (where required)	Initial report submitted at the time of signing the Transfer Payment Agreement and reports submitted annually thereafter by July 15

To obtain further information about the COHB program, Service Managers are encouraged to contact their respective regional staff contacts at MMAH. For information on available support services, contact the respective regional staff contacts at the Ministry of Children, Community and Social Services. Contact information is included in the appendices.

## **APPENDIX A: MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING CONTACTS**

### **MUNICIPAL SERVICES OFFICE – CENTRAL**

Serving: Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, York

777 Bay Street 13<sup>th</sup> Floor  
Toronto, ON M7A 2J3  
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](mailto:ian.russell@ontario.ca)

### **MUNICIPAL SERVICES OFFICE – EASTERN**

Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, Renfrew

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](mailto:mila.kolokolnikova@ontario.ca)

### **MUNICIPAL SERVICES OFFICE – WESTERN**

Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, Windsor

659 Exeter Road, 2<sup>nd</sup> 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](mailto:tony.brutto@ontario.ca)

**MUNICIPAL SERVICES OFFICE – NORTHERN (SUDBURY)**

Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, Timiskaming

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](mailto:cindy.couillard@ontario.ca)

**MUNICIPAL SERVICES OFFICE – NORTHERN (THUNDER BAY)**

Serving: Kenora, Rainy River, Thunder Bay

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: Andrew Carr, Team Lead, Regional Housing Services  
Tel: 807-475-1665  
Email: [Andrew.Carr@ontario.ca](mailto:Andrew.Carr@ontario.ca)

**HOUSING PROGRAMS BRANCH – TORONTO**

Serving: Toronto

777 Bay Street, 14<sup>th</sup> Floor  
Toronto, ON M7A 2J3  
Fax: 416-585-7003

Contact: Bailey Anderson, Account Manager, Regional Services Delivery Unit  
Tel: 647-527-1473  
Email: [bailey.anderson@ontario.ca](mailto:bailey.anderson@ontario.ca)

## **APPENDIX B: MINISTRY OF CHILDREN, COMMUNITY AND SOCIAL SERVICES REGIONAL OFFICE CONTACTS**

### **CENTRAL REGION**

Serving: Dufferin, Halton, Peel, Simcoe, Waterloo, Wellington, York

6733 Mississauga Road, Suite 200  
Mississauga, ON L5N 6J5  
Tel: (905) 567-7177  
Fax: (905) 567-3215  
Toll Free: 1-877-832-2818  
TTY: 905-567-3219

17310 Yonge Street, Unit 1  
Newmarket, ON L3Y 7R8  
Tel: (905) 868-8900  
TTY: (905) 715-7759  
Fax: (905) 895-4330  
Toll Free: 1-877-669-6658

### **EAST REGION**

Serving: Cornwall, Durham, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds & Grenville, Lennox & Addington, Northumberland, Ottawa, Peterborough, Prescott & Russell, Prince Edward County, Renfrew

347 Preston Street, 3rd Floor  
Ottawa, ON K1S 2T7  
Tel: (613) 234-1188  
Fax: (613) 783-5958  
Toll Free: 1-800-267-5111

23 Beechgrove Lane  
Kingston, ON K7M 9A6  
Phone: 1-613-531-5740  
Fax: 613-536-7377  
Toll-Free: 1-877-345-5622

**WEST REGION**

Serving: Brantford, Bruce, Chatham-Kent, Grey, Hamilton, Huron, Lambton, London, Niagara, Norfolk, Oxford, St. Thomas, Stratford, Windsor

217 York Street, Suite 203  
P.O. Box 5217  
London, ON N6A 5R1  
Tel: (519) 438-5111  
Fax: (519) 672-9510  
Toll Free: 1-800-265-4197  
TTY: (519) 663-5276

119 King Street West  
Hamilton, ON L8P 4Y7  
Tel: (905) 521-7280  
Fax: (905) 546-8277  
Toll Free: 1-866-221-2229  
TTY: (905) 546-8276

270 Erie Street East  
P.O. Box 1810, Station A  
Windsor, ON N9A 7E3  
Tel: (519) 254-5355  
Fax: (519) 255-1152  
Toll Free: 1-800-419-4919  
TTY: (519) 907-0205

**NORTH REGION**

Serving: Algoma, Cochrane, Kenora, Manitoulin-Sudbury, Nipissing, Parry Sound, Rainy River, Sault Ste. Marie, Sudbury, Thunder Bay, Timiskaming

199 Larch Street  
10th Floor, Suite 1002  
Sudbury, ON P3E 5P9  
Tel: (705) 564-6699  
Fax: (705) 564-3099  
Toll Free: 1-800-265-1222  
TTY: (705) 564-3233

621 Main Street West  
North Bay, ON  
P1B 2V6  
Tel: (705) 474-3540  
Toll Free: 1-800-461-6977  
TTY: (705) 474-7665

**TORONTO**

Serving: Toronto

375 University Avenue, 5th Floor  
Toronto, ON M7A 1G1  
Tel: (416) 325-0500  
Fax: (416) 325-0565  
TTY: (416) 325-3600

**DEVELOPMENTAL SERVICES ONTARIO OFFICES**

There are 9 Developmental Services Ontario (DSO) agencies across the province. Search by the county / region to connect with the DSO agency for your area.

Website: <https://www.dsontario.ca/find-your-dso>

**SCHEDULE “E”  
REPORTING**

SCHE

Name of Report	Due Date
1. Quarterly Claim(s): Quarter 1 Claim Quarter 2 Claim Quarter 3 Claim Quarter 4 Claim	On July 15 in each Fiscal Year. On October 15 in each Fiscal Year. On January 15 in each Fiscal Year. On March 15 in each Fiscal Year.
2. French Language Services Report	On July 15 in each Fiscal Year.
3. Reports as specified from time to time	On a date or dates specified by MMAH.

**Report Due Date**

The Reporting period is based on the Fiscal Year.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

**Submission of Reports**

All Reports are to be submitted through the Transfer Payment Ontario (TPON) unless MMAH notifies the Service Manager otherwise. Reports attached to this Schedule are samples of the Reports required under TPON.

**Report Details**

1. The Quarterly Claim shall be substantially in the form of Appendix “A” and shall be subject to the approval of MMAH.

The Quarterly Claim shall set out:

- (a) actual households and the target group of the household approved by MOF under the Program in each completed quarter of each Fiscal Year;
- (b) the amount that the Service Manager paid to Eligible Households for first and last months’ rent in accordance with this Agreement and the Program Guidelines in each completed quarter of the Fiscal Year; and
- (c) confirmation that funding provided for administration costs were spent on administration costs.

Through the Quarterly Claim and other Program reports, MMAH will obtain information on the performance indicators set out below to demonstrate that the Program objectives set out in the Program Guidelines are being met:

- Number of households approved under the Program;
  - Increased housing affordability of households approved under the Program; and
  - Increased housing stability of households approved under the Program.
2. The French Language Services Report will be in the form of Appendix “B” and shall set out whether the Service Manager has complied with the French Language Services (FLS) requirements of the Agreement.
  3. MMAH will specify the timing and content of any other reports as may be necessary.



**APPENDIX "A"**  
**QUARTERLY CLAIM**



**Canada-Ontario Housing Benefit**

COHB Quarter #

Case Number #: 0000-00-0-00000000000

<SM Name>

Introduction	A - Applicants Benefit Data	B - Attestation
- French Language Services		

Section A- Applicants Benefit Data					
Number of Households approved by the Ministry of Finance from this Service Manager area claimed this quarter					
#	Fiscal Year	Report Type	Client/ Household Identifier	Number of Bedrooms (Occupancy Standards)	First and Last Month Assistance Paid by Service Manager
1*					
Total First and Last Month Assistance Paid					
Total Admin Fee					
<b>Grand Total</b>					

**Section B - Attestation**

I confirm that this quarterly report has been accurately populated in accordance with the instructions provided by the Province with approvals by the local Council/ Board or their delegated authority.

*Prepared By (Name and Title):	*Date
*Approved By (Delegated Service Manager Authority):	*Date

APPENDIX "B"

FRENCH LANGUAGE SERVICES REPORT



Canada-Ontario Housing Benefit

COHB Quarter #

Case Number #: 0000-00-0-0000000000

<SM Name>

Section C – French Language Services

<input type="checkbox"/>	French Language Services-designated agency
<input type="checkbox"/>	Not Applicable

This is to confirm that the <ORGANIZATION> is providing services under the <COMPONENT> and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act ("FLSA").

The <ORGANIZATION> confirms that it is:

- a) Providing services to the public in French in all of its offices (including the offices of subcontractors) 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 this program are available in French.

1. Name of the Designated Area(s): <ORGANIZATION>	
2. Description of Services: Please select all items that apply to the services you are providing under this program in an office (or the office of a sub-contractor) that is located in or services a designated area.	
<input type="checkbox"/>	Signage and visibility of available services in French
<input type="checkbox"/>	Over-the-counter services are available in French
<input type="checkbox"/>	Written correspondence and telephone service are available in French
<input type="checkbox"/>	Translation of written material produced for public use is available in French
<input type="checkbox"/>	Other - please specify
3. Please list any services or locations in designated areas where these French language services are not being provided:	
4. Reason for Above:	

List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of York	City of Markham (As of July 1, 2018)
Regional Municipality of Peel	City of Mississauga; City of Brampton
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 exists 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”  
PAYMENT PLAN**

SCHE

<b>Payment</b>	<b>Due Date</b>
<p>For administration costs, \$250 for each new Eligible Household that MOF confirms to MMAH as participating in the Program and that is reflected as participating in the Program in a Quarterly Claim, all to the extent approved by MMAH. Funding for administration costs per Fiscal Year shall not exceed five per cent of the Service Manager’s annual planning allocation for that Fiscal Year.</p>	<p>Within 30 days of MMAH approving the confirmation by MOF and the relevant Quarterly Claim.</p>
<p>For each Eligible Household that complies with the criteria set out in clause 4.1(a) of Schedule “C”, the lesser of:</p> <ul style="list-style-type: none"> <li>a) twice the amount of actual rent paid by the household; and</li> <li>b) twice the amount of the Canada Mortgage and Housing Corporation Average Market Rent for an appropriately sized unit for the household, based on household composition,</li> </ul> <p>as reflected as having been paid by the Service Manager but not yet reimbursed in an MMAH approved Quarterly Claim.</p>	<p>Within 30 days of MMAH approving the relevant Quarterly Claim.</p>

## **SCHEDULE "G"**

### **PERSONAL INFORMATION SHARING PROVISIONS**

#### **1.0 DEFINITIONS**

1.1 In this Schedule, capitalized terms have the meaning given to them in Schedules "A" and "C" and the following terms have the following meanings:

**"FOI"** means Freedom of Information;

**"Party"** means MMAH, MOF or the Service Manager and "Parties" means all of them;

**"PI"** means personal information as defined under FIPPA and MFIPPA;

**"Records"** has the same meaning as that term is defined in FIPPA and MFIPPA.

1.2 For the purposes of Articles 3 and 5 of this Schedule "G", the term "Applicant" shall include each other household member reflected on the Application Form and, for greater certainty, "Application Form" shall include all Schedules thereto; where applicable, "Application Form" shall include a Renewal Form and all schedules thereto.

#### **2.0 FOI REQUESTS, FIPPA, and MFIPPA**

2.1 MMAH, MOF and the Service Manager acknowledge and agree that:

(a) Records of Canada Revenue Agency taxpayer information in the custody of MMAH and MOF shall not be considered to be within the custody or control of the Service Manager;

(b) MMAH, MOF and the Service Manager shall comply with FIPPA and/or MFIPPA as required and will cooperate in handling each Program related FOI request under FIPPA or MFIPPA that it receives in accordance with the applicable legislation;

(c) As between MMAH and MOF, FIPPA requests shall be addressed as set out in the Memorandum of Understanding between them relating to the Program; and

(d) Each party will advise the other parties of any Program related breaches of FIPPA or MFIPPA immediately after they occur as set out in sections 4.7 and 4.8.

### **3.0 PI SHARING**

- 3.1 MMAH and the Service Manager will provide to MOF only PI that MOF requires for the provision of its services to assist MMAH in the administration of the Program. In the case of the Service Manager, this may include completed Application Forms and Applicant income information with respect to which the Applicant(s) has completed and signed the certification and consent area of the Application Form.
- 3.2 MOF will provide to MMAH and the Service Manager only PI that is related to an Applicant who has completed and signed the certification and consent area of the Application Form, and that MMAH and the Service Manager require for the administration of the Program.
- 3.3 MMAH will collect from MOF and the Service Manager only PI that (i) is related to an Applicant who has completed and signed the certification and consent area of the Application Form; (ii) the disclosure of which to MMAH is authorized by the certification and consent; and (iii) MMAH requires for the administration of the Program.
- 3.4 MMAH will provide to the Service Manager only PI that (i) is related to an Applicant who has completed and signed the certification and consent area of the Application, (ii) is authorized by the certification and consent, (iii) the Service Manager requires for the administration of the Program, and (iv) is listed on Appendix "A-1".
- 3.5 MOF will provide to MMAH and the Service Manager a list of Applicants that have completed and signed the certification and consent area of the Application Form and may update this list from time to time.
- 3.6 The Service Manager will provide to MMAH only PI that (i) is related to the Applicants reflected on the list provided to it under section 3.5, (ii) MMAH or MOF require for the administration of the Program and (iii) is listed on Appendix "A-2".
- 3.7 The means of transmitting PI between MMAH and the Service Manager will be either bonded courier or encrypted email.
- 3.8 MMAH and the Service Manager may provide PI to one another by such other means as may be agreed to by both parties.

### **4.0 CONFIDENTIALITY AND SECURITY OF PI**

- 4.1 The PI collected, used or disclosed under this Agreement is confidential and shall not be shared beyond the Parties to this Agreement.

- 4.2 MMAH, MOF and the Service Manager will each take all reasonable measures to ensure the confidentiality and integrity of the PI that it may receive under this Agreement and to safeguard the PI against accidental or unauthorized access, disclosure, use, modification and deletion. All Parties agree to comply with their internal security safeguards to protect PI against loss or theft, as well as unauthorized access, disclosure, copying, use or modification of the format in which it is held or retained.
- 4.3 MMAH and MOF each agree that it will follow the guidelines set out in the Office of the Chief Information and Privacy Officer, Ministry of Government and Consumer Services, "Taking the Right Steps - A Guide to Managing Privacy and Privacy Breaches" attached as Appendix "B-1", the OPS Corporate Policy on Protection of Personal Information dated July 25, 2011 attached as Appendix B-2, and each Party's policies and guidelines governing the protection of PI. The Service Manager agrees that it will also, to the extent possible, follow these guidelines even though they are drafted for institutions under FIPPA and not MFIPPA. The Service Manager will also use reasonable efforts to comply with the document entitled "IPC Practices No. 26: Safe and Secure Disposal Procedures for Municipal Institutions" attached as Appendix "B-3".
- 4.4 MMAH, MOF and the Service Manager will each store any PI it receives under this Agreement in encrypted files on password-protected computer systems.
- 4.5 MMAH, MOF and the Service Manager may store any PI they receive under this Agreement by such other means as may be agreed to by all Parties.
- 4.6 Access to the PI will be limited to persons who need to know the PI for the purposes of administering the Program and who are authorized by an MMAH, MOF or Service Manager designated official identified in Appendix "C" to access the PI for the purposes of administering the Program. The parties acknowledge that the persons identified in Appendix "D" have such a need to know and are so authorized. All Parties will put the appropriate procedures in place to ensure that the PI is accessed only by such persons.
- 4.7 MMAH, MOF and the Service Manager will immediately give notice to the other of any loss, suspected loss, unauthorized access to or unauthorized use or disclosure of the PI provided under this Agreement. This notice must be provided to the relevant official identified in Appendix "C" and must include:
- (a) a description of the relevant PI;
  - (b) the date on which and the place at which the PI was lost or subject to unauthorized access or disclosure;



- (c) the circumstances surrounding the loss or unauthorized access or disclosure;
- (d) the extent of the known or probable loss, or unauthorized access or disclosure, and the identities of any unauthorized persons who had or are believed to have had access to PI;
- (e) the actions taken or contemplated to remedy the loss or unauthorized access or disclosure; and
- (f) any other relevant details.

MOF and MMAH will also provide this notice to their own Freedom of Information and Privacy Co-ordinators. The Service Manager will provide the notice to their own Municipal Freedom of Information and Privacy Co-ordinator. MMAH will provide notice to the Information and Privacy Commissioner. The affected Party shall immediately take reasonable steps to prevent the recurrence of any loss or unauthorized use, access or disclosure of the information.

- 4.8 A written follow-up report on an event described above is to be forwarded as soon as possible by MMAH, MOF or the Service Manager to the others as applicable. The report will outline the results of any investigation conducted following the initial search and notification. The report shall include the steps taken to prevent the loss from recurring. Follow-up may also include telephone or written communication between MMAH, MOF, the Service Manager and the IPC.

## **5.0 CONDITIONS AND PROCEDURES FOR THE PROVISION OF PI**

5.1 In order to maintain the confidentiality of PI, MMAH, MOF and the Service Manager agree that:

- (a) prior to requesting or disclosing PI, all Parties will ensure that the Applicant has properly completed and signed the certification and consent area of the Application Form;
- (b) except with respect to the PI referred to in the second sentence of section 3.1, prior to requesting or disclosing PI, all Parties will ensure that the Applicant is reflected on the most current list provided under section 3.5;
- (c) requests by any party for PI from any other party must be made in writing or by email by a designated official of the requesting Party and a designated official must authorize the release of the PI;
- (d) the PI shared will be disclosed and used solely for the purpose of administering the Program; and
- (e) only authorized persons who need to know the PI for the purposes of administering the Program will have access to and use PI obtained under this Agreement.

5.2 MMAH, MOF and the Service Manager shall each ensure that the information provided to the other under this Agreement will be as accurate and complete as possible. However, all Parties recognize that complete accuracy cannot be guaranteed and that neither party shall hold the other responsible for incomplete or inaccurate transmission of information.

## **6.0 RETENTION AND SECURITY**

6.1 MMAH, MOF and the Service Manager will each retain the PI that it receives from the other for only the minimum period that is legally and administratively required for the Program. MMAH, MOF and the Service Manager will destroy the PI at the end of the retention period in accordance with FIPPA and MFIPPA, as applicable, and the best practices and guidelines listed in section 4.3.

6.2 The following principles will govern the physical destruction of the PI:

- (a) record disposal and destruction should be carried out in a way that protects the confidentiality of any information it contains and in accordance with FIPPA and MFIPPA, as applicable, and the best practices and guidelines listed in section 4.3; and

- (b) where a record is authorized for destruction, all copies of it, including security and backup copies, must be destroyed.

## **7.0 DESIGNATED OFFICIALS**

- 7.1 MMAH, MOF and Service Manager officials responsible for the overall administration and security of this Schedule are identified in Appendix "C".

## **8.0 COMPLIANCE LETTER**

- 8.1 Upon request, the Service Manager will provide MMAH with a letter signed by the designated official of the Service Manager identified under Appendix "C" (i) outlining the Service Manager's protections and procedures relating to the security and confidentiality of the PI related to this Agreement and (ii) confirming that the Service Manager is in compliance with the PI related provisions of this Agreement.

## **9.0 STATUTORY AUTHORITIES**

- 9.1 The statutory authorities for personal information sharing under this Schedule are set out in Appendix "E".

**APPENDIX “A”**  
**PERSONAL INFORMATION TO BE EXCHANGED**

**“A-1”**

MMAH may provide the following information to the Service Manager:

- Applicant’s First Name and Last Name
- Application Number
- Application Status (e.g. pending, to be determined, ineligible, eligible, etc.)
- Applicable occupancy standards
- Any other personal information related to an Applicant or client to resolve any program related issues (e.g. duplicate application, temporary shelter issues, suspensions, etc.)

**“A-2”**

The Service Manager may provide the following information to MMAH:

- Applicant’s First Name and Last Name
- Application Number
- Whether an Applicant:
  - is on a social housing waiting list or would be eligible to be on the list
  - would qualify for the special priority household category under O. Reg. 367/11 of the *Housing Services Act, 2011* as a survivor of domestic violence or survivor of human trafficking
  - is a person experiencing or at risk of homelessness, an indigenous person, senior or person with a disability or is a household that will no longer receive housing assistance as a result of expiring social housing operating agreements/mortgages and or federal/provincial programs
- The amount provided to the Applicant in respect of first and last month’s rent, its method of calculation and the date it was provided
- Any other personal information related to an Applicant or client to resolve any Program related issues (e.g. duplicate application, temporary shelter issues, suspensions, etc.)

**APPENDIX “B-1”**

**OFFICE OF THE CHIEF INFORMATION AND PRIVACY OFFICER, MINISTRY  
OF GOVERNMENT SERVICES, “TAKING THE RIGHT STEPS – A  
GUIDE TO MANAGING PRIVACY AND PRIVACY BREACHES”**

**SEE ATTACHED**



**Information, Privacy & Archives  
Ministry of Government and Consumer Services**

# **Taking the Right Steps – A Guide to Managing Privacy and Privacy Breaches**

**Revised Document**

**April 18, 2007**



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# ABOUT THIS GUIDE

## Purpose

The purpose of this Guide is to help institutions under the Freedom of Information and Protection of Privacy Act prevent, prepare for and respond to any incident involving unauthorized disclosure of personal information (i.e., a privacy breach).

The Guide is divided into two parts:

**Part 1** places the need to address privacy breaches within the broader context of privacy management. Your ability to address privacy breaches will be enhanced if you have a coordinated program designed to protect personal information. A key objective of this Part is to help you manage privacy breaches by providing guidance on how to prevent and prepare for privacy breaches.

This Part will be of particular interest to Chief Administrative Officers and Delegated Decision-Makers responsible for the protection of privacy within institutions.

**Part 2** provides advice on what to do when a breach has occurred. The key objectives of this Part are to help your institution address privacy breaches by:

- increasing awareness of what constitutes a privacy breach;
- creating a standard response process or protocol to enhance consistency of approach across the Ontario Public Service; and
- defining who to notify when a privacy breach has occurred, and providing best practices regarding the timing, method and contents of the notice to the individuals affected by a breach.

This Part will be of particular interest and use to institutions' Freedom of Information and Privacy Coordinators (Coordinators) and Program Managers responsible for responding to privacy breaches.

## Context

This Guide does not replace legislative or other requirements or diminish your responsibility for complying with them. It is intended to supplement the following requirements:



- **Freedom of Information and Protection of Privacy Act (FIPPA):** Institutions subject to FIPPA are required to follow the legislation's rules regarding the collection, use, retention, disclosure and disposal of personal information in their custody or control. Of particular relevance to this Guide are the responsibilities FIPPA places on institutions to secure personal information and protect it from unauthorized access or disclosure.
- **Personal Health Information Protection Act (PHIPA):** PHIPA applies to any institution that is a health information custodian and collects, uses and discloses personal health information. Among other obligations, PHIPA requires custodians to take reasonable steps to protect personal health information from theft, loss, unauthorized use, copying, modification, disposal or disclosure. PHIPA also requires custodians to notify individuals at the first reasonable opportunity if their personal health information is stolen, lost, or accessed by unauthorized persons.
- **Corporate Directives and Guidelines:** In addition to the statutory obligations, institutions are required to follow rules related to privacy, information management, information technology, and security defined in corporate directives, and are encouraged to follow best practices outlined in related guidelines.<sup>1</sup>

## WHAT IS A PRIVACY BREACH?

### Definition

For the purposes of this Guide, a privacy breach is defined as an incident involving unauthorized disclosure of personal information in the custody or control of an institution covered by FIPPA. This would include personal information being stolen, lost, or accessed by unauthorized persons.

### Examples

Circumstances that could lead to a privacy breach include:

- personal information faxed to a wrong number or mailed to a wrong address or person;

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<sup>1</sup> The Ontario Government's directives, guidelines, standards and policies regarding information management and security may be found on the iNetwork Intranet site at: <https://intra.sse.gov.on.ca/inetwork/resourcecentre/Pages/subject.aspx>, and on the Cyber Security Intranet site at: [http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/\(vwReadPagesByRefId\\_Content\)/sec2006.04.27.13.50.07.NWV\\_page?open](http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.04.27.13.50.07.NWV_page?open).

- loss or theft of equipment containing personal information (e.g., memory sticks, disks, laptops, filing cabinets, photocopiers, fax machines or other devices with memory capabilities);
- disposal of equipment without secure destruction of the personal information it contains;
- use of laptops, disks, memory sticks, briefcases or other equipment to store or transport personal information outside of your office without adequate security measures;
- inappropriate use of electronic devices to transmit personal information (e.g., unsecured personal digital assistants, cell phones, or fax machines);
- intrusions into your buildings, file storage containers, or computer systems and networks;
- insufficient controls to protect personal information; and
- insufficient restrictions on access or editing rights to personal information.

## PART 1 – PRIVACY MANAGEMENT

Protection of personal information is a core business function that needs to be effectively managed. Privacy management applies common management principles (e.g., planning, directing, controlling, evaluating) to the personal information collected, used, disclosed, retained and destroyed by institutions. It involves establishing and following disciplined and consistent practices for the management of personal information. To be effective, it also requires leadership and a commitment to privacy protection at all levels of your organization.

An effective privacy management program will:

- **Define Roles and Responsibilities:** The head of an institution is accountable for compliance with FIPPA. In most institutions, some or all of the powers or duties of a head will have been delegated to an officer or officers (e.g., Delegated Decision-Makers and Coordinators). However, the management of privacy needs to be an institution-wide initiative, engaging staff at all levels. Your staff are accountable for protecting the personal information in their custody and control.
- **Align Business Practices:** Integrate the protection of personal information into your programs, systems, and policies and use tools (e.g., Privacy Impact Assessments) that require you to consider privacy on a proactive basis. The public expects government services to be provided on a cost-effective basis. It is easier and less expensive to build privacy protective measures into technology, contracts,

programs, practices and business continuity plans from the beginning, than to retrofit them after privacy breaches occur. Therefore, consider privacy when identifying your strategic priorities, deliverables and performance measures. Privacy should not be an after-thought.

- **Educate and Enhance Awareness:** Education about privacy, as well as FIPPA's requirements, will help your staff understand why privacy is important and how to protect it. Education and awareness are vital to creating a culture of privacy.<sup>2</sup>
- **Monitor and Evaluate Privacy Management Program:** Proper oversight is crucial to the success of any program. Therefore, periodically review your privacy policies and practices, and commit to ongoing improvement in compliance.

Privacy management programs will differ according to institutions' needs and capacity. An institution with limited personal information holdings will have different needs than an institution with a high volume of transactions involving sensitive personal information. This customization of approach is necessary and useful to enable your institution to meet the specific needs of your clients and programs.

Addressing privacy breaches is an important part of your institution's privacy management programs. When a privacy breach occurs, both the individuals affected by the breach and the institutions involved are potentially vulnerable to adverse consequences:

**Individuals:** Unauthorized disclosure of personal information violates an individual's privacy. It creates the potential for harm, including identity theft and other forms of fraud, physical safety issues such as stalking or harassment, financial loss, adverse impact on employment or business opportunities, and damage to reputation.

**Institutions:** In addition to not meeting the legal requirements of FIPPA, there are other consequences, including:

- reduced productivity as staff respond to a breach or deal with a complaint;
- lost public trust and confidence due to public disclosure of a major privacy breach;
- cost of emergency measures necessary to control a breach; and
- replacement costs of hardware, software and data affected by the breach.

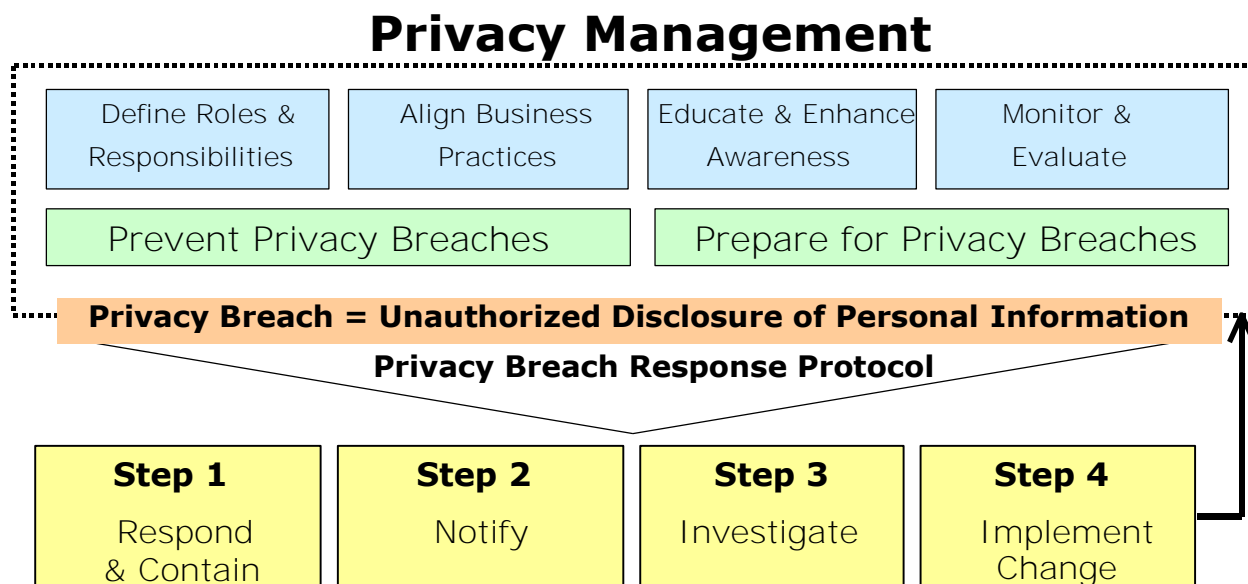
Preventing privacy breaches, and preparing to respond to them, are critical components of privacy management.

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<sup>2</sup> The Centre for Learning and Leadership offers several classroom and e-learning courses on privacy.

Figure 1 illustrates how an over-arching privacy management program helps you address privacy breaches.

Figure 1 – Privacy Breach Response Protocol within Privacy Management Context



## Prevent Privacy Breaches

Three areas are of particular importance to your efforts to prevent privacy breaches:

- **Education:** Staff (at all levels) need to understand their responsibilities to comply with FIPPA, and how to protect personal information in their work activities.
- **Security:** An effective security program is essential to prevent privacy breaches. As threats to security are ever-changing, there is no one type of security program that would mitigate the risks of all types of privacy breaches. Physical, technical and procedural safeguards appropriate to your programs and the scope and nature of the personal information in your custody and control need to be included in your security program.<sup>3</sup>
- **Third Parties:** If third party service providers collect, use, retain, disclose or destroy any personal information on your behalf, require them to implement and maintain appropriate security and privacy safeguards. Take reasonable steps to monitor and enforce their compliance with the privacy and security requirements defined in your contracts or service agreements.<sup>4</sup>

<sup>3</sup> See Office of the Information and Privacy Commissioner/Ontario (IPC) Order HO-004 for discussion of security regarding mobile computing devices at: [http://www.ipc.on.ca/images/Findings/up-3ho\\_004.pdf](http://www.ipc.on.ca/images/Findings/up-3ho_004.pdf).

<sup>4</sup> See the Guidelines for the Protection of Information When Contracting for Services for additional information at:

The use of the tools outlined below will help you prevent privacy breaches by identifying inappropriate information management practices and inadequate security and privacy measures. [Appendix 1](#) contains a checklist of key questions to help you identify areas, policies and practices that need to be improved in order to prevent privacy breaches.

## **Privacy Audit**

The purpose of a privacy audit, which is a self-assessment tool, is to identify:

- your personal information holdings;
- the information needs of your program areas or corporate functions; and
- your existing privacy and information management policies, practices and procedures.

A privacy audit will help you determine the extent to which personal information in your institution's custody and control is maintained in accordance with FIPPA (i.e., identify short-falls).<sup>5</sup>

## **Privacy Impact Assessment**

The purpose of a Privacy Impact Assessment is to help you identify the:

- internal and external risks to privacy of a proposed initiative (e.g., new technology, information system, or program) in advance of implementation; and
- measures to address those risks – one of which could be a privacy breach if the initiative proceeds without sufficient safeguards in place.<sup>6</sup>

## **Threat/Risk Assessment**

The purpose of a Threat/Risk Assessment is to:

- assess security threats and vulnerabilities;
- document your existing security measures; and

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<https://intra.sse.gov.on.ca/inetwork/resourcecentre/Documents/Guidelines%20for%20the%20Protection%20of%20Information%20when%20Contracting%20for%20Services.pdf>.

<sup>5</sup> The Guide and Checklist for Managing Personal Information is available on the IPA Intranet site: <https://intra.sse.gov.on.ca/inetwork/resourcecentre/Documents/Guide%20and%20Checklist%20for%20Managing%20Personal%20Information.pdf>.

<sup>6</sup> The Privacy Impact Assessment guides and tools are available on the IPA Intranet site at: <https://intra.sse.gov.on.ca/inetwork/managinginformation/privacy/Pages/pia.aspx>.

- recommend appropriate and necessary security safeguards.

This tool will help you identify security issues that could have bearing on the protection of personal information and contribute to a privacy breach.<sup>7</sup>

## **Prepare for Privacy Breaches**

Despite your best efforts, privacy breaches will occur and, in order for you to be able to respond in a timely and effective manner, planning is essential. Focus your efforts on the four areas, outlined below, when preparing to respond to privacy breaches.

To help you prepare to respond to a privacy breach in a timely and effective manner, consider and answer the questions outlined in checklist in [Appendix 1](#).

### **1. Privacy Breach Response Plan**

Develop a plan that documents how the four steps of the privacy breach response protocol, outlined in Part 2 of this Guide, are adapted and applied in your institution. The creation of a response plan may involve documenting your existing practices for dealing with privacy breaches.

One of the key components of a response plan is defining when a privacy breach needs to be reported to your Deputy Minister's Office. The Deputy Minister is responsible for determining if a breach needs to be reported to your Minister's Office.

Having such a plan will enable you to respond to privacy breaches in a coordinated manner. As part of your privacy management program, evaluate the effectiveness of your response plan annually and implement changes, as necessary.

### **2. Privacy Breach Response Coordinator**

Designate one person as responsible and accountable for developing your privacy breach response plan and for coordinating the implementation of that plan. Having this coordinating role helps rationalize planning and preparation, as well as enhances continuity and consistency of approach for privacy breaches.

In most institutions, the Freedom of Information and Privacy Coordinator would be the logical choice for coordinating the development and implementation of a privacy breach response plan given their knowledge and experience.

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<sup>7</sup> Information about the Threat/Risk Assessment is available on the Cyber Security Intranet at: [http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/\(vwReadPagesByRefld\\_Content\)/sec2006.06.26.09.57.49.JDN\\_page?open](http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefld_Content)/sec2006.06.26.09.57.49.JDN_page?open).

### **3. Privacy Breach Response Team**

Identifying key players or creating a “response team” in advance of a privacy breach will help you prepare. If you already have a privacy working group or committee, involve them in preparing for and responding to privacy breaches.

The roles and responsibilities of the players involved in responding to a privacy breach are interdependent. All players responding to a breach need to work in a co-ordinated manner as a team. Strong communication amongst the players and consistent practices makes the handling of a privacy breach more effective and efficient.

Part 2 of this Guide outlines the key players that need to be involved in all privacy breaches.

### **4. Third Parties**

Under FIPPA, your institution need not have custody of personal information to be responsible for its protection. As with prevention, if third party service providers collect, use, retain, disclose or destroy personal information on your behalf, in your contracts and service agreements require them to:

- be prepared to respond to privacy breaches in a manner consistent with your privacy breach response plan; and
- immediately report breaches to a designated contact at your institution.

## **PART 2 – PRIVACY BREACH RESPONSE PROTOCOL**

While Part 1 focuses on privacy management and the need for your institution to take action to prevent and prepare for privacy breaches, this Part of the Guide focuses on what you need to do once a privacy breach has occurred.

### **Key Players in Responding to Privacy Breaches**

The areas and positions needed to respond to a privacy breach will vary according to the nature of the institution and the type of breach. However, the following players need to be involved when your institution responds to any privacy breaches. The allocation of responsibilities may shift depending upon an institution’s business practices.

**Staff:** Staff, in all areas and at all levels of your institution, will play key roles in identifying, documenting and containing a breach. Staff dealing with clients or the public on a regular basis (e.g., Call Centre personnel) need to be aware of what to do if a privacy breach is reported by an external source.

**Program Manager:** Program Managers will be responsible for alerting the Coordinator of a breach or suspected breach and working with the Coordinator to implement the four steps of the response protocol. They need to be familiar with this Guide, your institution's privacy breach response plan, the identity and contact information of the Coordinator and delegates, and fully understand their own role and responsibilities in the process.

**Freedom of Information and Privacy Coordinator:** The Coordinator will play a central role in your institution's response to a privacy breach by:

- identifying the privacy implications of a breach and providing advice to the area(s) affected by the breach;
- ensuring the appropriate players are notified or involved in responding to the breach; coordinating your institution's activities, products and communications; and
- acting as the point of contact for the Office of the Information and Privacy Commissioner/Ontario (IPC) and the Information, Privacy and Archives Division (IPA), Ministry of Government and Consumer Services (MGCS).

**Delegated Decision-Maker:** In most institutions, the responsibility for protecting the personal information affected by the privacy breach will have been delegated to an identified position, known as a Delegated Decision-Maker. These individuals are key decision-makers in responding to privacy breaches and, therefore, need to be familiar with your institutions' response plan and their role and responsibilities.<sup>8</sup>

**Third Party Service Provider:** Increasingly, institutions use third parties to carry out or manage programs or services on their behalf. In such circumstances, institutions usually retain responsibility for protecting personal information in accordance with FIPPA. Therefore, third party service providers need to know their roles and responsibilities if a privacy breach occurs when they have custody of personal information. Require your service providers to inform you of all actual and suspected privacy breaches.

## Additional Resources

Depending upon the nature of a breach, it may be appropriate for your Coordinator or the Program Manager of the area affected by the breach to consult with or involve other appropriate areas, such as the following:

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<sup>8</sup> If your institution does not have a Delegated Decision-Maker, the Director or Manager of the program area could assume this role.



**Legal Services:** The legal ramifications of a privacy breach need to be identified, including the impact on contracts with third party service providers. Seek legal guidance if there is reason to believe a breach is the result of a criminal act and law enforcement needs to be contacted.

**Information Technology:** Information technology staff have the technical skills necessary to identify a privacy/security breach, analyze what has happened and what needs to be done to contain the breach, as well as to implement short- and long-term measures to protect personal information (e.g., changing access controls, strengthening firewalls, taking systems off-line, etc.).

**Issues Management/Communications:** Involve this area if there is a need to develop and implement an issues management strategy (i.e., if a breach has or is likely to become a matter of public interest), or to inform the media and, by extension, the public (within the constraints imposed by FIPPA, security needs and law enforcement interests).

**Contingency/Disaster Planning:** If a privacy breach occurs as part of a larger incident within your institution or across institutions, your Coordinator will work with the appropriate areas or individuals responsible for contingency or disaster planning. **Human Resources:** Involve your human resources area when a staff member is the possible target of an incident or is suspected of causing a privacy breach.

**Physical Security/Facility Management:** Involve your physical security and facilities management areas if a privacy breach occurs as a result of a failure of physical security measures, or if access to facilities is necessary (e.g., a compromised workstation is locked in an office).

**Emergency Management and Security:** This area is responsible for administering the personnel screening checks and needs to be notified if a privacy breach has implications on a security clearance (e.g., theft of personal information by a contractor).

**IPA/Other Coordinators:** For advice on how to respond, consult the IPA or other institutions' Coordinators with experience managing privacy breaches.

## Four-Step Protocol

Given the diversity of institutions and the varied nature of privacy breaches, no "one size fits all" response protocol is possible or practical. You will need to tailor your actions to ensure they are proportional and appropriate to each privacy breach. There are, however, a number of essential steps to be followed when any privacy breach occurs:

1. Respond and Contain
2. Notify

### 3. Investigate

### 4. Implement Change

These steps may need to take place simultaneously, or in rapid succession, depending upon the circumstances. Each step does not have to be completed before beginning the next.

Each step of the protocol is described below and includes suggested roles and responsibilities for the key players. [Appendix 1](#) contains a checklist of key questions to consider and answer when determining if you have taken adequate or appropriate measures to complete each step.

## **Step 1 – Respond and Contain**

Initiate this step as soon as a privacy breach, suspected breach or attempt at unauthorized access has been discovered. Within this one step, five actions are critical:

1. report the privacy breach to key players within the institution, to the IPA and, if necessary, to law enforcement;
2. assess the situation to determine if a breach has occurred and what needs to be done;
3. contain the privacy breach;
4. document the breach and containment activities; and
5. brief senior management.

### **1. Report**

**Internal Reporting:** A privacy breach or suspected breach needs to be reported to the Program Manager of the area affected by the breach, your institution's Coordinator, and the Delegated Decision-Maker responsible for the area involved in the privacy breach.<sup>9</sup>

**IPA, MGCS:** Your Coordinator needs to inform the IPA of all privacy breaches within 24 hours of discovery. In addition, alert the IPA if you plan to report a privacy breach to your Deputy Minister's Office.<sup>10</sup>

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<sup>9</sup> Notify the Program Area Director if there is no Delegated Decision-Maker.

<sup>10</sup> The IPA acts as an advisor to the minister responsible for the administration of FIPPA and, therefore, needs to be aware of any escalating privacy issues.

**Law Enforcement:** If you think a privacy breach involves illegal activities, the Program Manager or Coordinator needs to report the breach to the appropriate law enforcement agency. Consult your Legal Services Branch and Deputy Minister’s Office prior to contacting law enforcement.

Key Players	Suggested Responsibilities
Staff	<p>Inform your Manager immediately upon becoming aware of a breach or suspected breach.</p> <p>Provide the Manager with as much information as known at the time (e.g., what happened, when, how breach was discovered, and if any corrective action has already been taken).</p> <p>If Manager is unavailable, escalate reporting of breach to the next level of management.</p>
Program Manager	<p>Alert the Coordinator and provide as much information about the breach or suspected breach as is currently available.</p> <p>After appropriate consultation, contact law enforcement, if necessary.</p>
Coordinator	<p>If a privacy breach is identified by external source (e.g., individual, other institution, third party service provider, or IPC), contact appropriate area(s) to respond to the breach.</p> <p>Report breach and provide updates to the IPA.</p>
Third Party Service Provider	<p>Inform designated party at institution as soon as a privacy breach or suspected breach discovered.</p> <p>Fulfill contractual obligations.</p>

## 2. Assess

Once an incident or suspected incident has been reported to your Program Manager and Coordinator, they need to immediately determine if a privacy breach has occurred. In making this assessment, two important questions need to be answered:

### Is personal information involved?

Not all data in the custody or control of an institution is personal information. Therefore, the first part of your assessment is to identify the type of information affected by the incident.

**Definition:** Personal information is defined in subsection 2(1) of FIPPA as recorded information about an identifiable individual (i.e., natural person) and includes, but is not limited to: race, nationality, religion, age, sex, marital status, education, medical or criminal history, financial information, identifying numbers, address, telephone number, fingerprints, blood type, and opinions. The definition of personal information is not exhaustive – an institution may have other types of personal information in its custody or control.

Personal information may include information that is not recorded (e.g., a verbal disclosure). Also, if there is a reasonable expectation that an individual can be identified from the information disclosed (either alone or when combined with other information), such information will likely qualify as personal information.

**Has an unauthorized disclosure occurred?**

Unauthorized disclosure, whether it is intentional, inadvertent, or as a result of a criminal activity, is the defining activity for privacy breaches. It is the “threshold” or “trigger” mechanism for the application of this Guide.

If the answer to both questions is “yes”, a privacy breach has occurred and you need to follow the rest of the privacy breach response protocol outlined in this Guide.

**Note:** Institutions have a responsibility to protect personal information and to secure general records, particularly sensitive records.<sup>11</sup> Respond to security breaches involving general records in accordance with established rules and regulations. Report incidents involving unauthorized collection, use, retention or disposal of personal information to your Coordinator.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: <ul style="list-style-type: none"> <li>▪ Obtain all available information about the nature of the breach or suspected breach (e.g., when, where, whose personal information involved, how much personal information involved, verbal disclosure or hard copies involved, etc.).</li> <li>▪ Determine what happened (e.g., did a privacy breach actually occur, what personal information was involved, etc.?) and what needs to be done.</li> <li>▪ Answer questions in Step 1 Checklist related to</li> </ul>

<sup>11</sup> The Information Security & Privacy Classification Policy and the Information Security & Privacy Classification Operating Procedures are available at: [http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/\(vwReadPagesByRefld\\_Content\)/sec2006.06.26.12.06.06.LVU\\_page?open](http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefld_Content)/sec2006.06.26.12.06.06.LVU_page?open)

Key Players	Suggested Responsibilities
	assessing a privacy breach.

### 3. Contain

Take immediate action to contain a privacy breach and to alleviate its consequences for both the individuals whose personal information was involved in the incident and your institution.

Key Players	Suggested Responsibilities
Program Manager	<p>Work with Coordinator to:</p> <ul style="list-style-type: none"> <li>▪ Undertake all appropriate action to contain breach and mitigate its impact.</li> <li>▪ Answer questions in Step 1 Checklist related to containing a privacy breach.</li> </ul>
Coordinator	<p>Involve all appropriate parties in responding to privacy breach (e.g., Legal Services, Information Technology, Human Resources, Facility Management, etc.).</p> <p>Provide advice on appropriate steps to respond to a privacy breach.</p> <p>Work with the IPA, as required, if privacy breach impacts multiple institutions.</p>
Third Party Service Provider	<p>Take all necessary action to immediately contain the privacy breach.</p> <p>Fulfill contractual obligations.</p>

### 4. Document

Documenting the details of a privacy breach and your containment activity allows you to implement the correct remedial measures, respond to an investigation by the IPC, and evaluate your institution's response. Such an evaluation is an important part of privacy management.

Key Players	Suggested Responsibilities
Staff	<p>Document what happened (e.g., staff disclosed personal information without authority, intruder, third party service provider alert, equipment containing personal information lost or stolen, etc.), when, how breach was discovered, and what corrective action was taken.</p> <p>If breach identified by external source (e.g., individual, other institution, or third party service provider), document information provided, including contact information for follow-up, and any instructions given to reporting party (e.g., asking caller to mail back documents sent to wrong address). Immediately report breach to Manager.</p>
Program Manager	Ensure details of breach and corrective action are appropriately documented.
Third Party Service Provider	<p>Document what happened (e.g., staff disclose personal information without authority, intruder, equipment containing personal information lost or stolen, etc.), when, how breach was discovered, and what corrective action was taken.</p> <p>Fulfill contractual obligations.</p>

## 5. Brief

Briefing senior management and, potentially, your Minister's Office is another crucial part of internal reporting, and needs to be done at the discretion of your Coordinator, Delegated Decision-Maker and Deputy Minister's Office. The Deputy Minister will determine if briefing your Minister's Office is necessary.

It is recommended you report any privacy breach to your Deputy Minister's Office in the following circumstances:

- There is reasonable expectation of risk of harm to the individuals whose personal information is involved in the breach.
- The personal information at issue in the breach is very sensitive (e.g., personal health information).
- The scope of the breach is large in terms of the number of individuals affected or the amount of personal information disclosed.
- The scope of the breach is unknown and, therefore, you cannot immediately implement the steps necessary to contain it.

- The breach is the result of an unlawful act and law enforcement needs to be notified.
- The breach was identified to your institution by the media or the IPC.
- The breach is likely to result in media coverage.

When briefing your senior management or Deputy Minister’s and Minister’s Offices, include the following information:

- The nature and scope of the privacy breach (e.g., how many people are affected, what type of personal information is involved, the extent to which you have contained the breach) or, if the nature and scope are not known at the time of the briefing, that they are still to be determined.
- What steps you have already taken, or will be taking, to manage the privacy breach.
- Your plans to notify the individuals affected by the privacy breach and, if appropriate, the IPC and other parties.
- Your timetable for providing senior management with regular updates about the breach and your ongoing management of it.

Depending upon the nature of the privacy breach and your institution, it may be appropriate to brief your senior management, Deputy Minister’s and Minister’s Offices early in the response process. This will enable them to know what has occurred and how you are managing the privacy breach (i.e., what actions you are taking and planning, and when they will be updated on developments). This initial briefing may need to occur before you have fully completed your investigation.

Keeping senior management and the Deputy Minister’s and Minister’s Offices informed throughout the life cycle of a privacy breach will help them understand how your institution is addressing the breach and mitigating its consequences.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: <ul style="list-style-type: none"> <li>▪ Evaluate the circumstances of the privacy breach (outlined on pages 19 and 20) to determine its severity and scope, in consultation with Legal Services and Issues Management/Communications.</li> <li>▪ Develop briefing materials, including recommendations on:               <ul style="list-style-type: none"> <li>- response activities to manage the breach;</li> <li>- notice to the individuals affected by the breach</li> </ul> </li> </ul>

Key Players	Suggested Responsibilities
	<p>and the IPC; and</p> <ul style="list-style-type: none"> <li>- need to report the breach to the Deputy Minister's Office.</li> </ul> <ul style="list-style-type: none"> <li>▪ Brief Delegated Decision-Maker(s) responsible for protection of the personal information involved in the privacy breach, as appropriate throughout the course of your institution's response.</li> </ul>
Coordinator	If a privacy breach is to be reported to your Deputy Minister's Office, inform the IPA.
Delegated Decision-Maker (if other than the Deputy Minister)	<p>Brief senior management and, if appropriate, the Deputy Minister's Office, as necessary.</p> <p><b>Note:</b> The Deputy Minister will determine if briefing the Minister's Office is necessary.</p>

## **Step 2 – Notify**

In addition to the reporting outlined in Step 1, there is a need to notify other parties of the privacy breach, including, most importantly, the individuals whose personal information was involved in the incident (i.e., the data subject).

### ***Data Subject***

Notifying the data subject of a privacy breach should be your default course of action when one has occurred. The purpose of providing notice of a privacy breach to the individuals whose personal information was involved in the incident is to provide them with sufficient information about:

- what happened;
- the nature of potential or actual risks of harm; and
- appropriate action to take to protect themselves against harm.

Such notice supports the purposes of FIPPA and your responsibility to protect the privacy of individuals with respect to personal information. It is also consistent with the fair information practices of openness and accountability.



Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: <ul style="list-style-type: none"> <li>▪ Determine if there is a compelling reason for not notifying the data subjects of the privacy breach.</li> <li>▪ If no, determine content, timing and method of notice in accordance with the best practices (below).</li> <li>▪ Ensure notice is undertaken in an approved and coordinated manner.</li> <li>▪ Ensure there is adequate support available to notified individuals.</li> <li>▪ Answer questions in Step 2 Checklist related to notifying data subjects.</li> </ul>
Delegated Decision-Maker	Approve all decisions regarding notice to all external parties (e.g., data subject or IPC).
Third Party Service Provider	Participate in notifying the individuals affected by the breach in accordance with contractual obligations.

Below are listed best practices regarding the timing, method and content of notices to the individuals affected by a privacy breach.

### Timing of Notice

- Notify as soon as reasonably practicable.
- Do not compound the potential harm caused by a privacy breach by providing premature notice based on incomplete facts or taking any action that might make identity theft or other harm more likely to occur as a result.
- Delay notice if:
  - law enforcement determines immediate notice would impede a criminal investigation; or
  - the breach resulted from a security or information system failure, restore and test the integrity of the system before disclosing details of the breach.
- Provide notice to the data subjects as soon as the reason for delay has been resolved.

## **Method of Notice**

- Make every reasonable effort to directly notify each individual of the privacy breach if identities and contact information of the individuals affected by a privacy breach are known.
- Ensure notice is provided to correct individual and avoid false positives (i.e., when the notice is given to individuals whose personal information was not involved in the breach). Document the process for determining who will be notified.
- Determine if personal representatives or other authorized parties need to be notified instead of the data subject due to issues of capacity, age, language, etc.
- Determine if the seriousness or scope of the privacy breach warrants some kind of indirect notice using public communications channels (e.g., website or media) if direct notification is not possible or reasonably practicable.

*If notifying by telephone or in person:*

- Develop a script so each data subject receives consistent and complete information.

*If notifying in writing:*

- Send written notice by mail to the last known mailing address, by another means that can prove receipt of the notice, or deliver it personally.
- Send or deliver notices separately from any other mailings from your institution.
- Identify your institution on the envelope.
- Format in manner that makes your notice readable, understandable and useful.

## **Content of Notice**

- Make every reasonable effort to provide consistent messaging, particularly when notice is to be provided verbally by multiple players.
- Include the following information in written or verbal notices to the individuals affected by a privacy breach:
  - clear identification of your institution and contact information (e.g., a toll-free telephone number, website and postal address) of the individual/area where notice recipient can make inquiries, verify validity of notice and obtain additional information about the breach;
  - a brief description of what happened and when;

- to the extent possible, a generic description of the types of personal information involved in the breach, including if any unique identifiers or sensitive personal information were involved in the breach.
- a description of what you have done or are doing to contain the breach, mitigate its impact, investigate the cause and protect against any further breaches;
- a brief explanation of the potential or actual risks or threats to individuals impacted by the breach;
- an explanation of what action individuals can take to protect themselves, given the nature of the privacy breach (e.g., if identity theft is a reasonable possibility, advise the data subjects to contact their bank, credit card company, credit reporting bureau to inform them of the breach; check and monitor all bank accounts, credit card and other financial statements for any suspicious activity; and obtain a copy of their credit report);
- identify sources where individuals can find more information on identify theft, if reasonably likely to occur, and where they can report occurrences;
- an explanation of the types of assistance available to individuals from the institution or other sources;
- an indication if you have contacted the IPC and if it is investigating the privacy breach;
- a brief explanation of the individual's right to complain to the IPC about your institution's handling of their personal information; and
- contact information for the IPC.

## **Exceptions**

Notifying the individuals affected by a privacy breach may not be appropriate, reasonably possible, or necessary in the following limited circumstances:

- law enforcement determines notice would impede a criminal investigation;
- notice is not in the individual's interest (e.g., notice could potentially endanger an individual or result in greater harm to the individual);

- notice would serve no useful purpose<sup>12</sup> (e.g., if all the personal information involved in the privacy breach is: already publicly available; recovered before an unauthorized party could possibly access it; or protected by technology, such as encryption, that would mean unauthorized access and use of the data is not reasonably possible); or
- it is not possible to provide notice (e.g., identity of individuals affected by breach is not known).

If you are considering not notifying the data subjects of a privacy breach, consultation with the IPA is recommended.

### **Office of the Information and Privacy Commissioner/Ontario**

Determine if notifying the IPC is appropriate. Notice to the IPC is recommended when privacy breaches involve sensitive personal information or large numbers of individuals, or when the risk of harm to the data subjects is high.

The IPC will be able to provide advice and support to your institution response to a breach.

<b>Key Players</b>	<b>Suggested Responsibilities</b>
Program Manager	Work with Coordinator to determine if IPC needs to be notified of privacy breach.
Coordinator	Contact IPC, if appropriate.

### **Other Parties**

Depending upon the nature of the incident, it may be necessary or appropriate to notify other external parties of a privacy breach (e.g., other institutions or jurisdictions, technology suppliers, etc.). The Program Manager, Coordinator and Delegated Decision-Maker will need to make this determination on a case-by-case basis. Involve Legal Services in this decision if legal or contractual obligations are affected by a privacy breach.

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<sup>12</sup> In an order related to a specific privacy breach under PHIPA, the IPC found that, in the absence of evidence that any records were lost or stolen, notifying potentially thousands of patients whose records were abandoned but later recovered by the IPC, would serve no useful purpose. Notice in this case would be based on a remote possibility of unauthorized access rather than a probability. IPC Order HO-003, December 2006, pp. 9-10.

Key Players	Suggested Responsibilities
Delegated Decision-Maker	If privacy breach impacts other institutions, organizations, third parties or jurisdictions, notify appropriate parties in accordance with Memoranda of Understanding or other defined protocols, as necessary.

### **Step 3 – Investigate**

#### ***Internal***

Once you have contained the privacy breach:

- identify and analyze the events that led to the privacy breach;
- evaluate what you did to contain it; and
- recommend remedial action to help prevent future breaches.

In most circumstances it will be appropriate for you to investigate your own privacy breaches. Depending upon the nature and scope of the breach, you may want to involve your internal audit programs in this process.

Document the results of your internal investigation including:

- background and scope of your investigation;
- legislative implications;
- how you conducted the assessment (who did it, who was interviewed, what questions asked, what policies and practices considered, etc.);
- the source and cause of the privacy breach;
- an inventory of your systems and programs affected by the breach;
- determination of the adequacy of your existing security and privacy policies, procedures and practices;
- assessment of the effectiveness of your institution’s response to the breach (i.e., implementation of Step 1 and Step 2); and
- findings including a chronology of events and recommendations for remedial actions.

Inform your senior management of the results of the investigation so they can act upon the recommendations.

One of the most important outcomes of a privacy breach is for your institution to learn from the incident. A “lessons learned” meeting with all parties involved in the breach and response will help you evaluate your existing privacy/security measures and your incident-handling process, and identify necessary changes and improvements.

Each investigation will result in a set of documents outlining the chronology of the privacy breach, the analysis of your response, and the required remedial steps. Over time, this information will help you identify systemic privacy or security weaknesses and threats.

<b>Key Players</b>	<b>Suggested Responsibilities</b>
Program Manager and Coordinator	Work together to assess the privacy breach and your institution’s response, to document findings, and to answer questions in Step 3 Checklist related to investigating privacy breaches.  Involve other parties in investigation, as necessary.
Delegated Decision-Maker	Review internal investigation reports and approve required remedial action.
Third Party Service Provider	Undertake full assessment of privacy breach, in accordance with contractual obligations.

***Office of the Information and Privacy Commissioner/Ontario***

Depending upon the nature of a privacy breach, the IPC may investigate and publicly report on the incident. If this occurs, cooperate fully with the IPC.

Your Coordinator needs to play a key role in your institution’s activities, products and communications with the IPC.

<b>Key Players</b>	<b>Suggested Responsibilities</b>
Program Manager	Make all appropriate information and documents available.
Coordinator	Coordinate your institution’s activities and communication with IPC.
Delegated Decision-Maker	Review IPC investigation report and approve required remedial action.

## **Step 4 – Implement Change**

When determining what changes and remedial action needs to be implemented, consider if it is necessary to:

- review your relevant information management systems to enhance compliance with FIPPA;
- amend or reinforce your existing policies and practices for managing and safeguarding personal information;
- develop and implement new security or privacy measures;
- train your staff on legislative requirements, security and privacy policies, practices and procedures to reduce the potential of future breaches; or
- test and evaluate remedial actions to determine if they have been implemented correctly, and if your policies and practices need to be modified.

In addition, evaluate whether the notice to the data subjects and other relevant parties was effective (e.g., was it done in a reasonably timely manner, were the tone and content of the notice appropriate, and was there sufficient support provided to data subjects?).

<b>Key Players</b>	<b>Suggested Responsibilities</b>
Program Manager	<p>Ensure all appropriate remedial action is undertaken, including necessary modifications to privacy and security measures, policies, practices and procedures.</p> <p>Work with Coordinator to train staff in a timely and effective manner.</p> <p>Follow-up to assess effectiveness of remedial action. Make changes, as necessary.</p>
Coordinator	<p>Evaluate effectiveness of your institution's response to particular breach, as well as your response plan, and implement improvements, as necessary.</p> <p>Work with Program Manager to answer questions in Step 4 Checklist related to remedial actions and their implementation.</p>
Delegated Decision-Maker	<p>Monitor implementation of remedial action.</p>

<b>Key Players</b>	<b>Suggested Responsibilities</b>
Third Party Service Provider	Take all necessary remedial action to decrease risk of future privacy breaches (e.g., training, enhanced security measures, etc.), in accordance with contractual obligations.



## HELPFUL RESOURCES

Access and Privacy Branch, Alberta Government Services, Conducting a Privacy Audit, December 2004.

British Columbia Medical Association, Office of the Information and Privacy Commissioner for British Columbia, and the British Columbia College of Physicians and Surgeons, Key Steps for Physicians in Responding to Privacy Breaches, June 2006.

British Columbia Medical Association, Office of the Information and Privacy Commissioner for British Columbia, and the British Columbia College of Physicians and Surgeons, Physicians and Security of Personal Information, June 2006.

Office of the Information and Privacy Commissioner for British Columbia, Key Steps in Responding to Privacy Breaches, December 2006.

Office of the Information and Privacy Commissioner for British Columbia, Guidelines for Handling a Privacy Breach, October 2005.

Office of the Information and Privacy Commissioner for British Columbia, Privacy Breach Reporting Form, November 2006.

Office of the Information and Privacy Commissioner/Ontario and Office of the Information and Privacy Commissioner for British Columbia, Breach Notification Assessment Tool, December 2006.

Office of the Information and Privacy Commissioner/Ontario, A Privacy Breach Has Occurred – What Happens Next?, Presentation, September 14, 2001.

Office of the Information and Privacy Commissioner/Ontario, Privacy Assessment: The University Health Network's Response to Recent Breaches of Patient Privacy, July 30, 2002.

Office of the Information and Privacy Commissioner/Ontario, What to do if a privacy breach occurs: Guidelines for government organizations, Revised December 15, 2006.

Office of the Information and Privacy Commissioner/Ontario, What to do When Faced With a Privacy Breach, Guidelines for the Health Sector, June 2006.

## APPENDIX 1 – CHECKLISTS

The following questions can help you identify areas, policies and practices that may need to be improved in order to effectively manage privacy and to prevent, prepare for and respond to privacy breaches.

<b>Prevent Privacy Breaches Checklist</b>
<p><b>Education</b></p> <p>How is staff trained on FIPPA and your institution’s policies, procedures and practices for protecting personal information? How is effectiveness of training determined?</p> <p>Is accountability for privacy protection understood by staff at all levels?</p> <p>How is privacy awareness promoted across your institution?</p> <p>How are the policies, procedures and practices for managing personal information communicated to staff?</p> <p>How is staff informed of new privacy and security issues to be addressed that result from internal reviews, privacy breaches, public complaints and court decisions, or from changes in technology and information management practices?</p>
<p><b>Security</b></p> <p>Are security responsibilities clearly defined and subject to performance evaluation?</p> <p>What are the reasonably foreseeable risks to the security of personal information? Are existing safeguards (physical, technical and procedural) effective at addressing those risks? If not, what needs to be done to implement adequate safeguards?</p> <p>Do the security measures, including policies, practices and procedures, meet the requirements of FIPPA (i.e., protect personal information from unauthorized access, collection, use, disclosure, copying, modification or destruction) and corporate directives and guidelines?</p>

## Prevent Privacy Breaches Checklist

Are intrusion detection technology, policies and procedures in place for identifying, documenting (e.g., audit trail), reporting and responding to security incidents (i.e., actual and attempted attacks or intrusions)?

Is access to personal information (internal and external) limited to users with legitimate needs, and are appropriate controls and authentication measures in place?

What safeguards are in place to ensure personal information is not removed from your offices unless necessary, and that appropriate precautions are in place to protect the security and integrity of the information when outside your offices?

Are appropriate security measures in place for the disposal of personal information and destruction of equipment that may store personal information (e.g., computers, disks, memory sticks, disks, laptops, cell phones, personal digital assistants, filing cabinets, photocopiers, fax machines or other devices with memory capabilities)?

Are appropriate security measures in place for mobile devices, remote access from external network connections, and transmission of personal information over the Internet or other public networks?

How are security safeguards evaluated and adjusted to address new or emerging threats, a material change to your institution's programs or systems, personal information holdings, or any other circumstance that may impact your institution's security program? How frequently are security measures tested or otherwise monitored to determine effectiveness?

See also Threat/Risk Assessments Checklist (below).

### Third Parties

Is personal information collected, used, retained, disclosed or destroyed by third party service providers on your behalf?

If so, are third party service providers required, by contract or other measures, to have privacy protection measures that are compliant with FIPPA and your institution's privacy management program? How do you verify the effectiveness of the third parties' privacy protection measures?

## Prevent Privacy Breaches Checklist

### Privacy Audits

Are adequate resources available for developing, implementing and maintaining a privacy management program?

How and why is personal information collected, used, and disclosed?

Is some personal information more sensitive than others? How is the sensitivity identified and are special privacy or security measures in place for this data?

Are the roles and responsibilities related to privacy protection identified and documented?

What steps are in place to minimize the amount of personal information collected, used and disclosed?

How and where does your institution store personal information?

How long do you retain personal information?

Who has access to the personal information and who actually needs to have that access?

Do information handling policies, practices and procedures comply with FIPPA? How are they maintained to keep pace with changes in technology and program needs? How is their effectiveness monitored, enforced and reported?

### Privacy Impact Assessments (PIA)

Is a Privacy Impact Assessment conducted when designing and implementing programs or systems that will require the collection, use or disclosure of personal information or when applying technology to personal information systems?

Is the flow of personal information for a proposed new program or system, or change to an existing program or system, understood and documented?

Is your institution following the requirements and process defined in the PIA guides and tools?

How is compliance with FIPPA assessed for a proposed initiative? How will it be verified and reviewed on a go-forward basis?

Have the IPC and stakeholders impacted by the proposed initiative been consulted? What are their concerns and have they been addressed? If not, why not?

## **Prevent Privacy Breaches Checklist**

### **Threat/Risk Assessments (TRA)**

Has a Security Plan been prepared for each of your programs that deal with information and information technology?

How are threats to and sensitivities and vulnerabilities of information identified, and the levels of potential harm and risk assessed?

What are the most likely or serious threats that could lead to a privacy breach (e.g., hacker attack, procedural error, eavesdropping at service counter, lost laptop, etc.)? What measures are in place to counter these threats? Are they effective?

Where are the areas/programs/systems in your institution where there is the greatest likelihood of a privacy breach (e.g., where there is a high volume of transactions involving personal information)?

Is your institution following the OPS TRA requirements and process?

## **Prepare for Privacy Breaches Checklist**

### **Privacy Breach Response Plan**

Do you have an existing privacy breach response plan? If not, how will a plan be developed and implemented?

If yes, when was it last reviewed and updated? Was it approved by all parties/areas that logically would be involved in dealing with most types of privacy breaches, as well as by senior management?

How has the privacy breach protocol outlined in this Guide been adopted and applied to your institution?

Does your privacy breach response plan define the circumstances when a breach will be reported to your Deputy Minister's Office?

Do staff, at all levels, know about your privacy breach response plan, what a privacy breach is, what to do if there is one (e.g., reporting requirements), and how to document details of a breach? If not, what training is required?

Are there templates and forms to facilitate prompt reporting of privacy breaches to appropriate parties?

How will the effectiveness of your response plan be evaluated, by whom and how frequently?

### **Prepare for Privacy Breaches Checklist**

How is your response plan revised to accommodate lessons learned from security incidents or privacy breaches, as well as new risks, technology and other developments? Who is responsible for this?

How are changes to your response plan communicated to players involved in responding to privacy breaches and to your staff?

#### **Privacy Breach Response Coordinator**

Who is responsible and accountable for: 1) developing your response plan, and 2) coordinating your institution's response to a privacy breach?

How is the identity of this individual communicated to staff, at all levels?

Have delegates or back-ups been identified in case the Response Coordinator unavailable at time of a breach?

Is 24/7 contact information of the Response Coordinator and delegates known to staff?

#### **Privacy Breach Response Team**

Who should be involved in: 1) preparing, reviewing and approving your response plan, and 2) responding to a privacy breach (i.e., who are the key players and what are their roles and responsibilities)?

Are response team members aware of their roles and responsibilities?

How is the effectiveness of your response to a privacy breach determined?

Have key players been designated to be available on 24/7 basis? Is their contact information known to staff?

#### **Third Parties**

Do your contracts and service agreements require third party service providers to:

- be prepared to respond to privacy breaches in a manner consistent with your privacy breach response protocol; and
- immediately report breaches to a designated contact at your institution.

## Step 1 – Respond and Contain Checklist

### Report

Have staff reported the privacy breach or suspected breach to their Manager? When and by whom?

Has the Manager reported the privacy breach or suspected breach to Coordinator? When?

Has the Program Manager/Coordinator reported privacy breach to:

- Delegated Decision-Maker – when and by whom?
- Deputy Minister's Office – when and by whom?
- IPA – when and by whom?
- Legal Services – when and by whom?
- Police or other appropriate authorities – when and by whom?
- Other Parties – who, when and by whom?

### Assess

Did a privacy breach occur (i.e., unauthorized disclosure of personal information)?

If no, is there another type of incident report to be completed or action to be taken?

If yes, what happened – describe incident/facts – what (cause of breach such as inadvertent verbal disclosure or theft of a laptop computer), when (date and time of incident), how, where (location), who identified breach (data subject, self-identified or by IPC)?

Whose personal information was affected by the breach (e.g., to whom does the data likely belong)?

What type of personal information was involved (e.g., unique identifiers such as Social Insurance Numbers or Driver's Licence numbers, personal health information, sensitive data)?

Who had custody and control of the personal information involved (e.g., program area, health information custodian, third party service provider)?

If third party service providers involved, are there specific contractual obligations that must be followed?

What medium was the personal information (e.g., oral, electronic or hardcopy)?

What is the likely scope of the privacy breach (i.e., how many individuals/areas/institutions affected)? Are other jurisdictions involved?

## Step 1 – Respond and Contain Checklist

Is the breach the result of illegal activity? Should law enforcement be involved?

Was the privacy breach a one-time occurrence or is there a risk of ongoing or further exposure of the personal information (i.e., would the breach allow unauthorized access to any other personal information)? If the latter, what needs to be done immediately to end the breach and protect the data? Is there a likelihood that a similar, but as-yet-undiscovered, problem exists elsewhere in your institution?

Is there evidence the personal information involved in the breach has been acquired by an unauthorized person and is being, or likely will be, used for unauthorized purposes?

What steps have you already taken to control the breach and mitigate its consequences (e.g., suspend process/activity that caused breach, shut down website or computer system temporarily, change passwords or locks, retrieve copies of records, etc.)?

Are there specific legislative requirements that must be followed (e.g., PHIPA for privacy breaches involving personal health information and health information custodians)?

Have there been any similar or related incidents in the past?

Was the personal information involved in the privacy breach encrypted or protected by other safeguards that would prevent unauthorized access to the personal information?

What potential consequence/harm to the data subject may result from the breach?

- **Identify theft:** most likely to occur when the breach involves Social Insurance Numbers, credit card numbers, driver's licence numbers, personal health numbers, debit card numbers with PIN or any other information that can be used to commit financial fraud.
- **Safety:** when loss of personal information potentially jeopardizes the physical safety of an individual or there is a risk of stalking or harassment.
- **Reputation:** generally associated with loss of sensitive personal information (e.g., mental health records or data that may jeopardize business or employment/business opportunities).
- **Other:** such as when breach may result in a financial loss for the data subject.

What potential consequence/harm to your institution or the public may result from the privacy breach?



## Step 1 – Respond and Contain Checklist

- **Security:** is there the potential to jeopardize the physical safety of your employees, provide access to other assets, or result in future breaches due to similar technical failures?
- **Public health or safety:** does the breach put public health or safety at risk?
- **Public trust:** will the breach result in loss of public trust or confidence? Does the situation require issuing a public statement/notice to reduce fear, or to maintain trust, or to give those directly affected the means to protect themselves or mitigate their own risk or consequences of the breach?
- **Legal:** does the breach constitute a contravention of legislative (e.g., FIPPA or PHIPA) or contractual requirements (e.g., with third party service providers), or might it result in civil litigation?
- **Other:** will breach result in IPC investigation, financial consequences for your institution, questions in Legislative Assembly, media attention?

### Contain

What steps do you need to take immediately to contain/control the breach (e.g., suspend or isolate process/activity affected by breach, shut down website or computer system temporarily, change passwords or locks, etc.)?

Have you taken all necessary steps to retrieve personal information from all sources to which it was inappropriately disclosed (e.g., identify who had unauthorized access to personal information, retrieve hard copies, obtain assurances the parties have not make copies or will use or disclose the data, and document contact information of anyone who may have accessed the personal information involved in the privacy breach in case follow-up is required)?

Have appropriate staff been informed of the breach and provided with instructions on how to control the breach and prevent further unauthorized disclosures of personal information?

Do your policies, procedures, practices need to be changed immediately to contain breach or prevent further breaches?

How are the programs or systems affected by the breach to be monitored for signs of continued problems?

### Document

Are the details of the privacy breach and action taken to contain it and mitigate its consequences being documented? How, by whom and where located?

### Step 1 – Respond and Contain Checklist

#### Brief

Has the Program Manager/Coordinator/Delegated Decision-Maker undertaken all appropriate briefings? When and to whom?

Are any of the circumstances outlined on pages 19 and 20 present? Have you consulted with Legal Services and Issues Management/ Communications to evaluate the severity and scope of the privacy breach?

Does your Deputy Minister's Office need to be briefed?

If a privacy breach has been reported to your Deputy Minister's Office or Minister's Office, have you informed the IPA of this development?

### Step 2 – Notify Checklist

Is notice to be given to individuals affected by the breach? Yes/No

If no, why not? Who approved decision? Has the IPA been consulted on decision not to notify?

If yes, have the best practices related to written or verbal notice been followed? Who should give the notice, how, when? How is consistent notice to be ensured?

If direct notice to the data subject is not possible (e.g., contact information unavailable or identity of data subject unknown), is an alternative approach to notice appropriate?

Should notice been given to the IPC? If so, when and by whom?

Do other parties (e.g., other institutions or jurisdictions) need to be notified of the privacy breach?

Are details of notice process being documented? How and by whom?

**Note:** Institutions under FIPPA that also are health information custodians under PHIPA should follow the notice requirements under subsections 12(2) and 12(3) of PHIPA.

### **Step 3 – Investigate Checklist**

Are you investigating the privacy breach?

If yes, how, by whom, and how findings being documented?  
If no, why not? Is a third party conducting the investigation?

What caused the privacy breach (e.g., accident, deliberate action, internal or external action, insufficient knowledge or training of staff, inadequate security or privacy policies, procedures and practices)?

Does the privacy breach raise systemic issues that need to be addressed across your institution (e.g., lack of staff training, insufficient access controls, firewall deficiencies, etc.) or across government?

Had your institution taken reasonable steps to prevent the privacy breach?

Does your institution's privacy management plan need to be modified as a result of the privacy breach in order to help prevent future breaches and to prepare you to respond to breaches in a more timely and effective manner?

If so, what changes are recommended, how will these be undertaken, by whom and when?

### **Step 4 – Implement Change Checklist**

Were appropriate decision-makers and senior management briefed of results of investigation(s)? When and by whom?

Has implementing your investigation's recommendations been approved? When and by whom? If not, why not?

Is any additional follow-up/report back to the IPC necessary?

How are the recommended remedial measures to be implemented, by whom and when?

How is their effectiveness to be monitored and evaluated? By whom?

**APPENDIX "B-2"**

**OPS CORPORATE POLICY ON PROTECTION OF PERSONAL INFORMATION  
DATED JULY 25, 2011**

**SEE ATTACHED**



## Minister of Government Services

### Corporate Policy on Protection of Personal Information

July 25, 2011

**FINAL APPROVED**

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## **PURPOSE**

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1. The purpose of this policy is to define and establish requirements consistent with the Freedom of Information and Protection of Privacy Act, 1990, for the protection of personal information in the custody or under the control of government.
2. For greater clarity, this policy does not establish and define requirements under the Personal Health Information Protection Act, 2004.

## **AUTHORITY**

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3. This policy is made by the Minister of Government Services under authority of the Management and Use of Information and Information Technology Directive that gives the Minister responsibility to establish, amend, replace or rescind policies on the management of I&IT that are consistent with the Directive, setting out more detailed operational requirements for ministries, I&IT clusters and agencies.

## **APPLICATION AND SCOPE**

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4. This policy applies to all ministries, to all advisory and adjudicative agencies, and to any other agency defined under the Agency Establishment and Accountability Directive that is subject, by Memorandum of Understanding or a schedule thereto, to sections 8.1 to 8.4 of the Management and Use of Information & Information Technology Directive.
5. Use of the word “ministry” in this policy includes I&IT clusters and applicable agencies.
6. Requirements under the Personal Health Information Protection Act, 2004, are not within the scope of this policy.
7. This policy does not apply to personal information excluded from the Freedom of Information and Protection of Privacy Act, 1990.

## PRINCIPLES

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8. The protection of personal information in accordance with statute, regulation, policy and best practices:
  - a) respects the privacy of individuals whose information is collected, used and disclosed by government;
  - b) reduces privacy, organizational and legal risk and maintains the public's trust and confidence in government operations; and
  - c) is an integral part of business practices and the design of programs, services, systems and processes.

## DEFINITIONS

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9. In this policy:

“business owner” means any program director or equivalent having authority and accountability under legislation, regulation, or policy or other instrument for particular business activities and for the business records relating to those activities;

“coordinator” means the freedom of information and privacy coordinator or equivalent or that person normally performing the role of the freedom of information and privacy coordinator;

“information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, retention, dissemination, disclosure or disposition of information;

“institution” means an institution as defined by the Freedom of Information and Protection of Privacy Act, 1990;

“government” means the Government of Ontario unless the context otherwise requires;

“Head” means the head of an institution as defined by the Freedom of Information and Protection of Privacy Act, 1990, or that officer delegated to carry out the powers and duties of the Head;

“personal information” means personal information as defined by the Freedom of Information and Protection of Privacy Act, 1990;



“Privacy Impact Assessment” means the process that reviews a new or existing information system or program to determine whether measures are necessary to ensure compliance with personal information protection requirements in statute and regulation and to address the broader privacy implications of the system or program;

“privacy officer” means that person designated by the business owner who is responsible for ensuring compliance by the program with this policy; and

“program” means those activities and related records over which a business owner has authority and which collects, uses or discloses personal information.

## **MANDATORY REQUIREMENTS**

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### **Management of Personal Information**

10. Personal information shall be collected, used, disclosed and otherwise managed only in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations.
11. The business owner is accountable to the Head for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and for compliance with this policy.
12. For greater clarity, personal information that is a business record or part of a business record shall be managed in accordance with the Corporate Policy on Recordkeeping, in addition to the requirements of this policy.
13. Where a collection of personal information is authorized by the Freedom of Information and Protection of Privacy Act, 1990, it shall be limited to that personal information that is reasonably necessary to achieve the purposes of the program for which it is collected.
14. Access to personal information shall be restricted to those individuals or agents who require access to personal information in order to perform their duties and where access is necessary and proper for the administration of the program.
15. Staff and management who require access to personal information in order to perform their duties shall receive training to a level commensurate with the complexity and sensitivity of the information to which they have access.

16. A review of compliance with section 10 and sections 12-15 shall be conducted by a business owner periodically as appropriate or if required by the Chief Privacy Officer and Archivist of Ontario, using guidelines issued by Information, Privacy and Archives Division.

## **Privacy Officers**

17. The business owner may, in writing, designate an individual to perform the role of privacy officer in relation to the personal information over which the business owner has authority.
18. The privacy officer shall:
  - perform all of the things required to be performed by the business owner under this policy;
  - be responsible for ensuring that personal information is managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations; and
  - be responsible for compliance with this policy.

## **Privacy Breaches**

19. A privacy breach occurs where there is an internal or external disclosure of personal information that is not authorized by the Freedom of Information and Protection of Privacy Act, 1990, and may be deliberate or inadvertent.
20. When a privacy breach occurs, the business owner shall report the breach forthwith to the coordinator, and the coordinator shall forthwith report the breach to Information, Privacy and Archives Division.
21. The business owner, in consultation with the coordinator, shall ensure at a minimum that:
  - the breach is contained and assessed;
  - the breach is reported to any other relevant parties;
  - where appropriate, the individual or individuals whose personal information has been breached, as well as the Information and Privacy Commissioner, are notified;

- the cause or causes of the breach are investigated in a manner commensurate with the nature and severity of the breach; and
- corrective or remedial action is taken pursuant to the investigation to prevent further breaches and address related matters.

## **Privacy Impact Assessment**

22. A privacy impact assessment shall be conducted whenever there is a substantial change in the collection, use or disclosure of personal information, including the creation or substantial modification of an information system or database containing personal information.

## **Matching of Personal Information**

23. Matching of personal information is a computerized or automated process comparing two or more databases of personal information that were originally created for different purposes, that creates or merges information on identifiable individuals in order to identify matters of interest or to make decisions about the individuals to whom the matched information relates.
24. Personal information may be matched only where:
- it is the purpose or one of the purposes for which the personal information in each database was collected;
  - it is consistent with the purpose or purposes for which the personal information in each database was collected;
  - the individuals to whom the information to be matched relates have consented to the matching of the information; or
  - it is required by law or for the purposes of law enforcement.
25. Where the results of a matching of personal information may lead to a denial, termination, suspension or reduction of a benefit, entitlement or other assistance, the ministry shall:
- verify or ensure the accuracy of the results of the matching exercise in a manner that is independent of the matching system;
  - provide notice to the individual affected by the matching exercise; and

- allow the affected individual to challenge or respond to the results of the matching exercise.
26. The process referred to in section 25 must be documented and approved by the responsible Assistant Deputy Minister or equivalent.
27. Sections 25 and 26 do not apply where a substantially similar process is established in relation to a program by statute or regulation.
28. For greater clarity, the following activities are not considered to be a matching of personal information for the purpose of this policy:
- a matching of information that is not personal information;
  - a matching of personal information to ensure the information is accurate or current or to correct and update personal information or to reconcile financial information;
  - a matching or consolidation of information collected for the same purpose to administer a specific program;
  - a matching of personal information as part of an audit, evaluation or review of a program, where the information is not used to identify matters of interest or to make decisions about the individuals to whom the matched information relates;
  - a matching of anonymized or pseudonymized personal information for research, statistical or evaluation purposes where adequate safeguards are implemented to prevent re-identification of the individuals to whom the information relates; and
  - a matching that involves only personal information that is collected for the purpose of creating a record that is publicly available.

## **Contracting for Services**

29. A contract for service with an external service provider involving personal information shall at a minimum provide:
- for the retention of control by the contracting ministry over personal information transferred to the service provider;
  - for compliance by the service provider with applicable sections of Part III of the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations;

- for the training of service provider staff and management who have access to personal information commensurate with the sensitivity of that information, and (where considered necessary) for the designation of a privacy officer by the service provider;
- for the safeguarding by the service provider of personal information in accordance with the corporate policy;
- for the return to the contracting ministry or the secure destruction of personal information in accordance with applicable procedures by the service provider during or on termination of the contract;
- for compliance by the service provider with any other section of this policy or with any other applicable policy or guideline; and
- for discretionary or periodic auditing of the service provider (or other compliance monitoring arrangement) for compliance with this section.

## Information Sharing

30. Information sharing is the disclosure of personal information (including sale) for a specific purpose, by the institution that collected the information, to another institution, to another government, to a person or group of persons or to an external organization.
31. Information sharing must be authorized under the Freedom of Information and Protection of Privacy Act, 1990, or other statute.
32. An information sharing agreement must be approved by the disclosing and receiving organizations prior to the disclosure taking place.
33. Approval of an information sharing agreement means approval in writing of at least the business owner of the personal information in the disclosing organization and of the business owner (or equivalent) receiving the information in the receiving organization.
34. An information sharing agreement shall at a minimum specify:
  - the purpose and scope of the information sharing exercise;
  - the legal authority for the information sharing exercise, including the authority to disclose and indirectly collect personal information, respectively;
  - the personal information to be shared;

- the use or uses of the personal information by the organization receiving the information;
  - unless there is an exemption for notice of collection or a waiver of notice has been obtained, how notice requirements will be addressed by both the originating and receiving organizations;
  - the method for sharing information, including the medium or means of exchange of information between organizations;
  - how the receiving organization will ensure accuracy and security of the personal information once received; and
  - the duration of the information sharing agreement and the disposition of exchanged personal information during and on termination of the agreement.
35. For greater clarity, sections 31-33 do not apply to the sharing of anonymized or pseudonymized personal information where adequate safeguards are implemented to prevent re-identification of the individuals to whom the information relates.

### **Consultation with Information, Privacy and Archives Division**

36. A business owner (or privacy officer where one has been appointed) shall consult with Information, Privacy and Archives Division:
- on any proposed amendment to a statute or regulation that affects the Freedom of Information and Protection of Privacy Act, 1990, or the Municipal Freedom of Information and Protection of Privacy Act, 1990, within a reasonable period of time prior to their consideration by Cabinet;
  - except where section 27 applies, on a proposed matching of personal information, within a reasonable period of time prior to the execution of the matching; and
  - on any matter with significant implications for individual privacy or the protection of personal information.

## Internet Communications

37. A link to a corporate privacy statement shall be available from every public-facing government Internet page and shall include at a minimum:
- a general description of the information collected when an individual visits a government Internet page and how this information is used;
  - a statement that government Internet pages may embed third-party pages, content or components, and that such third-party pages, content or components, if selected by the user, may not be subject to the same statutory privacy protections as government pages;
  - suggestions (or a link to information) on how an individual can further protect on-line activities through practices and settings; and
  - whom the individual might contact for further information.
38. Information stored in or forming part of server access logs or Internet traffic monitoring data, including Internet protocol addresses, shall not be used to track, identify or locate individuals unless required by law or for the purposes of law enforcement.
39. Section 38 does not apply to the administration of a service or transactional relationship through an identification and authentication scheme, or to development, with user consent, of a related service history or profile.
40. Interactive on-line communication with government (such as forums, bulletin boards or consultations) shall be monitored and require participants to consent to a terms of use that at a minimum:
- caution against improper use of the interactive communication and of loss of privileges in event of improper use;
  - caution against the posting of personal information by participants about themselves beyond views and opinions on the subject of the interactive communication;
  - instruct users not to post personal information about another identifiable individual or individuals; and
  - require users to accept the terms of use before the user is able to participate in the interactive communication.

41. Where a government Internet page uses an embedded third-party site, content or component, a clear indication shall be given on the page that such third-party site, content or component belongs to a third party and is not part of the government page.
42. Sections 37-41 apply with necessary modification to any Internet communication by or on behalf of government, including but not limited to Internet sites, services, applications and public messaging.

## **ACCOUNTABILITIES**

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43. Business owners are accountable to ministry Heads for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and that programs comply with this policy.

## **RESPONSIBILITIES**

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44. Privacy officers, where they have been appointed, are responsible for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and that programs comply with this policy.
45. The Chief Privacy Officer and Archivist of Ontario is responsible for the periodic review of this policy, for providing training on the policy, for developing a corporate privacy statement for government Internet pages, and for issuing guidelines or best practices to promote proper implementation of the policy.

## **APPENDICES**

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46. Guidelines and best practices associated with this policy and issued by the Chief Privacy Officer and Archivist of Ontario, and relevant standards issued by a standard-setting authority, shall be listed in an appendix to this policy, and said appendix may be revised as needed by the Chief Privacy Officer and Archivist of Ontario without approval of the Minister of Government Services.



## **CONTACT INFORMATION**

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Policy and Planning Branch  
Information, Privacy and Archives  
Ministry of Government Services

## **APPENDIX – LIST OF ASSOCIATED GUIDELINES**

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Guidelines associated with this policy are under development.

The following guidance documents were developed and made available prior to the development of this policy, are under review and will be superseded by the new guidelines. However, they remain relevant and helpful.

[Guide and Checklist for Managing Personal Information, 2008](#)

[Guidelines for Protection of Information When Contracting for Services, 2008](#)

[Publication of Conviction Information About Individuals, 2008](#)

[Taking the Right Steps – A Guide to managing Privacy and Privacy Breaches, 2007](#)

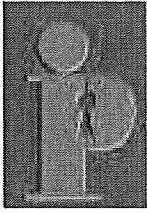
These guidance documents, and other useful publications, can be obtained from the Resource Center page of Policy and Planning Branch, Information, Privacy and Archives Division, Ministry of Government Services.

<https://intra.sse.gov.on.ca/inetwork/resourcecentre/Pages/subject.aspx>

**APPENDIX “B-3”**

**“IPC PRACTICES NO. 26: SAFE AND SECURE  
DISPOSAL PROCEDURES FOR MUNICIPAL INSTITUTIONS”**

**SEE ATTACHED**



NUMBER 26  
REVISED SEPTEMBER 1998



# IPC Practices

PUTTING ONTARIO'S INFORMATION AND PRIVACY LEGISLATION TO WORK  
INFORMATION AND PRIVACY COMMISSIONER/ONTARIO  
ANN CAVOUKIAN, Ph.D., COMMISSIONER

## Safe and Secure Disposal Procedures for Municipal Institutions

*All organizations should dispose of personal information in a safe and secure way when it is no longer needed. While provincial government organizations have been provided with guidance on this through Regulations and Directives, municipal organizations have not. This issue of IPC Practices offers guidance and practical suggestions on how municipal organizations can dispose of personal information in a safe and secure manner.*

### Background

To prevent unauthorized parties from accessing personal data, it is important to use care in the disposal and destruction of personal information.

Section 40(4) combined with Regulation 459 of the provincial *Freedom of Information and Protection of Privacy Act* (the provincial *Act*) deals with the disposal of personal information. Section 4(1) of Regulation 459 states:

Every head shall ensure that all reasonable steps are taken to protect the security and confidentiality of personal information that is to be destroyed, including protecting its security and confidentiality during its storage, transportation, handling and destruction.

Section 4(3) goes on to state:

In determining whether all reasonable steps are taken under subsection (1) or (2), the head shall consider the nature of the personal information to be destroyed or transferred.

Section 6 deals with the need for provincial organizations to keep a record of what personal information has been destroyed and states:

- 1) Every head of an institution shall ensure that the institution maintains a disposal record setting out what personal information has been destroyed or transferred to the Archives and the date of that destruction or transfer.
- 2) The head shall ensure that the disposal record maintained under subsection (1) does not contain personal information.

Section 30(4) of the *Municipal Freedom of Information and Protection of Privacy Act* (the municipal *Act*) deals with the disposal of personal information and states:

A head shall dispose of personal information under the control of the institution in accordance with the regulations.

Unlike the provincial *Act*, there are no equivalent regulations pursuant to section 30(4) of the municipal *Act*.

Thus, we have developed the following procedures to assist municipal organizations with the disposal of records.



## Recommended Procedures

### *Preparing disposal record*

A disposal record is a list indicating what records have been destroyed, when, by whom, and using what method of destruction. Records that have been kept or archived may also be tracked. It could be a simple list on paper, or part of an electronic records management system.

The disposal record applies to both paper and electronic (computer and video) records, and must not contain personal information. Referring to the record "type" rather than the contents of the record will help you avoid this. For example, "1992 Home Visits" would be an acceptable entry on the disposal record, however, "Home Visits: John Doe" would not. See sample on next page.

### *Obtaining authorization from the Head*

For record keeping purposes, you can obtain authorization from the Head before destroying records.

### *Disposing of records safely and securely*

Some records containing sensitive personal information should be destroyed on-site, while others may be taken off-site for destruction. Whatever method is used, it is important that proper steps be taken to ensure that personal information on all storage media (paper, electronic and video) cannot later be used or reconstructed.

Paper records containing personal information should be shredded, not simply thrown out with regular garbage or general records.

For electronic records, care must be taken because utility programs can be used to reconstruct the deleted information. Furthermore, erasing or reformatting computer disks or personal computers with hard drives that once contained personal information is not enough. Using a utility such as Norton Utilities, PC Tools, or a recent version of the operating system will remove all data from the medium so that it cannot be reconstructed.

Similarly, video tapes containing personal information should be physically destroyed — not thrown out with the regular garbage. Overwriting a video tape that contains personal information with non-personal information will remove the previous images, but this should

be done on the premises by authorized staff. For more information, please refer to *IPC Practices, Number 10 — Video Surveillance: The Privacy Implications*.

Finally, when records are destroyed by an outside agency, the privacy provisions of the *Acts* should be observed. It is a good idea to have a formally signed contract or agreement outlining these provisions and addressing the need for security, confidentiality, and the disposal method that will be used.

### *Retaining records of historic value*

While some records containing personal information have only temporary value and may be destroyed after the retention period has expired, others should be preserved or archived for future generations.

You may wish to consult other sources, such as *RIM* (Recorded Information Management). These fact sheets published by the Archives of Ontario provide tips on good records-management practices that can help you determine how to deal with maintaining records of historic value. These are available from the office of the Archives of Ontario, 6<sup>th</sup> Floor, 77 Grenville Street, Toronto, Ontario, M5S 1B3, (416) 327-1600.

### *Ensuring employee awareness and training*

Staff should understand the importance of and the best ways to safely and securely dispose of records. Establishing training and awareness sessions about the handling and use of personal information, including privacy and disposal, is a good start.

## Conclusion

It is to the advantage of every government organization to ensure that personal information is protected during the disposal process. Once an individual's privacy is lost, there is no recovering it. Inadvertent disclosures of personal information can lead to public embarrassment for the organization, as well as costly investigations and other consequences that could have been avoided. The Information and Privacy Commissioner/Ontario hopes that you will be able to use the suggestions outlined in this *IPC Practices* as a framework for enhancing or developing your own disposal policies and procedures.



## SAMPLE DISPOSAL RECORD

### WR Organization Disposal Record

Department: Administration — Facilities Unit

Date Completed: December 15, 1996

Completed By: John Doe

Records Schedule Cross-Reference	Particulars (Do not include Personal Information)	Transferred to Archives		Date	Manner of Disposal	
		Y	✓N		✓ Shredded Erased	Incinerated Re-recorded
HR - 123	HR Files - A to Z (1989-1992) Resumes, interviews, references, evaluations, notes.	Y	✓N	Nov 15 '96	✓ Shredded Erased	Incinerated Re-recorded
SEC - 684	Video Tapes of Main Entrance and Loading Dock (Feb 1995-Sept 1996)	Y	✓N	Dec 1 '96	Shredded Erased	Incinerated ✓ Re-recorded
INS - A - 876	Health Inspection Reports - Facilities (1993-1994) Written reports and computer printouts.	Y	✓N	Dec 5 '96	✓ Shredded Erased	Incinerated Re-recorded
TREAS - AP/AR	Correspondence re: Payables, Receivables and letters of notice. Paper Files (1993-1994)	Y	✓N	Dec 5 '96	✓ Shredded Erased	Incinerated Re-recorded
TREAS - AP/AR	Correspondence re: Payables and Receivables and letters of notice. Computer Disks and Backups (1993-1994)	Y	✓N	Dec 15 '96	Shredded ✓ Erased	Incinerated Re-recorded

## IPC Practices

is published regularly by the **Office of the  
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If you have any comments regarding this publication, wish to advise of a change of address or be added to the mailing list, contact:

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**APPENDIX “C”**

**DESIGNATED OFFICIALS**

**“C-1”**

**MMAH DESIGNATED OFFICIAL**

Director, Housing Programs Branch  
Ministry of Municipal Affairs and Housing  
777 Bay St, 14th Floor  
Toronto ON M7A 2J3  
Telephone: 416-585-7021

**“C-2”**

**SERVICE MANAGER DESIGNATED OFFICIAL**

Evelina Skalski  
300 Dufferin Avenue  
PO Box 5035  
London ON N6A 4L9  
eskalski@london.ca  
Fax: 519-661-4892  
Telephone: 519-661-2489 ext. 5590

**“C-3”**

**MOF DESIGNATED OFFICIAL**

Director  
Account Management and Collections Branch  
33 King St. W., 6<sup>th</sup> Floor  
Oshawa, ON L1H 8H5

## **APPENDIX “D”**

### **OFFICIALS WHO ARE AUTHORIZED TO ACCESS PERSONAL INFORMATION**

#### **“D-1”**

##### **MMAH OFFICIALS**

1. Persons working in the Housing Programs Branch, the Transfer Payment Accountability Branch, the relevant Municipal Services Office and in the Assistant Deputy Minister’s Office.

#### **“D-2”**

##### **SERVICE MANAGER OFFICIALS**

1. Persons working in the City of London’s Housing Services division.

#### **“D-3”**

##### **MOF OFFICIALS**

1. Persons working in the Account Management and Collections Branch of the Tax Compliance and Benefits Division.



## APPENDIX “E”

### STATUTORY AUTHORITIES

1. Order in Council O.C. 1157/2018 and subsection 4(2) of the *Ministry of Municipal Affairs and Housing Act* authorizes the Minister of Municipal Affairs and Housing to take such measures as he or she considers appropriate to implement any housing policy or program, including entering into any agreements for such purpose with any person.
2. Section 13(1) of the *Housing Services Act, 2011* (“HSA”) provides that a service manager may establish, administer and fund housing and homelessness programs and services.
3. Section 31 of MFIPPA allows the Service Manager to disclose PI to MMAH with the consent of the applicant about whom the information relates, or for the purpose for which it was obtained or compiled or for a consistent purpose.
4. Section 42(1) of FIPPA allows MMAH to provide PI to MOF and the Service Manager, with the consent of the applicant about whom the information relates, or for the purpose for which it was obtained or compiled or for a consistent purpose.
5. Section 39(1) of FIPPA and section 29(1) of MFIPPA respectively allow MOF to collect the PI indirectly from MMAH, and allow the Service Manager to collect the PI indirectly from MMAH, in each case, with the consent of the applicant about whom the information relates.
6. MOF on behalf of MMAH will obtain from all Applicants signed consents:
  - (i) permitting MOF on behalf of MMAH to disclose PI contained in and accompanying the Application Form to MMAH, ServiceOntario, the Canada Revenue Agency (CRA) and the Applicant’s Service Manager for the purpose of administering the Program and permitting the collection, use, and sharing of this PI by these parties; and
  - (ii) permitting the Applicant’s Service Manager to disclose PI under its custody and control including information that it compiles (including income information) to MOF, MMAH, and/or ServiceOntario for use in connection with administering the Program and permitting the collection, use and sharing of this PI (other than tax information) by these parties.
7. Order in Council 1150/2018 assigns the responsibility for the administration of the *Ministry of Revenue Act* to the Ministry of Finance;

8. Subsection 11(1) of the *Ministry of Revenue Act* (the “MOR Act”) authorizes the minister to enter into agreements and provide services to another Ontario Ministry or any public body for the administration of a government assistance program;
9. MMAH and MOF are parties to a Memorandum of Understanding effective April 1, 2018, as amended, under which MOF will provide services to MMAH to assist MMAH in the administration of the Program.
10. Subsection 11(4) of the MOR Act authorizes an employee of the other Ministry or public body to disclose to an employee of MOF such information as MOF may require, and authorizes an employee of MOF to disclose to an employee of the other Ministry or public body any information to which the employee of MOF has access that relates to an individual seeking or receiving assistance under the program;
11. Subsection 11(6) of the MOR Act requires that the information received be collected, used and disclosed:
  - (a) in the case of MOF, only for the purposes related to the provision of the services; and
  - (b) in the case of the other Ministry or public body, only for purposes related to the provision of a government assistance program.
12. The HSA permits a Service Manager to enter into an agreement with an Ontario ministry for the collection, use and disclosure of information and may disclose personal information collected for the purpose of administering the HSA (e.g. special priority category status) to that ministry if the disclosure is made in accordance with the agreement and the ministry agrees to use the information only for the administration of a social benefit program. The Service Manager may also collect personal information from the ministry if the collection is made in accordance with the agreement.

**SCHEDULE "H"**  
**COMMUNICATIONS PROTOCOL REQUIREMENTS**

## CMHC – ONTARIO

### BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY

#### SCHEDULE E: COMMUNICATIONS PROTOCOL (Agreement subparagraph 7.11)

- 1. Purpose**
  - 1.1 This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Project proponents, with respect to Communications Activities related to Projects.
  - 1.2 This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
  - 1.3 The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects and Recipients receiving funding or benefits under this Agreement.
  - 1.4 This Communications Protocol applies to Initiatives under Schedule B to this Agreement and for greater certainty does not apply to Federal NHS Programs under Schedule G to this Agreement.
- 2. Guiding Principles**
  - 2.1 For the purposes of this Agreement, "Communications Activity" or "Communications Activities" means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement, and includes "Joint Communications".
  - 2.2 Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of investments made in housing and that they receive consistent information about funded Projects and their benefits.
  - 2.3 MHO is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Project proponents and for ensuring their compliance.
  - 2.4 Communications Activities under this Agreement shall refer to equally and give equal prominence and priority to Canada, including CMHC and Ontario, including MHO. In addition, at the request of MHO, recognition for Municipal Funding and funding by Indigenous governments directly to Projects and Recipients may also be included in a manner agreed to by the Parties. This paragraph applies to all relevant provisions of this Agreement.

**3. Joint Communications**

- 3.1 For the purposes of this Agreement, "Joint Communications" means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Ontario and, where applicable, the Project proponent, and are not operational in nature.
- 3.2 Canada, MHO and Project proponents will have Joint Communications about the funding for the Project(s).
- 3.3 Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of all Parties and the Project proponent.
- 3.4 All Joint Communications material will be approved by the Parties prior to release and will recognize both Parties in accordance with this Schedule E.
- 3.5 The announcement or publication of Projects and Project lists, as well as announcements of any additional Projects, must be approved by the Parties prior to the announcement, except as otherwise set out in this Agreement.
- 3.6 Each of the Parties or the Project proponent may request Joint Communications. The requestor will provide at least 15 business days' notice to the other Party or the Project proponent. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- 3.7 The requestor of the Joint Communications will provide the opportunity for the other Party or the Project proponent to choose to participate and choose their own designated representative (in the case of an event).
- 3.8 Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos.
- 3.9 The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

**4. Individual Communications**

- 4.1 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to communicate information to Canadians about the Agreement and the use of funds to meet their respective legislated and regulatory obligations through their respective Communications Activities, with prior notice.
- 4.2 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to identify projects receiving \$1 million or more of funding for the purposes of reporting publicly. For clarity, other activities, including Project-level news releases and public events, are still subject to Section 3.
- 4.3 Each Party may include general program messaging and additional Communications Activities of Projects already announced in their own Communications Activities.
- 4.4 Each Party or the Project proponent may do their own Communications Activity if the Communications Activity is not related to funding under this Agreement.

5. **Operational Communications**
  - 5.1 MHO and the Project proponent are solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices..
  
6. **Media Relations**
  - 6.1 Canada and MHO will share information within one (1) business day with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.
  
7. **Signage**
  - 7.1 If one or all the Parties and/or Project proponent wishes to install a sign recognizing their contribution to the Project, Project proponent must produce and install a sign to recognize the contribution of all Parties. Signage must be produced in accordance with current federal signage guidelines unless agreed otherwise by Canada. The federal sign design, content, and installation guidelines will be provided by Canada.
  - 7.2 Where the Project proponent decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize CMHC and Ontario and be approved by Canada and MHO.
  - 7.3 If erected, signage recognizing CMHC and MHO will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
  - 7.4 If erected, signage will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
  
8. **Costs**
  - 8.1 Costs associated with the development and production of signage and joint public announcements are eligible costs under this Agreement as established by both Parties.
  
9. **Communicating With Project Proponents and Others**
  - 9.1 MHO agrees to facilitate, as required, communications between Canada and the Project proponent for Communications Activities.
  - 9.2 MHO agrees to provide annual letters or other communication satisfactory to CMHC to households in Projects which benefited from the Canada Community Housing Initiative funding, recognizing CMHC and provincial and municipal's contribution in accordance with 2.4 of this Schedule E.
  
10. **Advertising Campaigns**
  - 10.1 Recognizing that advertising can be an effective means of communicating with the public, Canada and MHO may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects, unless agreed otherwise. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Project proponent will inform the other Parties or Project proponents of its intention no less than twenty-one (21) working days prior to the campaign launch.

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 31, 2020</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT</b>	<b>HOMELESS PREVENTION STANDARD FORM OCCUPANCY AGREEMENT FOR HEAD LEASE UNITS</b>

**RECOMMENDATION**

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, as the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on April 7, 2020;

1. **TO AUTHORIZE and APPROVE** A standard form Occupancy Agreement, substantially in the form attached as Schedule 1 to the by-law, for City of London homeless prevention initiatives as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and Occupants of units leased by the Corporation of the City of London, for no more than a four-year period, and under a program consisting of the provision of living accommodation and accompanying services. and;
2. **TO DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home or their written designate, is delegated authority to execute Occupancy Agreements with occupants, employing the standard form Occupancy Agreement authorized and approved under section 1, above, with no further approval required from Council.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Housing Stability Plan, 2019-2024 (CPSC: December 3, 2019)

**PURPOSE**

The Standard Form Occupancy Agreement is intended to facilitate rapid delivery of affordable transitional housing with supports for individuals and families experiencing homelessness.

The City of London Homeless Prevention team intends to match individuals and families to affordable transitional units in the private market leased by the City of London through the Standard Form Occupancy Agreement. The supportive component of the housing placement will be aimed at supporting successful tenancy through life skills development and focused on housing stability.

**BACKGROUND**

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

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing

Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners. The Occupancy Agreement is recommended to support the implementation of the following key strategies in the Housing Stability for All plan:

- Strategic Initiative 1.5: To house and rehouse individuals experiencing homelessness rapidly, through the following actions:
  - 1.5 a) Implement unique opportunities to support rapid rehousing options
  - 1.5 c) Engage landlords to increase rental opportunities for rapid housing
- Strategic Initiative 2.1: Retain existing and create new affordable housing stock.
  - 2.1 a) Work with private market to retain existing affordability in rental market units
- Strategic Initiative 2.3: Increase supportive and specialized housing options.
  - 2.3. a.) Develop a supportive and specialized housing model based on unique needs and local priorities
- Strategic Initiative 3.1: Help individuals and families access housing stability services and solutions that best meet their needs.
  - 3.1 b) Implement a rapid housing program to support local priority populations
- Strategic Initiative 3.3: Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.
  - 3.3. a.) Work with individuals and families to determine their support needs and expand programs that assist them in moving towards their housing goals

#### Rapid Rehousing Through Head Leasing

Rapid rehousing is intended for individuals and families who have been unable to resolve their homelessness, to secure housing as quickly as possible. Through a Standard Form Occupancy Agreement, individuals and families experiencing or at risk of homeless and who are on the City of London Homeless Priority List are “matched” to affordable units (based on individual choice) leased by the City and matched with housing support services to promote successful tenancy through life skills development.

The units will be occupied by individuals and families for a transitional period of up to four years. As housing stability increases for the individual or family they will be supported to secure permanent housing of choice.

#### Securing Units

A maximum of ten units will be leased by the City during the first year for this program.

Homeless Prevention will work with City of London Realty Services to secure units through a public Request for Proposal (RFP) process. The RFP will include requirements that must be included within the Commercial Lease Agreements for units leased by the City to be used for transitional housing with support through Homeless Prevention.

With Council approval, the City will enter into Commercial Lease Agreements with successful proponent(s).

#### Occupant Placement

Occupant Placement is a housing focused intervention that will be implemented through London’s Coordinated Access System. Individuals and families will be matched to units based on eligibility.



Under Reaching Home, the City of London is required to implement a Coordinated Access System by March 31, 2022. Reaching Home Program Directives define a Coordinated Access System as “the process by which individuals and families who are experiencing homelessness or at-risk of homelessness are directed to community-level access points where trained workers use a common assessment tool to evaluate the individual or family’s depth of need, prioritize them for housing support services and then help to match them to available housing focused interventions”.

Proposed Standard Form Occupancy Agreement

The City Solicitors Office and Risk Management have reviewed the proposed Occupancy Agreement. Through the review process, we confirm the City of London will mitigate risks associated with the Service 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, eligibility criteria, and obligations for all activities that are supported by this program.

<b>FINANCIAL IMPACT</b>
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There is no financial impact at this time. The proposed Standard Form Occupancy Agreement will be used for approved occupant placements, starting in 2020.

Homeless Prevention will work with Realty and Purchasing Services to secure units through a public Request for Proposal. Homeless Prevention will submit a further report to Council for approval to enter into Commercial Lease Agreements with successful proponents. This report will include financial impact details.

Future costs for this program including costs related to lease agreements and housing support services will be funded through Homeless Prevention funding streams, including the provincial Community Homeless Prevention Initiative (CHPI) and municipal funds contained in the Homeless Prevention base budget. The program is expected to be operational by late 2020.

<b>PREPARED BY:</b>	<b>SUBMITTED BY:</b>
<b>LAURA CORNISH MANAGER, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	<b>CRAIG COOPER MANAGER, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>RECOMMENDED BY:</b>	
<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	

## APPENDIX A

Bill No.  
2020

By-law No. A.

A By-law with respect to a standard form agreement for occupancy by Homeless Prevention in the City of London.

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 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 the economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and 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 section 5.1 of the *Residential Tenancies Act, 2006* ("RTA") provides that the RTA does not apply with respect to living accommodation provided to a person as part of a program described in ss. 5.1(2) of the RTA if the person and the provider of the living accommodation have entered into a written agreement that complies with ss. 5.1(3) of the RTA, including that the living accommodation is intended to be provided for no more than a four-year period, and that a program consists of the provision of living accommodation and accompanying services;

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. A standard form Occupancy Agreement, substantially in the form attached as Schedule 1 to the by-law, for City of London homeless prevention initiatives as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and Occupants of units leased by the Corporation of the City of London, for no more than a four-year period, and under a program consisting of the provision of living accommodation and accompanying services, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is delegated authority to execute Occupancy Agreements with occupants, employing the standard form Occupancy Agreement authorized and approved under section 1, above, with no further approval required from Council.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Mayor  
Ed Holder

Catharine Saunders  
City Clerk

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

**The Corporation of the City of London**

## **OCCUPANCY AGREEMENT**

**This is an agreement between you, the Occupant[s]:**

\_\_\_\_\_  
[Print full name of adult occupant.]

\_\_\_\_\_  
[Print full name of additional adult if applicable.]

**And, The Corporation of the City of London (the “City”, or “we”)**

**Address of City:**

c/o City Clerk  
300 Dufferin Avenue  
London, ON N6A 4L9

Each Occupant who signs this agreement is fully responsible for all of its terms. For example, if one of the Occupants does not pay their share of the fees, the other Occupant must make up the difference.

In addition to the Occupant[s] above, only these people can live in the space we are providing you, which is called “**the unit**”:

\_\_\_\_\_  
[Insert the full names of children or any other occupants that your organization permits to live in the unit without signing the agreement.]

**WHEREAS** the City provides a Housing Program intended to support you to obtain and keep more permanent housing that is provided or funded under an agreement with:

- a ‘service manager’ as defined in the *Housing Services Act, 2011*; or

**AND WHEREAS** the Housing Program consists of the provision of the unit (defined below) to you for a term that will not exceed four (4) years, and the provision of

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

accompanying services (defined below) to you. (In subsection 5.1(2) of the *Residential Tenancies Act, 2006* [the “**RTA**”], the intended term cannot exceed a four-year period).

**AND WHEREAS** the City intends that the unit will be exempt from the RTA but you may apply to the Landlord and Tenant Board (the “**Board**”) (section 9 of the RTA) for a determination as to whether the RTA applies with respect to the unit and your occupancy of the unit.

**AND WHEREAS**, subject to the terms and conditions contained herein, you will be able to participate in the Housing Program and occupy the unit.

In consideration for the occupancy fees, agreements, covenants and obligations contained in this Agreement, and the sum of \$2.00 (the receipt and sufficiency of which is acknowledged), the parties agree to the following:

## 1. Your status as an occupant

You are eligible to live in this unit because:

- you meet the requirements set out in Schedule A of this Agreement; and
- you need some or all of the Services set out in Schedule B of this Agreement. When you no longer need any of the Services, you are no longer eligible to live in the unit.

This type of housing is called “transitional housing” (i.e. living accommodation is provided as part of a program where the living accommodation is provided for no more than 4 years, and the accompanying services include one or more of rehabilitative services, therapeutic services, services intended to support employment, or services intended to support life skills development). It is exempted from the RTA. That means that you, as an occupant, do not have recourse to the Landlord and Tenant Board (the “**Board**”) if you have a problem with your living conditions or how you are treated.

However, you still have the right to apply to the Board and ask if the RTA applies to your situation (s.9). You also have the right to seek other recourse, such as through the civil and criminal justice systems, or human rights tribunal.

## 2. The Unit

- 1) The City agrees to provide, and you agree to occupy, [unit #] at [full address of building].

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

2) We will provide the unit with the following:

[List furnishings that you will provide to the occupant's unit.]

3) If check marked, these appliances are included with your unit [select]:



a stove



a refrigerator



a clothes washer and clothes dryer

4) If check marked, these services and utilities are included in the fees [select]:



heat



electricity



hot water



water



coin-free laundry



a locker or storage space



cable TV



Internet access

[other service]

5) If check marked, you are responsible for these services and utilities, which are **not** a part of your fees [select]:



Internet access



cable TV



a locker or storage space

[other service]

[other service]

[other service]

You are responsible for the set-up and payment for the above services or utilities. You will enter into a direct agreement with the company that provides the service or utility. You must keep all agreements for services and utilities in your name for as long as you live in the unit.

6) We will give you keys (this includes access cards or fobs) for:

- the entrance to the building
- the entrance to your unit

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

- [add any other keys that apply]
- 7) If you lose any keys, you must pay to replace them.
  - 8) You must not give or loan your keys to anyone, or make copies of them.
  - 9) You must not make any changes to the locking systems without our prior written consent.

### **3. The period of occupancy**

- 1) You agree to move into your unit on [Day of week, day of month, month, year]. You agree to move out on [Day of week, day of month, month, year].
- 2) If for any reason The City cannot allow you to move in on the date above, you agree that we are not liable or at fault. We will have the unit ready for you as soon as we can. A later move-in date does not extend your period of occupancy.
- 3) This is an agreement for transitional housing only. You cannot occupy your unit for longer than four (4) years.
- 4) If your period of occupancy is shorter than four (4) years, you may be able to keep living in the unit on a month by month basis until we draw up a new agreement. The terms of this Agreement would still apply, but we have the right to change your fees with 30 days' notice.
- 5) While you live in your unit, we will provide you with services to prepare you for finding more permanent housing. You cannot use your unit for any other purpose than for living and receiving services. For example, you cannot run a business out of your unit or charge money to others to stay in your unit.

### **4. Fees for occupancy**

- 1) Your fees are due no later than 4 p.m. on the first day of each month. If your move-in date is part way through the month, we will only charge you for the days that you are in the unit that month.

- 2) You must pay:

Occupancy fee	#[Insert amount]
Cable	#[Insert amount]
Utilities	#[Insert amount]

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

<b>Total fees</b>	<b>#[Total amount]</b>
-------------------	------------------------

- 3) Schedule C of this Agreement explains how we set your fees.
- 4) You should make your payment to City of London. You can pay in any of the following ways:
  - cheque

You may be required to set up a direct payment. You must keep direct payment in place

- 5) If you are responsible for paying for utilities or service charges directly, you must pay these promptly. If you fail to do so, we may make the payments for you. We will then add these charges to your account and charge them back to you as fees.
- 6) If you write a cheque that your bank refuses to honour (a bounced cheque) we will charge an extra [45] to your account.
- 7) We decide how to apply your payments to your account. We usually apply a payment you make against the oldest outstanding amount you owe us.

## 5. The services you receive

Schedule B of this Agreement lists services you need while you are living in transitional housing. These services are called the 'Housing Program Services'. By signing this Agreement, you agree to:

- 1) Accept the services offered and enter into a service agreement if required.
- 2) Work with the service providers to achieve set goals.
- 3) Follow the rules set out for your Housing Program Services. These are set out in Schedule A.

You also agree to the following:

- 4) The third party service providers will decide what services to offer to you based on your needs, the funding and resources they have, and the needs of others in the Housing Program.
- 5) The third party service providers can change the services they offer you at any time with seven (7) days of written notice.
- 6) The third party service providers are not liable or at fault if they are not able to offer you all of the services you need.

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

## **6. Consent to obtain and share information about you**

- 1) You give your consent for us, and anyone we authorize, to gather information about you that is in any way related to this Agreement. Here are some examples of what we might need:
  - credit reports about you
  - information about your tax returns from the Canada Revenue Agency
  - information about you from places where you lived before
  - information about your whereabouts if you still owe us fees after you move out
- 2) You give your consent for us and our service providers to both collect and/or disclose information about you. We would disclose your information to service providers who are involved in providing your Housing Program Services. This also means that service providers can share information with each other about:
  - your occupancy
  - your need for services
  - your participation in the housing program
  - any other information that will help them deliver services to you
- 3) If there are any documents that we need you to give us, we will request them in writing. You must give us the documents within 14 days of our written request.

## **7. Rules for living in your unit**

The rules for living in your unit are set out in Schedule D. By signing this Agreement, you and anyone who lives with you promise that you will obey all of these rules. These rules also apply to anyone who visits you or who you allow into the building.

You must also follow any new rules or changed rules that we give to you in writing or post in the building.

## **8. Insurance**

- 1) The City does not carry insurance for you and your belongings. We are also not responsible for the cost of any claims against you for damage to your unit or injury to others. For as long as you live in your unit, you must buy insurance that provides:



Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

- comprehensive liability coverage
- coverage for your belongings
- coverage for fire and property damage

2.) You shall place in effect and maintain during the Term of this Agreement at your sole cost and expense:

- Comprehensive general liability insurance coverage appropriate to the risk in connection with its activities on and in the Premises, in an amount not less than \$1,000,000 for bodily injury, property damage, or other losses
- “All Risks” insurance upon all property owned by You, including the Your Property, or by others located on the Property and for which property You are responsible, including equipment, furniture, fixtures and leasehold improvements in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, all such items
- “Tenant’s Legal Liability” insurance for the full replacement cost of the Premises, including loss of the use of the Premises; covering the Premises in an amount not less than \$1,000,000.00

**Additional Insured.** You shall ensure that the City and Landlord will be added to the liability insurance as an additional insured.

**Proof of Insurance.** At the City’s request, you shall provide a certificate or other acceptable evidence of insurance evidencing its coverage, and at least [30] days' prior. Notice of any change in or cancellation of the insurance coverage.

## 9. No liability

1) We are not responsible or liable for any loss, damage, discomfort, or injury to you, your guests, your belongings, or your unit, no matter what the cause. When we say “we,” the term includes:

- The City, its officers, directors, employees, and any organization that may succeed it
- all employees and volunteers
- all contractors and workers
- all other occupants and tenants

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

- anyone who provides services to you under the Housing Program.
- 2) Here are some examples of what we are not responsible or liable for:
- death or injury for any cause, including gross negligence on our part or on your part
  - damage caused by problems with the building's structure or systems, such as electrical, mechanical, heating, plumbing, or ventilation systems
  - damage caused by steam, water, rain, or snow
  - damage, injury, or death due to "Acts of God" such as severe storms, floods, or household pest infestations
  - damage, injury, or death caused by you or any person you allow into the building
- 3) We are not in any way liable even if we breach or break this Agreement. We are not liable even if we should have known about a problem and fixed it.
- 4) This release from liability applies while you live in your unit and after you leave it.

## **10. Notice**

- 1) When we refer to "notice" in this Agreement, it means that we will address the notice to your unit and give it to you in any of the following ways:
- personally
  - mailed to you or left where you pick up your mail
  - delivered by courier
  - slid under your door or through a mail slot
  - attached to the door of your unit
- 2) We will consider that anything we mail to you has been received three (3) days after the date of mailing. If there is a postal strike, we will only consider that you have received it when you get it.
- 3) You can write to us at our address, shown at the beginning of this Agreement. We will give you written notice if our address changes.

## **11. Our right of entry into your Unit**

- 1) As your housing provider, we have the right to enter your unit at any time without written notice if there is an emergency or if you consent to let us in.

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

- 2) We can enter your unit without written notice to show it to future occupants if:
  - you will be moving out;
  - we enter between 8 a.m. and 8 p.m.; and
  - we make a reasonable effort to inform you in advance.
- 3) We can enter your unit if we give you written notice at least twenty-four (24) hours before we enter. The notice must give a time between 8 a.m. and 8 p.m. It must explain that we are coming for one of the following reasons:
  - to do repairs or other work in the unit
  - to carry out an inspection of the unit
  - to show the building to a lender or insurer
  - to show the building to someone who might buy the building
  - to show the building to a licensed inspector
  - to allow entry to the unit by an enforcement officer (e.g. by-law enforcement, property standards, fire, police).
- 4) If we give you written notice as we described above, we have the right to take pictures or make video recordings of the unit.

## **12. Our right to deny entry**

- 1) We have the right to deny entry to the building or to the unit to any person or to order them to leave the building or the unit. This is true even if:
  - the person is your guest
  - the person was your guest in the past
  - we have allowed the person to enter in the past

## **13. Ending this Agreement**

- 1) The City has the right to end this Agreement before your period of occupancy is over, without giving you notice and we can require you to move out of your unit, for any of these reasons:
  - You do not move into the unit by the date agreed to above in section 3.
  - You breach any of the terms or break any of the rules in this Agreement.

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

- You are unable to pay your fees.
  - You die.
  - You move out of the unit or try to move out without notice. This is called “abandoning” the unit. We will consider the unit abandoned if most of your belongings are gone or your fees are more than [14] days late.
  - You are no longer eligible to live in the unit because you do not meet the requirements set out in Schedule A.
  - We decide that you have met the goals set out for the services you receive while living in the unit or you no longer require services.
  - We decide that you will not be able to meet the goals set for the services you receive or that you need more services than we are able to provide.
- 2) If we require you to move out for any other reason, we have the right to end this Agreement by giving you seven (7) days of written notice.
  - 3) You may end this Agreement and move out of the unit if you give us [30] days of written notice.
  - 4) When you move out, you must take all of your belongings with you. You must hand in all of your keys and pay all of your outstanding fees. Your unit must be in the same condition that you were required to keep it in under the rules in Schedule D.
  - 5) If we end this Agreement for any of the reasons above, and you refuse to move out, we can evict you. This means that we can make anyone still in the unit leave. It also means that we can come into your unit without notice and remove all of your belongings. We may store your belongings or dispose of them, and charge your account for the cost. We are not liable or at fault for any damage or loss.
  - 6) After this Agreement ends, even if we evict you, we can still take you to court or use other means to recover fees that you owe us and any other costs, such as the cost of storing or disposing of your belongings. If we go to court, you will have to pay the lawyer’s fees.
  - 7) If you die or become unable to manage your finances, then your heirs, executors, or anyone who holds your power of attorney for personal property is responsible for all fees and charges in this Agreement.

## **14. Disputes**

If we have a dispute while you are living in your unit that we both want to resolve, we must use the dispute resolution. Both you and The City have the right to initiate or start

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

the process. A neutral person would try to help us resolve the dispute. Schedule E describes this process.

## 15. Changes to this agreement

Changes to this Agreement are only valid if they are set out in writing and signed by an authorized representative of The City.

Any terms of this Agreement that are unenforceable or invalid will be severed or taken out of this Agreement. However, the rest of the Agreement will still be valid and in force.

## 16. Declaration and signatures

This Agreement takes the place of any other previous agreement, written or verbal, about your occupancy in this unit and the services you will receive.

The Agreement includes the attached Schedules A, B, C, D, and E. Please read them carefully. They are all part of the Agreement.

By signing this Agreement, you are saying the following:

- I have read the whole Agreement carefully with the help of someone I trust;
- I understand the terms of the Agreement and the rules I must follow;
- I had a chance to get legal advice if I wanted it before I signed the Agreement;
- I signed this Agreement in front of a witness; and
- I have received a copy of the finalized Agreement.

Date of signing: \_\_\_\_\_

Occupant's full name: \_\_\_\_\_

Occupant's signature: \_\_\_\_\_

[Additional occupant's full name]: \_\_\_\_\_

[Additional occupant's signature]: \_\_\_\_\_

Full name of witness (please print): \_\_\_\_\_

Witness signature: \_\_\_\_\_

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

For The Corporation of the City of London:

I have the authority to bind the corporation.

Full name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Housing Program Support Program

[Insert logo, legal name and address of third party Housing Support Program]

## **SCHEDULE A: Rules for taking part in the housing program**

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

## 1. Your rights and responsibilities

### Your Responsibilities

You are responsible to:

- Actively participate in a Support Plan developed by you and [third party Housing Support Program name]. The plan will be aimed at securing permanent housing and include in-home visits
- Pay rent in the full amount and on time each month
- Take good care of the unit and let [third party Housing Support Program name] know if there are any issues in the unit
- Be respectful to support staff, landlord and neighbours
- Notify [third party Housing Support Program name] immediately if there are any issues that may affect tenancy.

### Your Rights

You have the right to:

- Participate in the development of your Support Plan.
- Be treated respectfully by support staff
- Furnish and decorate the unit in your personal style and have your own personal possessions
- To make a complaint or to request a different support worker

## 2. The rules you must follow

- Actively engage in Support Plan with [third party Housing Support Program name]
- Complete a Support Plan with [third party Housing Support Program name] prior to occupancy and actively participate in program through the duration of tenancy.
- Be the sole resident of the unit; Follow the rules of the building where the unit is located; and, Keep the unit clean and in good repair.

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

- Pay for repairs for damages to the unit or the building that are intentional, accidental or as a result of neglect. This includes damages caused by the occupant, guests or pets.
- Not engage in behaviours that interfere with others safety or enjoyment of the building. These behaviours include and are not limited to the areas of guest management, excessive noise, causing nuisance, fire safety, storing of items in common areas of building, pest control, pet care, threatening behaviour, violence, nuisance, and illegal activities.
- Advise the [third party Housing Support Program name] and The Corporation of the City of London immediately of any event or situation that may put any person's occupancy at risk.
- Allow the [third party Housing Support Program name] to conduct unit inspections at minimum on a monthly basis.
- Not change or alter the door locks without prior written consent of The Corporation of the City of London.

### **3. No Costs**

There is no costs for taking part in the housing program and receiving services, other than occupancy fees as set out in the agreement.

### **4. What happens if you are no longer eligible to live in your Unit or take part in the Housing Program**

If you are no longer eligible to live in your unit or participate in the [third party Housing Support Program name] may work with you to secure alternate transitional or permanent living accommodations. [third party Housing Support Program name] may not be able to work with you to secure alternative living accommodations for reasons that include and are not limited to:

- We cannot find you
- You are not participating in finding alternate living accommodations
- You are not participating in your Support Plan
- There are safety reasons
- The program does not have supports available
- You decline support.



Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

## **5. Getting back into the Housing Program**

Returning to the program depends on program eligibility and availability. To inquire about returning to the Housing Program or being matched to another program you may contact the Corporation of the City of London.

Housing Program Support Program

[Insert logo, legal name and address of third party Housing Support Program]

## **SCHEDULE B: Housing Program Services**

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

Housing Program Services will be provided by [third party Housing Support Program name] and include services intended to support life skills development.

The services intended to support life skills development will be based on your unique needs and circumstances and will be aimed at building and maintaining life skills required to secure and maintain housing.

Support with the development of life skills will take place in- home and in the community.

These skills may include and are not limited to:

- Financial (examples: paying rent and utilities on time, budgeting, etc.)
- Being a good tenant and neighbour (examples: following rules, resolving issues, etc.)
- Completing household tasks (examples: cooking, cleaning, etc.)
- Navigating transit
- Guest management
- Food security (examples: grocery shopping, accessing food resources, cooking, etc.)
- Building a home (examples: choosing furnishings, home based activities, etc.)

## **SCHEDULE C: How we set your occupancy fees**

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

The government makes rules about how much money we should charge you to live in your Unit. Here we explain how we have calculated the fees we set out in Part 4 of your agreement.

If your income includes a fixed amount of shelter allowance, such as Ontario Works, the fixed amount of shelter allowance will be applied to your occupancy fees. If your income does not include a fixed amount of shelter allowance you will pay a portion of occupancy fees not exceeding more than 30%.

[Insert housing provider's logo here]

## **SCHEDULE D: Rules for living in your Unit**

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

These are the rules for living in your Unit. By signing this Agreement, you, and anyone who lives with you, promise that you will obey all of these rules. These rules also apply to anyone who visits you or who you allow into the building. You must do your best to make sure that they follow the rules.

### **1. Do not disturb others and treat everyone with respect**

- 1) You must not make too much noise or bother others in and around the building in any way. If someone complains about your noise or behaviour, you agree to stop the noise or behaviour right away. This rule also applies to your pet or pets that your guests bring to visit.
- 2) Harassment and discrimination are against the law. You must not threaten, harass, intimidate, or interfere with anyone in or around the building. You must not make comments that insult others. You must respect everyone's human rights.
- 3) You must not do anything that is against the law.

### **3. Treat your living space with respect**

- 1) Do not do any damage to your Unit, its furnishings and appliances, or to the building you live in.
- 2) Keep everything in your Unit as clean as you can and in good condition (except for normal wear and tear).
- 3) Follow the rules for disposing of garbage, recyclables, and other waste.
- 4) Never throw anything out of the window or door, into the hallway, down the stairwells or off of the balcony. This is a danger to others.
- 5) Do not clutter, litter, obstruct, or hang around in common areas in your building such as hallways, stairwells, sidewalks, fire escapes, and lobbies. Keep them clean and clear, and easy and safe for people to move through.
- 6) If you leave things in the common areas that should not be there, we have the right to throw them away without asking you.
- 7) Never leave the water running when you are not using it.
- 8) If you move things in or out of the building such as furniture, and it causes damage to the building, you are responsible for paying for the repairs.
- 9) Do not put up any signs or notices anywhere in the building.

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#### **4. Pest control**

- 1) Examples of household pests include: ants, cockroaches, bed bugs, pigeons, mice, and rats.
- 2) Before you move into your Unit, we may inspect all of your belongings to make sure that they are free of household pests. If they are not, we may require you to have them treated at your own expense. We will not allow you to move in until we are satisfied that your belongings are free of pests.
- 3) If you see household pests in your Unit, you must tell us in writing right away. We are not liable or at fault if you do not do this.
- 4) You must not do anything to attract pests, such as feeding them or providing nesting space.
- 5) We have the right to enter your Unit without notice to inspect everything in it, including your belongings, and to do pest control if required.

#### **5. Repairs and improvements**

- 1) If items in your Unit are broken and need repair, you must tell us in writing right away. We are not liable or at fault if you do not do this.
- 2) You must cooperate fully to allow us to repair, maintain, and improve the Unit quickly. This includes moving or removing your belongings if we ask you to. You must also make it easy for workers to get access to the Unit whenever needed.
- 3) If you or your guests [or pets] do any damage to the Unit, to items we have supplied in the Unit, or to the building, by actions or neglect, you must pay the cost of repairs.
- 4) You must not change or renovate your Unit in any way (for example: painting, wallpapering, putting up or removing drywall, or attaching furniture to the walls). If you do this, we may restore the Unit to the way it was before and charge you for the cost.
- 5) You must not hang anything from the windows, doors, or balcony or place any items on the outside windowsills.
- 6) You must not remove any window screens or window panes, except to clean or repair them and promptly put them back.
- 7) You must have our prior written permission if you want to bring in any appliance. Examples of appliances include: stoves, dishwashers, refrigerators, freezers, air conditioners, washing machines, clothes dryers, and dishwashers.

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- 8) If you get permission to bring in an appliance, you are responsible for it and the costs of all repairs.
- 9) If we find that you have brought in an appliance without permission, you must remove it right away and we will charge you for the extra electricity.

## **6. Fire and other hazards**

- 1) You must not bring into the building or store dangerous, toxic, or flammable materials.
- 2) You must not light up, burn, smoke, or vape any substance in your Unit or in the building. This includes cannabis, tobacco, and any other substance.
- 3) You must not grow cannabis in your Unit.
- 4) You must not buy, sell, or distribute cannabis or cannabis products from your Unit or in the building.
- 5) You must not burn candles in your unit.
- 6) You must not collect and store so many belongings that they make it hard to move around the Unit and create a fire hazard.
- 7) You must not tamper with, disconnect, or misuse:
  - heat, smoke, or carbon monoxide detectors;
  - fire alarms;
  - door closers;
  - any other safety equipment we have installed; or
  - plumbing and heating systems.
- 8) You must not install extra heating, tamper with wiring, or overload the circuits.
- 9) You must not install antennas or satellite dishes on the interior or exterior of your unit or in the building.

## **7. Guests or visitors**

- 1) All guests must use the buzzer or intercom system to get into the building.

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- 2) You must meet your guests at the entry door and be with them at all times when they are in the building.
- 3) All guests must show identification and sign in when they arrive.
- 4) You must not let anyone else's guest in, even if you know them.
- 5) If you ever see a door propped open to let someone in, you must report it to staff right away.
- 6) You can only have guests between the hours of [time] and [time].
- 7) You can only have [#] guests at one time.
- 8) You are responsible for any damage or loss that your guests cause.

## **8. Washing your clothes**

- 1) You must follow the rules that we give you about doing laundry.

# **SCHEDULE E: Resolving disputes**

Occupant initials: \_\_\_\_\_

City initials: \_\_\_\_\_

Date: DD/MM/YY

## **Purpose of this policy**

The City is committed to providing a place to live where everyone is treated with fairness, dignity, and respect. The purpose of this policy is to provide everyone with an open and fair way to raise concerns and to ensure that they are resolved in a prompt and reasonable way.

## **What is dispute resolution?**

Dispute resolution is a way of getting together to solve a problem or conflict quickly without the time and expense of a formal process such as going to court.

You can start this process to help solve problems you are having with us and we can start the process to help solve problems we are having with you.

The types of problems, disputes, or conflicts that you could ask to have dealt with in this way include:

- disputes you are having with staff
- treatment that you feel is unfair
- abuse of authority
- failure to carry out our policies
- any form of harassment or discrimination

The process begins when you file a complaint. A mediator who is not biased and was not involved in the situation helps to resolve the dispute. The mediator does not take sides. They just help each side to talk to the other and find a way to solve the problem.

Dispute resolution is confidential. Whatever you (and the person you are complaining about) say during mediation cannot be used against you in another proceeding, such as a court case.

The City will ensure that no one who files a complaint in good faith using this process faces reprisals (such as punishment or discrimination) because they have done so.

## **Steps in the resolution process**

### **Step 1. Try to solve the problem directly.**



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In many cases, disputes can be solved if the two parties involved sit down and talk with one another. In others, they can be solved if you go to the person's supervisor or manager and ask them to help you solve it informally.

In some cases, you may not feel comfortable confronting the person or going to a supervisor or manager. Or, you may not be satisfied with the results of trying to solve the problem directly. In these cases, you may wish to file a formal complaint and ask for a mediator.

## **Step 2. Filing a complaint**

If you decide that you want to file a complaint, you must do so in writing. You should give or send your complaint to the Manager, Homeless Prevention.

In your written complaint, include as much detail as you can about the problem. Here are some questions you should try to answer:

- What happened to cause this dispute?
- Were there any witnesses? If so, give their names.
- Do you have any documents or pictures to support your complaint?

You must sign your name on your complaint. It cannot be anonymous.

## **Step 3. Responding to the complaint**

The Manager, Homeless Prevention, or their delegate, will:

- give a copy of your complaint to the person you are complaining about (the respondent);
- give them 14 days to respond in writing;
- share their response with you; and
- set up a time when you can meet to appoint a mediator

## **Step 4. Appointing a mediator**

It is best if you and the respondent agree on who should mediate your dispute. This person must be someone who was not involved in the dispute in any way. It could be the Manager, Homeless Prevention or anyone that you both trust to be impartial.

You will have 10 business days to make this decision.

If you or the respondent are unwilling or unable to make this decision, then The City will make it for you. We will appoint a senior employee in our organization who is not involved in the dispute in any other way.

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### **Step 5. Preparing for mediation**

As soon as the mediator is appointed, the Manager, Homeless Prevention will give the mediator a copy of your written complaint and the written response.

The mediator will schedule the date, time, and place for the mediation session or sessions. The mediation should start within 14 days of appointing the mediator.

Both you and the respondent can choose to have legal counsel before and during mediation.

### **Step 6. Mediation**

The mediator's role is not to decide who is right and who is wrong. Nor can they raise issues that are not part of the dispute. Their only role is to provide a safe and supportive environment where you can talk to each other and help find a way to resolve your dispute.

If you come to an agreement, the mediator will write it down and each of the disputing parties will sign it. Both parties must do what they promised in the agreement.

### **What happens if the resolution process fails?**

If you fail to come to an agreement, or if either party breaches the agreement by failing to do what they promised, you can take further action such as:

- going to court
- going to a human rights tribunal
- asking the Landlord and Tenant Board if the RTA applies to this issue

### **Changes to this policy**

If the City makes changes to the conflict resolution process, we will notify you in writing.

March 31, 2020

Moved by: Councillor M. Salih

Seconded by: Councillor P. Squire

That the following actions be taken with respect to the payment of new licensing and licensing renewal requirements:

- a) the Civic Administration BE DIRECTED to defer payment of the required licence fee for new applications for Food Premises and Personal Services business licences under the Business Licensing By-law L.-131-15, as amended, for three months from the date of the issuance of the licence;
- b) the Civic Administration BE DIRECTED to defer payment of the required licensing renewal fee for Cab Drivers, Cab Owners, Accessible Cab Owners and Accessible Cab Drivers under the Vehicle for Hire By-law L.-130-71, as amended, for three months from the date of the expiry of the current licence;
- c) the Civic Administration BE DIRECTED to report back on other actions that could be taken to reduce the burden on other businesses that have been impacted by COVID-19;

it being noted that these actions are being taken to ease the financial impacts on those businesses and services that have been deemed to be essential and non-essential services by the Federal and Provincial Governments; and,

- d) subject to the approval of a) and b) above, the City Clerk BE DIRECTED to bring forward the required amendments to the Business Licensing By-law L.-131-15, as amended and the Vehicle for Hire By-law L.-130-71, as amended, to implement the above-noted changes.