

SERVICE MANAGER ADMINISTRATION AGREEMENT

2016 Social Infrastructure Fund

Survivors of Domestic Violence - Portable Housing Benefit Pilot

This Agreement is effective the day of (the “**Effective Date**”)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

AS REPRESENTED BY

THE MINISTER OF HOUSING

(“MHO”)

- and -

THE CORPORATION OF THE CITY OF LONDON

(the “Service Manager”)

RECITALS:

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (“MMAH”), entered into a bi-lateral agreement to provide for the Investment in Affordable Housing program from 2011-2014, effective April 1, 2011 (the “**CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014**”).
- B. CMHC and MMAH entered into a Supplementary Agreement No. 1 dated August 11, 2014 (the “**Supplementary Agreement**”).
- C. The Supplementary Agreement amended the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- D. CMHC and MMAH entered into the 2016 Social Infrastructure Fund Agreement under the Agreement for Investment in Affordable Housing made as of April 1, 2016 (the “**2016 SIF IAH Agreement**”).
- E. MHO is now responsible for the above agreements signed by MMAH.
- F. MHO has established a Survivors of Domestic Violence Portable Housing Benefit Pilot (the “**Pilot**”) under which MHO will provide CMHC funding and provincial funding for certain portable housing benefits for survivors of domestic violence.
- G. MHO has allocated a total of \$12,635,387 in Federal and Provincial Funds available under the 2016 SIF IAH Agreement for the Pilot.

H. MHO and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager's obligations with respect to the administration of the Pilot and MHO's obligation to provide funding to the Service Manager for the Pilot.

NOW THEREFORE, MHO and the Service Manager agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement (including Schedule A), unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** has the meaning given to it in the recitals;
- **“CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014”** has the meaning given to it in the recitals;
- **“Effective Date”** has the meaning given to it at the top of the Agreement;
- **“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 Funds provided to the Service Manager under this Agreement for the Pilot;
- **“GOS”** means the Grants Ontario System;
- **“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.
- **“Maximum Funds”** means \$750,000 for the first Fiscal Year and \$750,000 for the second Fiscal Year;
- **“Ministry Notification”** means a notice in writing from MHO to a Service Manager regarding the Pilot;
- **“Parties”** means MHO and the Service Manager and **“Party”** means either of them, as the context may require;
- **“SHIP Component”** means the Social Housing Improvement Program to be administered by the Service Manager under an Administration Agreement with MHO.

- **“2016 SIF IAH Agreement”** has the meaning given to it in the recitals.
- **“2016 SIF IAH Components”** means the programs to be administered by the Service Manager under an Administration Agreement with MHO for the other programs funded under the 2016 SIF IAH Agreement.

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

- Schedule A - Survivors of Domestic Violence Portable Housing Pilot Requirements
- Schedule B - Communications Protocol Requirements
- Schedule C - French Language Services Report

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of the Schedules, 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. TERM

2.1 The term of the Agreement shall be from the Effective Date to June 30, 2018 unless terminated earlier in accordance with this Agreement.

3. COMPLIANCE WITH SCHEDULE

3.1 The Parties agree to comply with and abide by the terms and conditions set out in Schedule A to this Agreement. The Service Manager agrees to administer the Pilot in accordance with Schedule A.

4. REPORTING REQUIREMENTS

4.1 The Service Manager agrees to comply with the reporting requirements set out in Schedule A. All quarterly reports shall be done through GOS unless GOS is not available at the time of reporting or MHO directs otherwise.

5. FUNDS

5.1 MHO will provide up to the Maximum Funds to the Service Manager in accordance with Schedule A, but only up to March 31, 2018. The transfer of all Funds will be made by electronic funds transfer.

5.2 All Funds must be disbursed to recipients by March 31, 2018.

5.3 No Funds can be moved to the 2016 SIF IAH Components or to the SHIP Component from the Pilot.

5.4 Funds allocated for a Fiscal year must be spent in that Fiscal year or returned to MHO. Such Funds may not be carried over from one Fiscal year to the next.

6. COMMUNICATIONS PROTOCOL

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

7. FRENCH LANGUAGE SERVICES

- 7.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Pilot has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:
- (a) Ensure services are provided in French; and
 - (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Pilot are available in French.
- 7.2 The Service Manager agrees to submit a written report to MHO, in the form set out in Schedule C, by May 31 for each year of the Pilot, setting out whether the Service Manager or the subcontractor, as appropriate, has complied with Section 7.1.
- 7.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

8. CONFLICT OF INTEREST

- 8.1 The Service Manager will carry out the Pilot and use the Funds and without an actual, potential or perceived conflict of interest.
- 8.2 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 Pilot, the use of the Funds, or both.

8.3 The Service Manager will:

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

9. NOTICE

9.1 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 facsimile communication, 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 MHO:

Ministry of Housing
Attention: Director, Housing Programs Branch
777 Bay Street, 14th Floor
Toronto, ON
M5G 2E5

Fax: (416) 585-7003

(ii) in the case of notice to the Service Manager:

City of London Housing Services
P.O. Box 5035
267 Dundas St, 3rd Floor
London, ON
N6A 4L9

Fax: (519) 661-5804

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 facsimile communication 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 (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

10. INDEMNIFICATION

- 10.1 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 Pilot or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of MHO.
- 10.2 The Service Manager will, at its expense, to the extent requested by MHO, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 10.3 MHO may elect to participate in or conduct the defence of any proceeding by providing notice to the Service Manager of such election without prejudice to any other rights or remedies of MHO under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 10.4 The Service Manager will not enter into a settlement of any proceeding against any Indemnified Parties unless the Service Manager has obtained the prior written approval of MHO. If the Service Manager is requested by MHO to participate in or conduct the defence of any proceeding, MHO will co-operate with and assist the Service Manager to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 If MHO conducts the defence of any proceedings, the Service Manager will co-operate with and assist MHO to the fullest extent possible in the proceedings and any related settlement negotiations.

11. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 11.1 It will constitute an Event of Default if, in the opinion of MHO, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the

terms and conditions of the Agreement:

- (i) carry out the Pilot;
- (ii) comply with any term of Schedule A;
- (iii) use or spend Funds as required; or
- (iv) provide reports as required under the Agreement or as may be requested by MHO.

11.2 If an Event of Default occurs, MHO may, at any time, take one or more of the following actions:

- (a) initiate any action MHO considers necessary in order to facilitate the successful continuation or completion of the Pilot;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as MHO determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds MHO provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to MHO upon giving notice to the Service Manager.

11.3 If, in accordance with section 11.2(b), MHO provides the Service Manager with an opportunity to remedy the Event of Default, MHO will provide notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the notice period.

11.4 If MHO has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 11.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the notice period;
- (b) it becomes apparent to MHO 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 MHO,

MHO may extend the notice period, or initiate any one or more of the actions provided for in sections 11.2(a), (c), (d), (e), (f), (g), (h) and (i).

- 11.5 Termination under this Article will take effect as set out in the notice.
- 11.6 The Service Manager shall comply with a demand referred to in clauses 11.2(g) and (h) irrespective of whether it has transferred any of the relevant amounts to a third party.
- 11.7 The Service Manager shall repay to MHO all Funds that are not used for the purposes of the Pilot (unless recommitted and spent under section 2.3 of Schedule A) regardless of whether they have been provided to a third party (including where Funds are misused or provided to persons who are not the rightful recipients of the Funds).

12. TERMINATION

- 12.1 If MHO does not receive the necessary appropriation from the Ontario Legislature for any payment MHO is to make pursuant to this Agreement, MHO may terminate the Agreement immediately without liability, penalty or cost by giving notice to the Service Manager.
- 12.2 MHO may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' notice to the Service Manager.

13. GENERAL

- 13.1 The Service Manager shall submit information in the manner required by MHO and shall comply with all Ministry Notifications.
- 13.2 The Service Manager shall, on forty-eight (48) hours prior written notice, give MHO, his or her representatives and/or auditors free access to such staff, documents, books, records and accounts as may be determined by MHO, his or her representatives and/or auditors, for the purpose of verifying compliance with the Pilot and this Agreement. The Service Manager shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Manager in the performance of this Agreement. The Service Manager acknowledges that the Ministry may conduct a random audit of a sampling of Service Managers and its subcontractors in any year. No provision of the Agreement shall be construed so as to give MHO any control whatsoever over the Service Manager's records. For greater certainty, MHO's rights under this section are in addition to any rights provided to the Auditor General pursuant to section 9 (1) of the *Auditor General Act* (Ontario).
- 13.3 The Service Manager represents that it has not knowingly provided MHO 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 MHO in the performance of its obligations under this Agreement.

- 13.4 Any power, right or function of MHO, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Housing.
- 13.5 It is understood that the *Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by MHO pursuant to this Agreement.
- 13.6 The Service Manager represents and warrants that it shall comply with all relevant laws and legislation respecting freedom of information and protection of privacy, including, but not limited to the *Freedom of Information and Protection of Privacy Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Personal Information Protection and Electronic Documents Act*.
- 13.7 Each disbursement of Funds by MHO to the Service Manager under this Agreement is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither MHO nor CMHC shall have any liability under the Agreement in the event the respective appropriations are insufficient to meet the funding obligations of MHO.
- 13.8 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 MHO and the Service Manager as partners of each other.
- 13.9 The Service Manager acknowledges that CMHC is not a party to this Agreement.
- 13.10 No member of:
- (a) the House of Commons or Senate of Canada; or
 - (b) the Legislative Assembly of Ontario; or
 - (c) the Municipal Council or District Social Services Administration Board constituting the Service Manager herein or the Municipal Council of any local municipality of such Service Manager 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, including, without limitation, any contract, agreement or commission arising from or related to the Pilot.

- 13.11 All of the remedies available to MHO under this Agreement (including Schedule A), at equity and/or at law are cumulative and are not alternative and MHO shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 13.12 Notwithstanding any of the terms of this Agreement, MHO shall have the option of waiving any or all of its 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.

- 13.13 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 MHO and the Service Manager or its respective solicitors on its behalf, who are hereby expressly appointed in this regard.
- 13.14 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.15 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.
- 13.16 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.
- 13.17 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.
- 13.18 This Agreement shall be read with all changes of gender and number required by the context.
- 13.19 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.
- 13.20 If the Service Manager owes any money to MHO, whether or not its return or repayment has been demanded by MHO, such monies shall be deemed to be a debt due and owing to MHO by the Service Manager and the Service Manager shall pay or return the amount to MHO unless MHO otherwise directs. MHO may charge the Service Manager interest on any monies owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 13.21 MHO may set off any debt owing by the Service Manager to MHO under this Agreement against any amount payable by MHO to the Service Manager (including under the 2016 SIF IAH Components and SHIP Component).

- 13.22 The Service Manager shall not assign this Agreement without the prior written consent of MHO, which consent may be withheld, acting in his sole discretion.
- 13.23 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and its respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 13.22 restricting the Service Manager's ability to assign this Agreement.
- 13.24 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.
- 13.25 Articles 1, 4, 5, 10, 11, 12 and 13 and all repayment, adjustment of Funds and reporting provisions of this Agreement (including Schedule "A") shall survive the expiry or termination of this Agreement indefinitely.
- 13.26 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 Pilot;
 - (c) it has the full power and authority to enter into the Agreement; and
 - (d) it has taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.
- 13.27 The Service Manager acknowledges that should the Pilot expenses exceed the amount of the Funds, MHO is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Pilot.

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

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
MINISTER OF HOUSING**

Janet Hope
Assistant Deputy Minister

Date:

**THE CORPORATION OF THE CITY OF
LONDON**

Per: _____
Name:
Title:
Date: c/s

Per: _____
Name:
Title:
Date: c/s

I/We have the authority to bind the Service
Manager

SCHEDULE A

2016 SOCIAL INFRASTRUCTURE FUND

Survivors of Domestic Violence Portable Housing Benefit Pilot Requirements

1. INTERPRETATION

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

- **“Agreement”** means the Administration Agreement between MHO and the Service Manager to which this Schedule forms a part;
- **“Administration Costs”** means Pilot administration costs including those incurred for participation in the Pilot evaluation, planning activities, research consultations and professional services, staffing for those involved in the planning and administration activities, training and internal and administrative services (e.g. legal, human resources), but does not include,
 - (a) costs related to any travel, food or hospitality costs;
 - (b) costs not directly related to the Pilot;
 - (c) costs incurred prior to the date this Schedule is added to the Agreement;
 - (d) costs which are an inappropriate use of public funds in the sole opinion of MHO;
- **“Benefit Period”** means the period from July 1, 2016 to March 31, 2018;
- **“Consultant”** means the Management Consultant competitively procured by MHO for the purpose of working with Service Managers on the Pilot during 2016 and 2017;
- **“Eligible SPP Household”** means a household that:
 - (a) is on a social housing waiting list and has been included in the special priority household category under ss. 54 to 58 of O. Reg. 367/11 under the HSA; and
 - (b) consents in writing to participating in the evaluation of the Pilot;
- **“Eligible Unit”** means a Unit that meets the Unit Eligibility Criteria and in Appendix B;
- **“FIPPA”** means the Freedom of Information and Protection of Privacy Act;
- **“HSA”** means the Housing Services Act, 2011;

- “**MFIPPA**” means the Municipal Freedom of Information and Protection of Privacy Act;
- “**Pilot**” means the Survivors of Domestic Violence Portable Housing Benefit Pilot described under this Agreement;
- “**Take-up Plan**” means a Take-Up Plan in the form of Appendix A setting out the projected amount of Funds to be used for the Pilot, including for Administration Costs, in each quarter of each Fiscal Year of the Pilot and the projected number of households that will be assisted in each Fiscal Year under the Pilot;
- “**Unit**” means a self-contained residential dwelling or shared accommodation that meets the Unit Eligibility Criteria; and
- “**Unit Eligibility Criteria**” means the criteria set out in Appendix B.

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

Appendix A - Take-Up Plan

Appendix B – Unit Eligibility Criteria

Appendix C - Quarterly Report

Appendix D - Year End Report

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

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

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

2. TAKE-UP PLAN AND FUNDS

2.1 The Parties acknowledge that the Service Manager has provided its two-year Take-Up Plan to MHO for approval. MHO will provide approval of the Take-Up Plan with such amendments as MHO considers appropriate within a reasonable amount of time.

2.2 Subject to Section 5.1 of the Agreement and to adjustment in accordance with section 2.3 and 2.4, MHO shall transfer Funds to the Service Manager quarterly in accordance with the approved Take-Up Plan.

2.3 Without limiting any rights of MHO under Article 11 of the Agreement, if the Service Manager has not committed and spent all of the Funds allocated for the Fiscal Year as provided for in MHO approved Take-Up Plan, MHO may take one or both of the following actions:

- (a) demand the return of 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 under the Pilot fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

2.4 Despite subsection 2.2, in order to more accurately reflect the Service Manager's anticipated need for Funds, the Province may adjust the amount of the Funds to be provided based upon the quarterly spending forecasts submitted by the Service Manager pursuant to section 5.1. MHO may also adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon MHO's assessment of the information provided by the Service Manager in its reports.

2.5 The Service Manager will upon termination and/or expiry of the Agreement, return to MHO any Funds remaining in its possession or under its control.

2.6 On March 1, 2017, the Service Manager must provide to MHO for approval an updated Take-Up Plan providing updated projections for spending in the 2017/18 Fiscal Year. The updated Take-Up Plan will be deemed to replace the previously approved Take-Up Plan with respect to the 2017/18 Fiscal Year once approved by MHO. MHO will provide approval of the updated Take-Up Plan with such amendments as MHO considers appropriate within a reasonable amount of time.

2.7 All interest that accrues on Funds while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering the Pilot.

2.8 For greater certainty, should MHO, its sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 2.7, MHO may refuse to provide Funds under section 2.2.

2.9 A maximum of 10% of all Funds allocated to the Service Manager in a Fiscal Year under the approved Take-Up Plan may be used for Administration Costs.

2.10 In the event the Service Manager does not spend its total funding allocation, MHO may request repayment of the portion of the administration fee paid to the Service Manager that exceeds ten per cent (10%) of the spent Funding. The Service Manager shall repay amounts requested by MHO within thirty (30) days of the date MHO requests the repayment.

3. SERVICE MANAGER DELIVERY OBLIGATIONS

- 3.1 The Service Manager shall not expend Funds under the Pilot for a participating Eligible SPP Household after March 31, 2018. All Funds must be disbursed to recipients by March 31, 2018 or returned to MHO.
- 3.2 Following the Effective Date, the Service Manager must:
- (a) administer and deliver the Pilot;
 - (b) design the Pilot to suit local needs (including determining the amount of the Portable Housing Benefit and designing program materials) in accordance with applicable laws, including FIPPA and MFIPPA;
 - (c) determine the appropriate methods of data collection that address the privacy rights of participating Eligible SPP Households;
 - (d) distribute application forms to Eligible SPP Households;
 - (e) determine eligibility of applicants to the Pilot;
 - (f) issue eligibility notices to applicants;
 - (g) manage an objections process;
 - (h) use the Funds solely,
 - (i) to pay the Portable Housing Benefit monthly throughout the Benefit Period to participating Eligible SPP Households for the rental of Eligible Units, or to landlords of Eligible Units where the participant so directs,
 - (ii) if applicable, to pay participants' first and last months' rent; and
 - (iii) to offset Administration Costs in accordance with this Schedule;
 - (i) ensure that participating Eligible SPP Households do not lose their priority on the social housing waiting solely because they are participating in the Pilot;
 - (j) issue T5007 forms to Pilot participants, as required;
 - (k) at a minimum of once annually, reconfirm the on-going eligibility and monthly benefit amounts of Pilot participants;
 - (l) make reasonable efforts to recover amounts not paid to rightful recipients;
 - (m) immediately inform MHO of any misuse of Funds;
 - (n) ensure there is no overlap between HSA rent-geared-to-income assistance and the Portable Housing Benefit;
 - (o) manage transitions out of the Pilot;

- (p) promptly refund to MHO any monies that are not used for the purposes of the Pilot;
- (q) work with the Consultant to:
 - (i) participate in a pre-launch meeting in spring 2016 to learn about the Consultant's proposed framework for conducting the Program evaluation, as well as discuss expectations regarding how and when the Service Manager will work with the Consultant during the Pilot;
 - (ii) actively participate in the design of the evaluation framework for the Pilot;
 - (iii) develop application forms, surveys and other Pilot materials;
- (r) communicate to the Consultant the appropriate methods of data collection that meet the requirements of the Consultant's need to evaluate the Program and address the privacy rights of participating Eligible SPP Households;
- (s) distribute surveys and Pilot evaluation materials to Eligible SPP Households and landlords as required;
- (t) collect such qualitative and quantitative data as the Consultant may require and report it to the Consultant for analysis in connection with the Program evaluation;
- (u) implement the evaluation by sharing data with the Consultant, participating in on-going check-ins with the Consultant and providing feedback to the Consultant on data collection related issues;
- (v) participate in a close-out session with MHO and the Consultant to receive and discuss information regarding the findings of the Program evaluation; and
- (w) participate in other Pilot evaluation activities as directed by MHO.

4. INFORMATION COLLECTION

- 4.1 Following the Effective Date, the Service Manager must collect the following information on a monthly basis:
- (a) total number of households receiving funding;
 - (b) total number of Eligible SPP Households that decline the offer of a Portable Housing Benefit;
 - (c) total Pilot funding provided that month by the Service Manager to Pilot participants;
 - (d) for each household receiving funding, the monthly amount of funding committed by the Service Manager, the monthly rent payable and household composition;

- (e) notification when Pilot participants move to a new residence;
- (f) notification if any Pilot participants withdraws from the Pilot or is evicted from their unit;
- (g) total Pilot funding remaining unspent; and
- (h) total number of Pilot participants who no longer need the benefit to remain safely housed.

5. REPORTING REQUIREMENTS

- 5.1 Following the Effective Date, the Service Manager shall provide MHO, by July 31, October 31, January 31 and May 31 of each Fiscal Year, with a Quarterly Report in the form of Appendix B.
- 5.2 Following the Effective Date, the Service Manager shall provide MHO by May 31 in each Fiscal Year a Year End Report in the form of Appendix C.
- 5.3 The Service Manager shall provide MHO with such additional information, data and reports as MHO may require.
- 5.4 The Service Manager shall keep and maintain until March 31, 2025 all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Pilot.

6. MARKETING

- 6.1 Subject to Article 6 of the Agreement, the Service Manager shall promote and advertise the Pilot in the Service Manager's area as the Service Manager deems appropriate.

7. GENERAL

- 7.1 The Pilot is available from the Effective Date until March 31, 2018.
- 7.2 The Service Manager may engage a third party subcontractor (delivery agency) to assist it in the performance of this Agreement. Such assistance shall be limited to but may include the provision of the Portable Housing Benefit to Eligible SPP Households, in each case, by the third party subcontractor but otherwise in accordance with this Schedule. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all Funds until they are advanced to or on behalf of an Eligible SPP Household, and shall remain directly responsible to MHO under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Schedule. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.

APPENDIX A

Survivors of Domestic Violence - Portable Housing Benefit - TAKE-UP PLAN

Service Manager Name:

YEAR 1 - 2016-17

Activity	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	2016-17 TOTAL - Projected	Projected Number of Households Assisted
	\$	\$	\$	\$	\$	#
Program Delivery - Portable Housing Benefit					\$0	
Program Delivery - 1st & Last Month's Rent					\$0	
Program Administration					\$0	
Total	\$0	\$0	\$0	\$0	\$0	

YEAR 2 - 2017-18

Activity	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	2017-18 TOTAL- Projected	Projected Number of Households Assisted
	\$	\$	\$	\$	\$	#
Program Delivery - Portable Housing Benefit					\$0	
Program Delivery - 1st & Last Month's Rent					\$0	
Program Administration					\$0	
Total	\$0	\$0	\$0	\$0	\$0	

No Funds will be paid until the Service Manager's Take-Up Plan has been approved by MHO. Funds received in a Fiscal Year may be used in any quarter of that Fiscal Year but may only be used in that Fiscal

Year. Only 10% of all Funds allocated to the Service Manager in a Fiscal Year under the MHO approved Take-Up Plan may be used for Administration Costs.

Unless MHO notifies the Service Manager otherwise, instalments (as adjusted in accordance with the Agreement) will be paid on April 1, July 1, October 1 and January 1 of each Fiscal Year. Despite the foregoing, no instalment will be paid or be payable for the first quarter of the 2016/17 Fiscal Year.

I confirm that this Take-Up Plan for the Survivors of Domestic Violence - Portable Housing Benefit has been accurately prepared in accordance with the instructions as provided by the Ministry of Municipal Affairs and Housing with approvals by Council or by a delegated Service Manager authority.

Prepared By:

Print Name & Title

Signature

Date

Approved By:

(Delegated Service Manager Authority)

Print Name & Title

Signature

Date

APPENDIX B

UNIT ELIGIBILITY CRITERIA

1. To be an Eligible Unit (within the meaning of this Schedule and the 2016 SIF IAH Agreement) a Unit must satisfy each of the following requirements:
 - (a) Be modest, that is not exceed Average Market Rent (AMR) for the area, as updated by the Minister of Housing annually. In areas where the Service Manager is of the opinion that AMR does not represent the average market rents of a particular community, the Service Manager may submit alternate market rents for review and approval by the Minister;
 - (b) Such other requirements as the Service Manager may establish.
2. An Eligible Unit may be occupied by the applicant household. In-situ arrangements are permitted.
3. Only market units in social housing developments are eligible.
4. The following do not fit the definition of Eligible Unit:
 - (a) Nursing and retirement homes;
 - (b) Non-market units in social housing developments.

APPENDIX C

Survivors of Domestic Violence - Portable Housing Benefit – QUARTERLY REPORT

Service Manager Name:

Financial Reporting

Activity	Q1 Apr-Jun Actual / Forecast	Q2 Jul-Sep Actual / Forecast	Q3 Oct-Dec Actual / Forecast	Q4 Jan-Mar Actual / Forecast	Total	Total Projected	Variance
	\$	\$	\$	\$	\$	\$	\$
Program Delivery – Portable Housing Benefit					\$0	\$0	\$0
Program Delivery – 1 st & Last Month's Rent					\$0	\$0	\$0
Program Administration					\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Actuals are to be provided for the quarters preceding the report. Forecasts are to be provided for the remaining quarters.

Households Assisted

Total Number of Households Assisted in Q1/Q2/Q3/Q4**				
Household Identifier	Household Size	Start Date	Portable Housing Benefit Monthly Amount	Total Monthly Rent Paid
	#	Date	\$	\$

*Add rows as needed

**Total number of households assisted are specific to each quarter and not cumulative. Example: in Q1 only report households assisted in Q1; in Q2 only report households assisted in Q2.

I confirm, to the best of my knowledge, that the information in this Survivors of Domestic Violence - Portable Housing Benefit Quarterly Report is correct.

Prepared By:

Approved By:
(Delegated Service Manager
Authority)

Print Name & Title

Signature

Date

Print Name & Title

Signature

Date

APPENDIX D

Survivors of Domestic Violence - Portable Housing Benefit – YEAR-END REPORT

Service Manager Name:

Financial Reporting

Total Expenditures for the SDV-PHB Pilot

Activity	SDV-PHB Pilot Funding	Municipal Funding	Other Funding	2016-17 Total Actual
	\$	\$	\$	\$
Program Delivery - Portable Housing Benefit	\$0			\$0
Program Delivery - 1st & Last Month's Rent	\$0			\$0
Program Administration	\$0			\$0
Total	\$0	\$0	\$0	\$0

Please describe the types of activities that were funded using Program Administration funding.

Households Assisted

Measure	Number of Households
Number of Households Assisted under SDV-PHB Pilot in 2016-17	
Number of Households that rejected an offer of a Portable Housing Benefit	
Number of Households that withdrew from the SDV-PHB Pilot	
Number of Households that were evicted from the SDV-PHB Pilot	
Number of Households that no longer require a Portable Housing Benefit to remain safely housed.	
TOTAL	0

Please describe any support services that were provided to households as part of the SDV-PHB Pilot.

I confirm, to the best of my knowledge, that the information in this Survivors of Domestic Violence - Portable Housing Benefit Report is correct.

Prepared By:

Print Name & Title

Signature

Approved By:
(Delegated Service Manager Authority)

Print Name & Title

Signature

SCHEDULE B

COMMUNICATIONS PROTOCOL REQUIRMENTS

Excerpt from 2016 SIF IAH Agreement:

MMAH agrees to give public recognition of CMHC's role in providing financial assistance under this 2016 SIF Agreement, including recognizing Canada's contribution in respect of the Social Infrastructure economic growth funding. This may include items such as branding (e.g. Social Infrastructure Fund etc) and signage.

Excerpt from CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014:

SCHEDULE G

COMMUNICATIONS PROTOCOL

(Paragraph 11.1 of the Original Agreement)

G.1 GENERAL

- G.1.1 CMHC and MMAH (the "Parties") agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and timely communications with the public through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the applicant.
- G.1.2 CMHC and MMAH agree that all communications activities and products related to this Agreement, any Programs and any Projects shall recognize equally, refer to equally and give equal prominence and priority to the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing". Without limiting the generality of the proceeding sentence, this paragraph applies to all provisions of this Schedule.
- G.1.3 All public information material in relation to this Agreement shall be prepared jointly.
- G.1.4 Subject to G.1.2, both Parties agree to adhere to government visibility requirements. They will be provided by CMHC and MMAH Communications Branch as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage.

G.2 JOINT COMMITTEE

- G.2.1 There shall be a Joint Committee of senior CMHC and MMAH officials responsible for the implementation of the Communications Protocol. The Joint

Committee is a forum for sharing information on Investment in Affordable Housing 2011-2014 Projects and Programs, planning and approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.

- G.2.2 The Joint Committee will continue to exist and operated for as long as necessary to meet the requirements of this Agreement.
- G.2.3 The Joint Committee will consist of two members appointed by CMHC and two members appointed by MMAH.
- G.2.4 The Joint Committee will be headed by two Co-chairs. CMHC will appoint one of its two members as the CMHC Co-chair and MMAH will appoint one of its two members as the MMAH Co-chair.
- G.2.5 The Joint Committee will meet at least twice year.

G.3 COMMUNICATION WITH APPLICANTS AND OTHERS

- G.3.1 MMAH will provide the CMHC co-chair with information on each Project application which has been approved five business days before any communication of the approval to the applicant or others.
- G.3.2 All Project and Recipient approval notifications in a form acceptable to both parties shall identify the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" as sources of funding, under the "Investment in Affordable Housing 2011-2014.
- G.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded by the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" pursuant of this Agreement.

G.4 COMMUNICATION WITH THE PUBLIC

Public Information Products

- G.4.1 The Parties may develop information kits, brochures, public reports, and web site material, recognizing the joint funding, to inform potential applicants and the public about the Investment in Affordable Housing 2011-2014 and the Programs.

News Releases

- G.4.2 A joint news release shall be issued when this Agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release of each approved Project or group of Projects or Recipients (without disclosing personal information), in which each Party will have equal importance. A news release may include quotations from a federal and a provincial official, other contributors and the applicant. The Parties must agree on these quotations. The Parties shall agree on the timing of the news release.
- G.4.3 The Parties shall co-operate in organizing press conferences, announcements and official ceremonies. The Parties will agree on the message and public statements at such events. The Parties shall agree if, when and where special ceremonies and events will be held. Neither Party nor any municipality, applicant or contributor shall make any public announcement for a Project or Recipient, without first securing the agreement of the other Party. A Party must be informed of a proposed joint event at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the other Party agrees to the event.
- G.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least 20 working days of such a press conference, public announcement or joint event, which shall not be presented by one Party to another as final. The CMHC and Ontario Ministers or their designated representatives and each Party may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.
- G.4.5 The signing of this Agreement shall be the subject of an official ceremony
- G.4.6 The Parties shall work together to organize such announcements and official ceremonies, and shall follow a mutually agreed upon order precedence. The Parties should jointly agree on the message and public statements at such events.

Signage

- G.4.7 MMAH shall ensure that the applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The signage shall indicate that it is a Government of Canada – CMHC and Government of Ontario – MMAH (and municipal as applicable) Investment in Affordable Housing 2011-2014 Project, bear a message approved by each Party, and remain in place throughout the construction period.
- G.4.8 MMAH shall provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription.

- G.4.9 Design, wording and specifications of signs and plaques shall reflect the equal participation of the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” and must be approved by both Parties. Signs and plaques shall have appropriate spaces indicating participation by the municipality and the applicant, if requested.
- G.4.10 The Parties shall issue specifications for signs and plaques and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.

Advertising

- G.4.11 Either Party may organize an advertising or public information campaign, recognizing the joint funding, related to the Investment in Affordable Housing 2011-2014 and the Programs. However, it must inform the other Party of the contents of the campaign’s message at least 30 days before it is launched.

Payments

- G.4.12 All payments to approved applicants or others pursuant to or related to this Agreement will identify the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” as sources of funding, under the “Investment in Affordable Housing 2011-2014”.

G.5 COSTS

- G.5.1 The Joint Committee shall approved an annual communication plan and budget.
- G.5.2 Costs associated with the development and delivery of communications products and activities in the approved communications plan and budget are eligible costs under this Agreement. This would apply to cost incurred by either party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization of special events, as established by both Parties.

G.6 MUNICIPALITIES

- G.6.1 “Municipal and “municipality” include public bodies designated by MMAH as the local functionary for Programs.

SCHEDULE C

FRENCH LANGUAGE SERVICES REPORT

Service Manager:

Service Manager Address:

Service Manager Contact:

This report confirms that the **[Insert Service Manager Name]** is providing services under the Survivors of Domestic Violence - Portable Housing Benefit (SDV-PHB) Pilot (the "Pilot") and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

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

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

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service
Manager

Appendix A
(to the French Language Services Report)

As a Service Manager providing services under the Survivors of Domestic Violence-Portable Housing Benefit (SDV-PHB) Pilot and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Schedule B.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under the SDV-PHB Pilot in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

**Appendix B
(to the French Language Services Report)**

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of Peel	City of Mississauga; City of Brampton
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