

Bill No. 421
2011

By-law No. A.-

A By-law to authorize and approve a Contribution Agreement with Addiction Services of Thames Valley under the London CARES program; to delegate to the Executive Director certain authority under the agreement; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 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 Contribution Agreement to be entered into between The Corporation of the City of London and Addiction Services of Thames Valley attached as Schedule 1 to this by-law regarding funding under the London CARES program, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the agreement authorized and approved under section 1 of this by-law.
3. The Executive Director of Community Services is authorized to act under sections 3.2, 5.2(1)(a), 5.4, 8.1, 8.4, 17.1(d), 17.2, 17.3, and Appendix B.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 24, 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First Reading – October 24, 2011
Second Reading – October 24, 2011
Third Reading - October 24, 2011

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Schedule 1

<p>London Community Addictions Response Strategy – London CAREs CONTRIBUTION AGREEMENT</p>

BETWEEN:

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

AND:

ADDICTION SERVICES OF THAMES VALLEY
(herein referred to as the "Recipient")

WHEREAS at its December 3, 2007 meeting, City Council adopted clause 3 of the Community and Protective Services Committee report that certain actions be taken with respect to London’s Community Addictions Response Strategy – Phase One: A Plan to Improve the Health Outcomes of our Addicted and Homeless Population and Make the Downtown Safer (“London CAREs”);

AND WHEREAS City Council resolved at its December 17, 2007 meeting to approve in principle the revised and final draft of “London’s Community Addictions Response Strategy: Phase One – A Plan to Improve Health Outcomes for the Addicted Homeless Population and Make the Downtown Safer (London CAREs)”;

AND WHEREAS City Council accepted the proposal submitted by Addiction Services of Thames Valley regarding RFP 11-15 “London CAREs Outreach” at the allocated annual funding of \$540,000 HST included, based on a twenty-seven month contract;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, 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 107 of the *Municipal Act, 2001* provides that a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient provides certain outreach programs which the City is desirous of funding in furtherance of London CAREs;

AND WHEREAS council considers providing funding to the Recipient in furtherance of London CAREs to be in the interests of the municipality;

AND WHEREAS the Recipient agrees to undertake the Project as set out in Schedule A, and the City has agreed to make a contribution to the Recipient towards the costs of the Project on the terms and conditions set out herein;

Now, therefore, the City and the RECIPIENT agree as follows:



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1. Definitions

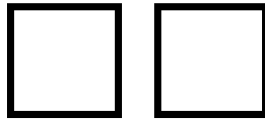
The following definitions apply to all documents forming an integral part of this Contribution Agreement:

"Confidential information" includes data and information relating to the affairs of the Recipient or the City and designated as confidential, including records belonging to the Recipient or the City, and any personal information in the meaning of the *Municipal Freedom of Information and Protection of Privacy Act*.

"Contribution Agreement" means this Agreement and includes documents listed in section 2, as well as any amendment made pursuant to section 33.

"Eligible Expenditures" means the costs approved by the Executive Director arising from budget items set out in Appendix B that are incurred by the Recipient in carrying out the Project during the term of this Contribution Agreement.

"Executive Director" means the Executive Director of Community Services for the City.



"Material" means designs, reports, photographs, drawings, plans, specifications, documents, tools, resources, computer software, surveys, calculations and other data, as well as information collected, computed, drawn or produced with funds obtained through this Contribution Agreement, including computer web sites and printouts.

"Project" means the activities and functions described in **Appendix A**.

"Program/Initiative" means the Program or Initiative called **London CARES**.

"Recipient" means the organization to whom funding is being made and who is responsible for carrying out the obligations set out in this Contribution Agreement.

"Records" means invoices, receipts, vouchers, bank statements and all transactional information pertaining to expenditures and commitments made by the Recipient or its agents in carrying out the Project and the obligations of this Contribution Agreement.

TERMS OF AGREEMENT

2. Documents Constituting this Contribution Agreement

The following items form an integral part of this Contribution Agreement:

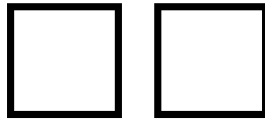
- the Preamble
- the Terms of Agreement
- Appendix A entitled the "Project Description"
- Appendix B entitled "Budget Items/Eligible Expenditures"
- Appendix C entitled "Reporting Plan"

3. Project

- 3.1 The Project is as set out in **Appendix A**.
- 3.2 Once this Contribution Agreement has taken effect, any changes to the Project shall require the prior written approval of the Executive Director.
- 3.3 Project components in **Appendix A** will be evaluated annually by the City and the City may modify these components. **Section 17** of this Agreement applies in the event the Recipient is unable to carry out the Project as modified.

START Guide

- 3.4 (a) The Recipient shall adopt the minimum standards approved by the START Guide Monitoring Body for the START Guide (Street and vulnerable youth services standards that provide: **Trust Accountability Responsiveness To ensure consistent support for youth**).
- (b) The parties acknowledge that the current START Guide was revised November 2009, and any reference to the START Guide shall mean the revised November 2009 version, or any other version approved by the City.
- (c) The Recipient acknowledges it has received and has read the current version of the START Guide.
- (d) The Recipient shall ensure that its staff and volunteers are trained in START Guide Minimum Standards.



(e) The Recipient shall annually have verification by the START Guide Monitoring Body that it meets the current START Guide Minimum Standards as determined by the START Guide Monitoring Body.

4. Effective Date and Term

This Contribution Agreement will commence on the later of:

- 4.1 the date of signature of all parties; or
- 4.2 October 24, 2011

and will end on December 31, 2013, unless terminated earlier pursuant to sections 8, 17 or 33.

Renewals

- 4.3 Subject to the availability of funding, the authorized representatives of the City and the Recipient may mutually agree in writing to renew this Agreement for further one-year terms commencing January 1, and terminating December 31 of the same year, for a maximum of three one-year renewals.

5. Funding

- 5.1 Subject to the terms of this Contribution Agreement, the City agrees to make funding payments to the Recipient in an amount to be determined by the City and towards eligible expenses, to carry out the Project, dependent upon the budget approval for funds by the City's municipal Council for the fiscal year in which the payment is to be made for the London CARES Program. The maximum amount of funding for the term of this agreement is set out in **Appendix B**.
- 5.2 The payments shall be made as follows:
 - 1) (a) an initial advance equal to the estimated cash flow requirements of the Recipient, for the first year of the Contribution Agreement (October 24, 2011 to December 31, 2011), payable within fifteen (15) calendar days of the signing of this Contribution Agreement;
 - (b) subsequent payments shall be made **semi-annually** upon receipt and verification by the City of the Expenditure Budget Status Report set out in **Appendix C** submitted by the Recipient; and
 - (c) payments shall be subject to adjustments based on the accounting for the previous payments and reports received.
- 2) The City may withhold up to **FORTY THOUSAND dollars (\$40,000.00)** from the final payment. This holdback will be released following receipt and verification of:
 - (a) the Recipient's final duly completed Expenditures Budget Status Report and such other reports as the Recipient is required to submit pursuant to the Reporting Plan (**Appendix C**), as well as any audit report required by the City; or
 - (b) such other documentation and information that the City may, at its sole discretion, request from the Recipient.



5.3 Failure to submit reports for London CARES, as set out in the Reporting Plan (Appendix C) of this Contribution Agreement, will result in the non-payment of subsequent payments for this Project until all outstanding reports are submitted and approved by the City.

5.4 Any interest earned on the funds must either be returned to the City or, with prior written approval from the Executive Director, used to enhance the project.

6. Diligence

The Recipient shall carry out the Project in a diligent and professional manner and in compliance with all applicable laws, by-laws, policies, rules and regulations.

7. Funding (subject to budget approval)

Payment of a contribution in any fiscal year is subject to there being budget approval by the Council for the City for the fiscal year in which any commitment would come due for payment.

8. Funding Changes

Notwithstanding the City's determination to honour the terms of this Contribution Agreement and support the Recipient's efforts to achieve the objectives of the Program/Initiative, extraordinary circumstances may require that there be changes to the funding of this Contribution Agreement.

8.1 The Executive Director may reduce or terminate funding under this Contribution Agreement in response to the Council for the City reducing or terminating funding under the City's annual Budget, or a re-structuring or re-ordering of the mandate and responsibilities that impacts on the Program/Initiative under which the Contribution Agreement is made.

8.2 If the funding for a Program/Initiative is reduced as a result of a decision or occurrence mentioned in 8.1, the amount remaining unpaid under this Contribution Agreement may be reduced, as of the date the reduction takes effect, by a percentage equal to the percentage of the reduction.

8.3 If a Program/Initiative or its funding is terminated as a result of a decision mentioned in 8.1, funding under this Contribution Agreement will be terminated as of the date the funding termination comes into effect.

8.4 In the event of a funding reduction or termination, the Executive Director shall give notice in writing to the Recipient of the relevant decision and its impact on the Contribution Agreement, as early as possible.

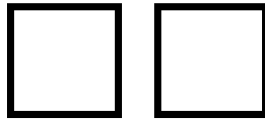
9. General Accounting Practices and Principles

From the outset, the Recipient accepts accountability for demonstrating good management practices in financial planning, expenditure control, and reporting. The Recipient agrees to adhere to generally accepted accounting principles. This management accountability may be verified through the annual audit reports prepared by the Recipient's official auditors. Where such a report is prepared, the Recipient shall provide a copy to the City within twenty (20) calendar days of its release.

10. Use of funds

The Recipient shall use the funds provided under this Contribution Agreement solely to cover Eligible Expenditures in accordance with the approved budget items (Appendix B).

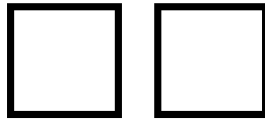
11. Surplus and Overpayments



- 11.1 Any amount that the Recipient is under an obligation to refund to the City, under this Contribution Agreement, shall be a debt owing to the City.
- 11.2 The Recipient shall inform the City in writing of any potential under spending for any given fiscal year, on or before the 4th day in January.
- 11.3 The Recipient shall, within twenty (20) calendar days of the effective date of this Contribution Agreement, declare to the City any amounts owing to the City. The City may deduct these amounts from any further amounts due to the Recipient under this Contribution Agreement.
- 11.4 The Recipient shall, for the purposes outlined in the Project and for the duration of this Contribution Agreement, declare to the City any and all actual or anticipated sources of funding from any level of government or private source, in addition to the funding received under this Contribution Agreement.

12. Refund

- 12.1 The Recipient shall repay to the City any and all disallowed expenditures and overpayments made under this Contribution Agreement. In the event that any such excess arising from this Contribution Agreement is not promptly refunded, the City may deduct the identified amount from any further amounts due to the Recipient.
- 12.2 The Recipient shall refund to the City:
 - (a) within fifteen (15) calendar days of the termination or expiry of this Contribution Agreement, any funds advanced to the Recipient and not spent prior to the termination or expiry of this Contribution Agreement;
 - (b) immediately upon a written request by the City, any funds advanced to the Recipient for which, in the opinion of the City, no satisfactory evidence has been provided by the Recipient that the money has been spent in accordance with this Contribution Agreement;
 - (c) within fifteen (15) calendar days of the end of a fiscal year, any funds that were advanced and not spent prior to March 31st of any fiscal year for the duration of this Contribution Agreement;
 - (d) immediately upon request, amounts paid in error; and
 - (e) immediately upon request, amounts received by the Recipient from other sources to cover expenditures for which the Recipient received funding under this Contribution Agreement.
- 12.3 The City may withhold from any payment due under this Contribution Agreement or any subsequent agreement between the City and the Recipient
 - (a) any funds that the Recipient is required to refund to the City pursuant to subsections 12.1 and 12.2;
 - (b) any funds to be received by the Recipient under the terms of a previous agreement between the City and the Recipient:
 - (i) that had not been spent when the previous agreement ended or was terminated, and that had not been refunded to the City, or
 - (ii) for which, in the opinion of the City, no satisfactory evidence has been provided by the Recipient that the money has been spent in accordance with that agreement.
- 12.4 The refund, in the form of a cheque made out to The Corporation of the City of London, is to be sent to the City as stated in Section 36.1 of this Contribution Agreement.



13. Budget and Financial Reports

- 13.1 Using the Cashflow Forecast and Record of Expenditures Form, the Recipient shall submit, for the City's approval, an updated cash flow report showing actual expenditures and adjusted budget forecasts for subsequent reporting periods within that fiscal year, or for later fiscal years. Pursuant to **Appendix C**, these reports are due on the 15th day of the following month.
- 13.2 In accordance with **Appendix C**, the Recipient shall, within twenty (20) calendar days of the termination or expiry of this Contribution Agreement, submit to the City **a final financial statement/invoice/claim, and/or an electronic copy of the final report (including the evaluation report), and three (3) copies of each of the materials produced by the Recipient for the Project.**

14. Records and Audit

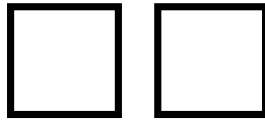
- 14.1 The City reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms and conditions of this Contribution Agreement. The scope, coverage and timing of such audit shall be as determined by the City, and may be carried out by employees or agents of the City at the City's expense.
- 14.2 The Recipient shall:
- (a) acknowledge that the City or its agents may audit any or all of the records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Contribution Agreement, as is necessary to satisfy the City that the objectives and activities of the Program/Initiative have been carried out and that the funds have been spent in accordance with the terms of this Contribution Agreement;
 - (b) keep accounts and records of all financial transactions in accordance with generally accepted accounting principles;
 - (c) make such records available for audit by the City upon reasonable notice, and permit the City to audit and inspect the records, and to take extracts from and make copies of the records;
 - (d) provide reasonable facilities to the City for such audits and inspections and provide the City with all information necessary to understand the records;
 - (e) keep all records intact for six (6) years after the termination or expiry of this Contribution Agreement, unless otherwise notified in writing by the City that such records are no longer needed;
 - (f) immediately reimburse the City any overpayments or unallowed expenditures, as determined by the audit; and
 - (g) maintain any personal records in an appropriate and confidential manner.

15. Access to Staff, Records and Premises

- 15.1 Upon reasonable notice, the Recipient agrees to provide the City with access to the Recipient's staff, records and premises for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this Contribution Agreement, and related to the evaluation of the effectiveness or efficiency of the Program/Initiative.

16. Evaluation

- 16.1 The Recipient shall carry out an evaluation of the Project funded through this Contribution Agreement in accordance with the City's guidelines.
- 16.2 The Recipient must submit the results of the evaluation to the City.



17. Default

17.1 The following constitute events of default:

- (a) the Recipient fails to perform or comply with any term, condition or obligation under this Contribution Agreement;
- (b) the Recipient, in support of its application for funding, or proposal, or in connection with this Contribution Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the City;
- (c) the Recipient fails to make progress so as to jeopardize the success or outcome of the Project;
- (d) in the opinion of the City or Executive Director, there is a detrimental change in the Recipient's ability to carry out its responsibilities under this Contribution Agreement;
- (e) the Recipient ceases to operate;
- (f) the Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvent debtors; or
- (g) the Recipient is dissolved, or an order is made or resolution passed for the winding up of the Recipient.

17.2 If, in the opinion of the City or Executive Director an event of default occurs, the City or Executive Director may, with prior notice to the Recipient and without restricting any remedies otherwise available,

- (a) arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;
- (b) require that the Recipient take such reasonable action as may be necessary to remedy the event of default;
- (c) audit or cause to have audited the accounts and records of the Recipient;
- (d) direct the Recipient to repay forthwith to the City all or part of the funds paid under this Contribution Agreement;
- (e) withhold all or part of the funds payable under this Contribution Agreement; or
- (f) terminate the Contribution Agreement and the City's obligation to provide any further funding to the Recipient.

17.3 The City or Executive Director may exercise any one or more of the remedies set out in section 17.2.

18. Assets

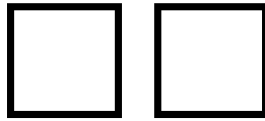
18.1 For the purpose of this section, the term "Asset" means any asset:

- (a) acquired by the Recipient with funding under this Contribution Agreement, or under a previous Contribution Agreement funded by the same Program; and
- (b) not consumed or expended in the natural course of its use.

18.2 The Recipient shall report to the City on such assets in accordance with the requirements in the Reporting Plan (Appendix C).

18.3 During the term of this Contribution Agreement, the Recipient shall not:

- (a) sell, exchange, transfer or dispose of any "Asset(s)", where the initial acquisition cost to the Recipient was **TWO THOUSAND dollars (\$2,000.00)** or more; or
- (b) pledge, mortgage, charge or permit the creation of any security interest, claim or lien against the "Asset(s)", where the initial acquisition cost to the Recipient was **TWO THOUSAND dollars (\$2,000.00)** or more;



except with the prior written consent of the City, and in accordance with such terms and conditions as may be imposed by the City.

18.4 At the expiration of this Contribution Agreement or upon its earlier termination, the Recipient shall provide an inventory of the asset(s) it has preserved, and, if so directed by the City, shall:

- (a) sell any preserved project asset(s) at fair market value and
 - (i) apply the funds realized from such sale against the costs of the Project to offset the City's contribution to the Eligible Expenditures; or
 - (ii) repay the funds realized from such sale forthwith to the City;
- (b) transfer any preserved project asset(s) to another person or organization designated or approved by the City; or
- (c) dispose of any preserved project asset(s) in such other manner as determined by the City.

19. Acknowledgement of Funding and Disclaimer

19.1 The Recipient shall acknowledge the funding received from the City in any published paper, report, promotional activity, public presentation and electronic material related to the Project in the following manner:

“Production of this _____ has been made possible through financial funding from the City of London.”

19.2 The Recipient shall, unless otherwise directed by the City, ensure that the following disclaimer appears on any materials developed for public distribution under this Contribution Agreement:

“The views expressed herein do not necessarily represent the views of The Corporation of the City of London.”

20. Liability

20.1 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its agents, employees, contractors or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation with this Contribution Agreement.

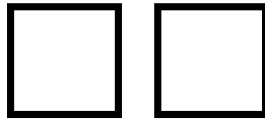
20.2 Neither the Recipient, the Recipient's personnel nor anyone who is asked by the Recipient to help with the Project or who is engaged to carry out the Project or part of the Project is an employee, servant, partner or agent of the City. This includes voluntary workers, subcontractors and agents of the Recipient.

20.3 The Recipient agrees not to represent itself as an agent or a partner of the City at any time or in any situation.

20.4 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, and the Canada Customs and Revenue Agency (Income Tax).

21. Reserved

22. Conflict of Interest



22.1 While this Contribution Agreement is in effect, the Recipient will not pursue other interests that are inconsistent with those covered by this Contribution Agreement.

22.2 The Recipient declares that it has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out this Contribution Agreement or in awarding these funds to the Recipient. Should such an interest be acquired during the term of this Contribution Agreement, the Recipient shall declare it immediately to the City.

23. Intellectual Property Rights

23.1 Any material produced by the Recipient in carrying out its obligations under this Contribution Agreement shall vest in and remain the property of the Recipient, unless otherwise agreed to. The Recipient shall report to the City what material, if any, has been produced under this Contribution Agreement.

23.2 The Recipient hereby grants to the City a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free license to make, copy, translate, use, produce or further develop all materials for any purpose, except sale or licensing in commercial competition with the Recipient. The City's license also includes the right to disclose the components to other organizations for information purposes only. The Recipient hereby agrees to waive its moral rights to any such work.

24. Confidentiality

24.1 The City and the Recipient shall both protect any confidential information according to applicable federal and provincial legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection and Electronic Documents Act*.

24.2 The City and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties and in accordance with applicable privacy legislation, except where the release of confidential information is agreed to in advance by way of a signed Consent to Release Information document and that complies with applicable privacy legislation.

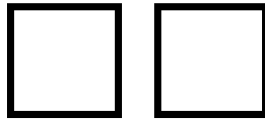
24.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, servants or agents become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates except in accordance with applicable legislation.

24.4 The City shall ensure that all personal information to which the City or its officers, servants or agents become privy, shall be treated in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

25. Indemnification

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

- (a) any breach of this Agreement by any of the Recipient, the Recipient's employees, or persons for whom the Recipient is at law responsible;



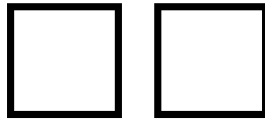
- (b) any loss or misuse of funds held by the Recipient, the Recipient's employees, or persons for whom the Recipient is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Recipient, the Recipient's employees, or any person for whom the Recipient is at law responsible in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

25.2 The Recipient further agrees that this indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this agreement

26. Insurance

26.1 Throughout the term of this Agreement, the Recipient shall maintain

- (1) General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) to cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or participants, in carrying out the Project such and shall include the City as an additional insured 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.
- (2) In addition, the Recipient shall furnish the City with evidence of a Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in section 5.1 of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.
- (3) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.
- (4) The Recipient shall submit on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.
- (5) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.



- (6) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under

27. Assignment

The Recipient shall not assign this Contribution Agreement or any part or responsibility thereof, any obligation therein, or any payments to be made thereunder without the prior written consent of the City. Any assignment made without that prior written consent is void and of no effect.

28. Successors

This Contribution Agreement is binding upon the parties and their respective administrators and successors.

29. Breach or Nonfulfillment

The failure of either the City or the Recipient to give notice to the other of the breach or nonfulfillment of any provision of this Contribution Agreement shall not:

- (a) constitute acceptance of the breach or nonfulfillment;
- (b) constitute acceptance of a further breach or nonfulfillment of the same provision; nor
- (c) constitute acceptance of the breach or nonfulfillment of any other provision of this Contribution Agreement.

30. Laws of Interpretation

This Contribution Agreement shall be interpreted in accordance with the laws in force in the **Province of Ontario** and any applicable Federal laws.

31. Dispute Resolution

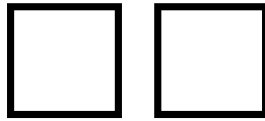
31.1 In the event of a dispute under this Contribution Agreement for which mediation is appropriate, the parties agree to use the procedures set out in sections 31.2, 31.3, 31.4 and 31.5 below prior to pursuing any other legal remedy. Issues of "Public Law" such as constitutional, Charter, administrative, criminal or tax law are not appropriate for such dispute resolution.

31.2 At the onset of a dispute, the parties, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.

31.3 If the parties are unable to settle the dispute by negotiation within ten (10) business days or any other period agreed to, the parties shall agree to submit the dispute to mediation. As governed by a "MEDIATION Agreement", the terms of the mediation and the role of the mediator shall be negotiated and agreed upon by both parties.

31.4 The parties shall jointly select a single mediator within fourteen (14) calendar days of submitting the dispute to mediation. In the event that the parties are unable to agree upon the choice of a mediator, one will be chosen by the Arbitration and Mediation Institute of Canada upon application by one or more of the parties.

31.5 The parties agree to participate in good faith in the mediation for a period of up to sixty (60) calendar days (which they may extend on mutual agreement). If they cannot resolve the dispute within that time period, the parties are free to submit the dispute to litigation or any other dispute resolution procedure.



31.6 The ability of the City to take action under this Contribution Agreement shall not be prejudiced by this section or any procedure flowing from it.

32. Amending or Terminating the Contribution Agreement

32.1 This Contribution Agreement shall only be amended, in writing, by mutual consent of the City and the Recipient.

32.2 This Contribution Agreement may be terminated, in writing, by mutual consent of the City and the Recipient.

32.3 Nothing in section 31.2 limits the City's ability to terminate this Contribution Agreement under section 8 or 17 of this Contribution Agreement.

33. Entire Contribution Agreement

This Contribution Agreement sets forth the entire Contribution Agreement and understanding between the City and the Recipient and supersedes and cancels all previous negotiations, Contribution Agreements, applications, commitments, and writings with respect to the Project.

34. Obligations Surviving Termination

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiry of this Contribution Agreement until, and unless, they are fulfilled, or by their nature expire.

35. Notice

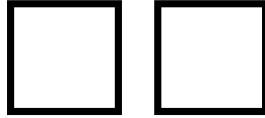
35.1 Any notice, request, direction or other communication required to be given or made under this Contribution Agreement shall be in writing and shall be deemed to be sufficient if sent by registered mail, telegram, or facsimile, or delivered in person to the other party, at the following address:

For the **City**:
The Corporation of the City of London
Attention: City Clerk
300 Dufferin Avenue
P.O. Box 5035
LONDON, ON N6A 4L9

For the **Recipient**:
Addiction Services of Thames Valley
Attention: Executive Director
260-200 Queens Avenue
LONDON, ON N6A 1J3
Fax: 519 673-1022
Email: lsibley@adstv.on.ca

35.2 Such notice, request, direction or other communication shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by telegram, facsimile or delivered in person.

35.3 All payments shall be made by a negotiable instrument sent to the Recipient by ordinary prepaid mail at the address indicated in section 34.1, unless otherwise specified in writing by the Recipient, or by any other commercially recognized method of payment.



36. Representatives/Signatories

This Contribution Agreement has been executed on behalf of the Recipient by its duly authorized representatives and on behalf of the City under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED

For the Recipient:

ADDICTION SERVICES OF THAMES VALLEY

Date: _____

(signature)

(Print Name)

(Print Title)

(signature)

(Print Name)

(Print Title)

I/We have authority to bind the
Corporation.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Joe Fontana, Mayor

Date: _____

Catharine Saunders, City Clerk



APPENDIX A

PROJECT DESCRIPTION

London CARES Background

London CARES is an innovative Council approved strategy aimed at improving the health outcomes of street involved and homeless individuals who live with the challenges of poverty, addiction and mental illness. The five year integrated strategy commenced in mid 2008 and focuses on individuals with these complex and often co-occurring challenges residing in, or relying on, our downtown and core neighbourhoods.

This unique approach applies the internationally accepted four pillar approach to respond to addictions and incorporates treatment, prevention, justice response and harm reduction. London CARES created a fifth pillar of collaboration and integration. This unifying pillar engages individuals with lived experience, businesses and residents in the design and delivery of London CARES and incorporated standards of service to all funded agencies.

Addictions Services Thames Valley (ADSTV) Project:

1. Component - London CARES Coordinator

ADSTV shall employ a "London CARES Coordinator". The London CARES Coordinator will administer and oversee all components of London CARES including Outreach, Housing Stability, Housing Selection, Peer Engagement and Safe Haven, to ensure a focused, integrated and collaborative response to the priority groups identified by London CARES. ADSTV understand that the London CARES Coordinator is tasked with the organization of services, partners, assignments, data information and case management. The London CARES Coordinator reports to ADSTV and provides regular updates to the London CARES Steering Committee.

Staffing

ADSTV shall employ one London CARES Coordinator to oversee the London CARES program components and will work from the London CARES office.

2. Component - London CARES Outreach

ADSTV shall employ individuals for an "Outreach Team". The purpose of the Outreach Team will be to establish and maintain relationships with individuals who are at-risk of persistent homelessness and individuals at imminent risk of homelessness as a result of their "first time" street presence. ADSTV shall ensure that staff on the "Outreach Team" will support participants where the participants are located and assist them through their individualized client path in an effort to initiate a sustainable housing plan for the participants. ADSTV shall ensure that all services provided by the Outreach Team are about creating opportunity for the individual or family to leave or prepare to leave their current living conditions. ADSTV shall ensure that the Outreach Team will provide survival gear or articles that assist clients to sustain themselves in their current state. When individuals indicate that they are ready to move to housing, ADSTV shall ensure that the Outreach Team offer immediate opportunities to those individuals.

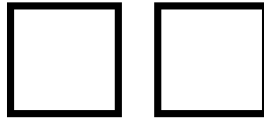
Staffing

ADSTV shall employ a team of seven people, comprised of one team leader and six outreach workers, who will work under the direction of the London CARES Coordinator, and all of whom will work from the London CARES office.

Targets

By December 31, 2013 ADSTV shall ensure that a total of 50 individuals experiencing chronic or persistent homelessness will have achieved housing stability.

By December 31, 2013, ADSTV shall ensure that a total of 100 individuals will have been prevented from experiencing persistent or chronic homelessness.



London CARES Goals and Outcomes

ADSTV acknowledges that the following are identified as achievable goals and outcomes for participants receiving London CARES services:

- Increased housing accessibility
- Housing stability
- Income stability
- Increased access to health care services
- Improved addiction recovery
- Improved physical, mental and spiritual health
- Increased personal capacity
- Increased life skill development
- Mutual trust
- Food security
- Increased meaningful activity
- Improved quality of life

ADSTV acknowledges that the following are identified as achievable system goals and outcomes, as a result of London CARES programs, services and efforts:

- Reduced persistent homelessness
- Prevented persistent homelessness
- Increased housing accessibility
- Reduced use of crisis services
- Reduced costs to emergency, police and justice, social and health systems
- Reduced inappropriate use of emergency services
- Increased access to health, mental health, addictions and social services
- Increased community capacity
- Mutual trust
- Systems adapt to become more responsive
- Decreased negative impacts to individual and community

Operating Structure

ADSTV shall ensure that all components of London CARES (Outreach, Housing Stability, Housing Selection, Peer Engagement, Safe Haven, and any other components agreed to between the City and ADSTV), will be administered by the London CARES Coordinator, who shall be accountable to the London CARES Steering Committee.

A centralized office will support case meetings and management, sharing of information and coordination of services. This office provides working space for the London CARES Coordinator, Outreach Staff, Peers, Housing Stability Facilitators and the Housing Selection Worker.

ADSTV shall obtain a Police Records and Vulnerable Position Screening clearance for all employees (not employed by the City of London) who will be providing CARES services and ensure that they are kept current throughout the contract period. ADSTV must make these documents available for review by the City of London upon request. The City will conduct random reviews (ADSTV will receive advance notice) at the providers' office to ensure that there is documentation showing compliance. Failure by ADSTV to provide the documentation when requested could result in cancellation of the contract.

Technology and Communication

ADSTV shall ensure that all London CARES staff members it employs under this Agreement maintains a London CARES email account, as follows: Name@Cares.ca

ADSTV shall ensure that the London CARES office maintains a telephone number (519-661-CARE (2273)) and answering service to collect messages. ADSTV shall ensure that the London CARES Coordinator and Team Leader respond to or re-direct messages left at this number.

ADSTV agrees that it will use the Homeless Individuals and Families Information System (HIFIS) if requested to do so by the City. ADSTV agrees to enter into agreements as necessary



to implement the use of HIFIS, if requested by the City. ADSTV understands that HIFIS may require exchange of information between other agencies.

Data Integration: Collecting, Sharing and Documenting

Purpose

ADSTV agrees that it shall integrate data exchange and collection to provide enhanced case management services and comprehensive reporting, if requested to do so by the City. Integrated data collection by multiple London CARES agencies, will capture the work and support provided by numerous service providers, document the number of people serviced and resources distributed, maintain participant records of all health-related issues, monitor details of conflicts involving participants and monitor the progress and outcomes related to participant's housing stability.

ADSTV acknowledges that this integration is intended to enhance client tracking and allow for improved case planning, reduce duplication of services and provide more effective service delivery.

Data Integration Principles

ADSTV acknowledges that the following principles of service apply to Data Integration:

- independence and quality of life will be promoted through the coordination and collection of information within and across service systems;
- information security and privacy will be paramount;
- London CARES protocols and communication practices will be observed;
- data exchanged will be confidential; and
- a collaborative approach to case planning and record keeping will be applied with London CARES staff and peers to better coordinate client services.

Data Integration Responsibilities

ADSTV shall ensure that individuals it employs under this Agreement shall:

- document how many people have been served and the number of resources distributed;
- record the types of goods and services provided, such as food bank and counselling services;
- ensure data exchanged is completely confidential;
- ensure client names are encrypted and no identifiers revealed;
- develop and maintain case management plans, including case notes that reflect the multiple and changing needs of the clients;
- access housing resources, landlord roster, housing options, types and availability;
- monitor progress and outcomes when attempting to place participants in suitable housing;
- record follow-up;
- obtain any required consents from individuals for the collection, retention, use and disclosure of their information; and
- report on outreach services ensuring duplication does not occur and building capacity within the community.

Outcomes

ADSTV shall assist in compiling a common London CARES database of information including case management plans, community supports and case notes in order to:

- improve collection of demographic data and co-ordination of case management;
- improve client tracking and planning;
- decrease duplication efforts and conflicts with the community;
- link comprehensive, accurate information to multiple sector; and
- maintain cooperative case and service plans.

ADSTV acknowledges that the integration of information between housing and homeless services is intended to improve overall health outcomes, improve longer-term housing outcomes, reduce fewer days homeless and improve cost-efficiencies in service delivery.



System Governance / Accountability and Leadership

ADSTV agrees that the City maintains overall guidance and policy direction for the London CARES initiative.

London CARES adopts a shared leadership and stewardship model based on strong practices of collaboration and integration. This model of shared ownership and shared responsibility reflects an outcome based approach that builds and adapts based on research, best practices and innovation including London CARES focussed business tools.

ADSTV agrees that primary governance and accountability will be achieved through a combination of an oversight body, the London CARES Steering Committee, the London CARES Coordinator and the City.

City of London Responsibilities

ADSTV agrees that the City may at its discretion provide funding for London CARES services. ADSTV further agrees that the City shall provide an oversight to all London CARES services and to the Steering Committee. ADSTV further agrees that day to day leadership will be provided by the City's Manager of Homelessness, Hostels and Special Populations.

ADSTV acknowledges the City will:

- provide support, as the City's sees fit and in the City's sole discretion, to the London CARES Coordinator, but that the City shall in no way be the employer of the London CARES Coordinator;
- coordinate and co-facilitate the London CARES Steering Committee and support, where reasonably possible, its overall cooperation and integration; and
- facilitate a review process quarterly, on the effectiveness of the components, acquiring feedback from the London CARES components and London CARES Steering Committee and providing the feedback to the component staff, at the City's discretion.

London CARES Coordinator: Leadership and Supervision

Purpose

London CARES recognizes that a single Coordinator tasked with the organization of services, partners, assignments, data information and case management will help to ensure an effective and harmonized community response aimed at achieving housing stability and reducing homelessness.

The London CARES Coordinator will administer and oversee all components of London CARES including Outreach, Housing Stability, Housing Selection, Peer Engagement and Safe Havens, to ensure a focussed, integrated and collaborative response to the priority groups identified by London CARES. The London CARES Coordinator reports to the funded agency and provides regular updates to the London CARES Steering Committee.

London CARES Coordinator Principles

- ADSTV agrees that the following principles apply to the role of the London CARES Coordinator:
- all services administered by the London CARES Coordinator are about creating opportunities for the individual or family to maintain their housing and observe the principles for London CARES.
 - the London CARES Coordinator works within a highly integrated multi-sectoral environment that does not duplicate other community based services and complements the interdependent service model;
 - interdependence and quality of life will be promoted through the provision of diverse, varied housing options, on-going and immediate supports and the coordination of relationships between participants, landlords, community agencies and London CARES;
 - a participants choice in housing is paramount to their satisfaction and success in maintaining housing;
 - support is participant centred, solution focused and strength based;



- relationships are collaborative and flexible; and
- a collective approach to record keeping will be employed together with other London CAREs staff and peers to better coordinate client services, in compliance with applicable law.

London CAREs Coordinator Responsibilities

ADSTV shall ensure that the London CAREs Coordinator coordinates all of the London CAREs components; supports London CAREs strategic actions and monitors programs daily.

Human Resources

ADSTV shall ensure that the London CAREs Coordinator:

- coordinates the performance management of all staff situated at the London CAREs office;;
- ensures the effective performance management of ADSTV staff;
- coordinates clinical supervision to the Housing Selection Worker, Outreach, Housing Stability, Peer Engagement and Safe Haven Teams;
- coordinates treatment and recovery services to participants with co-occurring mental health and substance abuse problems including working with clinicians;
- coordinates and assesses the screening and assessment integrity and professional development;
- coordinates and assesses the development of enhanced crisis intervention response and skill development;
- coordinates and assesses the development of collaborative work practices in order to address participant needs along a continuum of service;
- provides regular feedback to the funded agencies providing other services on the overall performance of the funded agency in meeting its goals;
- employs various addiction and mental health counselling models as they apply to individuals, groups, couples and families;
- identifies and navigates counselling challenges such as participant resistance and motivation;
- coordinates and assesses the management of pharmacological interventions as part of an effective treatment strategy, where appropriate;
- employs innovative strategies throughout the case planning process to help motivate the participant in realizing his or her goals; and
- facilitates even the most complex topics or interventions to achieve recovery and treatment goals.

Case management/Participant Services

ADSTV shall ensure that the London CAREs Coordinator:

- assigns appropriate ADSTV employees to support participants;
- assists in the coordination of staffing for other London CAREs programs not provided by ADSTV;
- monitors participants progress and needs;
- accesses and link participants to resources; and
- designs customized case management plans in complex, sensitive situations that call for a high degree of cross-coordination.

Program Design

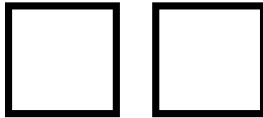
ADSTV shall ensure that the London CAREs Coordinator:

- develops and delivers effective London CAREs services and components in accordance with best and/or promising practices; and
- oversees a range of prevention-focused initiatives that are based on best practice, address sustainability and cultural relevance, and include benchmarks for evaluation purposes.

Community Collaboration

ADSTV shall ensure that the London CAREs Coordinator:

- consults with representatives from diverse communities to inform service planning;
- develops and implements policies and procedures that support diversity and cultural responsiveness within the organization;



- recognizes community capacity and uses available resources creatively;
- develops and maintains strong multi-sectoral collaborations that support healthy communities through policy development, social marketing, enhanced capacity, etc.; and
- assumes a leadership role in the development and implementation of a seamless approach to the delivery of services that cross mental health and substance abuse system boundaries.

Logistics

ADSTV shall ensure that the London CARES Coordinator:

- develops and manages all schedules, case assignments and coordination of daily routes and priorities of the Peer Engagement, Outreach and Housing Stability Teams;
- maintains information regarding the environment of current services and community interests to ensure a flexible, responsible, competent service delivery system;
- ensures full compliance with organizational policies or legislated requirements, including but not limited to professional ethics and client safety;
- submits regular and final reports in accordance with evidence-informed standards; and
- manages the London CARES administrative office.

Protocols

ADSTV shall ensure that the London CARES Coordinator:

- de-escalates conflict and supervises others in these techniques;
- supervises and mentors multidisciplinary case management teams;
- develops protocols and procedures that support and enhance teamwork both within the organization and in partnership with other sectors;
- ensures adherence to case management protocols and implement changes to protocols, as appropriate; and
- supervises others involved in program design, implementation and evaluation.

Integrated Database

ADSTV shall ensure that the London CARES Coordinator:

- maintains the integrity of the data information and management system;
- participates in a City research initiative or evaluation, if requested; and
- liaises with the City's Technology Service and City Research and Planning, if requested.

ADSTV Responsibility

ADSTV shall be responsible for:

- the administration of all funding for the London CARES Coordinator;
- ensuring a current police record and vulnerable position screening clearance is received for the employee acting as the London CARES Coordinator;
- establishing compatible human resource policies and procedures specific to the London CARES Coordinator in conjunction with the London CARES Steering Committee. This includes observing the Core Competencies of London CARES and best practices related to maintaining strong and clear professional boundaries and client interactions;
- ensuring the completion of correct and timely reporting of data relating to the work of the London CARES Coordinator is forwarded to the City of London by applying the London CARES data base, in compliance with all applicable legislation;
- collaborating with the London CARES Steering Committee and the City of London to resolve any issues of disagreement, or contention for the betterment of service to those they serve, to enhance the London CARES services in London, and to bring about the best possible outcomes for individuals who are at urgent risk of becoming homeless and those who are chronically or persistently homeless;
- participating in the 24-hour case focussed response practice, in cooperation with all components of the London CARES model; and
- START Guide - As a service provider to street and vulnerable youth, you will have verification of current year approval of the START (**S**treet and vulnerable youth service standards that provide: **T**rust **A**ccountability **R**esponsiveness **T**o ensure consistent support for youth) Guide;
- complying with all applicable legislation, including but not limited to the requirements of the *Occupational Health and Safety Act*, and the *Accessibility for Ontarians with Disabilities Act, 2005*.



Staffing

One Coordinator will be retained through a funded agency and work out of the London CARES office.

Qualifications

ADSTV shall ensure that, in addition to the competencies identified in the London CARES Core Competency requirements, the following key qualifications for the London CARES Coordinator are met:

- experience in assisting persons with psycho/social/physical, educational, emotional and/or environmental problems in a variety of locations;
- considerable experience addressing the needs of individuals/families experiencing homelessness or individuals at risk of homelessness;
- extensive knowledge of community agencies and services to support this population;
- ability to provide participant advocacy with other system elements and proactive participant planning;
- advanced skills to enhance participant motivation in order to make and follow through on decisions related to housing stability, treatment and wellness;
- experience with ongoing complex case management or treatment plans, engaging with the participant and other resources in adjusting the plan, as appropriate;
- knowledge of addiction, mental illness, counselling theory and evidence-informed practice;
- extensive program planning experience at a senior management level;
- community or clinical experience in community development, group facilitation, crisis management, addiction and mental health prevention;
- experience with ongoing evaluation of complex case management treatment, resiliency and recovery plans;
- experience supervising and training others; and
- Post Graduate Degree in Social Services, certification to a recognized body and completed internships or relevant clinical practice.

Reporting and Accountability

ADSTV shall ensure that the London CARES Coordinator reports on a monthly basis to ADSTV and to the London CARES Steering Committee. ADSTV shall ensure that the London CARES Coordinator submits monthly reports to both ADSTV and the Steering Committee, detailing component updates, outcomes and trends.

ADSTV shall provide a quarterly progress report and annual performance evaluation in conjunction with a designate of the London CARES Steering Committee, which will be reviewed by the London CARES Steering Committee on a quarterly basis.

Outcomes/Measurement

Human Resources

A London CARES Coordinator will be recruited for the purpose of initiating and implement all of the London CARES components.

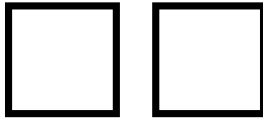
A consistent Coordinator will:

- reduce the incidence of persistent homelessness;
- increase housing stability, income stability, personal capacity and the life skill development of participants;
- increase community capacity, mutual trust; and
- decrease negative impacts to individuals and communities.

Component Supervision and Coordination

The consistent and reliable coordination of all London CARES components, by a single Coordinator will:

- increase both housing accessibility and stability;
- improve access to health care services, addiction and mental health treatment and social services;



- reduce persistent homelessness;
- reduce use of crisis services and inappropriate use of crisis and community services;
- increase community capacity; and
- decrease negative impacts to individuals and communities.

Clinical Supervision and Coordination

A Coordinator providing skilled, professional clinical supervision of all frontline and program staff within the London CARES framework will:

- reduce use of crisis or emergency services;
- improve community capacity;
- increase housing stability;
- help negate adverse impacts to the community and individuals; and
- frontline staff supported by the CARES Coordinator, will help participants improve their life skill development, their addiction recovery, personal capacity, housing stability and quality of life.

Integrated Data Base

An integrated data base of information including case management plans, community supports and case notes will:

- improve collection of demographic data and co-ordination of case management;
- improve client tracking and planning;
- decrease duplication efforts and conflicts with the community;
- link comprehensive, accurate information to multiple sectors; and
- maintain cooperative case and service plans.

Housing Stability

A total of 50 individuals experiencing chronic or persistent homelessness will achieve housing stability by December 31, 2013 and will:

- increase the number of individuals who have been able to retain their housing;
- improve their health outcomes and quality of life; and
- decrease the use of emergency service including police, ambulance and emergency departments.

Overall Outcomes

ADSTV acknowledges that the goal of the coordinated components and service delivery, administered by the London CARES Coordinator, is that participants will begin to experience improved self-worth, a shift in perspective in one's capacity to fulfill goals and motivation to seek and sustain housing.

ADSTV acknowledges that the goal of the skilled coordination of the London CARES components may reduce the use of crisis and emergency services, improve housing accessibility and stability, increase community capacity and prevent persistent homelessness.

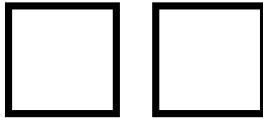
ADSTV acknowledges that, once housing is obtained and housing stabilization occurs, participants may begin experiencing improved self-worth, a sense of personal accomplishment, together with reduced usage of emergency health resources and decreased use of emergency and police/correctional services (emergency shelters, Safe Havens, arrests, London Police Service cells and incarceration and jail detention).

ADSTV acknowledges that participants who achieve housing stability are expected to report improved quality of life and increased use of routine medical services, food banks, education programs, job training, drug and alcohol treatment and mental health programs.

Outreach Team

Purpose

ADSTV acknowledges that the focus of the Outreach Team is to initiate sustainable housing plans and enhance and maintain relationships with individuals/families living with substance dependency, addictions and mental health who are experiencing persistent or chronic



homelessness or at imminent risk of homelessness as a result of their “first time” street presence.

ADSTV acknowledges that meeting participants where they are in the community and providing them with housing information and options together with on-going support services is a critical role of the Outreach Team, and that this frontline contact is essential to connecting participants with services, providing information, resources, survival gear while assessing their safety and well-being in the community. ADSTV acknowledges beyond that, this contact is the first step towards housing, and Outreach staff will introduce housing options, types and initiate planning during each contact.

Outreach Team Principles

In addition to the principles for all London CARES components, ADSTV acknowledges the following principles of service apply to Outreach:

- all services provided within Outreach are about creating opportunity for the individual or family to choose and obtain housing. The Housing Selection Worker works within a highly integrated multi-sectoral environment that does not duplicate other community based services and complements the interdependent service model;
- interdependence and quality of life will be promoted through the provision of diverse, varied housing options and the coordination of relationships between participants, landlords, community agencies and London CARES;
- a participants choice in housing is paramount to their satisfaction and success in maintaining housing;
- support is participant centred, solution focused and strength based;
- relationships are collaborative and flexible;
- a collective approach to record keeping will be employed together with other London CARES staff and peers to better coordinate client services;
- services are voluntary and are not coercive;
- services apply a stages of change approach;
- services to individuals who experience a mental illness have a recovery orientation; and
- “housing readiness” is not required to receive Outreach services.

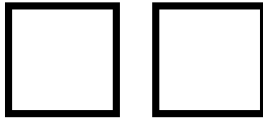
Outreach Team’s Responsibilities

ADSTV agrees that a team of seven people employed by ADSTV comprised of one team leader and six outreach workers, which includes two mobile outreach workers, will work year round going along the river paths, parks and streets in and around the core downtown areas of London to actively engage individuals through outreach to apply the principles of London CARES and its housing stability program.

On the Street

ADSTV shall ensure that Outreach Workers will:

- establish a presence and a rapport with individuals who are at urgent risk of becoming homeless and those who are chronically or persistently homeless, becoming known and trusted amongst this community;
- over time, assess the needs of a participant through a standardized assessment tool;
- assist participants to acquire housing, identify intervention recommendations through an individual service plan and support their transition to an intensive case management housing approach as part of the London CARES model;
- detect and prioritize individuals and families who are new to street culture including those at urgent risk of becoming homeless as a result of harmful substance use and other underlying issues including trauma and mental health;
- locate individuals and map their locations throughout the core downtown areas of London;
- engage with individuals and families to build a quality working rapport, providing information, improving access to mainstream services and facilitating the process of securing housing for individuals who want housing;
- accompany clients to appointments;



work within an integrated case management plan including completing shift and case notes;

- alert the Team Leader of information that could affect the safety and well-being of street involved individuals including bad drugs, dangerous offenders or predators;
- respond through a harm reduction approach;
- collaborate with community stakeholders such as the London Police Service, emergency medical services, hospital emergency department social workers, and staff from safe havens, drop-ins, emergency shelters for homeless individuals;
- engage with local residents and businesses to support outcome focussed discussions; and
- establish and participate in the on-call system to support clients after hours once they are housed.

Once Housed

ADSTV shall ensure that the Outreach Worker will:

- orientate the housing stability worker to the needs of the participant, review the individual service plan, and support the transition to a new Housing Stability Facilitator; and
- provide after-hours crisis support as required and scheduled.

ADSTV shall ensure that the Team Leader will:

- act as an outreach worker;
- establish service objectives for each shift;
- manage the shift schedule;
- respond to identified areas of concern and coordinate resources accordingly;
- provide regular communication to the London CARES Coordinator;
- communicate information gathered by the outreach team to the network of services to support the early detection and support to an individual with a first time 'street presence'; and,
- alert the London CARES Coordinator of information that could affect the safety and well-being of street involved individuals including bad drugs, dangerous offenders and predators, in compliance with applicable privacy legislation.

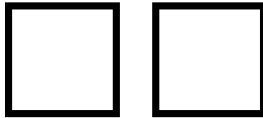
ADSTV Responsibility

ADSTV assumes responsibility for:

- the administration of all funding of the Outreach Team;
- ensuring current police records and vulnerable position screening clearances are received for all employees acting as Outreach Workers;
- establishing human resource policies and procedures specific to the operation of the team in conjunction with the London CARES Steering Committee including observing the Core Competencies of London CARES and best practices related to maintaining strong and clear professional boundaries and client interactions; establishing practices for the London CARES van, including parking when not in use, insurance, maintenance and safe use guidelines;
- providing oversight and supervision to the work practices of members of the team with the City of London in conjunction with the London CARES Steering Committee and the London CARES Coordinator;
- ensuring the completion of correct and timely reporting of data relating to the work of the team is forwarded to the City of London;
- collaborating with the London CARES Steering Committee and the City of London to resolve any issues of disagreement, or contention for the betterment of service to those they serve, to enhance outreach services in London, and to bring about the best possible outcomes for individuals who are at urgent risk of becoming homeless and those who are chronically or persistently homeless and
- designing a 24-hour case focussed response practice, in cooperation with all components of the London CARES model.

Staffing

ADSTV shall ensure a team of seven people comprised of one team leader and six outreach workers, will be employed and work under the direction of the London CARES Coordinator.



ADSTV shall ensure that their Outreach staff work from the London CARES office.

ADSTV shall ensure that Outreach Workers provide outreach:

- outside in all seasons of weather;
- in isolated and rough areas at times;
- in pairs of two workers to minimize risks to safety in isolated locations;
- with flexible hours of work; and,
- with a designated mobile outreach vehicle.

Qualifications

In addition to the competencies identified in the London CARES Core Competency requirements, ADSTV shall ensure the following key qualifications for Outreach Workers are met:

- experience in assisting persons with psycho/social/physical, educational, emotional and/or environmental problems in a variety of locations;
- considerable experience addressing the needs of individuals and families experiencing homelessness or those at risk of homelessness including developing and implementing successful case management plans;
- advanced skills to enhance participant motivation in order to make and follow through on decisions related to treatment, stability and wellness;
- understanding of community agencies and a cross section of service providers;
- knowledge of services to support this population and an ability to provide participant advocacy and proactive participant planning with other system elements;
- experience with ongoing evaluation of complex case management or treatment plans, engaging with the participant and other resources in adjusting the plan, as appropriate; and
- experience with conflict resolution practices including "in the moment" problem solving and intervention.

Reporting and Accountability

ADSTV shall ensure that outreach workers will report on a daily basis to the Team Leader and on a recurring basis to the CARES Coordinator. ADSTV shall ensure that the Team Leader will report to the CARES Coordinator on a recurring basis. ADSTV shall ensure that both the Team Leader and Outreach Workers submit frequent reports, daily case management notes and regular case management plans. ADSTV shall provide a quarterly progress report and annual performance evaluation in conjunction with the London CARES Coordinator.

ADSTV acknowledges that the London CARES Steering Committee will review the results on a quarterly basis.

Outcomes and Measurement

Human Resources

ADSTV shall ensure that a Team Leader and six Outreach Workers are be recruited for the purpose of providing outreach services.

ADSTV shall ensure that the Outreach Team, supported by the London CARES Coordinator and attending daily various destinations in the core downtown areas of London where the priority populations are known to live or frequent will:

- reduce the incidence of persistent homelessness;
- increase housing access;
- increase housing stability, income stability, personal capacity and life skill development;
- increase mutual trust;
- improve client tracking;
- decrease negative impacts to individuals and communities; and
- connect participants with mainstream, community and emergency services.

Intensive Case Management

ADSTV shall ensure that a team of Outreach Workers tasked with engaging participants using a continuous and fixed intensive case management approach will:



- reduce persistent homelessness;
- reduce use of crisis services and costs to emergency, police, social and health systems;
- increase access to housing;
- increase housing stability; and
- increase mutual trust.

Community Partners

ADSTV shall ensure a team of Outreach Workers interacts and develops relationships with community collaborators, including London Police Service, Inter-Community Health Centre and community addiction and mental health services to:

- increase awareness amongst community stakeholders about the services of the Outreach Team;
- decrease negative impacts to the individual and the community; and
- reduce inappropriate use of services.

Integrated Data Base

ADSTV shall ensure an integrated database of information including case management plans, community supports and case notes is developed to:

- improve collection of demographic data and coordination of case management;
- improve client tracking and planning;
- decrease duplication efforts;
- decrease conflicts;
- link comprehensive accurate information to multiple sectors; and
- maintain cooperative case and service plans.

Transitioned

ADSTV shall ensure a target of 150 individuals who are at risk of homelessness are transitioned away from negative street culture and will:

- support a successful transition away from street culture;
- support engagement with a service(s); and
- support reconnection with family (as appropriate).

Housing Stability

ADSTV shall ensure a total of 50 individuals experiencing chronic or persistent homelessness will achieve housing stability by December 31, 2013 and will:

- increase in the number of individuals who have been able to access and retain their housing; and
- improve on their health outcomes and quality of life.



APPENDIX B

BUDGET ITEMS/ELIGIBLE EXPENDITURES

Maximum Amount of Funding for Initial Term:

- October 1, 2011 – December 31, 2011 - \$135,000
- January 1, 2012 – December 31, 2012 - \$540,000
- January 1, 2013 – December 31, 2013 - \$540,000

Maximum Amount of Funding for Renewals (if any):

- An amount as determined by the Executive Director of Community Services and confirmed in writing to the Recipient, on the condition that such amount is provided for in the City's current approved budget.

ELIGIBLE EXPENDITURES:

Personnel

- salaries and benefits of program employees
- contract fees (e.g., trainers, consultants)

Travel

- mileage and travel expenses for program activities or to share program information

Materials / Equipment

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

Rent and Utilities

- rental costs of facility
- utilities (telephone, electricity, heating)
- maintenance and snow clearing

Evaluation / Dissemination

- normally 10-15% of a project's fiscal year budget
- contract fees for third party evaluation
- data collection and analysis

Other

- audit, legal fees, bookkeeping
- annual audited statement
- translation, interpretation, training/professional development
- board and professional liability insurance
- HST should be included in all budget expenses, not as a separate item in this category

Ineligible Expenditures

- therapeutic and medical treatment (e.g. speech or language pathology) covered by provincial/territorial medical and insurance plans
- purchase of land
- buying, building or major renovations to buildings



ADSTV BUDGET - RFP11-15 - LONDON CARES OUTREACH

Revised - Aug. 19/11 - Revision 2

	Pro-rated budget Oct.1/11- Dec.31/11	Fiscal 2012	Fiscal 2013	TOTAL FOR RFP Full period 2.25 years
CITY OF LONDON - CAREs INCOME				
City of London	165,400	544,400	544,400	1,254,200
COMPENSATION EXPENSE				
Salaries & Benefits	93,000	423,000	423,000	939,000
OTHER EXPENSES				
Allocated Admin. Supplies & Sundry(Prog) Equip. Leasing/Insurance	20,000	70,000	70,000	160,000
Van costs (travel) Staff Education/Training	5,000	15,000	15,000	35,000
	2,400	10,400	10,400	23,200
	2,000	10,000	10,000	22,000
	8,000	10,000	10,000	28,000
Evaluation		6,000	6,000	12,000
Capital - Start -up	35,000			35,000
TOTAL OTHER EXPENSES	72,400	121,400	121,400	315,200
TOTAL EXPENSES	165,400	544,400	544,400	1,254,200
NET	-	-	-	-

Notes:

- 1) Budget aligned to City of London Fiscal periods (Jan. 1 to Dec. 31)
- 2) No rental costs - office space will be provided by the City of London



APPENDIX C
REPORTING PLAN

Project Title:

Title: London CARES

The Recipient shall provide the following reports/documents on or before the dates listed.

15th of every month: monthly reporting on the Project outcomes

London CARES Expenditure Budget Status Report (actual expenditures in comparison to approved budget).

London CARES Final Expenditure Budget Status Report (actual expenditures in comparison to approved budget)

Annual Business Plan and Proposed Expenditure Budget

Other reports as identified.