Bill No. 139
2020

By-law No. A.-_____-____

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

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

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

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

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

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

1. The Transfer Payment Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing, the Ministry of Finance and The Corporation of the City of London, is hereby approved.

2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.

3. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to execute any other document and report in furtherance of this Agreement.

4. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to re-allocate funding from one Canada-Ontario Housing Benefit Program priority household group to another priority group as necessary.

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

PASSED in Open Council on April 7, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 7, 2020
Second reading – April 7, 2020
Third reading – April 7, 2020

ONTARIO TRANSFER PAYMENT AGREEMENT

Canada-Ontario Housing Benefit (COHB) Program

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

B E T W E E N:

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

- and -

Corporation of the City of London

(the "**Service Manager**")

BACKGROUND

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

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

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

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

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

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

MMAH and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager's obligations with respect to the delivery and administration the COHB Program and MMAH's responsibility to provide funding to the Service Manager for the delivery and administration of the COHB Program.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A", and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 Subject to the remainder of this section, the Agreement may only be amended by a written agreement duly executed by MMAH and the Service Manager. MMAH may amend the Program Guidelines from time to time by Notice to the Service Manager. If an amendment is to be made to Schedule "G" or is one that would affect MOF's role or responsibilities under this Agreement, the amendment may only be made by a written amendment of MMAH, MOF and the Service Manager, signed by persons occupying the positions of the signatories to the Agreement.

5.0 ACKNOWLEDGEMENT

5.1 The Service Manager:

(a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and

(b) agrees to be bound by the terms and conditions contained in the entire Agreement.

5.2 The Parties acknowledge that MMAH and MOF have executed a Memorandum of Understanding under which MOF has agreed to provide services to assist MMAH with the administration of the Program.

5.3 The Parties further acknowledge that it is not the responsibility of MOF to respond to Program enquiries and complaints from, including but not limited to, individuals, MPPs, municipal councillors, Office of the Ombudsman, the Human Rights Commission, and in respect of any of any action, suit, prosecution or other legal proceedings related to the Program. In the case where the inquiry or complaint is

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

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

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

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

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

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

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

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

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

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

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

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

"Eligible Household" means,

(i) a household that:

(i) is participating in the PHB-SPP program as of March 31, 2020; and

(ii) complies with the requirements in the Program Guidelines including completing the annual renewal form and providing all necessary information for the calculation of the Monthly Benefit; or

(ii) a household that:

(i) resides permanently in Ontario and each member of the household meets one of the following requirements:

a. is a Canadian citizen,

b. is a permanent resident,

c. has made an application for status as a permanent resident under the *Immigration and Refugee Protection Act (Canada)*, or

d. has made a claim for refugee protection under the *Immigration and Refugee Protection Act (Canada)* and no removal order has become enforceable under that Act against the member;

(ii) is in Housing Need and on a social housing waiting list or is eligible to be on such a waiting list or is living in Community Housing;

(iii) is not in receipt of, or part of the household is not in receipt of rent-geared-to-income assistance, more than one Monthly Benefit under the Program or any other government funded housing benefit after the household begins to receive the Monthly Benefit under the Program except for social assistance shelter payments;

(iv) has agreed to being removed from the social housing waiting list of the service manager where the application was completed if it is approved and begins to receive a Monthly Benefit;

(v) has applied for a Monthly Benefit under the Program and provided all necessary information for the calculation of the benefit; and

(vi) meets such other criteria as set out in the Program Guidelines.

"Event of Default" has the meaning ascribed to it in section 14.1.

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

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

"Fiscal Year" means:

(a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Fiscal Years subsequent to the first Fiscal Year, the period commencing on April 1 following the end of the previous Fiscal Year and ending on the following March 31.

"Funds" means the money MMAH provides to the Service Manager pursuant to the Agreement.

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

"**HSA**" means the Housing Services Act, 2011.

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

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

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

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

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Service Manager is required to remedy an Event of Default, and includes any such period or periods of time by which MMAH considers it reasonable to extend that time.

"Party" means either MMAH or the Service Manager.

"PHB-SPP program" means Ontario's Portable Housing Benefit – Special Priority Policy program that was launched on April 1, 2018.

"Program" means the Canada-Ontario Housing Benefit Program described in Schedule "C" and the Program Guidelines.

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

"Reports" means the reports described in Schedule "E".

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

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) it has full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;

(c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and

(d) unless otherwise provided for in the Agreement, any information the Service Manager provided to MMAH in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

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

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

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

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;

(b) procedures to ensure the ongoing effective functioning of the Service Manager;

(c) decision-making mechanisms for the Service Manager;

(d) procedures to enable the Service Manager to manage Funds prudently and effectively;

(e) procedures to enable the Service Manager to complete the Program successfully;

(f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;

(g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 6.0; and

(h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

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

3.0 TERM OF THE AGREEMENT, PRIOR AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 12.0, Article 13.0 or Article 14.0.

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

4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

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

4.1.2 **Funds Provided.** MMAH will:

(a) provide the Service Manager up to the Maximum Funds for the purpose of assisting with the delivery and administration of the Program;

(b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with the Payment Plan set out in Schedule "F"; and

(c) deposit the Funds into a separate account designated by the Service Manager provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Service Manager.

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

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

(a) MMAH is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as MMAH may request pursuant to section 11.2;

(b) MMAH is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;

(c) MMAH may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon MMAH's assessment of the information provided by the Service Manager pursuant to section 6.1; and

(d) if, pursuant to the *Financial Administration Act* (Ontario), MMAH does not receive the necessary appropriation from the Ontario Legislature or if, pursuant to the *Financial Administration Act* (Canada), CMHC does not receive the necessary appropriation from the Federal Parliament for payment under the Agreement, MMAH is not obligated to make any such payment, and, as a consequence, MMAH may:

(i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or

(ii) terminate the Agreement pursuant to section 13.1.

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

(a) administer and deliver the Program in accordance with the terms and conditions of this Agreement, including Schedule "C", Schedule "G" and the Program Guidelines;

(b) use the Funds only for the purpose of administering and delivering the Program;

(c) spend the Funds only in accordance with Schedule "C";

(d) spend Funds provided for administration costs only on the costs of administrating the Program;

(e) use the Funds provided for first and last months' rent only to reimburse the Service Manager for funds paid to Eligible Households that:

(i) are approved by MOF for a Monthly Benefit;

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

(f) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

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

4.5 **Interest Bearing Account.** If MMAH provides Funds to the Service Manager before the Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.

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

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Service Manager the repayment of an amount equal to the interest.

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

4.8 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.

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

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

5.0 CONFLICT OF INTEREST

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

5.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Service Manager; or

(b) any person who has the capacity to influence the Service Manager's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

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

(a) disclose to MMAH, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that MMAH may prescribe as a result of the disclosure.

6.0 REPORTING, ACCOUNTING AND REVIEW

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

(a) submit to MMAH at the address referred to in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by MMAH from time to time;

(b) submit to MMAH at the address referred to in section 18.1, any other reports as may be requested by MMAH in accordance with the timelines and content requirements specified by MMAH;

(c) ensure that all Reports and other reports are completed to the satisfaction of MMAH; and

(d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

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

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

(b) all non-financial documents and records relating to the Funds or otherwise to the Program.

6.3 **Inspection.** MMAH, its authorized representatives or an independent auditor identified by MMAH may, at its own expense, upon twenty-four hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, MMAH, its authorized

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

(a) inspect and copy the records and documents referred to in section 6.2;

(b) remove any copies made pursuant to section 6.3(a) from the Service Manager's premises; and

(c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program.

(d) MMAH may conduct an annual audit in respect of the information addressed in this section 6.3.

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

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

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

7.0 COMMUNICATIONS REQUIREMENTS

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

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

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

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

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

8.0 FURTHER CONDITIONS

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

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

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

9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

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

10.0 INDEMNITY

10.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made,

sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of MMAH.

11.0 INSURANCE

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

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation.

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

12.0 TERMINATION ON NOTICE

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

12.2 **Consequences of Termination on Notice by MMAH.** If MMAH terminates the Agreement pursuant to section 12.1, MMAH may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and

(c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:

(i) permit the Service Manager to offset such costs against the amount owing pursuant to section 12.2(b); and

(ii) subject to section 4.8, provide Funds to the Service Manager to cover such costs.

13.0 TERMINATION WHERE NO APPROPRIATION

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

13.2 **Consequences of Termination Where No Appropriation.** If MMAH terminates the Agreement pursuant to section 13.1, MMAH may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and

(c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 13.2(b).

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

14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

(a) administer and deliver the Program in accordance with this Agreement;

(b) comply with its obligations set out in Schedule “C”;

(c) use or spend Funds only as authorized herein; or

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

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

(a) initiate any action MMAH considers necessary in order to facilitate the successful continuation or completion of the Program;

(b) provide the Service Manager with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as MMAH determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;

(g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;

(h) demand from the Service Manager the repayment of an amount equal to any Funds MMAH provided to the Service Manager; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to MMAH upon giving Notice to the Service Manager.

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

(a) the particulars of the Event of Default; and

(b) the Notice Period.

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

(a) the Service Manager does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to MMAH that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or

(c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to MMAH,

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

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

15.0 FUNDS AT THE END OF A FISCAL YEAR

15.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of MMAH under Article 14.0, if the Service Manager has not spent all of the Funds provided to it for the Fiscal Year, MMAH may take one or both of the following actions:

(a) demand from the Service Manager the return of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

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

16.0 FUNDS UPON EXPIRY

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

17.0 DEBT DUE AND PAYMENT

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

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Service Manager pay an amount equal to the excess Funds to MMAH.

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

(a) MMAH demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or

(b) the Service Manager owes any Funds or an amount equal to any Funds to MMAH, whether or not their return or repayment has been demanded by MMAH,

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

17.3 **Interest Rate.** MMAH may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by MMAH of Ontario on accounts receivable.

17.4 **Payment of Money to MMAH.** The Service Manager will pay any money owing to MMAH by cheque payable to the "Ontario Minister of Finance" and delivered to MMAH at the address referred to in section 18.1.

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

18.0 NOTICE

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

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

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email or personal delivery, one Business Day after the Notice is delivered.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be received; and

(b) the Party giving Notice will provide Notice by email or personal delivery.

18.4 **Notice by MMAH.** The Service Manager will comply with all Notices given by MMAH.

19.0 CONSENT BY MMAH AND COMPLIANCE BY SERVICE MANAGER

19.1 **Consent.** When MMAH provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

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

21.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligations referred to in the waiver.

22.0 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of MMAH, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

24.0 GOVERNING LAW

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

25.0 FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Service Manager will provide such further assurances as MMAH may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

26.0 RIGHTS AND REMEDIES CUMULATIVE

26.1 **Rights and Remedies Cumulative.** The rights and remedies of MMAH under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

27.1 **Other Agreements.** If the Service Manager:

(a) has failed to comply (a "**Failure**") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

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

28.0 SURVIVAL

28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 5 of the main body of the Agreement; Article 1.0 and any other applicable definitions, section 4.2(d), sections 4.3, 4.6, 4.7 and 4.10, Article 5, section 6.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of MMAH), sections 6.2, 6.3, 6.4, 6.5, 6.6, Article 7.0, Article 8.0, Article 10, Article 11.0, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2 (a), (d), (e), (f), (g) and (h), Article 16.0, Article 17.0, Article 18.0, Article 20.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0 and Article 29.0 of Schedule "A"; the use of Funds provisions of Schedule "C" and Articles 4 and 6 of Schedule "G".

29.0 PERSONAL INFORMATION AND PARTICIPATION BY MINORS

29.1 **Permissions.** The Service Manager represents warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

29.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

- END OF GENERAL TERMS AND CONDITIONS –

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

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

Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from MMAH related to the Agreement	Name: Dave Purdy Address: 355 Wellington Street 2nd Floor London ON N6A 3N7 Position: Division Manager, Housing Fax: 519-661-4466 Email: dpurdy@london.ca Telephone: 519-661-2489 ext. 5596

Additional Provisions relating to the Program are set out in Schedule “C”.

SCHEDULE "C"

PROGRAM DESCRIPTION AND TIMELINES

C.1 BACKGROUND

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

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

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

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

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

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

C.2 PROGRAM OBJECTIVE

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

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

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

C.3 SCOPE OF PROGRAM

1.0 DEFINITIONS

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

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

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

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

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

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

2.0 RESPONSIBILITIES OF MMAH

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

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

3.0 RESPONSIBILITIES OF THE SERVICE MANAGER

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

(a) comply with, administer and deliver the Program in accordance with this Agreement, including the Program Guidelines;

(b) provide information about the Program to households, including Program requirements under the Program Guidelines, distribute initial Application Forms to Eligible Households who have been selected by the Service Manager for program participation and obtain an Applicant's consent to the disclosure of their personal information to the CRA, MMAH, and MOF;

(c) ensure that all Applicants comply with the criteria set out in the definition of "Eligible Household";

(d) Identify target groups for Applicants on the Application Form and assist Applicants with filling out their Application Forms for the initial Benefit Period;

(e) Send completed Application Forms to MOF for processing for the initial Benefit Period;

(f) ensure that all Eligible Households who are on their social housing waiting list consent to being removed from and are removed from the list if the household is approved for and begins to receive a Monthly Benefit;

(g) provide funding for first and last months' rent calculated in accordance with Schedule "F" to Eligible Households that:

(i) are approved by MOF for a Monthly Benefit;

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

(iii) were not participants under the PHB-SPP program;

(h) for Applicants entering the Program who have not filed income tax return(s); whose most recent income tax return(s) do not reflect the household's current financial circumstances,

(i) calculate the household's Adjusted Family Net Income,

(ii) facilitate an income tax verification exemption for the Applicant, and

(iii) verify each household member's net income using the best available information,

all as required under the Program Guidelines;

(i) promptly communicate the results of any calculation and verification under clause (h) to MOF;

(j) inform all participating Eligible Households that they must complete a Renewal Form prior to each annual review, file all required income tax returns each year by April 30, and qualify to continue to receive a Monthly Benefit each year in accordance with the Program Guidelines;

(k) inform all participating Eligible Households of the ongoing eligibility criteria under the Program Guidelines;

(l) inform all participating Eligible Households that they must provide ServiceOntario with notice of the following within 30 days of the date on which they occur:

(i) any permanent change in household composition;

(ii) any change of address;

(iii) if a member of household begins to receive or stops receiving assistance under the Ontario Works Act, 1997 or the Ontario Disability Support Program Act, 1997,

(iv) any acceptance of a rent-geared-to-income unit;

(v) any acceptance of another government funded housing benefit;

(vi) any failure to dispose of a home suitable for year-round occupancy (within or outside Ontario) in accordance with the Program Guidelines;

(vii) ceasing to be a renter household.

(m) inform all participating Eligible Households that they must provide ServiceOntario with notice of any request for an in-year reassessment;

(n) as directed by MMAH, assist MMAH and MOF with the development of Program materials, such as application forms, letters and communication materials;

(o) complete and distribute T5007 tax forms (Statement of Benefits) to participants who received first and last month's rent assistance; and,

(p) as directed by MMAH, provide support to MMAH and CMHC to assess the program's impact on recipients over the course of the program, as well as support research on the long-term impacts on recipients.

4.0 USE OF FUNDS

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

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

(i) is approved by MOF for a Monthly Benefit;

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

(iii) was not a participant under the PHB-SPP program;

(b) All Funds provided for administration costs must be used to offset Program administration costs.

SCHEDULE “D”

PROGRAM GUIDELINES

SEE ATTACHED

Canada-Ontario Housing Benefit (COHB)

Program Guidelines

Ontario Ministry of Municipal Affairs & Housing
April 2020

TABLE OF CONTENTS

ABOUT THESE GUIDELINES

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

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

LIST OF ACRONYMS

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

1. SUMMARY

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

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

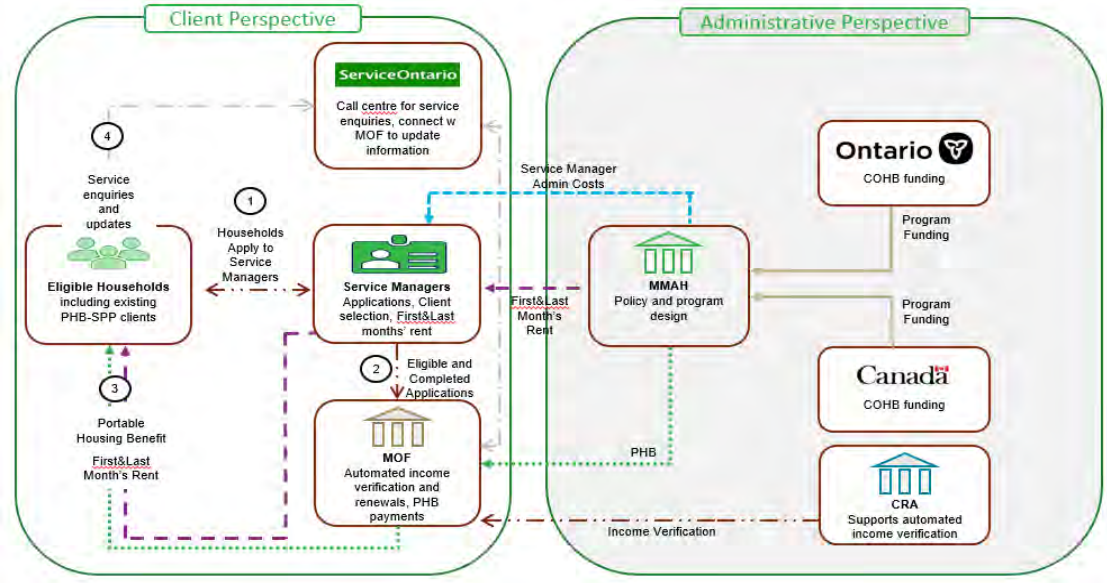
The COHB program is modelled on Ontario's Portable Housing Benefit – Special Priority Policy (PHB-SPP), which it replaces. PHB-SPP was targeted to survivors of domestic violence and human trafficking, while the COHB program expands the target groups to also include persons experiencing or at risk of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

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

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

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

Overview of the Canada-Ontario Housing Benefit:



2. INTRODUCTION

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

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

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

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

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

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

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

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

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

3. ABOUT THE PHB

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

A PHB has multiple benefits for recipients:

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

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

4. PROGRAM DESCRIPTION

4.1 Objectives

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

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

4.2 Targets and Outcomes

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

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

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

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

4.3 Priority Groups

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

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

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

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

This second priority group includes:

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

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

4.4 Eligibility Criteria: New Applicants

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

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

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

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

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

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

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

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

4.5 Eligibility Criteria: Annual Renewal

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

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

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

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

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

4.6 Owning a Home

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

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

4.7 Portability

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

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

4.8 PHB-SPP Program (2018-2020) Recipients

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

5. PROGRAM DELIVERY

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

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

5.1 Application Process

1. The Service Manager provides COHB program information to households it has identified and determined are eligible, including:

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

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

2. The Service Manager provides a COHB program application form to an interested eligible applicant.

3. The Service Manager completes the "Service Manager Use Only" section of the application form and assists the applicant with the completion of the application form and applicable schedules.

4. The Service Manager will determine household net income and adjusted family net income (AFNI) for applicants, and complete the Schedule 2 form (Income Tax Filing Exemption), if:

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

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

5. The Service Manager submits the completed application form to MOF by mail, along with the necessary schedules (e.g., Schedule 1: Additional Income Earners), if applicable, and the Service Manager-completed Schedule 2 form (Income Tax Filing Exemption), if applicable.

    - The application form includes written consent permitting the Canada Revenue Agency (CRA) to disclose taxpayer information to MOF for the purpose of administering the COHB program, and for the applicant to be contacted at a later date as part of a program evaluation.
    - The Service Manager encourages applicants to complete Schedule 3 form (Direct Deposit Request) and explains the benefits of receiving payments by direct deposit.

6. MOF processes the application and verifies the application is complete. If necessary, MOF follows up with the applicant, or the Service Manager, to request additional information.

7. MOF reviews completed applications and confirms eligibility based on the criteria set out in these guidelines and availability of funding.

    - If eligible, MOF calculates the benefit amount either based on the Service Manager calculation of net income and AFNI or its own determination, verifies income where the Service Manager has not done so, and provides the applicant with an Eligibility Notice stating the monthly payment amount.
    - If ineligible, MOF informs the applicant by letter.

8. MOF makes monthly payments to eligible households no sooner than the Effective Start Date (ESD) which is the first day of the month following the date the application was signed. With respect to how long a client would have to wait before their first monthly payment is received, MOF will make every effort to ensure that applications received by the relevant monthly cut-off date are processed for the upcoming payment date. In the event of incomplete information on an application or information that is inconsistent with CRA, the processing time may be delayed.

9. When MOF approves an applicant for the COHB program, the Service Manager provides first and last month's rent to the applicant (as appropriate) and removes the applicant from its social housing waiting list (as necessary).

5.2 Annual Renewal Process

1. Each Spring, MOF provides program participants with an annual renewal form. Households complete and submit the annual renewal form by the deadline included in the form to confirm they comply with ongoing eligibility requirements and inform of any changes (e.g., household composition, address).

2. Annually by April 30, income earners in the household must submit a federal income tax return to the CRA to enable MOF to calculate the monthly benefit based on household income.

3. Based on the updated calculation of the household's monthly benefit, MOF provides participants with an Eligibility Notice including the benefit amount and proceeds to make monthly payments by direct deposit.

4. Participants may contact the ServiceOntario Information Centre for more information on the calculation of the monthly benefit, or to request a redetermination of their benefit amount based on changes to the information submitted to MOF with the annual renewal form.

6. PAYMENTS TO APPLICANTS

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

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

6.1 Calculation of COHB

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

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

This formula is responsive to changes in:

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

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

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

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

6.2 Average Market Rent (AMR)

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

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

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

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

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

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

6.3 Adjusted Family Net Income (AFNI)

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

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

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

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

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

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

- The best information available; and

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

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

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

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

6.4 Interaction with Social Assistance

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

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

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

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

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

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

6.5 Automated Income Verification

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

6.6 Exemption from Automated Income Verification

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

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

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

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

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

6.7 First and Last Month's Rent

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

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

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

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

6.8 In-Year Changes

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

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

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

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

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

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

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

6.9 Monthly Payments

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

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

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

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

6.10 Direct Deposit

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

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

6.11 T5007 Tax Forms

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

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

7. FUNDING

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

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

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

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

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

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

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

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

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

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

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

8. ACCOUNTABILITY AND REPORTING

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

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

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

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

8.1 Memoranda of Understanding

Three memoranda of understanding govern the COHB program:

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

8.2 Transfer Payment Agreements

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

8.3 Quarterly Claims

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

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

8.4 Service Level Standards

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

8.5 French Language Services Act Compliance

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

- Ensure services are provided in French; and
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with the COHB program are available in French.

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

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

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

9. ROLES AND RESPONSIBILITIES

MMAH will undertake the following activities:

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

Service Managers will undertake the following activities:

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

MOF will undertake the following activities:

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

ServiceOntario will undertake the following activity:

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

10. IMPORTANT DATES

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

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

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

APPENDIX A: MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING CONTACTS

MUNICIPAL SERVICES OFFICE – CENTRAL

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

777 Bay Street 13th Floor
Toronto, ON M7A 2J3
General Inquiry: 416-585-6226
Toll Free: 1-800-668-0230
Fax: 416-585-6882

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

MUNICIPAL SERVICES OFFICE – EASTERN

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

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

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

MUNICIPAL SERVICES OFFICE – WESTERN

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

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

Contact: Tony Brutto, Team Lead, Regional Housing Services
Tel: 519-873-4032
Email: tony.brutto@ontario.ca

MUNICIPAL SERVICES OFFICE – NORTHERN (SUDBURY)
Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, Timiskaming

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

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

MUNICIPAL SERVICES OFFICE – NORTHERN (THUNDER BAY)
Serving: Kenora, Rainy River, Thunder Bay

435 James Street, Suite 223
Thunder Bay, ON P7E 6S7
General Inquiry: 807-475-1651
Toll Free: 1-800-465-5027
Fax: 807-475-1196

Contact: Andrew Carr, Team Lead, Regional Housing Services
Tel: 807-475-1665
Email: Andrew.Carr@ontario.ca

HOUSING PROGRAMS BRANCH – TORONTO
Serving: Toronto

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

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

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

CENTRAL REGION

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

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

17310 Yonge Street, Unit 1
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DEVELOPMENTAL SERVICES ONTARIO OFFICES
There are 9 Developmental Services Ontario (DSO) agencies across the province. Search by the county / region to connect with the DSO agency for your area.

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

SCHEDULE "E"
REPORTING

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

Report Due Date

The Reporting period is based on the Fiscal Year.

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

Submission of Reports

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

Report Details

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

   The Quarterly Claim shall set out:

   (a) actual households and the target group of the household approved by MOF under the Program in each completed quarter of each Fiscal Year;

   (b) the amount that the Service Manager paid to Eligible Households for first and last months' rent in accordance with this Agreement and the Program Guidelines in each completed quarter of the Fiscal Year; and

   (c) confirmation that funding provided for administration costs were spent on administration costs.

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

- Number of households approved under the Program;
- Increased housing affordability of households approved under the Program; and
- Increased housing stability of households approved under the Program.

2. The French Language Services Report will be in the form of Appendix “B” and shall set out whether the Service Manager has complied with the French Language Services (FLS) requirements of the Agreement.

3. MMAH will specify the timing and content of any other reports as may be necessary.

APPENDIX "A"

QUARTERLY CLAIM

Ontario

Canada-Ontario Housing Benefit

COHB Quarter #

Case Number #: 0000-00-0-0000000000

<SM Name>

Introduction	A - Applicants Benefit Data	B - Attestation

- French Language Services

Section A- Applicants Benefit Data

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

Section B - Attestation

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

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

APPENDIX "B"

FRENCH LANGUAGE SERVICES REPORT

Ontario

Canada-Ontario Housing Benefit

COHB Quarter #

Case Number #: 0000-00-0-0000000000

<SM Name>

Section C – French Language Services

- ☐ French Language Services-designated agency
- ☐ Not Applicable

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

The <ORGANIZATION> confirms that it is:

a) Providing services to the public in French in all of its offices (including the offices of subcontractors) located in or serving an area designated in the Schedule to the FLSA; and,

b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with this program are available in French.

1. Name of the Designated Area(s): <ORGANIZATION>	
2. Description of Services: Please select all items that apply to the services you are providing under this program in an office (or the office of a sub-contractor) that is located in or services a designated area.	
☐	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
3. Please list any services or locations in designated areas where these French language services are not being provided:	
4. Reason for Above:	

List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of York	City of Markham (As of July 1, 2018)
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
Eastern Region	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
Western Region	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
Northeast Region	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All

Northwest Region	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

SCHEDULE "F"
PAYMENT PLAN

Payment	Due Date
For administration costs, $250 for each new Eligible Household that MOF confirms to MMAH as participating in the Program and that is reflected as participating in the Program in a Quarterly Claim, all to the extent approved by MMAH. Funding for administration costs per Fiscal Year shall not exceed five per cent of the Service Manager's annual planning allocation for that Fiscal Year.	Within 30 days of MMAH approving the confirmation by MOF and the relevant Quarterly Claim.
For each Eligible Household that complies with the criteria set out in clause 4.1(a) of Schedule "C", the lesser of: a) twice the amount of actual rent paid by the household; and b) twice the amount of the Canada Mortgage and Housing Corporation Average Market Rent for an appropriately sized unit for the household, based on household composition, as reflected as having been paid by the Service Manager but not yet reimbursed in an MMAH approved Quarterly Claim.	Within 30 days of MMAH approving the relevant Quarterly Claim.

SCHEDULE "G"

PERSONAL INFORMATION SHARING PROVISIONS

1.0 DEFINITIONS

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

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

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

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

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

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

2.0 FOI REQUESTS, FIPPA, and MFIPPA

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

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

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

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

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

3.0 PI SHARING

3.1 MMAH and the Service Manager will provide to MOF only PI that MOF requires for the provision of its services to assist MMAH in the administration of the Program. In the case of the Service Manager, this may include completed Application Forms and Applicant income information with respect to which the Applicant(s) has completed and signed the certification and consent area of the Application Form.

3.2 MOF will provide to MMAH and the Service Manager only PI that is related to an Applicant who has completed and signed the certification and consent area of the Application Form, and that MMAH and the Service Manager require for the administration of the Program.

3.3 MMAH will collect from MOF and the Service Manager only PI that (i) is related to an Applicant who has completed and signed the certification and consent area of the Application Form; (ii) the disclosure of which to MMAH is authorized by the certification and consent; and (iii) MMAH requires for the administration of the Program.

3.4 MMAH will provide to the Service Manager only PI that (i) is related to an Applicant who has completed and signed the certification and consent area of the Application, (ii) is authorized by the certification and consent, (iii) the Service Manager requires for the administration of the Program, and (iv) is listed on Appendix “A-1”.

3.5 MOF will provide to MMAH and the Service Manager a list of Applicants that have completed and signed the certification and consent area of the Application Form and may update this list from time to time.

3.6 The Service Manager will provide to MMAH only PI that (i) is related to the Applicants reflected on the list provided to it under section 3.5, (ii) MMAH or MOF require for the administration of the Program and (iii) is listed on Appendix “A-2”.

3.7 The means of transmitting PI between MMAH and the Service Manager will be either bonded courier or encrypted email.

3.8 MMAH and the Service Manager may provide PI to one another by such other means as may be agreed to by both parties.

4.0 CONFIDENTIALITY AND SECURITY OF PI

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

4.2 MMAH, MOF and the Service Manager will each take all reasonable measures to ensure the confidentiality and integrity of the PI that it may receive under this Agreement and to safeguard the PI against accidental or unauthorized access, disclosure, use, modification and deletion. All Parties agree to comply with their internal security safeguards to protect PI against loss or theft, as well as unauthorized access, disclosure, copying, use or modification of the format in which it is held or retained.

4.3 MMAH and MOF each agree that it will follow the guidelines set out in the Office of the Chief Information and Privacy Officer, Ministry of Government and Consumer Services, "Taking the Right Steps - A Guide to Managing Privacy and Privacy Breaches" attached as Appendix "B-1", the OPS Corporate Policy on Protection of Personal Information dated July 25, 2011 attached as Appendix B-2, and each Party's policies and guidelines governing the protection of PI. The Service Manager agrees that it will also, to the extent possible, follow these guidelines even though they are drafted for institutions under FIPPA and not MFIPPA. The Service Manager will also use reasonable efforts to comply with the document entitled "IPC Practices No. 26: Safe and Secure Disposal Procedures for Municipal Institutions" attached as Appendix "B-3".

4.4 MMAH, MOF and the Service Manager will each store any PI it receives under this Agreement in encrypted files on password-protected computer systems.

4.5 MMAH, MOF and the Service Manager may store any PI they receive under this Agreement by such other means as may be agreed to by all Parties.

4.6 Access to the PI will be limited to persons who need to know the PI for the purposes of administering the Program and who are authorized by an MMAH, MOF or Service Manager designated official identified in Appendix "C" to access the PI for the purposes of administering the Program. The parties acknowledge that the persons identified in Appendix "D" have such a need to know and are so authorized. All Parties will put the appropriate procedures in place to ensure that the PI is accessed only by such persons.

4.7 MMAH, MOF and the Service Manager will immediately give notice to the other of any loss, suspected loss, unauthorized access to or unauthorized use or disclosure of the PI provided under this Agreement. This notice must be provided to the relevant official identified in Appendix "C" and must include**:**

(a) a description of the relevant PI;

(b) the date on which and the place at which the PI was lost or subject to unauthorized access or disclosure;

(c) the circumstances surrounding the loss or unauthorized access or disclosure;

(d) the extent of the known or probable loss, or unauthorized access or disclosure, and the identities of any unauthorized persons who had or are believed to have had access to PI;

(e) the actions taken or contemplated to remedy the loss or unauthorized access or disclosure; and

(f) any other relevant details.

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

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

5.0 CONDITIONS AND PROCEDURES FOR THE PROVISION OF PI

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

(a) prior to requesting or disclosing PI, all Parties will ensure that the Applicant has properly completed and signed the certification and consent area of the Application Form;

(b) except with respect to the PI referred to in the second sentence of section 3.1, prior to requesting or disclosing PI, all Parties will ensure that the Applicant is reflected on the most current list provided under section 3.5;

(c) requests by any party for PI from any other party must be made in writing or by email by a designated official of the requesting Party and a designated official must authorize the release of the PI;

(d) the PI shared will be disclosed and used solely for the purpose of administering the Program; and

(e) only authorized persons who need to know the PI for the purposes of administering the Program will have access to and use PI obtained under this Agreement.

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

6.0 RETENTION AND SECURITY

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

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

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

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

7.0 DESIGNATED OFFICIALS

7.1 MMAH, MOF and Service Manager officials responsible for the overall administration and security of this Schedule are identified in Appendix “C”.

8.0 COMPLIANCE LETTER

8.1 Upon request, the Service Manager will provide MMAH with a letter signed by the designated official of the Service Manager identified under Appendix “C” (i) outlining the Service Manager’s protections and procedures relating to the security and confidentiality of the PI related to this Agreement and (ii) confirming that the Service Manager is in compliance with the PI related provisions of this Agreement.

9.0 STATUTORY AUTHORITIES

9.1 The statutory authorities for personal information sharing under this Schedule are set out in Appendix “E”.

APPENDIX "A"

PERSONAL INFORMATION TO BE EXCHANGED

"A-1"

MMAH may provide the following information to the Service Manager:

- Applicant's First Name and Last Name
- Application Number
- Application Status (e.g. pending, to be determined, ineligible, eligible, etc.)
- Applicable occupancy standards
- Any other personal information related to an Applicant or client to resolve any program related issues (e.g. duplicate application, temporary shelter issues, suspensions, etc.)

"A-2"

The Service Manager may provide the following information to MMAH:

- Applicant's First Name and Last Name
- Application Number
- Whether an Applicant:
    - is on a social housing waiting list or would be eligible to be on the list
    - would qualify for the special priority household category under O. Reg. 367/11 of the *Housing Services Act, 2011* as a survivor of domestic violence or survivor of human trafficking
    - is a person experiencing or at risk of homelessness, an indigenous person, senior or person with a disability or is a household that will no longer receive housing assistance as a result of expiring social housing operating agreements/mortgages and or federal/provincial programs
- The amount provided to the Applicant in respect of first and last month's rent, its method of calculation and the date it was provided
- Any other personal information related to an Applicant or client to resolve any Program related issues (e.g. duplicate application, temporary shelter issues, suspensions, etc.)

APPENDIX "B-1"

OFFICE OF THE CHIEF INFORMATION AND PRIVACY OFFICER, MINISTRY OF GOVERNMENT SERVICES, "TAKING THE RIGHT STEPS – A GUIDE TO MANAGING PRIVACY AND PRIVACY BREACHES"

SEE ATTACHED

Information, Privacy & Archives
Ministry of Government and Consumer Services

Taking the Right Steps – A Guide to Managing Privacy and Privacy Breaches

Revised Document

April 18, 2007

Ontario

TABLE OF CONTENTS

ABOUT THIS GUIDE

Purpose

The purpose of this Guide is to help institutions under the Freedom of Information and Protection of Privacy Act prevent, prepare for and respond to any incident involving unauthorized disclosure of personal information (i.e., a privacy breach).

The Guide is divided into two parts:

Part 1 places the need to address privacy breaches within the broader context of privacy management. Your ability to address privacy breaches will be enhanced if you have a coordinated program designed to protect personal information. A key objective of this Part is to help you manage privacy breaches by providing guidance on how to prevent and prepare for privacy breaches.

This Part will be of particular interest to Chief Administrative Officers and Delegated Decision-Makers responsible for the protection of privacy within institutions.

Part 2 provides advice on what to do when a breach has occurred. The key objectives of this Part are to help your institution address privacy breaches by:

- increasing awareness of what constitutes a privacy breach;
- creating a standard response process or protocol to enhance consistency of approach across the Ontario Public Service; and
- defining who to notify when a privacy breach has occurred, and providing best practices regarding the timing, method and contents of the notice to the individuals affected by a breach.

This Part will be of particular interest and use to institutions' Freedom of Information and Privacy Coordinators (Coordinators) and Program Managers responsible for responding to privacy breaches.

Context

This Guide does not replace legislative or other requirements or diminish your responsibility for complying with them. It is intended to supplement the following requirements:

- **Freedom of Information and Protection of Privacy Act (FIPPA):** Institutions subject to FIPPA are required to follow the legislation's rules regarding the collection, use, retention, disclosure and disposal of personal information in their custody or control. Of particular relevance to this Guide are the responsibilities FIPPA places on institutions to secure personal information and protect it from unauthorized access or disclosure.

- **Personal Health Information Protection Act (PHIPA):** PHIPA applies to any institution that is a health information custodian and collects, uses and discloses personal health information. Among other obligations, PHIPA requires custodians to take reasonable steps to protect personal health information from theft, loss, unauthorized use, copying, modification, disposal or disclosure. PHIPA also requires custodians to notify individuals at the first reasonable opportunity if their personal health information is stolen, lost, or accessed by unauthorized persons.

- **Corporate Directives and Guidelines:** In addition to the statutory obligations, institutions are required to follow rules related to privacy, information management, information technology, and security defined in corporate directives, and are encouraged to follow best practices outlined in related guidelines.[1]

WHAT IS A PRIVACY BREACH?

Definition

For the purposes of this Guide, a privacy breach is defined as an incident involving unauthorized disclosure of personal information in the custody or control of an institution covered by FIPPA. This would include personal information being stolen, lost, or accessed by unauthorized persons.

Examples

Circumstances that could lead to a privacy breach include:

- personal information faxed to a wrong number or mailed to a wrong address or person;

[1] The Ontario Government's directives, guidelines, standards and policies regarding information management and security may be found on the iNetwork Intranet site at: https://intra.sse.gov.on.ca/inetwork/resourcecentre/Pages/subject.aspx, and on the Cyber Security Intranet site at: http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.04.27.13.50.07.NWV_page?open.

- loss or theft of equipment containing personal information (e.g., memory sticks, disks, laptops, filing cabinets, photocopiers, fax machines or other devices with memory capabilities);

- disposal of equipment without secure destruction of the personal information it contains;

- use of laptops, disks, memory sticks, briefcases or other equipment to store or transport personal information outside of your office without adequate security measures;

- inappropriate use of electronic devices to transmit personal information (e.g., unsecured personal digital assistants, cell phones, or fax machines);

- intrusions into your buildings, file storage containers, or computer systems and networks;

- insufficient controls to protect personal information; and

- insufficient restrictions on access or editing rights to personal information.

PART 1 – PRIVACY MANAGEMENT

Protection of personal information is a core business function that needs to be effectively managed. Privacy management applies common management principles (e.g., planning, directing, controlling, evaluating) to the personal information collected, used, disclosed, retained and destroyed by institutions. It involves establishing and following disciplined and consistent practices for the management of personal information. To be effective, it also requires leadership and a commitment to privacy protection at all levels of your organization.

An effective privacy management program will:

- **Define Roles and Responsibilities:** The head of an institution is accountable for compliance with FIPPA. In most institutions, some or all of the powers or duties of a head will have been delegated to an officer or officers (e.g., Delegated Decision-Makers and Coordinators). However, the management of privacy needs to be an institution-wide initiative, engaging staff at all levels. Your staff are accountable for protecting the personal information in their custody and control.

- **Align Business Practices:** Integrate the protection of personal information into your programs, systems, and policies and use tools (e.g., Privacy Impact Assessments) that require you to consider privacy on a proactive basis. The public expects government services to be provided on a cost-effective basis. It is easier and less expensive to build privacy protective measures into technology, contracts,

programs, practices and business continuity plans from the beginning, than to retrofit them after privacy breaches occur. Therefore, consider privacy when identifying your strategic priorities, deliverables and performance measures. Privacy should not be an after-thought.

- **Educate and Enhance Awareness:** Education about privacy, as well as FIPPA's requirements, will help your staff understand why privacy is important and how to protect it. Education and awareness are vital to creating a culture of privacy.[2]

- **Monitor and Evaluate Privacy Management Program:** Proper oversight is crucial to the success of any program. Therefore, periodically review your privacy policies and practices, and commit to ongoing improvement in compliance.

Privacy management programs will differ according to institutions' needs and capacity. An institution with limited personal information holdings will have different needs than an institution with a high volume of transactions involving sensitive personal information. This customization of approach is necessary and useful to enable your institution to meet the specific needs of your clients and programs.

Addressing privacy breaches is an important part of your institution's privacy management programs. When a privacy breach occurs, both the individuals affected by the breach and the institutions involved are potentially vulnerable to adverse consequences:

Individuals: Unauthorized disclosure of personal information violates an individual's privacy. It creates the potential for harm, including identity theft and other forms of fraud, physical safety issues such as stalking or harassment, financial loss, adverse impact on employment or business opportunities, and damage to reputation.

Institutions: In addition to not meeting the legal requirements of FIPPA, there are other consequences, including:

- reduced productivity as staff respond to a breach or deal with a complaint;

- lost public trust and confidence due to public disclosure of a major privacy breach;

- cost of emergency measures necessary to control a breach; and

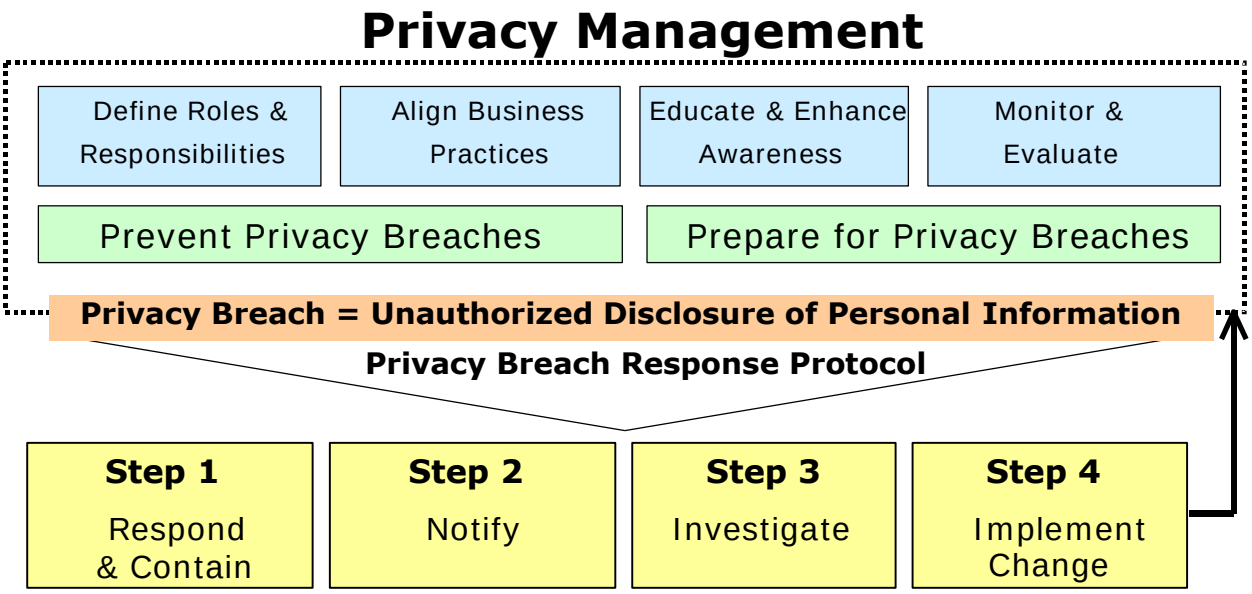
- replacement costs of hardware, software and data affected by the breach.

Preventing privacy breaches, and preparing to respond to them, are critical components of privacy management.

[2] The Centre for Learning and Leadership offers several classroom and e-learning courses on privacy.

Figure 1 illustrates how an over-arching privacy management program helps you address privacy breaches.

Figure 1 – Privacy Breach Response Protocol within Privacy Management Context



Prevent Privacy Breaches

Three areas are of particular importance to your efforts to prevent privacy breaches:

- **Education:** Staff (at all levels) need to understand their responsibilities to comply with FIPPA, and how to protect personal information in their work activities.

- **Security:** An effective security program is essential to prevent privacy breaches. As threats to security are ever-changing, there is no one type of security program that would mitigate the risks of all types of privacy breaches. Physical, technical and procedural safeguards appropriate to your programs and the scope and nature of the personal information in your custody and control need to be included in your security program.[3]

- **Third Parties:** If third party service providers collect, use, retain, disclose or destroy any personal information on your behalf, require them to implement and maintain appropriate security and privacy safeguards. Take reasonable steps to monitor and enforce their compliance with the privacy and security requirements defined in your contracts or service agreements.[4]

[3] See Office of the Information and Privacy Commissioner/Ontario (IPC) Order HO-004 for discussion of security regarding mobile computing devices at: http://www.ipc.on.ca/images/Findings/up-3ho_004.pdf.
[4] See the Guidelines for the Protection of Information When Contracting for Services for additional information at:

The use of the tools outlined below will help you prevent privacy breaches by identifying inappropriate information management practices and inadequate security and privacy measures. Appendix 1 contains a checklist of key questions to help you identify areas, policies and practices that need to be improved in order to prevent privacy breaches.

Privacy Audit

The purpose of a privacy audit, which is a self-assessment tool, is to identify:

- your personal information holdings;
- the information needs of your program areas or corporate functions; and
- your existing privacy and information management policies, practices and procedures.

A privacy audit will help you determine the extent to which personal information in your institution's custody and control is maintained in accordance with FIPPA (i.e., identify short-falls).[5]

Privacy Impact Assessment

The purpose of a Privacy Impact Assessment is to help you identify the:

- internal and external risks to privacy of a proposed initiative (e.g., new technology, information system, or program) in advance of implementation; and
- measures to address those risks – one of which could be a privacy breach if the initiative proceeds without sufficient safeguards in place.[6]

Threat/Risk Assessment

The purpose of a Threat/Risk Assessment is to:

- assess security threats and vulnerabilities;
- document your existing security measures; and

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https://intra.sse.gov.on.ca/inetwork/resourcecentre/Documents/Guidelines%20for%20the%20Protection%20of%20Information%20when%20Contracting%20for%20Services.pdf.

[5] The Guide and Checklist for Managing Personal Information is available on the IPA Intranet site: https://intra.sse.gov.on.ca/inetwork/resourcecentre/Documents/Guide%20and%20Checklist%20for%20Managing%20Personal%20Information.pdf.

[6] The Privacy Impact Assessment guides and tools are available on the IPA Intranet site at: https://intra.sse.gov.on.ca/inetwork/managinginformation/privacy/Pages/pia.aspx.

- recommend appropriate and necessary security safeguards.

This tool will help you identify security issues that could have bearing on the protection of personal information and contribute to a privacy breach.[7]

Prepare for Privacy Breaches

Despite your best efforts, privacy breaches will occur and, in order for you to be able to respond in a timely and effective manner, planning is essential. Focus your efforts on the four areas, outlined below, when preparing to respond to privacy breaches.

To help you prepare to respond to a privacy breach in a timely and effective manner, consider and answer the questions outlined in checklist in Appendix 1.

1. Privacy Breach Response Plan

Develop a plan that documents how the four steps of the privacy breach response protocol, outlined in Part 2 of this Guide, are adapted and applied in your institution. The creation of a response plan may involve documenting your existing practices for dealing with privacy breaches.

One of the key components of a response plan is defining when a privacy breach needs to be reported to your Deputy Minister's Office. The Deputy Minister is responsible for determining if a breach needs to be reported to your Minister's Office.

Having such a plan will enable you to respond to privacy breaches in a coordinated manner. As part of your privacy management program, evaluate the effectiveness of your response plan annually and implement changes, as necessary.

2. Privacy Breach Response Coordinator

Designate one person as responsible and accountable for developing your privacy breach response plan and for coordinating the implementation of that plan. Having this coordinating role helps rationalize planning and preparation, as well as enhances continuity and consistency of approach for privacy breaches.

In most institutions, the Freedom of Information and Privacy Coordinator would be the logical choice for coordinating the development and implementation of a privacy breach response plan given their knowledge and experience.

[7] Information about the Threat/Risk Assessment is available on the Cyber Security Intranet at: http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.06.26.09.57.49.JDN_page?open.

3. Privacy Breach Response Team

Identifying key players or creating a "response team" in advance of a privacy breach will help you prepare. If you already have a privacy working group or committee, involve them in preparing for and responding to privacy breaches.

The roles and responsibilities of the players involved in responding to a privacy breach are interdependent. All players responding to a breach need to work in a co-ordinated manner as a team. Strong communication amongst the players and consistent practices makes the handling of a privacy breach more effective and efficient.

Part 2 of this Guide outlines the key players that need to be involved in all privacy breaches.

4. Third Parties

Under FIPPA, your institution need not have custody of personal information to be responsible for its protection. As with prevention, if third party service providers collect, use, retain, disclose or destroy personal information on your behalf, in your contracts and service agreements require them to:

- be prepared to respond to privacy breaches in a manner consistent with your privacy breach response plan; and

- immediately report breaches to a designated contact at your institution.

PART 2 – PRIVACY BREACH RESPONSE PROTOCOL

While Part 1 focuses on privacy management and the need for your institution to take action to prevent and prepare for privacy breaches, this Part of the Guide focuses on what you need to do once a privacy breach has occurred.

Key Players in Responding to Privacy Breaches

The areas and positions needed to respond to a privacy breach will vary according to the nature of the institution and the type of breach. However, the following players need to be involved when your institution responds to any privacy breaches. The allocation of responsibilities may shift depending upon an institution's business practices.

Staff: Staff, in all areas and at all levels of your institution, will play key roles in identifying, documenting and containing a breach. Staff dealing with clients or the public on a regular basis (e.g., Call Centre personnel) need to be aware of what to do if a privacy breach is reported by an external source.

Program Manager: Program Managers will be responsible for alerting the Coordinator of a breach or suspected breach and working with the Coordinator to implement the four steps of the response protocol. They need to be familiar with this Guide, your institution's privacy breach response plan, the identity and contact information of the Coordinator and delegates, and fully understand their own role and responsibilities in the process.

Freedom of Information and Privacy Coordinator: The Coordinator will play a central role in your institution's response to a privacy breach by:

- identifying the privacy implications of a breach and providing advice to the area(s) affected by the breach;

- ensuring the appropriate players are notified or involved in responding to the breach; coordinating your institution's activities, products and communications; and

- acting as the point of contact for the Office of the Information and Privacy Commissioner/Ontario (IPC) and the Information, Privacy and Archives Division (IPA), Ministry of Government and Consumer Services (MGCS).

Delegated Decision-Maker: In most institutions, the responsibility for protecting the personal information affected by the privacy breach will have been delegated to an identified position, known as a Delegated Decision-Maker. These individuals are key decision-makers in responding to privacy breaches and, therefore, need to be familiar with your institutions' response plan and their role and responsibilities.[8]

Third Party Service Provider: Increasingly, institutions use third parties to carry out or manage programs or services on their behalf. In such circumstances, institutions usually retain responsibility for protecting personal information in accordance with FIPPA. Therefore, third party service providers need to know their roles and responsibilities if a privacy breach occurs when they have custody of personal information. Require your service providers to inform you of all actual and suspected privacy breaches.

Additional Resources

Depending upon the nature of a breach, it may be appropriate for your Coordinator or the Program Manager of the area affected by the breach to consult with or involve other appropriate areas, such as the following:

[8] If your institution does not have a Delegated Decision-Maker, the Director or Manager of the program area could assume this role.

Legal Services: The legal ramifications of a privacy breach need to be identified, including the impact on contracts with third party service providers. Seek legal guidance if there is reason to believe a breach is the result of a criminal act and law enforcement needs to be contacted.

Information Technology: Information technology staff have the technical skills necessary to identify a privacy/security breach, analyze what has happened and what needs to be done to contain the breach, as well as to implement short- and long-term measures to protect personal information (e.g., changing access controls, strengthening firewalls, taking systems off-line, etc.).

Issues Management/Communications: Involve this area if there is a need to develop and implement an issues management strategy (i.e., if a breach has or is likely to become a matter of public interest), or to inform the media and, by extension, the public (within the constraints imposed by FIPPA, security needs and law enforcement interests).

Contingency/Disaster Planning: If a privacy breach occurs as part of a larger incident within your institution or across institutions, your Coordinator will work with the appropriate areas or individuals responsible for contingency or disaster planning. Human Resources: Involve your human resources area when a staff member is the possible target of an incident or is suspected of causing a privacy breach.

Physical Security/Facility Management: Involve your physical security and facilities management areas if a privacy breach occurs as a result of a failure of physical security measures, or if access to facilities is necessary (e.g., a compromised workstation is locked in an office).

Emergency Management and Security: This area is responsible for administering the personnel screening checks and needs to be notified if a privacy breach has implications on a security clearance (e.g., theft of personal information by a contractor).

IPA/Other Coordinators: For advice on how to respond, consult the IPA or other institutions' Coordinators with experience managing privacy breaches.

Four-Step Protocol

Given the diversity of institutions and the varied nature of privacy breaches, no "one size fits all" response protocol is possible or practical. You will need to tailor your actions to ensure they are proportional and appropriate to each privacy breach. There are, however, a number of essential steps to be followed when any privacy breach occurs:

1. Respond and Contain

2. Notify

3. Investigate

4. Implement Change

These steps may need to take place simultaneously, or in rapid succession, depending upon the circumstances. Each step does not have to be completed before beginning the next.

Each step of the protocol is described below and includes suggested roles and responsibilities for the key players. Appendix 1 contains a checklist of key questions to consider and answer when determining if you have taken adequate or appropriate measures to complete each step.

Step 1 – Respond and Contain

Initiate this step as soon as a privacy breach, suspected breach or attempt at unauthorized access has been discovered. Within this one step, five actions are critical:

1. report the privacy breach to key players within the institution, to the IPA and, if necessary, to law enforcement;

2. assess the situation to determine if a breach has occurred and what needs to be done;

3. contain the privacy breach;

4. document the breach and containment activities; and

5. brief senior management.

1. Report

Internal Reporting: A privacy breach or suspected breach needs to be reported to the Program Manager of the area affected by the breach, your institution's Coordinator, and the Delegated Decision-Maker responsible for the area involved in the privacy breach.[9]

IPA, MGCS: Your Coordinator needs to inform the IPA of all privacy breaches within 24 hours of discovery. In addition, alert the IPA if you plan to report a privacy breach to your Deputy Minister's Office.[10]

[9] Notify the Program Area Director if there is no Delegated Decision-Maker.
[10] The IPA acts as an advisor to the minister responsible for the administration of FIPPA and, therefore, needs to be aware of any escalating privacy issues.

Law Enforcement: If you think a privacy breach involves illegal activities, the Program Manager or Coordinator needs to report the breach to the appropriate law enforcement agency. Consult your Legal Services Branch and Deputy Minister's Office prior to contacting law enforcement.

Key Players	Suggested Responsibilities
Staff	Inform your Manager immediately upon becoming aware of a breach or suspected breach. Provide the Manager with as much information as known at the time (e.g., what happened, when, how breach was discovered, and if any corrective action has already been taken). If Manager is unavailable, escalate reporting of breach to the next level of management.
Program Manager	Alert the Coordinator and provide as much information about the breach or suspected breach as is currently available. After appropriate consultation, contact law enforcement, if necessary.
Coordinator	If a privacy breach is identified by external source (e.g., individual, other institution, third party service provider, or IPC), contact appropriate area(s) to respond to the breach. Report breach and provide updates to the IPA.
Third Party Service Provider	Inform designated party at institution as soon as a privacy breach or suspected breach discovered. Fulfill contractual obligations.

2. Assess

Once an incident or suspected incident has been reported to your Program Manager and Coordinator, they need to immediately determine if a privacy breach has occurred. In making this assessment, two important questions need to be answered:

Is personal information involved?

Not all data in the custody or control of an institution is personal information. Therefore, the first part of your assessment is to identity the type of information affected by the incident.

Definition: Personal information is defined in subsection 2(1) of FIPPA as recorded information about an identifiable individual (i.e., natural person) and includes, but is not limited to: race, nationality, religion, age, sex, marital status, education, medical or criminal history, financial information, identifying numbers, address, telephone number, fingerprints, blood type, and opinions. The definition of personal information is not exhaustive – an institution may have other types of personal information in its custody or control.

Personal information may include information that is not recorded (e.g., a verbal disclosure). Also, if there is a reasonable expectation that an individual can be identified from the information disclosed (either alone or when combined with other information), such information will likely qualify as personal information.

Has an unauthorized disclosure occurred?

Unauthorized disclosure, whether it is intentional, inadvertent, or as a result of a criminal activity, is the defining activity for privacy breaches. It is the "threshold" or "trigger" mechanism for the application of this Guide.

If the answer to both questions is "yes", a privacy breach has occurred and you need to follow the rest of the privacy breach response protocol outlined in this Guide.

Note: Institutions have a responsibility to protect personal information and to secure general records, particularly sensitive records.[11] Respond to security breaches involving general records in accordance with established rules and regulations. Report incidents involving unauthorized collection, use, retention or disposal of personal information to your Coordinator.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: ▪ Obtain all available information about the nature of the breach or suspected breach (e.g., when, where, whose personal information involved, how much personal information involved, verbal disclosure or hard copies involved, etc.). ▪ Determine what happened (e.g., did a privacy breach actually occur, what personal information was involved, etc.?) and what needs to be done. ▪ Answer questions in Step 1 Checklist related to

[11] The Information Security & Privacy Classification Policy and the Information Security & Privacy Classification Operating Procedures are available at: http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.06.26.12.06.06.LVU_page?open

Key Players	Suggested Responsibilities
	assessing a privacy breach.

3. Contain

Take immediate action to contain a privacy breach and to alleviate its consequences for both the individuals whose personal information was involved in the incident and your institution.

Key Players	Suggested Responsibilities
Program Manager	Work with Coordinator to: ▪ Undertake all appropriate action to contain breach and mitigate its impact. ▪ Answer questions in Step 1 Checklist related to containing a privacy breach.
Coordinator	Involve all appropriate parties in responding to privacy breach (e.g., Legal Services, Information Technology, Human Resources, Facility Management, etc.). Provide advice on appropriate steps to respond to a privacy breach. Work with the IPA, as required, if privacy breach impacts multiple institutions.
Third Party Service Provider	Take all necessary action to immediately contain the privacy breach. Fulfill contractual obligations.

4. Document

Documenting the details of a privacy breach and your containment activity allows you to implement the correct remedial measures, respond to an investigation by the IPC, and evaluate your institution's response. Such an evaluation is an important part of privacy management.

Key Players	Suggested Responsibilities
Staff	Document what happened (e.g., staff disclosed personal information without authority, intruder, third party service provider alert, equipment containing personal information lost or stolen, etc.), when, how breach was discovered, and what corrective action was taken. If breach identified by external source (e.g., individual, other institution, or third party service provider), document information provided, including contact information for follow-up, and any instructions given to reporting party (e.g., asking caller to mail back documents sent to wrong address). Immediately report breach to Manager.
Program Manager	Ensure details of breach and corrective action are appropriately documented.
Third Party Service Provider	Document what happened (e.g., staff disclose personal information without authority, intruder, equipment containing personal information lost or stolen, etc.), when, how breach was discovered, and what corrective action was taken. Fulfill contractual obligations.

5. Brief

Briefing senior management and, potentially, your Minister's Office is another crucial part of internal reporting, and needs to be done at the discretion of your Coordinator, Delegated Decision-Maker and Deputy Minister's Office. The Deputy Minister will determine if briefing your Minister's Office is necessary.

It is recommended you report any privacy breach to your Deputy Minister's Office in the following circumstances:

- There is reasonable expectation of risk of harm to the individuals whose personal information is involved in the breach.

- The personal information at issue in the breach is very sensitive (e.g., personal health information).

- The scope of the breach is large in terms of the number of individuals affected or the amount of personal information disclosed.

- The scope of the breach is unknown and, therefore, you cannot immediately implement the steps necessary to contain it.

- The breach is the result of an unlawful act and law enforcement needs to be notified.

- The breach was identified to your institution by the media or the IPC.

- The breach is likely to result in media coverage.

When briefing your senior management or Deputy Minister's and Minister's Offices, include the following information:

- The nature and scope of the privacy breach (e.g., how many people are affected, what type of personal information is involved, the extent to which you have contained the breach) or, if the nature and scope are not known at the time of the briefing, that they are still to be determined.

- What steps you have already taken, or will be taking, to manage the privacy breach.

- Your plans to notify the individuals affected by the privacy breach and, if appropriate, the IPC and other parties.

- Your timetable for providing senior management with regular updates about the breach and your ongoing management of it.

Depending upon the nature of the privacy breach and your institution, it may be appropriate to brief your senior management, Deputy Minister's and Minister's Offices early in the response process. This will enable them to know what has occurred and how you are managing the privacy breach (i.e., what actions you are taking and planning, and when they will be updated on developments). This initial briefing may need to occur before you have fully completed your investigation.

Keeping senior management and the Deputy Minister's and Minister's Offices informed throughout the life cycle of a privacy breach will help them understand how your institution is addressing the breach and mitigating its consequences.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: ▪ Evaluate the circumstances of the privacy breach (outlined on pages 19 and 20) to determine its severity and scope, in consultation with Legal Services and Issues Management/Communications. ▪ Develop briefing materials, including recommendations on: - response activities to manage the breach; - notice to the individuals affected by the breach

Key Players	Suggested Responsibilities
	and the IPC; and - need to report the breach to the Deputy Minister's Office. ▪ Brief Delegated Decision-Maker(s) responsible for protection of the personal information involved in the privacy breach, as appropriate throughout the course of your institution's response.
Coordinator	If a privacy breach is to be reported to your Deputy Minister's Office, inform the IPA.
Delegated Decision-Maker (if other than the Deputy Minister)	Brief senior management and, if appropriate, the Deputy Minister's Office, as necessary. **Note:** The Deputy Minister will determine if briefing the Minister's Office is necessary.

Step 2 – Notify

In addition to the reporting outlined in Step 1, there is a need to notify other parties of the privacy breach, including, most importantly, the individuals whose personal information was involved in the incident (i.e., the data subject).

Data Subject

Notifying the data subject of a privacy breach should be your default course of action when one has occurred. The purpose of providing notice of a privacy breach to the individuals whose personal information was involved in the incident is to provide them with sufficient information about:

- what happened;
- the nature of potential or actual risks of harm; and
- appropriate action to take to protect themselves against harm.

Such notice supports the purposes of FIPPA and your responsibility to protect the privacy of individuals with respect to personal information. It is also consistent with the fair information practices of openness and accountability.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: ▪ Determine if there is a compelling reason for not notifying the data subjects of the privacy breach. ▪ If no, determine content, timing and method of notice in accordance with the best practices (below). ▪ Ensure notice is undertaken in an approved and coordinated manner. ▪ Ensure there is adequate support available to notified individuals. ▪ Answer questions in Step 2 Checklist related to notifying data subjects.
Delegated Decision-Maker	Approve all decisions regarding notice to all external parties (e.g., data subject or IPC).
Third Party Service Provider	Participate in notifying the individuals affected by the breach in accordance with contractual obligations.

Below are listed best practices regarding the timing, method and content of notices to the individuals affected by a privacy breach.

Timing of Notice

- Notify as soon as reasonably practicable.
- Do not compound the potential harm caused by a privacy breach by providing premature notice based on incomplete facts or taking any action that might make identity theft or other harm more likely to occur as a result.
- Delay notice if:
  - law enforcement determines immediate notice would impede a criminal investigation; or
  - the breach resulted from a security or information system failure, restore and test the integrity of the system before disclosing details of the breach.
- Provide notice to the data subjects as soon as the reason for delay has been resolved.

Method of Notice

- Make every reasonable effort to directly notify each individual of the privacy breach if identities and contact information of the individuals affected by a privacy breach are known.

- Ensure notice is provided to correct individual and avoid false positives (i.e., when the notice is given to individuals whose personal information was not involved in the breach). Document the process for determining who will be notified.

- Determine if personal representatives or other authorized parties need to be notified instead of the data subject due to issues of capacity, age, language, etc.

- Determine if the seriousness or scope of the privacy breach warrants some kind of indirect notice using public communications channels (e.g., website or media) if direct notification is not possible or reasonably practicable.

If notifying by telephone or in person:

- Develop a script so each data subject receives consistent and complete information.

If notifying in writing:

- Send written notice by mail to the last known mailing address, by another means that can prove receipt of the notice, or deliver it personally.

- Send or deliver notices separately from any other mailings from your institution.

- Identify your institution on the envelope.

- Format in manner that makes your notice readable, understandable and useful.

Content of Notice

- Make every reasonable effort to provide consistent messaging, particularly when notice is to be provided verbally by multiple players.

- Include the following information in written or verbal notices to the individuals affected by a privacy breach:

  - clear identification of your institution and contact information (e.g., a toll-free telephone number, website and postal address) of the individual/area where notice recipient can make inquiries, verify validity of notice and obtain additional information about the breach;

  - a brief description of what happened and when;

- to the extent possible, a generic description of the types of personal information involved in the breach, including if any unique identifiers or sensitive personal information were involved in the breach.

- a description of what you have done or are doing to contain the breach, mitigate its impact, investigate the cause and protect against any further breaches;

- a brief explanation of the potential or actual risks or threats to individuals impacted by the breach;

- an explanation of what action individuals can take to protect themselves, given the nature of the privacy breach (e.g., if identity theft is a reasonable possibility, advise the data subjects to contact their bank, credit card company, credit reporting bureau to inform them of the breach; check and monitor all bank accounts, credit card and other financial statements for any suspicious activity; and obtain a copy of their credit report);

- identify sources where individuals can find more information on identify theft, if reasonably likely to occur, and where they can report occurrences;

- an explanation of the types of assistance available to individuals from the institution or other sources;

- an indication if you have contacted the IPC and if it is investigating the privacy breach;

- a brief explanation of the individual's right to complain to the IPC about your institution's handling of their personal information; and

- contact information for the IPC.

Exceptions

Notifying the individuals affected by a privacy breach may not be appropriate, reasonably possible, or necessary in the following limited circumstances:

- law enforcement determines notice would impede a criminal investigation;

- notice is not in the individual's interest (e.g., notice could potentially endanger an individual or result in greater harm to the individual);

- notice would serve no useful purpose[12] (e.g., if all the personal information involved in the privacy breach is: already publicly available; recovered before an unauthorized party could possibly access it; or protected by technology, such as encryption, that would mean unauthorized access and use of the data is not reasonably possible); or

- it is not possible to provide notice (e.g., identity of individuals affected by breach is not known).

If you are considering not notifying the data subjects of a privacy breach, consultation with the IPA is recommended.

Office of the Information and Privacy Commissioner/Ontario

Determine if notifying the IPC is appropriate. Notice to the IPC is recommended when privacy breaches involve sensitive personal information or large numbers of individuals, or when the risk of harm to the data subjects is high.

The IPC will be able to provide advice and support to your institution response to a breach.

Key Players	Suggested Responsibilities
Program Manager	Work with Coordinator to determine if IPC needs to be notified of privacy breach.
Coordinator	Contact IPC, if appropriate.

Other Parties

Depending upon the nature of the incident, it may be necessary or appropriate to notify other external parties of a privacy breach (e.g., other institutions or jurisdictions, technology suppliers, etc.). The Program Manager, Coordinator and Delegated Decision-Maker will need to make this determination on a case-by-case basis. Involve Legal Services in this decision if legal or contractual obligations are affected by a privacy breach.

[12] In an order related to a specific privacy breach under PHIPA, the IPC found that, in the absence of evidence that any records were lost or stolen, notifying potentially thousands of patients whose records were abandoned but later recovered by the IPC, would serve no useful purpose. Notice in this case would be based on a remote possibility of unauthorized access rather than a probability. IPC Order HO-003, December 2006, pp. 9-10.

Key Players	Suggested Responsibilities
Delegated Decision-Maker	If privacy breach impacts other institutions, organizations, third parties or jurisdictions, notify appropriate parties in accordance with Memoranda of Understanding or other defined protocols, as necessary.

Step 3 – Investigate

Internal

Once you have contained the privacy breach:

- identify and analyze the events that led to the privacy breach;
- evaluate what you did to contain it; and
- recommend remedial action to help prevent future breaches.

In most circumstances it will be appropriate for you to investigate your own privacy breaches. Depending upon the nature and scope of the breach, you may want to involve your internal audit programs in this process.

Document the results of your internal investigation including:

- background and scope of your investigation;
- legislative implications;
- how you conducted the assessment (who did it, who was interviewed, what questions asked, what policies and practices considered, etc.);
- the source and cause of the privacy breach;
- an inventory of your systems and programs affected by the breach;
- determination of the adequacy of your existing security and privacy policies, procedures and practices;
- assessment of the effectiveness of your institution's response to the breach (i.e., implementation of Step 1 and Step 2); and
- findings including a chronology of events and recommendations for remedial actions.

Inform your senior management of the results of the investigation so they can act upon the recommendations.

One of the most important outcomes of a privacy breach is for your institution to learn from the incident. A "lessons learned" meeting with all parties involved in the breach and response will help you evaluate your existing privacy/security measures and your incident-handling process, and identify necessary changes and improvements.

Each investigation will result in a set of documents outlining the chronology of the privacy breach, the analysis of your response, and the required remedial steps. Over time, this information will help you identify systemic privacy or security weaknesses and threats.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to assess the privacy breach and your institution's response, to document findings, and to answer questions in Step 3 Checklist related to investigating privacy breaches. Involve other parties in investigation, as necessary.
Delegated Decision-Maker	Review internal investigation reports and approve required remedial action.
Third Party Service Provider	Undertake full assessment of privacy breach, in accordance with contractual obligations.

Office of the Information and Privacy Commissioner/Ontario

Depending upon the nature of a privacy breach, the IPC may investigate and publicly report on the incident. If this occurs, cooperate fully with the IPC.

Your Coordinator needs to play a key role in your institution's activities, products and communications with the IPC.

Key Players	Suggested Responsibilities
Program Manager	Make all appropriate information and documents available.
Coordinator	Coordinate your institution's activities and communication with IPC.
Delegated Decision-Maker	Review IPC investigation report and approve required remedial action.

Step 4 – Implement Change

When determining what changes and remedial action needs to be implemented, consider if it is necessary to:

- review your relevant information management systems to enhance compliance with FIPPA;
- amend or reinforce your existing policies and practices for managing and safeguarding personal information;
- develop and implement new security or privacy measures;
- train your staff on legislative requirements, security and privacy policies, practices and procedures to reduce the potential of future breaches; or
- test and evaluate remedial actions to determine if they have been implemented correctly, and if your policies and practices need to be modified.

In addition, evaluate whether the notice to the data subjects and other relevant parties was effective (e.g., was it done in a reasonably timely manner, were the tone and content of the notice appropriate, and was there sufficient support provided to data subjects?).

Key Players	Suggested Responsibilities
Program Manager	Ensure all appropriate remedial action is undertaken, including necessary modifications to privacy and security measures, policies, practices and procedures. Work with Coordinator to train staff in a timely and effective manner. Follow-up to assess effectiveness of remedial action. Make changes, as necessary.
Coordinator	Evaluate effectiveness of your institution's response to particular breach, as well as your response plan, and implement improvements, as necessary. Work with Program Manager to answer questions in Step 4 Checklist related to remedial actions and their implementation.
Delegated Decision-Maker	Monitor implementation of remedial action.

Key Players	Suggested Responsibilities
Third Party Service Provider	Take all necessary remedial action to decrease risk of future privacy breaches (e.g., training, enhanced security measures, etc.), in accordance with contractual obligations.

HELPFUL RESOURCES

Access and Privacy Branch, Alberta Government Services, Conducting a Privacy Audit, December 2004.

British Columbia Medical Association, Office of the Information and Privacy Commissioner for British Columbia, and the British Columbia College of Physicians and Surgeons, Key Steps for Physicians in Responding to Privacy Breaches, June 2006.

British Columbia Medical Association, Office of the Information and Privacy Commissioner for British Columbia, and the British Columbia College of Physicians and Surgeons, Physicians and Security of Personal Information, June 2006.

Office of the Information and Privacy Commissioner for British Columbia, Key Steps in Responding to Privacy Breaches, December 2006.

Office of the Information and Privacy Commissioner for British Columbia, Guidelines for Handling a Privacy Breach, October 2005.

Office of the Information and Privacy Commissioner for British Columbia, Privacy Breach Reporting Form, November 2006.

Office of the Information and Privacy Commissioner/Ontario and Office of the Information and Privacy Commissioner for British Columbia, Breach Notification Assessment Tool, December 2006.

Office of the Information and Privacy Commissioner/Ontario, A Privacy Breach Has Occurred – What Happens Next?, Presentation, September 14, 2001.

Office of the Information and Privacy Commissioner/Ontario, Privacy Assessment: The University Health Network's Response to Recent Breaches of Patient Privacy, July 30, 2002.

Office of the Information and Privacy Commissioner/Ontario, What to do if a privacy breach occurs: Guidelines for government organizations, Revised December 15, 2006.

Office of the Information and Privacy Commissioner/Ontario, What to do When Faced With a Privacy Breach, Guidelines for the Health Sector, June 2006.

APPENDIX 1 – CHECKLISTS

The following questions can help you identify areas, policies and practices that may need to be improved in order to effectively manage privacy and to prevent, prepare for and respond to privacy breaches.

Prevent Privacy Breaches Checklist
Education How is staff trained on FIPPA and your institution's policies, procedures and practices for protecting personal information? How is effectiveness of training determined? Is accountability for privacy protection understood by staff at all levels? How is privacy awareness promoted across your institution? How are the policies, procedures and practices for managing personal information communicated to staff? How is staff informed of new privacy and security issues to be addressed that result from internal reviews, privacy breaches, public complaints and court decisions, or from changes in technology and information management practices?
Security Are security responsibilities clearly defined and subject to performance evaluation? What are the reasonably foreseeable risks to the security of personal information? Are existing safeguards (physical, technical and procedural) effective at addressing those risks? If not, what needs to be done to implement adequate safeguards? Do the security measures, including policies, practices and procedures, meet the requirements of FIPPA (i.e., protect personal information from unauthorized access, collection, use, disclosure, copying, modification or destruction) and corporate directives and guidelines?

Prevent Privacy Breaches Checklist
Are intrusion detection technology, policies and procedures in place for identifying, documenting (e.g., audit trail), reporting and responding to security incidents (i.e., actual and attempted attacks or intrusions)? Is access to personal information (internal and external) limited to users with legitimate needs, and are appropriate controls and authentication measures in place? What safeguards are in place to ensure personal information is not removed from your offices unless necessary, and that appropriate precautions are in place to protect the security and integrity of the information when outside your offices? Are appropriate security measures in place for the disposal of personal information and destruction of equipment that may store personal information (e.g., computers, disks, memory sticks, disks, laptops, cell phones, personal digital assistants, filing cabinets, photocopiers, fax machines or other devices with memory capabilities)? Are appropriate security measures in place for mobile devices, remote access from external network connections, and transmission of personal information over the Internet or other public networks? How are security safeguards evaluated and adjusted to address new or emerging threats, a material change to your institution's programs or systems, personal information holdings, or any other circumstance that may impact your institution's security program? How frequently are security measures tested or otherwise monitored to determine effectiveness? See also Threat/Risk Assessments Checklist (below).
Third Parties Is personal information collected, used, retained, disclosed or destroyed by third party service providers on your behalf? If so, are third party service providers required, by contract or other measures, to have privacy protection measures that are compliant with FIPPA and your institution's privacy management program? How do you verify the effectiveness of the third parties' privacy protection measures?

Prevent Privacy Breaches Checklist
Privacy Audits Are adequate resources available for developing, implementing and maintaining a privacy management program? How and why is personal information collected, used, and disclosed? Is some personal information more sensitive than others? How is the sensitivity identified and are special privacy or security measures in place for this data? Are the roles and responsibilities related to privacy protection identified and documented? What steps are in place to minimize the amount of personal information collected, used and disclosed? How and where does your institution store personal information? How long do you retain personal information? Who has access to the personal information and who actually needs to have that access? Do information handling policies, practices and procedures comply with FIPPA? How are they maintained to keep pace with changes in technology and program needs? How is their effectiveness monitored, enforced and reported?
Privacy Impact Assessments (PIA) Is a Privacy Impact Assessment conducted when designing and implementing programs or systems that will require the collection, use or disclosure of personal information or when applying technology to personal information systems? Is the flow of personal information for a proposed new program or system, or change to an existing program or system, understood and documented? Is your institution following the requirements and process defined in the PIA guides and tools? How is compliance with FIPPA assessed for a proposed initiative? How will it be verified and reviewed on a go-forward basis? Have the IPC and stakeholders impacted by the proposed initiative been consulted? What are their concerns and have they been addressed? If not, why not?

Prevent Privacy Breaches Checklist

Threat/Risk Assessments (TRA)

Has a Security Plan been prepared for each of your programs that deal with information and information technology?

How are threats to and sensitivities and vulnerabilities of information identified, and the levels of potential harm and risk assessed?

What are the most likely or serious threats that could lead to a privacy breach (e.g., hacker attack, procedural error, eavesdropping at service counter, lost laptop, etc.)? What measures are in place to counter these threats? Are they effective?

Where are the areas/programs/systems in your institution where there is the greatest likelihood of a privacy breach (e.g., where there is a high volume of transactions involving personal information)?

Is your institution following the OPS TRA requirements and process?

Prepare for Privacy Breaches Checklist

Privacy Breach Response Plan

Do you have an existing privacy breach response plan? If not, how will a plan be developed and implemented?

If yes, when was it last reviewed and updated? Was it approved by all parties/areas that logically would be involved in dealing with most types of privacy breaches, as well as by senior management?

How has the privacy breach protocol outlined in this Guide been adopted and applied to your institution?

Does your privacy breach response plan define the circumstances when a breach will be reported to your Deputy Minister's Office?

Do staff, at all levels, know about your privacy breach response plan, what a privacy breach is, what to do if there is one (e.g., reporting requirements), and how to document details of a breach? If not, what training is required?

Are there templates and forms to facilitate prompt reporting of privacy breaches to appropriate parties?

How will the effectiveness of your response plan be evaluated, by whom and how frequently?

Prepare for Privacy Breaches Checklist
How is your response plan revised to accommodate lessons learned from security incidents or privacy breaches, as well as new risks, technology and other developments? Who is responsible for this? How are changes to your response plan communicated to players involved in responding to privacy breaches and to your staff?
Privacy Breach Response Coordinator Who is responsible and accountable for: 1) developing your response plan, and 2) coordinating your institution's response to a privacy breach? How is the identity of this individual communicated to staff, at all levels? Have delegates or back-ups been identified in case the Response Coordinator unavailable at time of a breach? Is 24/7 contact information of the Response Coordinator and delegates known to staff?
Privacy Breach Response Team Who should be involved in: 1) preparing, reviewing and approving your response plan, and 2) responding to a privacy breach (i.e., who are the key players and what are their roles and responsibilities)? Are response team members aware of their roles and responsibilities? How is the effectiveness of your response to a privacy breach determined? Have key players been designated to be available on 24/7 basis? Is their contact information known to staff?
Third Parties Do your contracts and service agreements require third party service providers to: • be prepared to respond to privacy breaches in a manner consistent with your privacy breach response protocol; and • immediately report breaches to a designated contact at your institution.

Step 1 – Respond and Contain Checklist

Report

Have staff reported the privacy breach or suspected breach to their Manager? When and by whom?

Has the Manager reported the privacy breach or suspected breach to Coordinator? When?

Has the Program Manager/Coordinator reported privacy breach to:

- Delegated Decision-Maker – when and by whom?
- Deputy Minister's Office – when and by whom?
- IPA – when and by whom?
- Legal Services – when and by whom?
- Police or other appropriate authorities – when and by whom?
- Other Parties – who, when and by whom?

Assess

Did a privacy breach occur (i.e., unauthorized disclosure of personal information)?

If no, is there another type of incident report to be completed or action to be taken?

If yes, what happened – describe incident/facts – what (cause of breach such as inadvertent verbal disclosure or theft of a laptop computer), when (date and time of incident), how, where (location), who identified breach (data subject, self-identified or by IPC)?

Whose personal information was affected by the breach (e.g., to whom does the data likely belong)?

What type of personal information was involved (e.g., unique identifiers such as Social Insurance Numbers or Driver's Licence numbers, personal health information, sensitive data)?

Who had custody and control of the personal information involved (e.g., program area, health information custodian, third party service provider)?

If third party service providers involved, are there specific contractual obligations that must be followed?

What medium was the personal information (e.g., oral, electronic or hardcopy)?

What is the likely scope of the privacy breach (i.e., how many individuals/areas/institutions affected)? Are other jurisdictions involved?

Step 1 – Respond and Contain Checklist

Is the breach the result of illegal activity? Should law enforcement be involved?

Was the privacy breach a one-time occurrence or is there a risk of ongoing or further exposure of the personal information (i.e., would the breach allow unauthorized access to any other personal information)? If the latter, what needs to be done immediately to end the breach and protect the data? Is there a likelihood that a similar, but as-yet-undiscovered, problem exists elsewhere in your institution?

Is there evidence the personal information involved in the breach has been acquired by an unauthorized person and is being, or likely will be, used for unauthorized purposes?

What steps have you already taken to control the breach and mitigate its consequences (e.g., suspend process/activity that caused breach, shut down website or computer system temporarily, change passwords or locks, retrieve copies of records, etc.)?

Are there specific legislative requirements that must be followed (e.g., PHIPA for privacy breaches involving personal health information and health information custodians)?

Have there been any similar or related incidents in the past?

Was the personal information involved in the privacy breach encrypted or protected by other safeguards that would prevent unauthorized access to the personal information?

What potential consequence/harm to the data subject may result from the breach?

- **Identify theft:** most likely to occur when the breach involves Social Insurance Numbers, credit card numbers, driver's licence numbers, personal health numbers, debit card numbers with PIN or any other information that can be used to commit financial fraud.

- **Safety:** when loss of personal information potentially jeopardizes the physical safety of an individual or there is a risk of stalking or harassment.

- **Reputation:** generally associated with loss of sensitive personal information (e.g., mental health records or data that may jeopardize business or employment/business opportunities).

- **Other:** such as when breach may result in a financial loss for the data subject.

What potential consequence/harm to your institution or the public may result from the privacy breach?

Step 1 – Respond and Contain Checklist

- **Security:** is there the potential to jeopardize the physical safety of your employees, provide access to other assets, or result in future breaches due to similar technical failures?

- **Public health or safety:** does the breach put public health or safety at risk?

- **Public trust:** will the breach result in loss of public trust or confidence? Does the situation require issuing a public statement/notice to reduce fear, or to maintain trust, or to give those directly affected the means to protect themselves or mitigate their own risk or consequences of the breach?

- **Legal:** does the breach constitute a contravention of legislative (e.g., FIPPA or PHIPA) or contractual requirements (e.g., with third party service providers), or might it result in civil litigation?

- **Other:** will breach result in IPC investigation, financial consequences for your institution, questions in Legislative Assembly, media attention?

Contain

What steps do you need to take immediately to contain/control the breach (e.g., suspend or isolate process/activity affected by breach, shut down website or computer system temporarily, change passwords or locks, etc.)?

Have you taken all necessary steps to retrieve personal information from all sources to which it was inappropriately disclosed (e.g., identify who had unauthorized access to personal information, retrieve hard copies, obtain assurances the parties have not make copies or will use or disclose the data, and document contact information of anyone who may have accessed the personal information involved in the privacy breach in case follow-up is required)?

Have appropriate staff been informed of the breach and provided with instructions on how to control the breach and prevent further unauthorized disclosures of personal information?

Do your policies, procedures, practices need to be changed immediately to contain breach or prevent further breaches?

How are the programs or systems affected by the breach to be monitored for signs of continued problems?

Document

Are the details of the privacy breach and action taken to contain it and mitigate its consequences being documented? How, by whom and where located?

Step 1 – Respond and Contain Checklist
Brief Has the Program Manager/Coordinator/Delegated Decision-Maker undertaken all appropriate briefings? When and to whom? Are any of the circumstances outlined on pages 19 and 20 present? Have you consulted with Legal Services and Issues Management/ Communications to evaluate the severity and scope of the privacy breach? Does your Deputy Minister's Office need to be briefed? If a privacy breach has been reported to your Deputy Minister's Office or Minister's Office, have you informed the IPA of this development?

Step 2 – Notify Checklist
Is notice to be given to individuals affected by the breach? Yes/No If no, why not? Who approved decision? Has the IPA been consulted on decision not to notify? If yes, have the best practices related to written or verbal notice been followed? Who should give the notice, how, when? How is consistent notice to be ensured? If direct notice to the data subject is not possible (e.g., contact information unavailable or identity of data subject unknown), is an alternative approach to notice appropriate? Should notice been given to the IPC? If so, when and by whom? Do other parties (e.g., other institutions or jurisdictions) need to be notified of the privacy breach? Are details of notice process being documented? How and by whom? **Note:** Institutions under FIPPA that also are health information custodians under PHIPA should follow the notice requirements under subsections 12(2) and 12(3) of PHIPA.

Step 3 – Investigate Checklist

Are you investigating the privacy breach?

If yes, how, by whom, and how findings being documented?
If no, why not? Is a third party conducting the investigation?

What caused the privacy breach (e.g., accident, deliberate action, internal or external action, insufficient knowledge or training of staff, inadequate security or privacy policies, procedures and practices)?

Does the privacy breach raise systemic issues that need to be addressed across your institution (e.g., lack of staff training, insufficient access controls, firewall deficiencies, etc.) or across government?

Had your institution taken reasonable steps to prevent the privacy breach?

Does your institution's privacy management plan need to be modified as a result of the privacy breach in order to help prevent future breaches and to prepare you to respond to breaches in a more timely and effective manner?

If so, what changes are recommended, how will these be undertaken, by whom and when?

Step 4 – Implement Change Checklist

Were appropriate decision-makers and senior management briefed of results of investigation(s)? When and by whom?

Has implementing your investigation's recommendations been approved? When and by whom? If not, why not?

Is any additional follow-up/report back to the IPC necessary?

How are the recommended remedial measures to be implemented, by whom and when?

How is their effectiveness to be monitored and evaluated? By whom?

APPENDIX "B-2"

OPS CORPORATE POLICY ON PROTECTION OF PERSONAL INFORMATION DATED JULY 25, 2011

SEE ATTACHED

Minister of Government Services

Corporate Policy on
Protection of Personal Information

July 25, 2011

FINAL APPROVED

TABLE OF CONTENTS

PURPOSE

1. The purpose of this policy is to define and establish requirements consistent with the Freedom of Information and Protection of Privacy Act, 1990, for the protection of personal information in the custody or under the control of government.

2. For greater clarity, this policy does not establish and define requirements under the Personal Health Information Protection Act, 2004.

AUTHORITY

3. This policy is made by the Minister of Government Services under authority of the Management and Use of Information and Information Technology Directive that gives the Minister responsibility to establish, amend, replace or rescind policies on the management of I&IT that are consistent with the Directive, setting out more detailed operational requirements for ministries, I&IT clusters and agencies.

APPLICATION AND SCOPE

4. This policy applies to all ministries, to all advisory and adjudicative agencies, and to any other agency defined under the Agency Establishment and Accountability Directive that is subject, by Memorandum of Understanding or a schedule thereto, to sections 8.1 to 8.4 of the Management and Use of Information & Information Technology Directive.

5. Use of the word “ministry” in this policy includes I&IT clusters and applicable agencies.

6. Requirements under the Personal Health Information Protection Act, 2004, are not within the scope of this policy.

7. This policy does not apply to personal information excluded from the Freedom of Information and Protection of Privacy Act, 1990.

PRINCIPLES

8. The protection of personal information in accordance with statute, regulation, policy and best practices:

   a) respects the privacy of individuals whose information is collected, used and disclosed by government;

   b) reduces privacy, organizational and legal risk and maintains the public's trust and confidence in government operations; and

   c) is an integral part of business practices and the design of programs, services, systems and processes.

DEFINITIONS

9. In this policy:

"business owner" means any program director or equivalent having authority and accountability under legislation, regulation, or policy or other instrument for particular business activities and for the business records relating to those activities;

"coordinator" means the freedom of information and privacy coordinator or equivalent or that person normally performing the role of the freedom of information and privacy coordinator;

"information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, retention, dissemination, disclosure or disposition of information;

"institution" means an institution as defined by the Freedom of Information and Protection of Privacy Act, 1990;

"government" means the Government of Ontario unless the context otherwise requires;

"Head" means the head of an institution as defined by the Freedom of Information and Protection of Privacy Act, 1990, or that officer delegated to carry out the powers and duties of the Head;

"personal information" means personal information as defined by the Freedom of Information and Protection of Privacy Act, 1990;

“Privacy Impact Assessment” means the process that reviews a new or existing information system or program to determine whether measures are necessary to ensure compliance with personal information protection requirements in statute and regulation and to address the broader privacy implications of the system or program;

“privacy officer” means that person designated by the business owner who is responsible for ensuring compliance by the program with this policy; and

“program” means those activities and related records over which a business owner has authority and which collects, uses or discloses personal information.

MANDATORY REQUIREMENTS

Management of Personal Information

10. Personal information shall be collected, used, disclosed and otherwise managed only in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations.

11. The business owner is accountable to the Head for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and for compliance with this policy.

12. For greater clarity, personal information that is a business record or part of a business record shall be managed in accordance with the Corporate Policy on Recordkeeping, in addition to the requirements of this policy.

13. Where a collection of personal information is authorized by the Freedom of Information and Protection of Privacy Act, 1990, it shall be limited to that personal information that is reasonably necessary to achieve the purposes of the program for which it is collected.

14. Access to personal information shall be restricted to those individuals or agents who require access to personal information in order to perform their duties and where access is necessary and proper for the administration of the program.

15. Staff and management who require access to personal information in order to perform their duties shall receive training to a level commensurate with the complexity and sensitivity of the information to which they have access.

16. A review of compliance with section 10 and sections 12-15 shall be conducted by a business owner periodically as appropriate or if required by the Chief Privacy Officer and Archivist of Ontario, using guidelines issued by Information, Privacy and Archives Division.

Privacy Officers

17. The business owner may, in writing, designate an individual to perform the role of privacy officer in relation to the personal information over which the business owner has authority.

18. The privacy officer shall:

    - perform all of the things required to be performed by the business owner under this policy;

    - be responsible for ensuring that personal information is managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations; and

    - be responsible for compliance with this policy.

Privacy Breaches

19. A privacy breach occurs where there is an internal or external disclosure of personal information that is not authorized by the Freedom of Information and Protection of Privacy Act, 1990, and may be deliberate or inadvertent.

20. When a privacy breach occurs, the business owner shall report the breach forthwith to the coordinator, and the coordinator shall forthwith report the breach to Information, Privacy and Archives Division.

21. The business owner, in consultation with the coordinator, shall ensure at a minimum that:

    - the breach is contained and assessed;

    - the breach is reported to any other relevant parties;

    - where appropriate, the individual or individuals whose personal information has been breached, as well as the Information and Privacy Commissioner, are notified;

- the cause or causes of the breach are investigated in a manner commensurate with the nature and severity of the breach; and

- corrective or remedial action is taken pursuant to the investigation to prevent further breaches and address related matters.

Privacy Impact Assessment

22. A privacy impact assessment shall be conducted whenever there is a substantial change in the collection, use or disclosure of personal information, including the creation or substantial modification of an information system or database containing personal information.

Matching of Personal Information

23. Matching of personal information is a computerized or automated process comparing two or more databases of personal information that were originally created for different purposes, that creates or merges information on identifiable individuals in order to identify matters of interest or to make decisions about the individuals to whom the matched information relates.

24. Personal information may be matched only where:

    - it is the purpose or one of the purposes for which the personal information in each database was collected;

    - it is consistent with the purpose or purposes for which the personal information in each database was collected;

    - the individuals to whom the information to be matched relates have consented to the matching of the information; or

    - it is required by law or for the purposes of law enforcement.

25. Where the results of a matching of personal information may lead to a denial, termination, suspension or reduction of a benefit, entitlement or other assistance, the ministry shall:

    - verify or ensure the accuracy of the results of the matching exercise in a manner that is independent of the matching system;

    - provide notice to the individual affected by the matching exercise; and

- allow the affected individual to challenge or respond to the results of the matching exercise.

26. The process referred to in section 25 must be documented and approved by the responsible Assistant Deputy Minister or equivalent.

27. Sections 25 and 26 do not apply where a substantially similar process is established in relation to a program by statute or regulation.

28. For greater clarity, the following activities are not considered to be a matching of personal information for the purpose of this policy:

    - a matching of information that is not personal information;

    - a matching of personal information to ensure the information is accurate or current or to correct and update personal information or to reconcile financial information;

    - a matching or consolidation of information collected for the same purpose to administer a specific program;

    - a matching of personal information as part of an audit, evaluation or review of a program, where the information is not used to identify matters of interest or to make decisions about the individuals to whom the matched information relates;

    - a matching of anonymized or pseudonymized personal information for research, statistical or evaluation purposes where adequate safeguards are implemented to prevent re-identification of the individuals to whom the information relates; and

    - a matching that involves only personal information that is collected for the purpose of creating a record that is publicly available.

Contracting for Services

29. A contract for service with an external service provider involving personal information shall at a minimum provide:

    - for the retention of control by the contracting ministry over personal information transferred to the service provider;

    - for compliance by the service provider with applicable sections of Part III of the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations;

- for the training of service provider staff and management who have access to personal information commensurate with the sensitivity of that information, and (where considered necessary) for the designation of a privacy officer by the service provider;

- for the safeguarding by the service provider of personal information in accordance with the corporate policy;

- for the return to the contracting ministry or the secure destruction of personal information in accordance with applicable procedures by the service provider during or on termination of the contract;

- for compliance by the service provider with any other section of this policy or with any other applicable policy or guideline; and

- for discretionary or periodic auditing of the service provider (or other compliance monitoring arrangement) for compliance with this section.

Information Sharing

30. Information sharing is the disclosure of personal information (including sale) for a specific purpose, by the institution that collected the information, to another institution, to another government, to a person or group of persons or to an external organization.

31. Information sharing must be authorized under the Freedom of Information and Protection of Privacy Act, 1990, or other statute.

32. An information sharing agreement must be approved by the disclosing and receiving organizations prior to the disclosure taking place.

33. Approval of an information sharing agreement means approval in writing of at least the business owner of the personal information in the disclosing organization and of the business owner (or equivalent) receiving the information in the receiving organization.

34. An information sharing agreement shall at a minimum specify:

    - the purpose and scope of the information sharing exercise;

    - the legal authority for the information sharing exercise, including the authority to disclose and indirectly collect personal information, respectively;

    - the personal information to be shared;

- the use or uses of the personal information by the organization receiving the information;

- unless there is an exemption for notice of collection or a waiver of notice has been obtained, how notice requirements will be addressed by both the originating and receiving organizations;

- the method for sharing information, including the medium or means of exchange of information between organizations;

- how the receiving organization will ensure accuracy and security of the personal information once received; and

- the duration of the information sharing agreement and the disposition of exchanged personal information during and on termination of the agreement.

35. For greater clarity, sections 31-33 do not apply to the sharing of anonymized or pseudonymized personal information where adequate safeguards are implemented to prevent re-identification of the individuals to whom the information relates.

Consultation with Information, Privacy and Archives Division

36. A business owner (or privacy officer where one has been appointed) shall consult with Information, Privacy and Archives Division:

    - on any proposed amendment to a statute or regulation that affects the Freedom of Information and Protection of Privacy Act, 1990, or the Municipal Freedom of Information and Protection of Privacy Act, 1990, within a reasonable period of time prior to their consideration by Cabinet;

    - except where section 27 applies, on a proposed matching of personal information, within a reasonable period of time prior to the execution of the matching; and

    - on any matter with significant implications for individual privacy or the protection of personal information.

Internet Communications

37. A link to a corporate privacy statement shall be available from every public-facing government Internet page and shall include at a minimum:

    - a general description of the information collected when an individual visits a government Internet page and how this information is used;

    - a statement that government Internet pages may embed third-party pages, content or components, and that such third-party pages, content or components, if selected by the user, may not be subject to the same statutory privacy protections as government pages;

    - suggestions (or a link to information) on how an individual can further protect on-line activities through practices and settings; and

    - whom the individual might contact for further information.

38. Information stored in or forming part of server access logs or Internet traffic monitoring data, including Internet protocol addresses, shall not be used to track, identify or locate individuals unless required by law or for the purposes of law enforcement.

39. Section 38 does not apply to the administration of a service or transactional relationship through an identification and authentication scheme, or to development, with user consent, of a related service history or profile.

40. Interactive on-line communication with government (such as forums, bulletin boards or consultations) shall be monitored and require participants to consent to a terms of use that at a minimum:

    - caution against improper use of the interactive communication and of loss of privileges in event of improper use;

    - caution against the posting of personal information by participants about themselves beyond views and opinions on the subject of the interactive communication;

    - instruct users not to post personal information about another identifiable individual or individuals; and

    - require users to accept the terms of use before the user is able to participate in the interactive communication.

41. Where a government Internet page uses an embedded third-party site, content or component, a clear indication shall be given on the page that such third-party site, content or component belongs to a third party and is not part of the government page.

42. Sections 37-41 apply with necessary modification to any Internet communication by or on behalf of government, including but not limited to Internet sites, services, applications and public messaging.

ACCOUNTABILITIES

43. Business owners are accountable to ministry Heads for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and that programs comply with this policy.

RESPONSIBILITIES

44. Privacy officers, where they have been appointed, are responsible for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and that programs comply with this policy.

45. The Chief Privacy Officer and Archivist of Ontario is responsible for the periodic review of this policy, for providing training on the policy, for developing a corporate privacy statement for government Internet pages, and for issuing guidelines or best practices to promote proper implementation of the policy.

APPENDICES

46. Guidelines and best practices associated with this policy and issued by the Chief Privacy Officer and Archivist of Ontario, and relevant standards issued by a standard-setting authority, shall be listed in an appendix to this policy, and said appendix may be revised as needed by the Chief Privacy Officer and Archivist of Ontario without approval of the Minister of Government Services.

CONTACT INFORMATION

Policy and Planning Branch
Information, Privacy and Archives
Ministry of Government Services

APPENDIX – LIST OF ASSOCIATED GUIDELINES

Guidelines associated with this policy are under development.

The following guidance documents were developed and made available prior to the development of this policy, are under review and will be superseded by the new guidelines. However, they remain relevant and helpful.

Guide and Checklist for Managing Personal Information, 2008

Guidelines for Protection of Information When Contracting for Services, 2008

Publication of Conviction Information About Individuals, 2008

Taking the Right Steps – A Guide to managing Privacy and Privacy Breaches, 2007

These guidance documents, and other useful publications, can be obtained from the Resource Center page of Policy and Planning Branch, Information, Privacy and Archives Division, Ministry of Government Services.

https://intra.sse.gov.on.ca/inetwork/resourcecentre/Pages/subject.aspx

APPENDIX "B-3"

"IPC PRACTICES NO. 26: SAFE AND SECURE DISPOSAL PROCEDURES FOR MUNICIPAL INSTITUTIONS"

SEE ATTACHED

IPC
Practices
Number 26
Revised September 1998
PUTTING ONTARIO'S INFORMATION AND PRIVACY LEGISLATION TO WORK
INFORMATION AND PRIVACY COMMISSIONER/ONTARIO
ANN CAVOUKIAN, Ph.D., COMMISSIONER

Safe and Secure Disposal Procedures for Municipal Institutions

All organizations should dispose of personal information in a safe and secure way when it is no longer needed. While provincial government organizations have been provided with guidance on this through Regulations and Directives, municipal organizations have not. This issue of IPC Practices *offers guidance and practical suggestions on how municipal organizations can dispose of personal information in a safe and secure manner.*

Background

To prevent unauthorized parties from accessing personal data, it is important to use care in the disposal and destruction of personal information.

Section 40(4) combined with Regulation 459 of the provincial *Freedom of Information and Protection of Privacy Act* (the provincial *Act)* deals with the disposal of personal information. Section 4(1) of Regulation 459 states:

> Every head shall ensure that all reasonable steps are taken to protect the security and confidentiality of personal information that is to be destroyed, including protecting its security and confidentiality during its storage, transportation, handling and destruction.

Section 4(3) goes on to state:

> In determining whether all reasonable steps are taken under subsection (1) or (2), the head shall consider the nature of the personal information to be destroyed or transferred.

Section 6 deals with the need for provincial organizations to keep a record of what personal information has been destroyed and states:

1) Every head of an institution shall ensure that the institution maintains a disposal record setting out what personal information has been destroyed or transferred to the Archives and the date of that destruction or transfer.

2) The head shall ensure that the disposal record maintained under subsection (1) does not contain personal information.

Section 30(4) of the *Municipal Freedom of Information and Protection of Privacy Act* (the municipal *Act)* deals with the disposal of personal information and states:

> A head shall dispose of personal information under the control of the institution in accordance with the regulations.

Unlike the provincial *Act*, there are no equivalent regulations pursuant to section 30(4) of the municipal *Act.*

Thus, we have developed the following procedures to assist municipal organizations with the disposal of records.

Recommended Procedures

Preparing disposal record

A disposal record is a list indicating what records have been destroyed, when, by whom, and using what method of destruction. Records that have been kept or archived may also be tracked. It could be a simple list on paper, or part of an electronic records management system.

The disposal record applies to both paper and electronic (computer and video) records, and must not contain personal information. Referring to the record "type" rather than the contents of the record will help you avoid this. For example, "1992 Home Visits" would be an acceptable entry on the disposal record, however, "Home Visits: John Doe" would not. See sample on next page.

Obtaining authorization from the Head

For record keeping purposes, you can obtain authorization from the Head before destroying records.

Disposing of records safely and securely

Some records containing sensitive personal information should be destroyed on-site, while others may be taken off-site for destruction. Whatever method is used, it is important that proper steps be taken to ensure that personal information on all storage media (paper, electronic and video) cannot later be used or reconstructed.

Paper records containing personal information should be shredded, not simply thrown out with regular garbage or general records.

For electronic records, care must be taken because utility programs can be used to reconstruct the deleted information. Furthermore, erasing or reformatting computer disks or personal computers with hard drives that once contained personal information is not enough. Using a utility such as Norton Utilities, PC Tools, or a recent version of the operating system will remove all data from the medium so that it cannot be reconstructed.

Similarly, video tapes containing personal information should be physically destroyed — not thrown out with the regular garbage. Overwriting a video tape that contains personal information with non-personal information will remove the previous images, but this should be done on the premises by authorized staff. For more information, please refer to *IPC Practices, Number 10 — Video Surveillance: The Privacy Implications.*

Finally, when records are destroyed by an outside agency, the privacy provisions of the *Acts* should be observed. It is a good idea to have a formally signed contract or agreement outlining these provisions and addressing the need for security, confidentiality, and the disposal method that will be used.

Retaining records of historic value

While some records containing personal information have only temporary value and may be destroyed after the retention period has expired, others should be preserved or archived for future generations.

You may wish to consult other sources, such as *RIM* (Recorded Information Management). These fact sheets published by the Archives of Ontario provide tips on good records-management practices that can help you determine how to deal with maintaining records of historic value. These are available from the office of the Archives of Ontario, 6th Floor, 77 Grenville Street, Toronto, Ontario, M5S 1B3, (416) 327-1600.

Ensuring employee awareness and training

Staff should understand the importance of and the best ways to safely and securely dispose of records. Establishing training and awareness sessions about the handling and use of personal information, including privacy and disposal, is a good start.

Conclusion

It is to the advantage of every government organization to ensure that personal information is protected during the disposal process. Once an individual's privacy is lost, there is no recovering it. Inadvertent disclosures of personal information can lead to public embarrassment for the organization, as well as costly investigations and other consequences that could have been avoided. The Information and Privacy Commissioner/Ontario hopes that you will be able to use the suggestions outlined in this *IPC Practices* as a framework for enhancing or developing your own disposal policies and procedures.

INFORMATION
AND PRIVACY
COMMISSIONER/
ONTARIO

SAMPLE DISPOSAL RECORD

WR Organization
Disposal Record

Department: *Administration — Facilities Unit*

Date Completed: *December 15, 1996*
Completed By: *John Doe*

Records Schedule Cross-Reference	Particulars (Do not include Personal Information)	Transferred to Archives		Date	Manner of Disposal	
HR - 123	*HR Files - A to Z (1989–1992)* *Resumes, interviews, references, evaluations, notes.*	Y	✓*N*	Nov 15 '96	✓ Shredded Erased	Incinerated Re-recorded
SEC - 684	*Video Tapes of Main Entrance and Loading Dock* (Feb 1995–Sept 1996)	Y	✓N	Dec 1 '96	Shredded Erased	Incinerated ✓Re-recorded
INS - A - 876	*Health Inspection Reports - Facilities (1993–1994)* *Written reports and computer printouts.*	Y	✓N	Dec 5 '96	✓ Shredded Erased	Incinerated Re-recorded
TREAS - AP/AR	*Correspondence re: Payables, Receivables and letters of notice. Paper Files (1993–1994)*	Y	✓N	Dec 5 '96	✓ Shredded Erased	Incinerated Re-recorded
TREAS - AP/AR	*Correspondence re: Payables and Receivables and letters of notice. Computer Disks and Backups (1993–1994)*	Y	✓N	Dec 15 '96	Shredded ✓ Erased	Incinerated Re-recorded

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APPENDIX "C"

DESIGNATED OFFICIALS

"C-1"
MMAH DESIGNATED OFFICIAL

Director, Housing Programs Branch
Ministry of Municipal Affairs and Housing
777 Bay St, 14th Floor
Toronto ON M7A 2J3
Telephone: 416-585-7021

"C-2"
SERVICE MANAGER DESIGNATED OFFICIAL

Evelina Skalski
300 Dufferin Avenue
PO Box 5035
London ON N6A 4L9
eskalski@london.ca
Fax: 519-661-4892
Telephone: 519-661-2489 ext. 5590

"C-3"
MOF DESIGNATED OFFICIAL

Director
Account Management and Collections Branch
33 King St. W., 6th Floor
Oshawa, ON L1H 8H5

APPENDIX "D"

OFFICIALS WHO ARE AUTHORIZED TO ACCESS PERSONAL INFORMATION

"D-1"
MMAH OFFICIALS

1. Persons working in the Housing Programs Branch, the Transfer Payment Accountability Branch, the relevant Municipal Services Office and in the Assistant Deputy Minister's Office.

"D-2"
SERVICE MANAGER OFFICIALS

1. Persons working in the City of London's Housing Services division.

"D-3"
MOF OFFICIALS

1. Persons working in the Account Management and Collections Branch of the Tax Compliance and Benefits Division.

APPENDIX "E"

STATUTORY AUTHORITIES

1. Order in Council O.C. 1157/2018 and subsection 4(2) of the *Ministry of Municipal Affairs and Housing Act* authorizes the Minister of Municipal Affairs and Housing to take such measures as he or she considers appropriate to implement any housing policy or program, including entering into any agreements for such purpose with any person.

2. Section 13(1) of the *Housing Services Act, 2011* ("HSA") provides that a service manager may establish, administer and fund housing and homelessness programs and services.

3. Section 31 of MFIPPA allows the Service Manager to disclose PI to MMAH with the consent of the applicant about whom the information relates, or for the purpose for which it was obtained or compiled or for a consistent purpose.

4. Section 42(1) of FIPPA allows MMAH to provide PI to MOF and the Service Manager, with the consent of the applicant about whom the information relates, or for the purpose for which it was obtained or compiled or for a consistent purpose.

5. Section 39(1) of FIPPA and section 29(1) of MFIPPA respectively allow MOF to collect the PI indirectly from MMAH, and allow the Service Manager to collect the PI indirectly from MMAH, in each case, with the consent of the applicant about whom the information relates.

6. MOF on behalf of MMAH will obtain from all Applicants signed consents:

    (i) permitting MOF on behalf of MMAH to disclose PI contained in and accompanying the Application Form to MMAH, ServiceOntario, the Canada Revenue Agency (CRA) and the Applicant's Service Manager for the purpose of administering the Program and permitting the collection, use, and sharing of this PI by these parties; and

    (ii) permitting the Applicant's Service Manager to disclose PI under its custody and control including information that it compiles (including income information) to MOF, MMAH, and/or ServiceOntario for use in connection with administering the Program and permitting the collection, use and sharing of this PI (other than tax information) by these parties.

7. Order in Council 1150/2018 assigns the responsibility for the administration of the *Ministry of Revenue Act* to the Ministry of Finance;

8. Subsection 11(1) of the *Ministry of Revenue Act* (the "MOR Act") authorizes the minister to enter into agreements and provide services to another Ontario Ministry or any public body for the administration of a government assistance program;

9. MMAH and MOF are parties to a Memorandum of Understanding effective April 1, 2018, as amended, under which MOF will provide services to MMAH to assist MMAH in the administration of the Program.

10. Subsection 11(4) of the MOR Act authorizes an employee of the other Ministry or public body to disclose to an employee of MOF such information as MOF may require, and authorizes an employee of MOF to disclose to an employee of the other Ministry or public body any information to which the employee of MOF has access that relates to an individual seeking or receiving assistance under the program;

11. Subsection 11(6) of the MOR Act requires that the information received be collected, used and disclosed:

    (a) in the case of MOF, only for the purposes related to the provision of the services; and

    (b) in the case of the other Ministry or public body, only for purposes related to the provision of a government assistance program.

12. The HSA permits a Service Manager to enter into an agreement with an Ontario ministry for the collection, use and disclosure of information and may disclose personal information collected for the purpose of administering the HSA (e.g. special priority category status) to that ministry if the disclosure is made in accordance with the agreement and the ministry agrees to use the information only for the administration of a social benefit program. The Service Manager may also collect personal information from the ministry if the collection is made in accordance with the agreement.

SCHEDULE “H”

COMMUNICATIONS PROTOCOL REQUIREMENTS

CMHC – ONTARIO

BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY

SCHEDULE E: COMMUNICATIONS PROTOCOL
(Agreement subparagraph 7.11)

1. Purpose

1.1 This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Project proponents, with respect to Communications Activities related to Projects.

1.2 This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

1.3 The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects and Recipients receiving funding or benefits under this Agreement.

1.4 This Communications Protocol applies to Initiatives under Schedule B to this Agreement and for greater certainty does not apply to Federal NHS Programs under Schedule G to this Agreement.

2. Guiding Principles

2.1 For the purposes of this Agreement, "Communications Activity" or "Communications Activities" means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement, and includes "Joint Communications".

2.2 Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of investments made in housing and that they receive consistent information about funded Projects and their benefits.

2.3 MHO is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Project proponents and for ensuring their compliance.

2.4 Communications Activities under this Agreement shall refer to equally and give equal prominence and priority to Canada, including CMHC and Ontario, including MHO. In addition, at the request of MHO, recognition for Municipal Funding and funding by Indigenous governments directly to Projects and Recipients may also be included in a manner agreed to by the Parties. This paragraph applies to all relevant provisions of this Agreement.

3. Joint Communications

3.1 For the purposes of this Agreement, "Joint Communications" means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Ontario and, where applicable, the Project proponent, and are not operational in nature.

3.2 Canada, MHO and Project proponents will have Joint Communications about the funding for the Project(s).

3.3 Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of all Parties and the Project proponent.

3.4 All Joint Communications material will be approved by the Parties prior to release and will recognize both Parties in accordance with this Schedule E.

3.5 The announcement or publication of Projects and Project lists, as well as announcements of any additional Projects, must be approved by the Parties prior to the announcement, except as otherwise set out in this Agreement.

3.6 Each of the Parties or the Project proponent may request Joint Communications. The requestor will provide at least 15 business days' notice to the other Party or the Project proponent. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

3.7 The requestor of the Joint Communications will provide the opportunity for the other Party or the Project proponent to choose to participate and choose their own designated representative (in the case of an event).

3.8 Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos.

3.9 The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

4. Individual Communications

4.1 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to communicate information to Canadians about the Agreement and the use of funds to meet their respective legislated and regulatory obligations through their respective Communications Activities, with prior notice.

4.2 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to identify projects receiving $1 million or more of funding for the purposes of reporting publicly. For clarity, other activities, including Project-level news releases and public events, are still subject to Section 3.

4.3 Each Party may include general program messaging and additional Communications Activities of Projects already announced in their own Communications Activities.

4.4 Each Party or the Project proponent may do their own Communications Activity if the Communications Activity is not related to funding under this Agreement.

5. Operational Communications

5.1 MHO and the Project proponent are solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices..

6. Media Relations

6.1 Canada and MHO will share information within one (1) business day with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

7. Signage

7.1 If one or all the Parties and/or Project proponent wishes to install a sign recognizing their contribution to the Project, Project proponent must produce and install a sign to recognize the contribution of all Parties. Signage must be produced in accordance with current federal signage guidelines unless agreed otherwise by Canada. The federal sign design, content, and installation guidelines will be provided by Canada.

7.2 Where the Project proponent decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize CMHC and Ontario and be approved by Canada and MHO.

7.3 If erected, signage recognizing CMHC and MHO will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.

7.4 If erected, signage will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. Costs

8.1 Costs associated with the development and production of signage and joint public announcements are eligible costs under this Agreement as established by both Parties.

9. Communicating With Project Proponents and Others

9.1 MHO agrees to facilitate, as required, communications between Canada and the Project proponent for Communications Activities.

9.2 MHO agrees to provide annual letters or other communication satisfactory to CMHC to households in Projects which benefited from the Canada Community Housing Initiative funding, recognizing CMHC and provincial and municipal's contribution in accordance with 2.4 of this Schedule E.

10. Advertising Campaigns

10.1 Recognizing that advertising can be an effective means of communicating with the public, Canada and MHO may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects, unless agreed otherwise. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Project proponent will inform the other Parties or Project proponents of its intention no less than twenty-one (21) working days prior to the campaign launch.