

Bill No. 279  
2013

By-law No. A.- \_\_\_\_\_

A By-law to authorize and approve a Purchase of Service Agreement with Addiction Services of Thames Valley under the Ontario Works Addiction Services Initiative

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 sections 9 and 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

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

1. The Purchase of Service Agreement to be entered into between The Corporation of the City of London and Addiction Services of Thames Valley (attached as Schedule 1 to this by-law), to provide certain social services to clients under the Ontario Works Addiction Services Initiative, is hereby authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Purchase of Service Agreement approved under section 1 above.
3. The City Manager, or his or her written designate, is hereby delegated the authority to act as the City Representative pursuant to the terms of the Purchase of Service Agreement authorized in Section 1 above, and is authorized to approve such further and other documents that may be required in furtherance of the Purchase of Service Agreement and that are consistent with the requirements contained in the agreement, and that do not require additional funding or are provided for in the City's current budget.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2013.

Joe Fontana  
Mayor

Catharine Saunders  
City Clerk

First reading – June 25, 2013  
Second reading – June 25, 2013  
Third reading – June 25, 2013

## SCHEDULE 1

### PURCHASE OF SERVICE AGREEMENT FOR ADDICTION SERVICES

**THIS AGREEMENT** with effect as of the 1<sup>st</sup> day of **July, 2013**,

BETWEEN:

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

AND

**ADDICTION SERVICES OF THAMES VALLEY**  
(hereinafter referred to as the "Service Provider")

**WHEREAS** the City has been designated as a delivery agent pursuant to the *Ministry of Community and Social Services Act*, R.S.O. 1990, c.M.20, as amended and the regulations thereunder, and having the responsibility for administering the Ontario Works Addiction Services Initiative in the City of London and County of Middlesex, has authority to enter into this Agreement with the Service Provider for the provision of certain social services;

**AND WHEREAS** the Service Provider has agreed to provide certain social services to clients under the Ontario Works Addiction Services Initiative;

**AND WHEREAS** the Service Provider is a duly incorporated company;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

#### 1. PROGRAM

- (a) The Service Provider agrees to provide services in accordance with the Program Description, and as set out in **Schedule "1"** ("Services") attached hereto; and
- (b) The Parties acknowledge that the description of Services as set out in Schedule 1 is general in nature and that the City shall at all times have the right to specify the precise services that the Service Provider is to perform pursuant thereto; the method of provision of such services; and any other matter as may be required by the City to ensure that the services are provided in accordance with the general intent, requirements and spirit of the Programs. The description of Services may be amended from time to time on the prior written mutual consent of the individual authorized to represent the City ("City Representative") and the Service Provider.

#### 2. CONSIDERATION:

- (a) In consideration of the Services, the City will pay to the Service Provider annual sums as follows:

July 1 to June 30 of the following year:        \$225,038

as compensation in full for the Services provided by the Service Provider. The said annual sum shall be remitted to the Service Provider in advance in four equal quarterly payments. Any applicable taxes (including HST) shall be deemed to have been included within the said sum and shall not be an additional charge.

At the sole discretion of the City Representative, and subject to the City receiving further funding from the Province for same, the City Representative may increase

annual sum payments to the Service Provider for each annual term to a maximum of 3% of the annual sum.

Any monies so paid shall be utilized by the Service Provider only in accordance with this Agreement.

- (b) In the event the Service Provider does not achieve its target levels, or does not spend monies advanced by the City for the approved Services, the Service Provider shall refund such amounts as may be determined by the City from time to time, and the City may withhold any payment due until the Service Provider has remedied its failure.
- (c) The City reserves the right to demand interest on any amount owing by the Service Provider at the then current rate charged by the Province of Ontario on accounts receivable.
- (d) The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be materially amended so as to require an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the written consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

### **3. CONSULTATION**

The Service Provider agrees that the staff providing Services pursuant to this Agreement will be available for consultation with City staff as may be required by the City acting reasonably.

### **4. INSPECTION**

The Service Provider shall permit City staff, or such other representatives or delegates as may be appointed by the City, to enter at reasonable times any premises used by the Service Provider in connection with the provision of Services and retention of records pursuant to this Agreement to:

- (a) observe and evaluate the Services; and,
- (b) inspect all records relating to the Services provided pursuant to this Agreement.

### **5. PROGRAM RECORDS AND REPORTS**

- (a) The Service Provider shall maintain program records and prepare and submit to the City monthly reports and a comprehensive annual report, or at any other time upon reasonable request, respecting the Services being provided pursuant to this Agreement. The reports shall contain such information and be in such form as the City may require from time to time.
- (b) All program records shall be maintained in confidence and retained in secure storage for seven (7) years. In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Services provided for under this Agreement without the consent of the City.
- (c) The Service Provider shall provide such further information and reports to the City as it may require to monitor and to evaluate the provision of Services herein.

### **6. FINANCIAL RECORDS AND REPORTS**

- (a) The Service Provider shall maintain books, documents, vouchers, records and books of account respecting Services provided pursuant to this Agreement and shall allow City staff, or such other persons as may be appointed by the City, to inspect and audit such books, documents, vouchers, records and books of

account at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination. Financial records shall be in accordance with accepted accounting procedures and practices.

- (b) The Service Provider shall, unless the City in writing states otherwise, submit to the City an audited financial statement and reconciliation report with respect to the Services provided pursuant to this Agreement. The cost of preparing the statement and report shall be borne by the Service Provider.
- (c) The Service Provider shall retain the books, documents, vouchers, records and books of account referred to in this section for a period of at least seven (7) years from the end of the fiscal period to which they relate and for such additional period as the City may require as they may relate to specific matters, provided that the Service Provider may satisfy this requirement for retention beyond the seven (7) year period by delivering possession of the relevant books, documents, vouchers, records and books of account to the City.
- (d) The Service Provider shall prepare and submit to the City quarterly reports within thirty (30) days after the end of each quarter, and at any other time upon request by the City, a financial report in such form and containing such information as the City may require.

## **7. INDEMNIFICATION:**

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

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

## **8. INSURANCE**

- (a) Throughout the term of this Agreement, the Service Provider shall maintain comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective

products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Service Provider shall submit on an annual basis, in advance of expiry, a completed Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

- (b) In addition, the Service Provider shall furnish the City with a comprehensive Blanket Position Policy or similar fidelity bond in the amount of \$250,000. The City shall be shown on the Policy as a named Obligee ATIMA, with respect to incidents arising from work performed under this Agreement.
- (c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- (d) The Service Provider shall ensure that any employee or any person for whom the service provider is at law responsible utilizing an automobile in the provision of Services under this Agreement insure and maintain against legal liability for bodily injury and property damage caused by automobiles owned or leased by the employee, the Service Provider, or any person for whom the service provider is at law responsible. Such insurance shall be subject to an inclusive limit of not less than Two Million (\$2,000,000.00) dollars. The Service Provider shall provide the City with evidence of statutory automobile insurance for owned vehicles.
- (e) The Service Provider shall maintain for inspection by the City as may be required, copies of the required Fire and Health Certification and verification of annual inspections.

## **9. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- (a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "2"** attached hereto and forming part of this Agreement.
- (b) When collecting Personal Information under this Agreement, the Service Provider shall use only the forms approved by the City for that purpose.

## **10. HUMAN RIGHTS CODE**

It is a condition of this Agreement and the Parties shall make it a condition of every agreement entered into which arises out of this Agreement, that no right under the *Human Rights Code* will be infringed upon.

## **11. OBSERVANCE OF THE LAW**

The Parties agree that they and their respective directors, officers, employees, agents, volunteers and representatives, shall at all times comply with all Federal, Provincial and Municipal laws, by-laws, statutes, rules, regulations and orders governing the performance of this Agreement.

## **12. NOT AN AGREEMENT OF EMPLOYMENT**

- 12.1 The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the Municipality or is in any way entitled to employment benefits of any kind whatsoever from the Municipality whether under

internal policies and programs of the Municipality, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

- 12.2 Notwithstanding paragraph 12.1 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

### **13. STAFF AND METHODS**

The Service Provider shall use current state-of-the-art principles and shall skilfully and completely perform the Services and shall employ only skilled and competent staff who shall be under the supervision of a senior member of the Service Provider staff.

### **14. NON-ASSIGNMENT**

The Service Provider shall not assign this Agreement, or any part hereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or given subject to such terms and conditions as the City may impose.

### **15. FURTHER ASSURANCES**

The Service Provider and the City agree that each of them shall, upon the reasonable request of the other, provide or execute such further documents or assurances necessary to give effect to this Agreement.

### **16. WAIVER**

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

### **17. NOTICES:**

- (a) Any notice in writing required or permitted to be given to the City hereunder shall be sufficiently given if delivered or sent by fax or mailed by registered mail addressed to:

City Clerk  
The Corporation of the City of London  
300 Dufferin Avenue  
LONDON, ON N6A 4L9

Any notice in writing required or permitted to be given to the Service Provider shall be sufficiently given if delivered or sent by fax or mailed by registered mail addressed to:

Executive Director  
Addiction Services of Thames Valley  
Suite 200-256 Pall Mall Street  
LONDON, ON N6A 5P6

- (b) Any such notice mailed as aforesaid shall be deemed to be given to the addressee on the second (2<sup>nd</sup>) normal business day (Monday to Friday, excluding statutory holidays) following the date of such mailing. If a mail strike is in progress or there is reasonable prospect of a mail strike, such notice shall be given by fax.
- (c) Any Party may at any time give notice to the other Party of any change of address or fax number of the Party giving such notice and from and after the giving of such notice, the address or fax number therein specified shall be deemed to be the address or fax number of such Party.

**18. DISPOSITION**

The Service Provider shall not sell, change the use or otherwise dispose of any item, furnishing or equipment specifically listed in any Budget Schedule prepared pursuant to this Agreement without the prior written consent of the City, which consent may be withheld at its sole discretion or given subject to such terms and conditions as the City may deem advisable.

**19. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER**

The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
- (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action and on the part of the Service Provider;
- (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
- (e) the Service Provider's facilities are suitable for providing the Services under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Services.

**20. TERM**

- (a) Subject to section 21, the initial term of this Agreement shall be for three years from **July 1<sup>st</sup>, 2013**, to **June 30<sup>th</sup>, 2016**, subject to earlier termination.

RENEWAL OF TERM

- (b) Prior to the expiry of this agreement, the Parties may mutually agree in writing to renew this Agreement for further terms.

**21. DEFAULT AND TERMINATION**

- (a) Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

(i) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

(ii) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**; or

(iii) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and, upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately. Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

(b) Termination Without Default

Despite any other provisions in this Agreement, either party may, at any time and for any reason, terminate this Agreement, effective upon the giving of **ninety (90) days'** prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the City or Service Provider arising from the performance of this Agreement by the Service Provider.

(c) In the event of termination, the Service Provider will refund forthwith to the City any monies advanced by the City and not expended in accordance with the terms of this Agreement.

## 22. SCHEDULES / ENTIRE AGREEMENT

All the terms and conditions of the Schedules hereto are incorporated into this Agreement. This Agreement embodies the entire agreement, and supercedes any other understanding or arrangement, collateral, oral, or otherwise, existing between the Parties at the date of the execution and relating to the subject matter hereof.

## 23. GENERAL

(a) No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

(b) This Agreement shall inure to the benefit of, and be binding upon the Parties and their respective successors, administrators and assigns.

(c) Where the singular or the feminine is used herein, it shall be construed to mean the plural, or the masculine, or the neuter and vice versa, as the context may require.

(d) Whenever used in this Agreement, the word "shall" shall be construed as mandatory, and the word "may" shall be construed as permissive.

(e) The headings appearing in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provisions of this Agreement.

(f) This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada

(g) The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.



**IN WITNESS WHEREOF** the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and the Service Provider has hereunto affixed its corporate seal under the hands of its duly authorized officers in that behalf.

**THE CORPORATION OF THE CITY OF LONDON**

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Joe Fontana, Mayor

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Catharine Saunders, City Clerk

**ADDICTION SERVICES OF THAMES VALLEY**

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Per:  
Name:  
Title:

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Per:  
Name:  
Title:

I/We have authority to bind the Corporation.

**SCHEDULE “1”**  
**Addiction Services of Thames Valley**  
**SERVICES TO BE PROVIDED**

The Service Provider shall perform the following services:

- Act as the lead for the provision of addictions clinical and support services;
- Provide 3 full time equivalent staff positions dedicated to the provision of Services to a range of 45 – 55 cases per full time equivalent position, as a benchmark
- Deliver addictions services in compliance with the Southwest Local Health Integration Network (LHIN);
- Deliver assessment, treatment and relapse prevention services consistent with and as set out in The London CMSM Ontario Works Addiction Services Implementation Proposal dated October 6, 2005;
- Conduct assessments of Ontario Works (“OW”) participants referred to the Service Provider by City staff including assisting participants to identify substance abuse problems; exploring the effect of substance abuse on participants employability; and, determine appropriateness of type and timing of treatment;
- Work collaboratively with City staff and the OW participant to develop and modify the Individual Case Management Plan with respect to screening, addictions assessment and treatment issues;
- Provide appropriate treatment to OW participants via one-to-one and/or group counselling that includes the continuum of addiction and non-addiction treatment services available;
- Share information with City staff regarding related non-addiction treatment issues that arise (e.g. housing, debt counselling);
- Maintain regular contact, respecting confidentiality and privacy protocols, with the designated City staff person regarding the participant’s progress in the treatment process including any identified needs to support the participant in treatment, such as child care, transportation and other needs;
- Provide informal education to City staff regarding the field of addictions and best practices regarding trends, treatment, and other relevant information via mechanisms such ongoing case management discussions and sharing of educational materials;
- Maintain clear and accurate administrative program-related records;
- Implement internal evaluation mechanisms to ensure adherence to service contract responsibilities are achieved;
- Track and report on the agreed-upon data elements; and,
- Provide services for OW participants in London and Middlesex County.

The Service Provider shall also:

- (a) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (b) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the program under this Agreement;

- (c) provide the services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (d) use current state of the art methods and shall skilfully and competently deliver the Addiction Services and shall employ only skilled and competent staff who will be under the supervision and direction of the Service Provider;
- (e) instruct, train and supervise its staff to ensure competent delivery of the services required under this Agreement;
- (f) participate in program evaluation activities at least once annually carried out by the applicable Ministry, or by the City;
- (g) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (h) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Addiction Services it provides under this Agreement, and such advertising shall acknowledge the City's involvement in the Addiction Services;
- (i) obtain prior written approval from the City Representative for any use of the City logo;
- (j) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws;
- (k) ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

**SCHEDULE "2"**  
**Freedom of Information and Protection of Privacy**

1. In this Schedule:

(a) "City Information" means General Information and Personal Information:

- (i) provided by the City to the Service Provider in relation to this Agreement;
- (ii) collected by the Service Provider in relation to this Agreement; or
- (iii) derived by the Service Provider from General Information and Personal Information provided under this Agreement;

(b) "Service Provider Information" means General Information and Personal Information, except City Information, provided by the Service Provider to the City in relation to this Agreement;

(c) "General Information" means recorded information that is not Personal Information; and

(d) "Personal Information" means recorded information about an identifiable individual, including,

- (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
- (iii) any identifying number, symbol or other particular assigned to the individual,
- (iv) the address, telephone number, fingerprints or blood type of the individual,
- (v) the personal opinions or views of the individual except if they relate to another individual,
- (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- (vii) the views or opinions of another individual about the individual, and
- (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:

- (a) the City's written request; or
- (b) the termination or expiry of this Agreement.

3. Except for law enforcement purposes and in accordance with this Agreement, the Service Provider shall, when collecting City Information that is Personal Information:

- (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
- (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
- (c) identify the purpose for which the information is collected to the individual at or before the time of collection.

4. The Service Provider shall retain all City Information in a manner that protects its security and confidentiality for a period of seven (7) years from the date of the expiry or termination of this Agreement.

5. Except:

- (a) with the consent of the individual; or
- (b) for law enforcement purposes and in accordance with this Agreement,

the Service Provider shall not use City Information that is Personal Information for purposes other than that for which it was collected.

6. Except for law enforcement purposes and in accordance with this Agreement, the Service Provider shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The Service Provider shall not destroy any City Information for a period of seven (7) years from the date of the expiry or termination of this Agreement.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
  - (a) any part of or all Service Provider Information; or
  - (b) any part or all of this Agreement.