

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Kevin Dickins, Deputy City Manager, Social and Health Development

**Subject:** Housing Stability Services Purchase of Service Agreement Template

**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on February 14, 2023 to authorize and approve a standard form Housing Stability Services Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Housing Stability Services, to be entered into between The Corporation of the City of London and various Service Providers.

## Executive Summary

Housing Stability Services (HSS) is seeking Council approval to both update The Housing Stability Services Municipal Purchase of Service Agreement template, and to authorize its use as the standard form purchase of service agreement template that is used by HSS to enter into operating agreements with various service providers.

The Municipal Purchase of Service Agreement Template attached as Schedule 1 to the bylaw for Housing Stability Services is intended for use as the new standard template for purchase of service agreements for programs funded through HSS. The agreement template has been updated to accomplish the following:

- Better align contract requirements with changes to provincial and federal funding guidelines;
- include new provisions related to service provider governance and confidentiality; and to
- streamline the administrative work of monitoring and tracking agreements for service providers and City staff by approving its use as the standard form agreement for HSS.

In the past, HSS has used three separate funding agreement templates that corresponded with the appropriate funding stream. Pending approval, the updated purchase of service agreement template will function as the standard form agreement for all operating agreements, regardless of funding stream.

## Linkages to the Corporate Strategic Plan

### 2019-2023 Strategic Plan for the City of London

The City of London identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

### Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is

the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- Multi-Program Ontario Transfer Payment Agreement – Homeless Prevention Program Approval (CPSC: March 29, 2022)
- Reaching Home: Canada's Homelessness Strategy Community Entity – Designated Communities Funding Agreement (CPSC: April 9, 2019)
- Homeless Prevention Municipal Purchase of Service Agreement Template (CPSC: December 3, 2019)

#### 1.2 Overview

Housing Stability Services currently has three Council approved funding agreement templates, each corresponding to a separate funding stream. These templates are used to enter into purchase of service agreements with external service providers.

HSS is seeking approval for the purchase of service agreement template included as Schedule 1 to the attached by-law. Pending approval, the updated template will function as the main agreement template for all approved external operating agreements funded through HSS.

### 2.0 Discussion and Considerations

#### Housing Stability Services Funding

HSS is currently funded through several federal, provincial, and municipal funding streams. In order to implement the actions outlined in the City of London Housing Stability Action Plan (2019-2024), HSS enters into Purchase of Service agreements with various service providers each year to deliver housing stability services for Londoners that are at risk of or experiencing homelessness. Service Providers are procured through The City of London Procurement of Goods and Services Policy.

#### Updates to the HSS Purchase of Service Agreement Template

The updated Purchase of Service Agreement template will function as the main template for HSS operating agreements. The template has also been updated to include the following changes, which will better support HSS outcomes and mitigate risk. Civic Administration has recommended the following updates which have been included in the new agreement template:

- New Section 4.2 Representations, Warranties and Covenants
- New Section 6.9 Governance and Attestation
- New Section 17 No Conflict of Interest
- Updated Eligible Expenditures

### 3.0 Financial Impact/Considerations

There is no financial impact. The Housing Stability Services Municipal Purchase of Service Agreement Template is intended for future approved purchase of service agreements, beginning in April 2023.

## Conclusion

**PREPARED BY:** Kate Green, Manager, Housing Stability Services  
**SUBMITTED BY:** Craig Cooper, Director, Housing Stability Services  
**RECOMMENDED BY:** Kevin Dickins, Deputy City Manager, Social and Health Development

Bill No.  
2022

By-law No. A.-

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

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

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

AND WHEREAS, as service manager under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City has a plan to address homelessness, and may fund homelessness programs;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

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

PASSED in Open Council on

Josh Morgan  
Mayor

Deputy City Clerk

First Reading –  
Second Reading –  
Third Reading –

Appendix A

Schedule 1

[add template here]

## **MUNICIPAL PURCHASE OF SERVICE AGREEMENT**

### **Housing Stability Services Programs - [Name of Program]**

This Agreement is effective as of {month /day /year} (“Effective Date”)

#### **BETWEEN:**

#### **THE CORPORATION OF THE CITY OF LONDON**

(the “City”)

- and -

#### **[NAME OF SERVICE PROVIDER]**

(the “Service Provider”)

#### **RECITALS:**

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

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

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

#### **1. INTERPRETATION**

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

- **“Agreement”** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“City Notification”** means a notice in writing from the City to the Service Provider;
- **“City Representative”** means the individual(s) designated in writing to represent the City;
- **“Description of Services”** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the Parties from time to time;
- **“Eligible Expenditures”** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement;
- **“Event of Default”** has the meaning prescribed to it in Section 9.1;
- **“Force majeure”** has the meaning prescribed to it in Article 14;
- **“Funding”** means the money the City provides to the Service Provider under this agreement, as set out in Schedule A;

- **“Maximum Funds”** means the maximum Funds set out in Schedule “B”
- **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- **“Notice Period”** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **MFIPPA** means the *Municipal Freedom of Information and Protection of Privacy Act*;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down the funded program, as determined by the City.

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

Schedule A – Funding / Budget Items / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – Blanket Position Insurance Policy;

Schedule D – French Language Services, if box checkmarked .

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

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

## **2. Amending The Agreement**

2.1 Except as otherwise provided for in the Agreement, the Agreement may only be amended by a written agreement duly executed by the Parties.

### **New Schedules**

2.2 The City may, at any time, upon consultation with the Service Provider, provide new Schedules A,B, or D.

### **Deemed to be Replaced – New Schedules**

2.3 If the City provides a new schedule in accordance with section 2.2, the new schedule shall be deemed to be either Schedule A (Funding / Budget Items / Eligible Expenditures), Schedule B (Description of Services), Schedule D (French Language Services) as the case may be, (collectively referred to as **“New Schedules”**), for the period of time to which it relates.

### **Termination by Service Provider – New Schedules**

- 2.4 If the Service Provider does not agree with all or any New Schedules, the Service Provider may terminate the Agreement by giving 90 days' Notice of Termination to the City.

### **Consequences of Termination by Service Provider – New Schedules**

- 2.5 If the Service Provider terminates the Agreement pursuant to section 2.4, the City may take one or more of the actions listed in section 8.2.

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

- 3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, [enter specific day/month/year agreement terminates] later (the "Term of the Agreement").

## **4. Services**

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

## **4.2 Representations, Warranties and Covenants**

The Service Provider represents, warrants and covenants that:

(i) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(ii) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;

(iii) it is in compliance with, and will continue to comply, with all federal and provincial laws, regulations, municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, including, but not limited to, the *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act, 2005*, *Human Rights Code*, *Child, Youth and Family Services Act, 2017*, or any successor legislation;

(iv) unless otherwise provided for in this Agreement, any information the Service Provider provided to the City in support of its request for Funding (including information relating to any eligibility requirements) was true and complete at the time the Service Provider provided it and will continue to be true and complete.

## **5. Funding for Carrying out the Program**

- 5.1 The City will:

(a) make a notional allocation of funding for each funding year, and provide the Service Provider up to the Maximum Funds for the purpose of carrying out the Program as set out in Schedule A;

(b) provide the Funding to the Service Provider in accordance with the payment plan attached to the Agreement as set out in Schedule A;

(c) deposit the Funding into an account designated by the Service Provider provided that the account:

(i) resides at a Canadian financial institution; and

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

- 5.2 The Service Provider shall spend Funding received under Section 5.1 as set out in Schedule A.

## **6. Obligations**

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

in joint venture with the City, and the Service Provider's officers, directors, employees, subcontractors and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

#### **6.8 Governance and Attestation.**

The Service Provider represents, warrants, and covenants that it has, and will maintain in writing, and will follow:

- i. a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
- ii. procedures to ensure the ongoing effective functioning of the Service Provider, including but not limited to the presence of a business continuity plan, detailing steps to mitigate downtime and maintain operations from threats (environmental, technological, or otherwise);
- iii. decision-making mechanisms;
- iv. procedures to enable the Service Provider to manage Funding prudently and effectively, including a Service Provider-provided account at a Canadian financial institution in the name of the Service Provider;
- v. procedures to enable the Service Provider to complete each Program successfully;
- vi. procedures to enable the Service Provider to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- vii. procedures to ensure compliance with relevant legislation, including the *Income Tax Act*, *Canadian Human Rights Act*, *Ontario Human Rights Code*, *French Language Services Act*, *R.S.O. 1990, c. F.32*, *Canadian Income Tax Act*, and Accessibility in its own operations and those of its Service Partners as per *Accessibility for Ontarians with Disabilities Act, 2005*, or any successor legislation;
- viii. procedures to ensure compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
- ix. an established system of internal corporate controls for assurance purposes as per the COSO framework or equivalent;
- x. procedures to enable the preparation and delivery of all Reports required pursuant to the Agreement; and
- xi. procedures to enable the Service Provider to deal with such other matters as the Service Provider considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

**Supporting Proof.** Upon request, the Service Provider will provide the City with proof of the matters referred to in this section.

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

- 7.1 The Service Provider agrees to collect data as described in Schedule B.
- 7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.

#### **8. Termination on Notice**

- 8.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice to the Service Provider. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice to the City.

- 8.2 **Consequences of Termination on Notice.** If either the City or Service Provider terminates the Agreement pursuant to section 8.1 or section 2.4, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funding;
- (b) demand from the Service Provider the payment of any Funding remaining in the possession or under the control of the Service Provider; and

- (c) determine the reasonable costs for the Service Provider to wind down the Program, and the City may do either or both of the following:
  - (i) permit the Service Provider to offset such costs against the amount the Service Provider owes pursuant to Section 8.2(b); and
  - (ii) provide Funding to the Service Provider to cover such costs.

8.3 If the Service Provider wishes to terminate the Agreement pursuant to 8.1 or section 2.4, it shall provide written notice to the City in the form of a Board resolution or by-law.

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

9.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) Deliver services that address program outcomes;
  - (ii) Collect data as required;
  - (iii) Provide reports as required;
  - (iv) Use or spend the Funding as authorized in this Agreement and in Schedule A;
- (b) an event of Force Majeure that continues for a period of sixty (60) days or more.

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

- (a) provide the Service Provider an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funding for such period as the City determines appropriate;
- (c) reduce the amount of Funding;
- (d) reallocate Funding;
- (e) cancel all further Funding;
- (f) demand the repayment of any Funding;
- (g) terminate the Agreement, upon giving Notice to the Service Provider.

9.3 If, in accordance with Section 9.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:

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

9.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 9.2(a), and:

- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;

- (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,

the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 9.2 (b), (c), (d), (e), (f), or (g).

9.5 Termination under this Article shall take effect as set out in the Notice.

## 10. French Language Services

10.1 If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees, as per Schedule D of this Agreement, that the Service Provider shall:

- (b) ensure services are provided in French; and,
- (c) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the program are available in French.

## 11. No Delegation of Authority to Bind the City

11.1 Nothing in this section or in this Agreement authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

## 12. Notice

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

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

- (i) in the case of notice to the City:

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

Email: [homelessprevention@london.ca](mailto:homelessprevention@london.ca)

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

[enter Service Provider address]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day.

Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

### **13. INSURANCE AND INDEMNITY**

#### **13.1 Insurance**

Throughout the term of this Agreement, the Service Provider shall maintain commercial General Liability Insurance on an occurrence basis for an amount of not less than five million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

#### **Indemnification**

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

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

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

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

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

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

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

- 14.2 Force Majeure includes:

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

if such events meet the test set out in Section 14.1.

- 14.3 Force Majeure shall not include:

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

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

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

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

- 15.2 The City reserves the right to conduct operational reviews on forty-eight (48) hours' prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of this agreement. The Service Provider shall give the City, City Representatives and/or other persons authorized by the City free

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

## **16. General**

### **16.1 Services to Vulnerable Populations**

a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.

b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

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

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

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

16.5 The Service Provider represents and warrants that it shall:

(a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City;

(b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and

(c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City.

16.6 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary budgetary appropriations from Municipal Council, and where applicable from the Federal Parliament or Provincial Legislature. The City shall not have any liability in the event the respective budgetary appropriations are insufficient to meet the Funding obligations of the City.

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

16.8 No member of:

- (a) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities; or
- (b) where applicable, the House of Commons, Senate of Canada, Legislative Assembly of Ontario;

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

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

The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 16.19 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.20 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.21 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.20 restricting the Service Provider's ability to assign this Agreement.
- 16.22 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.23 The provisions in sections 5.2; 8.2; 9.2(c), (d), (e), (f); and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Insurance and Indemnity), 15 (Audits and Reviews), and 16 (General) except for section 16.20 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

**17. No Conflict of Interest**

- 17.1 The Service Provider will carry out the Program and use the Funds without an actual, potential or perceived conflict of interest. A conflict of interest includes any circumstances where, in respect of each Program, the Service Provider or any person who has the capacity to influence the Service Provider's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Provider's objective, unbiased and impartial judgment relating to the Program, the use of Funds, or both. The Service Provider will disclose to the City all actual, potential or perceived conflicts of interest, and comply with any terms and conditions that the City may prescribe as a result of the disclosure.

**18. Prior Agreements**

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

**19. Execution of Agreement**

- 19.1 The Service Provider represents and warrants that it has:
  - (a) the full power and authority to enter into the Agreement; and
  - (b) taken all necessary actions to authorize the execution of the Agreement.

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

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

Per:

Name: \_\_\_\_\_

Title: Deputy City Manager, Social and Health Development

Date:

**[ENTER NAME OF SERVICE PROVIDER]**

\*Per:

Print  
Name:  
Title:

Date:  
\*I/We have the authority to bind the Service  
Provider.

\*Per:

Print  
Name:  
Title:

\*I/We have the authority to bind the Service  
Provider.

**Schedule A (Municipal)**

**[NAME OF SERVICE PROVIDER]**

**Funding / Budget / Eligible Expenditures**

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

**1. Payment**

The Service Provider will receive payment in [insert number of] installments by the following dates:

1. [Date] in the amount of \$[enter amount].
2. [Date] in the amount of \$[enter amount].

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

**2. Funding**

**2.1 Financial Reporting**

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

Audited Financial Statements are due for all programs [enter date or timeline].

<b>Financial Reporting Period</b>	<b>Report Due Date</b>
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]

### 2.3 Eligible / Ineligible Expenditures

The following lists eligible expenditures under this agreement:

(Check boxes as applicable:)

- Reaching Home Directives;
- HPP Guidelines;
- [Insert other applicable Provincial / Federal Directive, Guideline, Policy]

The following list of eligible expenditures is applicable unless specifically provided for in an applicable Directive, Guideline or Policy check-marked above:

#### Staff

- salaries and benefits of staff who deliver direct client services.

#### Staff Costs

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

#### Office and Program Supplies

- office supplies
- specialized program supplies and materials

Administration (total administration costs are not to exceed [enter percentage] per cent of the allocation)

- Staff that do not directly deliver services to clients
  - Salaries, wages and benefits for administrative staff and back-office functions, such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions
  - Administrative costs associated with planning, managing and evaluating homelessness supports and services
  - Professional development and staff training
- General office expenses
  - Utilities, information technology, phone/internet, postage/courier, office supplies, and cleaning
- Professional services:
  - Contracting for services such as bookkeeping, consulting, communications, translation, legal fees, and audit costs

#### Other

- operating expenses including utilities and food
- annual audited statement
- translation and interpretation services
- HST should be included in all budget expenses, not as a separate item in this category
- Expenses related to responding to the Covid19 pandemic, such as (but not limited to): purchasing personal hygiene products, cleaning, sanitation supplies, providing access to clinical, health and treatment services for individuals experiencing COVID-19 symptoms, physical barriers to increase social distancing
- Capital expenditures only if approved in writing by the City

#### Ineligible Expenditures

The following lists ineligible expenditures under this agreement:

- therapeutic and medical treatment covered by provincial/territorial medical and insurance plans
- capital expenditures (unless approved in writing by the City), which include:

- new construction and/or conversions of buildings
- major repairs and renovations
- retrofits
- buying land
- purchasing buildings
- the construction, repair and renovation of new and existing social and affordable housing
- services that do not directly support people who are homeless or at-risk of homelessness
- alcoholic beverages
- administration costs not associated with the program activities outlined in this agreement

### **3. Budget**

[Insert budget] Program budget is subject to final approval by The City of London.

#### **[History of Schedule Replacements:**

-Schedule Replacement #1 [insert date of first Schedule replacement ]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

## Schedule B

### SERVICE PROVIDER

#### Description of Services

##### 1. Description of Services

[Enter program description]

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

The Service Provider agrees to use the shared installation of HIFIS as their information system as directed by the shared policies and practices of the London Homeless Prevention Network, and to ensure participant information is current wherever possible. The Service Provider agrees to use HIFIS for the disclosure of information to other homeless serving organizations in the Network, subject to the consent of the participant.

[Enter any additional data collection requirements]

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

##### 3. Outreach Outcomes and Targets

The Homelessness Prevention Program has established three key goals:

1. Prevent homelessness: People at risk of homelessness remain housed and have connections to support services.
2. Address homelessness: People who are homeless and chronically homeless obtain and retain housing and support services.
3. Reduce chronic homelessness: Reduction in chronic homelessness.

[Enter any additional outcomes and targets]

Further outcomes and targets may be provided by the City, Housing Stability Services throughout the contract term.

##### 4. Critical Incident Reporting

Critical incidents are generally considered to include:

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

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

[History of Schedule Replacements:

-Schedule Replacement #1 [insert date of first Schedule replacement ]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

**SCHEDULE C**

**BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND**

If the service provider receives advanced funding greater than Ten Thousand Dollars (\$10,000) they shall furnish the City with Crime, Employee Dishonesty Insurance or Bond A policy or equivalent Fidelity Bond in an amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

Amount of Funding	Minimum Crime Insurance Limit
Less than \$30,000	\$5,000
\$30,001 - \$100,000	\$25,000
Greater than \$100,000	\$100,000



**Certificate of Insurance - Standard**

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

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

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

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

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

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

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

**The Corporation of the City of London**  
**Attention: Risk Management Division**  
 Office location: 520 Wellington Street, Unit 1  
 Mailing address: P O Box 5035  
 London, ON N6A 4L9  
 Fax: 519 661-4631  
 E-mail: certificates@london.ca

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$
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*Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.*

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

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.	
Name of insurance company or broker (completing form)	Telephone number
Address	Fax number
Name of authorized representative or official (Please print.)	E-mail address
Signature of authorized representative or official	Date (YYYY-MM-DD)



**SCHEDULE D**

**FRENCH LANGUAGE SERVICES**

**FRENCH LANGUAGES SERVICES REPORT**

Please complete and submit this report at the time of signing the Service Agreement.

Service Provider:

Service Provider Address: \_\_\_\_\_

Service Provider Contact: \_\_\_\_\_

Name:

Number:

Email:

This report is to confirm that as of \_\_\_\_\_ (date agreement commences), the \_\_\_\_\_ (Service Provider name) will be providing services under the City of London Purchase of Service Agreement and has an office in an area designated under the *French Language Services Act* ("FLSA").

The \_\_\_\_\_ (Service Provider name) confirms that as of \_\_\_\_\_ (date of contract execution) it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Payments under this Agreement.

I declare that the above information is true and complete.

Service Provider Signature \_\_\_\_\_

Name:

Title:

I have the authority to bind the \_\_\_\_\_ (Service Provider name)

Dated at \_\_\_\_\_ (Service Provider name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

As a Service Provider that will be providing services under the City of London Purchase of Service Agreement and having locations located in or serving an area designated under the *French Language Services Act*, please complete the section below.

**Service Provider Name:** \_\_\_\_\_

**Name of Designated Area(s):** \_\_\_\_\_

**Description of Services**

Please select all items that apply to the services you will be providing under the City of London Purchase of Service Agreement in a location that is located in or services a designated area.

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

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

**[History of Schedule Replacements:**

-Schedule Replacement #1 [insert date of first Schedule replacement ]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]