

Bill No. 3
2012

By-law No. A.-

A By-law to authorize and approve a Contribution Agreement with Unity Project for Relief of Homelessness in London under the London CARES program for Housing Stability; to delegate to the Executive Director certain authority under the Agreement; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

AND WHEREAS the City issued a Request for Proposal RFP 11-40 regarding London CARES Housing Stability Component;

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

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

PASSED in Open Council on December 6, 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First Reading – December 6, 2011
Second Reading – December 6, 2011
Third Reading – December 6, 2011

SCHEDULE 1

**London Community Addictions Response Strategy – London CAREs
CONTRIBUTION AGREEMENT – HOUSING STABILITY**

BETWEEN:

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

AND:

UNITY PROJECT FOR RELIEF OF HOMELESSNESS IN LONDON
(herein referred to as the "Recipient")

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

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

AND WHEREAS City Council accepted the proposal submission from the Unity Project for Relief of Homelessness in London regarding RFP 11-40 “London CAREs Housing Stability Component” at the allocated annual funding of: 2011 \$66,700; 2012 \$338,157 + \$57,960.50 (subject to available federal funding) and 2013 \$339,307 + \$57,960.50 (subject to available federal funding) HST included, based on a twenty-five month contract;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

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

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

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

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

Table of Contents

1. **Definitions**
2. **Documents Constituting this Contribution Agreement**
3. **Project**
4. **Effective Date and Term**
5. **Funding**
6. **Diligence**
7. **Funding** (subject to budget approval)
8. **Funding Changes**
9. **General Accounting Practices and Principles**
10. **Use of Funds**
11. **Surplus and Overpayments**
12. **Refund**
13. **Budget and Financial Reports**
14. **Records and Audit**
15. **Access to Staff, Records and Premises**
16. **Evaluation**
17. **Default**
18. **Assets**
19. **Acknowledgement of Funding and Disclaimer**
20. **Liability**
21. **Reserved**
22. **Conflict of Interest**
23. **Intellectual Property Rights**
24. **Confidentiality**
25. **Indemnification**
26. **Insurance**
27. **Assignment**
28. **Successors**
29. **Breach or Nonfulfillment**
30. **Laws of Interpretation**
31. **Dispute Resolution**
32. **Amending or Terminating the Contribution Agreement**
33. **Entire Contribution Agreement**
34. **Obligations Surviving Termination**
35. **Notice**
36. **Representatives/Signatories**

1. Definitions

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

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

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

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

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

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

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

“Program/Initiative” means the Program or Initiative called **London CARES**.

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

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

TERMS OF AGREEMENT

2. Documents Constituting this Contribution Agreement

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

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

3. Project

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

START Guide

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

4. Effective Date and Term

This Contribution Agreement will commence on the later of:

- 4.1 the date of signature of all parties; or
- 4.2 December 6, 2011

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

Renewals

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

5. Funding

5.1 Subject to the terms of this Contribution Agreement, the City agrees to make funding payments to the Recipient in an amount to be determined by the City and towards eligible expenses, to carry out the Project, dependent upon the budget approval for funds by the City's municipal Council for the fiscal year in which the payment is to be made for the London CARES Program. The maximum amount of funding for the term of this agreement is set out in **Appendix B**.

5.2 The payments shall be made as follows:

- 1) (a) an initial advance equal to the estimated cash flow requirements of the Recipient, for the first year of the Contribution Agreement (December 6, 2011 to December 31, 2011), payable within fifteen (15) calendar days of the signing of this Contribution Agreement;
- (b) subsequent payments shall be made **semi-annually** upon receipt and verification by the City of the Expenditure Budget Status Report set out in **Appendix C** submitted by the Recipient; and
- (c) payments shall be subject to adjustments based on the accounting for the previous payments and reports received.
- 2) The City may withhold up to **FORTY THOUSAND dollars (\$40,000.00)** from the final payment. This holdback will be released following receipt and verification of:
 - (a) the Recipient's final duly completed Expenditures Budget Status Report and such other reports as the Recipient is required to submit pursuant to the Reporting Plan (**Appendix C**), as well as any audit report required by the City; or
 - (b) such other documentation and information that the City may, at its sole discretion, request from the Recipient.

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

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

6. Diligence

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

7. Funding (subject to budget approval)

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

8. Funding Changes

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

- 8.1 The Executive Director may reduce or terminate funding under this Contribution Agreement in response to the Council for the City reducing or terminating funding under the City's annual Budget, or a re-structuring or re-ordering of the mandate and responsibilities that impacts on the Program/Initiative under which the Contribution Agreement is made.
- 8.2 If the funding for a Program/Initiative is reduced as a result of a decision or occurrence mentioned in 8.1, the amount remaining unpaid under this Contribution Agreement may be reduced, as of the date the reduction takes effect, by a percentage equal to the percentage of the reduction.
- 8.3 If a Program/Initiative or its funding is terminated as a result of a decision mentioned in 8.1, funding under this Contribution Agreement will be terminated as of the date the funding termination comes into effect.
- 8.4 In the event of a funding reduction or termination, the Executive Director shall give notice in writing to the Recipient of the relevant decision and its impact on the Contribution Agreement, as early as possible.

9. General Accounting Practices and Principles

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

10. Use of funds

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

11. Surplus and Overpayments

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

12. Refund

- 12.1 The Recipient shall repay to the City any and all disallowed expenditures and overpayments made under this Contribution Agreement. In the event that any such excess arising from this Contribution Agreement is not promptly refunded, the City may deduct the identified amount from any further amounts due to the Recipient.
- 12.2 The Recipient shall refund to the City:

- (a) within fifteen (15) calendar days of the termination or expiry of this Contribution Agreement, any funds advanced to the Recipient and not spent prior to the termination or expiry of this Contribution Agreement;
- (b) immediately upon a written request by the City, any funds advanced to the Recipient for which, in the opinion of the City, no satisfactory evidence has been provided by the Recipient that the money has been spent in accordance with this Contribution Agreement;
- (c) within fifteen (15) calendar days of the end of a fiscal year, any funds that were advanced and not spent prior to March 31st of any fiscal year for the duration of this Contribution Agreement;
- (d) immediately upon request, amounts paid in error; and
- (e) immediately upon request, amounts received by the Recipient from other sources to cover expenditures for which the Recipient received funding under this Contribution Agreement.

12.3 The City may withhold from any payment due under this Contribution Agreement or any subsequent agreement between the City and the Recipient

- (a) any funds that the Recipient is required to refund to the City pursuant to subsections 12.1 and 12.2;
- (b) any funds to be received by the Recipient under the terms of a previous agreement between the City and the Recipient:
 - (i) that had not been spent when the previous agreement ended or was terminated, and that had not been refunded to the City, or
 - (ii) for which, in the opinion of the City, no satisfactory evidence has been provided by the Recipient that the money has been spent in accordance with that agreement.

12.4 The refund, in the form of a cheque made out to The Corporation of the City of London, is to be sent to the City as stated in Section 35.1 of this Contribution Agreement.

13. Budget and Financial Reports

13.1 Using the Cashflow Forecast and Record of Expenditures Form, the Recipient shall submit, for the City's approval, an updated cash flow report showing actual expenditures and adjusted budget forecasts for subsequent reporting periods within that fiscal year, or for later fiscal years. Pursuant to Appendix C, these reports are due on the 15th day of the following month.

13.2 In accordance with Appendix C, the Recipient shall, within twenty (20) calendar days of the termination or expiry of this Contribution Agreement, submit to the City **a final financial statement/invoice/claim, and/or an electronic copy of the final report (including the evaluation report), and three (3) copies** of each of the materials produced by the Recipient for the Project.

14. Records and Audit

14.1 The City reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms and conditions of this Contribution Agreement. The scope, coverage and timing of such audit shall be as determined by the City, and may be carried out by employees or agents of the City at the City's expense.

14.2 The Recipient shall:

- (a) acknowledge that the City or its agents may audit any or all of the records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Contribution Agreement, as is necessary to satisfy the City that the objectives and activities of the Program/Initiative have been carried out and that the funds have been spent in accordance with the terms of this Contribution Agreement;
- (b) keep accounts and records of all financial transactions in accordance with generally accepted accounting principles;

- (c) make such records available for audit by the City upon reasonable notice, and permit the City to audit and inspect the records, and to take extracts from and make copies of the records;
- (d) provide reasonable facilities to the City for such audits and inspections and provide the City with all information necessary to understand the records;
- (e) keep all records intact for six (6) years after the termination or expiry of this Contribution Agreement, unless otherwise notified in writing by the City that such records are no longer needed;
- (f) immediately reimburse the City any overpayments or unallowed expenditures, as determined by the audit; and
- (g) maintain any personal records in an appropriate and confidential manner.

15. Access to Staff, Records and Premises

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

16. Evaluation

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

16.2 The Recipient must submit the results of the evaluation to the City.

17. Default

17.1 The following constitute events of default:

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

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

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

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

18. Assets

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

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

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

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

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

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

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

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

19. Acknowledgement of Funding and Disclaimer

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

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

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

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

20. Liability

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

- 20.2 Neither the Recipient, the Recipient's personnel nor anyone who is asked by the Recipient to help with the Project or who is engaged to carry out the Project or part of the Project is an employee, servant, partner or agent of the City. This includes voluntary workers, subcontractors and agents of the Recipient.
- 20.3 The Recipient agrees not to represent itself as an agent or a partner of the City at any time or in any situation.
- 20.4 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, and the Canada Customs and Revenue Agency (Income Tax).

21. Reserved

22. Conflict of Interest

- 22.1 While this Contribution Agreement is in effect, the Recipient will not pursue other interests that are inconsistent with those covered by this Contribution Agreement.
- 22.2 The Recipient declares that it has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out this Contribution Agreement or in awarding these funds to the Recipient. Should such an interest be acquired during the term of this Contribution Agreement, the Recipient shall declare it immediately to the City.

23. Intellectual Property Rights

- 23.1 Any material produced by the Recipient in carrying out its obligations under this Contribution Agreement shall vest in and remain the property of the Recipient, unless otherwise agreed to. The Recipient shall report to the City what material, if any, has been produced under this Contribution Agreement.
- 23.2 The Recipient hereby grants to the City a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free license to make, copy, translate, use, produce or further develop all materials for any purpose, except sale or licensing in commercial competition with the Recipient. The City's license also includes the right to disclose the components to other organizations for information purposes only. The Recipient hereby agrees to waive its moral rights to any such work.

24. Confidentiality

- 24.1 The City and the Recipient shall both protect any confidential information according to applicable federal and provincial legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection and Electronic Documents Act*.
- 24.2 The City and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties and in accordance with applicable privacy legislation, except where the release of confidential information is agreed to in advance by way of a signed Consent to Release Information document and that complies with applicable privacy legislation.
- 24.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, servants or agents become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates except in accordance with applicable legislation.
- 24.4 The City shall ensure that all personal information to which the City or its officers, servants or agents become privy, shall be treated in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

25. Indemnification

- 25.1 The Recipient undertakes and agrees to defend and indemnify the City (and its employees and agents) and hold the City (and its employees and agents) harmless, at the Recipient's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City (and its employees and agents) may sustain or incur by reason of:
- (a) any breach of this Agreement by any of the Recipient, the Recipient's employees, or persons for whom the Recipient is at law responsible;
 - (b) any loss or misuse of funds held by the Recipient, the Recipient's employees, or persons for whom the Recipient is at law responsible, under of this Agreement;
 - (c) the acts or omissions of the Recipient, the Recipient's employees, or any person for whom the Recipient is at law responsible in performing anything under this Agreement or otherwise carrying on Recipient's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
 - (d) any claim or finding that any of the Recipient, the Recipient's employees, or persons for whom the Recipient is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
 - (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Recipient; Recipient's employees or others for whom Recipient is at law responsible in connection with the performance of services or otherwise in connection with Recipient's business.
- 25.2 The Recipient further agrees that this indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this agreement.

26. Insurance

- 26.1 Throughout the term of this Agreement, the Recipient shall maintain
- (1) General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) to cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or Participants, in carrying out the Project and shall include the City as an additional insured; such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
 - (2) In addition, the Recipient shall furnish the City with evidence of a Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in section 5.1 of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.
 - (3) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.
 - (4) The Recipient shall submit on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

- (5) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- (6) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under

27. Assignment

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

28. Successors

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

29. Breach or Nonfulfillment

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

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

30. Laws of Interpretation

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

31. Dispute Resolution

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

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

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

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

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

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

32. Amending or Terminating the Contribution Agreement

- 32.1 This Contribution Agreement shall only be amended, in writing, by mutual consent of the City and the Recipient.
- 32.2 This Contribution Agreement may be terminated, in writing, by mutual consent of the City and the Recipient.
- 32.3 Nothing in section 32.2 limits the City's ability to terminate this Contribution Agreement under section 8 or 17 of this Contribution Agreement.

33. Entire Contribution Agreement

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

34. Obligations Surviving Termination

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

35. Notice

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

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

For the **Recipient**:
Unity Project For Relief of Homelessness In London
Attention: Executive Director
717 Dundas Street
LONDON, ON N5W 2Z5
Fax: 519-433-7742
Email: clazenby@unityproject.ca

- 35.2 Such notice, request, direction or other communication shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by telegram, facsimile or delivered in person.
- 35.3 All payments shall be made by a negotiable instrument sent to the Recipient by ordinary prepaid mail at the address indicated in section 34.1, unless otherwise specified in writing by the Recipient, or by any other commercially recognized method of payment.

36. Representatives/Signatories

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

SIGNED, SEALED AND DELIVERED

For the Recipient:

UNITY PROJECT FOR RELIEF OF HOMELESSNESS IN LONDON

Date: _____

(signature)

(Print Name)

(Print Title)

(signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Joe Fontana, Mayor

Date: _____

Catharine Saunders, City Clerk

APPENDIX A

PROJECT DESCRIPTION

London CARES Background

London CARES is an innovative Council approved strategy aimed at improving the health outcomes of street involved and homeless individuals who live with the challenges of poverty, addiction and mental illness. The five year integrated strategy continues to December 2013 and focuses on individuals with these complex and often co-occurring challenges in London's downtown and core neighbourhoods.

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

Unity Project Relief For Homelessness In London (Unity Project):

Component - London CARES Housing Stability

The Recipient ("Unity Project") shall hire and employ individuals as Housing Support Workers and a Housing Selection Worker for a specialized Housing Stability Team. The purpose of the specialized Housing Stability Team is to provide a participant driven three-phased approach, aimed at supporting participants as they transition to housing stability. Participants are individuals who are participants under the London CARES initiative ("Participants").

Unity Project shall ensure that the housing stability component of the London CARES initiative is comprised of two closely linked service areas, together aimed at providing housing stabilization. They are:

1. Housing Selection

The goal of the Housing Support Worker shall be to provide housing stability for Participants by obtaining actionable housing, scattered housing units, recruiting landlords and developing relationships and effective working partnerships with landlords, property owners, and/or property management, subject to compliance with any privacy legislation applicable to Unity Project.

2. Housing Support

The goal of the Housing Support Worker shall be to establish and maintain a relationship with individuals and families who have experienced persistent and chronic homelessness and will focus their efforts on supporting individuals and families to achieve housing stability and to support the prevention of homelessness.

Unity Project shall ensure that Housing Support Workers offer intensive, on-going support, as directed by the needs of the Participant, connecting the Participant to other services and assisting Participants to transition into their housing and communities.

Unity Project shall apply a three-phased approach and develop support plans with individuals who are experiencing chronic homelessness. The three phases are:

(1) Phase 1: 3-4 months:

The primary goal of Phase 1 is to assist the Participant to become familiar with their new neighbourhood through community mapping.

The Unity Project shall ensure the Housing Support Worker provides the Participant with intensive support and case management. The Unity Project shall ensure the Housing Support Worker has a minimum of three face to face meetings or events per week and daily electronic and/or voice contact with the Participant. This is increased if there is a demonstrated need. The Unity Project shall ensure the Housing Support Workers assist the Participants to become familiar with their neighbourhood, which could include walking with the Participant and using public transportation with the Participant.

(2) Phase 2: approximately 4-8 months:

The primary goal of Phase 2 is to assist the Participant in continuing to sustain their housing and to further settle in to their community or neighbourhood.

During this stage, the Unity Project shall ensure that the Housing Support Worker continues to provide weekly support and contact with the Participant. Regular and on-going support will

continue throughout this phase with an aim to transitioning the Participant to a reduced support level, fewer meetings with the Housing Support Worker and less intensive case management.

The Unity Project shall ensure that the Housing Support Worker undertakes an extensive review of the Participant file, provides case management notes and an assessment at month eight to determine if a Participant is ready to transition out of the Housing Stability program. If the Housing Support Worker determines that there needs to be an extension of follow-up supports, the Unity Project shall ensure that a time frame for extension is established as well as the level of support required.

(3) Phase 3: a minimum of 3 months:

The primary goal in Phase 3 is to transition the Participant into independent living within their community, after a period in which s/he has been successful in sustaining their housing and is feeling comfortable, safe and established in their home.

The Unity Project shall ensure that the Housing Support Worker discusses, devises and implements transition planning with the Participant. Simultaneously, the Housing Support Worker shall work with the landlord to ensure the landlord is aware that a Participant will no longer be actively involved with Housing Stability staff, and ensure the landlord has contacts to call should any issues arise, subject to compliance with any privacy legislation applicable to Unity Project.

Targets

By December 31, 2013 Unity Project shall ensure that a total of at least 50 individuals experiencing chronic or persistent homelessness have achieved housing stability.

London CARES Initiative Goals and Outcomes

Unity Project acknowledges that the following are identified as achievable goals and outcomes for Participants receiving Housing Stability services under the London CARES initiative:

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

Unity Project acknowledges that the following are identified as achievable system goals and outcomes, as a result of Housing Stability component of the London CARES initiative:

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

Operating Structure

Addiction Services of Thames Valley is providing a centralized office to support case meetings and management, sharing of information and coordination of services, with funding under the London CARES initiative. This office provides working space for the London CARES Coordinator, Outreach Staff, Peers, Housing Support Workers and the Housing Selection Worker.

Unity Project shall obtain a Police Records and Vulnerable Position Screening clearance for all of its employees (not employed by the City of London) who will be providing services as part of

the London CARES initiative and ensure that they are kept current throughout the contract period. Unity Project must make these documents available for review by the City of London upon request. The City will conduct random reviews (Unity Project will receive advance notice) at the providers' office to ensure that there is documentation showing compliance. Failure by Unity Project to provide the documentation when requested could result in cancellation of the contract.

Population to be Served

Participation by Participants in the London CARES initiative is voluntary.

Unity Project shall focus on two priority and underserved groups of individuals in achieving housing stability through the activities provided as part of the London CARES initiative and include either individuals who are experiencing persistent or chronic homelessness and those at immediate risk of becoming homeless as a result of their first time street presence. Unity Project shall ensure that individuals experiencing persistent or chronic homelessness are the priority population for the Housing Stability component.

i Persistent or chronic homelessness

Persistent or chronic homelessness has a number of characteristics including:

- Chronic housing instability related to long term harmful use of alcohol, narcotics and other drugs. May experience mental health issues and/or acquired brain injury;
- Length of time a person has experienced homelessness (often greater than one year) with a pattern of cycling in and out of hospitals or correctional facilities in between periods of living on the street or in emergency shelters; may be "sleeping rough," or are sleeping in places or conditions not meant for human habitation; doorways, abandoned spaces and buildings, dumpsters and camps in locations not approved for overnight camping;
- Length of engagement period needed to connect with the person and their ability to trust (may require a longer period of time);
- Homelessness has become the new "normal". Skills are oriented to survival on the streets rather than to living in housing;
- How close the person is to being interested in or accepting of "conventional housing" (defined as housing covered under the Residential Tenancies Act, 2007 or Long-Term Care) and may not initially or ever be interested in this type of housing;
- Extent of service use – extensive use of emergency services and/or a large number of service disruptions. Often these individuals are frequent short term residents of emergency shelters and crash beds. These individuals are likely well known to the array of service providers including health, police, community and justice services and less likely to be engaged with ongoing support services, and therefore more often using crisis based or emergency response services; and,
- These individuals are more likely to experience physical harm as a result of violence due to isolation and may not have secure income support and long term housing as a result of their own efforts.

Unity Project shall ensure that individuals at imminent risk of homelessness are a priority population for its services as part of the London CARES initiative.

ii At imminent risk of homelessness

At imminent risk of homeless has a number of characteristics including:

- Identified as someone new to "street culture", harmful drug use and addiction;
- Still have an interest in exploring housing, maintaining their existing housing or moving to more conventional housing and are interested in, or undertaking activities that lead them in this direction;
- Have not yet normalized the streets as home but may be close;
- Tend to be more easily engaged and have a greater ability to trust than those experiencing persistent homelessness. Of significant concern are vulnerable youth, women, and seniors who, as a result of not being "street hardened" are more vulnerable to predators, drug dealers and may turn to engaging in street level sex work and/or other high risk or harmful activities to satisfy a growing drug dependency;
- Over a period of time have experienced both homelessness and housing (may be either more conventional or less conventional housing) – perhaps more homeless than housed; and
- If housed but were to become un-housed, there would be many challenges in re-housing.

Principles of Housing Stability

In addition to the principles for all London CARES components, Unity Project shall apply the following principles to the Housing Stability role:

- all activities by the Housing Stability Team including Housing Selection and Housing Support Workers are about creating opportunity for the individual Participant or family to maintain their housing. Housing Stability team members work within a highly integrated multi-sectoral environment that does not duplicate other community based services and complements the interdependent service model;
- a Participant's choice in housing is paramount to their satisfaction and success in maintaining housing;
- transitioning from a lengthy period of experiencing homelessness to being housed, requires continual support;
- inter-dependence and quality of life is promoted through the coordination of appropriate services and the provision of ongoing support as needed by the Participant to assist them to function in the least restrictive, most natural environment;
- support is Participant-centred, solution-focused and strength-based;
- relationships between the Participants and the Housing Support Workers are collaborative and flexible; and
- subject to any applicable privacy legislation, a collective approach to record keeping will be employed together with other recipients of London CARES funding sharing the ADSTV office to better coordinate client services.

Technology and Communication

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

Unity Project agrees that it will use the Homeless Individuals and Families Information System (HIFIS) if requested to do so by the City. Unity Project agrees to enter into agreements as necessary to implement the use of HIFIS, if requested by the City. Unity Project understands that HIFIS may require exchange of information between other agencies.

Data Integration: Collecting, Sharing and Documenting

Purpose

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

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

Data Integration Principles

Unity Project acknowledges that the following principles apply to Data Integration:

- independence and quality of life will be promoted through the coordination and collection of information within and across service systems;
- information security and Participant privacy will be paramount;
- London CARES protocols and communication practices will be observed;
- privacy legislation will be complied with;
- data exchanged will be confidential; and
- subject to any applicable privacy legislation, a collaborative approach to case planning and record keeping will be applied with other recipients of London CARES funding sharing the ADSTV office to better coordinate client services.

Data Integration Responsibilities

Unity Project shall ensure that individuals it employs under this Agreement shall:

- document how many people have been served and the number of resources distributed;

- record the types of goods and services provided, such as food bank and counselling services;
- ensure data exchanged is completely confidential;
- ensure client names are encrypted;
- develop and maintain case management plans, including case notes that reflect the multiple and changing needs of the clients;
- access housing resources, landlord roster, housing options, types and availability;
- monitor progress and outcomes when attempting to place Participants in suitable housing;
- record follow-up;
- obtain any required consents from individuals for the collection, retention, use and disclosure of their information; and
- report on outreach services ensuring duplication does not occur and building capacity within the community.

Outcomes

Subject to applicable privacy legislation, Unity Project shall assist in compiling a common London CARES database of information including case management plans, community supports and case notes in order to:

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

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

System Governance / Accountability and Leadership

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

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

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

Unity Project Responsibility

Unity Project is responsible for:

- the hiring and employment of the Housing Support Workers and the Housing Selection Worker;
- ensuring current police records and vulnerable position screening clearances are received for all its employees working under London CARES;
- establishing compatible human resource policies and procedures specific to Housing Support Workers the Housing Selection Worker with other London CARES funded agencies. This includes observing the Core Competencies of London CARES and best practices related to maintaining strong and clear professional boundaries and client interactions;
- providing employment oversight and supervision to the work practices of the Housing Support Workers and Housing Selection Worker , with input from the London CARES Steering Committee and the London CARES Coordinator;
- ensuring the completion of correct and timely reporting of data relating to the work of the Housing Support Workers and the Housing Selection Worker is forwarded to the City of London by applying the London CARES data base;
- collaborating with the London CARES Steering Committee and the City of London to resolve any issues of disagreement, or contention for the betterment of service to those they serve, to enhance outreach services in London, and to bring about the best possible outcomes for individuals who are at urgent risk of becoming homeless and those who are chronically or persistently homeless;

- participating in the 24-hour case focussed response practice, in cooperation with all components of the London CAREs model; and
- START Guide - As a service provider to street and vulnerable youth, you will have verification of current year approval of the START (Street and vulnerable youth service standards that provide: Trust Accountability Responsiveness To ensure consistent support for youth) Guide.

City of London Responsibilities

Unity Project agrees that the City may at its discretion provide funding for London CAREs services. Unity Project further agrees that the City shall provide oversight to all London CAREs initiatives and to the Steering Committee. Unity Project further agrees that day to day leadership of the London CAREs initiative will be provided by the City's Manager of Homelessness, Hostels and Special Populations. However Unity Project agrees that the City is not the employer of the Housing Support Workers or of the Housing Selection Worker.

Unity Project acknowledges the City will:

- coordinate and co-facilitate the London CAREs Steering Committee and support, where reasonably possible, its overall cooperation and integration; and
- facilitate a review process quarterly, on the effectiveness of the components, acquiring feedback from the London CAREs components and London CAREs Steering Committee and providing the feedback to the component staff, at the City's discretion.

London CAREs Housing Selection Worker

Housing Selection Worker Responsibilities

Unity Project shall ensure that the Housing Selection Worker assumes the following key responsibilities:

- employ a business strategy, to appeal to private market partners using research and outcomes;
- locate and engage private sector property owners, property managers and/or landlords with emphasis on the predictable and normalized revenue generation this program can provide;
- gather local key pieces of information and data to develop a private sector model to include market rent, average market by zone, vacancy loss by building class, vacancy loss variations and vacancy loss projections;
- secure a number of appropriate, scattered, actionable housing options for Participants to consider and select from;
- obtain housing units from varied geographic locations within the City of London including diverse building and unit types and a range in affordability, amenities and support levels;
- avoid saturation of a building or community by ensuring no more than approximately a 15% threshold of London CAREs Participants are not surpassed in any one building;
- facilitate open and monthly communication with landlords/building superintendents to ensure positive relationships and resolve immediate concerns or issues;
- ensure landlords/building superintendents understand the nature of the partnership, the role and function of Housing Support Worker and the goals and objectives of London CAREs;
- develop practices and protocols that promote positive housing outcomes including such things as pay direct for rent and utilities and conflict resolution practices;
- organize a landlord roundtable of London CAREs partners that convenes three times per year to discuss issues and strategies for resolution;
- collaborate across service providers;
- report to the London CAREs Coordinator;
- maintain active communication with all London CAREs components and participate in London CAREs team meetings; and
- mitigate any perception of London CAREs services being a part of the landlord and tenant relationship.

Housing Selection Worker Qualifications

Unity Project shall ensure that, in addition to the competencies identified in the London CAREs Core Competency requirements, key qualifications for the Housing Selection Worker include:

- a high level of communication skills including dispute resolution practices;
- understanding and knowledge of the City of London, residential areas, housing providers and area real estate;

- experience working with private market housing partners;
- knowledge of the Landlord and Tenant Board and Residential Tenancies Act;
- ability to provide Participant advocacy with other system elements and proactive Participant planning;
- experience in assisting persons living with addictions, mental health, psycho/social/physical, educational, emotional and/or environmental concerns in a variety of locations;
- advanced skills to enhance Participant motivation in order to make and follow through on decisions related to housing stability, treatment and wellness; and
- degree or diploma in marketing, business, business administration or equivalent combination of education and/or experience.

Staffing

One full time equivalent Housing Selection Worker will be retained by Unity Project and will work out of the London CARES office and will work under the direction of the London CARES Coordinator.

Reporting and Accountability

Unity Project shall ensure that the Housing Selection Worker will report on a daily basis to the London CARES Coordinator. Unity Project shall ensure that the Housing Selection worker submit frequent reports, daily case management notes and regular case management plans. Unity Project shall provide a quarterly progress report and annual performance evaluation in conjunction with the London CARES Coordinator.

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

London CARES Housing Support Worker

Housing Support Workers Responsibilities

Unity Project shall ensure that the Housing Support Workers assume the following key responsibilities:

- provide intensive case management including regular, continuous contact with the Participant for a minimum of one year;
- apply documented, structured case planning with identified goals to ensure Participant interactions have objectives and are outcome oriented;
- broker and advocate with other system elements, including, where appropriate, accompany clients to appointments, provide proactive crisis planning, organize meaningful daily activity opportunities and liaise with Ontario Works and Ontario Disability Support Program;
- assist the Participant in connecting with appropriate services or supports based on their needs, including physical healthcare, mental healthcare, addiction services, trauma services, vocational assessment and training, employment, volunteer and social-recreational opportunities;
- facilitate community integration and linkages to “mainstream” community resources (libraries, community centres, recreation, etc.);
- assist the Participant in connecting to other long or short-term formal and informal supports;
- prepare and plan for “homelessness proofing” and re-housing. This includes recognizing and averting indicators that may de-stabilize a Participants housing and focus on what worked when re-housing a Participant;
- apply a collaborative approach to case planning and record keeping. Collect and record demographic information and maintain detailed case notes, case management plans and descriptives of involved supports and community services using the integrated data management program;
- support landlords as necessary in conjunction with the Housing Selection Worker and the Participant;
- provide after-hours support as scheduled;
- participate in research initiatives or evaluation;
- participate in London CARES team meetings;
- report to the London CARES Coordinator;
- alert the London CARES Coordinator or designate of information that could affect the safety and well-being of street involved individuals including bad drugs, dangerous offenders or predators; and
- maintain a regular caseload of an average of 10 Participants at any time.

Housing Support Workers Qualifications

Unity Project shall ensure that in addition to the competencies identified in the London CARES Core Competency requirements, key qualifications for the Housing Support Workers include:

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

Staffing

Unity Project shall retain up to five full time equivalent Housing Support Workers. Unity Project shall ensure that the Housing Support Workers work out of the London CARES office established by Addiction Services Thames Valley, and will work in coordination with the London CARES Coordinator.

Reporting and Accountability

Unity Project shall ensure that the Housing Support Workers will report on a daily basis to the London CARES Coordinator. Unity Project shall ensure that the Housing Support Workers submit frequent reports, daily case management notes and regular case management plans. Unity Project shall provide a quarterly progress report and annual performance evaluation in conjunction with the London CARES Coordinator.

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

Outcomes and Measurement

Unity Project acknowledges that the overall outcome of the housing stability services is that with continuous follow-up support Participants are expected to experience improved physical and mental health, personal safety, food quality and social interaction – relative to when they were homeless or otherwise street involved.

With housing and stabilization, Participants begin experiencing improved self-worth, a sense of personal accomplishment, a shift in perspective in one's capacity to fulfill goals and motivation to self-advocate in actualizing long term plans.

Participants who achieve housing stability are expected to report improved quality of life and increased use of routine medical services, food banks, education programs, job training, drug and alcohol treatment and mental health programs. Participants who achieve housing stability are expected to report reduced use of emergency health resources and decreased use of emergency and police/correctional services (emergency shelters, safe havens, arrests, overnight lock-up and jail detention).

Unity Project shall ensure that the Housing Selection Worker and the Housing Support Workers (comprising the "Housing Stability Team") will initiate and implement the following components:

Intensive Case Management

The Housing Stability Team, which is tasked with engaging Participants using a continuous and fixed intensive case management approach, while fostering effective relationships between Participants and a cross section of service providers/supports will:

- reduce persistent homelessness;
- reduce conflicts between landlords and Participants;
- reduce time to find housing;

- reduce use of crisis services and costs to emergency, police, social and health systems;
- increase housing accessibility and the number of suitable housing options;
- decrease negative impacts to individuals and community;
- increase meaningful activity, food security, community integration, income stability, housing stability, personal capacity; and
- reduce homelessness.

Integrated Data Base

An integrated database of information including case management plans, unit checklists, community supports and case notes will:

- improve collection of demographic data and coordination of case management;
- improve client tracking and planning;
- decrease duplication efforts;
- decrease conflicts;
- link comprehensive accurate information to multiple sectors;
- collect and record maintenance information related to each housing property in the program to ensure each property is habitable and in good repair; and
- participate in any research initiatives or evaluation.

Landlord Recruitment

A Housing Selection Worker tasked with developing effective working relationships with landlords including fostering effective relationships between Participants and landlords will:

- reduce tenant turnover;
- decrease vacancy loss by 1% or more;
- decrease controllable expenses;
- stabilize the tenant base without saturating any one site; and
- reduce landlord/Participant conflicts.

Housing Stability

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

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

APPENDIX B

BUDGET ITEMS/ELIGIBLE EXPENDITURES

Maximum Amount of Funding for Initial Term (inclusive of HST):

- December 6, 2011 – December 31, 2011 \$66,700
- January 1, 2012 – December 31, 2012 \$338,157 + \$57,960.50 (subject to available federal funding)
- January 1, 2013 – December 31, 2013 \$339,307 + \$57,960.50 (subject to available federal funding)

Maximum Amount of Funding for Renewals (if any):

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

ELIGIBLE EXPENDITURES:

Personnel

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

Travel

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

Materials / Equipment

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

Rent and Utilities

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

Housing Support

- is subject to the approval of the City of London prior to any expenditure

Evaluation / Dissemination

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

Other

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

Ineligible Expenditures

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

APPENDIX C
REPORTING PLAN

Project Title:

Title: London CArES – Housing Stability

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

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

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

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

Annual Business Plan and Proposed Expenditure Budget

Other reports as identified.