

CONTRIBUTION AGREEMENT

Dated as of January 1, 2024

BETWEEN:

CITY OF OTTAWA (the “**City**”)

-and-

OTTAWA SALUS CORPORATION

(the “**Recipient**”)

WHEREAS:

A.

The City administers funding for homelessness programs from three funding streams: the Ontario Ministry of Municipal Affairs and Housing’s Homelessness Prevention Program (HPP), the federal Infrastructure Canada’s Reaching Home Strategy (RH), and the municipal City Homelessness Funding (CHF) (collectively, the “**Funding**”), each of which is described below:

a) The MMAH Homelessness Prevention Program (HPP):

- i. The City entered into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (“**MMAH**”) effective as of April 1, 2022 for the provision of funding under the Homelessness Prevention Program (the “**MMAH HPP Agreement**”)
- ii. The MMAH HPP Agreement combined and replaced the previously funded Community Homelessness Prevention Initiative, the Home for Good funding and the Strong Communities Rent Supplement Program into one new program. The HPP aims to prevent, address and reduce homelessness as set out in the Schedule(s) of this Agreement (the “**HPP Logic Model**”).
- iii. The MMAH HPP Agreement provides the City with the authority to allocate portions of its funding among four operating service categories: Supportive Housing, Community Outreach and Support Services, Housing Assistance and Emergency Shelter Solutions (collectively the “**HPP Service Categories**”).

b) The INFC Reaching Home (RH) Strategy:

- i. The City anticipates entering into an agreement with His Majesty the King in Right of Canada, as represented by Infrastructure Canada (“INFC”) for the provision of funding under the Reaching Home Strategy (the “**Federal RH Agreement**”).
- ii. The Federal RH Agreement provides the City with the authority to allocate portions of the funding to third parties such as the Recipient, for eligible Reaching Home Strategy (**RH**) activities, so long as the City enters into a written agreement with each third party setting out the terms and conditions under which the City is providing the funding.

c) The City Homelessness Funding (CHF) Stream:

- i. On May 24, 2023, Ottawa’s City Council approved the City Homelessness Funding (CHF), which combines several municipal funding sources related to homelessness services and preventing homelessness into one. These sources included the Supports in Social Housing (SSH) stream that had been created by Council in December of 2009, the Housing and Homelessness Investment Plan (HHIP) that was created by Council on May 11, 2011, and other City homelessness funds.
 - ii. The City Homelessness Funding stream follows the guidelines of Reaching Home and the Homelessness Prevention Program, and the City’s Grants and Contributions guidelines.
- B. The Recipient is a not-for-profit corporation that intends to provide the services as described in the Schedule(s) of this Agreement, (collectively, the “**Program**”), and has requested funding from the City for the purpose of carrying out the Program since the funding is necessary for the Recipient to carry out the Program;
- C. Subject to City Council’s approval in the annual budget for any fiscal or calendar year in which payment is to be made for the Program, the City wishes to provide to the Recipient a portion of the Funding from one or more of the above three funding streams to operate one or more homelessness “**Program**” as described in the Schedules to this Agreement;
- D. Housing Services has selected the Recipient to receive funding, either through a management decision using its delegated authority; through a formal, open, impartial and fair allocation process; or in consultation with the Homelessness Community Advisory Board which is comprised of City managers and community representatives.
- E. Pursuant to the Council Report of May 24, 2023 and Section 8 of Schedule “D” of By-law 2023-67, being a By-law of the City of Ottawa respecting the delegation of authority to various officers of the City, the Director, Housing Services of the City is authorized to allocate funding for these three streams (HPP, RH and CHF) and to approve and execute funding agreements related to issues of homelessness.
- F. Both parties to this Agreement believe it to be to their mutual benefit that the Recipient carry out the Program which is eligible for the Funding being provided to it.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants expressed in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Prior Agreements

This Agreement supersedes and replaces all prior oral or written representations or agreements between the City and the Recipient relating to the Program(s) listed in Table 1 of Schedule A hereto, and serving the same target population.

2. Term of Agreement

- a. This Agreement shall commence on the date specified in Table 1 of Schedule A (“**Commencement Date**”) and shall terminate on the date specified in Table 1 of Schedule A (the “**Termination Date**”), unless it is superseded or replaced by a subsequent agreement or otherwise terminated in accordance with [Section 8](#) of this Agreement (the duration of the term being referred to as the “**Funding Period**”).
- b. Costs incurred before the Commencement Date or accruing after the Termination Date are not Eligible Program Costs for the purposes of this Agreement.
- c. Notwithstanding anything to the contrary in this Agreement, and in the event this Agreement is extended past the Termination Date, the year-to-year validity of this Agreement shall be subject to an annual review by the City and approval by Council of the Funding allocation in the City’s Budget.
- d. Nothing in this Agreement or its schedules shall be construed as a promise, representation, undertaking or assurance that the Funding will be permanent.
- e. The City may terminate any Programs and/or the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Recipient. If the City gives such Notice in respect of a Program, it may require the Recipient to take reasonable steps within the Notice period to wind down the Programs.

3. Terms of Contribution

The City agrees to provide a portion of the Funding to the Recipient up to the amount set out in the Schedules to this Agreement (the “**Contribution**”), subject to the following:

- a. The Program being a permitted service under the funding stream from which the City assigns its payments from time to time, and consistent with the City’s investment plan;
- b. The Recipient complying with the requirements set out in the MMAH HPP Agreement including the Program Guidelines, the City Homelessness Funding as described in the May 24, 2023 report to City Council entitled *Report – Homelessness Prevention Program Investment Plan*, and the INFC Reaching Home Agreement including its program Directives whether or not set out in this Agreement;
- c. City Council’s annual approval of the incorporation of the Funding into the City’s annual budget for any year in which payment is to be made for the Program; and
- d. the terms of this Agreement, for the delivery of the Program.

4. Use and Purpose of Contribution

- a. The purpose of the Contribution is to enable the Recipient to carry out the Program described in the Schedule(s) to this Agreement. The Contribution shall be used by the Recipient solely for the purpose of paying the Eligible Program Costs.
- b. The Recipient agrees to deliver the Program, including the related activities, in accordance with the terms of this Agreement.
- c. The Recipient shall:
 - i. deliver the Program in a proper, efficient and business-like manner and at a professional level at least equal to prevailing industry standards;
 - ii. do, observe and perform all of its obligations and all matters and things necessary or expedient to be done, observed or performed under any law or regulation of Canada, the Province of Ontario, or any other province where its assets may be located, or any municipality, for the purposes of carrying out its obligations as provided for in this Agreement;
 - iii. give the City written notice of the occurrence of any litigation, proceeding or dispute affecting or likely to affect the financial status of the Recipient or its non-profit status and shall provide to the City all reasonable information requested by the City concerning the status of the litigation, proceeding or dispute;
 - iv. give the City written notice of any event of default, as set out in this Agreement, which would not be reasonably within the knowledge of the City, immediately on the occurrence of such event;
 - v. submit reports with respect to the Program as required by the City from time-to-time; and assist the City in meeting its reporting obligations to MMAH under the HPP Agreement, the City under the City Homelessness Funding and INFC under the Reaching Home Strategy (collectively, the “**Funders**”) including their program Directives and Guidelines by providing any information required by the City to meet those obligations.
 - vi. comply with the HPP Program Guidelines, the RH Directives, and all Notices provided by the MMAH, INFC, and the City;
 - vii. carry out the Program in accordance with the Agreement, the HPP Program Guidelines, the RH Directives, and any Notice provided by the City;
 - viii. use the Contribution only for the purpose of carrying out the Program;
 - ix. spend the funds only in accordance with the Agreement, including the funding streams’ Guidelines and Directives;
 - x. not use the Contribution to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or other government organization;
 - xi. maintain and implement any and all environmental protection measures prescribed by INFC for ensuring that the harm to the environment resulting from

the Program, if any, will remain minimal and ensure that all environmental protection measures, standards and rules established by competent authorities are respected;

- xii. upon written request of the City, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to the environment in relation to environmental protection, for carrying out the Program; and
- xiii. take title to intellectual property including copyright in reports and/or software resulting from this Agreement. The Recipient hereby agrees to grant to the City and INFC a non-exclusive, irrevocable and royalty free licence and right to use, translate, adapt, record by any means or reproduce any work subject to copyright, which is produced by the Recipient in the process of carrying out the Program. The licence granted under this provision shall be for the duration of the copyright and shall include the right to sub-license the use of the work to any contractor engaged by INFC solely for the purpose of performing contracts with INFC, and the right to distribute the work outside INFC so long as the distribution does not undermine any commercial use of the work intended by the Recipient. The Recipient shall execute any acknowledgments, agreements, assurances or other documents deemed necessary by INFC to establish or confirm the licence granted. Additionally, with respect to any work licensed, the Recipient warrants that the work shall not infringe on the copyrights of others; agrees to indemnify and save harmless INFC from all costs, expenses and damages arising from any breach of any such warranty; and shall include an acknowledgment, in a manner satisfactory to INFC, on any work which is produced by it with funds contributed by INFC under this Agreement, acknowledging that the work was produced with funds contributed by INFC and identifying the Recipient as being solely responsible for the content of such work. The Recipient shall include in the final report to the City, a copy of any work licensed pursuant to this section.

5. Program Over Budget.

The Recipient acknowledges that should Program expenses exceed the amount of the Contribution, the City is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Program.

6. Funding for Eligible Program Costs

- a. The City will provide the Contribution to the Recipient for Eligible Program Costs, as defined in the Schedules to this agreement, not to exceed the total amount specified in Table 3 of any Schedule. The funding for these Eligible Program Costs shall be in accordance with the payment schedule set out in Table 6 of any Schedule.
- b. The City may, in writing and at any time before or after the execution of the Agreement or the commencement of the Program, delete, extend, increase, vary or otherwise alter the Program forming the subject of the Agreement and if such action by the City necessitates an increase in the total amount to be paid under this Agreement, the Recipient shall immediately notify the City of the anticipated change to the total amount prior to commencing the change in the Program. The City, upon receipt of the notice from the Recipient, may, in its sole discretion, determine whether the change in the Program should proceed and the Recipient shall not proceed until so directed by the City.
- c. The City shall be entitled to hold or seize the whole, or any part of, the Contribution if the Recipient has any overdue accounts with any City department.

7. Limitation on Payment of Funds. Despite Section 5:

- a. the City is not obligated to provide any portion of the Contribution to the Recipient until the Recipient provides the certificates of insurance or other proof as the City may request pursuant to [Section 17](#);
- b. the City is not obligated to provide instalments of the Contribution in respect of any Program until it is satisfied with the progress of the Program;
- c. the City may adjust the amount of the Contribution to the Recipient in any funding year based upon the City's assessment of the information the Recipient provides to MMAH, INFC or the City pursuant to [Section 15](#); or
- d. If, pursuant to the *Financial Administration Act* (Ontario), MMAH does not receive the necessary appropriation from the Ontario Legislature for payment under the HPP Agreement, or if Canada's Treasury Board cancels the RH Program or reduces the level of funding to INFC, or City Council does not approve the municipal funding for the CHF in an adequate amount, the City is not obligated to make any such payment, and, as a consequence, the City may:
 - i. reduce the amount of the Contribution and, in consultation with the Recipient, change the Program; or
 - ii. terminate the Agreement pursuant to [Section 11](#).
- e. The City will calculate the Eligible Program Costs based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

8. Recipient's Acquisition of Goods or Services, and Disposal of Assets

- a. If the Recipient acquires goods, services, or both with the Contribution, it will:
 - i. do so through a process that promotes the best value for money; and
 - ii. comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- b. Subject to subsection (c), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Program. The Recipient shall select the bid or proposal offering the best value at the lowest cost.
- c. The requirement under subsection (b) shall apply, unless otherwise authorized in writing by the City to all goods or services contracts valued at \$25,000 or more (before taxes). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.
- d. Restrictions Regarding Non-Arms-Length Contracts

Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

- i. an officer, director or employee of the Recipient,
- ii. a member of the immediate family of an officer, director or employee of the Recipient, iv. a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
- iii. a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

- e. In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child, step-child (including child of

common law partner), ward, father-in-law, mother-in-law or relative permanently residing in the household of the officer, director or employee.

- f. During the Funding Period, the Recipient shall preserve any assets costing \$1,000 or more acquired by it with the funds provided under this Agreement unless:
 - i. INFC, through the City, authorizes their disposition;
 - ii. replacement of assets subject to wear is necessary; or
 - iii. assets that have become outdated require replacement.
- g. The Recipient agrees that at the end of the Funding Period, or upon termination of this Agreement if earlier, and as directed by INFC through the City, any assets referred to in subsection (b) that have been preserved by it that are not required for the continuation of the Program shall be:
 - i. sold at fair market value and that the funds realized from such sale be applied to offset the Contribution to the Eligible Program Costs;
 - ii. turned over to another person or organization designated or approved by INFC; or
 - iii. disposed of in such other manner as may be determined by INFC.

9. Payment Subject to Approval

- a. Any payment under this Agreement is conditional upon City Council's annual approval and receipt of Funding, and the terms of this Section 9.
- b. Any payment under this Agreement is subject to appropriation of funds by the Legislature of Ontario, the Parliament of Canada and/or Ottawa's City Council for the City of Ottawa for the year in which payment is to be made for the delivery of the Program. In the event that (i) any of these bodies cancel the money from which the Program is being funded or reduces the level of funding for the Program for any fiscal year in which payment is to be made under this Agreement, or (ii) any portion of the Funding is not approved for any fiscal year in which payment is to be made for the Program, the City shall give notice to the Recipient and may terminate this Agreement, cancel further instalments of the Contribution, demand from the Recipient the payment of any of the Contribution remaining in the possession or under the control of the Recipient or reduce the amount of the Contribution payable under this Agreement in that fiscal year.
- c. If the Government of Ontario, the Parliament of Canada or City Council cancels or reduces the funds available for the Funding or Program, the City shall give notice to the Recipient within 30 days of receiving notice of the INFC, MMAH or City Council decision. If the costs to wind down the Program exceeds the Contribution remaining in the possession or under the control of the Recipient, the City will not provide additional funds to the Recipient.
- d. Without restricting the generality of the foregoing:

- i. if MMAH, INFC, or the Council of the City will not provide their contribution to the Funding or Program beyond the end of any calendar/fiscal year within the term of this Agreement, the City's obligations beyond the end of that calendar/fiscal year shall terminate immediately, upon written notice to the Recipient and the Recipient shall have no claims against the City for any funds beyond the end of the applicable calendar/fiscal year; and
- ii. if MMAH, INFC, or the Council of the City decrease the amount available for the Funding or Program for the years beyond the end of any calendar/fiscal year within the term of this Agreement, the City's financial obligations beyond that calendar/fiscal year under this Agreement shall be altered accordingly, at the City's sole discretion, and the City shall provide written notice to the Recipient within 30 days of written notice of MMAH, INFC, or the City's decrease in funding.
- e. if MMAH, INFC, or the Council of the City increases the amount of Funding available in any year during the term of this Agreement, at the discretion of the City, a cost-of-living funding increase may be added to the annual total amount of funding shown in Table 3 of any Schedule to this Agreement.
- f. The City shall not have any liability in the event the respective appropriations are nil or insufficient to meet the Contribution obligations of the City.

10. Repayment of Contribution by the Recipient

- a. The Recipient shall repay to the City the Contribution or any part thereof that has not been applied to the payment of Eligible Program Costs (that are documented by detailed receipts) for the Program, immediately upon receipt of written notice from the City requesting repayment.
- b. The City may require repayment of the Contribution or any part thereof in the event that the City, at its sole discretion, determines that the Recipient is not providing the Program in accordance with the terms of this Agreement.
 - i. In its determination of whether the Recipient is providing, or has the ability to provide, the Program in accordance with the terms of this Agreement, the City may consider whether an Event of Default, as defined in [Section 8](#) of this Agreement, has occurred and is continuing.
 - ii. The Recipient shall repay to the City any overpayment, unexpended balances at the end of every fiscal year, and costs that are not Eligible Program Costs. The amount to which the Recipient is not entitled include the amount of any payments that were:
 - a. made in error;
 - b. made for costs in excess of the amount actually incurred for those costs; and
 - iii. used for costs that were no eligible for reimbursement under the Agreement.
- c. In respect of the Program, the Recipient will, upon termination or expiry of the Agreement, return to the City any portion of the Contribution remaining in its possession or under its control.

11. Right of Termination of Agreement

- a. Either party may terminate or suspend this Agreement at any time, without cause, upon not less than thirty (30) days written notice to the other of its intention to do so ("**Termination for Convenience**"). The parties may agree in writing to reduce the said notice period.
- b. In the event of a Termination for Convenience notice being given:
 - i. The City may cancel all further instalments of the Contribution;
 - ii. The Recipient shall make no further commitments in relation to the use of the funds provided under this Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation to those funds;
 - iii. The Recipient shall perform no further services other than those reasonably required to close out the Program;
 - iv. The Recipient shall repay all unexpended payments made to the Recipient under this Agreement, calculated as of the date of the notice of termination or suspension, and any Contribution remaining in the possession or under the control of the Recipient; and
 - v. No damages or further compensation shall be payable by the City as a result of the termination or suspension of the Agreement.
- c. The City may immediately terminate or suspend this Agreement in the event of any of the following circumstances (each an "**Event of Default**"):
 - i. In the opinion of the City, the Recipient fails to deliver the Program, or any part of the Program, in accordance with the terms of this Agreement, breaches any of the terms of this Agreement, breaches any representation, warranty, covenant or other material term of the Agreement, the City has given notice specifying the nature of the default and the steps required to correct it and the Recipient has failed, in the opinion of the City, to correct, or commence to correct, by proceeding diligently, the breach as required by the notice;
 - ii. the Recipient becomes bankrupt or insolvent, goes into receivership or becomes subject to the provisions of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c.B-3 or any other Act for the benefit of creditors;
 - iii. the Recipient goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - iv. the Recipient suspends or fails to carry on and continuously conduct its operations;
 - v. a court of competent jurisdiction determines that the Recipient, at the time of receipt of the Contribution or any part thereof, lacked the legal capacity or was not legally entitled so to do, or by so doing was in violation of any applicable law or regulation;
 - vi. the Recipient has made any material misrepresentation to the City or its representatives with respect to any of the matters contained herein and/or in the Recipient's Proposal for the Contribution, or which have been made or may be made in the future surrounding these matters;

- vii. in the opinion of the City, there is a material adverse change in the Recipient's ability to carry out its roles and responsibilities under this Agreement;
 - viii. The Recipient experiences a change in its governance structure and control or undergoes significant disruption in delivery of the Program due to changes in its governance structure and control without the prior written knowledge of the City and there are no satisfactory plans to address the change/disruption;
 - ix. The Recipient fails to meet its financial obligations and/or provide any documentation required from the Recipient pursuant to the terms of this Agreement in a timely manner;
 - x. The Recipient fails to provide any documentation requested by the City in accordance with the terms of this Agreement;
 - xi. An event of Force Majeure, as defined in the MMAH HPP Agreement occurs and continues for a period of sixty (60) days or more;
 - xii. The Recipient ceases to operate as a "corporation without share capital" within the meaning of Part III of the *Corporations Act* of Ontario or under the *Canada Not-for-profit Corporations Act* or any successor legislation.
 - xiii. The Recipient assumes the status of a commercial enterprise within the meaning of Section 106 of the *Municipal Act, 2001* or it is determined by a court of competent jurisdiction that, at the time of receipt of the Contribution or any part thereof, the Recipient was operating as a commercial enterprise.
 - xiv. the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program;
 - xv. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - xvi. there is a breach by any Proponent of any Program related agreement between it and the Recipient.
- d. In the event of a termination or suspension notice being given by the City as a result of an Event of Default:
- i. The City may demand the repayment of the Contribution or a portion thereof;
 - ii. cancel further instalments of the Contribution or a portion thereof;
 - iii. suspend the payment of the Contribution or a portion thereof for such period as the City determines appropriate;
 - iv. reduce the amount of the Contribution;
 - v. All payments made by the City to the Recipient shall cease as of the date of the Event of Default and the City may appoint any person or persons, including City employees, in the place and stead of the Recipient to perform the Program;
 - vi. The Recipient shall repay all unexpended payments made to the Recipient under this Agreement, calculated as of the date of the termination or suspension and any Contribution remaining in the possession or under the control of the Recipient;

- vii. The Recipient shall have no claim against the City except for such services rendered up to the date of the Event of Default; and
- viii. No damages or further compensation shall be payable by the City as a result of the termination or suspension of the Agreement;
- e. In the event of an Event of Default occurring and the right to terminate or suspend not being exercised, the City may take one or more of the following actions:
 - i. Provide the Recipient an opportunity to remedy the Event of Default;
 - ii. Suspend the payment of the Contribution or a portion thereof for such period as the City determines appropriate;
 - iii. Reduce the amount of the Contribution;
 - iv. Reallocate the Contribution or a portion thereof;
 - v. Cancel all further Contribution or a portion thereof; or
 - vi. Demand the repayment of the Contribution or a portion thereof.

12. Delivery of Program, By-Name List, Measurements and Monitoring

- a. The Recipient shall operate within the territorial limits of the City of Ottawa, and the beneficiaries of the Program shall be the residents of the City of Ottawa.
- b. The Recipient acknowledges that the City is required, by MMAH, to implement and maintain a By-Name List in accordance with the approach outlined in the Ontario Service Manager By-Name List 2022 (BNL 2022) Guidelines.
- c. The Recipient agrees to provide the City with the required information to complete its performance indicator reports and to maintain the By-Name List (“BNL”), details of which are set out in the Schedule(s) of this Agreement as well as the MMAH HPP Performance Indicator Reporting Guide and the Service Manager By-Name List 2022 Guidelines.
- d. The Recipient recognizes the objectives of the BNL and agrees to make reasonable attempts to obtain a client’s informed consent to be on the BNL, collect the required information and have protocols and practices in place to limit access to the information and ensuring the information is stored on devices that have appropriate security protections.

13. Governance

- a. The Recipient 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 Recipient’s organization;
 - ii. procedures to enable the Recipient’s ongoing effective functioning;
 - iii. decision-making mechanisms for the Recipient;
 - iv. procedures to enable the Recipient to manage the Contribution prudently and effectively.

- v. procedures to enable the Recipient to deliver the Program successfully;
 - vi. procedures to enable the Recipient to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
 - vii. procedures to enable the preparation and submission of all reports required pursuant to [Section 15](#); and
 - viii. procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- b. The Operator acknowledges and agrees to promote the City objectives as outlined in the City's Women and Gender Equity Strategy, and the principles identified by the Anti-Racism Secretariat when delivering the Program.

14. Inspection, Monitoring and Evaluation

- a. The City or persons authorized by MMAH, the City and INFC shall have the right at all reasonable times, upon prior notice to the Recipient, to inspect or otherwise review the Program being delivered and the premises where it is being delivered.
- b. The Recipient shall cooperate with MMAH, the City and/or INFC in the performance of any monitoring or evaluation of the Program which MMAH, the City and/or INFC may require, including without limitation, providing information, materials, data or such other documents or information as may be required, in the opinion of MMAH, the City and/or INFC, to conduct the monitoring or evaluation.
- c. At least once every five years during the term of this Agreement, the City will conduct a review of the Recipient and the Program which may include any of the following aspects: governance; management/leadership, financial processes, human resources management, collaboration in the homelessness service system and, at a minimum, client service delivery. Methods used in the review could include any of the following: review of written policies and procedures, interviews with directors, senior staff, program manager, finance officer, front-line staff, and clients. The content and depth of the review(s) will depend on a risk assessment done by the City that will include consideration as to which other oversight bodies or Funders are also monitoring the Recipient and/or the Program.

15. Reporting, Records and Audits

- a. The Recipient shall provide to the City, without request by the City and within the required timeframe, all of the documentation and reports described in the Schedules to this Agreement, including the City's, MMAH's or INFC's data requirements defined and set out in Table 5 of the Schedules, on a quarterly basis.
 - i. Reports shall be completed to the satisfaction of the City and signed on behalf of the Recipient by an authorized signing officer.

- b. The Recipient shall make available information that relates to its governance and shall notify the City, within thirty (30) days, of the resignation of a director of the Recipient or of any other change in the Recipient's Board of Directors.
- c. The Recipient shall keep, maintain and submit to the City all relevant documents, financial statements or information that MMAH, the City and INFC may request from time to time.
 - i. All financial records (including invoices) relating to the Contribution or otherwise to the Program shall be kept and made available in a manner consistent with generally accepted accounting principles.
- d. For the purposes of clarification or when specific issues arise, the City may require additional reports or documentation from the Recipient within a reasonable timeframe and the Recipient shall provide same.
- e. The Recipient acknowledges and agrees that the City may at any time require that a financial audit be conducted, at the complete expense of the Recipient, by a firm of practicing accountants. The purpose of the financial audit is to obtain, for the City, an independent opinion on the bookkeeping procedures and the state of the financial statements of the Recipient. In the event that the Recipient receives written notice from the City that the City requires a financial audit, the Recipient shall, within 5 business days of date of the notice, retain a firm of practicing accountants in Ottawa to conduct a financial audit of the Operator's bookkeeping procedures and the state of the financial statements and shall provide evidence of the retainer to the City. The City shall be provided with the independent opinion from the firm of practicing accountants retained by the Recipient within sixty (60) days of the date of the City's written notice to the Recipient that a financial audit be conducted.
- f. The Recipient shall keep and make available proper books of account and records of the financial management of the Contribution provided under this Agreement, in accordance with generally accepted business and accounting practices. Such records shall include all Program expenditures and Program revenues, including funding received from other sources and records supporting the value of any cash and in-kind contribution to the costs of the Program by the Recipient or by another source. The accounts and records shall include all invoices, receipts and vouchers relating to expenditures and revenues, concerning the Program, including funding received from other sources.
- g. The Recipient shall make its books, accounts and records available at all reasonable times for inspection and audit by MMAH, the City, its employees, agents, the City of Ottawa Auditor General, and INFC to ensure compliance with the terms and conditions of this Agreement, including the proper delivery of the Program and costs claimed by the Recipient as Eligible Program Costs.
- h. The Recipient authorizes MMAH, the City and INFC's its employees and agents, at all reasonable times, to inspect and copy any records, invoices and documents in the possession or under the control of the Recipient which relate to the Contribution or the Program and shall furnish MMAH, the City and INFC with such additional information as it may require with reference to such books and records.

- i. The Recipient shall provide financial statements as required in the Schedules to this agreement and identify the total actual expenditures incurred for this Agreement during each year in which the Agreement is in force. The financial statements shall show these expenditures either in separate accounts on a separate schedule or in a note to the financial statements, unless an exemption to this requirement is set out in the Schedules. The Recipient's projected expenses, listed in the Schedules, may include a provision for a contribution toward the cost of an audit of the Program expenditures.
- j. For the duration of this Agreement, the Recipient shall indicate by a note to the financial statement that the funds in the amounts set out in the Schedules have been provided for the Program, and that the Program is subject to the terms and conditions of this Agreement, unless an exemption to this requirement is set out in the Schedules.
- k. In the event the Recipient does not have audited financial statements, the City may require the Recipient to provide a financial review of its financial records as it relates to the Program and the Eligible Program Costs.
- l. Upon request, the Recipient shall provide the Auditor General of Canada, the Auditor General of Ontario or the City of Ottawa with any records, documents or other information pertaining to the utilization of the Contribution provided under this Agreement.
- m. The Recipient shall retain all such records that relate to the Program or the Contribution for not less than seven (7) years following the life of the Program.
- n. In addition to the above provisions, the Recipient shall, on twenty-four (24) hours prior written notice, give MMAH, its representatives and/or auditors free access to such staff, documents, books, records and accounts as may be determined by MMAH, its representatives and/or auditors, for the purpose of verifying the City's and/or the Recipient's compliance with the HPP Program. The Recipient agrees to provide MMAH, including its representatives and/or auditors, full cooperation and assistance with this process including responding to requests for clarification and/or explanations to questions. The Recipient acknowledges that MMAH may conduct an audit of the Recipient in any year. The Recipient agrees to provide MMAH with a copy of any report or document related to an internal audit conducted by the Recipient or by a sub-contractor on behalf of the Recipient or the City in connection with HPP Funding or this Agreement.
- o. The Recipient acknowledges and agrees that MMAH has the right to conduct operational reviews on twenty-four (24) hours prior notice to evaluate the effectiveness of the City's and the Recipient's operations and delivery of the HPP Program. The Recipient shall give MMAH, its representatives and/or other persons authorized by MMAH free access to such premises, staff, documents, books, records and accounts as may be determined by MMAH, its representatives and/or other persons authorized by MMAH, for the purpose of the operational review. The intent of the operational review is to work in partnership 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.

- p. To assist in respect of the rights provided for in this Section, the Recipient will disclose any information requested by the City, INFC or MMAH, any authorized representatives, or any independent auditor identified by the City, INFC or MMAH, and will do so in the form requested by the City, INFC or MMAH, any authorized representative, or any independent auditor identified by the City, INFC or MMAH, as the case may be.
- q. No provision of the Agreement will be construed so as to give the City, INFC or MMAH any control whatsoever over the Recipient's records.
- r. The rights under this Section are in addition to any rights provided to the Auditor General pursuant to Section 9.2 of the *Auditor General Act* (Ontario).

16. Indemnity and Liability

- a. The Recipient shall indemnify and save harmless His Majesty the King in right of both Ontario and Canada, His ministers, agents, appointees and the City of Ottawa including agents, employees and elected officials, (collectively, the "**Indemnified Parties**") from any claims, demands, losses, costs, charges, actions and other proceedings, made or brought against, suffered by or imposed upon the Indemnified Parties or its property in respect of any loss, damage or injury, including injury resulting in death, to any person or property directly or indirectly arising out of, resulting from or sustained by reason of negligence or otherwise of the Recipient, its employees, agents, volunteers, officers or directors.
- b. The Indemnified Parties shall not be liable to the Recipient or any other party in relation to the Contribution or the Program, including incidental, indirect, special or consequential damages, injury or any loss of use, revenue, or profit of the Recipient, and/or the services provided by the Recipient pursuant to the terms of this Agreement and the parties agree that the Recipient shall not be deemed an agent of the Indemnified Parties for any purpose under this Agreement. The parties agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them. The Recipient shall be solely responsible for the payment of any individuals employed, engaged or retained by the Recipient for the purpose of assisting it in the fulfilment of its obligations under this Agreement.

17. Insurance

- a. The Recipient must obtain and maintain, at its sole expense the following minimum insurance during the term of the agreement:
 - i. Commercial General Liability insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence for any negligent acts or omissions by the Recipient. Such insurance shall include, but is not limited to, bodily injury, death and property damage including loss of use; premises, property and operations liability; products and broad form completed operations liability; blanket contractual liability; cross liability; severability of interest clause; contingent employers liability; personal injury liability; owner's and Contractor's protective coverage; non-owned automobile liability; broad form property damage; employees as additional insured and occurrence

property damage. The policy shall be in the name of the Recipient and shall name the Indemnified Parties as an Additional Insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement.

- ii. If the Recipient is not required to be registered with the Workplace Safety and Insurance Board, the Recipient shall provide and maintain employer's liability and voluntary compensation insurance coverage as part of its commercial general liability insurance.
 - iii. **If funding is being provided for renovations to a building or real estate**, Property insurance providing All Risk/Broad Form coverage to insure the existing building and all improvement and/or renovation construction costs on a full replacement cost basis. Such insurance shall include, or be endorsed to include, permission for renovations, alterations and repairs.
 - iv. **Automobile Liability insurance** (if applicable) with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.
- b. Any Contractor or Professional Service Provider performing work or services in relation to the Program must provide and maintain, at their sole expense, the following insurance coverage:
- i. **Commercial General Liability** insurance issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence for any negligent acts or omissions by the Contractor/Professional Service Provider. Such insurance shall include, but is not limited to, bodily injury, death and property damage including loss of use; premises, property and operations liability; products and broad form completed operations liability; blanket contractual liability; cross liability; severability of interest clause; contingent employers liability; personal injury liability; Owner's and Contractor's protective coverage; non-owned automobile liability; broad form property damage; employees as additional insured and occurrence property damage. The policy shall be in the name of the Contractor/Professional Service Provider and shall name the Indemnified Parties and the Recipient as an Additional Insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement.
 - ii. For contractors/professional service providers installing door-locking systems, security cameras, or other security products or measures, the Commercial General Liability policy must not contain an exclusion for liability resulting from "Failure to Perform".
 - iii. Installation Floater providing All Risk/Broad Form coverage in an amount equal to the value of material (including labour) awaiting installation at the work site.

- iv. Automobile Liability insurance (if applicable) with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.
- v. Professional Liability insurance (if applicable) shall be provided by any professionals engaged in the Program, such as architects and engineers, for an amount not less than \$1,000,000 dollars. If such insurance is written on a claim made basis, the coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.
- c. The policies shall be endorsed to contain an endorsement to provide the City of Ottawa and the Recipient with 30 days' prior written notice of cancellation.
- d. Evidence of insurance, satisfactory to the City, shall be provided prior to the commencement of the Program.
- e. As determined by the City, the Recipient and/or Contractor/Professional Service Provider may be required to provide and maintain higher limits of insurance or additional coverage, which are related to the contract requirements.
- f. Any approval by the City of any of the Recipient's insurance policies shall not relieve the Recipient of any responsibility hereunder. Notwithstanding the insurance requirements set out in this Section, the Recipient shall carry all necessary and appropriate insurance that a prudent person carrying out a Program similar to the Programs would maintain.
- g. The insurance policies shall preclude subrogation claims by the insurer against anyone insured thereunder.

18. Requirements under the Workplace Safety and Insurance Act

- a. The Recipient shall pay to the appropriate board or commission all assessments and levies owing to the board or commission with respect to this Agreement, and any unpaid levies or assessments shall be the sole responsibility of the Recipient.
- b. Prior to commencing any work pursuant to this Agreement, the Recipient shall provide evidence to the City of compliance with the requirements of the Province of Ontario with respect to the *Workplace Safety and Insurance Act*, S.O 1997, c.16, Sch. A (the "**WSIA**").
- c. At any time during the term of this Agreement, the Recipient shall, when requested by the City, provide evidence of compliance by itself and its subcontractors with respect to the WSIA, and failure to provide satisfactory evidence shall result in payment being held by the City until satisfactory evidence has been received by the City.
- d. If the Recipient is not a Schedule 1 or Schedule 2 employer under the WSIA, and the Recipient has not been declared a Schedule 1 or Schedule 2 employer under the WSIA, the Recipient shall, within 30 days of execution of this Agreement, provide to the City evidence of compliance with the requirements of the WSIA including written evidence from the Workplace Safety and Insurance Board showing the following:

- i. that the Recipient is not a Schedule 1 or Schedule 2 employer, has not been declared a Schedule 1 or Schedule 2 employer under s. 74 of the WSIA and is not required to be registered under the WSIA; and
 - ii. that the Recipient has no unpaid levies, premiums or assessments under the WSIA.
- e. If the Recipient is not registered with the Workplace Safety and Insurance Board, then the Recipient hereby indemnifies and saves harmless the City for all benefits and payments of any kind that the City may be liable to pay as a result of any of the terms or provisions of this Agreement. The Recipient's employees, volunteers, officers, directors and agents shall not be deemed to be employees of the City for any purpose.

19. Requirements under the Occupational Health and Safety Act

- a. The Recipient shall be responsible, where applicable, for the health and safety of its workplace and for compliance with the provisions of the *Occupational Health and Safety Act*, R.S.O. 1990. c.O.1, as amended, and its regulations or any successor legislation (the "OHSA").
- b. So as to avoid any misunderstanding as to the extent of the Recipient's responsibility, the Recipient, by executing this Agreement, unequivocally acknowledges that it is an employer within the meaning of the OHSA.
- c. The Recipient shall give the required notices and comply with the laws and ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become in force during the delivery of the Program under this Agreement and which relate to the preservation of the public health and the health and safety.

20. Requirements under the Human Rights Code (Ontario)

- a. The Recipient shall operate, in all dealings with Program participants and staff, in accordance with the *Human Rights Code*, R.S.O. 1990, Chapter H.19, as amended.

21. Requirements under the Accessibility for Ontarians with Disabilities Act, 2005

- a. In carrying out the Program described in the Schedule(s) to this Agreement, the Recipient shall ensure that it implements such measures, policies, practices or other requirements of any and all accessibility standards to which the Recipient may be subject under the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, Chapter 11 and its regulations (the "AODA").
- b. The Recipient shall ensure that, if applicable, records of AODA training are maintained, including dates when training is provided, the number of employees and volunteers who received training and individual training records. The Recipient shall ensure that this information will be made available, if requested by the City.

22. Requirements under Privacy Legislation

- a. The Recipient acknowledges and agrees that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.56, as amended from time to time ("MFIPPA"), and that any information provided to the City in connection with this Agreement is subject to disclosure in accordance with the requirements of MFIPPA.

- b. The Recipient acknowledges that MMAH is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to MMAH in connection with the Program or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- c. The Recipient acknowledges that INFC is bound by the *Access to Information Act*, R.S.C., 1985, c. A-1 and the *Privacy Act*, (R.S.C., 1985, c. P-21 and that any information provided to INFC in connection with the Program or otherwise in connection with this Agreement is subject to disclosure in accordance with those statutes.
- d. The Recipient agrees to:
 - i. Preserve the *Personal Information Protections and Electronic Documents Act* (“**PIPEDA**”) compliance of all PIPEDA Protected Information transferred to it by MMAH or by MMAH through the City;
 - ii. Ensure the PIPEDA compliance of all PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
 - iii. Ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to MMAH or to MMAH through the City.

23. City Not an Employer of the Recipient’s Employees

- a. The Recipient, its employees, agents and volunteers are not and shall not be deemed to be employees of the City for any purpose.

24. Liaising Relationship and Communication of Information between the City and the Recipient

- a. A designated employee of the City’s Housing Services Branch (“**Program Coordinator**”) will act as a liaison officer to the Recipient for matters relating to this Agreement.
- b. The Recipient will extend an invitation to the Program Coordinator to attend each Annual General Meeting of the Recipient.
- c. The Recipient will act reasonably in informing the Program Coordinator about any new and significant matters related to this Agreement.

25. Communication and Recognition of Funders

- a. The Recipient shall make the details of the Program it provides available to the public.
- b. Unless otherwise directed by the City, the Recipient shall, in a form approved by the City, acknowledge the support of MMAH, INFC and the City of Ottawa in any publication of any kind, written or oral including publicity, communication activities, signage and information provided to the public on any web site maintained by the Recipient, relating to the Program using the statement provided below, or a modified statement as required by MMAH, INFC or the City:

The funded program has received funding support from the Ontario Ministry of Municipal Affairs and Housing, the Government of Canada and the City of Ottawa.

- c. The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the *Ontario Ministry of Municipal Affairs and Housing*, the Government of Canada or the City of Ottawa.
- d. The Recipient shall notify the City thirty (30) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient relating to the Program, and must obtain prior approval for the time, place, agenda, form and content of the announcement.
 - e. The Recipient shall cooperate with the City and representatives of MMAH and INFC during the first announcement of funding and in any subsequent official news release or ceremonies relating to the announcement or promotion of the Program.
 - f. The Recipient agrees to display any signs, plaques or symbols as MMAH and INFC may provide in such locations on its premises as MMAH and INFC may designate.
 - g. Notwithstanding anything to the contrary in this Agreement, the Recipient shall not make any public announcements of funding and shall defer all questions to the City for the first 60 (sixty) days following the date of signature of the Agreement by both parties.

26. Language of Service

- a. The Recipient acknowledges and agrees that it is required, in its role as a service provider providing a public service in connection with the Contribution in an area designated in the Schedule to the *French Language Services Act*, to ensure services are provided in both French and English.
- b. The Recipient shall:
 - i. Make Program-related documentation and announcements (for the public and prospective Program participants, if any) in both official languages where applicable;
 - ii. Actively offer and provide in both official languages any Program-related services to be provided or made available to members of the public, where appropriate;
 - iii. Encourage members of both official language communities, including official language minority communities, to participate in the Program and its activities; and
 - iv. Organize activities and provide its services, where appropriate in such a manner as to address the needs of both official language communities.
 - v. submit a report, to the City by May 1st in each year during the Funding Period, setting out whether the Recipient has complied with this Section of the Agreement. The report shall be provided in the manner requested by the City.

27. Licences and Permits for Program Activity and Compliance with Laws

The Recipient shall ensure that prior to the commencement of the Program, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the Program have been obtained by the Recipient, at the Recipient's own cost.

28. Notification

- a. Each notice under this Agreement shall be sent by email, hand delivery, courier or regular mail. Each notice shall be addressed as set out in Table 1 of Schedule A.
- b. Any notice under this Agreement shall be deemed to be delivered on the date when personally served, on the third day after the notice was mailed, or on the date that the individual to whom the notice is emailed provides confirmation by way of email to the sender.
- c. Despite [Section 28a](#), in the event of a postal disruption:
 - i. Notice by postage-prepaid mail will not be deemed to be given; and
 - ii. the Party giving Notice will give Notice by email, courier, or personal delivery.
- d. The addresses and individuals may be changed at any time by giving ten (10) days written notice.
- e. If the Recipient breaches any Program related agreement between it and the City, the Recipient shall immediately provide notice of the breach to the City.

29. Dispute resolution

- a. In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good faith attempt to settle the dispute.
- b. In the event the parties are unable to resolve the dispute through negotiations, the parties agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.
- c. Each party shall be responsible for the payment of its own expenses and costs in relation to any alternate dispute resolution process.
- d. The City and the Recipient agree that nothing contained in the subsection (a) shall affect or modify the rights of the City under [Section 11](#).

30. Conflict of Interest

- a. The Recipient represents that it has in place a satisfactory policy to prevent conflicts of interest in the management of the Contribution provided to it by the City, or will be developing a policy satisfactory to the City within the first three months of the Funding Period of this Agreement.
- b. The Recipient shall carry out the Program and use the Contribution without an actual, potential or perceived conflict of interest.
- c. For the purposes of this Section, a conflict of interest includes any circumstances where:
 - i. the Recipient; or
 - ii. any person who has the capacity to influence the Recipient's decisions or the delivery of the Program,
has outside commitments, relationships or financial interest that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Contribution, or both.
- d. The Recipient shall:
 - i. Disclose to the City, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - ii. Comply with any terms and conditions that the City may reasonably prescribe as a result of the disclosure.
- e. The Recipient and any of its administrators, directors, officers, employees, agents and volunteers shall *not accept* or *offer* gifts, hospitality or other benefits that could be construed as being given in anticipation of future special considerations or recognition of past consideration by the Recipient and any of its administrators, directors, officers, employees, agents and volunteers.

31. Accountability of Directors of the Recipient, Authorized Signing Officers and Authorization of Directors

- a. Each director of the Recipient has a duty to act honestly and in good faith with a view to the best interests of the Recipient and to exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances.
- b. The Recipient represents and warrants that it has the full power and authority to enter into this agreement and that it has taken all necessary actions to authorize the execution of this agreement including but not limited to passing an authorization of the directors of the Recipient as required under (i) the legislation under which the Recipient is incorporated and (ii) the Recipient's by-laws.

32. Amendment of Agreement

- a. This Agreement may be amended only by written agreement between the parties. No amendment of any of the terms or provisions of the Agreement shall be deemed valid unless it is in writing and signed by both parties.

- b. Notwithstanding the above, amendments to the Schedules may be made provided that the overall objectives of the Program and Activities described in the Schedules are not altered and consent to the changes has been provided in writing by duly authorized officers of both parties. Consent shall be evidenced in written format and may include electronic mail consenting to the changes.
- c. The Recipient acknowledges that MMAH may issue amended, updated and/or supplementary Program Guidelines and the INFC may issue amended Directives from time to time without the agreement of the City or the Recipient provided that the changes do not impose substantial additional liability on the Recipient. MMAH and INFC shall provide any such amended and/or updated Program Guidelines or Directives to the City who in turn will notify the Recipient by Notice.

33. Service System

- a. The Recipient is aware that the homelessness services system administered by the City's Housing Services is evolving in consultation among the City and the Homelessness Community Advisory Board and its sub-committees, as well as in response to City Council decisions on use of the funding and how the system is to be managed. By entering into this Agreement, the recipient is agreeing to support the changes in the service system as they evolve including: (i) actively collaborating with other service providers; (ii) adopting the required standardized methods including any coordinated system for client intake to programs that is administered by the City; and (iii) using any prescribed client-assessment and management systems such as HIFIS.

34. General

- a. This Agreement shall be binding on and enure to the benefit of the City, the Recipient and their respective successors and permitted assigns.
- b. The Recipient shall not assign the whole or any part of the Contribution without the prior written consent of the City, which consent may be withheld, acting in its sole discretion. Any funds assigned without the prior written consent of the City, shall be immediately repaid to the City.
- c. Any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction, shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
- d. 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 Recipient as partners of each other. The Recipient is not an agent, joint venturer, partner, or employee of the City, INFC or MMAH, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Recipient will in any agreement that it enters into in connection with its obligations hereunder require the other party to acknowledge that the Recipient is not an agent of the City, MMAH or INFC and cannot bind the City, MMAH or INFC. The Recipient

acknowledges that the City is not an agent of MMAH and INFC, and cannot bind either of them.

- e. Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provisions (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- f. The fact that the City refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this agreement or other applicable law.
- g. 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.
- h. Each of the parties agree to execute any additional documentation, or give such further assurances, as may be reasonably required in order to give effect to the spirit and intent of this Agreement.
- i. This Agreement, or notice thereof, may be publicly registered in such fashion as may be necessary to preserve or protect the interest of the City. Additionally, the Recipient acknowledges that the name of the Recipient, the amount of the Contribution and the general nature of the Program may be made publicly available by the City in accordance with the commitment to proactively disclose the awarding of grants and contributions.
- j. The Recipient 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.
- k. Time shall, in all respects, be of the essence in this Agreement.
- l. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the City of Ottawa, MMAH and INFC for the fulfillment of the obligations of the Recipient under the Agreement.
- m. If the Recipient 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 Recipient. The Recipient shall pay or return the amount to the City immediately unless the City otherwise directs. The City may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by MMAH or INFC, whichever is higher, on accounts receivable. If the Recipient fails to pay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Recipient by the City. To the extent any debt is owing by the Recipient under this Agreement in respect of a Program, that debt may be deducted from any debt owing by the City to the Recipient under this Agreement in respect of the same or any other Program or agreement with the City.

- n. This Agreement shall be governed by and construed in accordance with the applicable laws of Ontario and Canada, and all City By-laws and policies. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.
- o. The headings contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope, interpretation or intent of this Agreement.
- p. This Agreement, including its attached schedules, constitutes the entire Agreement between the parties.
- q. 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.
- r. The Recipient acknowledges having received a copy of the RH Agreement, the HPP Agreement and their respective Directives and Guidelines, under separate cover and agrees to comply with any requirement whether or not set out herein.
- s. The parties agree that there are no representations, warranties, covenants, agreement or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- t. Subject to any sections that provide for the early termination of this Agreement, this Agreement shall remain in full force and effect until the payment and performance in full of all of the Recipient's obligations under this Agreement.
- u. All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire. Additionally, the provisions in Sections [3](#), [7](#), [8](#), [11-13](#), [25, 26](#) and [31](#) shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.
- v. Nothing herein shall be deemed to create a partnership relationship.

35. Entire Agreement

This Agreement, including the Schedule to this Agreement, constitute the entire Agreement between the parties at the time this Agreement is entered into concerning the subject matter.

36. Counterparts

This Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

(signature page follows)

(Signature page to the Contribution Agreement)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the date below indicated.

CITY OF OTTAWA

Per: 

Paul Lavigne
Director, Housing Services

Date signed: Dec. 13, 2023

I have authority to bind the City of Ottawa

Approved for execution
STANDARD TEMPLATE
Per City Solicitor

OTTAWA SALUS CORPORATION

Date: January 17, 2024

Per: 

Name: Mark MacAulay

Title: President/CEO

I have the authority to bind the Corporation

Date: January 17, 2024

Per: 

Name: Janet Yale

Title: Board Chair

I have the authority to bind the Corporation

SCHEDULE A

Introduction of the HPP Logic Model

The HPP provides funding (inputs) to support Service Managers in implementing a variety of flexible, local approaches to the delivery of services and supports (outputs) aligned with three key goals (outcomes):

- 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.*

To achieve these goals (which are applicable to the HPP, RH and CHF), the Service Manager has entered into this Agreement with the Recipient. The Recipient’s roles and responsibilities, as well as budget and expected outcomes are set out herein.

1. Summary information

Table 1: Summary information about this Agreement

Agreement Number	24-H-16
Agreement Commencement Date	January 1, 2024
Termination Date for the services funded through this Schedule	Upon at least 30 days’ notice
Recipient’s Executive Director (ED)	Name of Chief Executive Officer: Mark MacAulay Address: 2000 Scott St, Ottawa, ON, K1Z 6T2 Email: mmacaulay@salusottawa.org
Recipient’s Principal contact, if different	Director: Joanne Cormack Address: 2000 Scott St, Ottawa, ON, K1Z 6T2 Email: jcormack@salusottawa.org
Required CGL insurance minimum amount	\$5,000,000
Agreements being superseded or replaced by this agreement	HHIP and SSH contracts number 16-HH-08, 14-S-01, 23-H-01 will be replaced by this contract as of January 1, 2024
City’s Notification Information	Director, Housing Services City of Ottawa 100 Constellation Dr., 8 th Floor East Ottawa, ON, K2G 6J8 housinglogement@ottawa.ca
City’s Principal Contact	Christina Boggia Program Coordinator, Housing Services 613-580-2424 Ext. 23866 Christina.boggia@ottawa.ca

Title of Funded Program	- Supports at Salus supportive housing buildings for adults (Shelters to Homes (S2H) and The ACE Program) - Supports for clients living in Ottawa Community Housing buildings at (1400 Lepage, 415 McLaren, 2651 Regina and 125 McLeod) (SSH)
Type of Program	Supports
Location of the Program	- Across all Salus supportive housing operations - Ottawa Community Housing buildings at 1400 Lepage, 415 McLaren, 2651 Regina and 125 McLeod
Client Populations Served	Adult, Youth over 16 and seniors of all genders, (Women, Men, Trans Women, Trans Men, Gender-Diverse people, etc.) Indigenous, Inuit, newcomers
Client Populations Prioritized	As stated above
How this funding allocation decision was made	The City has selected the Recipient, through a formal, open, and impartial and fair process, as one of the third parties to receive a portion of the Funding

2. Recipient information

Table 2 - Recipient information

Corporate name and Address	Ottawa Salus Corporation 2000 Scott St, Ottawa ON, K1Z 6T2
Corporation Number:	367811
Corporation Type:	Provincial Corp, Non-Share

3. Annual maximum amount of funding

The City shall pay the Recipient the eligible costs under this Agreement up to the maximum amount shown in Table 3 for the activities funded under the terms of this Agreement (“**Eligible Program Costs**”). The breakdown of the Eligible Program Costs for this Agreement is listed and described in Table 7. In Year 2, the maximum amount will be determined by the City, which will advise the Recipient, in writing, of the amount within one month following the finalizing of the City Budget for that year.

Table 3 - Annual maximum funding amount

Funding periods:	Jan to Dec 2024	Jan to Dec. 2025
	\$	\$
Re: Athlone (start up expenses, then occupancy June 1, 2024)	883,209+ 155,000 for design = \$1,038,209	1,444,497
Re: supportive housing buildings, contract 16-HH-08	766,604	829,355
Re: supports for clients living in OCHC, contract 14-S-01	359,661	366,854

Total operational funding:	2,164,474	2,640,706*
Re: Athlone rent supplements (starting June 1, 2024)	46,200	79,200
Total funding:	2,210,674	2,719,906

*This amount is subject to City Council’s annual approval of the incorporation of the Funding into the City’s annual budget for the year in which payment is to be made

4. Description of Program(s)

The Recipient shall use the funding which is the subject of this Agreement to provide the Program(s) described below in Table 4.

Table 4 – Service description, client description and notes on any capital funding

<p>Brief Program Description:</p> <p>The Recipient shall use the funding that is the subject of this Agreement to provide services described briefly as follows:</p> <p><u>1. Supports in OCH social housing (SSH):</u></p> <p>The Support Service Provider shall use the funding that is the subject of this Agreement for the following:</p> <p>a. Provide intensive case management and concurrent disorder services to identified residents primarily within four Ottawa Community Housing (OCH) locations (MacLaren Towers, Regina Towers, Lepage Manor, McLeod and Brooke Towers) These services will be provided in a manner that is integrated with the existing community development services that have three community development workers within four buildings. These community development workers are funded by MOHLTC. The City of Ottawa acknowledges that, in the event of withdrawal of MOHLTC funding, the City of Ottawa, Ottawa Salus and Ottawa Community Housing will work together to develop an alternative service delivery plan.</p> <p>b. Employ and supervise staff with demonstrated expertise and experience in working effectively with chronically homeless people and / or individuals with a history of homelessness who have complex needs and who suffer from severe, persistent mental health issues and substance use health issues.</p> <p>c. Additionally, the Support Service Provider may provide service to other individuals living in buildings occupied by clients of this program, who are in need of supports that the Support Service Provider is able to provide, in order to avoid stigma to Supports in Social Housing clients and to increase the stability of the housing environment.</p> <p><u>2.Supports at Salus Housing locations(Shelters to Homes):</u></p>

The Recipient will use operating funding through this agreement to provide comprehensive housing support services to individuals living with serious mental illness, addictions (incl. concurrent disorders) transitioning from the emergency shelter system.

Continuous outreach and intake services will be offered in addition to Supportive Housing provided to **46 individuals within Salus’ housing portfolio, including the 1490 Clementine and 930 Gladstone locations**. Based on Salus’ Supportive Housing Model, the maximum building saturation target of individuals transitioning from the Shelter system is 25% (with the exception of Athlone’s ACE Program). The Recipient’s housing, in combination with support services such as community development, mental health support (offered by trained intensive case managers) and housing coordination services (offered by trained clinicians) will provide a stable environment where people can become part of a community and be supported in their journey to independence. This wrap-around client-centered approach ensures housing stability and breaks social isolation, resulting in higher levels of mental health. The Recipient will enhance essential services with in-house specialized programs in addictions, recreology and psychosocial rehabilitation.

The program will subscribe to the key principles of a Housing First approach as follows:

- minimizing barriers to entry (i.e., ensuring potential residents are not denied access due to their lifestyle)
- individualized service planning respecting client choice; Intensive Case Management 1:12 staff to client ratio (46 housed & 2 shelter outreach/intake).
- Scattered Site Model where Saturation levels dictate on-site support staffing levels as follows:

# of onsite Community Development Staff	Saturation Target
0	Less than 20% (Pathways HF Target)
1	20-25% (Salus HF Target)
2	More than 25 %

- few to no pre-conditions to determine readiness for housing (such as abstinence or participation in mental health or substance use health programming)
- high tolerance for disruptive behaviors in order to prevent evictions to homelessness.

3.Supports at Athlone (The ACE Program):

This program will provide “housing with supports” to people assessed and referred through the City’s Homelessness Services Coordinated Access function.

The Recipient will use the operating funding provided through this Agreement to provide comprehensive on-site housing support by a multi-disciplinary team using an assertive community engagement approach to vulnerable adults living in the Recipient's supportive housing facility at 313 Athlone in 44 "bachelor units", which have their own bathroom and kitchen with single occupancy. The program's philosophy will be client-driven and strengths-based, respecting the tenant's right to self-determination, and emphasizing individual choice, harm reduction, health promotion and recovery.

Each client will sign a tenancy agreement and pay rent to the Recipient equal to the maximum shelter portion of the Ontario Disability Support Program. A City rent supplement will be provided for 11 of the 44 tenancies to bridge the gap between CMHC's Average Market Rent and the maximum ODSP shelter portion paid by the resident and will be paid directly to the recipient. In addition to these 44 individuals, 10 individuals will be housed in existing scattered Salus housing with Case Management support services funded by the City through agreement 16-HH-08 as amended in September 2023.

For residents on OW, their rent will be set at the maximum shelter portion of their income source.

For residents with non-benefit income source(s) (Employment, CPP, OAS, Gains, EI, Etc.), the rent would be calculated based on 30% of their income up to the CMHC AMR for their unit.

The program endeavors to transition all eligible clients to ODSP and to seek and maximize their financial benefits for all governmental sources. With prior approval from the City, on a case-by-case basis, the City will also pay directly to the recipient, a rent supplement to bridge the gap for any tenant whose rent is calculated below the ODSP maximum shelter based on their income source.

Services:

Services will be provided in both English and French.

The program will subscribe to the key principles of a Housing First approach as follows:

- Minimizing barriers to entry (i.e. ensuring potential residents are not denied access due to their lifestyle)
- Individualized service planning respecting client choice
- Few to no pre-conditions to determine readiness for housing (such as abstinence or participation in mental health or addictions programming)
- High tolerance for disruptive behaviors in order to prevent evictions to homelessness.

The services to be provided are described as follows:

- This housing, in combination with 24-7 onsite support services, will be delivered by a multi-disciplinary team and will provide a stable environment where people

can become part of a community and be supported in their journey to independence.

- Minimum supports for residents will include one meeting per week with a primary worker.
- Supports will be designed to improve housing stability, social and community integration, and participation in employment, educational and volunteer opportunities and activities.
- Supports will include individual support services by a primary worker, group activities and recreational programming provided on site by Salus' ACE Team.
- Essential services will be enhanced through partnerships such as with Psychiatric Survivors of Ottawa, Rideauwood Addictions & Family Services, Centretown Community Health Centre, the Canadian Mental Health Association (CMHA) and Causeway Work Centre.
- Support staff will be on site 24/7 to provide both supports and security. A minimum of two staff people will be available at all times.
- Residents will sign a program participation agreement through intake phase, followed by a separate tenancy agreement and pay rent, calculated at \$522 which will never be more than the amount paid by a client in the Ontario Disability Support Program.
- The 44 permanent housing units will operate in accordance with the Residential Tenancies Act.

Client description:

1.Supports in OCH social housing:

Single adults, youth men (and gender-diverse people) and youth women (and gender diverse people) over the age of 16, either currently residing in social housing named above who have a history of chronic homelessness and who require ongoing intensive support to retain housing; or

- Eligible for the Social Housing Priority status for Supports in Social Housing clients with a history of chronic homelessness and who require intensive support to access and retain housing.
- Clients who have severe, persistent mental health issues and/or substance use.

2.Support in Salus Housing (Shelters to Homes):

This program will work with single adults and youth men (and gender-diverse people) and youth women (and gender diverse people) over the age of 16 who are living with a severe and persistent mental illness, substance use, cycles of hospitalization, experiencing homelessness with moderate acuity and who require ongoing intensive support to access and retain housing. Eligible individuals must have been living in the Ottawa shelter system for over six months and have a minimum history of two years of chronic homelessness. Supportive Housing providers are required to maintain a 30% resident ratio for Indigenous Housing placements. Supportive Housing providers without

a **30% Indigenous client ratio** must ensure all newly available units are offered to Indigenous clients until the required ratio is achieved.

3.Support at Athlone:

Clients will be single adults and youth men (and gender-diverse people) and youth women (and gender diverse people) over the age of 16 who are living with a severe and persistent mental illness, substance use, cycles of hospitalization, experiencing homelessness and who have been referred through the City's Coordinated Access function. Supportive Housing providers are required to maintain a 30% resident ratio for Indigenous Housing placements. Supportive Housing providers without a 30% Indigenous client ratio must ensure all newly available units are offered to Indigenous clients until the required ratio is achieved. Unless otherwise agreed to by the City, eligible individuals must have been living in the Ottawa shelter system for over 6 months, have a minimum history of two-years of chronic homelessness, are living with a severe and persistent mental illness, addictions, cycles of hospitalization, and who require ongoing intensive support to access and retain housing. It is agreed that internal transfers or referrals made to the provider by 3rd party housing partners of clients at risk of losing their existing housing, who meet the mandate of the program may be eligible for the program, subject to City approval, should the approval result in avoiding future cycles of homelessness for the client in question. When accepting a client from an internal transfer to the ACE program, the recipient agrees to fill the vacancy caused by the internal transfer with a new client chosen from the Coordinated Access List. Unless doing so does not result in a vacancy (ie: unit trade). The City agrees to support Salus with maintaining a 25% building saturation target of moderate to high acuity clients and will allow flexibility with regard to selection of clients placed from the Coordinated Access List. This 25 % saturation target does not apply for the ACE program.

Capital funding: For supportive housing projects constructed through the Federal Rapid Housing Initiative and the Action Ottawa program

1490 Clementine

The capital funding to develop the 42 self-contained bachelor units at 1490 Clementine Blvd was provided earlier through the City, from the Investing in Affordable Housing Program (IAH). IAH funding *does not* impose a requirement to use the Social Housing Registry in assigning units to tenants of this project. IAH funding *does* contain rules with regard to the maximum rental charges to tenants and other matters and requires the Recipient to submit required reports to the City over a specified number of years. The Recipient agrees to continue meeting the requirements of its IAH contract.

Athlone

The Recipient agrees to continue meeting the requirements of its capital funding contract for Athlone. The City has selected the Recipient through an affordable housing allocation process for capital funding for the development of 54 units at 56 Capilano that also contemplated ongoing operational funding. The recipient's proposal for a purpose-built development, designed for "aging in place" for those with minimal support needs,

did not address the City’s homelessness priority: to house 54 long-stay shelter clients with moderate to high support needs.

Concurrent to the capital funding negotiations, a flood resulting in an empty facility at the recipient’s 313 Athlone location provided an opportunity for the priorities of both parties to be met resulting in greater supportive housing impact in Ottawa. The parties worked together to develop a plan that would allow the Capilano project to be developed as originally proposed by the recipient: it will house people and populations who are vulnerable, who meet the objectives of RHI, the mandate of the recipient, who have low to moderate support needs, and who would benefit from a facility designed for Aging in Place. The City will provide the capital contributions for the Capilano project with the recipient providing the support services for those who live there.

The second part of the plan achieves the objective of housing long-stay shelter clients. The Recipient will house an additional 54 individuals of moderate to high acuity within its existing housing portfolio, as follows: Forty-four individuals at 313 Athlone Avenue with City-funded support services (agreement 24-HH-18). And the remaining 10 individuals will be housed in existing scattered Salus housing with Case Management support services funded by the City (agreement 16-HH-08 as amended in September 2023).

5. Activities and Statistical Reporting

Table 5 displays the City’s expectations of the Recipient during the term of this Agreement as they relate to activities and service targets under the Programs.

Table 5 - Activities and statistical reporting

Service Activities
<p><u>1.Support in OCH Social Housing (SSH):</u></p> <p>1. Screening of <i>in situ</i> tenants: On referral, and in collaboration with the individual’s current service providers and social housing provider, engage and screen potential clients for eligibility, service suitability and for demonstrated need for intensive housing supports.</p> <p>2. Intake and Assessment will include the following:</p> <ul style="list-style-type: none"> • Using a case management approach, engage clients and assess the housing support needs of potential and new clients, using accredited / standardized tools • Working with the client, develop an individualized service plan with realistic goals to resolve issues that may lead to homelessness <p>3. Housing Loss Prevention Services, including the following: The Support Service Provider will:</p> <ul style="list-style-type: none"> • Provide the following range of supports to ensure clients retain their housing unit: <ul style="list-style-type: none"> ○ Provide individualized, intensive case management and service coordination to achieve the goal of ensuring that clients have a successful tenancy ○ Offer a continuity of services including psycho-social assessment for risks and protective factors, housing and practical supports, life skills training and community

reintegration activities, education, training and employment activities, and activities to prevent housing loss

- Make referrals for necessary additional supports such as: concurrent disorder treatment, addictions related services, mental health services, etc.
- Ensure the client has access to services that foster community integration, strengthen personal support networks, and enhance life skills such as paying rent, supports to daily living, including housekeeping, pest control, etc.
- Provide crisis intervention
- Provide and thoroughly explain information about landlord and tenant rights and responsibilities
- Monitor and adjust, as necessary, individualized service plans to ensure realistic goals
- As appropriate and with the involvement of the client, develop discharge plans with graduated step-down activities, as part of the service plan
- Refer clients with rental arrears to the appropriate resources e.g. Social Services (housing benefits), trusteeship services, and Entraide budgétaire (which provides service in both official languages).

6. Collaboration

- Collaborate with other community agencies, networks and stakeholders to share information about the clients and the service system in order to problem solve, identify emerging issues, analyze data and coordinate services
- Participate in research and evaluation activities

2.Support in Salus housing (S2H):

Program objectives (46 individuals):

- To transition 46 individuals from the emergency shelter system to succeed and stabilize in a supportive residence (42 associated with IAH Capital Clementine Agreement + 4 additional added in 2022 associated with City’s Case Management Investment).
- To provide supports addressing key life domains: health, housing, finances and recovery
- To connect individuals with income assistance
- To address primary mental and physical health care needs
- To provide direct support, and coaching in tenancy skills
- To promote the successful reintegration of long-term emergency shelter clients into the community by providing a stable, structured living environment for tenants while they work toward self-identified goals in the areas of financial security, employment, vocational upgrading, mental health, reduced harm from addictions and other lifestyle issues, and community integration by connecting to pro-social and recreational community supports
- To decrease clients’ use of emergency shelters and hospitals and reduce the number of interactions with police and other emergency medical services

Activities related to intake and assessment of new clients (2 individuals):

- Assess residents as negotiated and referred through the Housing First (HF) Coordination function,

- Implement a referral process for community agencies, in conjunction with the City, to identify clients suitable for the S2H Program who meet the criteria as identified by the City (long stay shelter user)
- Commence pre-engagement activities to connect with prospective tenants to gauge interest and readiness to choose a supportive housing option.
- Undertake agency-specific housing and program intake and assessment protocols
- Develop an understanding of the tenant's needs based on the results of assessments (with consent), and based on consultation with people familiar with the client such as emergency shelter staff, street outreach staff, Children's Aid Society, Canadian Mental Health Association (CMHA), Ottawa Inner City Health, hospital and prison discharge planners, etc.
- Enter into a contract with tenants to confirm their intention to engage in services and maintain a sustainable tenancy
- Provide an orientation to engage new residents and welcome them to the supportive housing community

Activities related to individual goal/support planning:

- Develop a client-directed goal and service plan that will address basic needs, relationships, daily activities, life skills, social and community integration, risk and crisis triggers, managing tenancy, and economic and wellness opportunities
- Planning should include graduation from the supports and/or the supportive housing if the tenant identifies a future move to more independent living as a goal and has the potential to successfully live independently in the community with lighter supports
- Administer the Ontario Common Assessment of Need (OCAN). Share pertinent information with the City (e.g., the educational status, employment status, general and psychiatric hospitalizations, legal status and primary source of income)
- Administer the Service Prioritization Decision Assistance Tool (SPDAT) at specific intervals as negotiated with the City to measure changes in acuity, share results to discuss client progress

Ongoing supports to be provided by the Recipient's staff

- Primary health care support
- Mental health care support
- Community services referrals
- Crisis counselling
- Tenancy skills coaching
- Ongoing housing support
- Financial and employment supports
- Support tenants in applying for ODSP
- Develop the client's natural supports
- Positive connections
- Social Inclusion activities (movie nights, collective kitchens, gardening, music)

Salus Supportive Housing Service Model

- Community Development

Onsite support and assistance with community stabilization and re-integration, independent living skills and crisis intervention.

- **Mental Supports Within Housing (Intensive Case Management 1:12 staff/client ratio)**
To provide long-term community-based mental health services that are individualized, client-centered and flexible
- **Housing Coordination**
Establishment and stabilization of tenancies through eviction prevention and accommodation strategies.
- **After Hours Services:**
Property Emergency On-Call Service for Tenants of Salus Housing: Hours of service outside of business hours (Monday to Friday, 4:30 p.m. to 8:30 a.m., holidays and weekends). The on-call service is run by clinical, residentially based staff, trained at distinguishing between a property emergency and a mental health emergency presenting as a property issue.
- **Salus Value-added Partnerships**
 - o CMHA: Clients can access a range of services offered by CMHA including concurrent disorder treatment groups, smoking cessation groups and primary health care services.
 - o Causeway Work Centre: Employment Services
 - o Rideauwood Addiction consultant services on site.
- **Value Added Services**
Recreology – Recreation and leisure activities with a focus on social inclusion
Psycho-social rehabilitation – Intensive recovery-oriented program promoting the development of strengths and capacities

REQUIRED ACTIVITIES

The individuals to be housed by Salus will be offered a Salus supportive housing unit within its housing portfolio, including units at 930 Gladstone and 1490 Clementine Blvd, while receiving mental health supports offered by trained intensive case managers. Housing offers in future will work towards establishing and maintaining a 25% S2H saturation level in any given building.

Ongoing – The funding from this agreement will be used by Salus to provide the intensive case management supports described herein to 48 S2H clients (two through outreach and 46 housed within Salus’ housing portfolio) at any one time and onsite support services to the 42 residents of 1490 Clementine Blvd (Current S2H saturation level is 50%).

Collaboration with Other Service Providers:

- Participation in case conferencing with other service providers, as appropriate, including as part of the Housing First Coordination function.
- Connect with external resources to support client needs; and establish a referral system that will streamline access and information sharing.

- Collaborate with other community agencies and stakeholders to share information, resolve problems, identify emerging issues, analyze data and coordinate services.

3.Support at Athlone:

Program objectives

- To transition 44 individuals from the emergency shelter system to succeed and stabilize in a supportive residence.
- To provide supports addressing social determinants of health i.e.: housing, finances and recovery.
- To connect individuals with income assistance.
- To address primary mental and physical health care needs.
- To provide direct support and coaching in tenancy skills.
- To promote the successful reintegration of long-term emergency shelter clients into the community by providing a stable, structured living environment for tenants while they work toward self-identified goals in the areas of financial security, employment, vocational upgrading, mental health, reduced harm from substances and other lifestyle issues, and community integration by connecting to pro-social and recreational community supports.
- To decrease clients' use of emergency shelters and hospitals and reduce the number of interactions with police and other emergency medical services.

Intake of clients:

In order to have unhoused clients ready to take up Salus units when they become available, Salus staff will be working with two individuals at any one time who are currently unhoused to prepare them to take upcoming vacancies in Salus housing, as follows:

- Assess residents as negotiated and referred through the Housing First (HF) Coordinated Access function.
- Implement a referral process for community agencies, in conjunction with the City, to identify clients suitable for the ACE Program who meet the criteria as identified by the City (chronically homeless individuals).
- Commence pre-engagement activities to connect with prospective tenants to gauge interest and readiness to choose a supportive housing option.
- Undertake agency-specific housing and program intake and assessment protocols
- Provide an orientation to engage new residents and welcome them to the supportive housing community.
- Enter into a program accommodation agreement, for a private apartment with dedicated kitchen and bathroom, with tenants to confirm their intention to engage in services and maintain a sustainable tenancy.
- Move in and housing stabilization support with a goal to understanding the tenant's needs. This is based on the results of assessments (with consent) and unit inspections, and based on consultation with people familiar with the client such as emergency shelter staff, street outreach staff, Canadian Mental Health Association (CMHA), Ottawa Inner City Health, hospital, and prison discharge planners, etc.

Formalize tenancy agreement:

- (a) Filling vacancies that arise after the building's initial occupancy:

During the initial period of populating the building with residents and all subsequent residents must be referred to the program through the City's Coordinated Access Function. Please refer to "client description/ beneficiaries" section for further details on exceptions subject to City approval. **The Recipient will contact Coordinated Access when a vacancy becomes available.**

Supportive Housing providers are required to maintain a 30% resident ratio for Indigenous Housing placements.

- (b) The Recipient's process for filling a vacant unit will include the following steps:
- The Recipient will notify the City's Coordinated Access Function of any upcoming or current vacancies on the earliest possible date
 - Assess potential residents for their suitability for the program
 - Notify the Coordinated Access Coordinator, as appropriate, once a potential resident has been selected
- (c) Once residents have been accepted:
- Undertake agency-specific intake and assessment protocols.
 - Develop an understanding of the tenant's needs based on the results of assessments (done with client's consent), and based on consultation with professionals familiar with the client such as emergency shelter staff, street outreach staff, Canadian Mental Health Association (CMHA), Ottawa Inner City Health, hospital and prison discharge planners, etc.
 - Enter into a contract with tenants to confirm their intention to engage in services and maintain a sustainable tenancy.
 - Ensure the mandatory direct payment of rent
 - Provide an orientation to engage new residents and welcome them to the supportive housing community

Individual goal/support planning

- Develop a client-directed goal and support plan that will address safety, basic needs, relationships, daily activities, life skills, social and community integration, risk and crisis triggers, managing tenancy, and economic and wellness opportunities.
- Planning should include graduation from the supports and/or the supportive housing if the tenant identifies a future move to more independent living as a goal and has the potential to successfully live independently in the community with lighter supports.
- Administer the OCAN and other assessment tools as appropriate. Share pertinent information with the City (e.g., the educational status, employment status, general and psychiatric hospitalizations, legal status and primary source of income)

Ongoing supports to be provided by the ACE Team:

- Primary health care support
- Mental health/Substance Use health support
- Community services referrals
- Crisis counselling
- Activities of Daily Living and Tenancy skills coaching
- Ongoing housing support
- Financial and employment supports
- Support tenants in applying for ODSP
- Develop the client's natural supports
- Positive connections
- Social Inclusion activities (movie nights, collective kitchens, gardening, music)

Salus' Assertive Community Engagement (ACE) Team Model

ACE is an integrated team-based approach designed to provide comprehensive housing-based supports to individuals with medium/high support needs leaving homelessness. The ACE team model combines a traditional supportive housing with an evidenced based Assertive Community Treatment team approach.

Salus' ACE team is designed for a dedicated permanent housing community serving clients with the most acute needs and provides 24/7 support on an ongoing basis.

This team consists of a program manager, support workers, housing coordinator, recreologist, health care providers (Nurse, Substance Use Health specialist) and peer support workers.

The following are characteristics of Salus' ACE team:

- A multi-disciplinary team of professionals that provides wrap-around service directly to the client and the building community as a whole.
- Support staff is available 24/7 and provide real-time support.
- The ACE team meets regularly with the client and with each other (daily).
- The team works on-site, often meeting clients in their homes.
- The staff to client ratio is generally 1 ACE team per 40 or 44 clients.
- Services are offered on a time-unlimited basis, guided by recovery-based service plans, with transfers to lower/higher intensity services and housing as appropriate.

Salus Purchase of Service

- Rideauwood Addictions & Family Services for Substance Use health counselling and education services on site.
- Psychiatric Survivor Ottawa for Peer support services

Collaboration with Other Service Providers:

- Participation in case conferencing with other service providers, as appropriate, including as part of the Housing First Coordinated Access function.
- Connect with external resources to support client needs and establish a referral system that will streamline access and information sharing. External resources such as:
 - Centretown Community Health Centre for health care services.

- CMHA: Clients can access a range of services offered by CMHA including concurrent disorder treatment groups, smoking cessation groups and primary health care services.
- Causeway Work Centre for employment services.
- Collaborate with other community agencies and stakeholders to share information, resolve problems, identify emerging issues, analyze data and coordinate services.

Gathering info and reporting to the City on activities, client characteristics and services provided

To support the Coordinated Access and homelessness service systems, and to support the City’s reporting to senior Funders, the community and City Council, the agency will comply with the City’s requirements to record and report information on program activities, clients and service statistics as outlined by Housing Services. The Recipient will:

- Enter all required data related to housing and homelessness supports into HIFIS or manual reporting forms as directed by the City.
- Maintain records and submit accurate and complete financial, statistical data reports and case management information to the City as scheduled in Milestone Table 6, including narrative information.
- Respond to periodic requests from the City for information on emerging trends, client issues, etc.
- Report to the City any disruptions in services funded by this Agreement as they occur.
- Report barriers to client service to the City as soon as they are evident.
- Report to the City any staffing changes or disruptions in services funded by this Agreement as they occur

6. Documentation requirements and payment schedule

- a) The amount of funding shall be paid in accordance with Table 6, which outlines this Agreement’s milestones, i.e. the deliverables required by the City from the Recipient, and the amounts of the anticipated advance payments.
- b) The City reserves the right to pay less than the amount of any payment amount shown on the Milestones Table if the Recipient’s previous statement of actual eligible expenses indicates that program expenses have been lower than anticipated in the budget shown in Table 7.
- c) The City shall pay the Recipient the actual eligible expenses for the activities described in this Agreement, up to the maximum amount shown in Table 3. Funds shall not be released unless the specified conditions listed in Table 6 have occurred to the satisfaction of the City.
- d) Upon written consent from the City, which consent may be withheld at the City’s sole discretion, amounts not spent in one financial reporting period may be carried forward to other periods within the same funding year. The City shall not unreasonably disallow the carrying forward of funds within a funding year.
- e) Unless otherwise agreed to, in writing, by both parties, the Recipient shall use the funds provided under this Agreement solely for the Program(s). Therefore, if the actual costs of the

described activities are less than the amount stated in this Agreement, the Recipient shall be reimbursed by the City for only the expenses incurred for the Program(s).

- f) If the actual costs of the program(s) exceed the contracted amount, these excess costs must be borne by the Recipient. The Recipient shall not submit a statement of actual eligible expenses that includes any amounts exceeding the total contracted amount.
- g) The Recipient shall notify the City of any overpayments, unexpended balances, and disallowed expenses and shall repay these to the City, upon request.
- h) The Recipient shall submit periodic statements of actual eligible expenses to the City based on Table 6 and shall provide sufficient details of the services rendered.
- i) Payments made under this Agreement that are subsequently disallowed shall be paid back to the City. Until these funds are paid, they shall be debts due to the City.
- j) The deliverables required by the City to administer this Agreement, and payments to be made upon receipt of the applicable deliverables are detailed in Table 6.
- k) Definitions, for the purposes of the Milestones Table:
 - i. **“Stats” refers to the Services Statistics Reporting required** by the City to be entered into HIFIS ongoingly and/or entered on manual reporting forms and submitted quarterly to the City by the Recipient, as directed by the City. This reporting provides statistical information relating to the Funders’ required service data, and certain narrative information. The City shall advise the Recipient from time to time of the format and types of data and information to be collected by the Recipient and submitted to the City.
 - ii. **“SAEE” refers to the Statement of Actual Eligible Expenses** which is a financial statement of the actual eligible expenses incurred by the Recipient during each year of the Agreement, submitted quarterly in a format prescribed by the City, which includes the line-by-line Table 7 budget, the cumulative line-by-line expenses for each quarter of the current year, and a column for accumulated expenses to date. On the second-last report of each year, the SAEE must also include a column showing the projected expenses for each line, to the end of the current funding year (fiscal or calendar, as applicable). Any expenses exceeding the maximum funding amount will not be reimbursed. Each submitted SAEE must show any relevant explanatory notes related to the current period and previous periods.

Table 6 - Milestones Table

DATE	Calendar year: MILESTONES REQUIRED BEFORE EACH PAYMENT	Calendar 2024 Payments
	1. This Agreement is signed in full.	
January 15, 2024	Recipient submits the following, to the satisfaction of the City: 2. SAEE for Oct/Nov/Dec of previous year. (If the funding amount for the previous year was under-spent (“slippage”), the amount of the slippage will be adjusted on the April payment.) 3. Stats for Oct/Nov/Dec of previous year (as applicable).	14-S-01: 89,915 16-HH-08: 181,148 23-H-01: <u>155,000</u> 23-H-01 <u>220,802</u> 646,865 (zero for rent supplements in Q.1)
April 10, 2024	4. Advance payment from the City, subject to adjustments	Operational: 505,869 Rent suppl. 15,400

DATE	Calendar year: MILESTONES REQUIRED BEFORE EACH PAYMENT	Calendar 2024 Payments
April 15, 2024	Recipient submits the following, to the satisfaction of the City: 5. SAEE for Jan/Feb/Mar for 6. Stats for Jan/Feb/Mar	
July 15, 2024	Recipient submits the following, to the satisfaction of the City: 7. SAEE for April/May/June 8. Stats for April/May/June (as applicable)	
Aug. 15, 2024	9. Advance payment from the City, subject to adjustments	Operational: 505,870 Rent suppl. 15,400
Oct. 15, 2024	Recipient submits the following, to the satisfaction of the City: 10. SAEE for July/Aug/Sept 11. Stats for July/Aug/Sept (as applicable) 12. Proof of adequate insurance 13. Proof that corporation is exempt from WSIB or is in good standing with WSIB 14. Proof of the corporation's ongoing status as a corporate entity in good standing 15. The Recipient's audited financial statement for the previous year. 16. A list of the corporation's Directors and their titles on the Board 17. A copy of the properly signed minutes of the previous year's Annual General Meeting. 18. A copy of the corporation's current organizational chart.	
Nov. 15, 2024	19. Advance payment from the City for the balance of the calendar year, subject to adjustments.	Operational: 505,870 Rent suppl. 15,400
December 15, 2024	20. Recipient submits an email to the City's Program Coordinator identified in Table 1 above, stating the predicted estimated amount of under-spending ("slippage"), if any, to December 31 st .	
	Maximum funding for calendar year:	Operations: 2,164,474 Rent suppl.: \$46,200
Jan. 10, 2025	21. Advance payment from the City for the first quarter of the next funding year, subject to adjustments	Operational: 660,176 Rent suppl. 19,800
Jan. 15, 2025	Recipient submits the following, to the satisfaction of the City: 22. SAEE for Oct/Nov/Dec. (If the funding amount for the previous year was under-spent ("slippage"), the amount of the slippage will be adjusted on the April payment.) 23. Stats for Oct/Nov/Dec of previous year (if applicable)	n/a

7. Budget and Eligible Program Costs

The costs set out in Table 7 are Eligible Program Costs for the purposes of this Agreement.

Table 7 – Budget - Eligible Program Costs

Expense Type & Breakdown	2024 Budget	2025 Budget
Salaries and Benefit Costs – Breakdown & Description:		
Position Title: Support Worker. Salary Range: \$ 52,525 to \$ 60,042. Number of FTE's 6	210,147.00	360,251.00
Position Title: Night support worker. Salary Range: \$39,803 to \$45,045. Number of FTE's 4	105,105.00	180,180.00
Position Title: Registered Nurse. Salary Range: \$ 92,000 to \$ 100,100. Number of FTE's 1	58,392.00	100,100.00
Position Title: Relief worker. Salary Range: \$ 39,803 to \$45,045. Number of FTE's 1	26,277.00	45,045.00
Position Title: Program Manager. Salary Range: \$79,680 to \$91,109. Number of FTE's 1.9	174,196.00	174,196.00
Position Title: Housing Coordinator. Salary Range: \$62,335 to \$72,545. Number of FTE's 1.6	85,845.00	116,072.00
Position Title: Case Manager. Salary Range: \$61,735 to \$ 70,543. Number of FTE's 8	524,107.00	564,344.00
Position Title: Community Developer. Salary Range: \$52,525 to \$ 60,042. Number of FTE's 1	60,042.00	60,042.00
Position Title: Recreologist. Salary Range: \$60,497 to \$ 69,124. Number of FTE's 0.5	20,161.00	34,562.00
Benefits (or include with salaries)	260,418.00	392,350.00
Sub-Total Salary Costs	\$1,524,690.00	\$2,027,142.00
Program Costs – Breakdown & Description:		
Peer support Contract	40,131.00	70,172.00
Substance use health councillor	29,260.00	51,163.00
Cell phone / Communications	7,930.00	10,050.00
Tenant Activities and Breakfast Program	39,454.00	58,350.00
Program Expenses	25,903.00	29,886.00
Bus Tickets	15,134.00	17,730.00
Value Added Services (Rec and 24/7 on call)	46,397.00	47,418.00
One-time funding: Equipment	16,000.00	0.00

Expense Type & Breakdown	2024 Budget	2025 Budget
One-time funding: Office and Program Furniture	25,000.00	0.00
One-time funding: Redesign of space	155,000.00	0.00
Sub-Total Project Costs	400,209.00	284,769.00
Overhead Costs – Breakdown & Description :		
Accounting & Payroll	126,449.00	174,330.00
HR recruitment, health and Safety, Corporate Ed	22,000.00	29,000.00
Professional Fees	19,436.00	27,186.00
Insurance	7,896.00	11,500.00
Office Expenses	26,350.00	34,419.00
IT Support	14,422.00	18,600.00
Training and Travel	17,294.00	26,960.00
Equipment	5,728.00	6,800.00
Sub-Total Overhead Costs (may not exceed 13.04% of total funding amount or 15% of salaries & program costs)	239,575.00	328,795.00
Total Operational Funding:	2,164,474.00	2,640,706.00
Rental Assistance Funding (for Athlone, from June 1 to Dec 31, 2024)	46,200.00	79,200.00

GENERAL CONDITIONS

1. Costs are Eligible Program Costs only if they are:
 - a) directly related to and required for the delivery of the Program;
 - b) incurred during the term of the Agreement; and
 - c) reasonable, in the opinion of the City.

2. Costs of all goods and services acquired from businesses that are, in the opinion of the City, related to, or associated or affiliated with, the Recipient, shall be valued at the cost to the supplying entity. The eligible cost of these acquisitions shall not include any mark up for profit and shall not exceed fair market value. The City shall be provided with access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the Recipient, and the City is not obliged to consider the eligibility of any such cost unless access to such records is provided, if requested.

3. Only those costs with respect to which the Recipient has incurred an obligation during the financial period and received goods and services by the end of the financial period are Eligible Program Costs. No costs incurred by the Recipient prior to or following the financial period are Eligible Program Costs.

4. The portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a GST/HST input tax credit or rebate is excluded from Eligible Program Costs and not eligible for reimbursement. The Recipient shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to it.

CATEGORIES OF ELIGIBLE PROGRAM COSTS

Where approved as set out above in Table 7, and as permitted under the Program, a direct labour cost may be claimed for the work performed by Program staff that provide services to clients. The payroll rate acceptable for personnel performing the work will not exceed the prevailing rate in the same or most similar category or industry.

Direct materials, sourced internally or externally that are consumed in carrying out the Program are Eligible Program Costs.

7. All materials purchased directly for the Program will be charged at the net laid down price, after deducting all trade discounts and similar items. Materials issued from the Recipient's general stocks will be charged to the Program in accordance with the method used consistently by the Recipient in pricing material inventories.

Other Categories of Eligible Program Costs

Eligible are costs which are specifically identified as having been incurred in the performance of the Program. In general, these could include but are not limited to, the following categories of costs:

- d) travel costs;
- e) communication costs;
- f) the costs of goods or services contracted out to a qualified contractor, researcher or consultant;
- g) the cost of leasing office, research or operating space directly related to the Program;
- h) the purchasing or renting office equipment, including computers;
- i) accounting and legal costs directly related to the Program activities;
- j) overhead costs, being those costs which, though necessarily having been incurred during the Program for the conduct of the third party's business in general, cannot be identified and measured as directly applicable to the Program. Overhead costs may include, but are not necessarily restricted to such items as costs of a general nature such as power, heat, light, operation and maintenance of general assets and facilities, supplies, printing, publishing, distribution, promotion, advertising;
- k) architectural costs for building, buying, renovating or making additions to shelter space, supportive or transitional housing;
- l) training costs for enhancing the skills of the staff of the third party; and/or
- m) costs of supporting clients.

Any permitted hospitality, meal, travel and accommodation costs that exceed the rates for federal public servants set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board or the National Joint Council of Canada's Travel Directive, as applicable, is not eligible for reimbursement.

INELIGIBLE PROGRAM COSTS

9. The following costs are not Eligible Program Costs:

- a) entertainment expenses;
- b) donations;
- c) fines and penalties;
- d) membership fees for clubs;
- e) costs of constructing, buying, or renovating of buildings for use as permanent housing for homeless people;
- f) expenses related to affordable housing;
- g) legal costs associated with litigation against or disputes with the City, MMAH or INFC;
- h) expenses related to social housing; and/or
- i) any cost that is not deemed an Eligible Cost by the City.