

CITY OF HAMILTON

COMMUNITY SERVICES DEPARTMENT *Housing Services Division*

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| TO: Chair and Members Emergency & Community Services Committee | WARD(S) AFFECTED: CITY WIDE |
| COMMITTEE DATE: December 10, 2012 | |
| SUBJECT/REPORT NO: Community Homelessness Prevention Initiative (CHPI) (CS12031(a)) (City Wide) | |
| SUBMITTED BY: Joe-Anne Priel General Manager Community Services Department | PREPARED BY: Gillian Hendry 905-546-2424 ext. 4818 Brian Kreps 905-546-2424 ext. 4329 |
| SIGNATURE: | |

RECOMMENDATION

- (a) That the General Manager, Community Services Department, or designate, be authorized and directed to deliver and administer the Community Homelessness Prevention Initiative;
- (b) That Council approve the Housing Stability Benefit Implementation Plan attached as Appendix A to Report (CS12031(a));
- (c) That the Mayor and City Clerk be authorized and directed to execute the Service Agreement attached as Appendix B to Report (CS12031(a)) between the City of Hamilton and the Ministry of Municipal Affairs and Housing, with respect to the Community Homelessness Prevention Initiative, in a form satisfactory to the City Solicitor;
- (d) That the General Manager, Community Services Department, or designate, be authorized and directed to execute all ancillary agreements as may be required to deliver the Community Homelessness Prevention Initiative, in a form satisfactory to the City Solicitor; and,

- (e) That Outstanding Business Item respecting the implementation plan for the Community Homelessness Prevention Initiative be considered complete and removed from the Emergency and Community Services Committee Outstanding Business List.

EXECUTIVE SUMMARY

The Province of Ontario's introduction of the Community Homelessness Prevention Initiative (CHPI) on January 1, 2013 will mark a significant change for the City of Hamilton. The new program will give the City greater flexibility to design and deliver programs to assist households experiencing homelessness or at risk of homelessness. With this flexibility comes the responsibility for adequately assessing local needs and monitoring outcomes to better understand the effectiveness of the services that are being provided. The new program also brings increased challenges as funding for emergency shelters and financial supports to housing is now capped and no longer part of the social assistance programs. It is now up to each municipality to use their annual CHPI allocation to design and fund their local housing and homelessness programs to meet the needs of the community. If due to unforeseen circumstances, there is a high demand for emergency shelter beds or other resources, the Province will no longer cost-share additional services. Instead, the costs are the responsibility of the municipality.

Community Homelessness Prevention Initiative

In Hamilton, CHPI represents the foundation of services for people experiencing homelessness or who are at risk of homelessness. The five programs that now comprise CHPI have historically been funded in different ways. Some programs such as emergency shelters and domiciliary hostels are funded with per diem payments while other services receive block funding. Current funding arrangements and service expectations for all of the services funded through CHPI will be maintained in 2013.

On November 22, 2012, the Ministry of Municipal Affairs and Housing (MMAH) released the CHPI Guidelines and Service Agreement. The Service Manager Service Agreement attached as Appendix B to Report CS12031(a) must be signed by December 10, 2012 for municipalities to receive their first CHPI payment on January 1, 2013. An Investment Plan outlining how the CHPI funding allocation for the fiscal year of 2013-2014 must be submitted by February 15, 2013. Given these timelines, there is inadequate time to make plans for significant changes and while maintaining stability within the system.

In 2013, a review will be undertaken by Housing Services Division of all of the services funded through CHPI. Implementation of the recommendations from the review will begin January 1, 2014. As part of this review, it will be critical to look at the entire

homelessness service system including the programs funded through the federal Homelessness Partnering Strategy as that funding ends March 31, 2014.

Housing Stability Benefit

On January 1, 2013, the Province will eliminate the Community Start Up and Maintenance Benefit (CSUMB) as a mandatory benefit from social assistance. CSUMB is an important resource for Ontario Works and Ontario Disability Support Program (ODSP) clients. It provides financial assistance to households who are at risk of losing their housing or who are homeless and trying to secure new housing. In this new fiscal environment, the Province has decided that the provision of financial supports for housing is now at the discretion of each municipality who must determine how best to deliver the supports. In Hamilton, a locally designed and funded Housing Stability Benefit (HSB) will be implemented for a period of six months beginning January 1, 2013 to fill the gap left by the removal of CSUMB. The Housing Stability Benefit Implementation Plan is attached as Appendix A to Report CS12031(a) for Council's consideration.

The HSB, which is now a component of CHPI, is designed to provide financial assistance at the same level and with the same eligibility criteria as CSUMB for the first six months of 2013. There will be three streams of service delivery for HSB:

1. People staying in emergency shelters will access the HSB through their Ontario Works Hostel Case Manager.
2. Ontario Works participants, other than emergency shelter residents, will access HSB through their Ontario Works Case Manager.
3. Ontario Disability Support Program clients, other than emergency shelter residents, will be referred by their ODSP Case Manager to the Housing Help Centre.

Along with the HSB, ODSP clients will receive assistance with their housing search, information regarding the Residential Tenancies Act, negotiation with landlords and referrals to other supports. This is based on a person centred approach that will support the assessment and development of a housing plan to avert crises such as homelessness and to support sustainable housing. The service delivery model for ODSP clients is a pilot and a possible way to deliver this service to OW participants in the pending on-going funding decisions.

Alternatives for Consideration – See Page 9

FINANCIAL / STAFFING / LEGAL IMPLICATIONS

Financial:

The total CHPI budget for 2013 is \$18,844,230. This is the combined total of \$15,493,150 in the Provincial CHPI funding allocation and \$3,830,200 in municipal funding. \$15,014,050 of the allocation will fund the existing programs consolidated under CHPI.

\$3,830,200 is budgeted for the HSB for the first six months of 2013. Of that total:

- \$1,385,000 is allocated to the Housing Help Centre for ODSP clients
- \$2,445,200 is allocated for Ontario Works participants

Expenditures will be closely monitored and may be reallocated between OW and ODSP based on demand.

For the six month period, the Housing Help Centre will receive \$1,385,000 for HSB for ODSP clients. The Housing Help Centre will receive 10% (\$138,500) to hire a minimum of four additional staff. It is estimated that 1,100 ODSP clients will require HSB during the six months of 2013. Housing Services Division also funds the Housing Help Centre 10% of the Provincial Rent Bank Program to deliver that program.

Staffing:

There are no staffing implications to Report CS12031(a)

Legal:

All agencies that receive funding under CHPI were advised by letter that new contracts will be developed under the service agreement for CHPI and that funding amounts will not be impacted for 2013.

The Service Agreement with the Housing Help Centre falls under the Schedule B exemption to the City of Hamilton's Procurement Policy thus removing the requirement to tender the delivery of the HSB.

HISTORICAL BACKGROUND (Chronology of events)

On October 31, 2008 the Provincial-Municipal Fiscal and Service Delivery Review was released. It committed the province and municipalities to work together to improve service delivery and accountability for a range of human services with varying cost sharing arrangements. One of the recommendations was to work towards consolidating the existing range of housing and homelessness programs into a housing service managed at the municipal level. A Housing and Homelessness Consolidation Working Group comprised of provincial and municipal staff was established to provide

recommendations concerning the consolidation of housing and homelessness services that resulted in the Community Homelessness Prevention Initiative.

On March 27, 2012, the Province announced the elimination of CSUMB from the Ontario Works (OW) and Ontario Disability Support Program (ODSP) Programs as part of the 2012 Provincial Budget.

On July 24, 2012, the Ministry of Municipal Affairs and Housing (MMAH) announced the 2013 funding allocation for the consolidation of five existing housing and homelessness programs into the Community Homelessness Prevention Initiative (CHPI). The City of Hamilton was allocated \$15,549,263 in a single funding envelope for 2013.

On July 24, 2012, the Ministry of Community and Social Services (MCSS) introduced changes to the Ontario Works Directives. Of note is the change of benefits for people residing in Emergency Shelters which may qualify for Ontario Works from Personal Needs Allowance to a Basic Needs Allowance. Currently, residents of emergency shelters receive Personal Needs Allowance through OW of \$132 per month. Effective January 1, 2013 eligible residents of Emergency Shelters will receive Ontario Works Basic Needs rate of \$227 per month. Another change is the expectation that a full Ontario Works application be completed for all shelter residents within four days of their admission. Currently, applications for Ontario Works are completed when residents are discharged from the shelter.

On September 10, 2012 Report CS12031 Community Homelessness Prevention Initiative informed Council that effective January 1, 2013 the Province is consolidating five homelessness programs currently delivered by the municipality into CHPI. The report informed Council of the inadequacy of the CHPI allocation to fund the existing programs and to offer financial supports to replace CSUMB. Council was also informed of the toll that this would take on the most vulnerable in the community and a possible increase in the rate of homelessness.

At the September 12, 2012 Council meeting, Report CS12031 Community Homelessness Prevention Initiative was tabled to the October 10, 2012 Council meeting and the decision was made that the Fairness to Hamilton Campaign Sub-Committee and Mayor would arrange a Hamilton Day at Queen's Park and schedule a press conference in the media gallery to demand emergency funding for the Community Homelessness Prevention Initiative.

On September 27, 2012, the City Manager received a letter from MMAH to confirm that the City of Hamilton's allocation had been reduced to \$15,493,151 in a single funding envelope for 2013. This reduction of \$56,112 is because the Province used faulty data in the calculation of Hamilton's allocation.

On October 18, 2012, MMAH provided information regarding the CHPI Service Agreement and Investment Plan. Specific program guidelines were not available. The Province confirmed that the Domiciliary Hostel Program must continue to be delivered in accordance with the Province's Domiciliary Hostel Framework.

On November 1, 2012, a special meeting of the Emergency and Community Services Committee was held to discuss the impact of the cap on Discretionary Health Benefits and the restatement of the net levy portion of funding from homelessness programs to CHPI. Staff were directed to report to the General Issues Committee on November 7, 2012 with a deficit strategy for CSUMB and offer options for the November 7, 2012 General Issues Committee meeting.

At the November 7, 2012 General Issues Committee meeting, as per Item 8.12(a) of Report 12-032 of the General Issues Committee, the replacement for CSUMB will be funded as follows:

- Effective January 1, 2013, the net levy portion of existing housing to a total of \$3,351,080 be restated to CHPI
- Combined one time municipal funding in the amount of up to \$3.4 million will be provided for both Discretionary Benefits and CSUMB to maintain the current service levels for a period of six months beginning January 1, 2013, to be funded from the Community Services Department surplus, corporate surplus, tax stabilization reserve, Social Services Initiatives Fund, Ontario Municipal Partnership Fund reconciliation or any combination thereof.
- The funding required for the continuation of the CSUMB for the balance of the 2013 transition year will be referred to the 2013 Budget deliberations with consideration of 2013 Ontario Works upload saving and/or the Hamilton Future Fund.

On November 22, 2012, MMAH released the CHPI Guidelines and Service Agreement.

POLICY IMPLICATIONS

Implementation of CHPI will provide an opportunity to implement some of the strategies in the City's 10-year Housing and Homelessness Action Plan (Report CS11017(b)) which was endorsed by Council on June 11, 2012. CHPI provides municipalities with the flexibility to design programs to meet local need. CHPI is well positioned to support the Action Plan's outcomes which state "People have the individualized supports they need to help them obtain and maintain housing" and "People receive respectful, quality service within a "user-friendly" system and experience equity in housing".

It is necessary to develop a local policy and business procedures for the new Housing Stability Benefit (HSB) to replace CSUMB as the benefit may no longer be issued as a mandatory benefit under the OW and ODSP Programs. This will include the development of a new service delivery model, guidelines for eligible expenses, staff training, financial controls and monitoring, business processes, data collection protocols, a communication plan and an internal review process.

RELEVANT CONSULTATION

Given the short timelines associated with implementation of CHPI, there has been limited opportunity for community consultation. One consultation session was held on October 19, 2012 to discuss the development of a program to replace CSUMB. The session was attended by the leaders of community groups that plan and coordinate services for people experiencing homelessness. Representatives of the Hamilton Legal Clinic, the Regional ODSP office, and the Hamilton Roundtable for Poverty Reduction were also in attendance.

Participants expressed a range of opinions regarding how the program should be structured. Participants agreed that a change to CSUMB would be detrimental to people living in poverty and that a transition period is advisable for clients and agencies to adjust. There was also general agreement that part of CSUMB's value was its flexibility with regard to the items that could be covered. Participants were asked what should be done if less funding was available than had previously been available for CSUMB. Participants struggled with this question and there was little agreement about how to address a lower level of funding. Inclusion of both recipients of OW and ODSP in the new benefit was generally felt to be important.

The proposal for implementing the HSB follows this advice by offering the same level of financial assistance that was available under CSUMB and maintaining the same eligibility criteria.

Housing Services Division staff are working with the Regional ODSP office to develop an effective referral process to ensure that there is no disruption in the availability of HSB for ODSP clients.

ANALYSIS / RATIONALE FOR RECOMMENDATION

The Community Homelessness Prevention Initiative consolidates the following five provincial homelessness related programs:

1. Consolidated Homelessness Prevention Program (CHPP) which funds agencies that provide supports to assist homeless individuals obtain and maintain housing;
2. Domiciliary Hostel Program which provides subsidy to low-income individuals to reside in Residential Care Facilities;
3. Emergency Energy Fund which provides grants to low income households for utility arrears;
4. Emergency Hostels which subsidizes emergency shelter stays for people experiencing homelessness; and
5. Provincial Rent Bank which provides grants to low-income households to address rent arrears.

It is recommended that 2013 be considered a transition year for CHPI. It allows time to review the existing housing and homelessness programs and to focus on the implementation of the new Housing Stability Benefit. Decisions to change funding arrangements without proper review of data and consultation could result in hardship to the people served by the programs and create instability within the housing and homelessness service system.

Consultation with the community clearly indicated a preference for CSUMB to remain unchanged. The amount of HSB is up to a maximum of \$1,500 for a family and up to a maximum of \$800 where there are no dependent children within a 24-month period.

It should be noted that the social assistance rates are approximately 40% higher for ODSP clients than for OW participants. In the event that funding for HSB is reduced, one of the possible options is to provide HSB only to OW participants who are in greater financial need and more vulnerable to eviction and homelessness.

In 2011, the Ontario Works Program issued CSUMB to 4,590 individuals or families. Based on 2011 spending, it is estimated that Ontario Disability Support Program issued CSUMB to 2,200 individuals or families. This means that there must be capacity to provide the HSB to approximately 2,475 OW participants and 1,100 ODSP clients for the first six months of 2013.

Ontario Works participants will access HSB through their Case Managers with whom they already have a relationship. As Case Managers already perform this function, there will be no staffing implications and additional costs. Additionally, the Service Delivery Model Technology (SDMT) can be used to generate the payments. In order to ensure appropriate accountability, additional data collection will be required that will place an additional workload on the Case Managers.

HSB offered at the Housing Help Centre for Ontario Disability Support Program clients will be a pilot and a possible way to serve Ontario Works participants in the future. An evaluation of the HSB will be completed prior to any major changes to the service

delivery model. Delivery of HSB to ODSP clients through the Housing Help Centre is recommended for the following reasons:

- The OW Program does not have the capacity to provide this service to ODSP clients. ODSP clients previously received CSUMB through their ODSP Case Managers. Providing this service would represent a considerable increase in the workload for the OW Program.
- The Housing Help Centre has a proven ability to deliver this type of service. The agency has effectively delivered the Provincial Rent Bank Program for several years. The Housing Help Centre has the capacity to generate HSB payments and collect the necessary data for planning purposes. They provide service in a number of different languages and as a result serve many newcomers to Canada.
- At the Housing Help Centre, ODSP clients will receive not only the HSB but assistance with their housing search, advice regarding the Residential Tenancies Act, negotiation with landlords and referrals to other supports. This is based on a person centred approach that will support the assessment and development of a housing plan to avert crises such as homelessness and support sustainable housing.

The City has a Service Agreement with the Housing Help Centre for other housing services. Delivery through the Housing Help Centre will allow for leveraging of the other services they provide such as housing search assistance and tenant advocacy.

ALTERNATIVES FOR CONSIDERATION

Option One

The first alternative service delivery option is to deliver Housing Stability Benefit (HSB) to OW, ODSP and emergency shelter clients at the Housing Help Centre. An advantage of this approach is that it would centralize the service so all recipients would receive HSB at the same agency. The Housing Help Centre is a specialized service with skilled housing workers who focus on providing housing supports. It would also be easier to monitor expenditures and outcomes at a single source.

This approach comes with disadvantages. It is a risk to centralize this service at a single agency without a pilot or phased in approach. The volume in OW and ODSP clients would quickly create a bottleneck or delay in service. Delivering the HSB exclusively through the Housing Help Centre would require the organization to hire up to 12 housing workers within a short period of time.

Financial Implications:

Based on the funding formula of 10% of the total HSB funding for delivery of the program, it would cost \$387,500 for the Housing Help Centre to deliver the program to OW and ODSP clients for six months.

Staffing Implications:

Ontario Works Case Managers would refer participants to the Housing Help Centre. Given the high numbers of cases on each OW caseload, it would free up OW Case Managers to perform their primary function which is to provide employment and financial assistance.

Legal Implications:

There are no legal implications to Option One.

Option Two

The second alternative service delivery option is for the Ontario Works Program to provide Housing Stability Benefit (HSB) to ODSP clients through the Ontario Works Special Supports Unit instead of the Housing Help Centre. This would contain delivery of HSB within the City and it would also be easier to monitor expenditures and outcomes as all of the payments would be made through the SDMT and data would be collated at a single source.

This approach also has disadvantages. The Special Support Unit is functioning at full capacity in the delivery of Discretionary Benefits and has experienced upheaval due to the Province's decision to reduce funding for Discretionary Benefits. Delivery of the service to people in receipt of ODSP through Special Supports would be done by telephone only. While this would provide access to financial assistance, it would not provide the full range of service for ODSP households that need housing supports. The Special Supports Unit does not provide case management services as their service is provided by Case Aides who do not possess the necessary skill set to provide advice or information regarding issues related to housing.

Financial Implications:

Two Case Aides would be required to conduct an income assessment by telephone and issue funding. The estimated cost for six months is \$74,383 (gross) \$37,191 (net). The annualized cost is \$148,767 (gross) \$74,383 (net). The salary costs may be cost-shared under Ontario Works Cost of Administration. Although the cost is less than the Housing Help Centre, the range of service is highly limited and thus potentially less effective achieving positive outcomes for the households that are at risk of homelessness.

Staffing Implications:

The Ontario Works Program currently does not have the capacity to provide HSB to ODSP clients. There is inadequate time to hire and train additional staff with the necessary skills to provide not only financial assistance but also effective referrals and interventions.

Legal Implications:

There are no legal implications to Option Two.

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| CORPORATE STRATEGIC PLAN (Linkage to Desired End Results) |
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Focus Areas: 1. Skilled, Innovative and Respectful Organization, 2. Financial Sustainability, 3. Intergovernmental Relationships, 4. Growing Our Economy 5. Social Development, 6. Environmental Stewardship, 7. Healthy Community

Social Development

- ♦ Everyone has a home they can afford that is well maintained and safe
- ♦ Residents in need have access to adequate support services

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| APPENDICES / SCHEDULES |
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Appendix “A” to Report CS12031(a) – Service Manager Service Agreement

Appendix “B” to Report CS12031(a) – Housing Stability Benefit Implementation Plan

**City of Hamilton
Community Homelessness Prevention Initiative**

**Housing Stability Benefit
2013 Six Month Implementation Plan**

Community Homelessness Prevention Initiative

The Community Homelessness Prevention Initiative (CHPI) aims to prevent, address and reduce homelessness by improving access to adequate, suitable and affordable housing that is linked to flexible support services based on people's needs. The CHPI is a result of the consolidation of funding from five provincial homelessness-related programs.

Housing Stability Benefit

On January 1, 2013 the Province will eliminate the Community Start Up and Maintenance Benefit (CSUMB) as a mandatory benefit from social assistance. CSUMB is an important resource for Ontario Works and Ontario Disability Support Program (ODSP) clients. It provides financial assistance to households who are at risk of losing their housing or who are homeless and trying to secure new housing. In this new fiscal environment, the Province has decided that the provision of financial supports for housing is now at the discretion of each municipality who must determine how best to deliver supports and will fall under CHPI.

In Hamilton, a locally designed and funded Housing Stability Benefit (HSB) will be implemented for a period of six months beginning January 1, 2013 to fill the gap left by the removal of CSUMB. HSB is no longer a mandatory Ontario Works or ODSP benefit. It is now a component of the City of Hamilton's Community Homelessness Prevention Initiative.

In 2011, the Ontario Works Program issued CSUMB to 4,590 individuals or families. Based on 2011 spending, it is estimated that ODSP issued CSUMB to 2,200 individuals or families. This means that there must be capacity to provide the HSB to approximately 2,475 Ontario Works participants and 1,100 ODSP clients for the first six months of 2013.

Funding

On November 14, 2012 Council approved a motion to maintain the current service levels for CSUMB for the first six months of 2013. The cost will be funded through provincial CHPI funding, the restatement of the net levy portion of existing programs to CHPI and then from the Community Services Department surplus, corporate surplus, tax stabilization reserve, Social Services Initiative Reserve, OMPF reconciliation or any other combination of funding. The funding required for the continuation of the CSUMB for the second six months of 2013 was referred to the 2013 Budget deliberations.

- A total of \$3,830,200 budgeted for the Housing Stability Benefit for the first six months of 2013. Of that total:
 - \$1,385,000 is allocated to the Housing Help Centre for ODSP clients
 - \$2,445,200 is allocated for Ontario Works participants
- Expenditures will be closely monitored and may be reallocated between Ontario Works and ODSP based on demand

Eligibility

Households in receipt of Ontario Works (OW) and Ontario Disability Support Program (ODSP) may apply for HSB. Households must be at risk of losing their housing or be homeless and seeking new housing.

The Housing Stability Benefit (HSB) is a benefit provided to assist in establishing a new principal residence, or to prevent eviction or the discontinuance of utilities or heating in an existing residence. The HSB is designed to provide financial assistance at the same level and with the same eligibility criteria as CSUMB for the first six months of 2013.

Ontario Works and Housing Help Centre staff will be referred to as the Administrator of HSB in this document.

The benefit may also be issued where there is a threat to health or welfare in a non-start up situation.

The amount of the HSB payable, as determined by the Administrator of HSB is up to a maximum of \$1500 families with one or more dependent children in a 24-month period; or up to a maximum of \$800 where there are no dependent children in a 24-month period.

Each request for the HSB is reviewed on its own merit. HSPB is provided only where needs have been identified and where no other funds are available.

The approved amount is based on verifiable costs which are necessary to establish a permanent residence in the community, to maintain an existing residence or to maintain utilities. Costs must be verified and documented.

The HSB may be paid in separate amounts provided it covers only one "start- up" event and does not exceed the maximum amounts.

Additional payments may be approved the administrator of HSB if there are exceptional circumstances.

Eligibility Criteria

Establishing a New Principal Residence

In the case of establishing a new principal residence, HSB may be provided if:

- the benefit applicant is establishing a new principal residence within the geographic boundaries of the City of Hamilton;
- the administrator of HSB is satisfied that the recipient will need financial assistance to establish the new principal residence; and
- the benefit applicant meets one of the following criteria:
 - is being discharged from an institution that provided for their basic needs and shelter;
 - has satisfied the administrator of HSB that it would be harmful to their health or welfare to remain in their current residence; or
 - has been evicted from their current residence.

,The need for the recipient to leave their residence must be clearly identified and documented, and a reasonable plan to move into a new residence is in place.

The request for benefits must occur within one month from the date of the establishment of a new principal residence. HSB covers a move into boarding, rental accommodation or rent-to-own, but does not cover a move into a per diem funded residence or group home.

The benefit is provided for:

- victims of family violence
- persons who are homeless
- persons who reside in uninhabitable premises (where the uninhabitable conditions are not clearly evident, verification is sought from a third party, e.g., a building or health inspector or physician)
- persons leaving a residence due to:

- incapacity or death of a supporting care-giver/family member(s);
 - overcrowding within the premises;
 - documented need for children and sole-support parents to relocate;
 - eviction from the premises; or
 - a move to more affordable accommodations, where the applicant or recipient was experiencing undue hardship because of extreme shelter costs.
- persons being discharged from institutions such as:
 - correctional facilities;
 - hospitals;
 - hostels;
 - long-term care homes;
 - special care homes; or
 - interval and transition homes.

Allowable Costs

Examples of the cost of establishing a new residence in the community include:

- clothing
- fuel and hydro deposits
- household furnishings
- last month's rent deposit
- moving and transportation to the home of the recipient
- any other costs approved by the Administrator of HSB

Maintaining an Existing Residence

HSB may also be issued where there is a threat to the health or welfare of a recipient or a member of the benefit unit in maintaining their existing residence providing there is eligibility within the 24-month period.

Examples of eligible costs:

- Costs to purchase/rent a generator where it is required to maintain a recipient's health and welfare.
- Costs to purchase or repair household appliances necessary to the health and well-being of the benefit unit where recipients own their homes and are in receipt of the maximum shelter allowance.
- Costs of new or replacement smoke alarms and batteries for recipients who own their homes and are in receipt of the maximum shelter allowance.
- Costs to eradicate bed bugs where there is an isolated case of bed bug infestation to the recipient's belongings

In the case of maintaining an existing residence, HSB may be provided if:

- the benefit applicant will be remaining in their current residence;
- the Administrator of HSB is satisfied that assistance is required to remain in their current residence; and
- the benefit applicant meets one of the following criteria:
 - requires an item necessary to maintain the residence (e.g., appliances necessary to maintain the health and well-being of the benefit unit);
 - has received an eviction notice and has satisfied the Administrator of HSB that, if a payment is made, they will not be evicted;
 - has had a utility or the heating to the current residence cut off and has satisfied the Administrator of HSB that if a payment is made the service will be reconnected; or
 - has received a notice that a utility or the heating to the current residence will be cut off and has satisfied the administrator of HSB that if a payment is made the service will not be discontinued.

In the event that HSB has been exhausted for utility arrears, both OW and ODSP recipients may be referred to the Ontario Works Utility Arrears Program. The OW Utility Arrears Program includes arrears, deposits, removal of load limiters, inspection charges and connection fees for; gas, hydro, water and sewage and furnace or water heater rentals.

Exceptional Circumstances

There may be situations where there is a need to provide HSB more than once in a 24-month period. If exceptional circumstances exist, the Administrator of HSB may approve additional HSB up to the maximum amount.

The following are considered exceptional circumstances:

- the necessity to relocate as a result of a catastrophic event (e.g., flood, fire);
- the necessity to relocate as a result of domestic violence; or
- the necessity to relocate as a result of a disability (e.g., where a recipient is moving to a home that better meets their disability-related needs).

Other exceptional circumstances may be considered where the Administrator of HSB is satisfied that not providing the additional funds would be harmful to the health and well-being of the recipient and/or other members of the benefit unit.

Service Delivery of HSB

Emergency Shelters

People staying in emergency shelters may access the HSB in the shelters. They will be served by OW Hostel Case Managers who regularly visit each of the emergency shelters. The OW Hostels Case Manager will determine eligibility for HSB and issue payments. OW Hostel Case Managers will serve recipients of OW and ODSP, rather than just OW as was previously the case.

Ontario Works Participants

OW participants who are not living at an emergency shelter will access HSB through their OW Case Manager. The OW Case Managers will review applications, determine eligibility for financial assistance and issue payments.

ODSP Clients

ODSP clients who are not living at an emergency shelter will be referred by their ODSP Case Manager to the Housing Help Centre. The Housing Help Centre will be responsible for reviewing applications, determining eligibility and issuing financial assistance to recipients of ODSP.

Eligibility criteria and processes will be the same for both Ontario Works and ODSP clients for the issuance of the HSB.

Notice of Decision

All decisions affecting eligibility and the amount of the HSB will be communicated in writing and will include the following information:

- the decision that has been made;
- the reason(s) for the decision;
- the effective date of the decision;
- the decision cannot be appealed to the Social Benefits Tribunal (SBT);
- that a request for a re-assessment of the decision or the amount of the benefit can be submitted in writing to the administrator of HSB within 30 calendar days after receipt or deemed receipt of the decision letter;

- the rules and procedures of the re-assessment process, the timeline for reviewing the decision and providing notice, and the form of notice.

Clear written explanations to applicants and recipients are intended to prevent requests for re-assessments that are based on misunderstandings regarding a decision.

The decision letter will be sent by mail or delivered in person. A copy of the notice will be retained by Housing Services Division.

Request for Re-Assessment

An applicant may request a re-assessment of the decision to the administrator of the HSB.

If an applicant disagrees with the decision, he/she must request a re-assessment within 30 calendar days from the day the decision is received or deemed to be received. The request must be made in writing by letter/note signed by the applicant or recipient.

The letter/note should include:

- a statement indicating that the applicant wishes to have the decision reviewed;
- the reason he/she disagrees with the decision; and
- the name, case identification number? and signature of the applicant or recipient requesting the review.

The Re-Assessment Request

A re-assessment request is an informal administrative process, and the applicant does not require legal representation. However, the applicant may choose to bring representation to any interview that is conducted during the re-assessment process.

Once a request has been received from an applicant or recipient, the re-assessment must be completed within 10 calendar days.

The reviewer cannot be the original decision-maker, however he/she should have the same or higher decision-making authority.

During the re-assessment process the reviewer should examine the request, including the decision, to determine if the decision was:

- consistent with the Housing Stability Benefit guidelines;
- based on the correct application of the guidelines;
- reasonable;

- based on information that was factual and comprehensive;
- based on the correct interpretation of facts;
- the result of appropriate use of discretionary power; and not the result of administrative error;
- considers additional information provided by the applicant or recipient related to the decision;
- makes a decision based on the test of reasonableness and information available to the reviewer;
- clearly summarizes the reason(s) for arriving at that decision; and
- documents the re-assessment process.

Audit Requirements

Adequate documentation is on file for the verification of costs to support all decisions and the level of benefit issued.

Review of Housing Stability Benefit

A review will be undertaken of the Housing Stability Benefit to determine its effectiveness in meeting its goals after three months and six months. Data regarding the issuance of HSB will be collated every month from both OW and the Housing Help Centre for analysis. The review will also include the participant's experience of the program and preferences regarding future service delivery in the form of focus groups and interviews. Community agencies, Ontario Works and Housing Help Centre staff and community will also be consulted for their feedback regarding this six-month pilot project.

SERVICE MANAGER SERVICE AGREEMENT
Community Homelessness Prevention Initiative

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

AS REPRESENTED BY

THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING

(hereinafter called the "Minister")

- and -

[INSERT NAME OF SERVICE MANAGER]

(hereinafter called the "Service Manager")

RECITALS:

- A. The Minister is responsible for the policies and programs of the Government of Ontario in relation to housing and related matters, pursuant to s. 4(1)(c) of the *Ministry of Municipal Affairs and Housing Act*, R.S.O. 1990, c. M-30 ("MMAH Act").
- B. The Minister has the authority under s. 4(2) of the MMAH Act to enter into agreements with any municipality or any other person in order to implement housing policies and programs.
- C. The Minister has the authority under s. 4(5)(b) of the MMAH Act to provide financial assistance to assist in the implementation of housing policies and programs.
- D. The Minister has announced it will provide provincial funding to Service Managers to address housing and homelessness in Ontario by improving access to adequate, suitable and affordable housing that is linked to flexible support services.
- E. The Minister has established the Community Homelessness Prevention Initiative ("**CHPI**") pursuant to which the Minister will provide Service Managers provincial funds as per said announcement.
- F. CHPI consolidates five provincial homelessness-related programs currently administered by either the Ministry of Community and Social Services ("**MCSS**") or the Ministry of Municipal Affairs and Housing ("**MMAH**"): Consolidated Homelessness Prevention Program; Emergency Energy Fund; Emergency Hostel Services; Domiciliary Hostel Program; and, Provincial Rent Bank ("**Consolidated Programs**").

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- G. CHPI includes four service categories: Emergency Shelter Solutions; Housing with Related Supports; Other Services and Supports; and, Homelessness Prevention ("**CHPI Service Categories**").
- H. The Service Manager has agreed to receive provincial funding from the Minister to administer the CHPI.
- I. The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager's obligations with respect to the administration of the CHPI and the Minister's obligation to provide funding to the Service Manager for the administration of the CHPI.

NOW THEREFORE, the Minister and the Service Manager agree with each other as follows:

1. INTERPRETATION

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

- "**Agreement**" means this agreement entered into between the Minister and the Service Manager and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- "**Business Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- "**CHPI**" has the meaning given to it in the recitals;
- "**CHPI Service Categories**" has the meaning given to it in the recitals;
- "**Consolidated Programs**" has the meaning given to it in the recitals;
- "**Effective Date**" means January 1, 2013;
- "**Event of Default**" has the meaning prescribed to it in Section 12.1;
- "**Fiscal Year**" means the period from April 1st of one year to March 31st of the following year;
- "**Force Majeure**" has the meaning prescribed to it in Article 16;
- "**Funding**" means funding provided under the CHPI, as set out in the Program Guidelines;

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- **“Investment Plan”** as set out in Article 6 and the Program Guidelines means the plan developed by the Service Manager that sets out how the Service Manager will use its Funding;
- **“Ministry Notification”** means a notice in writing from the Minister to a Service Manager regarding the CHPI;
- **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- **“Notice Period”** means the period of time within which a Service Manager is required to remedy an Event of Default, and includes any such period or periods of time by which the Minister considers it reasonable to extend that time;
- **“Parties”** means the Minister and the Service Manager and **“Party”** means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **“Program Guidelines”** means, subject to Article 8, the CHPI guidelines set out in Schedule A, attached to the Agreement; and
- **“Wind Down Costs”** means the Service Manager’s reasonable costs to wind down any of the CHPI Service Categories.

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

Schedule A - Program Guidelines

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

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

2. PRIOR AGREEMENTS

2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the Consolidated Programs including the Rent Bank Agreement between **[Insert Name of Service Manager]** and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and dated April 1, 2009.

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3. TERM OF THIS AGREEMENT

- 3.1 This Agreement shall be in force from the Effective Date until it is superseded or replaced by a subsequent agreement or unless terminated in accordance with Article 11 or 12.
- 3.2 The Parties acknowledge that the period January 1, 2013 to March 31, 2016 shall be a transitional period for the implementation of CHPI as described in the Program Guidelines.

4. SERVICES

- 4.1 The Service Manager agrees to provide services under the CHPI in accordance with the terms of this Agreement including the Program Guidelines.

5. FUNDING

- 5.1 The Minister shall make an allocation of Funding to each Service Manager as set out in the Program Guidelines.
- 5.2 The Minister shall make payment of the Funding under Section 5.1 to Service Managers as set out in the Program Guidelines.
- 5.3 The Service Manager shall spend Funding received under Section 5.2 as set out in the Program Guidelines.
- 5.4 The Minister may reduce, recover, reallocate, or adjust the allocation and/or Funding as set out in the Program Guidelines.

6. INVESTMENT PLAN

- 6.1 The Service Manager shall develop and submit to the Minister an Investment Plan and any updates to the Investment Plan as set out in the Program Guidelines.
- 6.2 The Investment Plan must be approved by the Minister before the Service Manager receives CHPI Funding for any fiscal year starting April 1, 2013 or later.
- 6.3 The Service Manager agrees to carry out any of the CHPI Service Categories in a manner consistent with its approved Investment Plan, as updated from time to time.
- 6.4 The Service Manager acknowledges that the Minister will use the Investment Plan to review the Service Manager's progress against the Service Manager's allocation of Funding.

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7. DATA COLLECTION AND REPORTING REQUIREMENTS

- 7.1 The Service Manager agrees to collect data as described in the Program Guidelines.
- 7.2 The Service Manager agrees to comply with the reporting requirements as set out in the Program Guidelines.

8. PROGRAM GUIDELINES

- 8.1 The Minister may at its sole discretion amend the Program Guidelines from time to time. The Minister agrees to provide the Service Manager with reasonable Notice of any such amendments.
- 8.2 The Parties acknowledge that the Minister will be amending the section in the Program Guidelines entitled "Housing with Related Support", one of the CHPI Service Categories.
- 8.3 The Minister intends to consult with Service Managers and other key stakeholders on the amendments described in Section 8.2.

9. CONFLICT OF INTEREST

- 9.1 The Service Manager shall carry out the CHPI and use the Funding without an actual, potential or perceived conflict of interest.
- 9.2 For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Service Manager; or

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

has outside commitments, relationships or financial interest that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgement relating to the CHPI and the use of the Funding.

- 9.3 The Service Manager shall:

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

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

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10. COMMUNICATION PROTOCOL

- 10.1 The Service Manager shall make the details of the services it provides under the CHPI available to the public.
- 10.2 Unless otherwise directed by the Minister, the Service Manager shall, in a form approved by the Minister, acknowledge the support of the MMAH in any publication of any kind, written or oral, relating to the CHPI using the statement provided below:

The CHPI has received funding support from the Ontario Ministry of Municipal Affairs and Housing.

11. TERMINATION ON NOTICE

- 11.1 Either Party may terminate the Agreement at any time upon giving at least 60 days' Notice to the other.
- 11.2 If the Minister terminates the Agreement pursuant to Section 11.1, the Minister may:
- (a) cancel all further instalments of Funding;
 - (b) demand the repayment of any Funding remaining in the possession or under the control of the Service Manager; and/or
 - (c) determine the Wind Down Costs, and:
 - (i) permit the Service Manager to offset the Wind Down costs against the amount the Service Manager owes pursuant to Section 11.2(b); and/or
 - (ii) provide Funding to the Service Manager to cover the Wind Down Costs.
- 11.3 If the Service Manager terminates the Agreement pursuant to Section 11.1, the Minister may:
- (a) cancel all further instalments of Funding;
 - (b) demand the repayment of any Funding remaining in the possession or under the control of the Service Manager; and/or
 - (c) demand the repayment of an amount equal to any Funding the Minister provided the Service Manager.

12. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 12.1 Each of the following events shall constitute an Event of Default:

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- (a) in the opinion of the Minister, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) submit an Investment Plan as required;
 - (ii) carry out the CHPI Service Categories in a manner consistent with its approved Investment Plan, as updated from time to time;
 - (iii) deliver services under the CHPI Service Categories that address program outcomes;
 - (iv) collect data as required;
 - (v) provide reports as required;
 - (vi) use or spend the Funding as required;
 - (b) an event of Force Majeure that continues for a period of sixty (60) days or more.
- 12.2 If an Event of Default occurs, the Minister may, at any time, take one or more of the following actions:
- (a) provide the Service Manager an opportunity to remedy the Event of Default;
 - (b) suspend the payment of Funding for such period as the Minister determines appropriate;
 - (c) reduce the amount of Funding;
 - (d) reallocate Funding;
 - (e) cancel all further Funding;
 - (f) demand the repayment of any Funding;
 - (g) terminate the Agreement, upon giving Notice to the Service Manager.
- 12.3 If, in accordance with Section 12.2(a), the Minister provides the Service Manager with an opportunity to remedy the Event of Default, the Minister shall provide Notice to the Service Manager of:
- (h) the particulars of the Event of Default; and,
 - (b) the Notice Period.

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12.4 If the Minister has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to Section 12.2(a), and:

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

the Minister may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 12.2 (b), (c), (d), (e), (f), or (g).

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

13. FRENCH LANGUAGE SERVICES

13.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the CHPI has an office located in or serving an area designated in the Schedule to *French Language Services Act* ("FLSA"), the Service Manager shall:

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

13.2 The Service Manager agrees to submit a written report to the Minister by May 31 in each year of the CHPI setting out whether the Service Manager or the subcontractor, as appropriate, have complied with Section 13.1. The report shall be provided in the form set out in the Program Guidelines.

13.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the Province.

14. NOTICE

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

- (a) delivered personally;
- (b) sent by prepaid courier service; or

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(c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of Notice to the Minister:

Ministry of Municipal Affairs and Housing
Attention: Director, Housing Programs Branch
777 Bay Street, 2nd Floor
Toronto, ON
M5G 2E5

Fax: (416) 585-7003

(ii) in the case of Notice to the Service Manager:

[insert relevant information]

or at such other address as the party to whom such Notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any Notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such Notice or other communication shall be deemed to have been given and received on the next following Business Day. Any Notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such Notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a Notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

15. INDEMNIFICATION

15.1 The Service Manager shall indemnify and hold harmless the Minister from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the CHPI, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

15.2 The obligation to indemnify will require the Service Manager to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

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16. FORCE MAJEURE

16.1 Subject to Section 16.3, Force Majeure means an event that:

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

16.2 Force Majeure includes:

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

if such events meet the test set out in Section 16.1.

16.3 Force Majeure shall not include:

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

16.4 Subject to Section 12.1(b), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

17. AUDITS AND REVIEWS

17.1 The Service Manager shall, on forty-eight (48) hours prior written Notice, give the Minister, his or her representatives and/or auditors free access to such staff, documents, books, records and accounts as may be determined by the Minister, his or her representatives and/or auditors, for the purpose of verifying compliance with the CHPI and this Agreement. The Service Manager agrees to provide the Minister, his or her representatives and/or auditors full cooperation and

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assistance with this process including responding to requests for clarification and/or explanations to questions. The Service Manager shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Manager in the performance of this Agreement. The Service Manager acknowledges that the Minister may conduct an audit of any Service Manager and its subcontractors in any year. The Service Manager agrees to provide the Minister with a copy of any report or document related to an internal audit conducted by the Service Manager or by a sub-contractor on behalf of the Service Manager in connection with CHPI or this Agreement.

- 17.2 The Minister reserves the right to conduct operational reviews on forty-eight (48) hours prior Notice to the Service Manager to evaluate the effectiveness of the Service Manager's operations and delivery of CHPI. The Service Manager shall give the Minister, his or her representatives and/or other persons authorized by the Minister free access to such premises, staff, documents, books, records and accounts as may be determined by the Minister, his or her representatives and/or other persons authorized by the Minister, for the purpose of the operational review. The Service Manager shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Manager in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Manager to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The Minister may provide the Service Manager with recommendations arising out of the operational review and the Service Manager shall give reasonable consideration to those recommendations.
- 17.3 No provision of the Agreement shall be construed so as to give the Minister any control whatsoever over the Service Manager's records. For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9 (1) of the *Auditor General Act* (Ontario). This section shall survive any expiry or termination of this Agreement.

18. GENERAL

- 18.1 The Service Manager shall comply with all written Ministry Notifications in relation to CHPI and/or this Agreement that the Minister may give to the Service Manager from time to time.
- 18.2 The Service Manager shall maintain all records and documentation pertaining to CHPI for no less than seven (7) years following the life of CHPI.
- 18.3 The Service Manager represents that it has not knowingly provided the Minister 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 Minister in the performance of its obligations under this Agreement.

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- 18.4 Any power, right or function of the Minister, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.
- 18.5 The Parties acknowledge that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the CHPI or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 18.6 The Parties acknowledge that the Service Manager is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) ("MFIPPA") and that any information provided to the Service Manager in connection with the CHPI or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 18.7 The Service Manager shall ensure that an obligation is imposed on all subcontractors assisting the Service Manager in the performance of this Agreement to:
- (a) preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the Minister;
 - (b) ensure the PIPEDA compliance of all PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
 - (c) ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the Minister.
- 18.8 Each disbursement of Funding by the Minister to the Service Manager under this Agreement is subject to the necessary appropriations from the Provincial Legislature. The Minister shall not have any liability in the event the respective appropriations are insufficient to meet the Funding obligations of the Minister.
- 18.9 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 Minister and the Service Manager as partners of each other.
- 18.10 All of the remedies available to the Minister under this Agreement, at equity and/or at law are cumulative and are not alternative and the Minister shall not be precluded from availing himself simultaneously of some or all of the said remedies.
- 18.11 Notwithstanding any of the terms of this Agreement, the Minister shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

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- 18.12 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Minister and the Service Manager or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 18.13 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 18.14 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 18.15 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 18.16 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 18.17 This Agreement shall be read with all changes of gender and number required by the context.
- 18.18 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written Notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 18.19 If the Service Manager owes any money to the Minister, whether or not their return or repayment has been demanded by the Minister, such monies shall be deemed to be a debt due and owing to the Minister by the Service Manager and the Service Manager shall pay or return the amount to the Minister immediately unless the Minister otherwise directs. The Minister may charge the Service Manager interest on any monies owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.20 The Service Manager shall not assign this Agreement without the prior written consent of the Minister, which consent may be withheld, acting in his sole discretion.

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- 18.21 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 18.20 restricting the Service Manager's ability to assign this Agreement.
- 18.22 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 18.23 Subject to Article 8, this Agreement may only be amended by a written agreement duly executed by the Parties to this Agreement.
- 18.24 The provisions in sections 5.3, 5.4, 11.2, 12.2(c), (d), (e), (f), and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 14 (Notice), 15 (Indemnification), 17 (Audits and Reviews), and 18 (General) except for section 18.18 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS THEREOF this Agreement has been executed by the Parties.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
MINISTER OF MUNICIPAL AFFAIRS AND
HOUSING**

Per: _____

Name: Janet Hope

Title: Assistant Deputy Minister

Date: _____

[INSERT NAME OF SERVICE MANAGER]

Per: _____

Name: _____

Title: _____

Date: _____ c/s

Per: _____

Name: _____

Title: _____

Date: _____ c/s

I/We have the authority to bind the Service
Manager