

CITY OF HAMILTON

**COMMUNITY SERVICES DEPARTMENT
General Manager's Office**

TO: Chair and Members Emergency & Community Services Committee	WARD(S) AFFECTED: CITY WIDE
COMMITTEE DATE: April 6, 2011	
SUBJECT/REPORT NO: Renewal of Funding from Citizenship and Immigration Canada to Implement the Immigration Strategy (CS10043(a)) (City Wide)	
SUBMITTED BY: Joe-Anne Priel General Manager, Community Services	PREPARED BY: Tim Rees (905) 546-2424 ext. 4244 Linda Button (905) 546-2424 ext. 4992
SIGNATURE:	

RECOMMENDATION

- (a) That the City of Hamilton accept \$297,168 in renewed funding (for the period of April 1, 2011 to March 31, 2012) from Citizenship and Immigration Canada for the purpose of supporting the Hamilton Immigration Partnership Council and the implementation of the Immigration Strategy.
- (b) That the staff complement of the Community Services Department, required to support the Hamilton Immigration Partnership Council and the implementation of the made in Hamilton Immigration strategy, be temporarily increased by .3 FTE, which is to be funded by Citizenship and Immigration Canada.
- (c) That the Mayor and City Clerk be authorized and directed to execute the renewed Contribution Agreement (attached as Appendix A to Report CS10043(a), between the City of Hamilton and Citizenship and Immigration Canada, with respect to the Hamilton Immigration Partnership funding, in a form satisfactory to the General Manager, Community Services and the City Solicitor.

EXECUTIVE SUMMARY

This report seeks approval to receive \$297,168 from Citizenship and Immigration Canada as a renewed Contribution Agreement for the fiscal year April 1, 2011 to March 31, 2012 to support the Hamilton Immigration Partnership Council and the implementation of a local immigration strategy.

FINANCIAL / STAFFING / LEGAL IMPLICATION

Financial:

Funding will be provided by the Federal Government through Citizenship and Immigration Canada (CIC) totalling \$297,168 which will be allocated over the course of 12 months (April 1, 2011 to March 31, 2012) in accordance with the Contribution Agreement to be signed by CIC and the City of Hamilton, in a form satisfactory to the City Solicitor. Under the Agreement, CIC will reimburse eligible expenditures that are reasonable and directly related to the project. The Agreement stipulates that the City of Hamilton receive funding subject to an annual appropriation from Parliament for the purpose in which the contribution is contemplated, and that CIC may cancel or reduce the contribution if CIC funding levels are changed by Parliament.

As the contract holder with the Government of Canada, the City of Hamilton also provides in-kind support in the form of office space, financial administration and supervision.

The Contribution Agreement for 2011-2012 is \$95,977 less than for 2010-2011, which, apart from reflecting the overall cutbacks by CIC for settlement, excludes the research and community consultation activities undertaken in the developmental phase. This has necessitated reducing the staff complement from 4 to 3 FTE's.

Staffing:

A staffing complement of 3 FTEs (Program Manager, Program Analyst and Program Secretary) is required for the 12 month period of this agreement. These positions will be funded by the federal government, in accordance with the Contribution Agreement. Any salary increases and/or cost of living allowances beyond what is currently budgeted for (an estimated shortfall of \$16,000 is projected) will be covered by Employment Assistance surplus funding which was received from the province.

Legal:

The renewed Contribution Agreement is being reviewed by Legal Services prior to execution in order to ensure that it is consistent with the City's existing Agreement.

HISTORICAL BACKGROUND

On February 6, 2008, Citizenship and Immigration Canada (CIC) in partnership with the Ontario Ministry of Citizenship and Immigration (MCI) issued a call for proposals to municipalities to apply for funding to strengthen the role of local communities in serving and integrating immigrants through Local Immigration Partnerships. These Local Immigration Partnerships are to provide a collaborative framework for, and facilitate the development and implementation of, sustainable local solutions for successfully attracting, integrating and retaining immigrants.

The City of Hamilton was awarded \$285,195 in funding over 8.5 months from July 2009 to March 31, 2010 to establish a Hamilton Immigration Partnership Council and through this Council create a comprehensive immigration strategy. The Community Services Department has led this initiative and has been working with internal and external service providers and stakeholders including recent immigrants to Hamilton, to develop solutions that work for the intended audiences and the community as a whole.

In March 2010, the Contribution Agreement between CIC and Hamilton was renewed for another year from April 1, 2010 to March 31, 2011, in the amount of \$393,145 in order for the Hamilton Immigration Partnership Council to continue its work of developing a made-for-Hamilton immigration strategy. On June 23, 2010, Council unanimously endorsed Hamilton's first ever Immigration Strategy and Action Plan (Committee of the Whole Report 10-016, June 18, 2010, Item 7.2, CS09030(b)).

Upon the completion of the developmental phase and the creation of the Immigration Strategy, CIC approved further funding for the Hamilton Immigration Partnership Council to begin the work of implementing the Strategy. This new Contribution Agreement in the amount of \$297,168 covers the period of April 1, 2011 to March 31, 2012 to support the implementation of the Work Plan (see Appendix B).

POLICY IMPLICATIONS

Acceptance of this funding from Citizenship and Immigration will have no direct affect on corporate policies.

RELEVANT CONSULTATION

The Contribution Agreement, attached as Appendix A to Report CS10043(a), is being reviewed by Corporate Services Department, Legal Services Division and Finance and Administration.

ANALYSIS / RATIONALE FOR RECOMMENDATION

Hamilton has always been an important centre for settlement and integration and is one of the top communities in Canada in terms of our diversity and the number of recent immigrants that choose to settle here. The 2006 Census indicates that 25.4 percent of Hamilton's population are immigrants¹. While the greatest number of immigrants living in Hamilton originated in Europe, between 2001 and 2006 the majority have come from Asia and the Middle East, Europe and Africa².

The table below summarizes the immigrant population in Hamilton compared to Ontario and Canada. Immigrant population includes individuals that have resided in Canada for a number of years as well as those that have arrived more recently.

IMMIGRANT POPULATION OF HAMILTON AND ONTARIO As Proportion of Total Population (2006)			
Comparisons of Locations	Total Population	Immigrant Population	Immigrants as % of Total Population
Hamilton	497,400	126,485	25.4%
Ontario	12,028,895	3,398,725	28.3%
Canada	31,241,030	6,186,950	19.8%

Source: Statistics Canada. 2007. *Immigrant Status and Place of Birth (38), Sex (3) and Age Groups (10) for the Population of Canada, Provinces, Territories, Census Divisions and Census Subdivisions, 2006 Census*

A variety of reports on the importance of immigration to Canada's economic growth continue to be published by economists, social policy institutes, various levels of government, and others. As with the rest of Canada, Hamilton's future growth and prosperity will be primarily driven by immigrants and newcomers. How that growth occurs, how immigrants and new Canadians are received into the community, and how these individuals and families integrate and adapt, will have a direct influence on the success or failure of Hamilton's future growth and prosperity.

Many immigrants come to Canada with the expectation of freedom and opportunity, but upon arrival face significant challenges, including poverty, discrimination and joblessness. The unemployment rate (as reported by Statistics Canada 2006 Census) for recent immigrants (those who immigrated between 2001 and 2006) in the City of

¹ Source: Statistics Canada. 2007. *Immigrant Status and Place of Birth (38), Sex (3) and Age Groups (10) for the Population of Canada, Provinces, Territories, Census Divisions and Census Subdivisions, 2006 Census*

² Source: *Immigrant status and period of immigration and place of birth for the immigrants and non-permanent residents of Canada, Provinces, Territories, Census Metropolitan Areas and Census Agglomerations, 2006 Census, 20% sample data*

Hamilton was two times higher than the rate for the population as a whole. This is comparable to national figures where the unemployment rate in Canada as a whole is 6.4% and the rate for recent immigrants is 12%. Recent immigrants are having greater difficulty securing employment locally and nationally compared to the total population of Canada.

UNEMPLOYMENT RATES Total Population and Recent Immigrants Hamilton and Canada (2006)		
	Total Population	Recent Immigrants
Hamilton	6.5%	13%
Canada	6.4%	12%

Source: Statistics Canada, 2006 Census

The incidence of poverty for the total population in Hamilton is 18%. For recent immigrants the incidence of poverty is an alarming 51%. In other words, more than one half of recent immigrants in the City of Hamilton live in poverty. This is unacceptable and unnecessary given that many recent immigrants arrive in Canada with skills and education. These statistics also signal a loss of growth potential to the City's economy.

The issues of unemployment and poverty do not exist in isolation for immigrants as they impact physical and mental health, education, access to services, civic engagement, discrimination and racism. A problem of this magnitude requires the energy, creativity and support of the whole community including, but not limited to, the profit and not-for-profit sectors, education, health, municipal and senior levels of government.

Incidence of Low-income (before tax) in Hamilton by Select Groups	
Select Groups	Incidence of Low-Income
Total Population	18%
Recent Immigrants	51%

Source: Statistics Canada, 2006 Census

ALTERNATIVES FOR CONSIDERATION

Option 1

The City of Hamilton could choose not to sign the new Contribution Agreement with the CIC and reject the 100% federal funding and instead implement Hamilton's Immigration Strategy and Action Plan by re-prioritising existing Community Services Department work funded by the net levy.

Option 2

The City of Hamilton could choose not to move forward with the work of implementing the Immigration Strategy and Action Plan.

Neither of these alternatives is recommended by staff.

CORPORATE STRATEGIC PLAN

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

Skilled, Innovative & Respectful Organization

- ◆ A culture of excellence
- ◆ A skilled, adaptive and diverse workforce, i.e. more flexible staff
- ◆ More innovation, greater teamwork, better client focus
- ◆ An enabling work environment - respectful culture, well-being and safety, effective communication
- ◆ Council and SMT are recognized for their leadership and integrity
- ◆ Implementing an Immigration Strategy will affect the corporation as it will facilitate a skilled, innovative and respectful organization.

Financial Sustainability

- ◆ Financially Sustainable City by 2020
- ◆ Effective and sustainable Growth Management
- ◆ Delivery of municipal services and management capital assets/liabilities in a sustainable, innovative and cost effective manner
- ◆ Address infrastructure deficiencies and unfunded liabilities
- ◆ Generate assessment growth/non-tax revenues
- ◆ Sustainable Tri-parti Government Agreement
- ◆ An Immigration Strategy is part of planning for future growth including the population and economy.

Intergovernmental Relationships

- ◆ Influence federal and provincial policy development to benefit Hamilton
- ◆ Acquire greater share of Provincial and Federal grants (including those that meet specific needs)
- ◆ Maintain effective relationships with other public agencies
- ◆ The funding for the Immigration Strategy is under the Canada-Ontario Immigration Agreement.

Growing Our Economy

- ◆ Newly created or revitalized employment sites
- ◆ Competitive business environment
- ◆ A skilled and creative labour pool that supports new employers
- ◆ An improved customer service
- ◆ A visitor and convention destination
- ◆ Hamilton's share of immigrants is declining relative to many other communities at a time when current labour market trends highlight a growing need for immigrant skills. A skilled innovative labour force is critical to sustain population and labour market growth.

Social Development

- ◆ Everyone has a home they can afford that is well maintained and safe
- ◆ Hamilton residents are optimally employed earning a living wage
- ◆ Residents in need have access to adequate support services
- ◆ People participate in all aspects of community life without barriers or stigma
- ◆ The Immigration Strategy will facilitate a stronger and more welcoming community.

Healthy Community

- ◆ An engaged Citizenry
- ◆ Adequate access to food, water, shelter and income, safety, work, recreation and support for all (Human Services)
- ◆ A community that embraces diversity is a stronger and healthier community to live and work in.

APPENDICES / SCHEDULES

Appendix "A" to Report CS10043(a): Agreement between City of Hamilton and Citizenship and Immigration Canada for April 1, 2011 – March 31, 2012.

Appendix "B" to Report CS10043(a): Implementing the Hamilton Immigration Strategy and Action Plan, Year One Work Plan - April 1, 2011 – March 31, 2012.

CONTRIBUTION AGREEMENT

OFFICE USE	
100	File number EH 03331510
101	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
102	Amendment number 3

Between: Her Majesty the Queen in right of Canada,
as represented by the
Minister of Citizenship, Immigration and Multiculturalism
 (hereinafter referred to as the "Department")

55 Bay Street North
Hamilton, Ontario
L8R 3P7
 (address)

and

City of Hamilton
 (hereinafter referred to as the "Service Provider")

1 Hughson Street North, 2nd Floor
Hamilton, ON
L8R 3L5
 (address)

Whereas the Service Provider wishes to provide services to eligible clients under the (check appropriate box):

- Settlement Program
- Resettlement Assistance Program (RAP)

and has applied to the Department for funding under the said Program;
 and the Department wishes to provide a contribution to the Service Provider to assist it in carrying out such services;

the Department and the Service Provider undertake and agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto form the entire Agreement between the Department and the Service Provider (check appropriate box(es)):

- The Contribution Agreement;
- Schedule 1, entitled *Statement of Planned Activities and Intended Results*;
- Schedule 2.1, entitled *Description of Eligible Costs for the Settlement Program*;
- Schedule 2.2, entitled *Description of Eligible Costs for the Resettlement Assistance Program (RAP) Stream B - Indirect Services*;
- Schedule 2.3, entitled *Description of Eligible Costs for the Resettlement Assistance Program (RAP) Stream A - Direct Services*;
- Schedule 3, entitled *Terms of Payments*;
- Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to a contribution agreement that is subject to being accounted for and audited.
- 2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to eligible clients' resettlement, adaptation, settlement and integration.

2.3 "Eligible costs" means the costs described in Schedules 2.1, 2.2, or 2.3 required by the Service Provider to provide services which are:

- a) incurred and paid by the Service Provider in relation to the services during the funding period, or during the fiscal year in the case of multi-year funding, or
- b) incurred by the Service Provider in relation to the goods and services purchased during the last two months of the funding period and paid within sixty days of the conclusion of the funding period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

Restrictions:

- i. Costs associated with validation of individual's credentials are not eligible
- ii. Profit is neither a "cost" nor an "expense" and therefore may not be included as an eligible cost.

2.4 "Capital costs" means eligible and necessary costs in the opinion of the Department, as described in the Capital Costs sections of Schedules 2.1, 2.2, or 2.3, that the Service Provider expects to incur and pay for capital assets (such as computers, furniture, and other tangible property) purchased and/or leased and costing in excess of \$1000, which are necessary for the provision of ongoing services or for administrative purposes. Capital costs remain subject to the yearly maximum as established in the program Terms and Conditions.

2.5 "Eligible client" means:

A) For the Settlement Program:

- i. Permanent Residents of Canada who have not become Canadian citizens;
- ii. Protected persons as defined in Section 95 of the Immigration and Refugee Protection Act (IRPA);
- iii. Individuals who have been selected, in Canada or overseas, to become permanent resident spending completion of medical, security and criminal verification statutory requirements, and who have been informed, by a letter from Citizenship and Immigration Canada;
- iv. Convention refugees and protected persons overseas who have been selected for resettlement in Canada by Citizenship and Immigration Canada;
- v. Live-in Caregivers
 - a. Applicants overseas who have been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of their temporary work permit are eligible to receive services under the Canadian Orientation Abroad (COA) initiative,
 - b. Applicants in Canada and in possession of a temporary work permit issued under the Live-in Caregiver Program are eligible for all settlement services with the exception of language training.

Restrictions:

- i. To access language training, an eligible client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory;
- ii. Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for CIC Settlement Program Services except for those accepted under the Live-in Caregiver Program and those described in A) iii) above.

B) For the Resettlement Assistance Program

For RAP – Domestic component (Service Providers located in Canada), "eligible client" has the same meaning as defined in the RAP Terms and Conditions approved by the decision of the Treasury Board of March 7, 2005, and without limiting the foregoing generally refers to the following clients and their accompanying dependents:

- i. Permanent residents admitted to Canada who have been determined to be members of the "convention refugee abroad class", "source country class", or "country of asylum class"; or
- ii. Temporary residents who are issued a permit under section 24 of the IRPA and who initially applied for admission to Canada as members of the "convention refugee abroad class", "source country class", or "country of asylum class"; or
- iii. Persons who were members of the Protected temporary residents class who became permanent residents under section 151.1 of the Regulations; or
- iv. Permanent residents admitted to Canada who were granted permanent residence under section 25 of IRPA; or
- v. Permanent residents and temporary residents admitted to Canada who, apply for admission as members of any future humanitarian-protected persons abroad classes.

For RAP – International component (Service Providers located outside of Canada), “eligible client” has the same meaning as defined in the RAP Terms and Conditions approved by the decision of the Treasury Board of March 7, 2005, and without limiting the foregoing generally refers to the following clients and their accompanying dependents:

- i. Persons who have been selected to come to Canada as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes; or
- ii. Persons whom Canada intends to select as members of the convention refugee abroad class, or members of the humanitarian-protected persons abroad classes; or
- iii. Persons whom Canada is considering for selection as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes;
- iv. Persons who are issued a temporary resident permit pursuant to section 24 of the IRPA initially applied for admission to Canada as members of the Convention refugee abroad class; or members of the humanitarian-protected persons abroad classes;
- v. Persons, and their accompanying or non-accompanying family members, who are selected under section 25 of the IRPA for the purposes of urgent protection as described in paragraph (vii) of “Eligible Client” (Domestic Component – Clients located in Canada) who Canada has selected, intends to select or is considering selecting.

- 2.6 “Ongoing childminding” means an informal, unlicensed arrangement for the care and supervision, on a daily or regularly-recurring basis, of a child with a parent or guardian receiving ongoing CIC-funded settlement services at the same site.
- 2.7 For the Resettlement Assistance Program, “temporary accommodation” means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.
- 2.8 “Funding period” means the period specified in Schedules 2.1, 2.2, or 2.3 in the section entitled *Duration of Activity / Funding Period*.
- 2.9 “Term of Agreement” means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one year after the end of the funding period.

3.0 CONTRIBUTION

3.1 In order to assist the Service Provider to provide the services, and subject to the terms of the Agreement, the Department will make a contribution to the Service Provider in respect of the eligible costs of the services of an amount not exceeding the lesser of:

- A) 100% of the eligible costs; or
- B) the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3.

3.2 A) Costs are eligible costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- i. directly related to and necessary for the provision of the services;
- ii. reasonable; and
- iii. allowable expenditures for the provision of the services.

B) For the purposes of 3.2 A) ii), “reasonable”, in the case of costs for travel, means costs that do not exceed the authorized rates set out in the *Treasury Board Travel Directive*.

3.3 The total maximum contribution as identified in Schedule 2.1, 2.2 or 2.3 shall not be exceeded without an amendment.

Furthermore, the maximum contribution for the following items shall not be exceeded without the prior written approval (including email, memo, fax or written letter) of the Department:

For all programs:

- i. Administrative cost category;
- ii. Capital cost category; and
- iii. All salary amounts regardless of cost category.

In addition, for the RAP program,

- iv. Temporary accommodation, food and incidental per person rates as set out in Schedule 2.3 cannot be changed without Departmental approval.

Funds may be transferred among other cost items and categories without the prior written approval of the Department, unless otherwise limited in Schedule 4, and provided that the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3 is not exceeded.

3.4 Additionally, in cases where the Service Provider receives more funding than anticipated from any or all sources for the activities specified in the Agreement under Section 5.1, repayment of the pro-rata share of the contribution from the Department may be required by the Department.

3.5 Notwithstanding any other provision of this Agreement:

- A) No contribution is payable by the Department in respect to any portion of the cost of any eligible costs for which the Service Provider receives a rebate or reimbursement.
- B) Only that portion of the Goods and Services Tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an eligible cost.
- C) If the rebate is received within the same calendar year as the Agreement, it should be considered to be part of the contribution and included in the calculation of the claim. If the rebate is received outside the calendar year from the Agreement period, the Service Provider will reimburse the Department accordingly.
- D) Any interest or any other income earned on advances of the contribution shall be accounted for by the Service Provider and considered part of the contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding section 3.1:

- A) No contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Service Provider, or officer or director of the Service Provider, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the contribution by reimbursement, upon receipt from the Service Provider of claims for eligible costs as identified in section 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and to there being funds available; furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the contribution.
- 4.3 Claims for reimbursement of eligible costs are to include supporting documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims for reimbursement from the Service Provider should be submitted for periods not exceeding three (3) months, unless specified otherwise in Schedule 1 or Schedule 4.
- 4.5 In accordance with the Terms of Payments set out in Schedule 3 and the Treasury Board's *Policy on Transfer Payments*, the Department may make advance payments of a contribution in approved cases, where it has been demonstrated in a written statement that advance payments are essential to the achievement of Agreement objectives.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period with the exception of the expense of an auditor's statement that may be incurred after the end of the funding period, if such a statement is required by the Department.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Service Provider from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Service Provider shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charge Regulations* will apply.
- 4.8 Amounts due to the Service Provider under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.

5.0 SERVICE PROVIDER'S OBLIGATIONS

The Service Provider also agrees to abide by the following obligations during the entire funding period and where relevant, during the entire term of this Agreement:

- 5.1 To submit to the Department, prior to the start of the agreement, a disclosure of all confirmed or potential sources of funding or in-kind participation for program activities and/or eligible costs related to the agreement. The Service Provider shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedules 1 and 4, and shall do so within 30 days of their occurrence. The Service Provider shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 1 or 4.
- 5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;
- 5.3 To ensure that all personnel designated by the Service Provider to provide the services described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

- 5.4 To inform clients of services available in the client's official language through other organizations. In addition, the Service Provider agrees to:
- A) additional requirements under this section (5.4) are not applicable as identified by the Department; or
 - B) organize activities, projects, and programs to meet the needs of the two official language communities;
 - C) consult annually with official language minority communities about settlement and re-settlement needs for direct service provision, when applicable, as determined by the Department. Such consultations may be conducted in conjunction with other organizations, particularly in locations where there is more than one service provider;
- 5.5 To adhere to the following additional Official Language requirements:
- A) additional requirements under this section (5.5) are not applicable as identified by the Department; or
 - B) if the Service Provider is
 - located in the National Capital Region or outside of Canada; or
 - providing services that are national in scope; or
 - required to offer services in both official languages based on an assessment of local need by the Department;then the Service Provider will
 - i. Provide services of equal quality to the general public in both official languages, and to individuals and specific publics in the language of their choice, and
 - ii. Make the public aware through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication, of the existence of such services;
- 5.6 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;
- 5.7 To ensure that all members of the Board of Directors:
- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
 - B) are fully informed about the management and operations of the Service Provider; and
 - C) are familiar with the principles of Board governance;
- 5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department; and
- 5.9 Where contribution agreements include provision of funds for ongoing childminding or daycare services:
- A) Where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services, the Service Provider must ensure all provisions of the National LINC Childminding Requirements, and, where applicable, the provincial/territorial legislation(s) for licensed daycare are met.
 - B) Where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services, the Service Provider must ensure that the contracted third party is licensed by the province/territory.

6.0 PROGRAM MONITORING, INFORMATION AND REPORTING REQUIREMENTS

In order to fulfil the Department's information, management and accountability requirements, the Service Provider further agrees to abide by the following obligations:

- 6.1 During the entire funding period, the Service Provider will:
- A) ensure that authorized representatives of the Department are permitted reasonable access, during normal business hours, to all premises on which services are being provided under this Agreement, or which provide support for these services, in order to monitor all aspects of the Service Provider's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
 - B) keep and maintain records containing the following information about each eligible client to whom services are provided:
 - i. Immigration identification number (eight-digit numeric Client ID number; IMM 1000 number on the Record of Landing; IMM 5292 number or IMM 5509 number; Temporary Resident Permit number; Ministerial Permit number);
 - ii. surname;
 - iii. given name(s); and
 - iv. date of birth.
- 6.2 During the entire term of the Agreement, the Service Provider will:
- A) keep and maintain proper books and records in accordance with generally accepted business and accounting principles and practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
 - B) retain all invoices, receipts, cancelled cheques, vouchers and other supporting documents relating to the books and records (including final financial statements).

- 6.3 For each reporting period during the entire term of the Agreement, the Service Provider shall also submit to the Department claims for eligible costs (with supporting documents if requested by the Department), and statements of progress, both statistical and narrative, against the achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency; and which contain the following:

General requirements for all programs:

- A) a brief progress report on the completion of planned activities and achievement of expected results identified in Schedule 1, including an assessment of successes, obstacles and opportunities encountered by the Service Provider in providing the services;
- B) the number of clients served in each official language;
- C) statistical data as the Department may, from time to time, specify in writing; and,
- D) any additional reporting requirements identified in Schedule 1 or 4.

Requirements specific to RAP A – direct services:

- A) the number of hours of each RAP service provided to each eligible client;
- B) the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.

- 6.4 The Service Provider shall submit to the Department reports on the actions taken to meet Official Languages obligations as identified in sections 5.4 and 5.5, as well as any additional requirements identified in Schedules 1 and 4. The reports shall be submitted at the end of the Agreement for single-year Agreements (or less); at the end of each fiscal year for multi-year Agreements; or as otherwise specified in Schedule 1 or 4.

- 6.5 During the entire term of the Agreement, and for six years afterwards in case of financial records and five years afterwards in case of non-financial records, the Service Provider agrees to:

- A) make such books, records and documents, as described in section 6.1, 6.2 and 6.3 available for inspection and audit by representatives of the Department, who may make copies thereof and take extracts therefrom;
- B) make available proper facilities for any such inspection or audit by representatives of the Department;
- C) provide any other information that may be required with respect to the books and records described in 6.1, 6.2 and 6.3; and
- D) send copies of the records referred to in section 6.1 b) to the Department, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the services.

- 6.6 During the entire term of the Agreement, and for greater certainty further to section 6.1 b), the Service Provider shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program.

The Service Provider also agrees:

- A) that additional requirements under this section 6.6 as identified by the Department, are not applicable; or
- B) to use the Internet-based Immigration-Contribution Accountability Measurement System (iCAMS) or the History of Assessments, Referrals and Training System (HARTS) and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency.

- 6.7 The Service Provider shall submit to the Department, within sixty (60) days of the end of the funding period or as otherwise specified in Schedule 1 or 4:

- A) a final claim for eligible costs (with supporting documents if requested by the Department), including a declaration of funds received from any and all sources, and
- B) a final progress report which contains the following:
 - i. an assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in Schedule 1);
 - ii. an assessment of the project's impact and contribution towards longer-term settlement or resettlement outcomes for newcomer clients;
 - iii. an overall assessment of successes, obstacles and opportunities encountered by the Service Provider in providing the programming/service(s); and
 - iv. reports on the actions taken to meet Official Languages obligations as identified in section 6.4.

- 6.8 Service Providers receiving multi-year funding shall be subject to financial and activity monitoring activities by the Department, as set out in sections 6.1 to 6.7 on an on-going basis, at least once per year, in relation to their annually articulated planned objectives/deliverables for each year of the Agreement. In addition, at the end of each funding year, the Service Provider shall submit an updated description of eligible costs using Schedule 2.1 or Schedule 2.2 or Schedule 2.3. The Department will assess whether monitoring activities indicate that satisfactory outcomes have been achieved, whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order. The Department shall also determine whether an amendment to the Agreement is required, and will prepare and process it where needed. Satisfactory outcomes for the above noted activities are required in order for the multi-year funding agreement to continue.

7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Information collected or maintained by the Service Provider for the purposes of providing services and fulfilling its obligations pursuant to this Agreement is subject to the provisions of the applicable provincial/territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act*, whichever is applicable.

Personal information collected or maintained by the Service Provider for the purposes of providing services and fulfilling its obligations pursuant to this Agreement shall be treated as confidential and not disclosed to any person except in accordance with applicable law.

The Service Provider shall take all security measures reasonably necessary, including those set out in any instructions issued by the Department for the protection of same against unauthorized use or disclosure.

7.2 In addition to 7.1 above as it relates to section 6.6 specifically, the Service Provider agrees:

- A) that additional requirements under this section (7.2) as identified by the Department, are not applicable; or
- B) to:
- i. display the pamphlet that explains the purpose and privacy implications of collecting client's information;
 - ii. keep the pamphlet in sufficient quantities in a location visible to all clients for their easy access;
 - iii. if the client is illiterate, verbally transmit in a summary way, within the capacity of the Service Provider, the contents of the pamphlet;
 - iv. for clients preferring to read the pamphlet in a non-official language, make the translation of the pamphlet available to these clients, as far as reasonably possible; and
 - v. comply with *ICAMS Security Requirements for Service Provider Organizations* and other related Departmental policies and instructions governing security matters.

The Department shall not be held liable for actions arising out of the Service Provider not taking appropriate security measures as required in this Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Service Provider becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Service Provider, or the Service Provider is dissolved.
- C) The Service Provider is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Service Provider has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Service Provider has failed to provide the services in an acceptable manner.
- F) The activities or anticipated activities of the Service Provider are contrary to Canadian law.

8.2 In the event of default and after consultation with the Service Provider, the Department may direct that changes be made to the services.

8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Service Provider in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction;
- B) by written notice to the Service Provider in the event of default, immediately terminate any obligation to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that eligible clients' needs would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.

8.4 Furthermore, in the event of default and termination of the Agreement by the Department:

- A) the Service Provider shall dispose of assets as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

- 9.1 This Agreement is an agreement for a contribution to the Service Provider only; and nothing in it or done pursuant to it is to be construed as constituting the Service Provider as the Department's agent, representative, employee or co-venturer. The Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department.
- 9.2 More specifically, the Service Provider shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Service Provider of its obligations pursuant to this Agreement, including, but not limited to, the following:
- A) non-payment by the Service Provider of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Service Provider becomes bankrupt or insolvent or is placed in receivership;
 - B) any injury or death of a person;
 - C) any loss or damage to property caused or alleged to be caused by the Service Provider or its servants or agents in carrying out the services;
 - D) any settlement for wrongful dismissal by the Service Provider; and
 - E) any infringement of the third party's intellectual property rights, including claims that stem from the use of hardware or software provided to the Service Provider by the Department or acquired by the Service Provider with funds pursuant to this Agreement.
- 9.3 As soon as the existence of a claim from a third party as described in section 9.2(e) is made known to the Department, the Department is entitled to prohibit the Service Provider from making further use of the hardware or software described above and to issue instructions to the Service Provider regarding such claims. If the Service Provider does not comply with any instructions issued by the Department pursuant to section 9.2(e) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.
- 9.4 Where the Service Provider is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Service Provider, that they shall also be personally, jointly and severally liable for any and all obligations of the Service Provider under this Agreement, and for any debt that may become due to the Department hereunder.
- 9.5 The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.
- 9.6 When the Service Provider contracts for products or services which are the subject matter of this Agreement, the Service Provider must:
- A) use a fair process in obtaining price quotes from prospective contractors;
 - B) ensure value for money;
 - C) provide the Department with copies of all contracts with third parties; and
 - D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i. during the entire term of the Agreement, and
 - ii. for 5 years afterwards.
- 9.7 Additionally, the Service Provider must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:
- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party; the Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department; and
 - B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.

10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the services, the Service Provider produces any work subject to intellectual property rights, these rights shall vest in the Service Provider.
- 10.3 Service Providers should, or must if applicable, negotiate a copyright license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by students, instructors and administrative staff.
- 10.4 Where the production of the work has been funded, in whole or in part, by the contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.5 Additionally, with respect to any work licensed under this Section, the Service Provider:
- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
 - B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 9.6(d) of this Agreement; and
 - C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Service Provider as being solely responsible for the content of such work.

- 10.6 If the Service Provider is involved, either in or out of court, in a claim by a third party relating to the infringement of its intellectual property rights, the Service Provider must inform the Department immediately in writing of the claim.
- 10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with contribution funds, the Service Provider and the Department agree that ownership of such assets rests with the Service Provider, subject to the following:

- 11.1 That such assets be insured for replacement costs;
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Service Provider. The inventory should include sufficient information such as purchase date, make, model and serial number for easy identification of the assets;
- 11.3 That the Service Provider neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.
- 11.4 That at the termination of the Agreement, the Service Provider ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:
- A) be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no longer be claimed for reimbursement; or
 - B) be turned over to a registered charitable organization; assigned to another organization (as approved by the Department), or retained by the Agreement holder.

12.0 GENERAL

- 12.1 This Agreement and its attached Schedules and any written instructions issued pursuant to its provisions constitute the entire agreement between the Department and the Service Provider with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.
- 12.2 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 12.3 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.4 This Agreement is binding on the Parties and their successors and permitted assigns.
- 12.5 This Agreement may be amended with the mutual consent of the Service Provider and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Service Provider and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.
- 12.6 The Department may, by notice to the Service Provider, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than one month(s) written notice of intention to terminate. In the event of a termination notice being given by the Department under this section:
- A) The Service Provider shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
 - B) All eligible costs incurred by the Service Provider up to the date of termination, not exceeding the maximum amount of the Department's contribution payable under this Agreement, will be paid by the Department, including the Service Provider's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Service Provider and the same are reasonable and properly attributable to the termination of the Agreement.
 - C) The amount of any contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.

12.7 A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:

i. In the case of The Department to: Manager, CIC Hamilton
55 Bay Street North
Hamilton, Ontario
L8R 3P7

ii. In the case of the Service Provider to:
Tim Rees
LIPS Coordinator
City of Hamilton
1 Hughson Street North, 2nd Floor
Hamilton, Ontario
L8R 3L5

or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.

B) Any notice that is delivered will have been received on delivery; any Notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any Notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any Notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.

- 12.8 The Service Provider represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.9 The Service Provider represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Service Provider enforceable with its terms.
- 12.10 The Service Provider represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.
- 12.11 The Service Provider and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Service Provider and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.12 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Service Provider in carrying out its obligations under this agreement, and the Service Provider will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.13 The Service Provider will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have intellectual property rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Service Provider will indemnify and save harmless the Department from any such claims.
- 12.14 When direct client services are provided, the Service Provider shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Service Provider's services are funded by the Government of Canada.
- 12.15 Where in the opinion of the Department there is a demand, the Service Provider will ensure that services and documentation intended for public use be available in both of Canada's official languages.
- 12.16 The Service Provider shall also publicly acknowledge the Government of Canada's contribution in the following manner :
- A) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative".
- B) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.
- 12.17 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.18 The Service Provider warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.
- 12.19 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.

- 12.20 It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.21 Any person lobbying on behalf of the Service Provider must be registered pursuant to the *Lobbyist Registration Act*.
- 12.22 The Parties agree that unless otherwise specified in writing in this Agreement, the law of the province where the Service Provider's head office is located shall be the applicable provincial law.

Service Provider Name (Printed)	Position
Service Provider Signature	Date

Y	M	D

Director or other official authorized to bind the Service Provider
In the case of a Service Provider which is a corporation, I warrant that I have the authority to bind the corporation

Service Provider Name (Printed)	Position
Service Provider Signature	Date

Y	M	D

Director or other official authorized to bind the Service Provider
In the case of a Service Provider which is a corporation, I warrant that I have the authority to bind the corporation

Department Name (Printed)	Position
Department Signature	Date

Y	M	D



Integration Programs - Schedule 1 Statement of Planned Activities and Intended Results

Settlement Program (select the outcome(s) that the project contributes to): <input type="checkbox"/> A. Orientation <input type="checkbox"/> B. Language/Skills <input type="checkbox"/> C. Labour Market Access <input type="checkbox"/> D. Community Connections <input checked="" type="checkbox"/> E. Development & Capacity Building	Resettlement Assistance Program <input type="checkbox"/> Direct Services (Stream A) <input checked="" type="checkbox"/> Indirect Services (Stream B)	OFFICE USE			
		100	FILE NUMBER	EH 03331510	
		101	1. ORIGINAL 2. AMENDMENT	2	
		102	AMENDMENT NUMBER	3	
1 NAME OF SERVICE PROVIDER City of Hamilton					

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS

LOCAL IMMIGRATION PARTNERSHIPS (LIPs)

Project Description

1. Local Immigration Partnerships (LIPs) will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to Ontario that are local and regional in scope.

Objectives

2. The overall objective of the LIPs initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

Activities

3. To achieve the overall objective of the project, the Service Provider Organization (SPO) agrees to conduct these activities during the funding period and as otherwise specified in this agreement:

- To establish a partnership council made up of a diverse range of representatives from the community.
- To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services.
- To support program delivery by
 - Collecting and reporting on newcomer service delivery;
 - Monitoring service delivery to newcomers in the community
 - Recommending improvements to program and service delivery;
 - Conducting research and program assessments;
 - Planning and conducting needs assessments;
 - Working with other service providers and funders;
 - Building or enhancing the capacity of service providers to delivery services to newcomers.

Definition of a Partnership Council

4. For the purpose of this agreement, a partnership council is defined as a group made up of representatives from community organizations that provide services to or have an interest in the integration of newcomers. Members can

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
D M Y	D M Y	D M Y
DATE	DATE	DATE



FILE NUMBER **EH 03331510**

Statement of Planned Activities and Intended Results (cont'd)

...e drawn from local and regional governments, community organizations, immigrant serving agencies, language training providers, local associations or bodies, regional employment networks, economic development corporations. The partnership council is to meet regularly to develop a coordinated, comprehensive and strategic approach to immigration and integration that fits the needs of the community it represents. To advance the labour market component of a settlement strategy, the council is to liaise and consult with labour market networks in its community such as the Integrated Local Labour Market Initiative and labour market development councils. The partnership council is also required to coordinate and establish linkages with any other community planning initiatives conducted by the applicable municipal government that may be underway during the life of this agreement.

5. In developing a partnership council, the service provider must ensure that **terms of reference** are established and agreed to within three months from the start of the funding period. The terms of reference are to include, at a minimum, the following:

- Guiding values and ethics;
- A schedule of meetings;
- Procedures and processes on how the council is to be established, members are to be selected, decision making, quorum and governance;
- A list of all members, which identifies each by name and the organization he or she represents;
- A policy on conflict of interest.

Deliverables:

6. With respect to the **establishment of a partnership council**, the service provider agrees to provide the following deliverables:

- To establish terms of reference as detailed under the section "Definition of a Partnership Council" and provide a copy to CIC within three months of the start of the funding period.
- To hold a minimum of 6 meetings during the one year funding period.
- To prepare minutes for each meeting and to submit a copy to CIC with the following month's payment claim and narrative report on the activities of the council.

7. With respect to the **development of a local settlement strategy**, the service provider agrees to provide to CIC the following deliverables:

- An action plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.
- A database on immigrants in the community and related service planning data.
- A report on the immigrant populations in the community, available settlement services and the capacity of service providers to provide for newcomers.
- A report on consultations held with newcomers, employers and service providers in the community.
- A local settlement strategy that indicates how the following outcomes will be achieved:
 - Improvements in accessing and coordinating services that facilitate immigrant settlement and integration.
 - Improvement in immigrants gaining access to the local and regional labour market.
 - Strengthened local and regional awareness and capacity to integrate immigrants.
 - Establishment and enhancement of partnerships that includes the participation of multiple stakeholders in planning, the coordination of newcomer service delivery of in the areas of settlement, integration, language training and labour-market integration with a focus on provider funded by Citizenship and Immigration Canada (CIC) and or the provincial Ministry of Citizenship and Immigration.
 - Ongoing communication and consultation with local and regional labour market networks.

SERVICE PROVIDER SIGNATURE				SERVICE PROVIDER SIGNATURE				DEPARTMENT SIGNATURE			
	D	M	Y		D	M	Y		D	M	Y
DATE				DATE				DATE			



FILE NUMBER **EH 03331510**

Statement of Planned Activities and Intended Results (cont'd)

i. With respect to **an action plan to implement the local settlement strategy** after it is developed, the service provider agrees to provide to CIC the following deliverables:

- A detailed work-plan that includes
 - the tasks, activities, rolls, responsibilities and timelines that would be required to implement the local settlement strategy;
 - A detailed description of how ongoing community planning that is collaborative in nature will be established and maintained;
 - A plan to integrate the delivery of settlement services and minimize duplication;
 - A plan to collect data and report on the implementation of the local settlement strategy;
 - A sustainability plan for further implementation;
 - A strategy to develop performance measures and a methodology for evaluating the overall success of this project.

ADDITIONAL ACTIVITIES AND DELIVERABLES FOR THE PERIOD OF April 1, 2011 TO March 31, 2012

In addition to the previously mentioned activities and deliverables, the service provider agrees to the following for the period of April 1, 2011 to March 31, 2012.

1. **Implementation of the strategic plan:** The service provider will implement the strategic plan developed under this agreement. The successful implementation of the plan will entail an appropriate governance model, a communications plan and further training of the LIP coordinator and key stakeholders.
2. **LIP Advisory Council and sub-committees:** The service provider will organize and coordinate the activities of the City of Hamilton LIP Advisory Council and its sub-committees.
3. **Implementation of appropriate governance models, committee structure and processes:** The service provider will develop newly formed sub-committees, in addition to the City of Hamilton LIP Advisory Council. The service provider will develop terms of references and processes for each committee. Each committee will develop a final report for review by the LIP Advisory Council.
4. **LIP Advisory Council Meetings:** The City of Hamilton LIP Advisory Council will meet on a quarterly basis and will focus on the development of the sub-committees, the communications plan and the sustainability plan for this partnership.
5. **Communication Strategy:** A formal communications plan (between the LIPs Council, community agencies, community stakeholders, other levels of the government, etc.) will be developed and implemented as part of the implementation of the City of Hamilton LIPs strategic plan.
6. **Awareness Initiative:** May involve holding LIPs appropriate learning forums and other community oriented events.
7. **Sustainability:** The service provider agrees to examine and report on different strategies regarding the sustainability of the City of Hamilton LIP Advisory Council and its sub-committees.

OTHER:

The Service Provider agrees to adhere to the Work Plan, attached, in order to comply with all the above identified activities, objectives and outcomes.

Both parties agree that the attached work plan will be considered as Appendix A of the Contribution Agreement.

SERVICE PROVIDER SIGNATURE				SERVICE PROVIDER SIGNATURE				DEPARTMENT SIGNATURE			
	D	M	Y		D	M	Y		D	M	Y
DATE				DATE				DATE			

PART A: INTEGRATION PROGRAMS - SCHEDULE 2.1
Description of Eligible Costs for the Settlement Program

1 Name of service provider City of Hamilton		OFFICE USE ONLY	
2 Address 1 Hughson Street North, 2nd Floor Hamilton, ON L8R 3L5		100 File number: EH 03331510	101 Original Amendment <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>
3 Telephone number (905) 546-2424	4 Facsimile number (905) 546-2424	102 Amendment number	
5 Description of services Local Immigration Partnerships (LIPs)			
6 Duration of activity / Funding period		From: 2009-07-20 YYYY-MM-DD	To: 11/2011-04-01 YYYY-MM-DD
		Fiscal years: 3	

CIC CONTRIBUTION - SEE ATTACHED FOR COST ITEMS DETAILS

7 COST CATEGORY	FY 1 2009-2010	FY 2 2010-2011	FY 3 2011-2012	LINE ITEM TOTAL
ADMINISTRATIVE	\$188,006	\$323,345	\$252,178	\$763,529
PROGRAM DELIVERY	\$64,301	\$69,800	\$44,990	\$179,091
CAPITAL	\$32,888			\$32,888
ELIGIBLE GST/HST				
TOTAL CONTRIBUTION PER FISCAL YEAR	\$285,195	\$393,145	\$297,168	\$975,508

Service provider name (print)	Service provider name (print)	Department signatory (print)
Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

OFFICE USE ONLY

103 Agreement pre-verification - signature <i>A.R. B.</i>	104 Independent verification - signature <i>C. Myers</i>	105 Certified that funds are available in accordance with Section 32(1) of the F.A.A. - signature <i>K. Johnson</i>
Date (YYYY-MM-DD) ▶ 2011-02-23	Date (YYYY-MM-DD) ▶ 2011-02-23	Date (YYYY-MM-DD) ▶ 2011/03/01
106 Constituency number	107 SAP vendor number 1029706	108 Pre-audit - initial JA 1/3/11
		109 Data capture - initial EJ 8/3/11

110 FUNDS CMT #	FUND	COST CENTRE	G/L ACCOUNT	INTERNAL ORDER	AMOUNT
EH03331510	1108	33156532	59366	1000521	285,195
EH03331510	1108	33156532	59366	1000521	393,145
EH03331510	1108	33156532 6941	59366	1000521	297,168

INTEGRATION PROGRAMS - SCHEDULE 2.1
Breakdown of Eligible Costs for the Settlement Program

1	Name of service provider City of Hamilton	100	File number EH 03331510
		112	Cost items for FY 1 2009 - 2010

ADMINISTRATIVE

Qty	Job title or item description	Details (Qty, Unit, Price, Rate, etc.)	Amount for fiscal year
	Program Manager	56.693X 35X 23weeks + 4 days	\$47,226
		57.543X35X12weeks + 4 days	\$25,779
	Program Secretary	24.263X35X23weeks + 4 days	\$20,211
		24.991X35X12weeks + 4 days	\$11,196
	Community Services Program Analyst	32.354X24.5X23weeks + 4 days	\$18,865
		33.325X24.5X12weeks + 4 days	\$10,451
	Social Policy Analyst	34.947X14X23weeks + 4 days	\$11,644
		35.471X14X12weeks + 4 days	\$6,356
	Benefits/MERC	23.91% (OMERS - 8%; Government benefits (CPP, EI, BHT) - 9%; Group Life, LTD, Med & Dental - 6%; WSIB)	\$36,278

Total Administrative:

PROGRAM DELIVERY

Qty	Job title or item description	Details (Qty, Unit, Price, Rate, etc.)	Amount for fiscal year
	Office Space/Rent	\$833.29 x 8.5 months	\$7,083
	Surveys/Interviews		\$35,000
	Blackberry/Cell phone		\$1,218
	Travel		\$2,000
	Professional Services:Facilitators,Consultant	\$2500/meeting x 6 meetings	\$15,000
	Communication Resources		\$4,000

Total Program Delivery:

CAPITAL

Qty	Job title or item description	Details (Qty, Unit, Price, Rate, etc.)	Amount for fiscal year
	Workstation, chair,data/electrical connection	4 x \$7500	\$30,000
	Computer hardware lease	4 x \$722	\$2,888

Total Capital:

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE:

Total Eligible GST/HST:

Total Maximum CIC Contribution for Fiscal Year:

FY 1 2009 - 2010

Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

INTEGRATION PROGRAMS - SCHEDULE 2.1
Breakdown of Eligible Costs for the Settlement Program

1	Name of service provider City of Hamilton	100	File number EH 03331510
		112	Cost items for FY 2 2010 - 2011

ADMINISTRATIVE

Administrative Salaries

Qty	Description of Item	Details (Qty, Unit, Price, Rate, etc.)	Amount for Fiscal Year
	Program Manager	\$56.911/hr x 35 hrs/week x 52 weeks	\$103,578
	Program Secretary	\$25.0912/hr x 35 hrs/week x 52 weeks	\$45,666
	Community Services Program Analyst	\$32.4835/hr x 35hrs/week x 52 weeks	\$59,120
	Social Policy Analyst	\$32.4835/hr x 35hrs/week x 52 weeks	\$59,120
	Benefits and MERC:		
	Program Manager (13.396% of \$103,578)	CPP2.406%, EHT1.95%, EI.08%, OTHER8.96%	\$13,875
	Program Secretary (20.68% of \$45,666)	CPP4.57%, EHT1.95%, EI1.86%, OTHER12.3%	\$9,444
	Community Srvc Prgrm Anlst (25.48% of \$59,120)	CPP3.58%, EHT1.95%, EI1.45%, OTHER18.5%	\$15,064
	Social Policy Analyst (19.48% of \$59,120)	CPP3.58%, EHT1.95%, EI1.45%, OTHER12.5%	\$11,517
		*NOTE- Other Includes: OMERS, Group Life, LTD, Med & Dental, WSIB. *Percentages of each different for each employee	
Administrative Salaries Subtotal:			\$317,384

Administrative Overhead

Qty	Description of Item	Details (Qty, Unit, Price, Rate, etc.)	Amount for Fiscal Year
	Telephone/Fax		\$920
	Program Manager Cell Phone	\$70/month x 12 months	\$840
	Staff Travel	\$0.52/km x 481 km/month = \$250.12 x 12 months	\$3,001
	Professional Development	\$300/ staff x 4 staff	\$1,200
Administrative Overhead Subtotal:			\$5,961

Total Administrative:

PROGRAM DELIVERY

Qty	Description of Item	Details (Qty, Unit, Price, Rate, etc.)	Amount for Fiscal Year
	Office Supplies	\$250/month x 12 months	\$3,000
	Printing and Reproduction	Facts Sheets, Nwslttrs, Rptrs, Discussion Papers	\$10,000
	Hardware Lease/Maintenance	\$200/month x 12 months	\$2,400
	Facilitators and Consultant Expenses		\$10,000
	Policy Position and Scholarly Research Papers	\$2500/meeting x 6 meetings	\$26,000
	Interpretation and Translation	By Certified Interpreters and Translators	\$10,000
	Web site Development and Maintenance		\$8,400

Total Program Delivery:

CAPITAL

Qty	Description of Item	Details (Qty, Unit, Price, Rate, etc.)	Amount for Fiscal Year

Total Capital:

Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

INTEGRATION PROGRAMS - SCHEDULE 2.1
Breakdown of Eligible Costs for the Settlement Program

1	Name of service provider City of Hamilton	100	File number EH 03331510
		112	Cost items for FY 2 2010 - 2011

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE:

Total Eligible GST/HST:

Total Maximum CIC Contribution for Fiscal Year:

FY 2 2010 - 2011

Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

INTEGRATION PROGRAMS - SCHEDULE 2.1
Breakdown of Eligible Costs for the Settlement Program

1	Name of service provider City of Hamilton	100	File number EH 03331510
		112	Cost items for FY 3 2011 - 2012

ADMINISTRATIVE

Administrative Salaries

Qty	Item title or item description	Details (rate/hrs/line, hrs/week, mths, yrs)	Amount (total value)
	Program Manager	\$56.911/hr x 35 hrs/week x 52 weeks	\$103,578
	Program Secretary	\$25.0912/hr x 35 hrs/week x 52 weeks	\$45,666
	Community Services Program Analyst	\$32.4835/hr x 35hrs/week x 52 weeks	\$59,120
	Benefits and MERC:		
	Program Manager (13.396% of \$103,578)	CPP2.406%, EHT1.95%, EI.08%, OTHER8.96%	\$13,875
	Program Secretary (20.68% of \$45,666)	CPP4.57%, EHT1.95%, EI.86%, OTHER12.3%	\$9,444
	Community Srvc Prgrm Anlst(25.48%of\$59,120)	CPP3.58%, EHT1.95%, EI.45%, OTHER18.5%	\$15,064
		*NOTE- Other Includes: OMERS, Group Life, LTD, Med & Dental, WSIB. *Percentages of each different for each employee	
	Administrative Salaries Subtotal:		\$246,747

Administrative Overhead

Qty	Item title or item description	Details (rate/hrs/line, hrs/week, mths, yrs)	Amount (total value)
	Telephone/Fax	\$19.17/month x 12mths x 3 lines	\$690
	Program Manager Cell Phone	\$70/month x 12 months	\$840
	Staff Travel	\$0.52/km x 481 km/month= \$250.12 x 12 months	\$3,001
	Professional Development	\$300/ staff x 3- staff	\$900
	Administrative Overhead Subtotal:		\$5,431

Total Administrative: \$252,178

PROGRAM DELIVERY

Qty	Item title or item description	Details (rate/hrs/line, hrs/week, mths, yrs)	Amount (total value)
	Office Supplies	\$250/month x 12 months	\$3,000
	Printing and Reproduction:		
	The Immigration Strategy	To be printed in both English and French	\$3,000
	Fact Sheets	Two page fact sheets giving up-to-date information on immigration and diversity in Hamilton within a the following 6 areas: -Demographic profile of Hamilton -The Myths and Misconceptions of Immigration -Hamilton's Immigrant Communities: -A Community of Immigrants -History of Hamilton's Diversity -Cultural Contributions of Hamilton's Diversity Each fact sheet will include valuable information, tables and charts in English and French (print and website distribution)	\$1,500
	Newsletters	Newsletters to be sent out quarterly containing the activities and information surrounding the Immigration Strategy in Hamilton	\$1,500

Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

INTEGRATION PROGRAMS - SCHEDULE 2.1
Breakdown of Eligible Costs for the Settlement Program

1	Name of service provider	100	File number
	City of Hamilton		EH 03331510
		112	Cost items for
			FY 3 2011 - 2012

	Hamilton LIPs Annual Report	An annual report to inform the stakeholders, community organizations and key partners of the activities and accomplishments of the Hamilton Immigration Partnership Council print and website distribution in English and French	\$1,500
	Position Papers and Reports	Position papers and reports on immigrant populations and the settlement services program delivery in Hamilton for each sector (Settlement Services, Housing, Employment/Labour Market, Education, Health). 5 sectors x \$1,500	\$7,500
	Interpretation/Translation	By Certified Interpreters/Translators Interpreters available for key meetings, consultations. \$200 (for 3 hrs) x 5 workshops=\$1,000 + Translation of all key documents \$200 per double-sided page x 25 pages = \$5,000	\$6,000
	Web site Expansion, Maintenance and Support	Webmaster \$40/hr x 6hr/month x 8mths = \$1,920 + Inform Hamilton annual data web site lease, upkeep and monitoring of newcomer services database \$2,080	\$4,000
	Revisions and Update Costs	Revise and update the immigration data and demographic profile of Hamilton	\$1,000
		Revise, update and reorganize inventory of settlement services in Hamilton	\$1,000
	Editing and Proofreading	\$50 an hour x 75 hrs (Editing and proofreading for: - 4 Newsletters - Annual Report - 5 Reports of Local Best Practice in health, housing, education, employment and settlement)	\$3,750
	Partner Collaboration:		
	Workshops	\$400 (\$300 space + \$100 food) x 5 workshops sectors	\$2,000
	Consultant/Facilitator	\$300/hr x 15 hours (3 hrs x 5 workshops)	\$4,500
	Workshop Resources Printing	\$300 x 5 workshops (workshop resources: agendas, workbooks, workshop meeting notes)	\$1,500
	Hardware Lease/Maintenance	\$90/computer/month x 12 months x 3 staff	\$3,240

Total Program Delivery:

CAPITAL

City	Job Title/Position/Description	Rate (\$/hr x hrs x wks x mths x yrs)	Amount for Delivery

Total Capital:

Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

INTEGRATION PROGRAMS - SCHEDULE 2.1
Breakdown of Eligible Costs for the Settlement Program

1	Name of service provider City of Hamilton	100	File number EH 03331510
		112	Cost items for FY 3 2011 - 2012

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE: Total Eligible GST/HST:

Total Maximum CIC Contribution for Fiscal Year:

FY 3 2011 - 2012

Service provider signature	Service provider signature	Department signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶

**INTEGRATION PROGRAMS - SCHEDULE 3
TERMS OF PAYMENTS**

<input checked="" type="checkbox"/> Settlement Program <input type="checkbox"/> Resettlement Program - Direct Services <input type="checkbox"/> Resettlement Program - Indirect Services	OFFICE USE	
	100	File number EH 03331510
	101	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
	102	Amendment number 3
1	Name of service provider City of Hamilton	

- 1.0 No advance payments shall be made during the term of this Agreement. The Department will make payments of the contribution amount by reimbursement, upon receipt from the Service Provider of claims for eligible costs, with supporting documents if requested by the Department, in accordance with the Section 4.1 of the Agreement.
- 2.0 An amount of up to 10% of the total fiscal year value ("the holdback") will not be paid out until all claims for eligible costs and deliverables, including supporting documents if requested, are received and verified by the Department to be satisfactory in content and scope at the end of each fiscal year. Taking into account this holdback, payments will be made according to expenditures or forecasts up until the final payment. Once the final claim has been received by the Department, from the Service Provider, the holdback will then be applied against the figures submitted by the Service Provider.
- 3.0 The Department requires an auditor's report for this Agreement. The auditor's report shall set out
 - a) actual eligible costs of the services incurred during the funding period;
 - b) the total amount of payments received to date on account of the Agreement, including any interest accrued to date on Agreement funds.

Service Provider Name (Print)	Service Provider Name (Print)	Department Signatory (Print)
Service Provider Signature	Service Provider Signature	Department Signature
Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶	Date (YYYY-MM-DD) ▶



Integration Programs - Schedule 4 Supplementary Terms and Conditions

<input checked="" type="checkbox"/> Settlement Program <input type="checkbox"/> Resettlement Program – Direct Services <input checked="" type="checkbox"/> Resettlement Program – Indirect Services	OFFICE USE						
	100	FILE NUMBER					
	EH 03331510						
	101	1. ORIGINAL 2. AMENDMENT	1				
	102	AMENDMENT NUMBER	3				
<table border="1"> <tr> <td style="width: 20px; text-align: center;">1</td> <td>NAME OF SERVICE PROVIDER</td> </tr> <tr> <td></td> <td style="text-align: center;">City of Hamilton</td> </tr> </table>				1	NAME OF SERVICE PROVIDER		City of Hamilton
1	NAME OF SERVICE PROVIDER						
	City of Hamilton						

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Service Provider.

- The Service Provider shall ensure, and upon request must satisfy the Department, that there is no duplication of funding with any other programs.
- A profit margin is not an allowable cost category. The Service Provider shall not impose a fee on any client for services provided under the terms and conditions of this Agreement.
- Interest earned on money advanced by the Department for the operation of the project shall be considered as revenue arising from the project and shall be applied to offset project costs.
- The Department shall not reimburse salary increases for any project staff without prior authorization for the duration of this Agreement.
- The Service Provider shall not move funds to or from Salary & Benefits, Overhead, or Capital Costs categories. Furthermore, movement of monies between line items in Schedule 2.1, Schedule 2.2, and Schedule 2.3 is limited to one thousand dollars (\$1,000). Movement of any funds of more than one thousand dollars (\$1,000) must be pre-approved by the Department.
- The Service Provider shall submit with their **September 2011 and December 2011** claims a revised forecast of cashflow identifying slippage in their operating budget up to and including the last day of the period included in the claim. Upon receipt of the revised forecast of cashflow, the Department may initiate an amendment to the agreement for the purpose of de-committing identified slippage. Where such an amendment has been initiated by the Department, the Service Provider agrees to execute and return the amendment to the Department forthwith and in any event no later than one week from the date when the amendment was received by the Service Provider.
- The Service Provider shall notify the Department within 14 days of changes to the Board and staff changes that relate to this Agreement.
- The Service Provider shall ensure that Conflict of Interest Guidelines are implemented within the Personnel Policy and communicated to all members of the staff and Board of Directors. A copy of the Service Provider's current Conflict of Interest Guidelines shall be kept on file with the Department. Should any changes to the policy occur during the course of the contract, the Service Provider shall provide the Department with a copy of the amended Guidelines within 14 days of the change.
- The Service Provider shall maintain an inventory of all furniture and equipment acquired with Department funds. The complete inventory shall include the following information on each item: description, quantity and model number, serial number, and purchase price and date. The Service Provider is to update the capital cost inventory at the beginning of each fiscal year.**
- Computers, software, peripherals and related items purchased by Citizenship and Immigration Canada through contribution to the contracted Service Providing Organization or transferred to the Service

SERVICE PROVIDER NAME (PRINT)	SERVICE PROVIDER NAME (PRINT)	DEPARTMENT NAME (PRINT)
SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
DATE D M Y	DATE D M Y	DATE D M Y



FILE NUMBER EH 03331510

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

Providing Organization on the direction of Citizenship and Immigration Canada from other sources are to be considered "Capital Assets".

- 11. The Service Provider shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
- 12. Any potential non-arm's-length relationships relating to the project and involving the Service Provider or the employees of the Service Provider shall be disclosed to the Department before the start of the project activities. The Department will review the nature of these transactions, and may either approve or disallow reimbursements for the transactions, or require additional conditions, as appropriate. Non-arm's-length relationships that develop after the start of the project must be disclosed in writing and approved by the Department before the transaction may be considered for reimbursement.
- 13. No foreign travel will be reimbursed by the Department.
- 14. The Service Provider shall obtain adequate third-party liability insurance and shall provide evidence of coverage to the Department.
- 15. If childminding shall be provided as part of this agreement, the Service Provider shall ensure that each childminding site fully complies with the National LINC Childminding Requirements, including the childminder to child ratios for Ontario, and submission of monthly reports to the Department. If childminding shall be provided in this agreement, the Service Provider shall provide reasonable access to Childminding Monitoring, Advisory, and Support (CMAS) for the purpose of monitoring childminding sites to ensure, and to assist with, compliance with the National LINC Childminding Requirements.

26. Communications protocol

This protocol deals with these aspects of communications, marketing and promotion:

- Communications around the signing of the contribution agreement
- Clear identification of GoC investments
- Timing and sequencing of announcements
- Roles
- Public reporting of outcomes
- Evaluation

The Government of Canada through Citizenship and Immigration Canada and the signatories to this contribution agreement agree that Canadians have a right to transparency and public accountability, which is best served by full information about the funding, benefits and outcomes of the project funded through this Contribution Agreement.

This communications protocol establishes the principles and practices that will guide all announcements and events related to this Agreement and funding to Eligible Recipients under this Contribution Agreement. Communications activities may include, without limitation: major public events or announcements, and communications products such as: speeches, press releases, media advisories, content on websites, advertising, promotional material or signage.

Parties to this Contribution Agreement agree that:

- a) There will be periodic announcements, through public events, press releases and/or other mechanisms, regarding the funding and outcomes of the project.
- b) The parties will undertake to consult with each other in order to jointly plan external communications activities related to this Contribution Agreement, and that the Government of Canada must approve external communications plans and timing of public announcements and events.
- c) The timing of public announcements and events shall be sufficient to allow for all orders of government to plan their involvement. The parties shall provide a minimum of 40 days notice of a public event, such as a launch or open house, to which the Minister of Citizenship and Immigration Canada and respective representatives of other levels of government will be invited. The signatories

SERVICE PROVIDER SIGNATURE				SERVICE PROVIDER SIGNATURE				DEPARTMENT SIGNATURE			
DATE	D	M	Y	DATE	D	M	Y	DATE	D	M	Y



FILE NUMBER **EH 03331510**

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

to this agreement agree to provide a list of possible dates for announcements and events, in order to ensure an opportunity for the Minister of Citizenship and Immigration Canada or his or her delegated representative to attend the event.

d) A minimum of 15 days notice is required for press releases without public events.

e) Citizenship and Immigration Canada will have the right of approval of all press releases and other external communications messaging pertaining to this contribution agreement and the projects funded through it. Drafts of communications material should be e-mailed to the Director, Communications, Ontario Region, Citizenship and Immigration Canada.

f) The Parties agree that they and eligible recipients will each receive appropriate recognition in joint communications materials. All communications referring to projects funded under this Agreement will clearly acknowledge the contributions made by the Government of Canada through Citizenship and Immigration Canada.

g) All displays, exhibits, banners or other signage will acknowledge Government of Canada funding through the use of:

i) The bilingual CIC departmental signature

ii) The Canada wordmark (see 7 for details on the Federal Identity Program)

h) Joint communications material and signage will reflect Government of Canada communications policy, including the Official Languages Act, and federal identity graphics guidelines (FIP). For details, visit http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp

i) Eligible recipients will ensure permanent signage at the location of projects receiving investments under this Agreement, prominently identifying the Government of Canada's investment and including the CIC departmental signature and the Canada wordmark. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby. The approved wording is: "Funded by the Government of Canada through Citizenship and Immigration Canada."

EVALUATION:

Communication results will be evaluated on a periodic basis, and the partners to the agreement will assess the effectiveness of communications, and share lessons learned to improve future communications activities.

OTHER:

SERVICE PROVIDER SIGNATURE				SERVICE PROVIDER SIGNATURE				DEPARTMENT SIGNATURE			
	D	M	Y		D	M	Y		O	M	Y
DATE				DATE				DATE			

Hamilton Immigration Partnership Council

Implementing the Hamilton Immigration Strategy and Action Plan

Year One Work Plan

April 1, 2011 – March 31, 2012

Strategic Goal

Provide and implement a collaborative framework to facilitate sustainable solutions for the successful integration for newcomers to Hamilton.

Overview

This work plan reflects the first year of implementing the Immigration Strategy and Action Plan including the objectives, actions and indicators for each of the following components:

- Governance
- Public Awareness
- Settlement Services
- Housing
- Employment/Labour Market
- Health
- Evaluation
- Sustainability

GOVERNANCE

The overall objective of the Local Immigration Partnership Councils is to provide a collaborative framework to facilitate the development and implementation of sustainable solutions that are local and regional in scope for the successful integration of newcomers to Ontario.

The LIPs initiative was created to facilitate the coordination and enhancement of local and regional service delivery to newcomers while identifying and minimizing duplication and create strategic partnerships between service providers.

The Hamilton Immigration Partnership Council (HIPC), upon achieving its responsibilities in the initial phase of the development of an Immigration Strategy (i.e., to collect and report on newcomer service delivery, conduct research, identify gaps in service delivery, create strategic partnerships between service providers and develop the Hamilton Immigration Strategy and Action Plan) agreed to reconstitute itself so that its membership reflects the skills, competencies and experiences necessary to move to the implementation phase.

The reconstituted HIPC provides leadership to oversee the implementation of the Immigration Strategy, advise the City of Hamilton and project staff in supporting the attraction, settlement, retention and economic participation of immigrants to create a more welcoming community for newcomers.

The reconstituted HIPC will guide the implementation of the Immigration Strategy through a governance structure which will include a Management/Steering Committee, a Settlement Service Provider Working Group and partnerships with the Affordable Housing Flagship (AHF) - a community collaborative made up of key stakeholder organizations in Hamilton to create affordable housing across the housing continuum, advocate policy toward making affordable housing a reality in Hamilton and support community development to ensure readiness for affordable housing – and the Skills Development Flagship whose goal it is to assist individuals marginalized from the labour market in gaining access to opportunities for meaningful employment by ensuring the knowledge and skills of workers match the needs of Hamilton's economy.

Governance				
Objective	Activity	Responsibility	Timeline	Indicators
Ensure the implementation of the HIPC work plan	<ul style="list-style-type: none"> • Reconstitute Hamilton Immigration Partnership Council <ul style="list-style-type: none"> ◦ Select and recruit 16 new HIPC members and Chairs ◦ Orient and train new members about their roles and responsibilities ◦ Review and revise the Terms of Reference from Phase One to reflect the mandate, membership and responsibilities of this implementation phase 	<ul style="list-style-type: none"> • Project Team • HIPC Selection Committee 	April 2011	<ul style="list-style-type: none"> • New members are selected and oriented and HIPC in place by April 2011 • Terms of Reference are revised and approved by the reconstituted HIPC
	<ul style="list-style-type: none"> • Form a Steering/Management sub-committee to steer the work of the HIPC • Develop Terms of Reference for Steering sub-committee • Define Steering sub-committee activities 	<ul style="list-style-type: none"> • Project Team • HIPC 	May 2011	<ul style="list-style-type: none"> • Steering/Management Committee is selected and in place by June 2011 and meets monthly • Terms of Reference are developed and activities are defined and approved by the HIPC
	<ul style="list-style-type: none"> • Reestablish and expand Settlement Service Provider Working Group • Invite and include new members • Develop a work plan address issues pertaining to: <ul style="list-style-type: none"> ◦ improving coordination among settlement service providers ◦ enhancing capacity among settlement service providers to deliver services to newcomers 	<ul style="list-style-type: none"> • HIPC • Project Team 	April 2011	<ul style="list-style-type: none"> • Settlement Service Provider Working Group is reconvened • Work plan developed and approved by members of the Working Group <p>* See Settlement Services section for more clearly defined indicators for this Working Group</p>
	<ul style="list-style-type: none"> • Secure partnerships with: <ul style="list-style-type: none"> ◦ Affordable Housing Flagship (AHF) ◦ Skills Development Flagship ◦ Local Health Integration Network (LHIN) ◦ Boards of Education 	<ul style="list-style-type: none"> • HIPC • Project Team 	Sept 2011 Dec 2011	<ul style="list-style-type: none"> • Work plan for Affordable Housing Flagship and Skills Development Flagship are developed and reflect the priorities of the HIPC • Priorities for work with LHIN and Boards or Education are established

PUBLIC AWARENESS

The successful integration of newcomers and the pursuit of a welcoming community must be built on a solid base of information and knowledge. A current lack of shared knowledge contributes to a heightened level of ambivalence and uncertainty among residents about the impacts of immigration on their community.

Part of this process also involves promoting greater public awareness and support for the work of the HIPC and the best practices and positive initiatives being undertaken in Hamilton directed at achieving a welcoming city.

Not all residents in Hamilton are fully supportive of Immigration. Rapid demographic changes generate apprehension and anxiety and public attitudes and behaviours that reflect a welcoming community cannot always be assumed. Discrimination and exclusionary behaviours and practices have been identified by newcomers as major obstacles to their settlement and social and economic inclusion in Hamilton.

The work of the HIPC and all other agencies who strive to make Hamilton a more welcoming community is futile if discrimination continues to exist and drives our newcomers away. In fact, anecdotal evidence suggests one third of newcomers to Hamilton leave within 12 months.

A Public Awareness initiative becomes crucial to reducing discriminatory attitudes and increasing the likelihood that immigrants will chose Hamilton to make their life-long home.

Based on numerous and ongoing meetings with settlement service providers, the results of the HIPC Best Practices conference held on September 23, 2010, and the extensive body of research undertaken by the HIPC in the Phase One, Developmental Phase, recurring themes identified the need to implement a public awareness and education strategy that would:

- Highlight the contributions and achievements made by Hamilton's diverse immigrant communities
- Combat the myths and misconceptions about migrants and immigration
- Identify the best practices of Hamilton organizations that benefit from immigration

40% OF NEWCOMERS TO HAMILTON SAID THEY EXPERIENCED DISCRIMINATION IN SOME FORM AFTER THEIR ARRIVAL

	<ul style="list-style-type: none"> • Create survey and distribute at presentations, events and on HIPC website to assess level of awareness of immigration issues before and after information received 			
<p>2. Increase awareness of the HIPC and its work</p>	<ul style="list-style-type: none"> • Update HIPC website with current HIPC activities and information • Produce annual report and newsletters on the activities of the HIPC to be distributed through the HIPC database mailing list and website • Create online survey on the HIPC website to determine level of awareness pre and post website visit 	<ul style="list-style-type: none"> • Project Team • Steering committee 	<p>Ongoing</p> <p>Quarterly and Annually</p>	<ul style="list-style-type: none"> • Number of visits to HIPC website • Results of online Survey indicate increased awareness of HIPC and its work

SETTLEMENT SERVICES

A considerable amount of information and research has been compiled by the HIPC during the Phase One Developmental Stage on the needs of newcomers and the challenges they face as they settle in Hamilton. These have included:

- Demographic Profile of Immigrants in Hamilton
- Immigrant Services in Hamilton: Capacity Study
- Immigrant Settlement and the Informal Sector
- Inventory of Settlement Services in Hamilton
- Results of Immigrant and Refugee Consultations in Hamilton
- Conference Report of Best Practices for Settlement and Integration

In summary, the findings of the HIPC's research indicate the needs of newcomers are diverse and for immigrants and refugees with limited resources and with racial and cultural backgrounds markedly different from the majority, it is taking much longer for them to settle in terms of employment, income and health status levels as compared to Canadian born residents. These settlement needs include:

- Settlement services that are well-coordinated and linked to the voluntary sector and mainstream services
- Language training that is flexible and occupationally-specific
- Access to employment services
- Access to Health Care
- Access to Housing

The HIPC has established an organizational mechanism which will support more collaboration with settlement providers. A Settlement Service Provider Working Group will be reconvened to identify (based on the research undertaken in Phase One), recommend and facilitate actions to achieve a better coordinated and seamless settlement service system in Hamilton and increase knowledge and awareness of services and enhanced language opportunities for newcomers.

50% OF RECENT IMMIGRANTS TO HAMILTON LIVE BELOW THE POVERTY LINE

Settlement Services				
Objective	Activity	Responsibility	Timeline	Indicators
1. Improve coordination of mainstream service providers	<ul style="list-style-type: none"> Reconvene the Settlement Service Provider Working Group to facilitate the implementation of the actions identified in the Immigration Strategy Action plan to enhance coordination and capacity to deliver services to newcomers Hold a learning forum to update local service providers and stakeholders on the restructured arrangements in the settlement sector in Hamilton, to share information and resources and clarify who is doing what Share Information collected from mainstream settlement providers re: local best practice Update the inventory of local settlement service provision Create and administer a survey of newcomer needs 	<ul style="list-style-type: none"> HIPC Project Team Sub-committees Welcoming Communities Initiative 	<p>April 2011</p> <p>Dec 2011</p> <p>Sept 2011</p>	<ul style="list-style-type: none"> Settlement Services Working Group meets regularly Attendance is stable Trust and cooperation amongst the membership is increased Survey is completed of newcomers to determine if settlement needs are being met Inventory of local settlement services is updated
2. Increase newcomer awareness of and access to settlement services	<ul style="list-style-type: none"> Provide ongoing advice and information to the City of Hamilton Immigration Portal and other online information systems regarding updated information on settlement services Continue to build the HIPC website with links to settlement services Create fact sheets and information reports and distribute them and the inventory of settlement services via print and electronically to settlement service providers, voluntary agencies and mainstream organizations through HIPC website and database mailing list Update mapping of GIS settlement services to reflect the current location of available settlement services for newcomers given the recent restructuring of the settlement services system 	<ul style="list-style-type: none"> Project Staff Sub-committees Local Service Providers 	<p>Ongoing</p> <p>Nov 2011</p>	<ul style="list-style-type: none"> Information providers have updated and disseminated their information to newcomers GIS mapping of settlement services is updated and accurate

<p>3. Increase knowledge and expertise of service providers (both mainstream and settlement)</p>	<ul style="list-style-type: none"> • Create fact sheets of immigration demographics, newcomer communities, settlement patterns, informal settlement services, best practices and newcomer services • Disseminate information (fact sheets, HIPC reports of immigration) via the HIPC website and database mailing list of 700 service providers • Create and administer a survey of service provider knowledge and use of HIPC information / materials 	<ul style="list-style-type: none"> • HIPC • Project Team • Sub-Committees • Community • Levels of government 	<p>June 2011</p> <p>Ongoing</p> <p>November 2011</p>	<ul style="list-style-type: none"> • Number of visits to website, number of fact sheets distributed, number of reports distributed, number of mailing list recipients who received information • Results of survey indicate information received via HIPC website and database mailings was useful in implementing the Strategy.
<p>4. Enhance availability and opportunities for language training</p>	<ul style="list-style-type: none"> • Collaborate with language training providers in Hamilton, including the Boards of Education, Mohawk College, College Boreal, etc to: <ul style="list-style-type: none"> ○ Increase specialized language training to accommodate wide range of language skills ○ Increase the range of flexible and occupational specific language training programs 	<ul style="list-style-type: none"> • HIPC • Project Team • Sub-committees • Community Partners (Boards of Ed, Mohawk, College Boreal, etc) 	<p>July 2011</p> <p>Ongoing</p>	<ul style="list-style-type: none"> • A working group of language training providers is established <ul style="list-style-type: none"> ○ Communication among language training providers is enhanced ○ Best practices are shared

HOUSING

Based on the HIPC's qualitative research on newcomer services in Hamilton and consultations with newcomers and settlement service providers and through working with the Affordable Housing Flagship (AHF) the major housing issues of newcomers include the need for:

- Information on how to find and access safe and affordable housing
- Increased access to safe and affordable housing
- More social housing that is adequate for large families and multi-family households.

While Census data indicates these issues exist on a national level and newcomer consultations and anecdotal evidence indicates these are pressing issues, local statistical data has yet to be compiled. However, research carried out by Bruce Newbold through McMaster University which focuses on immigrants and housing in Hamilton and surrounding areas will be completed in the spring of 2011.

Through HIPC's partnership with the AHF, the AHF has committed to create a working group to address the identified housing needs of recent immigrants and refugees to Hamilton. This working group will include a representative from the HIPC who will support the AHF Working Group through providing advice, recommendations and information gathered through the research and data collected by the HIPC to address the needs of newcomers. The HIPC representative will report back to the HIPC on the actions of the Affordable Housing Flagship Working Group to meet newcomers' housing needs.

Members of the Affordable Housing Flagship include:

- Remax/Delmar Real Estate
- United Way
- Hamilton District Labour Council
- Housing Help Centre
- Canada Mortgage and Housing Corporation
- Good Shepherd Non-Profit Homes
- Bank of Nova Scotia
- CityHousing Hamilton
- Homestead Christian Care
- Social Planning and Research Council of Hamilton, City of Hamilton
- Threshold School of Building
- Hamilton Rotary Club
- Wesley Community Homes
- Realtors' Association of Hamilton-Burlington
- Wesley Urban Ministries
- Hamilton Community Foundation
- Options for Homes Hamilton
- Hamilton Addiction & Mental Health Network.
- Ministry of Municipal Affairs & Housing
- Rygiel Supports for Community Living
- Investorcentric
- Hamilton Council on Aging

"THE APARTMENTS ARE POORLY MAINTAINED, WE SOMETIMES USE NEIGHBOURS' WASHROOM FOR WEEKS WHILE WAITING FOR REPAIR"

(Newcomer to Hamilton)

Housing				
Objective	Activity	Responsibility	Timeline	Indicators
1. Increase newcomer awareness of and access to safe and affordable housing	<ul style="list-style-type: none"> Work in partnership with The Affordable Housing Flagship to develop a registry of affordable housing options within the city of Hamilton Collaborate with the Housing and Homelessness Division of the Community Services Department, City of Hamilton to expand and update information on housing options for newcomers, how to access housing and their rights and responsibilities as tenants to be disseminated through CMHC, the Immigration Portal and Inform Hamilton, Housing Help Centre, and links on HIPC website etc. Work in partnership with Affordable Housing Flagship to determine the number of homeless newcomers and/or in emergency shelters and in social housing Disseminate to service providers and stakeholders local best practices re meeting housing needs of newcomers through HIPC database mailing list and website 	<ul style="list-style-type: none"> HIPC Project Team Affordable Housing Flagship Local Service Providers Community Partners (e.g., City of Hamilton) 	<p>Sept 2011</p> <p>Ongoing</p>	<ul style="list-style-type: none"> The development of a registry of affordable housing options City of Hamilton housing information updated and added to relevant websites Data provided by City Housing Division on numbers of newcomers in emergency shelters Data provided by City Housing Division on numbers of newcomers on social housing wait list to indicate newcomer demand for affordable housing Best practices are disseminated and appear on HIPC website
2. Increase number of social housing units available for large families	<ul style="list-style-type: none"> Work in partnership with the Housing and Homelessness Division of the Community Services Department, City of Hamilton to advocate to other levels of government that any further affordable housing developments contain units suitable for large families 	<ul style="list-style-type: none"> HIPC Project Team AHF City of Hamilton Housing and Homelessness Division 	Ongoing	<ul style="list-style-type: none"> Report completed by the City Of Hamilton and letter sent to the respective governments regarding the need for larger units

EMPLOYMENT/LABOUR MARKET

Employment is the primary settlement need for most newcomers. According to consultations with newcomers undertaken by the HIPC, employment also influences other aspects of settlement, including where a person can afford to live, what services they access, what schools they or their children attend and what opportunities they can afford.

HIPC's study conducted in Phase 1, "Immigrants and the Labour Market in Hamilton" revealed that newcomers to Hamilton have considerable skills and experience but are facing significant difficulties in being accepted into the Hamilton labour market on all types of measures including participation rate, employment status, income level or job match appropriate to their skills and experience. The data shows that immigrants in Hamilton are not fairing well:

- Over 50% of recent newcomers are living in poverty
- The unemployment rate is double that of Canadian-born residents
- The income level of university educated newcomers is less than half that of Canadian-born university graduates

Some of the actions to address these issues require:

- Sufficient language proficiency
- Canadian work experience including familiarity with Canadian business practices
- Recognition of foreign academic credentials
- Recognition of foreign work experience

In improving newcomer access to the local labour market, the HIPC has identified in its work plan the actions it will pursue in collaboration with the Hamilton Training Advisory Board (HTAB) and the Skills Development Flagship to achieve the objective of improving newcomers access to the local labour market.

Members of the Skills Development Flagship include:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Education and Training • Francophone Community • Government representatives (MCSS, MTCU, Service Canada, City of Hamilton) | <ul style="list-style-type: none"> • Diversity and accessibility (visible minorities, aboriginals, person with disabilities, women and newcomers) • Planning/Research (Social Planning Research Council, Hamilton Training Advisory Board) |
|--|--|

THE UNEMPLOYMENT RATE OF IMMIGRANTS IN HAMILTON IS TWICE THE RATE OF CANADIAN-BORN RESIDENTS

Employment/Labour Market				
Objective	Activity	Responsibility	Timeline	Indicators
1. Increase newcomer awareness of employment and training services in Hamilton	<ul style="list-style-type: none"> • Work in partnership with the City of Hamilton Economic Development Division to make available to newcomers information on business and self employment opportunities • Work with City of Hamilton Employment and Income Support Division to make available to newcomers the Inventory of Employment and Training Services • Work with the Hamilton Advisory Training Board and the Skills Development Flagship to make available information about where and how newcomers can have foreign credentials assessed 	<ul style="list-style-type: none"> • HIPC • Project Team • City of Hamilton, Economic Development Division, Employment and Income Support Division • Hamilton Advisory Training Board • Skills Development Flagship 	Ongoing	<ul style="list-style-type: none"> • Information regarding employment and training services and assessment of credentials is provided to newcomers and settlement service providers
2. Improve newcomer access to the local labour market	<ul style="list-style-type: none"> • Work with community partners, i.e., Hamilton Training Advisory Board (HTAB), the Skills Development Flagship and the Jobs Prosperity Collaborative (JPC) to develop a work plan to identify: <ul style="list-style-type: none"> ○ Local opportunities to obtain "Canadian experience" through mentorships, internships, etc 	<ul style="list-style-type: none"> • HIPC • Project Team • Hamilton Training Advisory Board • Skills Development Flagship • Jobs Prosperity Collaborative 	Apr – July 2011	<ul style="list-style-type: none"> • Work plan is developed to identify opportunities to obtain Canadian experience

HEALTH

A report undertaken for the HIPC by McMaster University professor Bruce Newbold during Phase One found that poor health and unmet health needs are pervasive within the immigrant and refugee population in Hamilton. This finding also was confirmed through HIPC's consultations with newcomer communities.

Not only was there found to be inequitable access to health services there also are disparities in health status of immigrants. Health disparities based on immigrant status include hypertension, cardiovascular disease, respiratory conditions, psychological distress, depression and anxiety.

This report also shows evidence that health care professionals' lack of knowledge and discriminatory attitudes result in insensitive and inaccurate provision of health care to immigrants. Such negative experiences can discourage individuals from seeking health care and contribute to feelings of isolation and despair.

In working with the Local Integration Health Network (LHIN) in Hamilton to be better prepared in responding to the health needs of newcomers, the HIPC's work plan for the next year will be to support the improvements in the provision of:

- Translation and interpretation services in the area of health care
- Newcomer awareness of and access to family doctors, clinics and health care centres and services
- Culturally competent health care providers

The Local Health Integration Network funds the following community health centres in Hamilton:

- Centre de santé communautaire Hamilton/Niagara
- Hamilton Urban Core Community Health Centre
- North Hamilton Community Health Centre

IMMIGRANT POPULATIONS EXPERIENCE DIFFERENT HEALTH OUTCOMES THAN CANADIAN-BORN

Health				
Objective	Activity	Responsibility	Timeline	Indicators
Increase the awareness of the Local Health Integration Network (LHIN) about the health needs of newcomers	<ul style="list-style-type: none"> • Establish a partnership with the Local Integration Health Network (LHIN) and community health centres to address the health issues of newcomers including: <ul style="list-style-type: none"> ◦ Access to family doctors ◦ Newcomer awareness of health services and health education ◦ Access to professional translation and interpreter services' ◦ Cultural competency training for health care professionals 	<ul style="list-style-type: none"> • HIPC • Project Team • Local Health Integration Network 	Oct 2011	<ul style="list-style-type: none"> • Commitment from the Local Integration Health Network to review their work plan to include the health issues of newcomers

EVALUATION

As shown in the previous sections of this work plan, the indicators column identifies the output and outcome measures that pertain to the work of the HIPC itself as well as the progress in implementing the Immigration Strategy.

There continues to be a need to further refine an appropriate set of outcome measures that adequately captures the range of interactions involved in the settlement and integration process. For example, the Welcoming Communities Initiative has identified the following performance measures:

- Education Outcome: there is no difference in educational achievement between immigrant children and the wider community
- Employment Outcome: all newcomers who wish to work have employment and incomes that corresponds with their experience and qualifications
- Income Outcome: there is no justifiable difference in the income of newcomers and the wider community
- Health Outcome: eradication of health inequities
- Housing Outcome: no one is homeless and all have access to appropriate affordable housing

The work plan for the period April 2011 to March 2012 not only entails documenting and compiling the outputs and outcomes identified in the indicators column but also ongoing work to continue to refine a set of performance measures to evaluate the overall success of the Immigration Strategy. This work will be achieved through collaboration with the Welcoming Communities Initiative (WCI) – a collaborative of 13 universities across Ontario and community partners (the project manager of the HIPC is a member of the WCI governing council)

Evaluation				
Objective	Activity	Responsibility	Timeline	Indicators
1. The success of the Immigration Strategy (the local settlement strategy) in attracting, settling, retaining and improving the economic participation of newcomers	<ul style="list-style-type: none"> Collaborate with Welcoming Communities Initiative (WCI) to refine and implement a methodology using the 17 performance measures in the WCI report Characteristics of a Welcoming Community to evaluate the success of the Strategy 	<ul style="list-style-type: none"> Project Team HIPC Steering Sub-Committee Welcoming Communities Initiative 	March 2012	<ul style="list-style-type: none"> The tool has been developed for the HIPC to assess the achievement of the Hamilton Immigration Strategy
3. The successful achievement of the objectives in the HIPC work plan 2011 – 2012	<ul style="list-style-type: none"> Monitoring, reviewing and modifying the work plan 	<ul style="list-style-type: none"> Project Team 	Monthly	<ul style="list-style-type: none"> Monthly reports on the progress of the HIPC toward achieving work plan objectives

SUSTAINABILITY

A priority of the HIPC is building collective and collaborative leadership. This priority recognizes that the settlement sector in Hamilton alone cannot be expected to meet all settlement needs and that all community partners, institutions and residents in Hamilton need to work together to ensure the successful integration of newcomers into our community. The implementation and sustainability of the Immigration Strategy is therefore founded on the premise that the settlement and integration process involves all members and sectors of the community

This work plan reflects that the HIPC has and will continue to secure partnerships with key collaborative groups such as the Affordable Housing Flagship, Skills Development Flagship, Local Integration Health Network and the Boards of Education and settlement service providers. Through such partnerships the HIPC will continue to work to ensure that the Immigration Strategy is widely disseminated and implemented by community partners.

As indicated in the Public Awareness and Engagement section of this work plan, the HIPC has already established a process for obtaining formal commitments to implement the Immigration Strategy by key organizations and institutions in Hamilton and monitor their progress.

The ongoing implementation and sustainability of the Immigration Strategy is also dependent on the HIPC playing a robust leadership role in championing and monitoring progress in achieving the successful integration of newcomers. As indicated in the Governance section of this work plan the structural mechanisms will be put into place to allow the HIPC to assume this role in an effective manner.

Organizational resources are required to sustain the HIPC so that the Council is able to drive forward the implementation of the Strategy. In addition to the financial contribution of CIC and the considerable in-kind support provide by the City of Hamilton as the project sponsor, this work plan commits to not only fulfilling all financial obligations but also to pursue potential and/or alternative sources of funding so that the HIPC can fulfill its vision to ensure that:

OUR VISION

HAMILTON IS AN INCLUSIVE COMMUNITY WHERE THE TALENTS AND EXPERIENCE THAT IMMIGRANTS BRING ARE VALUED BECAUSE THEY ARE INTERGRAL TO MAKING HAMILTON THE BEST PLACE TO RAISE A CHILD.

Sustainability				
Objective	Activity	Responsibility	Timeline	Indicators
1. Formal commitment from key community organizations to implement the Immigration Strategy	<ul style="list-style-type: none"> Obtain formal support and endorsement of the Hamilton Immigration Strategy from key organizations and institutions in each of the community sectors (Housing, Employment, Healthcare, Education) in implementing the Immigration Strategy through signatures on the Declaration of Intent (i.e., a one page document that states that immigration and settlement issues will be integrated into the everyday business of community organizations and agencies) Engage community agencies and stakeholders and other signatories of the Declaration of Intent through face-to-face meetings to complete the Action Plan to indicate they are implementing the Strategy Follow up with agencies and stakeholders to offer advice with regard to implementing the actions on the Strategy Make Regular phone calls/contact to check on the progress of agencies and stakeholders in implementing the Strategy, and invite them to make presentations to the HIPC and Working Groups in implementing the Strategy and completing the Action Plan 	<ul style="list-style-type: none"> HIPC Project Team Steering sub-committee Community partners 	<p>March 2012</p> <p>Ongoing</p>	<ul style="list-style-type: none"> Minimum of ten Declarations of Intent signed by leaders of community organizations and agencies to declare their commitment to endorsing and implementing the Immigration Strategy has increased Minimum of ten Immigration Action Plans returned by agencies and stakeholders and the "Partners" column is completed with names of key organizations and when they expect to complete the implementation of each action, including descriptions of policies, documents etc, that address the action being implemented
2. Increase funding sources for HIPC outside of CIC	<ul style="list-style-type: none"> Identify additional sources of funding through Maytree Foundation, Trillium Foundation, United Way, City of Hamilton 	<ul style="list-style-type: none"> Project Team Project Sponsor 	Ongoing	<ul style="list-style-type: none"> Potential sources of funding are identified

