

THIS FUNDING AGREEMENT made as of this 1st day of January 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND (the "County") and
TRANSITION HOUSE COALITION OF NORTHUMBERLAND (the "Provider")

WHEREAS:

- A. The County is authorized to provide funding for the delivery of certain community services, as outlined in Schedule "A" attached hereto;
- B. The County has accepted the Provider's proposal to provide certain services to the County as described in Schedule "B" of this Agreement, as may be amended from time to time;
- C. The County has authorized the Director of Community and Social Services to execute and deliver purchase of service agreements with providers to provide services that meet the objectives of the Community and Social Services Department; and
- D. The County has agreed to provide funding to the Provider to provide the services described herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The County hereby purchases from the Provider, and the Provider agrees to provide, the Services to the County for the Term on the terms and conditions set out herein. The Provider acknowledges and agrees that the Funding is solely for the purpose of funding the Provider's provision of the Services and may only be used for such purpose.

2. FEES FOR SERVICES

The County shall pay to the Provider, in full payment and compensation for the Services, subject to the approval of the Director, an amount not to exceed the Total Budget set forth in Schedule "B" to this Agreement, inclusive of any applicable taxes.

3. PAYMENT

The County shall pay to the Provider the amount or amounts set forth in but not exceeding the Total Budget set forth in Schedule "B" in accordance with the payment schedule in Schedule "B" and subject to any conditions specified therein that the Provider must satisfy prior to payment by the County.

4. TERM OF AGREEMENT

This Agreement will be in effect from the date first written above until **December 31st, 2021** unless earlier terminated in accordance with the provisions of this Agreement.

[This Agreement shall automatically renew for successive terms one (1) year each (each a "renewal term") on the same terms and conditions herein, unless either party provides at least sixty (60) days written notice of non-renewal prior to the end of the then applicable term or renewal term. Following the first Term, either party may terminate this agreement upon ninety (90) days notice to the other party at any time.]

5. TERMS AND CONDITIONS

The Provider agrees to comply with the "Funding Agreement – Standard Terms and Conditions" attached hereto which are incorporated into this Agreement and form part hereof.

6. SCHEDULES

The Provider agrees to comply with the terms of all Schedules to this Agreement. The Schedules attached hereto, which form part of this Agreement, are as follows:

- A. Legal Authority
- B. Provider's Particulars, Service Description, Budget & Payment Schedule
- C. Reporting and Service Evaluation requirements/schedule
- D. Funding Request and Reconciliation Form and reporting dates
- E. Quarterly Statistical Reporting Forms and reporting dates
- F. Additional provisions
- G. Service Standards

The County may amend the Schedules any time following the first Term on sixty (60) days prior written notice to the Provider. The parties may amend the Schedules at any time by mutual written agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND

Per: _____

Name:

Per: _____

Name:

We have authority to bind the corporation.

TRANSITION HOUSE COALITION OF NORTHUMBERLAND

Per: 

Name: Anne Newman

Per: 

Name: Marsha Jones

We have authority to bind the corporation.

1. DEFINITIONS

- 1.1 In this Agreement,
- a) **“Agreement”** means this Funding Agreement, the Funding Agreement Standard Terms and Conditions, and the attached Schedules which embody the entire agreement between the parties;
- b) **“Director”** means the Director of Community and Social Services for The County of Northumberland, or the Director’s delegate;
- c) **“Funding”** means all amounts paid or payable by the County to the Provider pursuant to this Agreement.
- d) **“Material(s)”** means any equipment, food, appliances, supplies or chattels of any kind purchased by the Provider under this Agreement for use in the delivery of the Services and as more particularly described in Schedule “B” to this Agreement; and
- e) **“Services”** means the services provided by the Provider pursuant to this Agreement and as more particularly described in Schedule “B” to this Agreement.

2. SERVICES TO BE PROVIDED

- 2.1 The Provider represents and warrants that the Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the County is relying upon such representation and warranty in entering into this Agreement. The Funding shall only be used for the purpose of funding the Provider’s provision of the Services.

3. FEES FOR SERVICES

- 3.1 The County shall pay to the Provider, in full payment and compensation for the Services, subject to the approval of the Director, an amount not to exceed the Total Budget set forth in Schedule “B” to this Agreement, inclusive of any applicable taxes. For greater certainty, if the Provider is exempt, on a full or partial basis from the payment of applicable taxes, the Total Budget shall exclude the amount, if any, of the applicable tax rebate or input tax credit to which the Provider is entitled. The Provider shall, as far as reasonable and practical take advantage of any applicable tax rebate or input tax credit that may be available to it. The payment hereunder is all inclusive of the County’s contribution to the Services.
- 3.2 The Director may refuse payment or may approve only partial payment if the Services do not comply with the terms of this Agreement.

4. PAYMENT

- 4.1 The County shall pay to the Provider the amount or amounts set forth in but not exceeding the Total Budget set forth in Schedule “B” in accordance with the payment schedule in Schedule “B” and subject to any conditions specified therein that the Provider must satisfy prior to payment by the County.
- 4.2 Despite the provisions of Section 4.1, the Director shall, in the Director’s sole discretion, be entitled to amend the terms of payment set out above.
- 4.3 The Provider agrees to notify the County of any errors or omissions with respect to payments made under this Agreement within thirty (30) days after payment is received. If the County agrees with the notice of error or omission, the parties will reconcile such payment within thirty (30) days of such notice. If the County notices that a payment error has been made at any time, the County shall notify the Provider and the parties shall reconcile the payment within thirty (30) days of the notice. In the event of any dispute, the Director’s decision shall be final and binding.
- 4.4 It is further agreed and understood that in the event that the Provider does not spend monies paid by the County for the Services, the County may, in its sole discretion, require the Provider to refund such amounts as may be determined by the County.
- 4.5 The County reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Provider breach its obligations under this Agreement.

5. REPORTING AND MONITORING

- 5.1 The Provider shall provide a report or reports to the County with respect to the Services in accordance with the timelines, reporting and evaluation requirements set forth in Schedule “C” to this Agreement, if applicable. Any such report must be in a form satisfactory to the Director. The report shall use such performance indicators and other criteria as provided by the County from time to time in order to measure the results. The report shall include but not be limited to a report on the implementation of the Services, observations as to successes, problems, concerns and any lessons learned, and the progress achieved (including targets reached) in carrying out the Services.
- 5.2 The Provider shall permit the County’s designate to enter, at any reasonable time, a site at which the Services are provided to monitor and review from time to time the Provider’s performance of the Services in order to ensure

that the Provider is performing in accordance with the terms of this Agreement and the County’s requirements.

- 5.3 The Provider agrees to provide an updated business plan to the County with respect to the Services on a quarterly basis, and to meet with the County’s representatives at least quarterly to discuss the delivery of the Services in efforts to ensure continued improvement and compliance with the Agreement. The Provider commits to reviewing its own delivery of the Services on an ongoing basis to evaluate and continually improve the effectiveness of the Services.
- 5.4 The Provider represents and warrants that it has the financial resources to deliver the Services and to perform its obligations hereunder. The Provider agrees to provide to the County each year with a copy of its annual year end financial statements, including income statement, balance sheet, and cash flow statement within 6 months of their year end.
- 5.5 The Provider further agrees to provide any additional information requested by the County from time to time to enable the County to assess the Provider’s compliance with this Agreement.

6. RECORDS

- 6.1 The Provider shall maintain its financial and other records including without limitation any reports provided by the Provider to the County under this Agreement in connection with the Services in a manner satisfactory to the County. Such records shall be made available to the Director for review and/or audit upon reasonable notice to the Provider. The County shall be entitled to make copies of any of the Provider’s records in connection with this Agreement. The Provider shall prepare and maintain its financial records in accordance with generally accepted accounting principles.
- 6.2 The Provider shall retain all records referred to in Section 6.1 for a minimum period of seven (7) years.
- 6.3 The Provider shall not dispose of any records respecting the Services without the prior consent of the County, which consent may be withheld at the sole discretion of the Director, or may be granted subject to such terms and conditions as the County may require.
- 6.4 The provisions of Sections 6.1, 6.2 and 6.3 shall survive expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY AND PHYSICAL ASSETS

- 7.1 **“Intellectual Property”** means copyright, computer software, data, designs, photographs, drawings, plans, videotapes, patents, trademarks, trade secrets and all related information concerning the Services.
- 7.2 Intellectual Property respecting the Services pursuant to this Agreement belongs exclusively to the Provider. The Provider shall and does hereby grant to the County an irrevocable and non-exclusive licence and right to use, translate, adapt, record by any means or reproduce, any and all work subject to copyright which is produced by the Provider in carrying out the Services. The licence granted under this provision shall be for the duration of the copyright.
- 7.3 The licence granted to the County under Section 7.2 includes:
- (a) the right to authorize the use of the work by any contractor engaged by the County solely for the purpose of performing contracts with the County; and
- (b) the right to distribute the work outside the County as it deems appropriate.

8. COMPLIANCE WITH LAWS

- 8.1 The Provider shall comply with all applicable federal, provincial, municipal or local laws, statutes, regulations and by-laws.
- 8.2 The Provider acknowledges that it is providing goods or services to, or interfacing with, the public on behalf of the County, with the result that in the performance of this Agreement the Provider is subject to the provisions of the *Accessibility for Ontarians with Disabilities Act* (the “AODA”) and regulations. Accordingly, the Provider agrees to:
- (a) comply with the requirements of the AODA; and
- (b) Ensure that all of its employees, agents, volunteers or others engaged in the delivery of goods and/or services under this Agreement are trained in the AODA and regulations to the satisfaction of the County.
- 8.3 The Provider acknowledges and agrees that the County’s provision of the Funding and the delivery of Services is governed by applicable laws and regulations, including but not limited to the statutes set out in Schedule “A”, and that the Provider shall comply with all terms of said laws that apply to the delivery of the Services. The Provider further agrees that it will comply with all requests of the County to enable the County to comply with all applicable laws, and that the County will not be liable for any actions it must undertake to comply with said laws.

9. INDEMNIFICATION

- 9.1 The Provider shall, both during and following the term of this Agreement, indemnify and save harmless the County

(including its directors, officers, employees, agents, volunteers, members) for any and all costs, losses, damages, judgments, claims, demands, suits, actions, or any other proceedings made, brought or recovered against the County based upon, occasioned by, or attributable to anything done or omitted to be done by the Provider, and its directors, officers, employees, agents, volunteers, or anyone for whom the Provider is responsible at law, for or in connection with the provision of the Services.

10. INSURANCE

10.1 During the term of this Agreement or any renewal thereof, the Provider shall obtain and maintain in full force and effect, the following insurance coverage taken out with the insurance companies licensed to transact business in the province of Ontario and not otherwise excluded by the County's Purchasing and Risk Manager:

- a) Commercial general liability ("CGL") insurance, naming the County as an additional insured, with limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and shall be maintained continuously from either commencement of the Services or the execution of this Agreement, whichever is sooner. Should this policy contain a general aggregate, the minimum acceptable aggregate shall be not less than Five Million Dollars (\$5,000,000). The CGL insurance shall include cross-liability and severability of interest clauses, non-owned automobile liability and standard contractual liability. Where the Provider is not providing a Workplace Safety and Insurance Board Clearance Certificate, Employers Liability and Voluntary Compensation insurance is required.
- b) The County shall accept in place of the insurance coverage listed in section 10.1(a), a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL coverage and general aggregate limits noted above.
- c) Standard owner's form automobile liability insurance in respect of licensed vehicles which shall have limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Provider.
- d) If any persons providing Services under this Agreement are acting in a professional capacity then confirmation of Professional liability insurance is required. This limit for this coverage shall not be less than Two Million Dollars (\$2,000,000) per claim and shall be in a form acceptable to the County's Purchasing and Risk Manager.
- e) Where the Provider is a corporation with a Board of Directors, Directors' & Officers' Liability insurance is required which shall have limits of not less than One Million Dollars (\$1,000,000) per claim and shall be in a form acceptable to the County's Purchasing and Risk Manager.

10.2 The Provider shall provide proof of such insurance coverage to the County prior to or upon execution of this Agreement on a Certificate of Insurance form. Each policy shall be endorsed to provide the County, and each additional or named insured with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage. Where the policy does not so provide, the Provider shall be obligated to provide each additional or named insured with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

10.3 Insurance coverage shall include cross-liability and severability of interest clauses of standard wording, and shall name the County as an additional insured with respect to any claim in respect of the Provider's provision of Services under this Agreement.

11. TERMINATION OF AGREEMENT

11.1 If the Provider fails to comply with or is in violation of any of the provisions of this Agreement, as determined by the Director, the Director may, in the Director's sole discretion, terminate this Agreement upon thirty (30) days' notice in writing to the Provider, or alternatively, the County may require the Provider to take remedial action to rectify or improve its performance, as required by the Director, in the Director's sole discretion.

11.2 Notwithstanding Section 11.1, the Director may in the Director's sole discretion and for any reason whatsoever, determine that this Agreement should be terminated, and such termination shall take effect upon thirty (30) days' notice in writing to the Provider of the Director's decision to terminate this Agreement.

11.3 On receipt of notice of termination from the County, the Provider shall perform no further Services other than those reasonably required to complete the Services then in progress as determined by the County, and shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Provider relating to the Services provided.

11.4 The County shall pay all reasonable costs incurred by the Provider up to the date of termination less any costs incurred

by the County in re-procuring and completing the Services where the termination is for cause. In no event, however, shall the Provider be paid any amount, in part or in total, which exceeds the total fees for Services as set out in Section 3.1 of this Agreement.

11.5 Despite Sections 11.1 through 11.3, inclusive, the County may without notice, terminate this Agreement if:

- (a) a petition for an order of relief under any applicable bankruptcy code or any amendment or successor thereto is filed against the Provider, and is not discharged or dismissed within thirty (30) days thereafter;
- (b) the Provider becomes bankrupt or voluntarily seeks relief from creditors under any applicable bankruptcy code or other legislation of like or substantially similar effect;
- (c) a receiver, receiver-manager, trustee or other similar-type custodian is appointed for the Provider or a substantial portion of its assets.

11.6 Any termination of this Agreement shall be without prejudice to any other rights or remedies the County may have at law or equity, and the Provider acknowledges that upon termination, the County may re-procure services the same or similar to the Services provided pursuant to this Agreement.

11.7 The Provider may terminate this Agreement by providing notice in writing to the County of its intention to terminate this Agreement. The termination will be effective thirty (30) days after the County's receipt of such notice. On issuing of such notice, the Provider shall perform no further Services other than those reasonably required to complete the Services presently in progress as determined by the County. The Provider shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Provider relating to the Services provided to date.

11.8 The County may terminate this Agreement, reduce the amount of available Funding, cease to provide further Funding, or demand repayment of the Funding, immediately upon notice to the Provider if required pursuant to legislation governing the Funding or delivery of the Services.

12. TERM OF AGREEMENT

12.1 This Agreement will be in effect for the Term as set out in this Agreement, subject to any renewal or early termination pursuant to the terms hereof.

13. PRESERVATION AND DISPOSITION OF ASSETS

13.1 The Provider shall preserve and maintain for initially intended use any assets costing One Thousand Dollars (\$1,000) or more, acquired with the funding provided under this Agreement, unless the County authorizes in writing their disposition or alternative use.

13.2 The Provider agrees that the assets referred to in Section 13.1 shall be used solely in respect of the Services. Should the Services no longer require the use of any or all of such assets the County reserves the right to decide on the alternative use or disposition of the assets.

13.3 Any assets disposed of without prior written consent of the County shall render the Provider liable to repay to the County an amount equivalent to the value of the asset at the time of disposition, determined by the County.

13.4 The provisions of Sections 13.1, 13.2 and 13.3 shall survive the expiration or termination of this Agreement.

14. ASSIGNMENT

14.1 The Provider shall not assign, subcontract, or otherwise transfer this Agreement or any part thereof without the prior written approval of the Director, which approval may be withheld at the sole discretion of the Director, or may be granted subject to such terms and conditions as the County may require. For the purpose of this provision, the change of control of the Provider shall constitute a transfer and require prior written approval of the Director.

15. STATUS OF PARTIES

15.1 The Provider acknowledges and agrees that this Agreement is in no manner to be deemed or construed to be an agreement of or for employment. Specifically, the parties do not intend by this Agreement that the Provider or its employees, agents or contractors are to be considered employees of the County for any purpose, including, without limiting the generality of the foregoing, for the purposes of the *Income Tax Act* (Canada), R.S.C. 1985 c.1 (5th Supp.); the *Canada Pension Plan Act* (Canada), R.S.C. 1985, c. C-8; the *Employment Insurance Act* (Canada), S.C. 1996, c.23; the *Workplace Safety and Insurance Act, 1997* (Ontario), S.O. 1997, c.16 (Sched. A); the *Occupational Health and Safety Act* (Ontario), R.S.O. 1990, c. O.1; the *Pay Equity Act* (Ontario), R.S.O. 1990, c. P.7; or the *Health Insurance Act* (Ontario), R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefore.

15.2 Despite the provisions of Section 15.1, it is the sole and exclusive responsibility of the Provider to make its own determination as to its status under the Acts referred to therein, and, in particular, to comply with the provisions of any such Acts and to make any payments required thereunder.

15.3 Nothing in this Agreement shall be construed so as to imply a partnership between the parties. It is expressly understood that the parties are independent contractors and no partnership of any kind is intended between the parties.

16. NON-EXCLUSIVITY

16.1 Nothing in this Agreement shall be construed as giving the Provider any exclusive right or privilege in providing the Services or other activities described herein. The County shall retain the right to perform or contract for the same or similar services to be provided for its citizens in the same geographic area.

17. CONFIDENTIALITY AND MEDIA RELATIONS

17.1 The Provider agrees that it shall not discuss with or inform the media about any aspect of the Services without the express authorization of the Director or its designate.

17.2 The Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County, or its delegate, at any time during or following the term of this Agreement, except where required by law, any information or document that identifies any individual in receipt of Services without obtaining the prior written consent of the individual or the individual's parent or guardian.

17.3 The Provider acknowledges that any information collected by it or exchanged with the County and/or the Province pursuant to this Agreement is subject to the provisions of *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), and/or the *Freedom of Information and Protection of Privacy Act* (Ontario).

17.4 The Provider shall acknowledge and recognize the contribution of the County to the Services in any publicity and/or signage relating to the Services which shall include but not be limited to, any information provided to the public on any web site of the Provider. For the purposes of this provision, the Provider shall comply with any guidelines and instructions provided by the County from time to time regarding the manner in which the Provider is to give appropriate recognition of the County's contribution hereunder.

17.5 The Director and the Provider may delegate to or nominate individuals to serve as contact persons for day-to-day communication under this Agreement.

18. NOTICES

18.1 Any notice required to be given under this Agreement by one party to the other party herein may be delivered or sent by registered mail addressed as follows:

to the County at:
555 Courthouse Rd.
Cobourg, Ontario K9A 5J6

Attention: Director of Community and Social Services

to the Provider at the address set forth in Schedule "B" to this Agreement;

or to such other addresses as either party may from time to time designate by written notice to the other party.

18.2 Any notice given under this Agreement shall be deemed to have been received in the case of delivery, on the day on which it was delivered and, in the case of notice by mail, on the fifth business day following the day on which the notice was mailed.

19. CONFLICT OF INTEREST

19.1 The Provider shall have a policy in place which is satisfactory to the County to prevent conflicts of interest in the management of the funding provided to the Provider by the County under this Agreement. The Provider shall disclose to the County any existing or potential conflict of interest that may exist at the date of execution of this Agreement or during the term of this Agreement.

20. ACKNOWLEDGMENT OF FUNDING ARRANGEMENTS

20.1 The parties to this Agreement hereby acknowledge and agree that the County is purchasing services under this Agreement pursuant to the County's funding arrangements with the government of the Province of Ontario. If at any time this funding is altered, rescinded or terminated, the County reserves the right to terminate this Agreement forthwith. The parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the County to continue to purchase the Services or similar services from the Provider after the end of the term or the termination of this Agreement.

21. TIME OF THE ESSENCE

21.1 Time shall be of the essence in this Agreement.

22. ENTIRE AGREEMENT

22.1 This Agreement and the Schedules attached hereto, form the entire agreement between the parties and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

22.2 Notwithstanding the provisions of Section 22.1, if there is a conflict between the provisions of any Schedule attached hereto and the provisions of any section of this Agreement, the provisions of this Agreement shall prevail.

23. FURTHER ASSURANCES

23.1 The parties hereto covenant and agree that they will at their own expense from time to time and at all times hereafter, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created as herein described.

24. SUCCESSORS AND ASSIGNS

24.1 This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns

25. APPLICABLE LAW

25.1 This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

26. PARTIAL INVALIDITY

26.1 Should any provision(s) of this Agreement be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the Agreement and the balance of the Agreement's provisions shall remain in full force and effect.

27. BUSINESS ETHICS:

27.1 The Provider and its directors, officers, employees, and agents must conduct themselves with the highest degree of integrity and honesty at all times.

27.2 The Provider has and shall maintain at all times a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, the Provider shall have an employee business ethics and compliance training program and an internal control system that is satisfactory to the County, considering: (a) the size of the Provider and extent of its involvement in Government contracting; (b) the ability to facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and (c) the ability to ensure corrective measures are promptly instituted.

27.3 The Provider shall comply with the County's policies and procedures, as amended from time to time, including but not limited to Health and Safety, Bill 168, and Code of Conduct, copies of which the Provider acknowledges having received and reviewed. The County may amend its policies and procedures from time to time upon notice to the Provider.

28. SECURITY CLEARANCE

a) Upon request of the County, the Provider's officers, directors, employees (including supervisors), and agents directly involved in the delivery of Services must obtain a clearance certificate from the Police Service that is responsible for the municipality in which each such individual resides, at the Provider's expense.

b) The Provider will be required to submit Clearance Certificates for all officers, directors, employees (including supervisors), and agents that will normally be working in the facility(ies) where Services are delivered, any replacement workers, supervisors directly involved with the delivery of Services and all executive officers of the Provider. This form will be forwarded to the Director.

c) This Agreement could be terminated at the sole discretion of the County should the security check(s) indicate a reason(s) for concern, in the opinion of the County.

d) The County maintains the right to refuse a particular individual from working in County funded programs or services, including the delivery of the Services hereunder, should they submit a Clearance Certificate that is unsatisfactory in the opinion of the County.

e) The County shall be authorized to perform background checks and to verify references and qualifications on all personnel delivering the Services.

f) The Provider shall ensure its employees and agents undergo professional development to the satisfaction of the County.

SCHEDULE “A”
Legal Authority

The County was designated a delivery agent pursuant to the **Municipal Act** and as such has the responsibility for administering funding agreements for delivery of services. A requirement of this **Act** is that consistent monitoring and accountability of programs is maintained.

In addition, the County is a designed Service Manager for the delivery of the Community Homelessness Prevention Initiative (CHPI).

The vision for the CHPI is the following:

A better coordinated and integrated service delivery system that is people-centered, outcome-focused and reflects a Housing First approach to prevent, reduce and address homelessness in communities across Ontario.

Consistent with Ontario’s Long-Term Affordable Housing Strategy (LTAHS) and the Ontario Housing Policy Statement, CHPI has the following objectives:

- To enable Service Managers to better support a full range of services that aim to prevent, reduce and address homelessness at the local level.
- To facilitate the development of seamless support services programming to connect individuals and families to community resources and assist households at risk of or experiencing homelessness to obtain and retain affordable housing that is linked to supports appropriate to their needs.
- To promote a culture of policy, planning and service delivery that is focused on an outcome-based and people-centered approach, while recognizing the complexity of homelessness and issues related to homelessness.
- To create and support opportunities for SMs to develop creative and innovative approaches.
- To increase flexibility at the local level to prevent, reduce and address homelessness

Additionally, the municipal approval for this program and its funding was passed by County Council under bylaw **2020-57** on December 16, 2020.

SCHEDULE “B”
Description of Services, Materials, and Budget
For the Period from January 1, 2021 to December 31, 2021

PART B1: PARTICULARS

NAME OF PROVIDER: TRANSITION HOUSE COALITION OF NORTHUMBERLAND

Address of Provider: 10 Chapel Street, Cobourg, ON, K9A 1H9
Telephone/Fax: P: 905-376-9562

Attention: Anne Newman – Executive Director

PART B2: SERVICES DESCRIPTION

The Provider will provide the following Services to the County:

Name of Eligible Project: CHPI – Emergency Shelter

A. Project Objectives and Outcomes:

- 1.1 The Provider agrees to administer **\$490,000.00** in accordance with the CHPI guidelines to provide a range of diversion and housing related support to people who are actively experiencing homelessness or who are at-risk of homelessness in Northumberland County. This funding supports activities which provide a comprehensive range of services to clients in shelter and during the transition period from temporary lodging in shelter into more permanent housing.
- 1.2 The Provider acknowledges receipt of a copy of the Service Standards for Emergency Shelters, attached hereto as Schedule “G”. The parties agree that the Service Standards for Emergency Shelters shall be read and form part of this Agreement to the extent that such standards are not inconsistent with the terms of this Agreement. The Provider agrees to provide services in accordance with the Service Standards for Emergency Shelters to adults experiencing homelessness who are aged 18 and over and in accordance with the policies and requirements of the County, as communicates to it, so long as this Agreement is in force. The County and the Provider will negotiate updated shelter guidelines and responses to homelessness to be implemented by mutual agreement
- 1.3 Emergency shelter solutions are expected to operate from a Housing First and people-centred approach. Mutually agreed upon outcomes and measurable activities that build toward this model in 2021 include:
 - A. Ensuring that the strategic directions of Transition House align with the County plans to respond to homelessness in the community.
 - B. Transition House may be included in ongoing assessment of the effectiveness and relevance of the programs and services offered in light of changing community and client demographics while demonstrating an openness to input from stakeholders, clients and staff.
 - C. Developing and building new collaborations and partnerships that will assist Transition House staff to promote social inclusion and housing to effectively serve people who are experiencing homelessness in Northumberland County.
 - D. Supporting the development of trauma informed approaches and capacity with Transition House staff to deal with chronic homeless people with high acuity of need and multiple complex issues and exit planning for residents of the shelter.
 - E. Ensuring all staff participates in required and recommended training to promotes best practice in housing-based case management.
- 1.4 As a part of program administration, the Provider agrees to have an agency representative attend and fully participate in providing any relevant updates at the Homelessness Coordinated Response Team (HCRT) meetings. The Provider agrees to take part in work related to Homelessness Coordinated Entry System initiatives as required and by negotiation (this may include HIFIS, training opportunities, etc.)The provider also agrees to take part in associated Homelessness leadership initiatives as developed across the system as opportunity and necessity arise. (e.g. NAG)
- 1.5 The Provider will complete quarterly reports, including demographic information (as outlined in Schedule “C”), outcome reporting (as outlined in Schedule “C”) and financial reporting (as outlined in Schedule “D”).
- 1.6 The provider will report on the actual use of the funds and projected use of any unspent funds as per Schedule “D” Reporting Requirements.
- 1.7 The Provider will maintain and submit detailed and accurate service and financial records as per the reporting templates in this agreement.
- 1.8 The Provider will meet with the County’s Community Services Manager or their designate a minimum of twice per year (in March 2021 and September 2021) to review this contract and

program progress and consider options, risks and opportunities moving forward. These meetings will be set up by the County for a mutually agreed upon date and time.

- 1.9 The Provider agrees to provide this service 52 weeks per year (24 hours per day, 7 days per week) until December 31, 2021; any reduction in service due to staff reduction, emergency circumstances, pandemic, etc. must be agreed upon by the Provider and the County.

PART B3: BUDGET

Services and Materials	Cost
Program	\$ 490,000
TOTAL BUDGET (including all applicable taxes)	\$ 490,000

The Provider acknowledges that the County shall only pay for those Services provided during the Term or renewal term if applicable, and that the County shall not pay any fees in excess of the Total Budget applicable to said Term or renewal term. The Provider covenants and agrees that it shall remit to the County, by January 15, 2022 the amount of any overpayment received by the Provider in respect of Services contracted for delivery up to and including December 31, 2021.

PART B4: PAYMENT SCHEDULE

The County shall pay the Provider one (1) or more instalment payments aggregating the Total Budget set forth in Part 3: Budget of this Schedule “B” in accordance with the following payment schedule:

Payment Schedule <i>{check applicable payment schedule}</i>	Installment Amount (\$) Payable	Conditions for Payment <i>{specify any applicable conditions respecting payment i.e. delivery of a report, invoice, etc.}</i>
1) Within 60 days of execution of this Agreement	First Installment \$122,500.00 (including all applicable taxes)	Upon execution of this Agreement.
2) Within 60 days of receipt of April 16, 2021 report.	Second Installment \$122,500.00 (including all applicable taxes)	Instalment #2 is conditional upon receipt of: 1. Report for the period January 1 to March 31, 2021 in a form satisfactory to the County attached as Schedule “D” (Funding Request and Reconciliation Form), not later than April 16, 2021 and
3) Within 60 days of receipt of July 16, 2021 report.	Third Installment \$122,500.00 (including all applicable taxes)	Instalment #3 is conditional upon receipt of: 2. Report for the period January 1 to March 31, 2021 and report for the period April 1 to June 30, 2021 in a form satisfactory to the County attached as Schedule “D” (Funding Request and Reconciliation Form), not later than July 16, 2021 and 3. Report for the period January 1 to March 31, 2021 and report for the period April 1 to June 30, 2021 in a form satisfactory to the County attached as Schedule “E” (Quarterly Statistical Reporting Form), on or after July 16, 2021
4) Within 60 days of receipt of October 16, 2021 report.	Fourth Installment \$122,500.00 (including all	Instalment #4 is conditional upon receipt of: 4. Report for the period July 1 to September 30, 2021 in a form satisfactory to the County attached as Schedule “D”

Payment Schedule <i>{check applicable payment schedule}</i>	Installment Amount (\$ Payable)	Conditions for Payment <i>{specify any applicable conditions respecting payment i.e. delivery of a report, invoice, etc.}</i>
	applicable taxes	(Funding Request and Reconciliation Form), not later than October 16, 2021 and 5. Report for the period July 1 to September 30, 2021 in a form satisfactory to the County attached as Schedule “ E” (Quarterly Statistical Reporting Form), on or after October 16, 2021 Further reports are required as follows: 6. Report for the period October 1 to December 31, 2021 in a form satisfactory to the County attached as Schedule “D” (Funding Request and Reconciliation Form), not later than January 16, 2022

SCHEDULE “C”

REPORTING AND SERVICE EVALUATION

PART C1: SERVICE EVALUATION REPORTING SCHEDULE

The following information as marked must be reported to the County: Please ensure that all reports are submitted to cstreporting@northumberland.ca

Evaluation of Services Provided during the Reporting Period

Quarterly Schedule “C” submit by:	
Q1 – April 16 th , 2021	Q2 – July 16 th , 2021
Q3 – Oct. 16 th , 2021	Q4 – Jan. 16 th , 2021

PART C2 SERVICE EVALUATION AND OUTCOME TRACKING

The booklet of reporting templates will be provided to the Provider in Excel Format as a part of the service agreement. The booklet will be sent in as one document reducing the need to send in multiple reporting templates per quarter. Below are snapshots of the templates for Schedule C and the data that is to be captured in each:

- Outcome tab – this tab lists the 2021 targets for each outcome. When submitted to the County each quarter it will demonstrate the actual quarterly outcomes captured for each target outcome. There are separate columns for Quarters 1 – 4 under this tab for quarterly submission, along with a “Comments and extra information” column that should reflect the cumulative names of the agencies that the program referred clients to within each quarter along with any other pertinent information:

Outcome	Evidence	Notes	Indicator	2021 Targets	Q1: 2021 Actuals	Q2: 2021 Actuals	Q3: 2021 Actuals	Q4: 2021 Actuals	Comments and extra information, Please include any challenges, services that you have referred to, what was successful
People experiencing homelessness obtain and retain housing	1.1 Unsheltered/Provisionally Accommodated to transitional housing	# of times a household moved from accommodation which is not Emergency Shelter to Transitional Housing	Client Records Intake Forms Tracking Forms	2					
	1.2 Unsheltered/provisionally Accommodated to Long-term housing	# of times a household moved from accommodation which is not Emergency Shelter to Transitional Housing	Client Records Intake Forms Tracking Forms	2					
	1.3 Emergency shelter to transitional housing	# of times a household moved from Emergency Shelter to Transitional Housing	Client Records Intake Forms Tracking Forms	4					
	1.4 Emergency shelter to long term housing	# of times a household moved from Emergency Shelter to Long-Term Housing	Client Records Intake Forms Tracking Forms Leases	5					
	1.5 Services and support: a) Obtain housing	# of provisions for assistance to obtain housing	Referrals Made Meetings/Case Conferences Client Records	150					
	b) Education	# of provisions of Education Services to assist with obtaining housing	Referrals Made Meetings/Case Conferences Client Records	50					
c) Employment Assistance	# of provisions of Employment Assistance and Referrals to assist with obtaining housing	Referrals Made Meetings/Case Conferences Client Records # of Interviews Jobs Obtained	30						
People at Risk of Homelessness Remain Housed	2.1 Transitional Housing to Long-Term Housing	# of people who moved from Transitional Housing to Long-Term Housing	Client Records Intake Forms Tracking Forms Leases	0					
	2.2 Housing Loss Prevention	# of people at risk of homelessness who received assistance that allowed them to stay in their housing	Client Records Intake Forms Tracking Forms Subsidies Given	0					
	2.3 Housing Retention	# of people retaining Long-Term Housing and receiving ongoing support for 6 months or more	Client Records Subsidies Given	0					
	2.4 Services and Supports	# of people who received services not related to the provision of accommodation (i.e. housing loss prevention, housing retention, and re-housing)	Referrals Made Meetings/Case Conferences Client Records	0					
	a) Education	# of provisions of Education Services to assist with maintaining housing	Referrals Made Meetings/Case Conferences Client Records	0					
	b) Employment Assistance and Referral	# of provisions of outreach and referrals to Employment related services to assist with maintaining housing	Referrals Made Meetings/Case Conferences Client Records # of Interviews Jobs Obtained	0					

- Demographics Tab – this tab lists the 2021 demographic categories to be captured per quarter and upon submission to the County it should reflect the total number of each demographic per quarter. There are separate columns for Quarters 1 – 4 under this tab for the quarterly submission:

Demographics to be Captured	Q1	Q2	Q3	Q4
Men				
Women				
Self Identify as Other				
Age (16 - 17)				
Age (18 - 30)				
Age (31 - 40)				
Age (41 - 50)				
Age (51 - 60)				
Age (61+)				
Income Source (OW)				
Income Source (ODSP)				
Income Source (Pension)				
Income Source (Employed)				
Income Source (Other)				
Single				
Couple				
Family				
Indigenous				
Veteran				
Person of Colour				
Person with a Disability				
LGBTQ+				
New Immigrant/Refugee				

➤ Service Details – these four tabs are organized by Quarters 1 – 4 (e.g. Q1 – Service Details) and should be filled out for the appropriate quarter. Clients are to be de-identified on entry to these tabs with the service details entered as seen in the columns below; there is an additional column for any pertinent notes that the Provider would like to enter:

De-identified ID	Initial Contact or Referral Date (DD/MM/YYYY)	VI-SPDAT/Full SPDAT Completed (Yes / No)	Admission/Service Start Date (DD/MM/YYYY)	Service End/Discharge Date (DD/MM/YYYY)	Length of Stay/Length of Service	Referral Source	Notes

SCHEDULE “D”

Funding Request and Reconciliation Form

PART D1 FUNDING REPORT/RECONCILIATION REPORTING SCHEDULE

Program:

Quarterly–Schedule “D” Funding Request and Reconciliation Report by:	
Q1 – April 16 th , 2021	Q2 – July 16 th , 2021
Q3 – Oct. 16 th , 2021	Q4 – Jan. 16 th , 2021

For the period from January 1st, 2021 to December 31st, 2021

PART D2: FUNDING REQUEST AND RECONCILIATION DETAILS

(Funding Request and Reconciliation Form) to this Agreement, project reports are required to provide information on each of the Project expenditures *{itemized by budget line}*

Organization: **Transition House – Emergency Shelter**

Expenditure Report and Funding Request		
Description of item/budget line	Period	Y-T-D
A	Total Expenditures	
B	Funding Received to date	
C	Balance of Funding Surplus/Deficit	
Authorized Signature		Date
Authorized Signature		Date
Office Use Only		

SCHEDULE “E”

In accordance with Schedule “E” (Quarterly Report) to this Agreement, project reports are required to provide information on each of the following:

- Provide a summary of client/participant feedback on the Services provided by this project
- Identify steps taken and/or recommended to improve the effectiveness and/or efficiency of the Services
- Identify environmental factors impacting on the effectiveness of delivery of the Services
- Identify relative success of meeting targeted objectives
- Identify problems and concerns in delivering the Services
- Identify any lessons learned and progress achieved in delivering the Services

CLIENT SERVICE: Has there been a change from your contract and/or from the previous quarter in the types or intensity of services you are providing? If there has been a change, what might be the reasons?
Q1:
Q2:
Q3:
Q4:

SERVICE SYSTEM ISSUES affecting service delivery: Have there been changes n the service system over the last quarter? For example: more or less collaboration with community partners, more difficulty in accessing other services. What might be the reason(s) for these changes? What do you think could improve the system's effectiveness?
Q1:
Q2:
Q3:
Q4:

CLIENT PROFILE: Have there been changes since the previous quarter in the profile of your new clients? For example: age, gender, family status (single, one parent family, two parent family), health status, mental health, citizenship status, reasons for homelessness.
Q1:
Q2:
Q3:
Q4:

	<p>INTERNAL CAPACITY BUILDING:</p> <ul style="list-style-type: none"> ➤ Identify any lessons learned and progress achieved in delivering the Services ➤ Identify training that staff have participated in that builds capacity
	<p>Q1:</p>
	<p>Q2:</p>
	<p>Q3:</p>
	<p>Q4:</p>

SCHEDULE “F” ADDITIONAL PROVISIONS

1. Business Ethics:

- a) The Provider and its directors, officers, employees, and agents must conduct themselves with the highest degree of integrity and honesty at all times.
- b) The Provider has and shall maintain at all times a written code of conduct. To promote compliance with such code of business ethics and conduct, the Provider shall have an employee business ethics and compliance training program and an internal control system that is satisfactory to the County, considering:
 - I. the size of the Provider and extent of its involvement in Government contracting;
 - II. the ability to facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and
 - III. the ability to ensure corrective measures are promptly instituted and carried out.
- c) The Provider shall comply with the County’s policies and procedures, as amended from time to time, including but not limited to Health and Safety, Bill 168, and Code of Conduct, copies of which the Provider acknowledges having received and reviewed. The County may amend its policies and procedures from time to time upon notice to the Provider.

2. Security Clearance

- a) The Provider’s officers, directors, employees (including supervisors), and agents directly involved in the delivery of Services must obtain a clearance certificate from the Police Service that is responsible for the municipality in which each such individual resides, at the Provider’s expense.
- b) The Provider will be required to submit confirmation of Clearance Certificates for all officers, directors, employees (including supervisors), and agents that will normally be working in the facility(ies) where Services are delivered, any replacement workers, supervisors directly involved with the delivery of Services and all executive officers of the Provider.
- c) This Agreement could be terminated at the sole discretion of the County should the security check(s) indicate a reason(s) for concern, in the opinion of the County.

3. Professional Qualifications and Development

- a) The Provider represents and warrants that its employees and agents have the necessary skills, experience, and qualifications to deliver the Services. The Provider shall ensure its employees and agents undergo professional development to the satisfaction of the County.

SCHEDULE 'G'
SERVICE STANDARDS FOR EMERGENCY SHELTERS

January 2020

PREAMBLE

DEFINITIONS

1. References to the County mean the County of Northumberland. Any activities required by the County can be undertaken by staff of the County, under the direction of its Council.
2. References to Transition House or Service Provider refers to any agency which offers client standards and which has a purchase of service agreement with the County for the provisions of client services.

1. ORGANIZATION – TRANSITION HOUSE

1.1 Incorporation

Transition House must be incorporated as a non-profit corporation under Part III of the Corporations Act, R.S.O. 1990 c. 38.

1.2 GOVERNING AUTHORITY

Transition House shall have a Board of Directors consisting of members of the public who are determined and appointed by Transition House. Ideally, some people with lived experience, clients, or former clients, of Transition House shall be included. The terms of directorship shall be specific, in writing, and time limited. Work groups and Sub committees will also be formed where the Board deem this is useful.

1.3 RESPONSIBILITIES OF THE BOARD OF DIRECTORS

The Board of Directors shall manage or supervise the management of the affairs of Transition House. Specific responsibilities and duties shall include, but not be limited to, the following:

- a) the appointment of a Shelter Manager or Executive Director;
- b) the holding of meetings at least bi-monthly (x6 per year) with the Shelter Manager or Executive Director to establish policies, to resolve issues related to the operations of the residence(s), to review and approve annual budgets, to review and approve any significant contractual obligation undertaken by Transition House, and to review and approve the annual report;
- c) preparation and maintenance of minutes of all meetings, recording the decision that were made; and
- d) advising the County of the following:
 - (i) the names of the directors and any changes in directorship; and
 - (ii) the name of the registered owner of the residence and any changes in the ownership thereof.

1.4 THE SHELTER MANAGER OR EXECUTIVE DIRECTOR

Transition House shall be responsible for the day-to-day management of the residence(s), including program, financial, personnel administration, through the Executive Director or the Shelter Manager. Transition House shall designate someone to act on the Executive Director's behalf in his or her absence. The Executive Director or the person designated to act on the Executive Director's behalf in his/her absence shall carry out the policies of Transition House in practice and procedure. This document refers to the Executive Director or the Shelter Manager where applicable. In all cases the Executive Director is the primary authority, while the Shelter Manager is the secondary authority. The Executive Director can delegate authority to the Shelter Manager as required

2. GENERAL MANAGEMENT PRACTICES AND PRINCIPLES

2.1 Mission/Values Statement and Strategic Plan

Transition House shall have a written mission/values statement, which shall include, but not be limited to:

- a) program goals;
- b) services provided; and
- c) client group to be served.

All members of Transition House shall have read the mission/values statement and have access to the strategic plan. These documents will be easily available to the clients, members of public and other interested groups. The Board of Directors will review these documents each year in consultation with staff.

2.2 OPERATIONAL POLICIES AND PROCEDURES MANUAL

Transition House shall maintain a written manual of all policies and procedures relating to all aspects of administration, financial management, staff and supervisory practices, security and all other aspects of services and programs provided. The policies and procedures manual shall describe the method of implementing policies and provide details for daily operation of the program and the system to monitor the program. Transition House shall ensure that:

3. FINANCIAL MANAGEMENT

3.1 ANNUAL BUDGET

Transition House shall prepare an annual budget containing projected sources of income and a forecast

of expenditures. The budgetary system shall provide a system of accountability which links program functions and activities to the costs necessary for their support.

3.2 RECORDS, BOOKKEEPING AND ACCOUNTING PRACTICES

Transition House shall maintain separate financial records for all contracted services in accordance with generally accepted accounting principles. Transition House's fiscal system is to account for all income and expenditures on an ongoing basis.

3.3 INDEPENDENT AUDITED FINANCIAL STATEMENT

Transition House shall have independent audited financial statements completed annually by an auditor licensed under the Public Accountancy Act. Transition House shall provide the County with a copy of the annual audited financial statements within four (4) months of Transition House's financial year-end.

3.4 AUDIT

Transition House may be subject to be part of any audit of the County by the Ministry and/or any auditor selected by the County to review the County's operations.

4. PERSONNEL/HUMAN RESOURCES

4.1 MANUAL OF PERSONNEL PRACTICES AND PROCEDURES

Transition House shall have written human resources practices and procedures that comply with the provisions of Ontario's Human Rights Code and all applicable labor legislation. The manual shall be:

- a) Formally adopted by the Board of Directors;
- b) Reviewed at least once every two years; and
- c) Readily available to all personnel.

4.2 CODE OF ETHICS

Every agency shall provide, in writing to all staff, a code for staff conduct which establishes clear expectations for all personnel and specifically addresses the following issues:

- a) The use of any stores or supplies of Transition House for personal use;
- b) Engaging in any business transactions with a client;
- c) Any exchange or personal gifts or favours from a client, or a client's family or friends;
- d) Accepting any form of bribe or inappropriate inducement;
- e) Divulging confidential information without proper authorization;
- f) Endangering the well-being of clients or staff through neglect or intent;
- g) Demeaning or intentionally humiliating any client or subjecting any client to any form of physical or verbal abuse; and
- h) Discriminating against any client on any grounds prohibited under Ontario's Human Rights Code.

4.3 HIRING PRACTICE

The agency shall hire in accordance with Ontario Human Rights Code.

4.4 STAFF JOB DESCRIPTIONS AND VOLUNTEER ROLE DESCRIPTIONS AND QUALIFICATIONS

Transition House shall have written criteria for each staff or volunteer position regarding the qualifications required to perform the respective duties and responsibilities of such position.

4.5 SCREENING AND SELECTION OF STAFF AND VOLUNTEERS

Every agency shall establish procedures to effectively screen and select employees who are qualified to carry out the program services and perform required duties. Such procedures shall include that all staff and volunteers provide a satisfactory criminal reference check and/or vulnerable sector check as determined by the Transition House Board of Directors.

4.6 **SHELTER MANAGER OR EXECUTIVE DIRECTOR**

4.7 PERSONNEL FILE

Transition House shall establish and maintain employment records regarding each employee or volunteer, and shall ensure these files are kept secure and confidential.

5. FACILITY/PHYSICAL PLANT

5.1 COMPLIANCE WITH LOCAL MUNICIPAL BY-LAWS, CODES AND ENACTMENTS

Prior to admitting any clients, and on a continuing basis, Transition House shall demonstrate that it is in compliance with all applicable federal, provincial, municipal or local laws, by-laws, regulations, codes, orders and directives, including, without limitation, the generality of the foregoing, with respect to zoning, building, plumbing, electrical, sanitation health and fire safety.

5.2 AREAS FOR INFORMAL LIVING AND COUNSELLING

Transition House shall ensure that Transition House has designated areas for sleeping, informal living, recreation, individual counselling, and group meetings. Areas designated for informal living, recreation and group meetings may be multi-functional to serve the residence's various programs.

5.3 LAUNDRY FACILITIES

Transition House shall ensure the necessary provision of laundry facilities as follows:

- a) An operable washer and dryer available to the clients at the residence; or

- b) Access to a community laundry facility within a reasonable distance of the residence.

5.4 AREAS OF FOOD PREPARATION, SERVING AND DINING

Transition House shall ensure that Transition House specifically designates areas for dining with adequate space. All applicable policies and directions of the Public Health Department will be followed.

5.5 SLEEPING ACCOMMODATIONS AND PERSONAL FURNISHINGS

Transition House shall also ensure that the number of beds does not exceed the approved capacity of the residence(s). Each client shall also be provided with the following furnishings for his/her own personal use:

- a) A bed with a clean mattress;
- b) A pillow, linen, and bedding appropriate for weather conditions and climate; and
- c) Reasonable storage space for personal belongings.

5.6 HOUSEKEEPING

Transition House shall ensure that Transition House has a housekeeping plan, which ensures that:

- a) The residence is maintained in a clean condition;
- b) The interior, furnishings, and equipment are maintained in good repair;
- c) The property is free of hazards and pests; and
- d) Provision is made for the locked storage of any hazardous substances and equipment.

5.7 SECURITY OF BUILDING AND PROPERTY

Transition House shall have written policies and procedures for the maintenance of security for the building and property of each residence. These policies and procedures shall ensure that:

- a) The premises are maintained at a level of security appropriate to the needs of the clients served by Transition House at all times;
- b) Designated areas are locked so as to prevent unauthorized access to confidential files or hazardous goods;
- c) On-duty staff are responsible for the safe keeping of all keys.

5.10 HAZARDOUS AND PROHIBITED GOODS

Transition House shall have a written policy and procedure governing the control and safekeeping of any goods which pose a threat to the general well-being, health, and/or safety of its clients. The policy and procedure shall control the provision of specified items to be made available, only with the consent and approval of on-duty staff, to include, but not be limited to, prescribed drugs.

5.11 PERSONAL SAFETY

Transition House shall ensure the personal safety of staff, volunteers and clients by:

- a) Conducting a program of regular inspection and preventive maintenance to ensure the soundness and safety of its premises, equipment, fixtures, motorized vehicles, and recreational equipment and facilities.

6. PROGRAM ADMINISTRATION

6.1 INTAKE

- a) Transition House provides 24 hour intake to shelter for individuals with high acuity and no one is denied access unless they are ineligible or the overall behaviour/actions of the client that may place that client, other clients and/or staff at risk;
- b) All clients seeking emergency shelter at Transition House must undergo a diversionary screening with a staff member prior to formal intake. Diversion should be ongoing with clients through out their stay
- c) As much information as possible is gathered from the client at intake in order to collect all necessary information as found on the intake form;
- d) All clients who consent to completing the Homelessness Coordinated Response Team (HCRT) consent form, the By-Name List consent form, and the VI-SPDAT will be brought to HCRT at the next immediate meeting date following the protocols set forth in the HCRT Terms of Reference. VI-SPDAT documentation must be completed and presented at this HCRT meeting.
- e) Bed assignment is recorded;
- f) Referrals to other shelters/services are recorded.
- g) Transition House will work to ensure that each clients stay is reviewed regularly and will work with the client to promote independent living and reduce stays more than more than 90 days. All clients are required to develop housing plans. Any clients approaching the 90 day point will be discussed at HCRT and extended with notification provided to the County.

6.3 CONFIDENTIALITY

All operations of Transition House will be conducted in a confidential manner.

6.5 STAFFING

Transition House shall provide the required coverage, by staff, at all times, for the current utilization of each residence. The staffing policy and procedure shall:

- a) Outline the scheduling of staff shifts; and

Ensure that on-duty staff are at the assigned place of work and readily available to the clients at all times.

6.6 HEALTH CARE AND MEDICAL SERVICES

Transition House shall have written policies and procedures regarding the provision of health care services which shall promote and seek to maintain the health and physical well-being of all clients and comply with PHIPPA. These policies and procedures shall ensure that:

- a) Pertinent medical information, documenting general health, is requested from each client; notes will be made of any health problems, known allergies, special medical needs or treatment required, while at Transition House; included in this process will be an inquiry, upon admission, if the client has any immediate need for health or medical services;
- b) Transition House maintains a first aid kit in a known, accessible area which will have medical supplies approved by the Canadian Red Cross Society; the kit shall be inspected at least monthly;
- c) Transition House has a procedure for the prompt provision of medical services, or other responses, for any employee or client suspected of having any contagious, communicable disease or an open, infected wound;
- d) Transition House has a procedure for emergency medical services for any employee or client who is in apparent medical distress or has sustained a serious injury;
- e) Transition House provides staff with relevant and necessary information pertaining to any special health need of a client;
- f) Clients will be responsible for administering their medication as per Transition House policy.
- g) Transition House provides information or direction on where to obtain information, as appropriate, related to general hygiene, maintenance of health and nutrition and contagious diseases

6.7 COMPLAINT PROCEDURE

Transition House shall have a written procedure, whereby a client may lodge a complaint while in shelter, pertaining to any grievance regarding his/her shelter stay. Such procedure shall provide the client with an opportunity to:

- a) Discuss complaints with Transition House staff, the Shelter Manager or Executive Director to resolve issues internally; and
- b) Access a designated authority of the Board of Directors.

6.8 CRISIS MANAGEMENT

Transition House shall have written policies and procedures regarding the management of emergency situations. These policies and procedures shall include:

- a) An on-call system for relief staff, who are available to assist in an emergency situation that poses threat to life, health and safety of clients and staff;
- b) Clearly posted emergency numbers for police, fire services and emergency medical services;
- c) An approved procedure for evacuating the residence of all staff and clients, promptly, in the event of natural disaster or fire;
- d) In the event of a disaster, in which the public authorities order an evacuation of the building and/or the area/municipality, Transition House will have a plan for the transport of all clients to any other facility designated by the public authorities;
- e) An approved procedure to control the group of clients present during a major disruption caused by a client (s) who poses a threat to life, health and safety of self and others; and
- f) A contingency plan, approved by the County, to deal with a disruption resulting from the withdrawal of services by staff or the closure of the shelter in the event of a serious disaster.

6.13 SERIOUS INCIDENTS

Transition House shall have:

- a) Clearly written definitions of those serious incidents which require staff response, and which include, but are not limited to:
 - (i) The death of a client;
 - (ii) Serious illness or injury resulting in hospitalization of a client(s) or staff;
 - (iii) Abuse or mistreatment caused by a client or staff;
 - (iv) Any investigation by police;
 - (v) Any suicide attempt or self-destructive behavior;
 - (vi) Any fire or disaster occurring in a residence;
 - (vii) Any disruption which is likely to become public knowledge, because of its seriousness.
- (b) Procedures to be taken by staff in the event of such incidents.
- (c) Procedures for reporting serious incidents to the appropriate County official.

8. INDIVIDUAL CASE MANAGEMENT AND PLANNING

8.1 CASE MANAGEMENT

Transition House shall ensure an ongoing process of planning with each client to enable the client to identify and address needs to assist him/her living independently of the shelter system. These needs may be met through referrals to external sources for information and further planning.