

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2022-14

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Homelessness Prevention Program – Transfer Payment Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the County of Dufferin and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14<sup>th</sup> day of April, 2022.

  
Wade Mills, Warden



  
Michelle Dunne, Clerk

## **MULTI-PROGRAM ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the 1st day of April, 2022 (the **"Effective Date"**)

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

**(the "Province")**

**- and -**

**County of Dufferin**

**(the "Recipient")**

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

**1.1** The Agreement, together with:

Schedule "A" - General Terms and Conditions,

and in respect of each Program funded under this Agreement,

Schedule "B" - Program Specific Information and Additional Provisions

Schedule "C" - Program

Schedule "C-1" Capital Component

Schedule "C-2" Program Guidelines

Schedule "D" - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the provisions in Schedule "A" and the provisions of any other Schedule, the following rules will apply:
- (a) the Parties will interpret any other Schedule in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
  - (b) where it is not possible to interpret the other Schedule in a way that is consistent with the provisions in Schedule "A", the other Schedule will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS & E-SIGNATURES**

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

## **4.0 AMENDING THE AGREEMENT**

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

- 5.1 The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Programs and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Programs; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**COUNTY OF DUFFERIN**


March 28, 2022  
Date

  
\_\_\_\_\_  
Name: Wade Mills

Title: Warden

I have authority to bind the Recipient.

March 28, 2022  
Date

  
\_\_\_\_\_  
Name: Rebecca Whelan

Title: Deputy Clerk

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means, in respect of a Program, the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Annual Funding Allocation"** in respect of each Funding Year, means the amount that the Province notionally allocates to the Recipient for a Program.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Capital Component"** means the component of the Program governed by Schedule "C-1" and the Program Guidelines.

**"Community Homelessness Prevention Initiative"** means the Service Manager Service Agreement entered into by the Province and the Recipient effective as of January 1, 2013.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the date on which the Agreement will expire and is the latest date set out in Schedule “B” in respect of a Program funded under this Agreement.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Home for Good”** means the Ontario Transfer Payment Agreement entered into by the Province and the Recipient, if applicable.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Investment Plan”** means an Investment Plan substantially in the form of Appendix “A” to Schedule “D.”

**“Maximum Funds”** means, in respect of a Program, the maximum Funds set out in Schedule “B.”

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the Program described in Schedule “C”, Schedule C-1” and Schedule “C-2”.

**“Program Guidelines”** means the guidelines for the Program attached as Schedule “C-2”, as amended by the Province from time to time, and any future supplementary guidelines for the Program issued by the Province.

**“Program End Date”** means, in respect of a Program, the date on which the Program will terminate as set out Schedule “B”.

**“Proponent”** means any recipient of Funds pursuant to an agreement with the

Recipient.

**"Reports"** means the reports described in Schedule "D".

**"Strong Communities Rent Supplement Program"** means the Memorandum of Understanding entered into by the Province and Recipient, if applicable.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of a Program, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 and Governance.** The Recipient represents, warrants and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively.
- (e) procedures to enable the Recipient to complete each Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the

Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0 or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will, in respect of each Program:

- (a) make a notional allocation of funding for each Funding Year
- (b) provide the Recipient up to the Maximum Funds for each Funding Year for the purpose of carrying out the Program;
- (c) provide the Funds to the Recipient in accordance with the payment plan set out in the Program Guidelines attached as Schedule "C-2" to the Agreement; and
- (d) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds in respect of any Program until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Programs or any Program; or
  - (ii) terminate the Agreement pursuant to section A12.1.



**A4.3 Use of Funds and Carry out the Programs.** The Recipient will, in respect of each Program, do all of the following:

- (a) comply with the Program Guidelines and all Notices provided by the Province;
- (b) carry out the Program in accordance with the Agreement, including the Program Guidelines and any Notice provided by the Province;
- (c) use the Funds only for the purpose of carrying out the Program;
- (d) spend the Funds only in accordance with the Agreement, including the Program Guidelines;
- (e) use the Funds provided for administration costs only to offset the costs of performing tasks under the Program; and
- (f) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out each Program and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article 6.0, a conflict of interest includes any circumstances where, in respect of each Program:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to each Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to each Program.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon

the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Projects, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Programs; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in

connection with each Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Programs would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate any Program and/or the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient. If the Province gives such Notice in respect of a Program, it may require the Recipient to take reasonable steps within the Notice period to wind down the Program.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Programs and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If pursuant to section A12.2(c), the Province determines that the costs to wind down the Programs exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out any Program;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) there is a breach by any Proponent of any Program related agreement between it and the Recipient.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement or a Program at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds provided for the Funding Year as provided for in the Program Guidelines, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON PROGRAM END DATE AND EXPIRY OF AGREEMENT**

**A15.1 Funds Upon Program End Date.** In respect of each Program, the Recipient will, upon the Program End Date, return to the Province any Funds remaining in its possession or under its control.

**A15.2 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an

- amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario. To the extent any debt is owing by the Recipient under this Agreement in respect of a Program, that debt may be deducted from any debt owing by the Province to the Recipient under this Agreement in respect of the same or any other Program.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or by fax.

**A17.4 Notice of Proponent's Breach.** If the Proponent breaches any Program related agreement between it and the Recipient, the Recipient shall immediately



provide Notice of the breach to the Province.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

**A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Recipient will in any agreement that it enters into in connection with its obligations hereunder shall require the other party to acknowledge that the Recipient is not an agent of the Province of Ontario and cannot bind the Province.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

**A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A23.0 GOVERNING LAW**

**A23.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 AMENDMENT BY NOTICE**

**A28.1 Amendment by Notice.** The Province may issue amended, updated and/or supplementary Program Guidelines from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any such amended and/or updated Program Guidelines to the Recipient by Notice.

## **A29.0 SURVIVAL**

**A29.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section 2.1(a), section A4.2(d), section A4.5, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.0 and Article 29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

## Homelessness Prevention Program

### SCHEDULE "B"

#### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	For each Funding Year, the amount of the Annual Funding Allocation
<b>Program End Date</b>	Subject to termination rights in Article A11.0, A12.0 and A13.0 of the Agreement, the date indicated in a Notice provided by the Province to the Recipient as being the Program End Date.
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Position:</b> Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing  <b>Address:</b> 777 Bay Street, 14 <sup>th</sup> Floor, Toronto, ON M7A 2J3 <b>Fax:</b> <b>Email:</b> Sebastian.Franks@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Anna McGregor, Director, Community Services, County of Dufferin  <b>Address:</b> 30 Centre Street, Orangeville, ON L9W 2X1 <b>Fax:</b> 519-941-0271 <b>Email:</b> <a href="mailto:amcgregor@dufferincounty.ca">amcgregor@dufferincounty.ca</a>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b> Aimee Raves, Treasurer, County of Dufferin  <b>Address:</b> 30 Centre Street, Orangeville, ON L9W 2X1 <b>Fax:</b> 519-941-0271 <b>Email:</b> <a href="mailto:araves@dufferincounty.ca">araves@dufferincounty.ca</a>

**Additional Provisions:**

1. The following provisions are added as Additional Provisions.

**30.0 PROGRAM OVER BUDGET**

**30.1 Program Over Budget.** The Recipient acknowledges that should Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Program.

**31.0 BY-NAME LISTS**

**31.1 By-Name Lists.** The Parties acknowledge that, as described in Schedule C-2, the Province intends to issue supplementary guidelines for the Program, pursuant to section A28.1, that provide new By-Name List requirements that will build on the current requirements.

**32.0 STATUS OF OTHER PROVINCIAL PROGRAMS**

**32.1 Termination of Home for Good.** If the Recipient entered into Home for Good with the Province, Home for Good is automatically terminated on the Effective Date of this Agreement.

**32.2 Home for Good – Service Manager Program Delivery.** If the Recipient entered into Home for Good with the Province for Service Manager Program Delivery, the following provisions apply in addition to section 32.1:

(a) Despite termination, the Province will continue to provide Funds to the Recipient for the Capital Component in accordance with the Affordability Payment Schedule(s) as defined and set out in Home for Good; and

(b) The Articles and sections in Article A29.0 (Survival) and sections in section 30.7 (Survival) of Schedule “B” of Home for Good will continue in full force and effect until the Province has made the last payment under the Affordability Payment Schedule and the Recipient has submitted the final Annual Occupancy Report as defined in Home for Good, to the Province's satisfaction.

**32.3 Home for Good – Direct Delivery.** If the Recipient entered into Home for Good with the Province for Direct Delivery with an Effective Date of March 31, 2020, the following provision applies in addition to section 32.1:

- (a) Despite termination, the Articles and sections in Article A29.0 (Survival) and any additional sections regarding survival in Schedule "B" will continue in full force and effect for a period of seven years from the last day of the Affordability Period as defined and set out in Home for Good.

**32.4 Termination of Community Homelessness Prevention Initiative.** The Community Homelessness Prevention Initiative is automatically terminated on the Effective Date of this Agreement. Despite termination, the Recipient will continue to confirm that projects funded under the Capital Funding – New Facilities component of the Social Services Relief Fund Phases 2 and 4 continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion.

**32.5 Termination of Strong Communities Rent Supplement Program.** If the Recipient entered into Strong Communities Rent Supplement Program with the Province, Strong Communities Rent Supplement Program is automatically terminated on the Effective Date of this Agreement. Despite termination, sections 4.8 and 4.9 of the Strong Communities Rent Supplement Program will continue in full force and effect until the submission of the Recipient's final report. The Recipient is required to submit the final report for Strong Communities Rent Supplement Program in a form determined by the Province by June 30, 2022.

### **33.0 SURVIVAL**

**33.1 Survival.** The following sections, and all applicable cross references, schedules and appendices will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 30 and 31, and Section 4 of Schedule "C."

## **Homelessness Prevention Program**

### **SCHEDULE "C"**

#### **PROGRAM**

##### **Background**

The Homelessness Prevention Program (HPP) is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing programs beginning April 1, 2022. The HPP combines the former Community Homelessness Prevention Initiative, Home for Good, and the Strong Communities Rent Supplement Program programs into one new program. The new Homelessness Prevention Program aims to prevent, address and reduce homelessness.

##### **1. Investment Plan.**

- (1) The Recipient shall develop and submit to the Province for approval an Investment Plan prior to April 1<sup>st</sup> of each Funding Year.
- (2) The Investment Plan must be approved by the Recipient's council, through delegated authority or by the Board, as applicable.
- (3) The Investment Plan shall contain, among other things, the following information for the Funding Year:
  - (a) the amount of Funds projected to be used quarterly under each service category, as defined in the Program Guidelines;
  - (b) the number of units that are expected to be created and retrofitted and the number of households that are expected to be assisted under each service category
  - (c) the number of households that are expected to be assisted under each service category activity, as defined in the Program Guidelines;
  - (d) the amount of Funds to be used under each service category activity;
  - (e) the amount of Funds that will be used for administration costs and a rationale for the proposed use of administration funding; and
  - (f) additional details as requested by the Province.
- (4) The Province will provide Notice of its decision with respect to the approval of the Investment Plan with such amendments as the Province considers appropriate within a reasonable amount of time.

- (5) The Recipient acknowledges that the Province will use the Investment Plan to track the Recipient's progress against its Annual Funding Allocation for the Program.

**2. Updates to the Investment Plan.**

- (1) As reflected in Schedule "D", the Recipient shall update its Investment Plan on a quarterly basis and submit the updates to the Province.
- (2) Updates will include the Recipient's progress against its Annual Funding Allocation and the actual number of households assisted under each spending category.
- (3) The most recently reviewed update to the Investment Plan will be deemed to replace the previously reviewed update to the Investment Plan with respect to ongoing payments.
- (4) If changes in operating and capital funding are required, the Recipient must submit a business case to the Ministry for approval.

- 3. Approvals.** With the exception of the initial payment in each Funding Year by the Province to the Recipient, the Investment Plan must be approved by the Province before the Recipient is entitled to receive any Funds in accordance with the plan, unless directed otherwise by the Province in writing.

- 4. Adjustment.** For greater certainty, despite section A4.1 of Schedule "A", in order to more accurately reflect the Recipient's anticipated need for Funds, the Province may reduce the amount of the Funds to be provided and any instalment of Funds, based upon a failure to spend any part of the Annual Funding Allocation in the relevant Funding Year and/or the spending forecasts submitted by the Recipient under this Agreement.

- 5. Administration Costs.** In the 2022-23 Funding Year, the Recipient may apply to use up to seven and a half per cent (7.5%) of its Annual Funding Allocation for the costs of administering the Program through the Investment Plan and updates to the Investment Plan. Starting in the 2023-24 Funding Year, and for subsequent Funding Years, the Recipient may apply to use up to five per cent (5%) of its Annual Funding Allocation for the costs of administering the Program.



## **Homelessness Prevention Program**

### **SCHEDULE "C-1" CAPITAL COMPONENT**

#### **1. Interpretation.**

- (1) In this Schedule "C-1", capitalized terms have the meaning given to them in Schedule "A" and the following terms shall have the following meanings:

**"Affordability Period"** means for Supportive Housing Projects either:

- a) the twenty (20) year period following the Occupancy Date of a New Facilities Project; or,
- b) the ten (10) year period following the Completion Date of a Retrofit Project.

**"Commitment"** means a conditional commitment to provide Funding to a Proponent for either:

- a) the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project under a Contribution Agreement; or,
- b) the retrofit of an approved Retrofit Project under a Funding Agreement.

**"Completion Date"** means the date of substantial completion of the Development Activities for a Project.

**"Conditional Letter of Commitment"** means a letter issued by the Province confirming approval of a New Facilities Project.

**"Contribution Agreement"** means an agreement entered into by the Recipient and a Proponent for the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project and for Funding for the approved Project.

**"Development Activities"** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property.

**"Emergency Shelter Solutions"** means emergency shelters and the services and supports offered in emergency shelters that provide relief or protect people

who are experiencing homelessness.

**"Funding Agreement"** means an agreement signed by the Service Manager and Proponent that is approved for contributions for a Retrofit Project.

**"Intended Use"** means the intended use of the Project once it is complete, as set out in the Project Information Form for the Project.

**"Intended Use Period"** means:

- (a) the minimum twenty (20) year period following the Completion Date for an Emergency Shelter Solutions New Facilities Project;
- (b) the minimum ten (10) year period following the Completion Date for an Emergency Shelter Solutions Retrofit Project; or
- (c) the minimum ten (10) year period following the Completion Date for a Supportive Housing Project during which support services shall be provided.

**"New Facilities Project"** means one of the following to create additional Emergency Shelter Solutions spaces or Supportive Housing Units:

- (a) acquisition of buildings that would be converted/upgraded;
- (b) conversion of an existing property and/or expansion of an existing facility; or
- (c) conventional or modular construction.

**"Occupancy Date"** means the date on which occupancy of all Units in a New Facilities Project is permitted.

**"Permitted Encumbrances"** means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect the New Facilities Project approved by the Recipient, (ii) if the New Facilities Project is to be added to, or part of, a building with an existing mortgage, the existing mortgage on the building up to the amount owing under it prior to putting the construction, acquisition, rehabilitation and/or conversion financing in place (iii) any necessary easements for the supply of domestic utility or telecommunications services to the New Facilities Project or adjacent properties, (iv) any necessary easements for drainage, storm or sanitary sewers, public utility lines, or other services which

do not materially affect the use of the property as residential dwellings; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, and (vi) any registered restrictions that run with the land providing such are complied with.

**“Project”** means either a New Facilities Project or a Retrofit Project.

**“Project Information Form”** means the form submitted by the Recipient to the Province for consideration of a Project.

**“Retrofit Project”** means an Emergency Shelter Solutions or Supportive Housing Project to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made.

**“Supportive Housing”** means a combination of housing assistance with individualized and flexible support services to enable people to live as independently as possible in their community.

**“Unit”** means a unit of Supportive Housing including self-contained residential dwellings, multi-bedroom units which are used for congregate living, and disabled/accessible units.

2. References in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

## **NEW FACILITIES PROJECTS**

3. **Proposed New Facilities Projects.** The Recipient shall submit to the Province a Project Information Form for each New Facilities Project that it would like funded. The Project Information Form must be approved by the Recipient's council, through delegated authority or by the Board, as applicable. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.
4. **New Facilities Project Eligibility.** Each New Facilities Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
  - (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;

- (b) the New Facilities Project must have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process;
  - (c) the New Facilities Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;
  - (d) the New Facilities Project must meet current Ontario Building Code requirements;
  - (e) the completed New Facilities Project must comply with the Program Guidelines; and
  - (f) the Recipient must have a plan in place to ensure that the New Facilities Project will be used for its Intended Use for the entire Intended Use Period.
5. **Conditional Letter of Commitment.** If the Province approves the New Facilities Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
6. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the New Facilities Project which may affect how the Project will be used.
7. **Contribution Agreement.** Following the approval of each New Facilities Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the New Facilities Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
8. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved New Facilities Project, the Recipient shall:
    - (a) ensure that the Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs in full; and
    - (b) confirm to the Province the source and availability of adequate ongoing funding for any acquisition of property or Development Activities for the New Facilities Project and the support services that will be made available to the public through the Project once complete.
  - (2) The Recipient shall ensure that the Contribution Agreement with each Proponent requires the Proponent to comply with the requirements of the Program, and, if the New Facilities Project involves Development Activities, includes obligations

to:

- (a) complete the construction of the approved Project within construction budgets and financing approved by the Recipient and required timelines;
- (b) ensure that until construction of the approved Project is complete (i) all claims for lien registered against the Project(s) are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital or operating debt related to the Project without the Recipient's consent (iii) the Project(s) are not encumbered by any registered encumbrances other than Permitted Encumbrances, (iv) the Proponent remains in good standing under the Permitted Encumbrances and (v) any work orders issued against the Project(s) by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;
- (c) obtain all the insurance a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance, and all other the insurance required by Schedule "A" to this Agreement read as if it applied to the Proponent, and including:
  - (i) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction projects, including a negotiated sub-limit for earthquake and flood. The policy must include the following:
    - 1. replacement cost value;
    - 2. stated amount of co-insurance;
    - 3. waiver of subrogation; and
    - 4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (ii) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. The policy must include the following:
    - 1. repair and/or replacement value;
    - 2. stated amount co-insurance;
    - 3. waiver of subrogation; and
    - 4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (iii) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit per occurrence and products and completed operations aggregate that a reasonably prudent person undertaking such a Project would

obtain. The insurance shall be in the joint names of the Recipient, the Indemnified Parties, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Recipient may require to be added as insured parties. The policy must include the following:

1. premises and operations;
2. owner's and contractor's protective liability;
3. broad form products and completed operations liability;
4. cross liability;
5. blanket written and oral contractual liability;
6. all risks tenant's legal liability;
7. hoist liability;
8. firefighting and forest fire fighting expense liability;
9. employer's liability and voluntary compensation;
10. non-owned automobile liability;
11. directors, officers, employees, shareholders, the Recipient and the Indemnified Parties added as insureds and/or additional insureds;
12. shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
13. sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
14. thirty (30) days written notice of cancellation.

- (iv) Valid coverage and clearance certificates of coverage under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA") for all persons working on the Project(s);
- (d) provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
- (e) use its property insurance proceeds to repair or rebuild the Project(s) in the event of damage to all or part of them;
- (f) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
- (g) refund to the Recipient any misused funds; and

- (h) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
- (3) The Recipient agrees that, where it is to be the owner of a New Facilities Project, the provisions of subsection 8(2) apply to it with the necessary changes.
- (4) The Recipient shall ensure that each Contribution Agreement contains provisions to the effect that,
  - (a) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the Province's undertakings are insufficient for all of the Province's undertakings; and
  - (b) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".
- 9. **Contribution Agreement Deadline.** No Contribution Agreement under this Schedule can be signed after November 30 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 10. **Intended Use.** The Recipient shall ensure that each completed New Facilities Project is used for its Intended Use for the entire Intended Use Period.
- 11. **Disposition of Acquired Facilities.** For Emergency Shelter Solutions New Facilities Projects acquired by the Recipient for the purposes of the Program, the Recipient may dispose of the Project after the expiry of the Intended Use Period, or at an earlier date if the Recipient is of the view that the Project is no longer needed for its Intended Use, provided that the Recipient has complied with the Program Guidelines, including this Schedule "C-1", and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.

## **RETROFIT PROJECTS**

- 12. **Proposed Retrofit Projects.** The Recipient shall submit to the Province a Project Information Form for each Retrofit Project that it would like funded. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.

- 13. Retrofit Project Eligibility.** Each Retrofit Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
- (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;
  - (b) the Retrofit Project must meet current Ontario Building Code requirements;
  - (c) the completed Retrofit Project must comply with the Program Guidelines; and
  - (d) the Recipient must have a plan in place to ensure that the Retrofit Project will be used for its Intended Use for the entire Intended Use Period.
- 14. Funding Conditions.**
- (1) The Recipient shall ensure that the Funding Agreement with each Proponent requires the Proponent to comply with the requirements of the Program and includes obligations to:
    - (a) complete the Development Activities within construction budgets and financing approved by the Recipient and required timelines;
    - (b) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
    - (c) refund to the Recipient any misused funds; and
    - (d) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
  - (2) The Recipient agrees that, where it is to be the owner of a Retrofit Project, the provisions of subsection 14(1) apply to it with the necessary changes.
  - (3) The Recipient shall ensure that each Funding Agreement contains provisions to the effect that,
    - (c) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the



Province's undertakings are insufficient for all of the Province's undertakings; and

- (d) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".
- 15. **Funding Agreement Deadline.** No Funding Agreement under this Schedule can be signed after December 31 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
  - 16. **Intended Use.** The Recipient shall ensure that each completed Retrofit Project is used for its Intended Use for the entire Intended Use Period.

#### **ALL PROJECTS**

- 17. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
- 18. **Acknowledgement.** The Recipient acknowledges that the requirements in this Schedule "C-1" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
- 19. **Monitoring.** The Recipient shall monitor the construction of all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Contributions Agreement or Letter of Agreement and the Program Guidelines, including this Schedule "C-1".
- 20. **Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed and/or retrofitted by Proponents(s) within budgets and financing approved by the Recipient.
- 21. **Construction Start.** The Recipient shall use its best efforts to ensure that construction for each approved Project commences within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project has not commenced within those timelines or the end of the extended period, whichever is applicable, the Recipient or the Province may cancel the Funds for the Project.
- 22. **Construction Completion.** Construction for each approved Project must be completed within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project is not completed by that date, the Province may cancel the Funds for the Project.

23. **Confirmation of Construction Start.** The Recipient shall provide the Province with a completed Confirmation of Construction Start at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
24. **Proof of Completion.** The Recipient shall provide the Province with proof that that the Project is complete and may be used for its Intended Use.
25. **Enforcing Contribution Agreement and Letter of Agreement.** The Recipient shall, after consultation with and if required by the Province, use its best efforts to enforce the terms of all Contribution Agreements, Letters of Agreement and Security.
26. **Proof that Units Can be Occupied.** The Recipient shall, at the request of the Province, provide the Province with proof that occupancy of all Units in a completed New Facilities Project is permitted.
27. **Initial Occupancy Report.** Upon initial occupancy of a completed Supportive Housing Project, the Recipient shall obtain and validate from each Proponent, the Project Initial Occupancy Report, as described in Schedule "D", and submit it to the Province.
28. **Annual Occupancy Reports.** During the period between the Occupancy Date of each completed Supportive Housing Project and the end of the Affordability Period, the Recipient shall obtain annually from each Proponent a completed Annual Occupancy Report as described in Schedule "D" and submit it to the Province.
29. **Notices.** The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:
  - (a) a request by a Proponent to transfer responsibility for an approved Project to another entity;
  - (b) any failure by the Proponent to carry out Development Activities which threatens the completion of an approved Project;
  - (c) if the construction, acquisition, rehabilitation and/or conversion of an approved Project has not commenced within ninety (90) days of the date of the Commitment for the Project;
  - (d) any substantial breach by the Proponent of its Contribution Agreement or Letter of Agreement with the Recipient;
  - (e) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any

proposal or making any assignment for the benefit of creditors or any arrangement or compromise;

- (f) the appointment of a receiver or a receiver and manager for all or a portion of an approved Project;
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets;
- (h) if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed within the timelines outlined in the Program Guidelines; and
- (i) any significant changes to a Proponent's business structure.

**30. Additional Events of Default.**

- (1) If,
  - (a) a Proponent does not complete construction, acquisition, rehabilitation and/or conversion of an approved Project;
  - (b) a Proponent ceases to use the Project for its Intended Use during the Intended Use Period;
  - (c) a Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated by the Project Information Form; or
  - (d) one of the events referred to in section 29 has occurred in relation to a Proponent,

the Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of that Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding.

- (2) For greater certainty, the above rights are in addition to any other rights the Province may have under the TPA and any other rights the Province may have at law.

**31. Signage.**

- (1) For Projects approved by the Province to receive \$100,000 or greater of Funds, a sign must be present at the construction site at all stages including before

construction work starts and throughout construction unless directed otherwise by the Province in writing.

- (2) The Recipient is responsible for removing the signage within six months of the completion of the project.
- (3) The Province must provide to the Recipient digital artwork and any guidelines that the Recipient must use to create the signage.
- (4) The Recipient must provide the Province with photographs of the signage once it is on display.
- (5) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments.

**32. Affordability Requirements.** The Recipient acknowledges and agrees that the Rental Protocol set out in Appendix "A" to this Schedule applies to all Supportive Housing Projects by virtue of the contractual terms of this Agreement, whether or not the Rental Protocol applies to Supportive Housing Projects under the Residential Tenancies Act, 2006, and shall ensure that the Proponent agrees in writing that Appendix "A" to this Schedule applies to its Supportive Housing Project(s).

## **Homelessness Prevention Program**

### **APPENDIX "A" RENTAL PROTOCOL**

#### **1. DEFINITIONS**

- 1.1 In this Appendix "A", unless the context requires otherwise,

**"Average Market Rent"** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Annual Market Rent Survey or as determined by the Minister, based on available data in areas where there is no or insufficient information from the CMHC Average Market Rent Survey; and

when used in this Appendix "A", the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

- 1.2 The definitions in the Agreement shall apply to this Appendix "A", in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

#### **2. AFFORDABLE RENT**

- 2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Supportive Housing Project in excess of the affordable rent permitted under this Appendix "A" nor increase any rent charged for a Unit except as permitted in this Appendix "A".

#### **3. RENTS**

- 3.1 The weighted average rent of all Units in:
- (a) a Supportive Housing New Facilities Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of Average Market Rents in the geographical area.

- (b) a Supportive Housing Retrofit Project for which Program Funds have been utilized shall not exceed one hundred per cent (100%) of Average Market Rents in the geographical area.

3.2 If rent supplements or housing allowances are used for Program funded units to provide deeper affordability for tenants, the Recipient shall ensure that the total rent received by a Proponent, including rent for a tenant and any rent supplement from a service manager or other party, shall not exceed one hundred per cent (100%) of Average Market Rent for units of a similar type in the geographical area.

#### **4. RENT INCREASES**

4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,

- (a) since the day of the last rent increase respecting the Unit, if there has been an increase; or
- (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Supportive Housing Project.

4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, applies to the Supportive Housing Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "A".

4.3 For Supportive Housing New Facilities Projects, subject to the *Residential Tenancies Act, 2006*, or any successor legislation from the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may apply to the Recipient to increase Unit rents to an amount not to exceed Average Market Rent for units of a similar type in the geographical area.

## **5. EXCEPTION**

- 5.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "A" respecting rent increases during the Affordability Period, where the Recipient implements income verification of tenants following the initial occupancy of a Unit, the Recipient may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Supportive Housing Project does not exceed the permitted rents for the Supportive Housing Project.

## **6. AFTER AFFORDABILITY PERIOD**

- 6.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Supportive Housing Project to new tenants at rents agreed to by the Proponent and the new tenants.

**Homelessness Prevention Program**

**SCHEDULE "C-2"  
PROGRAM GUIDELINES**

**SEE ATTACHED**



## **Homelessness Prevention Program**

### **SCHEDULE "D"**

#### **REPORTS**

<b>Name of Report</b>	<b>Due Date</b>
1. Investment Plan	In accordance with Schedule "C-2".
2. Updates to Investment Plan	In accordance with Schedule "C-2".
3. Year-End Report	In accordance with Schedule "C-2".
4. Project Information Forms(s)	In accordance with Schedule "C-2".
5. Contribution Agreement(s)	In accordance with Schedule "C-2".
6. Project Initial Occupancy Report	In accordance with Schedule "C-2".
7. Project Annual Occupancy Report	In accordance with Schedule "C-2".
8. Confirmation of Construction Start	In accordance with Schedule "C-2".
9. New Facilities Project Audited Financial Statement	In accordance with Schedule "C-2".
10. French Language Services Report	On May 31 of each Funding Year.
11. Reports as specified from time to time	On a date or dates specified by the Province.

#### **Report Due Date**

The Reporting period is based on the Funding Year.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

#### **Submission of Reports**

All reports are to be submitted through Transfer Payment Ontario (TPON) unless the Province notifies the Recipient otherwise. Reports attached to the Schedule are samples of the reports required.

#### **Report Details**

1. The Investment Plan shall be substantially in the form of Appendix "A" to this Schedule.

2. Updates to the Investment Plan will provide, among other things, actuals for service category activities that have been spent and updated projections for future spending.
3. Through the Recipient's quarterly updates to the Investment Plan, the Province will obtain information on:
  - (a) the Recipient's progress against its Annual Funding Allocation by service category;
  - (b) the actual number of households assisted under each service category;
  - (c) variance explanation, as required
4. The Year End Report shall be in the form determined by the Province and shall include the following information:
  - (a) actual quarterly operating expenditures and capital commitments for the previous Funding Year and households assisted by service category;
  - (b) actual expenditures and households assisted by spending category activity;
  - (c) municipal homelessness Program spending; and
  - (d) performance indicator reporting for previous Funding Year.
5. The Project Information Form shall be in the form determined by the Province and shall be accompanied by all supporting documentation required under it.
6. The Project Initial Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate from each Proponent information regarding unit and household types, rents at occupancy, and the depth of affordability of units.
7. The Project Annual Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate annually from each Proponent information regarding unit and household types, rents at year-end, and the depth of affordability of units.
8. The Confirmation of Construction Start shall be in the form of Appendix "B" to this Schedule.
9. The French Language Services Report will be in the form of Appendix "C" to this schedule and shall set out whether the Recipient has complied with the French Language Services requirements of the Agreement.

10. The Province will specify the timing and content of any other reports as may be necessary.

## **Homelessness Prevention Program**

### **APPENDIX "A"**

#### **INVESTMENT PLAN**

##### **Introduction**

Service Managers are required to submit an annual Investment Plan for review and approval by the Ministry. The Investment Plan is comprised of two parts:

1. This form, in which you are required to:
  - a. forecast and outline your anticipated quarterly spending in the upcoming fiscal year and projected number of households assisted for the program year across all HPP service categories
  - b. forecast and outline your anticipated annual expenditures and projected number of households assisted across various program activities
  - c. provide an attestation that the information provided in this plan is true and correct and that funding will be spent according to HPP program requirements, including those outlined in the program guidelines.
2. The HPP Proposed Plan, in which you are to provide written details on your proposed use of funds, including information on the types of services and activities that will be funded for each service category.

This Investment Plan must be approved by the Service Manager's local Council, District Social Services Administration Board, or a delegated authority.

For further information, please consult the HPP Program Guidelines.

##### **Section A – Contact Information**

###### **Service Manager Contact Information**

Contact Name (First and Last Name):	
Contact Email:	
Contact Phone Number:	

## Section B - Planned Commitments by Quarters

For the HPP Operating Service Categories, enter the projected spending in each quarter of the program year and projected total number of households to be assisted.

For the Capital HPP Service Category Activities (i.e., New Facilities and Retrofits), enter the estimated amount of HPP funding to be committed in each quarter of the program year and the projected total number of units to be funded in the program year.

Details on the Service Categories and Service Category Activities are outlined in the HPP Program Guidelines.

Service Category		Planned Financial Commitments by Quarter				###,###.##
Operating	Projected Households Assisted (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Community Outreach and Support Services						
Emergency Shelter Solutions						
Housing Assistance						
Supportive Housing						
<b>Total Operating</b>						
Capital	Projected Units Funded (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Emergency Shelter - New Facilities						
Emergency Shelter - Retrofits						

Supportive Housing - New Facilities						
Supportive Housing - Retrofits						
Total Capital						
Administration	%	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Administration Fees	%					
Grand Total						
Variance						0

- 1.0 Please complete the charts below detailing the projected number of households assisted and funding by each of the categories' activity:

## Section C - Planned Commitments by Activities

Community Outreach and Support Services		####,###.##
Activities	Projected # Households Assisted	Projected Funding
Mental Health and Addictions Supports		
Other Health-Related Supports		
Life Skills Development / Daily Living Supports		
Food Security		
Employment / Education / Training Supports		
Case Management and Outreach		
Culturally-Relevant Supports for Indigenous Peoples		
By-Name List Activities		
Total		####,###.##
Variance		0

Housing Assistance		####,###.##
Activities	Projected # Households Assisted	Projected Funding
Long-Term Housing Assistance		

Short-Term / Emergency Assistance		
Non-Financial Assistance		
Total		
Variance		0

Supportive Housing		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Housing Assistance		
Mental Health and Addictions Supports		
Other Health-Related Expenses		
Life Skills Development / Daily Living Supports		
Culturally-Relevant Supports for Indigenous Peoples		
Other Supports Not Captured Above		
Minor Repairs	n/a	
Residential Services Homes*		
Total		
Variance		0

\*Projected Households Assisted and Projected Funding for the Residential Services Homes activity should not be included in the other Supportive Housing activities.

## Section - Attestation

- ☐ I declare that, to the best of my knowledge and belief, the information provided in this report and the attached Proposed Plan for the Homelessness Prevention Program is true and correct, with approvals by local Council/Board or their delegated authority.
- ☐ I certify that Funds for Administration Fees are to be used in accordance with Homelessness Prevention Program 2022-23 Guidelines and as outlined in the HPP Proposed Plan.

*Prepared By (Name and Title):	*Date:
*Approved By (Delegated Service Manager Authority):	*Date:

## **HPP PROPOSED PLAN**

### **Section B – Planning Overview**

1. Please provide a strategic overview of what you intend to achieve with HPP funding. Describe how the services and activities that you plan to fund under HPP in 2022-23 are aligned with your Housing and Homelessness Plan, including:
  - How does your proposed plan support people who are at risk of homelessness and provide housing stability for those experiencing homelessness?
  - How does your plan contribute to a reduction in chronic homelessness?
  - How will your plan support priority populations (e.g., youth, Indigenous Peoples, people transitioning from provincial institutions)?

2. HPP has consolidated funding from the Community Homelessness Prevention Initiative, Home For Good, and the Strong Communities Rent Supplement Program. How will your use of funding be impacted by the additional flexibility under the consolidated program? How will the additional flexibility under the consolidated program allow you to continue to provide services to protect tenants including those formerly supported under the SCRSP program? How will your plan support cost avoidance (e.g., help avoid the use of high-cost systems by helping people achieve housing stability? Please provide specifics.

3. Do you plan to use HPP funding to sustain/continue initiatives developed through the Social Services Relief Fund (e.g., temporary shelters) once this funding winds down? If yes, please provide details.



4. Please outline how you plan to use your By-Name List in 2022-23 to:

- Help connect people to services and supports;
- Track progress in addressing homelessness.

Please describe any planned changes to service delivery in 2022-23 that are being implemented to support the use of By-Name Lists to connect people to services and supports.

**Section C – Capital**

**1) Supportive Housing Capital**

If you plan to use HPP funding towards **Supportive Housing Capital**, please provide details including:

- evidence of local need,
- target group and the types of supports to be provided,
- Number of Units/Facilities to be created or repaired/retrofitted,
- Other costs that may be avoided through investments in supportive housing/services (e.g., Emergency shelter use, acute medical services).

Please describe how you plan to fund the ongoing operational requirements from any new Supportive Housing units you plan to create.

## **2) Emergency Shelter Solutions Capital (i.e., New Facilities and Retrofits)**

If you plan to use HPP funding towards Emergency Shelter Solutions **Capital**, please provide **evidence of local need** and why this should be prioritized for funding.

## **3) Administration**

Please provide details on your proposed use of HPP funding to support the **administration of homelessness prevention programs** (e.g., staffing, general office expense, professional services etc.).

## **4) Residential Services Homes Framework**

Will you be using HPP funds for Residential Services Homes covered under the Standards Framework (e.g., housing formerly known as domiciliary hostels)? If yes, please attach a copy of your local standards via Transfer Payment Ontario.

Did you make significant changes to your Standards? If yes, please provide a brief summary of the changes.

**Homelessness Prevention Program**

**APPENDIX "B"**

**CONFIRMATION OF CONSTRUCTION START**

This is to confirm that the \_\_\_\_\_ project in the \_\_\_\_\_ [SM name] has commenced construction on \_\_\_\_\_ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on \_\_\_\_\_ [CA date].

I declare that the above information is true and complete.

\_\_\_\_\_  
Signature

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name and Title of Service Manager / Authorized Signing Officer

**Homelessness Prevention Program**

**“APPENDIX C”**

**FRENCH LANGUAGE SERVICES REPORT**

Please complete and submit this Report, including Schedule A, on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact:

Name:

Number:

Email:

This report is to confirm that the \_\_\_\_\_[Service Manager name] is providing services under the Homelessness Prevention Program and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act (“FLSA”).

The \_\_\_\_\_ [Service Manager name] confirms that it is:

Providing Homelessness Prevention Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA as described in Schedule A; and,

Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with Homelessness Prevention Program are available in French.

I declare that the above information is true and complete.

\_\_\_\_\_  
Service Manager Signature

Name:

Title:

I have the authority to bind \_\_\_\_\_[Service Manager name]

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **Schedule A**

As a Service Manager providing services under the Homelessness Prevention Program and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below. A list of designated areas can be found in Schedule B.

**Service Manager Name:**

**Name of Designated Area(s):**

**Description of Services:**

Please select all items that apply to the services you are providing under the Homelessness Prevention Program in an office (or the office of a sub-contractor) that is located in or services a designated area.

Signage and visibility of available services in French

Over-the-counter services are available in French

Written correspondence and telephone service are available in French

Translation of written material produced for public use is available in French

Other \_\_\_\_\_ [please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

## Schedule B

### List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
<b>Central Region</b>	
Regional Municipality of York	City of Markham
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester

Service Manager	Designated Area(s)
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay





# Homelessness Prevention Program (HPP)

## Program Guidelines

April 2022



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## Introduction

The Homelessness Prevention Program (HPP) is a provincially-funded program that supports Ontario's 47 municipal Service Managers to provide affordable housing and support services for people at risk of or experiencing homelessness. The objective of the program is to support Service Managers in preventing, addressing and reducing homelessness, including chronic homelessness.

This document provides a framework for the administration and delivery of the HPP, including key program requirements. It is intended to assist Service Managers with the implementation of the HPP in their local communities, and forms part of the transfer payment agreement governing the program.

These guidelines are effective April 1, 2022 and will be updated as program implementation progresses. The ministry intends to continuously improve the program design in these guidelines in the coming years to reflect engagement and consultation with Service Managers and to ensure the HPP is effective in achieving intended outcomes.

The ministry welcomes feedback on the design of HPP, as well as questions of clarification on the implementation of the program. Should you wish to share your thoughts or ask a question, please [contact MMAH staff](#).

## Context

The HPP is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing (MMAH) programs. It combines the former Community Homelessness Prevention Initiative (CHPI), Home for Good (HFG)<sup>1</sup> and the Strong Communities Rent Supplement Program (SCRSP) into one new program under a single policy and accountability framework.

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<sup>1</sup> Note that legacy Home for Good capital will continue to be administered through the Home for Good Transfer Payment Agreement.

### Homelessness Prevention Program Funding in the 2022-23 Fiscal Year



The program consolidation responds to several findings and recommendations from the December 2021 Office of the Auditor General of Ontario (OAGO) [Value for Money audit of homelessness programs](#), the recent Multi-Ministry Supportive Housing Initiative (MMSHI), [housing engagement sessions with Service Managers in 2020-21](#) and program reviews of CHPI, HFG and SCRSP. See [Appendix A](#) for more information on the inputs informing the development of the program.

## Summary of Changes in 2022-23

The HPP is intended to be flexible and streamlined, so that Service Managers can target funding where community need is greatest and can make the most impact on reducing and preventing homelessness. Key changes include:

Priority	Key Change
<b>1. Sustainability</b>	<ul style="list-style-type: none"> <li><i>Increased overall funding:</i> the HPP consolidates the funding envelopes of CHPI, HFG, and SCRSP and provides an additional increase of \$24.7M for a total of \$463.4 million in 2022-23.</li> <li><i>Stability for recipients of SCRSP:</i> long-term rent supplement assistance is an allowable program expense and funding will be sustained so that Service Managers can continue to support SCRSP recipients beyond the planned end date of SCRSP on March 31, 2023.</li> </ul>
<b>2. Equity</b>	<ul style="list-style-type: none"> <li><i>Updated funding allocation methodology:</i> as an immediate step to improve equity of the allocations for 2022-23, the increase of \$24.7 million will be allocated based on the proportional share of Deep Core Housing Need and priority population indicators from Census 2016</li> </ul>

	data. A funding model review to further address ongoing equity concerns is planned for 2022-23.
<b>3. Flexibility</b>	<ul style="list-style-type: none"> <li>• <i>New, clearer service categories:</i> consolidated service categories have been developed that clarify eligible expenditures and enable Service Managers to utilize funding for a wider variety of eligible activities.</li> <li>• <i>Capital expenses:</i> Service Managers will be able to allocate as much or as little funding as needed to capital spending that supports the creation and renewal of supportive housing and emergency shelters.</li> </ul>
<b>4. Accountability</b>	<ul style="list-style-type: none"> <li>• <i>Requirements for By-Name Lists</i> as a condition of HPP funding. Service Managers are required to maintain a By-Name List in accordance with provincial requirements. The ministry intends to release new By-Name List requirements that will build on the current requirements. These new requirements will be expected to be implemented by April 1, 2023.</li> <li>• <i>New outcomes measures:</i> Informed in part by recently established By-Name Lists, new outcomes measures have been developed to track provincial progress in preventing, addressing and reducing homelessness, including chronic homelessness.</li> </ul>
<b>5. Efficiency</b>	<ul style="list-style-type: none"> <li>• <i>Streamlined administration:</i> The new HPP will streamline the number of transfer payments agreements and associated take up documents and reports that Service Managers need to submit, helping to focus administrative efforts on frontline program delivery.</li> <li>• <i>Reduced administrative spending:</i> In order to focus funding on frontline service, the cap on administration spending will be 7.5 per cent of each Service Manager's annual funding allocation starting in 2022-23. This will be reduced to 5 per cent in 2023-24.</li> </ul>

## Overview of Program Design

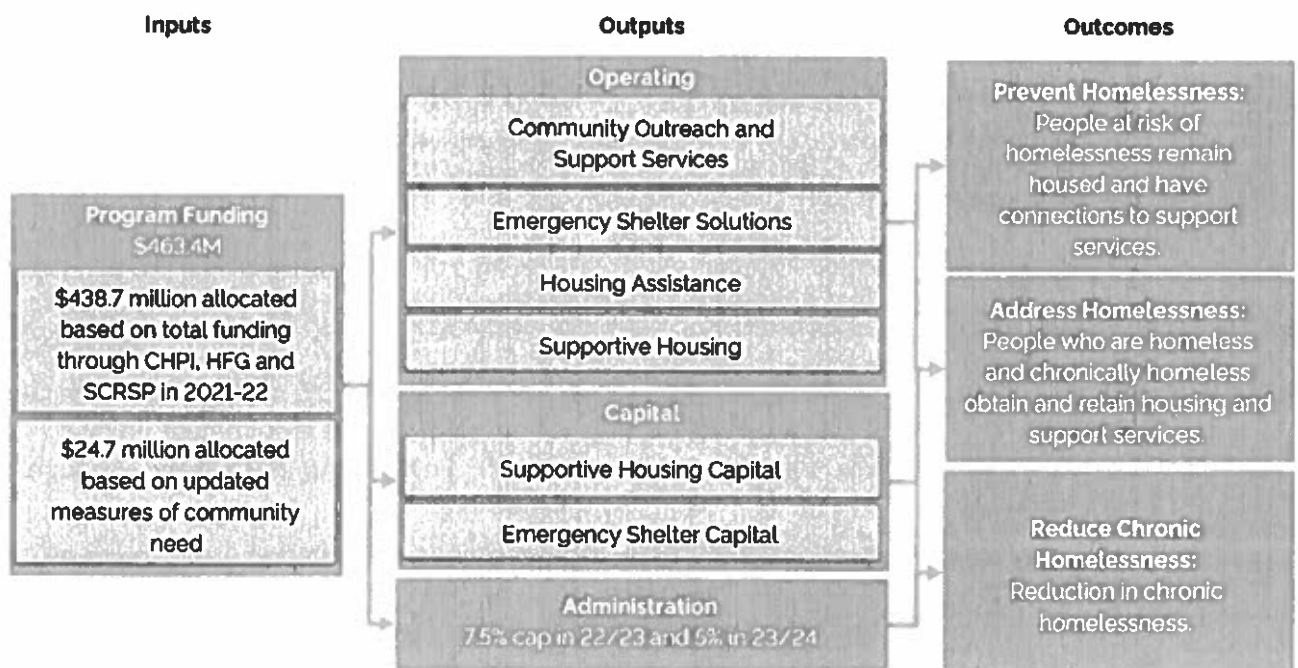
The overall vision of the HPP is to provide Service Managers with the resources needed to establish a coordinated housing and homelessness system in each community so that:

**People at risk of or experiencing homelessness have the housing and support services that they need to retain and/or obtain stable housing and achieve better outcomes.**

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

1. **Prevent homelessness:** People at risk of homelessness remain housed and have connections to support services.
2. **Address homelessness:** People who are homeless and chronically homeless obtain and retain housing and support services.
3. **Reduce chronic homelessness:** Reduction in chronic homelessness.

*Homelessness Prevention Program Logic Model*



## Roles and Responsibilities

MMAH and Service Managers will be responsible for specific tasks, including but not limited to:

Province	Service Managers
Establishing the policy framework and Program Guidelines.	Engaging in planning activities related to program delivery, which may include assessing service needs, identifying partners, and developing planning processes.
Ensuring administrative accountability for the HPP.	Delivering services and administering the program in accordance with these Program Guidelines and the Transfer Payment Agreement.
Entering into Transfer Payment Agreements with Service Managers.	Entering into Transfer Payment Agreements with the Province.
Administering funding.	Creating, entering into, and monitoring service contracts with service providers as appropriate.
Assisting with developing, reviewing and approving Service Manager Investment Plans and quarterly reports.	Submitting annual Investment Plans outlining how program funds (including administrative funding) will be used and submitting quarterly reports outlining use of funds.
Approving capital projects for funding.	Soliciting and reviewing capital project proposals and submit to the Ministry for funding approval. Monitoring capital project progress and affordability requirements.
Monitoring compliance with the Transfer Payment Agreement and Program Guidelines.	Complying with the requirements in the Transfer Payment Agreement and Program Guidelines.
Taking appropriate and progressive corrective action for non-compliance with the terms and conditions of the Transfer Payment Agreement and Program Guidelines.	Submitting timely reporting and complying with the requirements in the Transfer Payment Agreement and Program Guidelines.



MMAH is required to comply with financial management directive and policies as issued by the government. These directives and policies include the [Transfer Payment Accountability Directive](#) and the [Transfer Payment Operational Policy](#).

Where applicable, these directives and policies inform and constrain MMAH. All ministry specific and Treasury Board financial management policies are subject to Public Sector Accounting Standards.

## Key Dates and Timelines

Report	Due Date	Details
<b>Investment Plan</b>	April 15 <sup>th</sup> of each year for the next program year	Projected quarterly operating expenditures and capital commitments by Service Category.  Proposed Plan including proposed use of funding by Service Category.
<b>Q1 Report Back</b>	July 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and projected quarterly expenditures and commitments for Q2-Q4 by Service Category.
<b>Q2 Report Back</b>	October 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and Q2 and projected quarterly expenditures and commitments for Q3 and Q4 by Service Category.
<b>Deadline for Capital Commitments for New Facilities</b>	November 30 <sup>th</sup> of each year	Deadline to execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for conventional, conversion, or modular housing projects)
<b>Q3 Report Back</b>	January 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1-Q3 and projected quarterly commitments and expenditures for Q4 by Service Category. Attestation that Service Managers intends to fully take-up all funding by fiscal year end.

<b>Year End Report</b>	May 31 <sup>st</sup> of each year for the previous program year	Actual quarterly operating expenditures and capital commitment for previous program year. Municipal homelessness program spending. Performance indicator reporting for previous program year.
<b>French Language Services Report</b>	May 31 <sup>st</sup> of each year for the previous program year	Report to the ministry annually confirming that the requisite French language services are being provided by Service Managers who are located in or servicing an area that is designated under the French Language Services Act

The Ministry reserves the right to request additional reporting as required.

## Inputs: Program Funding

For the 2022-23 fiscal year, \$463.4 million in total HPP funding will be provided to Service Managers. This funding amount represents an increase of \$24.7 million from the total combined funding under CHPI, HFG and SCRSP provided in the 2021-22 fiscal year.

## Allocation Methodology



For the 2022-23 fiscal year, the ministry will provide Service Managers with a single funding allocation that is calculated based the sum of two components:

- **Base funding:** to support planning stability, each Service Manager will continue to be allocated a funding envelope equivalent to the sum of operating funding allocated under the former CHPI, HFG and SCRSP programs in the 2021-22 fiscal year.
- **Needs-based funding:** all Service Managers will be allocated a portion of the additional investment of \$24.7 million in 2022-23 based on updated Statistics Canada socioeconomic data from the 2016 Census. Approximately half will be allocated based on Deep Core Housing Need, while the other half will be allocated based on the Provincial Priorities Indicator component of the former CHPI program.

Component of Needs-Based Funding	Proportion
<i>Deep Core Housing Need:</i> Service Manager area share of households in Deep Core Housing Need as defined by the Canada Mortgage and Housing Corporation (CMHC).	50%
<i>Low Income and Shelter:</i> Service Manager area share of households that are LIM-BT (Low Income Measure 50 per cent before tax) and that pay more than 50 per cent of before tax income on shelter, as a percentage of total provincial households.	17%
<i>Unemployment:</i> Service Manager area share of unemployed population, as a percentage of total provincial unemployed population.	17%
<i>Indigenous Identity:</i> Service Manager area share of provincial Indigenous identity population (including First Nations, Inuit, and Métis).	8%
<i>Youth:</i> Service Manager area share of youth population aged 16-25 years	8%

## **Future Fiscal Years**

Please note that funding allocations for the 2023-24 fiscal year and beyond are contingent on provincial budget approvals and will be communicated at a later date. Service Managers will be notified of any changes to their HPP allocations and/or allocation methodology.

To make further progress in allocating funding to meet local need, the ministry intends to review the funding allocation methodology for the overall HPP funding envelope. The Ministry intends to consult with Service Managers. Further details regarding consultation and next steps will be communicated in 2022-23.

## **Transfer Payment Agreements**

Service Managers are required to enter into a new Transfer Payment Agreement (TPA) with MMAH in order to participate in the HPP and to receive the funding allocated to them. The TPA outlines the roles, responsibilities, and accountability requirements of the program.

The new HPP TPA will replace the existing CHPI Service Manager Service Agreement, HFG Transfer Payment Agreement and Strong Communities Rent Supplement Program Memorandum of Understanding. Please note, however, that existing HFG capital affordability and milestone transfer payment arrangements committed prior to April 1, 2022 will continue to be administered as a legacy component of HFG.

The TPA may need to be renewed and/or amended as program implementation progresses and the program matures. This may include but may not be limited to amendments to terms and conditions, program updates including updated program guidelines, and additional program communications.

## Investment Plan

Service Managers are required to submit an annual HPP Investment Plan for ministry approval outlining how the Service Manager plans to allocate funding among the different service categories of the HPP (see [Outputs](#) section below), and how this is intended to contribute to the objectives of the program.

While planning for the implementation of the HPP, Service Managers are encouraged to consider how investments:

- support a shift away from emergency responses towards prevention and permanent housing and contribute to a reduction in chronic homelessness.
- support priority populations who may be at a greater risk of homelessness (for example, youth, Indigenous Peoples, and people transitioning from provincial institutions.)

The ministry will review Investment Plans for alignment with the intended outcomes of the HPP and to verify compliance with the HPP Transfer Payment Agreement, HPP Program Guidelines, and any other applicable government directives or legislation.

The plan will be **due to the ministry no later than April 15<sup>th</sup>** of each year and must be approved by the Service Manager's local Council, District Social Services Administration Board, or a delegated authority. The plan must include at minimum the information requested in the ministry's Investment Plan templates, including:

- Projected use of funding and number of households supported for each service category in each quarter.
- Details on the types of services and activities that will be funded for each service category.
- An outline of strategic considerations informing the Investment Plan.
- Attestation that funds used for program administration comply with program guidelines (i.e., they are being used only to fund the administration of HPP services and supports) and that all information submitted is accurate.
- Local standards as required by the standards framework for Residential Services Homes, if applicable (see Appendix C – Guide to the Residential Services Homes Standards Framework for more information)

Please note that there are no requirements for a minimum or maximum amount of operating and/or capital expense within each service category. Service Managers are best placed to determine local needs and will be provided the flexibility to determine these amounts in their Investment Plans.

Service Managers must report back on progress on a quarterly basis through the Transfer Payment Ontario (TPON) system. Quarterly updates must provide a forecast reflective of any

variances from the initial plan and a detailed variance explanation if applicable. When completing the Investment Plan and quarterly updates, Service Managers must provide the most accurate forecast and reflection of expenditures for the year.

## **Operating Payment Process**

Subject to the TPA, operating funding will be issued to Service Managers based on projections in their approved Investment Plans and quarterly updates each year. Payments typically follow a quarterly schedule (in April, July, October, and January of each year), subject to quarterly report reconciliation of actual program spending and forecasts.

The first quarter (April) operating payment for fiscal 2022-23 will be initiated upon receipt of an executed Transfer Payment Agreement, based on 25% of the Service Manager's total allocation. Subsequent quarterly payments (Q2, Q3, Q4) will be issued based on the approved annual Investment Plans and quarterly updates.

Please note that payments related to capital projects follow a different process. Please see [Capital Funding Requirements](#) for further information.

## Outputs: Service Categories

The HPP recognizes that Service Managers know where community need is greatest and where investments can make the most impact on preventing, addressing and reducing homelessness, including chronic homelessness. Service Managers have the flexibility to use allocated funding for any of the following service categories, provided the ministry has approved the Service Manager's Investment Plan and the expense is eligible.

### A. Operating Service Categories

#### • **Supportive Housing**

- Refers to a combination of housing assistance with individualized, flexible, and ongoing support services (for example, mental health and addictions supports, assistance with daily living, and other services).
- For the purposes of HPP, this category includes transitional housing and residential services homes (i.e., former domiciliary hostels).

#### • **Community Outreach and Support Services**

- Refers to services and supports, such as community outreach and food security programs, as well as case management and referrals for people on By-Name Lists.
- Also includes ongoing supports and services (such as counselling, medical care, or assistance with daily living) for people not receiving long-term housing assistance, which would be considered supportive housing under HPP.

#### • **Housing Assistance**

- Refers to short-term/emergency assistance, non-financial housing assistance, and long-term housing assistance (such as rent supplements and housing allowances) for people not receiving ongoing support services, which would be considered supportive housing for the purposes of the HPP.
- Includes rent supplements under the former SCRSP program.

#### • **Emergency Shelter Solutions**

- Refers to expenses directly related to operating and staffing emergency shelters.

### B. Capital Service Categories

#### • **Supportive Housing:** new facilities and retrofits.

#### • **Emergency Shelters:** new facilities and retrofits.

### C. Administration

- Costs not directly related to delivering services and supports, such as back-office administration, professional services, and office expenses.

## Eligible Expenses

Compared with the former CHPI, HFG and SCRSP programs that the HPP replaces, service categories in the HPP are designed to be better defined, so that Service Managers have more guidance on how program costs should be classified. They are also more flexible in that a wider variety of program expenses are recognized.

Please note, however, that Service Managers **may only allocate funding towards eligible expenses under each service category**. If a proposed expense does not clearly fall within a service category's eligible expenses as outlined in this guide, the Service Manager should contact MMAH staff for guidance. In some cases, the ministry may authorize Service Managers to allocate funding to an expense not specifically listed in this document and may reflect this approval in future versions of these program guidelines.

## A. Operating

### Supportive Housing

Supportive housing combines long-term housing assistance (e.g., rent supplements, housing allowances) with individualized, flexible, and ongoing support services (e.g., , counselling, life skills training, activities of daily living, behaviour supports) to enable people to live as independently as possible in their community.

Supportive housing may be place-based (situated in one building or location) or in scattered sites where supports are delivered through home visits, in the community or via phone/virtually. As well, supportive housing may include congregate living arrangements or may be available through a self-contained unit. For further clarity, this could exist within the context of social housing and other forms of government-assisted housing (e.g., rent supplements, housing allowances).

For the purposes of HPP, supportive housing also includes:

- Transitional housing, which is typically considered as an intermediate step between emergency shelter and permanent housing and has limits on how long an individual or family can stay (generally up to four years). It is intended to offer a supportive living environment for its residents, including offering them structure, supervision, support (for addictions and mental health, for instance), and life skills to become more independent.
- Residential Services Homes, i.e., housing in which the Residential Services Homes Standards Framework applies (see [Appendix B](#)). Residential Services Homes include long-term housing facilities that were previously funded under the former Domiciliary Hostel Program, or housing where the housing provider delivers both long-term housing and on-site daily supports and services to its tenants. Examples of on-site daily supports and



services may include providing tenants with meals, laundry and cleaning services, and assistance with personal care and medication.

### **Eligible Expenses**

- **Housing assistance for people in supportive housing.**
  - Ongoing / long-term housing assistance including rent supplements and housing allowances provided as part of supportive housing.
- **Support services for people in supportive housing. E.g.:**
  - Mental health and addictions (MHA) supports:
    - Activities could include assessment, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions and recovery related supports.
  - Other health-related supports not covered under MHA supports.
    - Activities could include community nursing; community paramedicine; assistance with medication; and wellness/health promotion activities and education.
  - Life skills development and daily living supports:
    - Activities could include life skills development such as budgeting; assistance with personal care; daily living supports such as housekeeping, laundry, cooking and shopping; and assistance to access education, training, employment or income support.
  - Culturally-relevant supports for Indigenous people:
    - Activities could include traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community; and supports to access traditional or culturally sensitive healing services (e.g., healing circles, sweat lodges ceremonies, access to traditional medicines).
  - Other supports not included above for people in supportive housing.
    - For example, costs to reduce the potential for infection and transmission in congregate supportive housing settings, such as the purchase of Personal Protective Equipment.
- **Minor retrofits or upgrades to existing supportive housing facilities** with a total funding request of up to \$50,000
- **Residential services homes.**
  - Costs associated with providing housing in Residential Services Homes.
  - Necessary basic needs (e.g., food, clothing, blankets, hygiene items, and other essentials).

- On-site daily supports and services (e.g., meals, laundry and cleaning services, and assistance with personal care and medication).
- Costs to reduce the potential for infection and transmission of contagious illnesses among residents and staff of Residential Services Homes (e.g., personal protective equipment).

## Community Outreach and Support Services

This service category refers to operating supports and services provided outside to individuals not in supportive housing (i.e., the services are short-term/emergency supports or are ongoing but not linked to a person receiving long-term housing assistance). Services provided on an ongoing basis to a person receiving long-term housing assistance should be expensed under the supportive housing service category.

This category also captures expenses related to maintaining a By-Name List, a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers are required to maintain a By-Name List that meets the provincial requirements.

Costs that can be expensed under this service category include engaging clients from the By-Name List through assessments, case management and referrals, including within emergency shelters or supportive housing settings. Costs associated with maintaining a By-Name List are also eligible under this service category.

Note: Service Managers that receive funding from other sources for By-Name List implementation and associated activities are expected to allocate those funds first before using their HPP funding for By-Name List activities.

### Eligible Expenses

- **Case Management and Outreach.**
  - For example, outreach to people experiencing homelessness which may include wellness checks; clothing and blankets; hygiene items; referrals to community agencies and other supports.
  - Costs associated with other important case management and individualized planning processes, such as pre-discharge planning from provincial institutions (e.g., hospitals and correctional facilities) and development of support service plans.
- **By-Name List related activities** and other important case management/referrals processes. E.g.:

- Costs associated with engaging clients from the By-Name List including assessments, case management, navigation, referrals, assistance to access support service, and development of support service plans.
  - Costs associated with maintaining a By-Name List to meet provincial requirements (e.g., staffing, data management, and training).
- **Food security.**
  - For example, food banks, grocery vouchers, food assistance.
- **Employment, education, training supports. E.g.:**
  - Services directed towards individuals and families to help them access income benefits.
  - Pre- and post-employment services that bridge individuals and families to the labour market and assist them to maintain employment and build self-sufficiency.
  - Services to support essential skills development; and services to connect individuals and families to education and training programs.
- **Mental Health and Addiction (MHA) supports for individuals not in supportive housing.**
  - For example, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions, and recovery.
- **Other health-related supports not included under MHA supports for individuals not in supportive housing.:**
  - For example, community nursing; community paramedicine, assistance with medication; and wellness/health promotion activities and education.
- **Life skills development and daily living supports in the community.:**
  - For example, life skills development such as budgeting; assistance with personal care; daily living supports such as housekeeping, laundry, cooking and shopping; and assistance to access education, training, employment or income support.
- **Culturally-relevant supports for Indigenous people.**
  - For example, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community; and supports to access traditional or culturally sensitive healing services (healing circles, sweat lodges ceremonies, access to traditional medicines)

## Housing Assistance

This service category covers the use of operating funding to support people in obtaining and retaining housing, including both financial and non-financial housing assistance. This kind of assistance is an important tool in preventing and addressing homelessness.

Please note that long-term financial housing assistance for people receiving ongoing support services should generally be expensed as part of the supportive housing service category.

### Eligible Expenses

- **Short-term / emergency financial assistance:**
  - This could include assistance with rent arrears (e.g. rent banks), utilities arrears, time limited rental assistance (e.g. rapid rehousing; emergency housing assistance), and emergency repairs to housing units.
  - Financial assistance to set up a housing unit. This includes: first/last months' rent, moving costs, costs for start-up items such as furniture, household products and housewares.
- **Long-term housing assistance:**
  - Housing allowances or rent supplements intended to be ongoing (e.g., lasting for year or more) not provided as part of supportive housing, transitional housing or Residential Services Homes.
- **Non-financial assistance:**
  - Activities could include housing help, eviction supports, legal supports to avert eviction, budgeting assistance, shelter diversion, hoarding assistance, landlord-tenant assistance.

## Emergency Shelter Solutions

Emergency shelter solutions include services and supports that provide immediate relief or protect households / people who are experiencing homelessness. Operating funding under the Emergency Shelter Solutions service category may be used to support the operating costs of providing shelter, services, and basic needs in emergency shelter facilities

Emergency shelters may target specific sub-populations, including women, families, youth or Indigenous persons. These shelters typically have minimal eligibility criteria, may offer shared sleeping facilities and amenities, and may expect clients to leave in the morning. They may offer food, clothing or other services. This would include hotel and motel stays, for example where no emergency shelters exist or in overflow situations.

The ministry recognizes that emergency shelters are an important pillar of support for people experiencing homelessness. However, as Investment Plans are developed, Service Managers are encouraged to consider how investments can best be made to shift from a reliance on emergency shelters towards prevention and long-term housing.

#### Eligible Expenses

- **Services related to the provision of emergency shelter beds** including beds provided in hotels/motels and vouchers for hotels/motels.
- **Necessary basic needs.** E.g., food, clothing, blankets, hygiene items, diapers, and other essentials
- **Services offered within the emergency shelter or by shelter employees.** E.g., housing search assistance; childcare within the shelter; nursing; transportation for shelter residents; outreach to former shelter residents.
- **Costs to reduce the potential for infection and transmission among shelter residents and those who work with them.** E.g., purchase of Personal Protective Equipment.
- **Minor retrofits or upgrades to existing emergency shelters** with a total funding request of less than \$50,000.

## B. Capital

To support Service Managers in maintaining and expanding the supply of supportive housing and in maintaining the availability of emergency shelters where there is a local need, the HPP provides the flexibility for Service Managers to allocate funding towards capital expenses.

Please note that all ongoing operating costs associated with capital projects funded under HPP will be the responsibility of the respective Service Manager, and Service Managers will be expected to articulate how they plan to manage these costs as part of Project Information Forms.

Please refer to [Capital Funding Requirements](#) later in this document for further guidance on approval, reporting and payment processes related to capital.

Eligible capital expenses include the following

## Supportive Housing

- **New Facilities:**

- Acquisition and, where required, rehabilitation of existing buildings to create transitional housing or permanent supportive housing.
- Conversion of existing buildings to create transitional or permanent supportive housing.
- Expansion of an existing transitional housing or permanent supportive housing facility.
- Conventional or modular construction of a new permanent supportive or transitional housing facility or expansion of a current transitional or permanent supportive housing construction project in-progress to increase capacity.

- **Retrofits:**

- Renovation, retrofitting, repair and upgrading of existing transitional housing and permanent supportive housing facilities, for example, to meet building code standards and public health requirements (Note that retrofit / renovation costs below \$50,000 should be considered as an operating expense.)

## Emergency Shelters

- **New Facilities:**

- Costs to assist with the acquisition of buildings that would be converted/upgraded to provide emergency shelter.
- Conversion of an existing property and/or expansion of an existing facility to create additional emergency shelter spaces.
- Conventional or modular construction to increase emergency shelter capacity.

- **Retrofits:**

- Renovation, retrofitting, repair and upgrading of existing emergency shelters to meet building code standards and public health requirements (e.g., building self-contained bedrooms, adding walls/partitions, washrooms)

## C. Administration

Eligible administrative expenditures are those supporting but not directly related to the delivery of HPP programming, including but not limited to:

- **Staff that do not directly deliver services to clients.**
  - Salaries, wages and benefits for administrative staff and back-office functions, such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions.
  - Administrative costs associated with planning, managing and evaluating homelessness supports and services, enumeration (in years the ministry requires Service Managers to complete enumeration).
  - Professional development and staff training.
- **General office expenses:**
  - Utilities, information technology, phone/internet, postage/courier, office supplies, and cleaning.
- **Professional services:**
  - Contracting for services such as bookkeeping, consulting, communications, translation, legal fees, and audit costs.

Ineligible expenses include administration costs not associated with the HPP program delivery and capital costs (outside of eligible expenses related to supportive housing and emergency shelters outlined in other service categories.)

In the 2022-23 fiscal year, Service Managers may use up to 7.5 per cent of their annual HPP allocation for program administration costs. Starting in the 2023-24 fiscal year, this cap will be reduced to 5 per cent of each Service Manager's annual funding allocation, to help ensure more funding is directed towards front line programming.

Service Managers must ensure that program administration funds are used efficiently and only in support of the delivery of HPP services and supports. Service Managers are required to include the amount of HPP funding used for program administration in their Investment Plans and report back on the use of this funding in their quarterly updates and year-end reports. Service Managers must ensure any underspending in administration is recovered by the ministry or reallocated towards eligible HPP operating expenses in the same fiscal year (see Other Program Requirements below.)

Notwithstanding the cap on administrative spending, the ministry may authorize Service Managers to spend above the cap in exceptional circumstances. Prior approval from the ministry must be sought; Service Managers should contact MMAH staff for guidance.

## Outcomes

### Reporting

Generally, all Service Manager reporting must be done through the government's Transfer Payment Ontario (TPON) system, unless otherwise indicated by the ministry. This includes but is not limited to the submission of investment plans, quarterly reporting, project information forms, and project documentation.

There are five reports due for each program year:

Report	Due Date	Details
<b>Investment Plan</b>	April 15 <sup>th</sup> of each year for the next program year	Projected quarterly operating expenditures and capital commitments by Service Category.  Proposed Plan including proposed use of funding by Service Category.
<b>Q1 Report Back</b>	July 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and projected quarterly expenditures and commitments for Q2-Q4 by Service Category.
<b>Q2 Report Back</b>	October 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and Q2 and projected quarterly expenditures and commitments for Q3 and Q4 by Service Category.
<b>Q3 Report Back</b>	January 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1-Q3 and projected quarterly commitments and expenditures for Q4 by Service Category. Attestation that Service Managers intends to fully take-up all funding by fiscal year end.
<b>Year End Report</b>	May 31 <sup>st</sup> of each year for the previous program year	Actual quarterly operating expenditures and capital commitment for previous program year. Municipal homelessness program spending. Performance indicator reporting for previous program year.



## By-Name Lists

A By-Name List is a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers have an operational By-Name List in place to better understand homelessness in their communities, track changes in service needs over time, and effectively coordinate and prioritize service delivery. As part of HPP requirements, Service Managers must maintain their By-Name List in accordance with Ontario requirements and report on key performance measures.

Please note that the ministry intends to release new By-Name List requirements that will build on the current requirements. These new requirements will be expected to be implemented by April 1, 2023. Further details on the new requirements for By-Name Lists will be provided in a separate document to be released in early 2022.

## Performance Indicators

Building on the implementation of By Name Lists as well as the recommendations outlined in [Appendix A](#), a set of performance indicators have been developed to monitor and track progress on the achievement of HPP outcomes, including the ultimate goal of measuring a reduction in homelessness and chronic homelessness.

For each performance indicator, data elements will be reported annually in the year-end report by Service Managers. It includes reporting on unique households assisted, By-Name List data and breakdowns by the provincial priority groups (i.e., Chronic Homelessness, Youth, Indigenous, Transitions from Provincial Institutions) as recommended by the Expert Advisory Panel on Homelessness (2015) and (re)recommended by the Auditor General in December 2021.

By collecting data elements to calculate the following indicators, HPP can monitor progress towards the goals of preventing, addressing and reducing homelessness, including chronic homelessness. The data elements will be collected for the overall population participating in the program and by provincial priority group of participants (i.e., Chronic Homelessness, Youth, Indigenous, Transitions from Provincial Institutions).

Performance indicators for measuring the achievement of the HPP's outcomes include:

- #/% of participant households who were at-risk of homelessness at program entry
- #/% of at-risk participant households assisted to retain housing by provincial priority group by housing type
- #/% of at-risk participant households assisted who retained housing for 12 months or more
- #/% of at-risk participant households who received community outreach and support services

- #/% of participant households who were experiencing homelessness at program entry
- #/% of participant households experiencing homelessness who received assistance to obtain housing by provincial priority group by housing type
- #/% of participant households experiencing homelessness assisted to retain their housing for 12 months or more
- #/% of participant households experiencing homelessness assisted with community outreach and supportive services
- #/% of people on BNL who obtain housing
- #/% of people on BNL participating in HPP
- #/% change in units of supportive housing stock preserved and created
- Emergency shelter usage
- Emergency shelter capacity
- Change in number of individuals on BNL
- #/% of people experiencing homelessness by provincial priority group, including chronic homelessness
- # of people who become homeless (new or return)

Please note that a separate **HPP Performance Indicators Reporting Guide** will be released with details on specific data elements, definitions and instructions.

# Capital Funding Requirements

## New Facilities

### Project Submission Process

Service Managers will solicit proposals and select projects through appropriate procurement processes to recommend to the Ministry for funding approval within their allocations.

Recommended projects shall:

- Be approved by Council and/or Board;
- Be able to sign a Contribution Agreement and registration of mortgage security or an alternate form of security (conversion, conventional, or modular housing projects) **no later than November 30** of each program year;
- For acquisition projects, the executed Agreement of Purchase and Sale must have a **closing date no later than March 1** of each program year;
- Commence construction, acquisition, rehabilitation and/or conversion within 120 days of the date of commitment and be completed within two years of the date of commitment;
- Meet the current Ontario Building Code, public health, and other applicable requirements;
- Reflect the best value for money, for example by using competitive procurement processes where possible, and ensuring that costs per unit are reasonable;
- Include information on how the on-going operating financial requirements for the project will be met; and
- Address local housing/homelessness needs.

In addition, for Supportive Housing New Facilities projects:

- have rents that on average are at or below 80 per cent of the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) for the community or as approved by MMAH for a minimum of 20 years; and
- Provide a clear indication about the types of supports that will be made available directly, or via partnership (via agreement, Memorandum of Understanding, or other arrangement). Support services must be provided for a minimum period of 10 years.

In addition, for Emergency Shelter Solutions New Facilities projects, facilities must operate for their intended use for a minimum of 20 years.

Service Managers are encouraged to give priority consideration to projects that:

- Have contributions by others, including the Service Manager, host municipality, and proponent, to be used in partnership with HPP funding;
- Are sponsored by providers that agree to project affordability periods beyond the minimum 20-year term to ensure the longer-term supply of affordable housing stock;
- Have energy efficiency features that reduce and/or eliminate greenhouse gas emissions; and
- Are fully accessible and/or have units that are accessible to persons with disabilities.

**All projects must be submitted through the TPON system along with additional project background information such as information contained in Council/ Board reports.**

### Contributions by Others

Service Managers and proponents are encouraged to provide contributions in order to increase the financial viability of the project and/or to provide deeper affordability.

Contributions by Service Managers may include: waiving or reducing development charges, planning approvals application fees, building permit fees, and full property tax exemptions as well as contributions of municipal grants, and municipally-owned land.

### Project Approval Process

Project approval will be based on alignment with the approved Investment Plan, consideration of the information submitted to the Ministry and the ability to meet the program's eligibility criteria and timelines

Once approved, a project will receive a Conditional Letter of Commitment from MMAH, which confirms ministry approval and outlines the steps to take prior to signing a Contribution Agreement.

The Contribution Agreement shall describe legal obligations and reporting requirements for the project. All Service Managers are required to enter into Contribution Agreements directly with proponents and shall require the forgivable loan to be secured through a mortgage or alternate form of security.

The deadline to commit funding – i.e., execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for conventional, conversion, or modular housing projects) – will be November 30 of each program year, to allow time for realignment between operating and capital funding, or reallocation of funds if necessary.

The Ministry reserves the right to return a project application for revision and resubmission if it is

not consistent with these Program Guidelines and/or required information is missing.

## Funding

Emergency Shelter Solutions and Supportive Housing New Facilities capital funding must be provided as a secured forgivable capital loan.

Service Managers are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating perspective, and the program expenditures represent a prudent and best value use of public dollars.

## Payment Process

The Ministry will advance funding directly to Service Managers, who will be responsible for making project payments to proponents. Service Managers will advance funds to proponents based on the completion of milestones and compliance with the program requirements.

Funding for acquisition, rehabilitation and/or modular housing will be advanced to Service Managers based on the following instalments:

1. Up to 90 per cent following signing of the Contribution Agreement; and
  - a. submission of Agreement of Purchase and Sale for acquisition projects (funding will be advanced within 15 business days of the closing date); or,
  - b. registration of mortgage security or an alternate form of security that is acceptable to the ministry.
2. Remaining funding upon confirmation of completion and submission of required documentation including registered security.

Up to 100 per cent of the funding may be provided, if required, to finance the purchase. If the capital funding provided under the HPP is insufficient to cover the cost of the acquisition of the building and/or any rehabilitation work required, the Service Manager must demonstrate the additional funding sources being accessed to complete the project.

Funding for conventional and other projects will be based on the following instalments:

1. 50 per cent at signing of the Contribution Agreement and submission of mortgage security registration or alternate form of security that is acceptable to the Ministry;
2. 40 per cent at confirmation of 50 per cent construction completion; and
3. Remaining upon confirmation of completion and submission of required documentation.

All final payments are required to be made within two years of signing the Contribution

Agreement. Service Managers are required to ensure that all projects are completed and request the final payment prior to this deadline.

### Project Reporting

Service Managers must complete a Project Information Form (PIF) through the TPON System supplemented by regular milestone updates in TPON, along with detailed construction / acquisition / rehabilitation progress reports to ministry contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

Any delays to the construction start or completion timelines for New Facilities projects must be communicated to the ministry as early as possible. Extensions to the construction start and completion timelines are subject to ministry approval.

Service Managers must also ensure that the following documentation is submitted in the TPON System:

- For acquisition projects, registration of mortgage security or an alternate form of security once acquisition is complete;
- Confirmation of Construction Start (for conventional and other projects);
- Confirmation of 50 per cent construction completion (for conventional and conversion projects);
- Confirmation of Project Completion/Initial Occupancy Report (for all projects); and
- An Audited Financial Statement for the project within six months following project completion/initial occupancy date, or such additional time acceptable to MMAH.
- Annual Occupancy Reports for the affordability period.

PIFs will require Service Managers to report on the following information for performance indicators:

- Number of new facilities/housing (and number of units) created (i.e. acquisition, conversions, modular units) by type of housing; and
- The population targeted for the housing project.

Service Managers must confirm that capital projects funded under the HPP meet the affordability requirements and/or continue to be used for their intended purpose.

During the minimum 20 year intended use period for Emergency Shelter Solutions New Facilities projects, proponents may not, without the Ministry's consent, dispose of assets developed/acquired with Funds under these Program Guidelines. However, new facilities

developed/acquired by the Service Manager may be sold prior to the expiry of the minimum 20-year intended-use period, so long as the Service Manager is of the view that the facility is no longer needed for its intended use, and ensures that all proceeds are reinvested into the housing and homelessness sector.

### Affordability Criteria and Rents

Approved Supportive Housing New Facilities projects must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80 per cent of CMHC AMR at the time of occupancy. If the Service Manager wishes to provide greater affordability to tenants, then rent supplements may also be utilized.

Average rent is calculated using actual rents paid by tenants, and any rent supplements provided by the Service Manager. If rent supplements are used in HPP units to provide deeper affordability for tenants, the Service Manager shall ensure that total rent received by a proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100 per cent of CMHC AMR. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

While individual unit rents may be set above or below the 80 per cent threshold, in no instance shall an HPP-funded unit have a rent that is greater than the CMHC AMR for the relevant bedroom type for the area.

If CMHC AMRs are not available for certain communities, or in instances where in the opinion of Service Managers the CMHC AMRs do not reflect the actual AMRs in the local market area, Service Managers may request an alternate AMR by submitting a business case including a local market rent survey for the Ministry's consideration.

Projects may include both HPP units and market units; however, only units with rents that meet affordability requirements will receive HPP funding.

Rent increases under this program must be in accordance with the *Residential Tenancies Act, 2006* (RTA) rent increase guideline. The Transfer Payment Agreement provides that rent increases follow the RTA rent increase guidelines (irrespective of whether they apply) and that average rent for a Supportive Housing New Facilities Project must still remain at or below 80 per cent of CMHC AMR.

## **Retrofits**

### **Project Submission and Approval Process**

The Service Manager is responsible for selecting all eligible projects, monitoring progress, completion of projects, quality of work, and for advancing funds.

Once an eligible project has been approved by the Service Manager, a completed Project Information Form along with an executed loan agreement and promissory note securing the funding must be entered and submitted in the TPON System for ministry review and approval to commit the funding.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with the Program Guidelines or if information is missing or incomplete.

### **Funding**

Emergency Shelter Solutions and Supportive Housing Retrofit funding must be provided as a secured forgivable capital loan based on the cost of the work items approved by the Service Manager. Loans are to be secured by a mortgage registered on title upon project completion.

### **Payment Process**

Funding will be advanced to Service Managers and based on the following instalments:

1. 50 per cent when a completed Project Information Form along with an executed loan agreement between the Service Manager and proponent, and signed promissory note are submitted and approved by MMAH in TPON;
2. 40 per cent at confirmation of 50 per cent project completion; and
3. 10 per cent at confirmation of final project completion and mortgage registered on title.

MMAH may consider a higher upfront payment based on local need with supporting documentation.

Service Managers must ensure project status is updated and documents are posted in TPON on an on-going basis. Retrofit activities must start within 120 days of the date of the funding agreement.

Service Managers are responsible for project selection and approval, monitoring progress and completion of projects, quality of work, and for the advancement of funds. Retrofit activities must be completed in two years of the date of loan agreement.

Any delays to the repair start or completion timelines for Retrofit projects must be communicated



to the ministry as early as possible. Extensions to the repair start and completion timelines are subject to ministry approval.

### Project Reporting

Service Managers must regularly update progress on project activities and payments to proponents through the TPON system. Confirmation of construction start and completion for each project must be submitted in TPON.

PIFs will require Service Managers to report on the following information for performance indicators:

- Number of units retrofitted/repaired.
- Vulnerable population group(s) targeted for the housing project.

Service Managers must confirm that Retrofit projects funded meet the affordability requirements (i.e., with rents at or below AMR for the bedroom type for the local area) and/or continue to be used for their intended purpose, for a minimum period of 10 years following completion.

## Other Program Requirements

### Reallocation

Service Managers must make best efforts to ensure that planned operating and capital expenditures are accurate. If changes in operating and capital funding are required, Service Managers must submit a business case to the ministry for approval. Please note that **requests to realign operating and capital funding made after November 30<sup>th</sup> of the respective fiscal year may not be approved.**

The Ministry, at its sole discretion, reserves the right to re-allocate funds to another Service Manager in instances where a Service Manager may not be able to fully utilize their annual HPP allocation within a fiscal year.

After the end of Quarter 3 of each fiscal year (December 31<sup>st</sup>), the Ministry will review Service Manager progress in their spending against their annual allocation to determine if there will likely be unspent program funds in a Service Manager area. If it is determined that under-spending is likely to occur, funds may be reallocated to another Service Manager area before the end of the fiscal year.

### Year-End Reconciliation

Service Managers are required to fully spend their annual operating funding and commit capital funding in the fiscal year that the funds are allocated.

With the ministry's approval, where an approved eligible capital project is cancelled or reduced after the end of the fiscal year (March 31<sup>st</sup>) in the year approved, the affected funding will be considered to remain approved provided that the Service Manager recommits the affected ministry funding to previously approved eligible project(s) eligible under the same capital service category and within the same fiscal year in which the cancellation or reduction occurred within the original approved allocation.

The recommitment period is limited to one subsequent fiscal year (i.e. the subsequent March 31<sup>st</sup>) following the year of initial commitment. Any subsequent savings identified through cancelled or reduced projects must be returned (recovered) to the Ministry upon demand and generally cannot be carried over into the next fiscal year.

Service Managers are required to submit a year-end financial report to the Ministry by May 31 of each year outlining actual expenditures for the prior fiscal year (April 1 to March 31). Identified savings will remain unspent (recoveries) and may be required to be returned (recovered) to the Ministry upon demand and cannot be carried over into the next fiscal year.

All recoveries will be completed through the Transfer Payment Ontario (TPON) system. Service Managers will be notified by the Ministry prior to any recoveries made with information regarding the recovery and next steps.

## **Return of Funding**

Operating funds allocated in a fiscal year are required to be fully spent by March 31. Operating expenditures are considered spent if funds have been paid by March 31 and, if not paid, owed to (others) as of March 31 by the Service Manager.

If funds are not fully spent by Service Managers or are not used for an eligible expense under these Program Guidelines, funds shall be returned to MMAH on demand.

All remedies under these Program Guidelines shall survive any termination or expiry of the Program.

## **Audit Requirements and Reviews**

Service Managers shall support the ministry in exercising its rights to audit and inspect Service Managers to ensure program funding is used in compliance with these Program Guidelines as is set out in the HPP Transfer Payment Agreements.

## **Risk Assessment**

The ministry is committed to ensuring risk management planning is incorporated into policies, operations and program delivery. Service Managers are encouraged to assess their risk and capacity to deliver the HPP on an annual basis. The ministry will make available a Risk and Capacity Assessment template to assist service managers in this work.

## **Indemnification and Repayment**

There are obligations for all HPP parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment Agreement.

## **Compliance with Statutes: Attestation and Tax Compliance Verification**

Service Managers are required to have good standing with tax laws and attest to being in good standing with labour and environment laws. Valid compliance information is required to be submitted within the organization's profile in TPON by April 1, 2022:

- Compliance with tax laws – tax compliance verification completed on the [Tax Compliance Verification Portal](#).
- Compliance with labour and environment laws – an attestation. An attestation form is available to be completed within the organization's profile in TPON.

## **French Language Services Act Compliance**

Service Managers who are located in or servicing an area that is designated under the French Language Services Act (FLSA) are required to:

- Ensure services are provided in French; and,
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with HFG are available in French.

Services being provided to the public directly by Service Managers, or through the office of a sub-contractor (such as a local non-profit agency), are required to comply with the FLSA.

To demonstrate compliance, Service Managers are required to complete and submit a French Language Services Report to the ministry annually confirming that the requisite French language services are being provided.

## Glossary

Term	Explanation
At risk of homelessness	Refers to households who are not homeless, but whose current economic and/or housing situation is precarious and/or does not meet public health, or safety standards.
Average Market Rent (AMR)	AMRs refer to the average rent by bedroom type for each community published yearly by the Canada Mortgage and Housing Corporation (CMHC) in the Rental Market Report.
By-Name List	Real-time list of people experiencing homelessness in the Service Manager area who consent to be on the list to be connected to supports and services they need.
Chronic Homelessness	Refers to people, often with disabling conditions (e.g., chronic physical or mental illness, substance abuse problems), who are currently homeless and have been homeless for six months or more in the past year (i.e., have spent more than 180 cumulative nights in a shelter or place not fit for human habitation). These are individuals who move in and out of homelessness.
Deep Core Housing Need (DCHN)	A household is said to be in DCHN if its housing falls below at least one of the adequacy, affordability or suitability, standards and it would have to spend 50 per cent or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).
Emergency Shelter	<p>A facility designed to meet the immediate needs of people who are homeless.</p> <p>Emergency shelters may target specific sub-populations, including women, families, youth or Indigenous persons. These shelters typically have minimal eligibility criteria, may offer shared sleeping facilities and amenities, and may expect clients to leave in the morning. They may offer food, clothing or other services.</p> <p>This would include hotel and motel stays, where no emergency shelters exist or in overflow situations.</p>
Fiscal Year	Provincial fiscal year that spans from April 1 <sup>st</sup> of one calendar year to March 31 <sup>st</sup> of the following calendar year.

Homelessness	The situation of an individual or family without stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it.
Household	A household may consist of a family group, a couple, or of a person living alone.
Indigenous	Persons who identify as First Nation, Métis or Inuit
LIM-BT (Low Income Measure 50 per cent before tax)	Low-income measure before tax (LIM-BT) is a fixed percentage (50%) of median adjusted total income of households observed at the person level, where 'adjusted' indicates that a household's needs are taken into account. Adjustment for household sizes reflects the fact that a household's needs increase as the number of members increase, although not necessarily by the same proportion per additional member.
Long-Term Housing	Housing that is provided to clients for a longer period of time, beyond one year. Includes: market rental, co-op housing, subsidized housing, group homes, housing formerly known as domiciliary hostels, supportive housing, ownership housing, etc.
Permanent Housing	Term used interchangeably in this document with long-term housing, above.
Provisionally Accommodated	Refers to those who are homeless and whose accommodation is temporary or lacks security of tenure.  Provisional accommodations may include: staying with friends/acquaintances, correctional institutions, hospitals, residential treatment, etc.  This does not include emergency shelters, group homes, retirement homes, long-term care homes, and crown ward facilities.
Retrofit	Renovation, retrofitting, repair and upgrading of existing capital to meet building code standards and public health requirements
Transitional Housing	Supportive, yet temporary, type of accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, support, life skills, education, etc.
Supportive Housing	Housing that combines long-term housing assistance (e.g., rent supplements, housing allowances) with individualized, flexible, and ongoing support services (e.g., counselling, life skills training, activities of daily living, behaviour supports) to enable people to live as independently as possible in their community.

<b>Youth</b>	Persons aged between 16 and 25 years old.
<b>Youth Homelessness</b>	Youth homelessness refers to the situation and experience of young people under the age of 25 who are living independently of parents and/or caregivers, but do not have the means or ability to acquire a stable, safe or consistent residence.

## MMAH Staff Contacts

Questions regarding the HPP may be directed to your respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Region & Contact	Contact Information
<b>Toronto:</b> Melissa Grieco <ul style="list-style-type: none"> <li>Serving the City of Toronto</li> </ul>	<a href="mailto:Melissa.Grieco@ontario.ca">Melissa.Grieco@ontario.ca</a>
<b>MSO Central:</b> Ian Russell <ul style="list-style-type: none"> <li>Serving Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York</li> </ul>	<a href="mailto:Ian.Russell@ontario.ca">Ian.Russell@ontario.ca</a>
<b>MSO Eastern:</b> Mila Kolokolnikova <ul style="list-style-type: none"> <li>Serving Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew</li> </ul>	<a href="mailto:Mila.Kolokolnikova@ontario.ca">Mila.Kolokolnikova@ontario.ca</a>
<b>MSO Western:</b> Cynthia Cabral <ul style="list-style-type: none"> <li>Serving Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor</li> </ul>	<a href="mailto:Cynthia.cabral@ontario.ca">Cynthia.cabral@ontario.ca</a>
<b>MSO Northeastern:</b> Cindy Couillard <ul style="list-style-type: none"> <li>Serving Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming</li> </ul>	<a href="mailto:Cindy.Couillard@ontario.ca">Cindy.Couillard@ontario.ca</a>
<b>MSO Northwestern:</b> Jessica Vail <ul style="list-style-type: none"> <li>Serving Kenora, Rainy River, and Thunder Bay</li> </ul>	<a href="mailto:Jessica.Vail@ontario.ca">Jessica.Vail@ontario.ca</a>

## Appendix A: MMAH Initiatives Informing HPP

In recent years, the province has moved forward with several strategic activities and initiatives to address the challenges of housing and homelessness. The consolidation of the ministry's Community Homelessness Prevention Initiative (CHPI), Home For Good (HFG) and Strong Communities Rent Supplement Program (SCRSP) into the larger HPP is informed by these activities and strategies, which include:

### Multi-Ministry Supportive Housing Initiative (MMSHI)

MMSHI is a cross ministry joint initiative between three ministries – MMAH, the Ministry of Health (MOH), and the Ministry of Children, Community and Social Services (MCCSS) – which together have 17 supportive housing programs (as of January 2022) assisting people with a wide range of needs.

In 2019, the province committed to reviewing Ontario's supportive housing system to help identify opportunities to streamline and improve coordination so that people can get the help they need. The review focused on two overarching objectives:

- **Improving services for people** (i.e., people with diverse needs have access to the right housing and supports, enabling them to maintain their housing and live as independently as possible).
- **System efficiency** (i.e., system design ensures that funding is spent where it has the greatest impact on people in the most efficient way).

In late 2020 through early 2021, MMAH, MCCSS, and MOH undertook a virtual engagement to seek input and feedback from key stakeholders, partners and Service Managers on how the government could improve the supportive housing system. Some of the feedback received included that the government consider:

- Reducing administrative and reporting burdens within and across programs.
- Providing greater flexibility within supportive housing programs to address both capital and operating funding needs.
- Additional funding to support the long-term sustainability of projects and increased capacity where needed to support individuals who need high intensity supports as well as linguistically and culturally appropriate service delivery models.

### Community Homelessness Prevention Initiative / Home For Good Program Review

MMAH's CHPI and HFG programs were determined in scope for the supportive housing program



review above. MMAH engaged with Service Managers to assess program relevance, delivery, design and efficiency. Key issues identified included:

1. Fragmented funding and significant administrative burden, as well as insufficient operational funding for supportive housing.
2. Limited outcomes tracking and accountability measures needed to address chronic homelessness.
3. Inequitable distribution of funding due to program allocations that are based largely on historical spending and do not adequately reflect updated measures of community need.

The review noted that a redesigned program could incorporate the flexibility of CHPI and the longer-term supports and capital projects available under HFG, create greater efficiency by reducing administration and reporting complexity, and allow more Service Manager areas to create additional supply by incorporating a capital component.

## **Strong Communities Rent Supplement Program (SCRSP) Review**

The recommendation to include SCRSP in the consolidated HPP program was informed by the findings from the Ministry's SCRSP program review. In late-2020, the Ministry launched a review of SCRSP to discuss several elements of the program design, program delivery experience and post-2023 planning as the program was set to expire on March 31, 2023.

Feedback from this consultation indicated widespread agreement that SCRSP is very important and an integral part of the affordable housing system and that significant concerns existed regarding the end of provincial funding. Service Managers have been clear regarding the need for funding certainty beyond March 2023.

Based on the findings of the SCRSP program review, the ministry decided to continue provincial funding through a consolidated HPP. Funding will be sustained so that Service Managers can continue supporting vulnerable households who may otherwise be at risk of homelessness while also providing greater flexibility to minimize underspending. The annual funding associated with SCRSP could be used by Service Managers to support existing recipients with any leftover funding moved across program components under HPP.

## **By-Name Lists**

In March 2021, the provincial government directed all Service Managers to implement a By-Name List. A By-Name List is a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers now have an operational By-Name List in place to better understand homelessness in their communities, track changes in service needs over time, and effectively coordinate and prioritize service delivery.

# **Appendix B: Guide to the Residential Services Homes Standards Framework**

(Formerly "Housing with Related Supports")

## **Introduction**

Under the previous Community Homelessness Prevention Initiative (CHPI), SMs had the flexibility to use funding for services and activities in any of the following four services categories:

1. Emergency Shelter Solutions
2. Housing with Related Supports
3. Other Services and Supports
4. Homelessness Prevention

The Housing with Related Supports category included a Standards Framework that applied to certain types of housing with supports. The Standards Framework required that SMs develop local standards under eight provincial categories and that SMs implement a monthly allowance for tenants. This requirement continues under the Homelessness Prevention Program (HPP) for Residential Services Homes under the Supportive Housing service category.

SMs that elect to use HPP funds for housing that is covered by the Standards Framework must meet the requirements under the Standards Framework including developing local standards.

The purpose of this guide is to provide details on Residential Services Homes and to assist SMs with implementation of the Standards Framework at the local level.

## **Purpose of the Standards Framework**

The purpose of the Standards Framework is two-fold:

1. to provide protection for vulnerable tenants who reside in long-term housing where tenants are dependent on the on-site daily supports and services delivered by the housing provider; and
2. to provide continued flexibility for SMs in the delivery of community-based housing solutions that address homelessness and those at risk of experiencing homelessness.

## When Does the Standards Framework Apply?

The Standards Framework applies to Residential Services Homes funded under the HPP. This includes housing that was previously funded under the former Domiciliary Hostel Program.

The Standards Framework also applies when HPP funding is used for other long-term housing with supports that meets the following description:

- HPP funding provided to a housing provider to deliver both long-term housing and on-site daily supports and services to its tenants.
  - Examples of on-site daily supports and services may include providing tenants with meals, laundry and cleaning services, assistance with personal care and medication
  - Other support services may also be provided

## When Does the Standards Framework Not Apply?

The Standards Framework does not apply when HPP funding is used for services and supports that fall do not meet the above description including the following examples:

- housing allowances or rent supplements
- programs or initiatives that provide rent supplements or housing allowances for clients with separate support services (e.g. case management or housing advocacy services provided by a community or housing agency)
- support services only (e.g. funding to community agencies or housing providers to provide support services only, such as case management, advocacy, drop-in support programs, food programs etc.)
- transitional housing beds or programs.

## Monthly Allowance for Personal Use

Under the Standards Framework, there is a requirement that tenants living in housing with supports where the Standards Framework applies have a minimum amount of money for personal use. This amount is referred to as a monthly allowance. There is a provincial category requiring that SMs establish standards for the management of the monthly allowance (see Schedule A).

The amount of the monthly allowance must be no less than the amount for personal needs set out in paragraph 1 of section 32(1) of Ontario Regulation 222/98 (General) under the *Ontario Disability Support Program Act, 1997* (see <https://www.ontario.ca/laws/regulation/980222#BK35> for more information.)

If during the year, the amount for personal needs changes under the regulation, there must be a corresponding change made to the tenant's monthly allowance effective April 1 of the following

fiscal year.

The tenant must either receive or retain no less than the minimum monthly amount of money for personal use. The allowance must be in the form of a monetary amount (not in-kind).

The ministry encourages SMs to set out the requirement for a monthly allowance in their agreement with the housing provider.

## **Developing Local Standards**

SMs that fund housing where the Standards Framework applies, as described above, must develop local standards for the delivery of that housing

The Standards Framework includes eight broad provincial categories for which local standards are required. These eight provincial categories are described in Schedule A to this Guide.

In addition, the ministry requests that SMs consider certain health and safety recommendations when developing their local standards under these eight provincial categories. These recommendations are set out in paragraphs one to nine of the Verdict of Coroner's Jury from the inquest into the death of Aron James Firman.

SMs may choose to develop additional standards that go beyond the eight provincial categories set out in the Standards Framework. SMs may also apply their local standards to other types of residential services homes, beyond what is being required by the ministry.

## **Approval of Local Standards**

SMs must have their local standards approved by Council or by a delegated SM authority.

## **Implementation of Local Standards**

### **Accountability**

SMs are accountable to the province for developing local standards under the eight provincial categories and reporting to the province on these standards.

### **Submission of Local Standards to the Ministry**

SMs are required to submit a copy of their approved local standards to the ministry prior to using HPP funding for housing covered by the framework. The ministry will review the approved local standards, and if necessary, work with the SM to ensure local standards meet the requirements under the Standards Framework.

Local standards may be submitted to the ministry with the Investment Plan, through HPP quarterly reporting, or at any time during the fiscal year.

If through their Investment Plan an SM indicates they plan to use HPP funding under the Residential Services Homes service category, the SM must also submit their approved local standards with the Investment Plan.

If an SM decides to fund housing covered under the framework through the Residential Services Homes service category at a later date (after submitting their Investment Plan), they must notify the ministry – either in a HPP report or through written correspondence – that they plan to do so and are required to submit their approved local standards to the ministry at that time.

SMs are required to have their local standards in place prior to using HPP funding for housing covered by the Framework.

## Reporting

SMs using HPP funding for housing covered by the Standards Framework will be required to report on such housing in their HPP year-end reports, which are due to the ministry by May 31 of each year.

HPP Year-End Report sets out reporting required from the SM on Residential Services Homes including:

- The names and addresses of the housing providers that received HPP funding and are covered by the Standards Framework.
- For each of the housing providers covered by the Standards Framework:
  - number of spaces/beds that are receiving/received HPP funding
  - average length of stay
  - type of client/tenant group
  - amount of monthly allowance provided to tenants.

## Moving Forward with Residential Services Homes

As SMs move forward in developing and implementing Residential Services Homes under the HPP Program Guidelines, the ministry encourages consideration of best practices in this area.

Research identifies that best practice approaches to housing with supports include fostering a level of independence and social inclusion for all vulnerable adults. Research has demonstrated the importance of tailoring supports for each tenant according to their individual needs.<sup>2</sup> Housing stability is more likely to occur when individuals are supported with appropriate levels of assistance in daily living and are provided access to other relevant rehabilitation, treatment and support services in the community.<sup>3</sup>

Historically, some Residential Services Homes programs have been developed based on a custodial model of care. Custodial housing can be described as a service model that provides the same services to all tenants in the same manner, regardless of the level of ability and/or independence of the individual. A fixed range of services may mean, for example, that tenants may be prevented from cooking and cleaning for themselves, which can in some cases result in tenants receiving services that they do not need. This type of housing with supports is focused on care and dependency rather than recovery and independence for clients.

SMs are encouraged to design Residential Services Homes programs and services that move away from custodial models, to approaches that are recovery-oriented and provide access to supports and services that foster independence and social inclusion.

### Schedule A - Provincial Categories

The Standards Framework sets out eight broad provincial categories for which local standards are required:

1. **Eligibility:** SMs must establish standards that define the tenant eligibility criteria and the intake process.
2. **Staffing:** SMs must establish standards for the minimum qualifications of staff and volunteers, staff/volunteer levels, staff/volunteer conduct and staff/volunteer training.

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<sup>2</sup> See Community Support and Research Unit. (2012) From this point forward: Ending custodial housing for people with mental illness in Canada. Toronto, Ontario, Canada: Centre for Addiction and Mental Health.

<sup>3</sup> See Turning the Key. Assessing Housing and Related Supports for Persons Living with Mental Health Problems and Illness (2013) Canadian Mental Health Commission.

3. **Insurance and Monitoring:** SMs must establish standards for insurance coverage and standards for regular monitoring of the housing provider to ensure compliance with local standards.
4. **Conflict Resolution, Complaints Processes and Reporting:** SMs must establish standards for conflict resolution and complaint processes, and for the reporting of serious incidents.
5. **Rights and Responsibilities:** SMs must establish standards for tenant and landlord rights and responsibilities, including tenancy agreements, tenant confidentiality and privacy, and management of tenant files and other documentation.
6. **Physical Safety, Health and Well-being of Tenants:** SMs must establish standards for tenants' physical health, safety and well-being, including medication storage and/or management.
7. **Provision of, or Access to, Activities and Support Services:** SMs must establish standards for the provision of, or access to, activities and support services for tenants (both within the housing and the community).
8. **Monthly Allowance for Personal Use:** SMs must establish standards for the management of the monthly allowance for personal use for tenants.