

**REPORT TO HOSPITALS AND HOUSING COMMITTEE  
MEETING OF WEDNESDAY, FEBRUARY 07, 2024**

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**SUBJECT     Reaching Home Program Agreement**

**ISSUE SUMMARY**

The Capital Regional District (CRD) and the Government of Canada need to negotiate and execute an amending agreement to allow the CRD to continue to act as Community Entity (CE), responsible for administering the Reaching Home Program (RHP): Canada's Homelessness Strategy.

**BACKGROUND**

The CRD is administering \$11.6 million (M) in Designated Communities funding between 2019 and 2024 on behalf of the Government of Canada through the Reaching Home Program (RHP).

The RHP is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural, and remote communities to help them address their local homelessness needs. The RHP aligns with the goals of the National Housing Strategy (NHS) to support the most vulnerable Canadians in maintaining safe, stable, and affordable housing and to reduce chronic homelessness nationally by 50% by 2028.

Local priorities are set out in the 'Community Plan to End Homelessness', which is approved by a Community Advisory Board (CAB). Appendix A, attached, contains a summary overview of the range of sub-projects currently supported through the RHP. The CAB supports the CRD, as CE, in implementing the RHP by undertaking a range of activities in critical community-based program delivery. Appendix B, attached, is the CAB Terms of Reference.

On November 28, 2023, the Government of Canada notified the CRD of its intention to extend the RHP Contribution Agreement (which was to end on March 31, 2024) for a further two years for an additional amount of \$6.1M. Following consultation with the CAB, the CRD has launched a Request for Proposals (RFP) process to identify projects for funding starting April 1, 2024. The draft agreement amendment is attached as Appendix C.

**ALTERNATIVES**

*Alternative 1*

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Capital Regional District staff be authorized to negotiate, execute agreements with the Government of Canada and receive funds through the Reaching Home Program and do all things incidental to finalize such agreements and deliver the program.

*Alternative 2*

That this report be referred to staff for additional information based on Hospital and Housing Committee direction.

## **IMPLICATIONS**

### *Social Implications*

The Reaching Home Program directly supports vulnerable Canadians and will directly contribute towards advancing this priority through the work of sub-projects in community. Though the CRD as CE, does not directly provide social and/or clinical services in support of vulnerable populations, the funding is allocated to several community projects that do. Projects are identified through RFPs with priorities guided by the 'Community Plan to End Homelessness' and specific recommendations from the CAB. Upon receipt of applications for funding, CE staff screen applications for eligibility and then distribute to CAB members for evaluation and scoring which results in a list of project recommendations. This process is to help ensure alignment between the needs of individuals experiencing or are at imminent risk of homelessness as outlined in the Community Plan to End Homelessness and the requirements of the RHP.

### *Legal Implications*

In additional to the general terms of the RHP Contribution Agreement related to administrative and program delivery obligations, there are three distinct projects that are also requirements of the agreement amendment:

#### Coordinated Access and Assessment (CAA)

Section 8.1 of Appendix C outlines, that in partnership with the Indigenous Homelessness Community Entity, the CRD will be required to have a Coordinated Access system in place by March 31, 2026. The minimum requirements, as prescribed by Canada, include expectations related to governance, access points, triage, vacancy matching and referrals.

#### Homeless Individuals and Families Information System (HIFIS)

To support the successful implementation of CAA, Section 8.2 of Appendix C stipulates that communities must implement HIFIS to achieve the minimum requirements for Coordinated Access.

#### Point-in-Time Count and Enumeration

To further data collection activities, Canada is requiring a Point-in-Time Count be completed every three years, starting in the fall of 2024. This activity will include both an enumeration and survey of people experiencing homelessness in the community to standards set out by Canada. Additionally, future enumerations shall be conducted annually, in a similar time period beginning in 2025 as outlined in Section 8.5 Appendix C.

### *Financial Implications*

Consistent with projections in the 2024-2028 CRD Provisional Financial Plan, Table 1 shows the total RHP funds expected from the Government of Canada for the next two years. Note that the Government of Canada's fiscal year cycle is April 1 – March 31.

**Table 1: Designated Communities (DC) Funding by Year**

<b>Designated Communities</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>Total</b>
Funding for Initiatives	\$2,594,879	\$2,594,879	\$5,189,758
Administration	\$ 457,919	\$ 457,919	\$ 915,838
<b>Sub-Total</b>	<b>\$3,052,798</b>	<b>\$3,052,798</b>	<b>\$6,105,596</b>

The RHP responsibility over program oversight includes financial administration, reporting and record keeping as well as oversight of eligible expenditures. Quarterly, the CE submits claims to the Government of Canada based on actuals spent and annual is subject to financial review conducted by the Government of Canada and is subject to an annual audit of the program's activities conducted by a third party. These conditions remain unchanged in the amending agreement.

#### *Service Delivery Implications*

All costs associated with the delivery of the RHP are recovered through the administrative allocation as permitted by the program. Therefore, there is no additional cost associated with program delivery.

#### *Intergovernmental Implications*

Entering into these agreements will sustain a partnership that has proven effective in addressing the Government of Canada and CRD's mutual interests in working to better address the challenge of homelessness in Canada. The delivery of the program through a community-based approach also positions the CRD in an influential role in working with the provincial government and its agencies to address homelessness.

### **CONCLUSION**

The CRD can sustain its partnership with the Government of Canada to address issues related to homelessness by continuing to act as the CE for the RHP. To better position itself to execute the agreements in a short time frame, staff recommend the CRD Board delegate the finalization and execution of the agreements to CRD staff. In total, this will represent an additional \$6.1M for RHP funds into the community with all costs for delivering these funds to eligible community-based projects being covered through the administrative allocation as permitted by the program.

### **RECOMMENDATION**

#### *Alternative 1*

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Capital Regional District staff be authorized to negotiate, execute agreements with the Government of Canada and receive funds through the Reaching Home Program and do all things incidental to finalize such agreements and deliver the program.

Submitted by:	Don Elliott, MUP, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Nelson Chan, MBA, FCPA, FCMA, Chief Financial Officer
Concurrence:	Ted Robbins, B. Sc., C. Tech., Chief Administrative Officer

### **ATTACHMENTS**

Appendix A: Reaching Home Program Sub-Projects 2023-24  
Appendix B: Reaching Home Program Community Advisory Board Terms of Reference  
Appendix C: Draft Reaching Home Program Amendment Agreement 2024-2026

DESIGNATED SUB-PROJECTS 2023-24				
Organization	Sub-Project Title	File Number	Total Funding Allocation 2023-24	Project Description
Victoria Cool Aid Society	Positive Flow Client Service Worker	D2021-01	\$103,811	The Victoria Cool Aid Society is being funded from April 1, 2021 - March 31, 2024 for a Client Service Worker to support clients who are ready to move from supportive housing into more independent, affordable rental housing in the CRD. The Client Support Worker will provide supports to people as they move into more independent affordable housing. This will free up supportive housing for people experiencing homelessness in the community.
CRD	Community Planner	D2021-02	\$137,887	Tasked with developing the local Coordinated Assessment and Access system and use of the Homelessness Individuals and Families Information System in Greater Victoria, the CRD Community Planner will be key in the CRD meeting the requirements of the Community Entity in the Reaching Home Program.
Beacon Community Association	Homelessness Prevention Fund (HPF)	D2022-1	\$210,429	The HPF is a partnership between eight organizations working together to provide emergency assistance to individuals and families who are in financial crisis and at imminent risk of losing their housing through provision of non-repayable subsidies to cover rent or utilities.
Victoria Cool Aid Society	Indigenous Tenant & Cultural Supports	D2022-02	\$150,880	The Victoria Cool Aid Society is providing housing and cultural supports to Indigenous people who are homeless or at risk of homelessness. The program funds an Indigenous Client Services worker and Elders, along with a rich variety of cultural activities, life skills education and support, contact with Elders, and supports to connect with clinical services.

Pacifica Housing	Streets to Homes	D2022-03	\$347,801	This project funds housing outreach workers who are working with clients with a history of chronic or episodic homelessness to locate market housing, support them in their housing, and re-house them if necessary. BC Housing provides rent supplements for these clients to make the rent more affordable. The Streets to Homes project is a collaborative community initiative designed to address homelessness in the community. It has a large network of housing resources and landlords, and provides supports by community referrals. This project is connected to other housing providers in the community and coordinates referrals to their program through shelters and drop in centers, along with many other portals.
Peers Victoria Resources	Housing Outreach and Support	D2022-04	\$242,450	Peers provides housing and case management services to people who may be from the sex industry who are chronically or episodically homeless. Housing outreach and support workers are providing assistance in locating rental housing, help with moving and storage, administration of rent supplements, support to secure income assistance and to apply for housing, and services that help with life skills and financial assistance through connections with provincial ministries. The housing support workers liaises with shelter and other housing support providers in the region to co-serve clients looking for housing and to share related costs. Peers provides an innovative complement to the existing housing and shelter supports with a unique target population of current and former sex workers. Their service model is harm reduction oriented and based on peer leadership.
Threshold Housing Society	Youth Homelessness Prevention & Housing Stabilization	D2022-05	\$333,700	Threshold Housing is funded to provide support services for a wrap-around youth transitional housing program. Activities target at-risk youth ages 16-24. As youth become more stable, they graduate to more independent living situations. Threshold helps at risk youth build self-reliance by providing transitional housing, life skills supports, referrals to outside agencies, preparation for tenancy, financial literacy, cooking classes, social activities, pre-employment support, housing loss prevention, and school completion as required.
Burnside Gorge Community Association	Supporting Families Transitioning to Permanency	D2022-06	\$136,871	Housing Outreach Workers will assist 35 families annually that are homeless, chronically homeless, or living in precarious housing transition into stable, long-term housing. Qualified families will be able to access up to \$3,000 to cover costs associated with transitioning to permanent housing, including first months' rent, damage deposit, utility and service connections, furniture and basic needs supplies. Additional support will be offered by Housing Outreach Workers liaising with landlords and acquiring income assistance or other financial resources.
John Howard Society - Victoria	Housing Access Team (HAT)	D2022-07	\$570,380	A collaborative, community-based program that will focus on moving individuals through the housing continuum and into suitable, permanent housing. Staff will work one on one with each client, removing as many barriers to housing as possible. Needs assessments will be completed, and discussions with community partners to support housing placements.

Pacifica Housing	Community Connections	D2022-08	\$106,707	The Community Connections Program is a client-centred homeless prevention program that funds a Tenant Support Worker to proactively identify and provide immediate support services for vulnerable tenants struggling with independent-living within Pacifica's portfolio of 25 subsidized and rent-gearred-to-income (RGI) buildings. Tenants supported through Community Connections include those with a history of chronic and episodic homelessness, mental health and substance misuse concerns, and those who had previously participated in other housing programs such as Supportive Housing, shelters, or precarious living situations as they moved through the local Coordinated Assessment and Access (CAA) homelessness response system.
Community Social Planning Council	2023 PiT Count	D2022-09	\$45,774	The Community Social Planning Council of Greater Victoria will be coordinating and reporting results for the 2023 Point-in-Time Count. Activities include working closely with the Aboriginal Coalition to End Homelessness and Volunteer Victoria to ensure success of the survey implementation.
Elizabeth Fry Society	Victoria Collaborative-A Way Home	D2022-10	\$384,142	A Way Home is a collaboration between the Elizabeth Fry Society (EFry) and Lookout. The objective is to place individuals into housing, provide prevention and diversion support services as well as discharge planning from institutions.
Greater Victoria Coalition to End Homelessness	Micro-credentials	D2022-11	\$159,719	Co-developing free, accessible micro-credentialed training modules for workers in the homelessness response housing sector. Facilitating coordinated service delivery and standardized best practices throughout the region. Aligning with community-based requests, recommendations, and Housing First principles.
Tsawout First Nation	Reconciling On-Reserve Housing Injustices	D2022-12	\$384,923	Tsawout First Nation is building a responsive community of care ensuring Indigenous families receive housing security through the support of families experiencing rent arrears with eviction prevention services. This program aims to bridge the jurisdictional gap between Indigenous People experiencing homelessness on and off reserve by providing wraparound housing services to community members who are experiencing homelessness or are precariously housed.
Victoria Women's Transition House Society	Homelessness Prevention Project	D2022-13	\$219,943	The Homelessness Prevention Project assists women who are survivors of intimate partner violence and abuse to secure safe, stable housing for themselves and their children. This will be accomplished through temporary financial support for maintaining housing, including covering expenses such as utility bills, moving and storage fees, rent and security deposits.

Victoria Youth Clinic	Family Reconnect Program	D2022-14	\$276,837	The Family Reconnect Program supports youth aged 14-24 who are experiencing homelessness in stabilizing their housing situations. This will be accomplished through wraparound support services as well as supporting individuals in re-establishing supportive relationships with their families.
Sooke Shelter Society	Outreach Team	D2022-15	\$348,710	Sooke Shelter Society will be providing housing support services, including prevention and housing set-up services to Sooke residents who are experiencing or at risk of homelessness.
Victoria Brain Injury Society	Housing Outreach Program	D2023-01	\$25,000	The Housing Outreach Program (HOP) provides housing supports to brain injury-affected adults to reduce the threat of homelessness. Through financial aid, home resources and training, HOP addresses housing challenges by empowering survivors with increased communication, confidence, and tenancy skills. HOP will aid brain injury survivors in housing navigation, fostering self-reliance and equip individuals with strategies like budgeting, emergency readiness and maintenance.
Songhees Nation	Housing Strategies Plan - Bring Them Home	D2023-02	\$75,000	Songhees Nation is beginning a comprehensive engagement planning process to develop an over-arching Lands and Housing Strategies Plan. The plan will address housing needs in First Nation community, contribute direction for an intentional re-integration of homeless Indigenous Peoples while honouring Indigenous culture and heritage within the community. The plan will also maximize land use and long-term economic potential for lands and long-term housing sustainability. This Housing Strategies Plan will contribute to Songhees Nation's 10 year Strategic Plan, provide information and direction, and answer questions for long-range community planning.
Pacifica Housing	Community Services Truck	D2023-03	\$52,000	The Community Services Truck will be used to keep vulnerable residents housed and on track to regaining/maintaining independence. The vehicle will aid in meeting client service needs, primarily assistance with junk removal, housing set-up, donation pickups that build food security and basic needs resources which contribute greatly to housing stability and retention.
Salvation Army	Finding Home Project	D2023-04	\$45,944	The Finding Home project at the Victoria Additions and Rehabilitation Centre (ARC) is for residents whose 12 month stay in Salvation Army's transitional housing program is coming to an end. Finding Home is a housing navigation and support pilot program intended to support people leaving transitional housing with finding permanent affordable and/or supportive housing . This project is designed to increase the continuum of care at the ARC.

## **Reaching Home Program Community Advisory Board (CAB) Terms of Reference**

### **PREAMBLE**

On April 1, 2019, the Capital Regional District (CRD) entered into a five-year agreement with the Government of Canada to act as the Community Entity (CE) responsible for administering the Designated Communities Funding Stream of the Reaching Home Program, the Government of Canada's homelessness strategy. Reaching Home requires that all CEs facilitate a Community Advisory Board (CAB) that is inclusive and representative of the community and supports community planning and priority identification. The geographic scope of the CAB is the boundaries of the Greater Victoria Census Metropolitan Area (CMA), as defined by Statistics Canada.

### **1.0 PURPOSE**

Reaching Home is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding through various streams across Canada including Designated Communities (urban centers), Indigenous Communities, Territorial Communities and Rural and Remote Communities. Reaching Home supports the goals of the National Housing Strategy, in particular to support the most vulnerable Canadians in maintaining safe, stable and affordable housing and to reduce chronic homelessness nationally by 50% by fiscal year 2027 to 2028.

### **2.0 ESTABLISHMENT AND AUTHORITY**

- a) Members of the Reaching Home CAB will be recommended by the General Manager, Planning and Protective Services to the CRD Board for approval.
- b) The convening Chair and Vice Chair of the Reaching Home CAB will be selected on an annual basis.

### **3.0 ROLES AND RESPONSIBILITIES**

- a) Create and implement a Terms of Reference and other policies and procedures central to the functions of the CAB that address membership terms and conditions, including recruitment processes, length of tenure, attendance requirements, and/or any delegated tasks. Provide advice to the CE (CRD) in its actions directed toward fulfillment of its roles and responsibilities (see Appendix A).
- b) Through the CAB, provide advice to the Alliance to End Homelessness in the Capital Region (AEH) on CE responsibilities delegated to the AEH as outlined in Appendix B.
- c) Collaborate with the Indigenous Homelessness CAB to ensure effective coordination of funding for the purpose of service delivery in the community.
- d) Develop an engagement strategy that includes details on how it will achieve and sustain broad and inclusive representation.
- e) Provide approval of a Community Plan that includes outcomes and indicators to be used to guide action and monitor progress toward effectively addressing issues related to homelessness in the Greater Victoria area.
- f) Assess and recommend projects for funding to the CE.
- g) Be representative of the community by recruiting members that provide broad and inclusive representation of the community.



- h) Support the CE (CRD) and its partners in the planning and implementation of coordinated access.
- i) Approve Community Progress Reports.

#### **4.0 MEMBERSHIP**

- a) The Reaching Home CAB will consist of up to 16 voting members. BC Housing, Vancouver Island Health Authority and the Alliance to End Homelessness in the Capital Region are considered standing members and will have the opportunity to appoint members to the CAB.
- b) The Reaching Home CAB will have up to 13 voting members from the following groups:
  - Agencies serving Indigenous people experiencing homelessness
  - First Nations located within the boundaries of the CMA
  - Local non-profit organizations providing housing to people experiencing homelessness
  - Local health or social support service providers
  - People with lived experience of homelessness
  - Police or Correctional service providers
  - Local business community
  - Senior serving agencies
  - Youth serving agencies or Child Welfare authorities
  - Newcomer serving agencies
  - Local neighborhood or community associations
- c) Ex-officio representation from both Service Canada and the CE (CRD staff) who will advise on program eligibility requirements, and guide the CAB if and when significant changes to the program are introduced.
- d) Non-standing members will be identified through a public recruitment and selection process.
- e) The CAB may provide input on membership to CRD Staff who in turn will submit a slate of members for approval by the CRD Board.
- f) Whenever possible, Indigenous representation will be a true reflection of the percentage of Indigenous people experiencing homelessness at any point in time.
- g) The Community Entity will make an effort to provide for the participation of individuals from groups who experience systemic discrimination in the community, particularly those who are identified within various protected grounds of federal and provincial human rights legislation.
- h) In the event of the death, resignation, termination or disqualification of a CAB member, CRD staff can appoint a successor for the remainder of the term.
- i) If a member is absent from two or more consecutive meetings of the CAB without approval of the CAB Chair, the CRD Board may, upon the recommendation of the General Manager of Planning and Protective Services, terminate the appointment of such member thereby creating a vacancy on the CAB.
- j) Members will be appointed to serve an initial two-year term and can serve up-to an additional consecutive two-year term for a maximum of four years at the discretion of the General Manager of Planning and Protective Services and with CRD Board approval.

#### **5.0 MEETINGS**

- a) The CAB will meet on a quarterly basis throughout the year.

## **6.0 PROCEDURES**

- a) Any directions and decisions requiring a vote will be done by assigning each member one vote.
- b) A quorum of the CAB is a majority of the representatives nominated and/or appointed from time to time. In the case that a conflict of interest is declared, quorum will still be in effect and not be reassessed dependent on the number of voting members leaving.
- c) Representatives of the CAB shall serve without remuneration.
- d) At the request of a CAB member, and with the consent of the CAB Chair, guests or delegations may be invited to attend, present to and/or participate in meetings of the Committee.
- e) The CAB Terms of Reference will be reviewed annually or as required.

## **7.0 RESOURCES AND SUPPORT**

- a) The Senior Manager of the CRD Regional Housing Division, the Manager of CRD Housing Initiatives and Programs, will provide strategic support and act as liaisons for the Committee.
- b) Minutes and agendas are prepared and distributed by the CRD Regional Housing Division.
- c) The CRD Regional Housing Division will employ staff that provide additional administrative and planning support as required.

## **Appendix A**

### **Reaching Home Program**

### **Designated Communities**

#### **1.0 Community Entity Roles and Responsibilities**

- a) Enter into agreements with the Government of Canada to administer the Reaching Home Program.
- b) Ex-officio representation on the Community Advisory Board (CAB) to include the Community Entity (CE) who will advise on program eligibility requirements, and guide the CAB where significant changes to the program are introduced.
- c) Implement Reaching Home in accordance with Employment and Social Development Canada (ESDC) approved work plans.
- d) Manage all aspects of program administration.
- e) Implementing selection processes and soliciting and assessing sub-project proposals in an open and fair manner;
  - Facilitating calls for proposals;
  - Determining eligibility of proposals based on Program Directives;
  - Overseeing proposal evaluation and recommendation processes;
  - Completing due diligence and approving project budgets;
  - Executing final agreements with sub-projects and other planning projects;
  - Managing sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results;
  - Implement required data collection processes with sub-project organizations;
  - Reporting quarterly and annually to ESDC on program implementation, sub-project performance, financial claims, and progress toward achievement of outcomes;
  - Conducting and submitting annual audit to ESDC;
  - Overseeing Community Progress Report development, submission to ESDC and publication.
- f) Ensure Designated Communities funding stream is fully invested to address priorities identified in the Community Plan. Ensure Indigenous Homelessness funding stream is fully invested to address priorities identified by the CAB.
- g) Inform the CAB about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community.
- h) Manage all public communications related to the implementation of the Reaching Home Program.
- i) CABs and CEs are expected to identify Official Language Minority Communities (OLMCs) within their community and ensure that appropriate services and supports are available in both official languages where there is significant demand. See Directives for more details on CE roles related to OLMCs.
- j) Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the recipient is located, CEs shall provide annually to Canada, beginning in 2020-2021, using a template provided by Canada, no later than 60 days following the period covered by the report (i.e., the previous fiscal year), a Community Progress Report, satisfactory to Canada in scope and detail. The Community Progress Report will be published publicly in a time and manner prescribed by Canada.

## **2.0 Coordinated Access**

- a) Oversee the development of policies and procedures outlining how the coordinated access process operates in the areas of access, assessment, prioritization and matching & referral.
- b) Have a Coordinated Access system in place by March 31, 2022, that fully meets all Reaching Home minimum requirements for Coordinated Access. The minimum requirements, as prescribed by Canada, outline Canada's expectations for the design of Coordinated Access systems across the following areas: coverage, governance operating model, access, assessment, prioritization, matching and referral, and Homelessness Management Information System (HMIS) platform.
- c) Where one CE is responsible for delivering both streams, the CE will be responsible to engage with the CAB(s) and Indigenous service providers as they are critical partners in a community's efforts to prevent and reduce homelessness, and their participation in coordinated access is essential to its success.

## **3.0 Homeless Individuals and Families Information System (HIFIS)**

- a) Develop a set of local agreements to manage privacy, data sharing, and client consent within a community-wide HMIS in compliance to municipal, provincial and federal laws.
- b) Work with BC Housing and ESDC to sign necessary Data Provision Agreements and an End-user License Agreements to support the use of HIFIS to support the delivery of Reaching Home.
- c) Setup a governance structure to oversee decisions related to implementing and maintaining HIFIS and the data collected.
- d) Access a server and establish corresponding security and safeguards to secure the data collected.

## **Appendix B**

### **Reaching Home Program**

### **Designated Communities**

#### **1.0 Alliance to End Homelessness in the Capital Region (AEH)**

- a) Coordinate government agencies, non-profits, health services and community organizations around the delivery of housing and services directed toward efforts to reduce homelessness in the region, and report to the Community Advisory Board through the AEH Executive Director.
- b) Support engagement in the development of a Community Plan that includes outcomes and indicators to be used to guide action and monitor progress toward effectively addressing issues related to homelessness in the Greater Victoria area.
- c) Engage with community organizations and individuals, including Indigenous, in the community beyond the homeless serving sector and gather all available information related to the community's local homelessness priorities, and develop a coordinated approach to addressing homelessness in the region.
- d) Receive and report on quantitative and qualitative data that outlines progress toward the achievement of the goals of the regional Community Plan to End Homelessness.
- e) Provide advice and feedback on any plans or strategies required by the Government of Canada related to the Community Entity's delivery of the Reaching Home Program.

## Appendix C

### Reaching Home Program - Designated Communities

### Conflict of Interest Policy (from BC Community Charter)

#### Division 6- Conflict of Interest

#### 100 Disclosure of conflict

- a) This section applies to council members in relation to:
  - council meetings
  - council committee meetings, and
  - meetings of any other body referred to in section 93 *[application of open meeting rules to other bodies]*.
- b) If a council member attending a meeting considers that he or she is not entitled to participate in the discussion of a matter, or to vote on a question in respect of a matter, because the member has:
  - a direct or indirect pecuniary interest in the matter, or
  - another interest in the matter that constitutes a conflict of interest, the member must declare this and state in general terms the reason why the member considers this to be the case.
- c) After making a declaration under subsection (2), the council member must not do anything referred to in section 101 (2) *[restrictions on participation]*.
- d) As an exception to subsection (3), if a council member has made a declaration under subsection (2) and, after receiving legal advice on the issue, determines that he or she was wrong respecting his or her entitlement to participate in respect of the matter, the member may:
  - return to the meeting or attend another meeting of the same body,
  - withdraw the declaration by stating in general terms the basis on which the member has determined that he or she is entitled to participate, and
  - after this, participate and vote in relation to the matter.
- e) For certainty, a council member who makes a statement under subsection (4) remains subject to section 101 *[restrictions on participation if in conflict]*.
- f) When a declaration under subsection (2) or a statement under subsection (4) is made,
  - the person recording the minutes of the meeting must record,
  - the member's declaration or statement,
  - the reasons given for it, and
  - the time of the member's departure from the meeting room and, if applicable, of the member's return, and
- g) unless a statement is made under subsection (4), the person presiding at that meeting or any following meeting in respect of the matter must ensure that the member is not present at any part of the meeting during which the matter is under consideration.

#### 101 Restrictions on participation if in conflict

- a) This section applies if a council member has a direct or indirect pecuniary interest in a matter, whether or not the member has made a declaration under section 100.
- b) The council member must not
  - remain or attend at any part of a meeting referred to in section 100 (1) during which the matter is under consideration,
  - participate in any discussion of the matter at such a meeting,

- vote on a question in respect of the matter at such a meeting, or
  - attempt in any way, whether before, during or after such a meeting, to influence the voting on any question in respect of the matter.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

## **102 Restrictions on inside influence**

- a) This section applies if a council member has a direct or indirect pecuniary interest in a matter, whether or not the member has made a declaration under section 100.
- b) The council member must not
- remain or attend at any part of a meeting referred to in section 100 (1) during which the matter is under consideration,
  - participate in any discussion of the matter at such a meeting,
  - vote on a question in respect of the matter at such a meeting, or
  - attempt in any way, whether before, during or after such a meeting, to influence the voting on any question in respect of the matter.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

## **103 Restrictions on outside influence**

- a) In addition to the restriction under section 102, a council member must not use his or her office to attempt to influence in any way a decision, recommendation or action to be made or taken by any other person or body, if the member has a direct or indirect pecuniary interest in the matter to which the decision, recommendation or other action relates.
- b) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

## **104 Exceptions from conflict restrictions**

- a) Sections 100 to 103 do not apply if one or more of the following circumstances applies:
- the pecuniary interest of the council member is a pecuniary interest in common with electors of the municipality generally;
  - in the case of a matter that relates to a local service, the pecuniary interest of the council member is in common with other persons who are or would be liable for the local service tax;
  - the matter relates to remuneration, expenses or benefits payable to one or more council members in relation to their duties as council members;
  - the pecuniary interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member in relation to the matter;
  - the pecuniary interest is of a nature prescribed by regulation.
- b) Despite sections 100 to 103, if a council member:
- has a legal right to be heard in respect of a matter or to make representations to council, and
  - 105 is restricted by one or more of those sections from exercising that right in relation to the matter, the council member may appoint another person as a representative to exercise the member's right on his or her behalf.

### 105 Restrictions on accepting gifts

- a) A council member must not, directly or indirectly, accept a fee, gift or personal benefit that is connected with the member's performance of the duties of office.
- b) Subsection (1) does not apply to:
  - a gift or personal benefit that is received as an incident of the protocol or social obligations that normally accompany the responsibilities of office,
  - compensation authorized by law, or
  - a lawful contribution made to a member who is a candidate for election to a local government.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

### 106 Disclosure of gifts

- a) This section applies if;
  - a council member receives a gift or personal benefit referred to in section 105 (2) (a) that exceeds \$250 in value, or
  - the total value of such gifts and benefits, received directly or indirectly from one source in any 12-month period, exceeds \$250.
- b) In the circumstances described in subsection (1), the council member must file with the corporate officer, as soon as reasonably practicable, a disclosure statement indicating;
  - the nature of the gift or benefit,
  - its source, including, if it is from a corporation, the full names and addresses of at least 2 individuals who are directors of the corporation,
  - when it was received, and
  - the circumstances under which it was given and accepted.
- c) A person who contravenes this section is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.

### 107 Disclosure of contracts with council members and former council members

- a) If a municipality enters into a contract in which;
  - a council member, or
  - a person who was a council member at any time during the previous 6 months, has a direct or indirect pecuniary interest, this must be reported as soon as reasonably practicable at a council meeting that is open to the public.
- b) In addition to the obligation under section 100 [*disclosure of conflict*], a council member or former council member must advise the corporate officer, as soon as reasonably practicable, of any contracts that must be reported under subsection (1) in relation to that person.
- c) A person who contravenes subsection (2) is disqualified from holding office as described in section 108.1 [*disqualification for contravening conflict rules*] unless the contravention was done inadvertently or because of an error in judgment made in good faith.



Project #: Project #
Amendment #: Amend #

Reaching Home: Canada’s  
Homelessness Strategy

Community Entity

Designated Communities

Contribution

Agreement

Between

His Majesty the King in Right of Canada (hereinafter  
referred to as "Canada"), as represented by the Minister  
of Housing, Infrastructure and Communities AND

Legal Name of the Recipient

(hereinafter referred to as “the Recipient”)

Hereinafter collectively referred to as “the Parties”

Articles of Agreement

Whereas Canada has established Reaching Home: Canada’s Homelessness Strategy (hereinafter referred to as “the Program”) to support projects aimed at reducing homelessness and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A - entitled “Project Description”;
- (c) Schedule B - entitled “Financial Provisions”; and
- (d) Schedule C - entitled “Additional Provisions”.

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

“**Eligible Expenditures**” means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B;

“**Fiscal Year**” means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

“**Project**” means the project described in Schedule A;

“**Project Period**” means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

“**Working Day**” means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND SURVIVAL OF AGREEMENT

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 The following provisions which are expressly identified as surviving this Agreement shall survive the expiry of this Agreement and shall continue in full force and effect: article 9, Project Records; article 10, Canada’s Right to Audit; article 12, Inquiry by the Auditor General of Canada; article 13, Final Report; article 14, Evaluation; article 17, Indemnification; article 24 Disposition of Capital Assets; and article 29, Enurement.



#### 4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

#### 5.0 CANADA'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

#### 6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

#### 7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

- (a) the Program named in this Agreement is cancelled,
- (b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Office of Infrastructure Canada for any Fiscal Year in which payment is to be made under this Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

#### 8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies, has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

#### 9.0 PROJECT RECORDS

9.1 The Recipient shall

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

#### 10.0 CANADA'S RIGHT TO AUDIT

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.



## 11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

## 12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him, her or them with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

## 13.0 FINAL REPORT

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

## 14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

14.3 The evaluation process shall be informed by the principle of cultural sensitivity. In the event of a dispute, the provisions of Article 27.0 shall be followed.

## 15.0 CONTRACTING PROCEDURES

### 15.1 Contracting

- 1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.
- 2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada to all goods or services contracts valued at \$25,000 or more (before taxes). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

### 15.2 Restrictions Regarding Non-Arms-Length Contracts

- 1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and
  - (a) an officer, director or employee of the Recipient,
  - (b) a member of the immediate family of an officer, director or employee of the Recipient,
  - (c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
  - (d) a business which is related to, or associated or affiliated with, the Recipient,

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

- 2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child, step-child (including child of common law partner), ward, father-in-law, mother-in-law or relative permanently residing in the household of the officer, director or employee.

### 15.3 Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities

- 1) The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project, including administrative responsibilities, to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.



## 16.0 TERMINATION OF AGREEMENT

### *Termination for Default*

16.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

### *Termination for Convenience*

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

16.3 Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

(1) In the event of a termination notice being given by Canada under section 7.1 or 16.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

16.5 The Recipient shall collaborate with Canada and community partners to ensure continuity of the Project and the continuation of service to clients in the event that a new Recipient is identified.

## 17.0 INDEMNIFICATION

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.



## 18.0 INSURANCE

18.1 The Recipient shall arrange, maintain and provide proof to Canada upon request that, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

## 19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

## 20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

## 21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Recipient hereby agrees that a public announcement with respect to this Agreement and subsequent communication opportunities (e.g. funding announcement) may be made by the Minister or delegates in the form of a press release, press conference or otherwise, and that all reasonable and necessary assistance in the organization of the public announcement, as the Canada sees fit, shall be provided.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of initial and subsequent official ceremonies or events related to the announcement of the funding of the Project. Canada reserves the right to approve the time, place, and agenda of the ceremony as well as the participation of the Minister or delegate to the ceremony or event.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of publications, advertising, and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project. Canada and Recipient joint publication material will be approved by Canada prior to the release.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.

21.5 The Recipient agrees to display signs, plaques or symbols as Canada may provide in locations on its premises as Canada may designate. The Recipient agrees to recognize federal funding through the use of a digital sign or the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", when creating a website or webpage to promote or communicate progress on a funded Project or Projects.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or in-person and virtual media events relating to the announcement of the Project.

## 22.0 ACCESS TO INFORMATION

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

## 23.0 PROACTIVE DISCLOSURE

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

## 24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by Canada; or
- (c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.





24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

- (a) is not physically incorporated into another product or not fully consumed by the end of the Project, and
- (b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

## 25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
- (b) the right to distribute the work outside the Office of Infrastructure Canada as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
- (c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, which the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

## 26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

## 27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

27.2 If a dispute arises out of, or in connection with this agreement, the parties shall first seek to resolve the dispute via good faith discussions between the parties' representatives as identified in Schedule A of this Agreement.

27.3 The parties have twenty (20) business days from the date on which a party notifies the other party of the dispute to resolve the dispute. The parties may agree to an extension of this twenty (20) business day period. The Agreement shall be in writing and signed by a representative as identified by each of the parties listed in Schedule A in this agreement.

27.4 If the parties are not able to resolve the dispute within the time specified in section 27.3 of this agreement, the parties agree to mediate the dispute.

27.5 The parties have forty (40) business days starting on the date they agree to proceed to mediation to complete the mediation. The parties may agree to an extension of this forty (40) business day period. The Agreement shall be in writing and signed by each of the parties listed in Schedule A of this agreement.

27.6 If the parties are not able to resolve a dispute via mediation in the time specified in section 27.5 of this agreement, the parties agree to arbitrate the dispute in accordance with the Commercial Arbitration Act (R.S.C., 1985, c. 17 (2nd supp.)) As amended from time to time.

27.7 The provisions of this article 27.0 survive the termination of this agreement and remain in full force and effect.

## 28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.



## **29.0 ENUREMENT**

29.1 This Agreement is binding upon and enures to the benefit of the parties and their respective successors, successors-in-title and permitted assigns.

## **30.0 COMPLIANCE WITH LAWS**

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

## **31.0 APPLICABLE LAW**

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

## **32.0 SEVERABILITY**

32.1 If any provision of this Agreement is held void or unenforceable as a result of the dispute resolution process under article 36.0 of this Agreement or by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

## **33.0 WAIVER**

33.1 Failure by any Party to exercise any of its rights, powers, or remedies under this Agreement or its delay to do so does not constitute a waiver of those rights, powers, or remedies. Any waiver by either Party of any of its rights, powers, or remedies under this Agreement must be in writing; and, such a waiver does not constitute a continuing waiver unless it is so explicitly stated.

## **34.0 AMENDMENT**

34.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

## **35.0 UNINCORPORATED ASSOCIATION**

35.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

## **36.0 COUNTERPARTS**

36.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

## **37.0 INDEPENDENT LEGAL ADVICE**

37.1 The Parties acknowledge and agree that they have been given full opportunity to seek independent legal advice and if they chose to avail themselves of said opportunity, had independent legal advice to the full extent deemed necessary by each of them, and that they have not acted under any duress or undue influence in the negotiating, preparation and execution of this Agreement.

SIGNATURES

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

For the Recipient, by the following authorized officer(s):

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

And signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

For Canada, by the following authorized officer:

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)





SCHEDULE A

PROJECT DESCRIPTION

NAME OF RECIPIENT: Enter text		
PROJECT TITLE: Enter text		
Recipient		Canada
Complete Mailing Address:		Complete Mailing Address:
Enter text		Enter text
Primary Contact Enter text		Primary Contact Enter text
Telephone Number Enter text		Telephone Number Enter text
Fax Number Enter text		Fax Number Enter text
Email Address Enter text		Email Address Enter text
Secondary Contact Enter text		Secondary Contact Enter text
Telephone Number Enter text		Telephone Number Enter text
Fax Number Enter text		Fax Number Enter text
Email Address Enter text		Email Address Enter text

Project Start Date	Project End Date	Total Number of Participants:
Date	Date	(If applicable) N/A

Project Description

Amendment # \_\_\_\_\_

Included in this amendment: additional funding of:

2024-2025 funding of \$XXX,XXX  
2025-2026 funding of \$XXX,XXX

[For DC, TH and IH agreements with existing CCI allocations to support implementation of Coordinated Access]

Of this additional funding, the following amounts are intended to provide additional support towards maintaining and improving Coordinated Access systems.

2024-2025 funding of \$XXX,XXX  
2025-2026 funding of \$XXX,XXX

Communities are required to match this additional funding for 2024-2025 and 2025-2026, with contributions from the community. This will be reported as part of the Community Plan for funding for 2024-2025 to 2025-2026.

The Articles of Agreement have been updated as follows:

- Revision of Header, 12.0 Inquiry by the Auditor General of Canada, 14.0 Evaluation, 15.0 Contracting Procedures, 16.0 Termination of Agreement, 18.0 Insurance, 21.0 Informing Canadians of the Government of Canada's Contribution; and Signatures

Objectives

From April 1, 2019, to March 31, 2026, the Recipient, as the Community Entity for [name of community], will administer funding under the Designated Communities stream of Reaching Home in accordance with priorities identified through community planning.

The funding allocation under the Designated Communities funding stream for [name of community] is [\$000,000] annually in 2024-2025 and 2025-2026. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

The Recipient is allocated funding of [\$00,000] annually in 2024-2025 and 2025-26 to support continued investments towards maintaining and improving the Coordinated Access system.

[For DC and TH Communities only: where IH-CE is in the same community]

Through working with community partners, including in partnership with the Indigenous Homelessness stream Community Entity, the Recipient will be responsible for publicly reporting on the work to maintain and improve a Coordinated Access system and prevent and reduce homelessness using an Outcomes-Based Approach, including reporting on core community-level outcomes.

### Activities

The Recipient will administer Reaching Home – Designated Communities funding stream, which includes the following activities that will be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities set out in conjunction with the Community Advisory Board. This includes maintaining and improving a Coordinated Access system, and continuing to prevent and reduce homelessness using an Outcomes-Based Approach.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness.

The Recipient will identify funding, other than Reaching Home, received from partners to meet the community contribution-matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of the Community Plan priorities.

[NOTE: For DC agreements where there is also an IH CE in the same community, the following text would be added:]

The Recipient will facilitate collaboration with the Indigenous Homelessness stream Community Entity in the development and implementation of the Community Planning priorities. This includes continuing to prevent and reduce homelessness using an Outcomes-Based Approach.

The Recipient is responsible for undertaking activities to maintain and improve a Coordinated Access system.

The Recipient will work in partnership with the Indigenous Homelessness funding stream to maintain and improve a Coordinated Access system.

The Recipient will implement selection processes and solicit and assess sub-project proposals in an open, impartial and fair manner.

The Recipient will approve and enter into funding agreements with sub-projects recommended by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and work to maintain and improve a Coordinated Access system, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.

### Expected Results

Activities are supported in accordance with Community Plan priorities as established by the Community Advisory Board.

Reaching Home Designated Communities stream funding is fully invested to address priorities identified in the Community Plan.

Reaching Home Designated Communities funding is matched on an annual basis with other funding partners.

The Community Homelessness Report is completed annually and a summary is published publicly, to the end of the program in 2027-2028.

All Coordinated Access minimum requirements are implemented by the end of 2025-2026. More specifically, the Recipient must:

- Maintain minimum requirements that were met by 2023-2024;
- Meet requirements that were modified as of 2024-2025; and,
- Meet new requirements introduced in 2024-2025.

All outcomes-based approach minimum requirements are implemented by the end of 2025-2026. More specifically, the Recipient must:

- Maintain minimum requirements that were met by 2023-2024;
- Meet requirements that were modified as of 2024-2025; and,
- Meet new requirements introduced in 2024-2025.



## Outcomes

Reduction in and prevention of homelessness in the community is achieved as measured through community-wide outcomes prescribed by Canada and voluntary community-wide outcomes identified at the community level.

Through investments in Reaching Home-funded sub-projects: homeless individuals and families are connected to more stable housing; homeless individuals and those at imminent risk of homelessness experience greater housing stability; and homeless individuals and those at imminent risk of homelessness experience greater economic stability and self-sufficiency.

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SCHEDULE B

FINANCIAL PROVISIONS

LEGAL NAME OF RECIPIENT: Error! Reference source not found.
PROJECT TITLE: Enter text

1.0 MAXIMUM CONTRIBUTION OF CANADA

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: **\$ 000,000.**

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

- \$ 000,000 in Fiscal Year 2019/2020
- \$ 000,000 in Fiscal Year 2020/2021
- \$ 000,000 in Fiscal Year 2021/2022
- \$ 000,000 in Fiscal Year 2022/2023
- \$ 000,000 in Fiscal Year 2023/2024
- \$ 000,000 in Fiscal Year 2024/2025
- \$ 000,000 in Fiscal Year 2025/2026

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 The amount of interest earned on advances may be retained by the Recipient provided it is used by the Recipient during the Project Period to pursue activities consistent with the objectives of the Agreement. If there is any unspent interest at the end of the Project Period, the amount of such interest shall be deemed part of Canada's contribution to which the Recipient is not entitled for the purpose of section 3.0 of this Schedule.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include:

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the Regulations.

4.0 OTHER SOURCES OF FUNDING

4.1 The Recipient declares that it has received or is entitled to receive

- (a) the following funding (cash) for the Project from the following sources:
  - (i) \$ 000,000
- (b) goods, services or other non-cash contributions for the Project from the following sources, having the following agreed estimated fair and reasonable monetary value:
  - (i) \$ 000,000

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

5.0 PROJECT BUDGET

5.1 The following is the Project Budget:



COST CATEGORIES	CANADA	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
1. Administrative Costs	\$ 000			
2. Capital Costs	\$ 000			
a. Facilities				
b. Capital assets	000			
3. Direct Costs	\$ 000			
a. Staff wages *	000			
b. Participant costs				
c. Project costs	000			
d. Child care costs				
e. Sub-projects Project Costs *	000			
TOTAL	\$ 000	\$ 000	\$ 000	\$ 000

Budget notes:

"Administrative Costs" means any expenditure incurred by the Recipient in the course of its regular or ongoing operations that enable the Recipient to manage the Project successfully;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Child Care Costs" means any expenditure incurred by the Recipient in support of child care service offerings to aboriginal persons that are adapted to the particular needs of this clientele; and

"Sub-Project Project Costs" means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

5.2 Canada will provide payment to the Recipient for Administrative Costs up to 15% of the total maximum amount of Canada's contribution referred to in section 1.1. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

6.0 BUDGET FLEXIBILITY

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that increases or decreases the subtotal amount budgeted for:

(i)

any cost category identified with an asterisk (\*) by any amount, or

(ii)

any other cost category by more than 10%;

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

**[\*\*Note for Indigenous Organizations only receiving funding under any RH funding stream]**  
6.4 Departmental managers responsible for preparing funding agreements are to ensure the following provisions apply for Indigenous recipients when the flexible contribution approach is used:

- (a) it is at the recipient's discretion to redirect funding among specified cost categories; and
- (b) the recipient may retain, during the term of the funding agreement, any unexpended funding remaining at the end of each fiscal year for use in the next fiscal year to further achieve results toward the program objectives. Any unexpended funding remaining at the expiry of the funding agreement constitutes a debt due to the Crown.



## 7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Project Period;
- (b) expenditures must, in the opinion of Canada, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS) database; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

## 8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of **Payment Type**. Each payment shall cover a **Payment Period** period (hereinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to **Payment Type** for any period during the Project Period, or
- (b) change the Payment Period to a **Payment Period** period, or
- (c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

**"progress payments"** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

**"monthly period"** means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

**"quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

- (a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of Canada, is reliable and up-to-date; and
- (b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).



8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated forecast of Project expenditures;
- (c) an activity report describing the work completed on the Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

- (a) if the Payment Period is monthly, **forty-five (45) days** following the Payment Period;

and

- (b) if the Payment Period is quarterly, **sixty (60) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due
  - (i) a financial claim under section 8.4 (1); or
  - (ii) any other document required by Canada under this Agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

- (a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and
- (c) receipt of any other Project-related record that may be required by Canada.

## 9.0 ANNUAL FINANCIAL REPORTS

9.1 (1) Within one hundred and twenty (120) days following the end of each "Reporting Period" during the Project Period, the Recipient shall provide to Canada a financial report containing,

(a) a statement setting out:

- (i) the total amount received from Canada under this Agreement during the Reporting Period,
- (ii) the total revenue received from other sources for the Project during the Reporting Period, including cash and the value of in-kind contributions,
- (iii) the total amount of GST/HST rebates and interest earned by the Recipient during the Reporting Period on advances of Canada's contribution if the amount of interest earned is in excess of one hundred dollars (\$100), and
- (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from Canada's contribution under this Agreement, and

(b) an itemized statement setting out, by expenditure category as per the Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Recipient to submit financial reports within the timeframe specified under subsection (1) may result in Canada withholding payment of an advance or progress payment in accordance with subsections 8.5(1) or (2) of this Schedule or withholding payment of any holdback retained by Canada in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof.

9.2 Each financial report submitted to Canada pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by Canada.





***Audit Requirement***

9.3 (1) Unless otherwise notified by Canada in writing, the Recipient shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Recipient's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by Canada to do so, the Recipient shall allow representatives of Canada to discuss any audited financial report referred to in this section with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of Canada and provide any requested information to them in relation to the audit.

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SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF RECIPIENT: Error! Reference source not found.
PROJECT TITLE: Error! Reference source not found.

1.0 WORK PLAN

1.1 For each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof, the Recipient shall provide to Canada for approval a "Work Plan" outlining the activities to be undertaken by the Recipient in implementing the Project during the Fiscal Year or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by Canada.

1.2 The Recipient's approved Work Plan for the first Fiscal Year or part thereof of the Project Period is attached to and forms an integral part of Schedule A (Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to Canada for approval no later than sixty (60) days prior to the beginning of each Fiscal Year to which it relates.

1.3 Canada will notify the Recipient of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Recipient shall implement the Project in accordance with the approved Work Plans. The Recipient shall not make any material change to an approved Work Plan without the written approval of Canada.

2.0 REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

*Interpretation*

2.1 For the purposes of this Agreement,

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this Agreement is further distributed to enable the organization to carry out a Sub-Project; and

"Sub-Project" means:

- (a) an activity eligible for financial support under the Project which is implemented by a Sub-Agreement Holder, or
- (b) an activity eligible for financial support under the Project implemented directly by the Recipient.

*Sub-Project Selection Process*

2.2 (1) The Recipient shall put into place a process satisfactory to Canada for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Recipient, are assessed and selected in an open, impartial and fair manner. The Recipient agrees that the Community Entity will assess, approve and enter into funding agreements with Sub-Projects based on recommendations by the Community Advisory Board. The Recipient must ensure that Sub-Project proposals of a capital nature address their sustainability; for Sub-Projects of a capital nature Canada will provide a form to address this aspect that is to be included as part of such proposals.

(2) The Recipient shall also put into place written operational policies and procedures relating to its financial management of the Project and its administration of Sub-Projects, and shall provide a copy of those policies and procedures to Canada, together with the names and positions of personnel within the Recipient's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Recipient under this Agreement. The Recipient shall notify Canada promptly of any changes in such personnel that occur from time to time.

(3) A sub-project shall not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

(4) Without limiting the foregoing and subject to subsection 5, a sub-project shall not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(5) The restriction in subsection 4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

*Agreements with Sub-Agreement Holders*

2.3 (1) When the Recipient provides funding to a Sub-Agreement Holder to support the costs of a Sub-Project, the Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder.

(2) The written agreement referred to in subsection (1) shall include:

- (a) an identification of the Sub-Agreement Holder (proper legal name and address);
- (b) a description of the purpose of the funding;
- (c) the effective date, the date of signing and the duration of the agreement;



(d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;

(e) the costs of the Sub-Project eligible for reimbursement;

(f) the conditions to be met before payment is made and the schedule and basis of payment;

(g) the maximum amount payable;

(h) the provision of such reports by the Sub-Agreement Holder on its Sub-Project, outcomes and results as may be specified by Canada in any reporting guidelines or instructions provided to the Recipient by Canada or as may be specified elsewhere in this Agreement;

(i) a provision giving both Canada and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Sub-Agreement Holder to monitor and inspect the administration of the Sub-Project;

(j) a requirement for the Sub-Agreement Holder to repay to the Recipient the amount of any funding provided to which it is not entitled. The agreement should specify that amounts to which it is not entitled include the amount of any payments:

(i) made in error;

(ii) made for costs in excess of the amount actually incurred for those costs; and

(iii) that were used for costs that were not eligible for reimbursement under the agreement;

(k) if the Sub-Project involves an activity described in section 4.1 or 4.3,

(i) a repayment requirement modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder; and

(ii) a provision giving both Canada and the Recipient, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, the right to inspect the operation of the facility referred to in section 4.1 or 4.3 at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded; and

(iii) a provision stipulating that the Sub-Agreement holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project, or for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, without the prior written approval of the Recipient; and

(iv) a provision stipulating that the Sub-Agreement Holder shall ensure that all environmental protection measures, standards and rules relating to the Sub-Project established by competent authorities are respected;

(l) a provision stipulating that payment of any funding under the agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that Canada cancels or reduces its funding to the Recipient;

(m) a requirement for the Sub-Agreement Holder to give appropriate recognition of the contribution of Canada to the Sub-Project being carried out in its publicity and signage relating to the Sub-Project, including any information provided to the public on any web site or social media platform maintained by the Sub-Agreement Holder;

(n) a requirement that the Sub-Agreement Holder notify the Recipient (Community Entity) twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder relating to the Sub-Project; and

(o) a requirement for the Sub-Agreement Holder to cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Sub-Project.

#### ***Internal Memoranda of Understanding (MOU)***

2.4 When the Recipient is implementing a Sub-Project directly, the Recipient shall ensure that there is an internal memorandum of understanding (MOU) with the head of the branch or division of its organization responsible for implementing the Sub-Project, as if the head of the branch or division implementing the Sub-Project was a Sub-Agreement Holder, setting out terms and conditions of the funding modelled on the requirements of section 2.3, with such modifications as the circumstances may require.

#### ***Provision of Copies of Agreements and MOUs***

2.5 Upon request, the Recipient shall provide Canada with a copy of any or all agreements with Sub-Agreement Holders and MOUs referred to in sections 2.3 and 2.4, respectively.



### **Monitoring and Audit of Sub-Projects**

2.6 The Recipient shall exercise due diligence in the administration of its agreements with Sub-Agreement Holders and of its MOUs referred to in section 2.4. Without limiting the generality of the foregoing, in exercising due diligence, the Recipient shall take appropriate measures for ensuring compliance by Sub-Agreement Holders and, in the case of MOUs referred to in section 2.4, by the responsible branch or division head of the Recipient, with the terms and conditions of the agreement or MOU, as the case may be, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the agreement or MOU, were actually incurred and were in accordance with the agreement or MOU, as the case may be,
- (c) furnishing the Sub-Agreement Holder or the branch or division head of the Recipient, as the case may be, with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- (d) where there are breaches of the agreement or MOU, taking appropriate measures to resolve the situation, including, in the case of an agreement with a Sub-Agreement Holder, termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) in the case of an agreement with a Sub-Agreement Holder, making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Recipient shall provide to Canada, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Recipient under section 2.6.

2.8 Where Canada desires to exercise its right to audit the books and records of a Sub-Agreement Holder or to monitor and inspect its Sub-Project, Canada shall notify the Recipient of its desire to do so. The Recipient shall cooperate with Canada in obtaining access to the financial records and, if required by Canada, it shall take all necessary steps to enforce the Recipient's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

### **3.0 REPORTING ON SUB-PROJECTS FUNDED THROUGH REACHING HOME**

#### **Report of Approved Sub-Projects**

3.1 Each financial claim submitted to Canada pursuant to section 8 (Terms of Payment) of Schedule B to this Agreement shall be accompanied by a report identifying all agreements with Sub-Agreement Holders and MOUs approved by the Recipient to date containing the following information about each Sub-Project:

- (a) the Sub-Project file identifier;
- (b) in the case of agreements with Sub-Agreement Holders, the legal name of the Sub-Agreement Holder and Sub-Agreement Holder contact information;
- (c) in the case of MOUs, the name of the branch or division within the Recipient's organization responsible for carrying out the Sub-Project and Recipient branch or division contact information;
- (d) the amount of funding provided under this Agreement to be provided by the Recipient for the Sub-Project as well as the total budget of the Sub-Project;
- (e) identification of the applicable Reaching Home funding stream;
- (f) the Sub-Project start and end dates; and
- (g) the activity areas(s) supported by the Sub-Project, i.e. (i) housing; (ii) prevention and shelter diversion; (iii) client support services; (iv) capital investments; or (v) coordination of resources and data collection.

#### **Results Reporting**

3.2 The Recipient shall provide a project details report, acceptable to Canada, that sets out the detailed description of any new or amended Sub-Agreements, including those retained for direct delivery by the Recipient.

3.3 The report submitted pursuant to section 3.2 is required within thirty (30) days of an online results reporting system being available or in a timeframe and manner as prescribed by Canada. Any changes to the funding amount, activities, or end date of a Project approved by the Recipient must be documented and provided to Canada, within thirty (30) days of the change, once the Recipient has received the online results reporting system.

3.4 The Recipient shall provide to Canada, an annual results report detailing the outputs and outcomes achieved, using an online results reporting system provided by Canada, no later than sixty (60) days following each Fiscal Year of the Project Period, or in a timeframe and manner as prescribed by Canada, where applicable depending on the activity categories for each Sub-Agreement, including those retained for direct delivery by the Recipient.

Funded activities that include follow-up beyond the duration of the sub-project and/or Recipient agreement remain as obligations of the Recipient and survive termination or expiry of this Agreement. This includes 3 and 12 month follow-up requirements as follows:

Prevention and Shelter Diversion (Core Services) require a 3-month follow-up once a person has received a Core Prevention service. Follow-up for interventions received in the last three months of a fiscal reporting period (January to March) will always occur in the first three months of the next fiscal reporting period.

Housing Placements require a 12-month follow-up once an individual is placed into housing. Follow-up will always occur in the next fiscal reporting period for up to 12 months.



#### 4.0 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

##### *Project Funding Used to Purchase Land or a Building for a Facility*

###### 4.1 If

(a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if,

(i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or

(ii) at any time during the five-year period following the end date of the Sub-Project, Canada concludes, based on

(A) information provided by the Recipient under section 4.7, or

(B) the results of a site inspection conducted by Canada under section 4.9

that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Recipient of such conclusion in writing, and

(d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.2 The amount repayable by the Recipient under paragraph 4.1(d), if the event referred to in that paragraph occurs, shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);

(d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

##### *Project Funding Used for Construction or Renovations*

###### 4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.4 The amount repayable by the Recipient under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a); or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a); and



(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

- (i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);
- (ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);
- (iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);
- (iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or
- (v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 For greater certainty, the Recipient acknowledges that the repayment requirements in sections 4.1 and 4.3 apply to it not only where the Sub-Project is implemented by it directly but also where it is being implemented by a Sub-Agreement Holder. Consequently, where the Recipient provides funding to a Sub-Agreement Holder for a Sub-Project that involves an activity referred to in section 4.1 or 4.3, the Recipient must ensure pursuant to paragraph 2.3(k) that its agreement with the Sub-Agreement Holder includes repayment obligations on the part of the Sub-Agreement Holder that are modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder.

#### ***Repayment to Canada of Amounts Recovered from Sub-Agreement Holders***

4.6 Where a Sub-Agreement Holder is required, under the terms of its agreement with the Recipient, to repay an amount to a Recipient pursuant to a repayment obligation referred to in section 4.5, the Recipient shall repay to Canada any such amount recovered by the Recipient from the Sub-Agreement Holder.

#### ***Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion***

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Recipient shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

- (a) annually monitor, as the case may be,
  - (i) progress made towards the establishment of the facility, or
  - (ii) the use of the facility to verify its continuing use for the purposes for which the Recipient had provided its funding, andimmediately notify Canada if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and
- (b) provide annually to Canada, using a form provided by Canada, a declaration regarding, as the case may be,
  - (i) the progress made towards the establishment of the facility during the year covered by the declaration, or
  - (ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to Canada no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Recipient shall ensure that representatives of Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

#### ***No Mortgaging or Charging of Facility Property***

4.10. If the Recipient itself carries out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of Canada. Canada undertakes that its approval shall not be unreasonably withheld.

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall ensure that the Sub-Agreement Holder does not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the Recipient.

### **5.0 ENVIRONMENTAL PROTECTION**

5.1 The Recipient shall:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards and rules relating to the Project established by competent authorities are respected.





## 6.0 INDIGENOUS CONSULTATION

6.1 Based on the program design, Canada's funding is to enable the Recipient to carry out the Project. Canada does not assess, approve and enter into funding agreements with Sub-Projects. The Community Entity will assess, approve and enter into funding agreements with Sub-Projects based on recommendations by the Community Advisory Board. Canada does not have sufficient details to understand the nature and scope of the potential impacts on s.35 rights at the time funding is provided to the Recipient because Canada has no knowledge of the specific activities of the sub-project. As such, Canada has determined that a Duty to Consult would not be triggered.

## 7.0 OFFICIAL LANGUAGES

7.1 Where the Project is to be delivered to members of either language community, the Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages where applicable;
- (b) actively offer and provide in both official languages any Project-related services to be provided or made available to members of the public, where applicable;
- (c) encourage members of both official language communities, including official language minority communities, to participate in the Project and its activities; and
- (d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

## 8.0 ADDITIONAL PROVISIONS

### ***Coordinated Access***

8.1 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to have a Coordinated Access system in place by March 31, 2026 that fully meets all Reaching Home minimum requirements for Coordinated Access. More specifically, the recipient shall: maintain all minimum requirements that were met between April 1 2019 and March 31, 2024; meet all minimum requirements that were modified as of April 1, 2024; and meet new minimum requirements introduced on April 1, 2024. The minimum requirements, as prescribed by Canada, outline Canada's expectations for the design of Coordinated Access systems across the following areas: governance and partnerships, access points to service, triage and assessment, the Coordinated Access Resource Inventory, vacancy matching and referral, and use of the Homeless Individuals and Families Information System (HIFIS) or an existing, equivalent Homelessness Management Information System (HMIS).

### ***The Homeless Individuals and Families Information System (HIFIS)***

8.2 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to implement HIFIS, or utilize an equivalent Homelessness Management Information System (HMIS) if one is already in place, to achieve Coordinated Access minimum requirements.

### ***Outcomes-Based Approach***

8.3 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to continue to prevent and reduce homelessness using an Outcomes-Based Approach by fully meeting all Reaching Home minimum requirements for an Outcomes-Based Approach. More specifically, the recipient shall maintain all minimum requirements that were met between April 1, 2019 and March 31, 2024, it shall meet all minimum requirements that were modified as of April 1, 2024, and it shall meet new minimum requirements introduced on April 1, 2024. The minimum requirements, as prescribed by Canada, outline Canada's expectations to use person-specific data that is real-time and comprehensive to meet homelessness reduction targets for core community-level outcomes.

### ***Community Homelessness Report***

8.4 Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall provide annually to Canada to the end of the program in 2027-2028, using a template provided by Canada, no later than sixty (60) days following the period covered by the report (i.e. the previous fiscal year), a Community Homelessness Report, satisfactory to Canada in scope and detail. A summary of the Community Homelessness Report will be published publicly by the Recipient in a time and manner prescribed by Canada.

### ***Point-in-Time Count***

8.5 The Recipient shall conduct a Point-in-Time Count Enumeration and a Survey on Homelessness, between October 1, 2024 and November 30, 2024. Surveys on Homelessness can be administered over the course of one month and must be completed on or before December 30. Future enumerations shall be conducted annually, in the same time period (October-November), beginning in 2025, with surveys every three years (i.e., 2024, 2027) in alignment with the Reaching Home nationally coordinated Point-in-Time Count timelines. The methodology for the PiT Count must adhere to the national Point-in-Time Count methodology as prescribed by Canada, including common national survey questions.

8.6 The Recipient may conduct the Point-in-Time Count in coordination with a Registry Week or another enumeration methodology provided that the methodological standards prescribed by Canada are followed.

8.7 In a manner prescribed by Canada, for 2024 and onward, the Recipient shall provide the results of the PiT Count to Canada within two months of completing the enumeration and two months of completing the survey, including, but not limited to:

- (a) an enumeration of people who were experiencing homelessness in shelters (e.g. emergency shelters, Domestic Violence shelters, extreme weather shelters), transitional housing, and the number who were in unsheltered locations on a single night; and
- (b) individual-level survey data from the common national survey questions asked of people experiencing homelessness.

8.8 These results will be used by Canada to report at aggregate levels (e.g. nationally, by region) without identifying results for particular survey respondents or for particular communities.