G. McNeilly

25.03.2022

end

FUNDING AGREEMENT

THIS AGREEMENT made this 17th day of December, 2020.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND,** as represented by the Minister of Social Development and Housing

(hereinafter referred to as the "Government")

OF THE FIRST PART;

AND: **THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA,** a body corporate, duly incorporated under the laws of Canada, and having its head office at Toronto, Ontario, operating as the Charlottetown Homelessness Services

(hereinafter referred to as the "Agency")

OF THE SECOND PART.

WHEREAS Government wishes to engage the services of the Agency to carry out the services described in Schedule "A" attached hereto;

AND WHEREAS the Agency has agreed to provide Government with these services on certain terms and conditions as more particularly set out in the Agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Agency and Government

1.

a. The Agency shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to Government.

b. In the event that adjustments to Work are requested, the Government and the Agency shall work cooperatively to review the circumstances of the requests as they arise.

2.

Initials E.H. TC

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a. Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the 1st day of April 2020 and end on the 31st day of March 2023 (the "Term").

b. The Parties may mutually agree to renew or extend the Term of this Agreement for such period and upon such terms as shall be negotiated between the Parties. A Party desirous of extending or renewing this Agreement beyond the Term shall provide the other Party with no less than 90 days written notice prior to expiration of the Term.

c. Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Agency commenced the performance of the Work on the 1st day of April 2020. It is further agreed that the funding sum described in Schedule "B" attached hereto is the maximum amount to be paid for the Work and includes all amounts which may be owed for the Work done since 1st day of April 2020.

Payments, Records and Accounts

3. Government shall make payments to the Agency in the following manner:

a. Payment for the Work shall be as described in Schedule "B". For greater certainty it is hereby acknowledged that the Agency may receive additional funding from Government for other services not forming part of the Work and that such funding does not form any part of this Agreement.

b. The amount of funding payable to the Agency will be negotiated prior to the renewal or extension of the Term of this Agreement on or before April 1st, 2023 subject to the date of approval of the Government's budget. In the event an amount is not agreed upon on or before April 1st, 2023 the terms of Schedule "B" will apply either until an amount is agreed upon, this Agreement ends, or the Agreement is terminated by either Party in accordance with the Termination section of this Agreement.

c. The Agency agrees to keep proper accounts and records related to this Agreement, will be open to audit, copying, extracting information and inspection with notice by the authorized representatives of the Government; and shall provide Government and its authorized representative with all information that is requested from the accounts and records.

d. The Agency shall not dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, except in accordance with the Agency's documented retention schedule. Any disposal of items related specifically to this Agreement that varies with the Agency's retention schedule will be reviewed with Government prior to the disposition.

Initials E.H. KC
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Conditions of Agreement

4.

a. The Parties agree that the Agency shall act as an independent agency and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.

b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Agency or any officer, clerk, employee or agent of the Agency as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act, R.S.P.E.I. 1988, Cap. C-8 apply.*

c. The Agency agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers Compensation assessments, Harmonized Sales Tax or any other similar matter which the Agency may be required by law to make in connection with the Work.

d. The Agency agrees to accept sole responsibility to comply with all federal, provincial, and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I.1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I.1988 capW-7.1 or any other laws that impose obligations in the nature of employers' obligations.

e. The Agency, before undertaking any of the Work, shall provide to Government a certificate of good standing by the Workers Compensation Board.

f. The Agency agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts Section of this Agreement.

5. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Reports and Administration

6.

a. The Agency agrees to provide Government such information as more particularly detailed in Schedule "C".

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b. The Agency will provide prompt notice to Government of any significant event or circumstances which may affect the safety of any clients or staff members of the Agency or which may affect the public's trust in the Agency. Such notice shall be provided as soon as possible and no later than within (24) regular Government business hours after the event of circumstances have occurred. If required, Government may request a written description of the extent or circumstance.

7. Government and the Agency will each appoint an individual to liaise regarding policy direction, development and administration of this Agreement. Government and the Agency agree that they will communicate during the course of this Agreement in accordance with Schedule "C".

Termination of Agreement

8. Notwithstanding other provisions of this Agreement, either Party may terminate this Agreement in its entirety, or any part thereof, with 120 days' notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mail to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended 120 days after the date of delivery, sending by electronic communications or mailing of such notice in which event the Parties shall each have no further claim against Government or the other, except that the Agency will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Agency prior to the receipt of the notice and for which the Agency is liable for payment, less any sums paid by Government to the Agency on account.

9. Notice in this Agreement is deemed to have been effected on the day of delivery in person or upon mailing of the notice.

Confidentiality

10. The Agency and Government recognize that the information and knowledge pertaining to the Agreement and the contractual relationship between the Parties will be treated in a confidential manner. The Agency will not directly or indirectly disclose or use it for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government unless the information, knowledge or data is generally available to the public.

Conflict of Interest

11. The Agency warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to the execution of this Agreement or its subject matter. The Agency shall immediately notify Government, in writing, if such actual or

potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Agency of an actual potential conflict of interest, Government, in its sole discretion, may either:

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a. allow the Agency to resolve the actual or potential conflict to the satisfaction of Government; or

b. terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

12. The Agency acknowledges that this Agreement and any information provided in respect of this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Agency may be consulted prior to release of any information.

13. The Agency acknowledges and agrees that in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act* and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

14. The Agency shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Agency or anyone directly or indirectly employed by the Agency or anyone for whom the Agency may be liable.

15. The Agency shall, without limiting its obligations or liabilities under this Agreement, and at its own expense, provide and maintain the following insurance with insurers in forms and amounts acceptable to the Government:

a. Commercial General Liability insurance in an amount not less than FIVEMILLION ($5,000,000.00 CAD) DOLLARS inclusive per occurrence against bodily injury and property damages. The insurance wording should be as broad as possible and at least as broad as the current Insurance Bureau of Canada's commercial general liability wording. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

i. Blanket Written Contractual Liability;
ii. Personal Injury Liability;
iii. Non-owned Automobile Liability;
iv. Cross Liability.

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Commercial General Liability insurance shall be endorsed to provide Government with (30) days advance written notice of cancellation or material change and (15) days notice in the event of non-payment.

b. Automobile Liability insurance with bodily injury and property damage limits of at least TWO MILLION ($2,000,000.00 CAD) DOLLARS inclusive and an additional limit of TWO MILLION ($2,000,000.00 CAD) DOLLARS for passenger hazard must be provided for all vehicles licensed to be driven on the highway which the Agency owns or leases in its name for the purposes of providing the Work and service pursuant to this Agreement.

c. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

d. A Certificate of Insurance and any renewals thereof shall be furnished to the Government prior to commencement of Work by the Agency and must be updated as required during the Term.

16. The policies required by this Agreement shall be in a form and with insurers satisfactory to Government. Default of delivery to Government or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

17. This Agreement shall not be assigned or subcontracted in whole or in part by the Agency without the prior written consent of Government.

18. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to above assignment and subcontracting clause, their successors and assigns.

19. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.

20. This Agreement, including Schedules "A", "B", and "C", constitutes and expresses the entire Agreement of the Parties hereto. Any amendment or addition to this Agreement shall only be made with the express written consent of both Parties and be in writing and signed by the respective Parties.

21. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

22. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.

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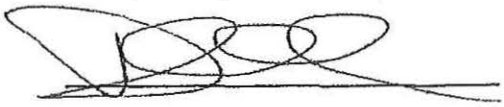
23. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as of the day and year above written.

SIGNED, SEALED & DELIVERED in the presence of:

Natalie Shea-Mainon

GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Minister of Social Development and Housing



SIGNED, SEALED & DELIVERED in the presence of:

Alice Sarkar ALICE SARKAR

Alice Sarkar ALICE SARKAR

THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA on behalf of the Salvation Army Charlottetown Homelessness Services per:

Edward Hill
Edward Hill
Vice-Chair

Bryan Campbell
Authorized Signing Officer

SCHEDULE "A"

THE WORK

To Contract between the Government of Prince Edward Island and The Governing Council of the Salvation Army in Canada on behalf of the Salvation Army Charlottetown Homelessness Services dated the 17th day of December, 2020

Service #1 - Bedford MacDonald House

1. The Agency shall provide all materials, equipment, furnishings, supplies, staffing, and space to provide safe and secure temporary housing accommodations ("Shelter") for males aged 18 years and older (the "Clients") who are experiencing homelessness.

2. The Agency shall ensure that Clients receiving Shelter have appropriate identification. However, should the Client requiring shelter, not have documentation, the Agency will serve the Client, and proceed with assisting in the acquiring of formal documentation on behalf of the Client with the Client's consent.

3. The Agency shall maintain the current minimum of 10 beds with the capacity to expand to 12 beds in times of increased demand, including maintaining at least the current level of accessible beds at one.

4. The Agency shall provide Shelter seven days a week using a defined staffing model that will include job descriptions, skill sets required as well as provide professional development training where necessary as follows:

    a) From April 1, 2020 to September 21, 2020 - 24 hours per day;
    b) From September 21, 2020 to June 30, 2021 - 16 hours per day;

    By June 30, 2021 the Agency and the Government will collaboratively review the level of need related to hours of operation for the Shelter, and make a final determination on the transition to a 12 hours per day schedule. If timing and resources permit, this review may be completed anytime between the signing of this Agreement and June 30, 2021.

5. The Agency shall set the duration of a Client's stay at 21 days within any given 30 day period; the Agency will consider the Client's individual needs when applying the 21 day duration limit, and may extend service beyond the 21 days, in consideration of the ability of the Client to obtain suitable long term housing.

6. The Agency shall accommodate an allowable tolerance of Client intoxication (a harm reduction model). The Agency will update policies, procedures and guidelines to reflect a harm reduction model including safety responses when intoxication manifests behaviors exceeding allowable tolerance.

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7. The Agency shall ensure Clients are encouraged to attend the Community Outreach Centre to access supports and local soup kitchens to access food.

8. The Agency will support Clients in accessing travel/transportation as required.

9. The Agency shall be a point of entry for the Clients to access the continuum of community and government programs and services to assist Client reintegration into society, including coaching and assistance to achieve long term solutions related to employment, housing, and support services.

10. The Agency will develop a service delivery model that includes creating a case management continuum of care by partnering with other community and provincial agencies to augment and enhance the services of the Agency.

Service #2 – Supportive Housing Options - Option 1- Former Smith Lodge

11. The Agency shall provide a 24 hour a day, 7 days a week supportive housing option in the former Smith Lodge property, located at 35 Weymouth Street, Charlottetown.
    a) Phase 1 of this supportive housing option will serve nine men, beginning December 29, 2020.
    b) Phase 2 of this supportive housing will open on March 1, 2021. The population supported in Phase 2 will be determined through consultation between the Agency and the Government and will be based on community need.

12. The Agency will ensure that only Clients who have participated in an assessment process, including a Vi-Spdat assessment, and who have been prioritized for this service through a Community Table process, access the supportive housing option.
    a) A Vi-SPDAT Assessment is a *Vulnerability Index- Service Prioritization Decision Assistance Tool*. The VI-SPDAT is an assessment tool widely used in the homelessness-serving sector to understand individual client's immediate need and housing history, their vulnerabilities (mental and physical health, cognitive abilities, medication management, and experience with trauma and emergency services) and to assure the "right service for the right client at the right time".
    b) A Community Table is a process used to remove bias from decision-making and support the placement of Clients into supportive or other housing options. A Community Table is comprised of government and community service providers who come together to determine and prioritize variables (acuity of need and vulnerabilities) for housing placement.

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13. The Agency shall help Clients to achieve housing stability by encouraging clients to take on responsibilities to maintain tenancy, including meeting a reasonable standard of cleanliness, timely rent payment, and good neighbor relations.

14. The Agency shall assist Clients to access other government and community systems and services through referrals, warm transfers, wrap-around supports, and case management approaches. These systems and services will include primary care, professional and rehabilitative services.

15. The Agency will assist Clients to enhance their personal growth and well-being and to develop and maintain positive supportive relationships.

16. The Agency will work collaboratively with community partners to seek opportunities for Clients to be engaged in volunteer and employment roles.

Service #2 – Supportive Housing Options - Scattered Sites

17. The Agency shall provide a supportive housing option in scattered sites throughout the community.

18. The Agency will provide case management supports for Clients who have participated in an assessment process, including a Vi-Spdat assessment and who have been prioritized for this service through a Community Table process, both as defined in Clause 12 above.

19. The Agency shall help Clients to achieve housing stability by encouraging Clients to take on responsibilities to maintain tenancy, including meeting a reasonable standard of cleanliness, timely rent payment, and good neighbor relations.

20. The Agency shall assist Clients to access other government and community systems and services through referrals, warm transfers, wrap-around supports, and case management approaches. These systems and services will include primary care, professional and rehabilitative services.

21. The Agency will assist Clients to enhance their personal growth and well-being and to develop and maintain positive supportive relationships.

Service #3 – Community Outreach Centre, herein referred to "the Centre"

22. The Agency shall operate the Centre, delivering access to in-person service delivery to individuals aged 18 and older who are experiencing housing challenges (homelessness,

utilizing shelter supports or precariously housed) between the hours of 8 a.m. and 8 p.m., 7 days per week.

23. The Agency shall take guidance on policy and procedures from the Working Group, consisting of community partner organizations that have mutual clients accessing support at the Centre. The Centre operates under a collaborative service provider model.

24. The Agency shall offer regularly scheduled programming offered by community partners and others as well as function as a "warming centre" for those individuals who require daytime supports including washroom and shower facilities, laundry or computer access.

25. The Agency will offer case management supports to individuals accessing the Centre in a variety of ways. Dedicated case managers and street outreach support workers will be available for one on one meetings and collaborative case management support by assisting other organizations in case management.

26. The Agency will offer a "single point of entry" service to clients of the Centre, utilizing a referral and intake assessment form process which assures consent and confidentiality while maximizing the collaborative approach to service provision with other service providers.

Service #4 – Temporary Shelter Support Referral Line (TSSRL)

27. The Agency shall monitor the TSSRL toll-free telephone line 24 hours per day, 7 days per week as follows:

a) Answer incoming calls;
   (1) from Bedford MacDonald House from 8 p.m. to 8 a.m.
   (2) from the Centre from 8 a.m. to 8 p.m.
b) Collect caller information to a tracking mechanism agreed upon by the Agency and the Government;
c) Share collected caller information with the Government on a monthly basis;
d) Screen incoming calls to determine the Client's situation and triage to appropriate services with a focus on diversion;
e) Contact other shelter providers to monitor spaces available, undertake client inquiries and complete "warm transfers" to secure temporary housing as applicable (for example, Deacon House, Chief Mary Bernard, Bedford MacDonald House, Blooming House);
f) As a last resort, work with the Government to develop a process to schedule motel / hotel units for Clients as appropriate when shelters have no available spaces; and

g) The Government will reimburse the Agency, on a monthly basis upon receipt of an invoice, for taxi expenses incurred to transport clients to the shelters.

Service #5: All Services

28. The Agency shall collect pertinent personal data from Clients as Clients access Agency services in accordance with the Agency's guidelines through the internal Client Management System and / or the Homeless Individuals and Families Information System (HIFIS) once HIFIS is available. Information collected shall be shared with the Government on a defined schedule to support service planning.

29. The Agency shall conduct a Criminal Background Check and Vulnerable Persons Check on all volunteers and all staff related to the Work of this Agreement prior to commencement of employment.

Initials
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SCHEDULE "B"

PAYMENT SCHEDULE AND AMOUNT

To Contract between the Government of Prince Edward Island and The Governing Council of the Salvation Army in Canada on behalf of the Salvation Army Charlottetown Homelessness Services, dated the 17th day of December, 2020

1. The Government will pay the Agency the amount of $3,788,500.00, inclusive of all applicable taxes, for the period of April 1, 2020 to March 31, 2023 in quarterly payments on the submission of invoice, as follows:

Date	Service #1: Bedford MacDonald House (includes TSSRL)	Service #2: Supportive Housing	Service #3: Community Outreach Centre	Total
April 1, 2020	$85,800	$0		$85,800
July 1, 2020	$85,800	$0		$85,800
October 1, 2020	$85,800	$0		$85,800
January 1, 2021	$85,800	$347,700	$307,600	$741,100
Sub-total 2020/21	**$343,200**	**$347,700**	**$307,600**	**$998,500**
April 1, 2021	$88,300	$160,800	$99,650	$348,750
July 1, 2021	$88,300	$160,800	$99,650	$348,750
October 1, 2021	$88,300	$160,800	$99,650	$348,750
January 1, 2022	$88,300	$160,800	$99,650	$348,750
Sub-total 2021/22	**$353,200**	**$643,200**	**$398,600**	**$1,395,000**
April 1, 2022	$88,300	$160,800	$99,650	$348,750
July 1, 2022	$88,300	$160,800	$99,650	$348,750
October 1, 2022	$88,300	$160,800	$99,650	$348,750
January 1, 2023	$88,300	$160,800	$99,650	$348,750
Sub-total 2022/23	**$353,200**	**$643,200**	**$398,600**	**$1,395,000**
Grand Total	**$1,049,600**	**$1,634,100**	**$1,104,800**	**$3,788,500**

2. Additional invoices for funding may not be submitted, or additional fees charged, unless agreed upon by both parties.

3. As referenced in Clause 3(a) of this Agreement, it is recognized that the Agency may receive other funding from the Government. The terms of receiving such funding do not form part of this Agreement.

Initials _____
Date DEC 17 2020

SCHEDULE "C"

REPORTING AND COMMUNICATION

To Contract between the Government of Prince Edward Island and The Governing Council of the Salvation Army in Canada on behalf of the Salvation Army Charlottetown Homelessness Services, dated the 17th day of December, 2020

1. The Agency shall report to the Government the following information. The Government shall not release this information without the approval of the Agency.

2. The Government and the Agency will work together to establish an agreed upon monthly and annual reporting requirements and a template to support those requirements by January 31, 2021. These requirements and the template will reflect individual reporting outcomes for all four service components identified in Schedule A to this Agreement:
   a. Service #1 Bedford MacDonald House;
   b. Service #2 Supportive Housing Options;
   c. Service #3 Community Outreach Centre; and
   d. Service #4 Temporary Shelter Support Referral Line.

3. The Agency shall provide to the Government the following information annually:

Successes/Challenges/Plans

a. Any narrative describing any successes and challenges experienced during the quarter (i.e., new initiatives, staff turnover, partnerships, etc.) and any plans for the future of the organization.
b. Copies of observation reports provided by the Community Council for Divisional Headquarters.
c. Results from Client feedback surveys.
d. Results from staff feed-back surveys.

Administration/Governance

e. General:

   i. Number of staff, positions;
   ii. Names of board members;
   iii. Description of management processes addressing quality of service, i.e., personnel policies, safety policies, quality improvement plan, care plan review, etc.

Initials
Date DEC 17 2020

Funding Cycle

4. By October 31 of the year before the Termination date of this Agreement, the Agency will submit a budget for the next three fiscal years, to the Government in a format to be communicated by the Government to the Agency.

5. When the Government's budget is finalized, the Government shall communicate the Agency's grant amount to the Agency. Until the grant amount is communicated, the Agency will receive quarterly instalments in the amount indicated by the previous Agreement allocation, as set out in Schedule "B". The Agency's quarterly instalments will be adjusted, if necessary, when the Government confirms the actual grant amount.

Meetings

6. Direct communication between the Government and the Agency is encouraged at any time. Discussions will occur on a timely basis to facilitate the budget and contract renewal process.

Initials
Date DEC 17 2020