THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 10-004 AND RESPECTFULLY RECOMMENDS:

1. **Code Zero Report from January 1, 2009 to December 31, 2009 (HES10007) (City Wide) (Item 7.1)**


2. **Implementation Strategy for the Blueprint for Emergency Shelter Services (CS09015(b)) (City Wide) (Item 7.2)**

   (a) That the Emergency Hostel Purchase of Service Agreement, with Wesley Urban Ministries for 55 beds, be terminated effective July 31, 2010.
(b) That the Mayor correspond with the Minister of Community and Social Services to request:

(i) That the City of Hamilton be authorized to continue to reinvest Provincial savings from the Emergency Hostels Program into supports for individuals exiting emergency shelters; and,

(ii) That the City of Hamilton be given greater flexibility to redirect funds within the Homelessness contract in 2010 and on an ongoing basis to support implementation of the Blueprint for Emergency Shelter Services.

3. Cross Border Billing for Land Ambulance Fees (HES10002) (City Wide) (Item 8.1)

(a) That the Regional and Single Tier Treasurers’ recommended table for generic ambulance service fees – Emergency Medical Services Cross Boarder Billing Calculated Fixed Costs per Call (attached as Appendix “A” to Report 10-004), be endorsed;

(b) That staff be directed to utilize the Regional and Single Tier Treasurers’ recommended table for generic ambulance fees – Emergency Medical Services Cross Boarder Billing Calculated Fixed Costs per Call (attached as Appendix “A” to Report 10-004), as the reference source when calculating costs to resolve the land ambulance cross border billing files for the period of January 1, 2008 to December 31, 2009;

(c) That, in future years, staff be directed to utilize the most current Regional and Single Tier Treasurers’ recommended table for generic ambulance service fees when calculating costs to resolve the land ambulance cross border billing files;

(d) That the Mayor and City Clerk be authorized and directed to execute all Mutual Release Agreements for Payment of Funds, respecting Cross Border Billing for Land Ambulance Fees (attached as Appendix “B” to Report 10-004), as required from year-to-year, subject to any amendments negotiated by the Director of Hamilton Emergency Services to be in a form satisfactory to the City Solicitor;

(e) That the Mayor and Clerk be authorized and directed to execute the Mutual Release Agreements for Receipt of Funds, respecting Cross Border Billing for Land Ambulance Fees (attached as Appendix “C” to Report 10-004), as required from year-to-year, subject to any amendments negotiated by the Director of Hamilton Emergency Services to be in a form satisfactory to the City Solicitor.
4. **Dedicated Nurses to Receive Ambulance Patients in Hospital Emergency Departments (HES10009) (City Wide) (Item 8.2)**

   (a) That the General Manager of Hamilton Emergency Services or his designate be authorized and directed to enter into an agreement in a form satisfactory to the City Solicitor, with the Ministry of Health and Long-Term Care, to receive a grant which will fund the staffing of nurses that will be dedicated to receiving and managing the care of ambulance patients in the local hospital emergency departments to reduce the ambulance wait times, for the period of April 1, 2010 to March 31, 2011 or such longer or shorter period agreed to by the Ministry of Health and Long-Term Care.

   (b) That the General Manager of Hamilton Emergency Services or his designate be authorized and directed to negotiate the necessary agreements between the City of Hamilton and Hamilton Health Sciences and St. Joseph’s Hospital, in a form satisfactory to the City Solicitor, to reimburse those organizations for the payment of staffing the nursing hours dedicated to receiving and managing the care of ambulance patients in the emergency departments.

   (c) That the Emergency Medical Services Division be directed to utilize the Ministry of Health and Long-Term Care grant to pay for all direct and supporting costs for staffing of nurses that will be dedicated to receiving and managing the care of ambulance patients in the local hospital emergency departments to reduce the ambulance wait times, for the period of April 1, 2010 to March 31, 2011 or such longer or shorter period agreed to by the Ministry of Health and Long-Term Care in accordance with the terms set out in the agreement with the Ministry of Health and Long-Term Care.

5. **Implications Associated with Name Changes to the August Civic Holiday (CS10024) (City Wide) (Item 8.3)**

   (a) That naming the 2010 August Civic Holiday (August 2, 1010) “George Hamilton Day” be approved;

   (b) That the $2,500 cost, associated with naming the 2010 August Civic Holiday (August 2, 2010) “George Hamilton Day”, to be funded from the Hamilton Historical Board’s 2010 annual budget, be approved.

   (c) That staff, in consultation with the Hamilton Historical Board, prepare criteria associated with nomination process and naming of future August Civic Holidays after notable Hamiltonians, and report back to the Emergency & Community Services Committee.
6. Renewal of Funding from Citizenship and Immigration Canada to Develop and Implement an Immigration Strategy (CS10043) (City Wide) (Item 8.4)

(a) That the City of Hamilton accept $393,145 in renewed funding (for the period of April 1, 2010 to March 31, 2011) from Citizenship and Immigration Canada for the purpose of supporting the Hamilton Immigration Partnership Council and the development and implementation of an immigration strategy.

(b) That the Mayor and City Clerk be authorized and directed to execute the renewed Contribution Agreement (attached as Appendix D to Report 10-004), between the City of Hamilton and Citizenship and Immigration Canada, with respect to the Hamilton Immigration Partnership funding, in a form satisfactory to the General Manager, Community Services and the City Solicitor.

FOR THE INFORMATION OF COMMITTEE:

(a) CHANGES TO THE AGENDA (Item 1)

The Committee Clerk advised of the following change to the agenda:

(i) Added as Item 8.4: Report CS10043 - Renewal of Funding from Citizenship and Immigration Canada to Develop and Implement an Immigration Strategy (City Wide)

The agenda for the March 24, 2010 Emergency & Community Services Committee meeting was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were none declared.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)

3.1 March 3, 2010

The Minutes of the March 3, 2010 Emergency & Community Services Committee meeting were approved, as presented.
(d) Delegation Request submitted by Maggie Hughes, respecting Emergency Prevention through the use of Green Roofs and Walls (Item 4.1)

The delegation request submitted by Maggie Hughes, respecting Emergency Prevention through the use of Green Roofs and Walls, was approved.

(e) Advisory Committee Minutes (Items 5.4)

The following Advisory Committee Minutes were received:

(i) Hamilton Youth Advisory Committee Minutes, dated January 19, 2010 (Item 5.1)
(ii) Arts Advisory Commission Minutes, dated January 26, 2010 (Item 5.2)
(iii) Seniors Advisory Committee Minutes, dated January 8, 2010 (Item 5.3)
(iv) Seniors Advisory Committee Minutes, dated February 5, 2010 (Item 5.4)

(f) Code Zero Report from January 1, 2009 to December 31, 2009 (HES10007) (City Wide) (Item 7.1)

Brent Browett, Director, Emergency Medical Services/Deputy Chief, provide a PowerPoint presentation respecting the Code Zero Report from January 1, 2009 to December 31, 2009 (HES10007). S. Dewar, Manager of Operations, Quality Improvement & Regulatory Compliance L. James, Emergency Medical Services Supervisor, were also in attendance and circulated among Committee members various EMS equipment for their information.

A copy of the presentation is on file in the Office of the City Clerk or on line at www.hamilton.ca.

Staff was directed to investigate whether or not the gap between the $7 million dollar download to Hamilton Emergency Medical Services for patient off loading at hospitals, and the $462,000 provided by the Province to the municipality to fund one Registered Nurse to assist with patient off loading at hospitals, has been incorporated into the $147 million dollar budget shortfall for the City of Hamilton, due to provincial downloading, and report back to the Emergency and Community Services Committee.

(g) Implementation Strategy for the Blueprint for Emergency Shelter Services (CS09015(b)) (City Wide) (Item 7.2)

(h) Outstanding Business List Items (Item 11):

(a) The following items were removed from the Outstanding Business List:

(i) Item “AA” – Blueprint for Emergency Shelter Services, was considered completed and removed from the Emergency & Community Services Committee’s Outstanding Business List.

(ii) Item “G” – Gore Park Master Plan – Memorials Honouring Hamilton Military personnel was considered complete and removed from the Emergency & Community Services Committee’s Outstanding Business List.

(ii) Item “W” – Costs and Feasibility Associated with the Hamilton Historical Board’s Proposed Changes to the August Civic Holiday, was considered complete and removed from the Emergency & Community Services Committee’s Outstanding Business List.

(b) The proposed new due dates for the following Emergency & Community Services Committee’s Outstanding Business List Items were approved:

(i) Item “E” - Adequacy of Ontario Works Social Assistance Rates and the Economic Impact of Ontario Child Benefit Monies
Current Due Date: March 24, 2010
Proposed New Due Date: April 21, 2010

(ii) Item “J” – Investigation of Lands Suitable for the Development of Recreation Facilities and Seniors Centres
Current Due Date: March 24, 2010
Proposed New Due Date: May 19, 2010

(iii) Item “T” - Accessibility & Funding for Social Affordable Housing
Current Due Date: March 24, 2010
Proposed New Due Date: April 7, 2010

(iv) Item “U” – Ensuring Safe, Healthy and Adequate Food for Those in Need
Current Due Date: March 24, 2010
Proposed New Due Date: April 21, 2010

(v) Item “U” – Players Paradise Sports Complex – New Hockey Facility in Stoney Creek
Current Due Date: March 24, 2010
Proposed New Due Date: April 21, 2010
(vi) Item “V” – Players Paradise Sports Complex – New Hockey Facility in Stoney Creek
   Current Due Date: March 24, 2010
   Proposed New Due Date: April 21, 2010

(j) ADJOURNMENT (Item 13)

   There being no further business, the Emergency & Community Services Committee meeting adjourned at 2:45 p.m.

   Respectfully submitted,

   Councillor R. Pasuta, Chair
   Emergency & Community Services Committee

Stephanie Paparella
Legislative Assistant
March 24, 2010
EMERGENCY MEDICAL SERVICES
CROSS BORDER BILLING
CALCULATION OF FIXED COST PER CALL

**AMBULANCE RATE:**

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Average Call Length: 80

Cost per Call: $175.00

For an Ambulance response with two (2) Paramedics.

**EMERGENCY RESPONSE UNIT RATE:**

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<td>ACP Hourly Rate</td>
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Average Call Length: 80

Cost per Call: $127.00

For an Emergency Response Unit (ERU) response with one (1) Paramedic.
MUTUAL RELEASE (WHERE CITY OF HAMILTON MAKES PAYMENT)

WHEREAS the City of Hamilton ("CoH") is responsible for payment for all ambulance calls within the geographic boundaries of the City of Hamilton in the Province of Ontario;

AND WHEREAS The Corporation of the County of XXXX ("XXXX") is responsible for payment for all ambulance calls within the geographic boundaries of the County of XXXX in the Province of Ontario;

AND WHEREAS, in the interests of public health and welfare, CoH responds to ambulance calls within the geographic boundaries of the County of XXXX, and, XXXX responds to ambulance calls within the geographic boundaries of the City of Hamilton (the “Ambulance Calls”) for the purposes of providing prompt response times;

AND WHEREAS in the fiscal years commencing January 1, 2008 and ending on December 31, 2009 inclusive (the “Applicable Fiscal Period”), the County of XXXX made more Ambulance Calls within the geographic boundaries of the City of Hamilton than the Ambulance Calls that CoH made within the geographic boundaries of the County of XXXX, the particulars of which are annexed hereto as Schedule “A”;

AND WHEREAS CoH has agreed to remit to XXXX a one-time payment in the amount of ____________________ DOLLARS ($_________.____) to compensate XXXX for the net Ambulance Calls during the Applicable Fiscal Period (the “Net Ambulance Calls”), the breakdown of which is annexed hereto as Schedule “A” (the “Ambulance Call Payment”);

AND WHEREAS XXXX and CoH have agreed to execute this document for the purpose of confirming that the Ambulance Call Payment represents a full and final resolution for all amounts owing for the Net Ambulance Calls that were made during the Applicable Fiscal Period;

IN WITNESS WHEREOF XXXX on the one hand and CoH on the other hand for themselves and on behalf of their successors and assigns in consideration of the Ambulance Call Payment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby irrevocably release, remise and forever discharge each other from and against any and all manner of actions, costs, liabilities, causes of actions, costs, suits, proceedings, covenants, contracts, claims, damages and demands whatsoever which each ever had, now has, can or shall, or may hereafter have against the other in connection with the costs for all Ambulance Calls during the Applicable Fiscal Period.

AND for the said consideration, the parties further agree not to make any claim or take any proceedings in connection with any claims released herein against any other person or corporation who might claim contribution or indemnity or declaratory relief from the parties discharged by this Mutual Release.
IT IS UNDERSTOOD AND AGREED that the mutual release herein shall relate only to each party’s costs for the Ambulance Calls. In the event a claim is made by a third party in connection with the Ambulance Calls, this mutual release shall not serve to preclude either party from seeking relief from the other in connection with such third party claims.

IT IS ACKNOWLEDGED AND AGREED that the Province of Ontario may implement legislation that could impact the required payments for Ambulance Calls for the Applicable Fiscal Period. In the event that the Province of Ontario passes legislation that has effect of amending the Ambulance Call Payment for the Applicable Fiscal Period, CoH and XXXX hereby acknowledge that the Ambulance Call Payment in the amount of ___________________ DOLLARS ($_________.____) for the Applicable Fiscal Period shall be returned to CoH and such legislation shall govern any payment required from CoH to XXXX for the Net Ambulance Calls for the Applicable Fiscal Period. In such event, this Mutual Release shall be null and void and the parties shall comply with the said legislation. Upon completing any payment required by the said legislation, XXXX and CoH shall execute a Mutual Release in a form satisfactory to their respective solicitors.

IT IS FURTHER UNDERSTOOD AND AGREED that unless otherwise agreed by the parties, any method of calculation to determine the Ambulance Call Payment shall not necessarily be the criteria upon which payments for Ambulance Calls will be determined for periods other than the Applicable Fiscal Period.

IT IS FURTHER AGREED that all parties will execute such further and other documents and assurances as may be reasonably required in order to give effect to this agreement.

THIS MUTUAL RELEASE shall enure to the benefit of the parties hereto, their successors and assigns, and shall be binding upon the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release as of the ______ day of______________, 201__. 

CITY OF HAMILTON

Per: Mayor

Per: City Clerk

THE CORPORATION OF THE XXXX

Per: ,

Per: ,
<table>
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<th>Year</th>
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<th>CoH Calls in xx</th>
<th>Net Calls</th>
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<th>Amount Owing</th>
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MUTUAL RELEASE (WHERE CITY OF HAMILTON RECEIVES PAYMENT)

WHEREAS the City of Hamilton ("CoH") is responsible for payment for all ambulance calls within the geographic boundaries of the City of Hamilton in the Province of Ontario;

AND WHEREAS The Corporation of the County of XXXX ("XXXX") is responsible for payment for all ambulance calls within the geographic boundaries of the County of XXXX in the Province of Ontario;

AND WHEREAS, in the interests of public health and welfare, CoH responds to ambulance calls within the geographic boundaries of the County of XXXX, and, XXXX responds to ambulance calls within the geographic boundaries of the City of Hamilton (the “Ambulance Calls”) for the purposes of providing prompt response times;

AND WHEREAS in the fiscal years commencing January 1, 2008 and ending on December 31, 2009 inclusive (the “Applicable Fiscal Period”), CoH made more Ambulance Calls within the geographic boundaries of the County of XXXX than the Ambulance Calls that the County of XXXX made within the geographic boundaries of the City of Hamilton, the particulars of which are annexed hereto as Schedule “A”;  

AND WHEREAS XXXX has agreed to remit to CoH a one-time payment in the amount of ____________________________ DOLLARS ($_________.____) to compensate CoH for the net Ambulance Calls during the Applicable Fiscal Period (the “Net Ambulance Calls”), the breakdown of which is annexed hereto as Schedule “A” (the “Ambulance Call Payment”);

AND WHEREAS XXXX and CoH have agreed to execute this document for the purpose of confirming that the Ambulance Call Payment represents a full and final resolution for all amounts owing for the Net Ambulance Calls that were made during the Applicable Fiscal Period;

IN WITNESS WHEREOF XXXX on the one hand and CoH on the other hand for themselves and on behalf of their successors and assigns in consideration of the Ambulance Call Payment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby irrevocably release, remise and forever discharge each other from and against any and all manner of actions, costs, liabilities, causes of actions, costs, suits, proceedings, covenants, contracts, claims, damages and demands whatsoever which each ever had, now has, can or shall, or may hereafter have against the other in connection with the costs for all Ambulance Calls during the Applicable Fiscal Period.

AND for the said consideration, the parties further agree not to make any claim or take any proceedings in connection with any claims released herein against any other person or corporation who might claim contribution or indemnity or declaratory relief from the parties discharged by this Mutual Release.
IT IS UNDERSTOOD AND AGREED that the mutual release herein shall relate only to each party’s costs for the Ambulance Calls. In the event a claim is made by a third party in connection with the Ambulance Calls, this mutual release shall not serve to preclude either party from seeking relief from the other in connection with such third party claims.

IT IS ACKNOWLEDGED AND AGREED that the Province of Ontario may implement legislation that could impact the required payments for Ambulance Calls for the Applicable Fiscal Period. In the event that the Province of Ontario passes legislation that has the effect of amending the Ambulance Call Payment for the Applicable Fiscal Period, CoH and XXXX hereby acknowledge that the Ambulance Call Payment in the amount of ______________________ DOLLARS ($_________.____) for the Applicable Fiscal Period shall be returned to XXXX and such legislation shall govern any payment required from XXXX to CoH for the Net Ambulance Calls for the Applicable Fiscal Period. In such event, this Mutual Release shall be null and void and the parties shall comply with the said legislation. Upon completing any payment required by the said legislation, XXXX and CoH shall execute a Mutual Release in a form satisfactory to their respective solicitors.

IT IS FURTHER UNDERSTOOD AND AGREED that unless otherwise agreed by the parties, any method of calculation to determine the Ambulance Call Payment shall not necessarily be the criteria upon which payments for Ambulance Calls will be determined for periods other than the Applicable Fiscal Period.

IT IS FURTHER AGREED that all parties will execute such further and other documents and assurances as may be reasonably required in order to give effect to this agreement.

THIS MUTUAL RELEASE shall enure to the benefit of the parties hereto, their successors and assigns, and shall be binding upon the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release as of the __________ day of __________ , 201__.

CITY OF HAMILTON

_______________________________________________
Per: Mayor

_______________________________________________
Per: City Clerk

THE CORPORATION OF THE XXXX

_______________________________________________
Per:

_______________________________________________
Per:
## SCHEDULE “A”

City of Hamilton and County of XXXX

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March 3, 2010

Tim Rees
Immigration Strategy Program Manager
Community Services Department
City of Hamilton
1 Hughson St. N., 2nd Floor
Hamilton, ON
L8R 3L5

Dear Service Provider,

RE: Contract Amendment – File#: EH 03331510
Enclosed are three copies of the contract Amendment to amend the above noted project. Please read them carefully and sign all areas marked with a yellow “Sign Here” sticker and return them to your officer. Signatures and initials must be of persons who occupy positions designated as legal signing authorities by our corporate laws. If you have a corporate seal, affix it over the signatures in the Agreement. It does not have to be affixed to any other part of the contract.

It must be fully recognized by those persons signing on behalf of an organization which is not legally incorporated, that they are signing in their personal capacity. Accordingly, they agree to be personally, jointly and severally responsible for all of the undertakings and obligations (including financial obligations) of the project under the Agreement.

An official copy of the Contract Amendment will be returned to you after it is signed by the commission. In the meantime, you may wish to make a copy to the Agreement for your records.

Please do not write anything on the pages contained within the Agreement, except where indicated.

If you have any questions, do not hesitate to contact: Angelo Raimondo at (905) 570-7234

Yours truly,

Angelo Raimondo
Settlement Officer
Hamilton, ON

Canada
CONTRIBUTION AGREEMENT

Between:

Her Majesty the Queen in right of Canada,

as represented by the

Minister of Citizenship and Immigration

(hereinafter referred to as the "Department")

55 Bay Street North

Hamilton, ON

L8R 3P7

(address)

and

City of Hamilton

(hereinafter referred to as the "Service Provider")

1 Hughson Street North, 2nd Floor

Hamilton, ON

L8P 3L5

(address)

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

Host Program □

Immigrant Settlement and Adaptation Program (ISAP)

□ ISAP – STREAM A

☒ ISAP – STREAM B

Language Instruction for Newcomers to Canada (LINC) Program

□ Linguistic Eligibility Determination

□ Training

□ Delivery Assistance

Resettlement Assistance Program (RAP)

□ RAP – STREAM A

□ RAP – STREAM B

and has applied to the Department for funding under the said Program;

and the Department wishes to provide a contribution to the Service Provider to assist it in carrying out such services;

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

1.0 AGREEMENT

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

☒ the Contribution Agreement;

☒ Schedule 1, entitled Description of Services;

☒ Schedule 2.1, entitled Description of Eligible Costs for ISAP, Host, and RAP – Stream B;

□ Schedule 2.2, entitled Description of Eligible Costs for LINC;

□ Schedule 2.3, entitled Description of Eligible Costs for RAP – Stream A;

☒ Schedule 3, entitled Terms of Payments;

☒ Schedule 4, entitled Supplementary Terms and Conditions
2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to a contribution agreement that is subject to being accounted for and audited.

2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to eligible clients' resettlement, adaptation, settlement and integration.

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

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

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

2.5 "Eligible client" means:

a) For Host, ISAP, and LINC:

i) A person in any immigrant category or class who is either a Permanent Resident of Canada but who has not become a Canadian citizen; or
ii) A Protected Person as defined in Section 95 of the Immigration and Refugee Protection Act (IRPA); or
iii) A person in Canada, whose application for Permanent Resident status is being processed in Canada, and who has been informed, by a letter from Citizenship and Immigration Canada, of the initial approval of the application subject to an admissibility assessment; and

additionally for LINC:

iv) An individual who has been assessed by a qualified assessor as eligible to receive language training. To access LINC services, persons must be of legal school-leaving age within their applicable province or territory; or

additionally for ISAP:

v) Temporary Residents working in Canada with a work permit under the Live-In Caregiver Program; or
vi) For the Canadian Orientation Abroad initiative, a foreign national for whom a Permanent Resident Visa has been issued; or a foreign national who has been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of his/her Temporary Worker application under the Live-In Caregiver program; or
vii) For the Enhanced Language Training initiative, a person who meets the definition of "eligible client" for the LINC program as stated above and who is destined for the Canadian labour market.

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

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

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

i) Persons who have been selected to come to Canada as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes; or
ii) Persons whom Canada intends to select as members of the convention refugee abroad class, or members of the humanitarian-protected persons abroad classes; or
iii) Persons whom Canada is considering for selection as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes.
iv) Persons who are issued a temporary resident permit pursuant to section 24 of the IRPA initially applied for admission to Canada as members of the Convention refugee abroad class; or members of the humanitarian-protected persons abroad classes.

v) Persons, and their accompanying or non-accompanying family members, who are selected under section 25 of the IRPA for the purposes of urgent protection as described in paragraph (vii) of "Eligible Client" (Domestic Component—Clients located in Canada) who Canada has selected, intends to select or is considering selecting.

2.6 "Temporary accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.

2.7 "Funding period" means the period specified in Schedules 2.1, 2.2, or 2.3 in the section entitled Duration of Activity / Funding Period.

2.8 "Term of Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one year after the end of the funding period.

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

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

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

   a) directly related to and necessary for the provision of the services;
   b) reasonable; and 
   c) allowable expenditures for the provision of the services.

3.3 In addition the service provider agrees:

   a) The Department’s contribution to salaries/wages shall not exceed the amounts as set out in Schedule 2.1, 2.2, or 2.3; 
   b) Funds shall not be transferred into the Administrative cost category or transferred into or out of capital costs category or provisions for the disabled category without the prior written approval of the Department;
   c) Funds may be transferred into or out of other cost categories without the prior written approval of the Department, unless otherwise limited in Schedule 4, and provided that the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3 is not exceeded;
   d) For the RAP program, the temporary accommodation, food and incidental per person rates as set out in Schedule 2.3 cannot be changed without Departmental approval;

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

3.5 Notwithstanding any other provision of this Agreement:

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

3.6 Notwithstanding section 3.1:

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

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION
4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the contribution by reimbursement, upon receipt from the Service Provider of claims for eligible costs as identified in section 2.3.

4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and to there being funds available; furthermore, should the Department’s funds be reduced by Parliament, the Department may reduce or cancel the contribution.

4.3 Claims for reimbursement of eligible costs are to include supporting documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.

4.4 Claims for reimbursement from the Service Provider should be submitted for periods not exceeding 90 days, unless specified otherwise in Schedule 4.

4.5 Exceptionally, in accordance with the Terms of Payments set out in Schedule 3 and the Treasury Board’s Policy on Transfer Payments, the Department may make advance payments of a contribution in approved cases, where it has been demonstrated in a written statement that the cash flow of the Service Provider is insufficient to carry out the services.

4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period with the exception of the expense of an auditor’s statement that may be incurred after the end of the funding period, if such a statement is required by the Department.

4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Service Provider from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Service Provider shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the Interest and Administrative Charge Regulations will apply.

4.8 Amounts due to the Service Provider under this Agreement may be set off against amounts owing to the Crown under legislation of previous agreements.

5.0 SERVICE PROVIDER’S OBLIGATIONS

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

5.1 To submit to the Department, either before or within 30 days after the commencement of the Agreement, a declaration of funds received from any or all sources for activities related to the Agreement. Any changes in the funding level from other sources for activities related to the Agreement in Schedule 1 or 4 shall be submitted during each reporting period in which a change occurs.

5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;

5.3 To ensure that all personnel designated by the Service Provider to provide the services described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

5.4 To inform clients of services available in the client’s official language through other organizations. In addition, the Service Provider agrees to:

a) ☐ additional requirements under this section (5.4) are not applicable as identified by the Department; or
b) ☐ organize activities, projects, and programs to meet the needs of the two official language communities; or
c) ☐ consult annually with official language minority communities about settlement and re-settlement needs for Host, LINC Linguistic Eligibility Determination, ISAP — Stream A, and RAP — Stream A only. Such consultations may be conducted in conjunction with other organizations, particularly in locations where there is more than one service provider.

5.5 To adhere to the following additional Official Language requirements:

a) ☐ additional requirements under this section (5.5) are not applicable as identified by the Department; or
b) ☐ if the Service Provider is
   ☐ located in the National Capital Region or outside of Canada; or
   ☐ providing services that are national in scope; or
   ☐ required to offer services in both official languages based on an assessment of local need by the Department; then the Service Provider will
   i) ☐ Provide services of equal quality to the general public in both official languages, and to individuals and specific publics in the language of their choice, and
   ii) ☐ Make the public aware through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication, of the existence of such services;
5.6 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;

5.7 To ensure that all members of the Board of Directors:
   a) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
   b) are fully informed about the management and operations of the Service Provider;
   c) are familiar with the principles of Board governance.

5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department; and

5.9 Where LINC agreements include provision of funds for childminding or daycare services:
   a) Where dependent children receive such services on the same premises in which their parent(s) /
      guardian(s) attend LINC classes, the Service Provider must ensure all provisions of the National LINC
      Childminding Requirements and where applicable, the provincial/territorial legislation(s) for licensed
      daycare are met. Where certain provisions of the National Childminding Requirements are to be phased
      in over a period of time, the Department shall provide written notification to the Service Provider
      identifying the specific provision and the date it comes into effect.
   b) Where dependent children are placed in facilities on premises separate from those where LINC classes
      are provided, the Service Provider must ensure that the contracted third party is licensed by the
      province/territory.

6.0 INFORMATION AND PROGRAM MONITORING REQUIREMENTS

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

6.1 During the entire funding period, the Service Provider will:
   a) ensure that authorized representatives of the Department are permitted reasonable access, during
      normal business hours, to all premises on which services are being provided under this Agreement, or
      which provide support for these services, in order to monitor all aspects of the Service Provider's
      compliance with its obligations under this Agreement, including the delivery of services in both official
      languages where applicable; and
   b) keep and maintain records containing the following information about each eligible client to whom
      services are provided:
      i) Immigration identification number (eight-digit numeric Client ID number; IMM 1000 number on the
         Record of Landing; IMM 5292 number or IMM 5509 number; Temporary Resident Permit number;
         Ministerial Permit number);
      ii) surname;
      iii) given name(s); and
      iv) date of birth.

6.2 During the entire term of the Agreement, the Service Provider will:
   a) keep and maintain proper books and records in accordance with generally accepted business and
      accounting principles and practices, of all assets and liabilities held, all revenues from all sources, and all
      expenses incurred and paid out in connection with this Agreement; and
   b) retain all invoices, receipts, cancelled cheques, vouchers and other supporting documents relating to the
      books and records (including final financial statements).

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

General requirements for all programs:
   a) a brief narrative report on the achievement of performance objectives identified in Schedule 1, including
      an assessment of successes, obstacles and opportunities encountered by the Service Provider in
      providing the services;
   b) statistical data as the Department may, from time to time, specify in writing; and,
   c) in addition to any reporting requirements identified in Schedule 1 or 4, the following requirements for
      which services are provided under the selected program:

Requirements specific to particular programs:
   □ Host program:
      i) the number of clients, broken down by gender, to whom services were provided;
      ii) the number and type of services provided to the clients;
      iii) the number of clients served in each official language;
      iv) the number of volunteers providing services
   □ ISAP – Stream A program:
v) the number of clients, broken down by gender, to whom services were provided;
vi) the number and type of services provided to the clients;
vii) the number of clients served in each official language;
viii) additional requirement for Canadian Orientation Abroad (COA) only: the number of participants who received transportation assistance, and the number of children for whom child-minding services were provided, for the purpose of attending orientation sessions

☐ LINC Linguistic Eligibility Determination (LED) Program:
ix) a list of clients, broken down by gender, area of residence, and tested level of competency in one of Canada’s official languages

☐ LINC Language Training Program:
x) a list of clients, broken down by gender, who received instruction, together with a record of each client’s class attendance;
xii) the number of clients who received transportation assistance;
xiii) the number of children of clients for whom child-minding services were provided;
xiv) the number of clients who successfully completed language instruction, broken down by gender and level of achievement;
xv) the number of clients, broken down by gender, who left the program for reasons other than (xiii)

☐ RAP – Stream A program:
xvi) the number of hours of each RAP service provided to each eligible client;
xvii) the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.

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

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

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

6.6 During the entire term of the Agreement, for greater certainty, further to section 6.1 b), the Service Provider shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program. This includes compliance with the national data collection and reporting requirements as outlined in Schedule 4. The Service Provider shall use the Internet-based Immigration- Contribution Accountability Measurement System (ICAMS) or the Automated Reservation System (ARS) and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency.

6.7 Unless otherwise specified in Schedule 1, the Service Provider shall submit to the Department, within thirty (30) days of the end of the funding period, a final claim for eligible costs (with supporting documents if requested by the Department), including a declaration of funds received from any and all sources, statements of progress, both statistical and narrative, and completed evaluations of services.

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

7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Information collected or maintained by the Service Provider for the purposes of providing services and fulfilling its obligations pursuant to this Agreement is subject to the provisions of the applicable provincial/territorial privacy and access to information legislation or the Personal Information Protection and Electronic Documents Act (S.C. 2000, c.5), whichever is applicable.

Personal information collected or maintained by the Service Provider for the purposes of providing services and fulfilling its obligations pursuant to this Agreement shall be treated as confidential and not disclosed to any person except in accordance with applicable law.
7.2 In addition to 7.1 above as it relates to section 6.6 specifically, the Service Provider agrees to:

a) distribute to each client the pamphlet *Gathering Information to Better Meet the Needs of Newcomers to Canada*, or;

b) keep the pamphlet in sufficient quantities in a location visible to all clients for their easy access, or;

c) if the client is illiterate, verbally transmit in a summary way, within the capacity of the Service Provider, the contents of the pamphlet; and

d) post at least one copy of the accompanying poster provided by the Department in each official language in a location visible to clients; and

e) comply with *ICAMS Security Requirements for Service Provider Organizations* and other related departmental policies and instructions governing security matters.

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

8.0 DEFAULT

8.1 The following constitute events of default:

a) The Service Provider becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.

b) An order is made or a resolution is passed for the winding up of the Service Provider, or the Service Provider is dissolved.

c) The Service Provider is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.

d) The Service Provider has submitted false, misleading, or inaccurate information to the Department.

e) In the opinion of the Department, the Service Provider has failed to provide the services in an acceptable manner.

f) The activities or anticipated activities of the Service Provider are contrary to Canadian law.

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

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

a) by written notice to the Service Provider in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department’s satisfaction;

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

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

a) the Service Provider shall dispose of assets as outlined in section 11.0 of this Agreement; and

b) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

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

9.0 THIRD PARTY

9.1 This Agreement is an agreement for a contribution to the Service Provider only; and nothing in it or done pursuant to it is to be construed as constituting the Service Provider as the Department's agent, representative, employee or co-venturer. The Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 More specifically, the Service Provider shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Service Provider of its obligations pursuant to this Agreement, including, but not limited to, the following:

a) non-payment by the Service Provider of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Service Provider becomes bankrupt or insolvent or is placed in receivership;

b) any injury or death of a person;
c) any loss or damage to property caused or alleged to be caused by the Service Provider or its servants or agents in carrying out the services;

9.3 As soon as the existence of a claim from a third party as described in section 9.2(e) is made known to the Department, the department is entitled to prohibit the Service Provider from making further use of the hardware or software described above and to issue instructions to the Service Provider regarding such claims. If the Service Provider does not comply with any instructions issued by the Department pursuant to section 9.2(e) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Service Provider is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Service Provider, that they shall also be personally, jointly and severally liable for any and all obligations of the Service Provider under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Service Provider contracts for products or services which are the subject matter of this Agreement, the Service Provider must:

9.7 Additionally, the Service Provider must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:

10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the services, the Service Provider produces any work subject to intellectual property rights, these rights shall vest in the Service Provider.

10.3 Where the production of the work has been funded, in whole or in part, by the contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.

10.4 Additionally, with respect to any work licensed under this Section, the Service Provider:

10.5 If the Service Provider is involved, either in or out of court, in a claim by a third party relating to the infringement of its intellectual property rights, the Service Provider must inform the Department immediately in writing of the claim.

10.6 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

11.1 That such assets be insured for replacement costs;

11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Service Provider. The inventory
should include sufficient information such as purchase date, make, model and serial number for easy identification of the assets;

11.3 That the Service Provider neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.

11.4 That at the termination of the Agreement, the Service Provider ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:

a) be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no longer be claimed for reimbursement; or

b) be turned over to a registered charitable organization, assigned to another organization (as approved by the Department), or retained by the Agreement holder.

12.0 GENERAL

12.1 This Agreement and its attached Schedules and any written instructions issued pursuant to its provisions constitute the entire agreement between the Department and the Service Provider with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

12.2 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.

12.3 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.

12.4 This Agreement is binding on the Parties and their successors and permitted assigns.

12.5 This Agreement may be amended with the mutual consent of the Service Provider and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Service Provider and the Department. Any amendment shall take effect as of the date the Agreement is signed by the last of the two parties to do so.

12.6 The Department may, by notice to the Service Provider, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than three month(s) written notice of intention to terminate. In the event of a termination notice being given by the Department under this section:

a) The Service Provider shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.

b) All eligible costs incurred by the Service Provider up to the date of termination, not exceeding the maximum amount of the Department's contribution payable under this Agreement, will be paid by the Department, including the Service Provider's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Service Provider and the same are reasonable and properly attributable to the termination of the Agreement.

c) The amount of any contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Department.

12.7 Any notice to either party with respect to this Agreement shall be effectively given if delivered or sent by letter, e-mail or facsimile to the address of the party shown on the first page of this Agreement. Any notice that is mailed shall be deemed to have been received five days from the date sent as determined from the postmark, and any notice sent by e-mail or facsimile shall be deemed to have been received one working day after being sent.

12.8 The Service Provider represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.

12.9 The Service Provider represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Service Provider enforceable with its terms.

12.10 The Service Provider represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.

12.11 The Service Provider and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Service Provider and the Department are related as partners, joint ventures or principal and agent in any way or for any purpose.

12.12 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of
the Service Provider in carrying out its obligations under this agreement, and the Service Provider will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.

12.13 The Service Provider will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have intellectual property rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Service Provider will indemnify and save harmless the Department from any such claims.

12.14 When direct client services are provided, the Service Provider shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Service Provider's services are funded by the Government of Canada.

12.15 Where in the opinion of the Department there is a demand, the Service Provider will ensure that services and documentation intended for public use be available in both of Canada's official languages.

12.16 The Service Provider shall also publicly acknowledge the Government of Canada's contribution in the following manner:

a) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative".

b) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.

12.17 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.

12.18 The Service Provider warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

12.19 No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders.

12.20 It is a term of this Agreement that no current or former holder of a public office in the Government of Canada will obtain a direct or indirect benefit from this Agreement, or that if he/she does, he/she has satisfied the requirements of the Conflict of Interest and Post-Employment Code for the Public Service.

12.21 Any person lobbying on behalf of the Service Provider must be registered pursuant to the Lobbyist Registration Act.

12.22 The Parties agree that unless otherwise specified in writing in this Agreement, the law of the province wherein the Service Provider is located shall be the applicable provincial law.

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

[Date]

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

[Date]

[Signature]

[Date]
LOCAL IMMIGRATION PARTNERSHIPS (LIPs)

Project Description

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

Objectives

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

Activities

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

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

Definition of a Partnership Council

4. For the purpose of this agreement, a partnership council is defined as a group made up of representatives from community organizations that provide services to or have an interest in the integration of newcomers. Members can be drawn from local and regional governments, local associations or bodies, regional employment networks, economic development corporations. The partnership council is to meet regularly to develop a coordinated, comprehensive and strategic
approach to immigration and integration that fits the needs of the community it represents. To advance the labour market component of a settlement strategy, the council is to liaise and consult with labour market networks in its community such as the Integrated Local Labour Market Initiative and labour market development councils. The partnership council is also required to coordinate and establish linkages with any other community planning initiatives conducted by the applicable municipal government that may be underway during the life of this agreement.

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

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

Deliverables:

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

- To establish terms of reference as detailed under the section “Definition of a Partnership Council” and provide a copy to CIC within three months of the start of the funding period.
- To hold a minimum of 6 meetings during the FY1 and a minimum of 9 meetings during FY2.
- To prepare minutes for each meeting and to submit a copy to CIC with the following month’s payment claim and narrative report on the activities of the council by no later than the 10th of each month.

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

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

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

Dates for Deliverables

9. The service provider agrees to submit to CIC the following deliverables on the dates specified below:

- The Partnership Council’s Terms of Reference within three months of the start date of the agreement
- A draft of the local settlement strategy and the action plan to implement it submitted approximately six to eight weeks prior to the end of the agreement
- A final draft to be submitted two weeks prior to the end date of the agreement.
- Monthly claims and narrative reports on the activities of the council to be submitted by the 10th of the following month; and minutes of the meetings by the 10th of the following month in which the meeting occurred.

Applicant’s Proposal

10. The service provider agrees that its proposals entitled City of Hamilton Proposal Submission, dated May 6, 2008 and Hamilton Immigration Partnership Council Budget 2010-2011 are an integral parts of this agreement; and that the wording in this agreement is authoritative and definitive in the event there are differences between this agreement and the aforementioned proposals.
### Integration Programs - Schedule 2.1

**Description of Eligible Costs for Immigrant Settlement and Adaptation Program (ISAP)**

<table>
<thead>
<tr>
<th>1. NAME OF SERVICE PROVIDER</th>
<th>ISAP - Stream A</th>
<th>ISAP - Stream B</th>
<th>RAP - Stream B</th>
<th>OFFICE USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Hamilton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. ADDRESS</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 HUGHSON STREET North, 2nd Floor Hamilton, ON L8R 3L5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. TELEPHONE NUMBER</th>
<th>FACSIMILE NUMBER</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(905) 546-2424</td>
<td>(905) 546-2424</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 4. DESCRIPTION OF SERVICES   | ISAP - B: Local Immigration Partnerships (LIPs) |            |                |            |

**CIC CONTRIBUTION - See attached for cost items details**

<table>
<thead>
<tr>
<th>6. COST CATEGORY</th>
<th>FY 1 2009 - 2010</th>
<th>FY 2 2010 - 2011</th>
<th>FY 3</th>
<th>FY 4</th>
<th>FY 5</th>
<th>LINE ITEM TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs of Services</td>
<td>$188,006</td>
<td>$323,345</td>
<td></td>
<td></td>
<td></td>
<td>$511,351</td>
</tr>
<tr>
<td>Program Delivery</td>
<td>$64,301</td>
<td>$69,800</td>
<td></td>
<td></td>
<td></td>
<td>$134,101</td>
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<tr>
<td>Special Costs:</td>
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<td></td>
</tr>
<tr>
<td>Capital</td>
<td>$32,888</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$32,888</td>
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<tr>
<td>Eligible GST HST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Contribution</td>
<td>$285,195</td>
<td>$393,145</td>
<td></td>
<td></td>
<td></td>
<td>$678,340</td>
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</table>

**DURATION OF ACTIVITY / FUNDING PERIOD**

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>07</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31</td>
</tr>
<tr>
<td>03</td>
<td>2011</td>
</tr>
</tbody>
</table>

**FUNDING PROVIDER SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

**DEPARTMENT SIGNATURE**

**FOR AMENDMENTS ONLY: REASON FOR AMENDMENT:**

- [X] INCREASE of [ ] DECREASE by AMOUNT $393,145

**New Agreement to include FY 2.**

**OFFICIAL USE ONLY**

- [ ] AGREEMENT PRE-AMENDMENT - SIGNATURE
- [ ] AGREEMENT AMENDMENT - SIGNATURE
- [ ] CERTIFIED THAT FUNDS ARE AVAILABLE IN ACCORDANCE WITH DECREED OF THE P.A.A. - SIGNATURE

**DATE**

- [ ] 03/03/2009
- [ ] 03/03/2009
- [ ] 03/03/2009

**CONSTITUENCY NUMBER**

- [ ] 107

**FUNDING NUMBER**

- [ ] 107

**PRE-AUDIT - INITIAL**

- [ ] 03/03/2009

**DATA CAPTURE - INITIAL**

- [ ] 03/03/2009

**TOTAL**

- [ ] 03/03/2009

**FUNDING CODE**

- [ ] 03/03/2009

**FUND**

- [ ] 03/03/2009

**COST CENTRE**

- [ ] 03/03/2009

**G/L ACCOUNT**

- [ ] 03/03/2009

**INTERNAL ORDER**

- [ ] 03/03/2009

**AMOUNT**

- [ ] 03/03/2009

**IMM 5293 (2008-11) E** (DISPONIBLE EN FRANÇAIS - IMM 5290 F)
### Integration Programs - Schedule 2.1

#### Breakdown of Eligible Costs for Immigrant Settlement and Adaptation Program (ISAP)

<table>
<thead>
<tr>
<th>ADMINISTRATIVE:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Title or Item Description</strong></td>
<td><strong>Details</strong> (e.g., $/hr x hrs, $/ea, $/ea x qty)</td>
<td><strong>Amount for Fiscal Year</strong></td>
<td></td>
</tr>
<tr>
<td>Program Manager</td>
<td>see details</td>
<td>$73,005</td>
<td></td>
</tr>
<tr>
<td>Program Secretary</td>
<td>see details</td>
<td>$31,407</td>
<td></td>
</tr>
<tr>
<td>Community Services Program Analyst</td>
<td>see details</td>
<td>$20,162</td>
<td></td>
</tr>
<tr>
<td>Social Policy Analyst</td>
<td>see details</td>
<td>$18,000</td>
<td></td>
</tr>
</tbody>
</table>

---

**Benefit/MERC (See additional details):**

- 157,728 x 23.97% = $36,276

**Total Administrative:**

- $188,006

---

### PROGRAM DELIVERY:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Job Title or Item Description</th>
<th>Details (e.g., $/hr x hrs, $/ea, $/ea x qty)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Office Space/Rent</td>
<td>6.5 months</td>
<td>$7,083</td>
</tr>
<tr>
<td></td>
<td>Surveys/Interviews</td>
<td></td>
<td>$35,000</td>
</tr>
<tr>
<td></td>
<td>BlackBerry/Cell phone</td>
<td></td>
<td>$1,215</td>
</tr>
<tr>
<td></td>
<td>Travel</td>
<td></td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>Professional Services: Facilitators, Consultants</td>
<td>32500/meeting x 8 meetings</td>
<td>$4,000</td>
</tr>
<tr>
<td></td>
<td>Communication Resources</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Benefit/MERC**

- Total Program Delivery: $64,301

---

### CAPITAL:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Job Title or Item Description</th>
<th>Details (e.g., $/item)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workstation, chair, data/electrical connections</td>
<td>4 x $7500</td>
<td>$30,000</td>
</tr>
<tr>
<td></td>
<td>Computer hardware lease</td>
<td>4 x $722</td>
<td>$2,888</td>
</tr>
</tbody>
</table>

**Total Capital:**

- $32,888

---

**GST/HST paid on purchases less input tax credit/refund:**

- Total Eligible GST/HST:

---

**Total Maximum CIC Contribution for Fiscal Year 1:**

- $285,195

---

**SERVICE PROVIDER SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

**DEPARTMENT SIGNATURE**

**DATE**

**DATE**

**DATE**

---

**DISPONIBLE EN FRANÇAIS:**

**REM 5293 (2006-11-E)**
# Integration Programs - Schedule 2.1

## Immigrant Settlement and Adaptation Program (ISAP)

### Additional Details of Eligible Costs

<table>
<thead>
<tr>
<th>City of Hamilton</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Details (h.r. hr/wk x # hrs/wk x # wks)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager 2009</td>
<td>56.59X35X23weeks + 4 days</td>
<td>$47,225</td>
</tr>
<tr>
<td>Program Manager 2010</td>
<td>57.54X35X12weeks + 4 days</td>
<td>$25,779</td>
</tr>
<tr>
<td>Program Secretary 2009</td>
<td>24.26X35X23weeks + 4 days</td>
<td>$20,211</td>
</tr>
<tr>
<td>Program Secretary 2010</td>
<td>24.99X35X12weeks + 4 days</td>
<td>$11,196</td>
</tr>
<tr>
<td>Community Services/Program Analyst 2009</td>
<td>32.35X24.5X23weeks + 4 days</td>
<td>$18,685</td>
</tr>
<tr>
<td>Community Services/Program Analyst 2010</td>
<td>33.32X24.5X12weeks + 4 days</td>
<td>$10,451</td>
</tr>
<tr>
<td>Social Policy Analyst 2009</td>
<td>34.64X14X23weeks + 4 days</td>
<td>$11,544</td>
</tr>
<tr>
<td>Social Policy Analyst 2010</td>
<td>35.47X14X12weeks + 4 days</td>
<td>$6,356</td>
</tr>
</tbody>
</table>

**Benefit/Rem:**
- OMESS - 8%
- Government benefits (CPP, EI, EHT) - 9%
- Group Life, LTD, Med & Dental - 8%

---

**Page Total**

---

**SERVICE PROVIDER SIGNATURE**

**DEPARTMENT SIGNATURE**

**DATE**

(DISPOUNIBLE EN FRANCAIS - IMM 5292 F)
## Integration Programs - Schedule 2.1
### Breakdown of Eligible Costs for Immigrant Settlement and Adaptation Program (ISAP)

### ADMINISTRATIVE:

<table>
<thead>
<tr>
<th>Job Title or Item Description</th>
<th>Details (e.g. $hr x # hrs/ week x # weeks, $/mo x # mos)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager</td>
<td>$95,011/hr x 35 hrs/week x 62 weeks</td>
<td>$103,078</td>
</tr>
<tr>
<td>Program Secretary</td>
<td>$50,012/hr x 35 hrs/week x 62 weeks</td>
<td>$56,608</td>
</tr>
<tr>
<td>Community Services Program Analyst</td>
<td>$32,483/hr x 35hrs/week x 62 weeks</td>
<td>$69,120</td>
</tr>
<tr>
<td>Social Policy Analyst</td>
<td>$32,483/hr x 35hrs/week x 62 weeks</td>
<td>$69,120</td>
</tr>
<tr>
<td>Telephone/ Fax</td>
<td>$15.17/month x 12 months x 4 phone lines</td>
<td>$540</td>
</tr>
<tr>
<td>Program Manager Cell Phone</td>
<td>$700/month x 12 months</td>
<td>$8,400</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>30.52/km x 461 km/month $250.12 x 12 months</td>
<td>$3,001</td>
</tr>
<tr>
<td>Professional Development</td>
<td>$500/staff x 4 staff</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

**Total Administrative:** $323,345

### PROGRAM DELIVERY:

<table>
<thead>
<tr>
<th>Job Title or Item Description</th>
<th>Details (e.g. $/hr x # hrs/ week x # weeks, $/mo x # mos)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>$250/month x 12 months</td>
<td>$3,000</td>
</tr>
<tr>
<td>Printing and Reproduction</td>
<td>Facts Sheets, Newsletters, Fliers, Discussion Papers</td>
<td>$10,000</td>
</tr>
<tr>
<td>Hardware Lease/Maintenance</td>
<td>$200/month x 12 months</td>
<td>$2,400</td>
</tr>
<tr>
<td>Facilitators and Consultant Expenses</td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Policy Position and Scholarly Research Papers</td>
<td></td>
<td>$20,000</td>
</tr>
<tr>
<td>Interpretation and Translation</td>
<td>By Certified interpreters and Translators</td>
<td>$10,000</td>
</tr>
<tr>
<td>Website Development and Maintenance</td>
<td></td>
<td>$8,400</td>
</tr>
</tbody>
</table>

**Total Program Delivery:** $69,800

### CAPITAL:

<table>
<thead>
<tr>
<th>Job Title or Item Description</th>
<th>Details (e.g. $/unit)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
</table>

**Total Capital:** $0

**GST/HST paid on purchases less input tax credit/ rebate:**

**Total Eligible GST/HST:** $0

**Total Maximum CIC Contribution for Fiscal Year 2:** $393,145
### Integration Programs - Schedule 2.1
Immigrant Settlement and Adaptation Program (ISAP)

<table>
<thead>
<tr>
<th>City</th>
<th>Job Title or Item Description</th>
<th>Details (in $, $10k x $10k x # min., $10k x # cases)</th>
<th>Amount for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Benefits and MERG's:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Program Manager (13.36% of $103,378)</td>
<td>CPP$ 406% EHT1 96%, EI 08%, OTHER 8.0%</td>
<td>$ 13,875</td>
</tr>
<tr>
<td></td>
<td>Program Secretary (20.68% of $45,868)</td>
<td>CPP$ 67% EHT 95%, EI 11.88%, OTHER 12.3%</td>
<td>$ 9,464</td>
</tr>
<tr>
<td></td>
<td>Community Svcs Pogram Artiz(3.48% of $59,120)</td>
<td>CPP$ 68% EHT 95%, EI 45%, OTHER 18.5%</td>
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</tr>
<tr>
<td></td>
<td>Social Policy Analyst (9.48% of $69,720)</td>
<td>CPPS 56% EHT 95%, EI 45%, OTHER 12.5%</td>
<td>$ 11,517</td>
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<tr>
<td></td>
<td>Total Benefits and MERG's:</td>
<td></td>
<td>$ 49,900</td>
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</table>

**NOTE:**
- OTHER includes:
  - OMERS
  - Group Life, LTD, Med & Dental
  - WSIB
- Percentages of each different for each employee
1.0 The Service Provider hereby acknowledges that no advance payments shall be made during the term of this Agreement. The Department will make payments of the contribution amount by reimbursement, upon receipt from the Service Provider of claims for eligible costs, with supporting documents if requested by the Department, in accordance with the Section 4.1 of the Agreement.

2.0 An amount of up to 10% of the total fiscal year value (for multi-year agreements) ("the holdback") will not be paid out until all claims for eligible costs and deliverables, including supporting documents if requested, are received and verified by the Department at the end of each fiscal year. Taking into account this holdback, payments will be made according to expenditures or forecasts up until the final payment. Once the final claim has been received by the Department, from the Service Provider, the holdback will then be applied against the figures submitted by the Service Provider.

3.0 The Department may request an auditor's report for this Agreement. The auditor’s report shall set out

(a) actual eligible costs of the services incurred during the funding period;
(b) the total amount of payments received to date on account of the Agreement, including any interest accrued to date on Agreement funds.

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(DISPONIBLE EN FRANÇAIS — IRM 5254 F)
The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Service Provider.

A. Communications Protocol

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

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

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

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

The Parties to this Contribution Agreement agree that:

1. There will be periodic announcements, through public events, press releases and/or other mechanisms, regarding the funding and outcomes of the project.

2. The parties will undertake to consult each other in order to jointly plan external communications activities related to this Contribution Agreement, and that the Government of Canada must approve external communications plans and timing of public announcements and events.

3. The timing of public announcement and events shall be sufficient to allow for all orders of government to plan their involvement. The parties shall provide a minimum of 40 days notice of a public event, such as a launch or open house, to which the Minister of Citizenship and Immigration and respective representatives of other levels of government will be invited. The signatories to this agreement agree to provide a list of possible dates for announcements and events, in order to ensure an opportunity for the Minister of Citizenship and Immigration or his or her delegated representative to attend the event.

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

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

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

7. All displays, exhibits, banners or other signage will acknowledge Government of Canada funding through the use of:
   a. the bilingual CIC departmental signature
   b. The Canada wordmark

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

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

Evaluation

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

B. Other Supplementary Terms and Conditions

1. The Service Provider must ensure, and upon request must satisfy the Department, that there is no duplication of funding for project costs incurred during the life of this agreement.

2. The Service Provider shall pay project staff the agreed upon and contracted hourly rates for the position.

3. The Department shall not reimburse salary increases for any project staff without prior written authorization for the duration of this contribution agreement.

4. The Service Provider shall notify the Department when a position becomes vacant and indicate when a replacement is hired. The Service Provider shall identify and report the slippage in salaries, benefits and administration costs that occurred, while the position was vacant.

5. If a new employee replaces an existing employee, within the contribution agreement period, the new employee shall be paid the hourly rate stipulated for the position in this agreement.

6. If the replacement employee will be paid less than the hourly rate stipulated for the position the Service Provider must inform the Department and provide a rationale. If the Department concurs with the rationale, the slippage in salaries, benefits and administration resulting from the rate differential shall be identified and reported in the monthly claim form.

7. The Service Provider shall not move funds between cost categories. Furthermore, movement of monies between line items in Schedule 2.2 is limited to one thousand dollars ($1,000). Movement of any funds of more than one thousand dollars ($1,000) must be pre-approved by the Department. Funds may not be transferred to or from Capital Costs or Project Staff Salaries.

8. ISAP is a contribution program. Payment of contributions will normally be made by reimbursement upon receipt of a claim for allowable expenses incurred. A profit margin is not an allowable cost category.

9. Interest earned on money advanced by the Department for the operation of the project shall be considered as revenue arising from the project and shall be applied to offset project costs.
10. Any potential non-arm’s-length relationships relating to the project and involving the Service Provider, or the employees of the Service Provider, must be disclosed to the Department before the start of the project’s activities. The Department will review the nature of these transactions, and may either approve or disallow reimbursement for the transactions, or require additional conditions as appropriate. Non-arms-length relationships that develop after the start of the project must be disclosed in writing and approved by the Department before the transaction may be considered for reimbursement.

11. The Department must be advised of the name of any LINC project staff who is a board member or owner of any organization holding a LINC agreement.

12. The Service Provider shall notify the Department within 14 days of changes to the Board and staff changes that relate to this agreement.

13. The Service Provider shall provide to the Department 14 days advance notice of the date of the organization’s Annual General Meeting, and the time and location of said meeting.

14. The Service Provider shall ensure that Conflict of Interest Guidelines are implemented within the Personnel Policy and communicated to all members of the staff and Board of Directors. A copy of the Service Provider’s current Conflict of Interest Guidelines shall be kept on file with the Department. Should any changes to the policy occur during the life of this agreement, the Service Provider shall provide a copy of the amended Guidelines within 14 days of the change.

15. The Service Provider shall obtain adequate third-party liability insurance and provide evidence of coverage.