AUG 20 2010

Mr. Fred Eisenberger  
Chair  
City of Hamilton, as represented  
by Public Health Services  
1 Hughson Street North, 4th Floor  
Hamilton ON L8R 3L5

Dear Mr. Fred Eisenberger:

On behalf of the McGuinty Government, I would like to take this opportunity to express my gratitude for your work in promoting and supporting health and wellness in Ontario.

I am very pleased to inform you that the Ministry of Health Promotion has approved funding up to $1,054,837 to the City of Hamilton, as represented by Public Health Services for the period of January 1, 2010 – December 31, 2010. This funding is conditional upon the City of Hamilton, as represented by Public Health Services entering into a grant funding agreement with the ministry.

Like you, our government recognizes the importance of promoting healthy living and wellbeing, as well as contributing to the sustainability of our publicly funded health care system. We envision an Ontario where everyone has an opportunity to acquire lifelong healthy living habits.

Even in times of considerable fiscal constraint, our government continues to make significant investments to support health promotion in Ontario.

I commend the City of Hamilton, as represented by Public Health Services for your contribution to health promotion. As a key partner, your work builds on our efforts to facilitate initiatives, educate and motivate Ontarians to lead healthy lives. By working together to foster a positive culture of health and wellbeing in Ontario, we are laying an important foundation for healthy future generations.

Thank you for all that you do to promote healthy living in Ontario.

Sincerely,

Margarette R. Best  
Minister
C: Andrea Horwath, MPP Hamilton Centre
Jean Lam, Assistant Deputy Minister, Sport, Public Health and Community Programs, Ministry of Health Promotion
Penny Nelligan, Director, Standards, Programs and Community Development Branch, Ministry of Health Promotion
Daina Mueller, Senior Manager, Tobacco & Chronic Disease Prevention Standards, Programs and Community Development Branch, Ministry of Health Promotion
AUG 20 2010

Dr. Elizabeth Richardson
Medical Officer of Health
City of Hamilton, as represented
by Public Health Services
1 Hughson Street North, 4th Floor
Hamilton ON L8R 3L5

Dear Dr. Richardson:

I am pleased to announce that the Provincial Government has committed up to $1,054,837 to the Board of Health, City of Hamilton, as represented by Public Health Services for the following programs funded through the Smoke Free Ontario Strategy, for the period of January 1, 2010 to December 31, 2010. This funding is subject to the Board of Health, City of Hamilton, as represented by Public Health Services entering into a grant funding agreement with the Ministry.

We are therefore, pleased to support the following programs, which will support the prevention, initiation, and experimentation of tobacco use and other harmful drugs among children, youth and young adolescents, eliminate exposure to second hand smoke, promote tobacco cessation efforts, and sustain enforcement/protection of the SFO Act.

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>UP TO DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Engagement Strategy</td>
<td>$118,380</td>
</tr>
<tr>
<td>Tobacco Control Coordination</td>
<td>$100,000</td>
</tr>
<tr>
<td>Tobacco Enforcement</td>
<td>$330,017</td>
</tr>
<tr>
<td>Tobacco Control Area Networks</td>
<td>$285,000</td>
</tr>
<tr>
<td>Tobacco Control Area Networks (Youth Engagement)</td>
<td>$221,440</td>
</tr>
<tr>
<td>TOTAL ALLOCATION 2010</td>
<td>$1,054,837</td>
</tr>
</tbody>
</table>
The provincial government recognizes the significant cost of preventable diseases to Ontarians and to our health care system. We believe that activities such as these will help support our primary objectives of healthier living and disease prevention. Together with our partners in the community, we are fostering improved health and ensuring that Ontarians have the healthiest choices wherever people live, learn, work and play.

The administrative details regarding this funding will be communicated to you shortly through the office of Penny Nelligan, Ministry of Health Promotion, Standards, Program and Community Development Branch.

Thank you for your continuing effort and co-operation in working with the Ministry to promote a healthier Ontario. Your important contributions, and continued hard work and dedication will help to improve the quality of life and health of all Ontarians.

Yours truly,

Jean Lam
Assistant Deputy Minister

C: Kevin McDonald, Tobacco Control Manager, City of Hamilton, as represented by Public Health Services
Helen Klumpp, Business Administrator, City of Hamilton, as represented by Public Health Services
Penny Nelligan, Director, Standards, Programs and Community Development Branch, Ministry of Health Promotion
Daina Mueller, Senior Manager, Tobacco & Chronic Disease Prevention Standards, Programs and Community Development Branch, Ministry of Health Promotion
AUG 20 2010

Dr. Elizabeth Richardson  
City of Hamilton, as represented  
by Public Health Services  
1 Hughson Street North, 4th Floor  
Hamilton ON L8R 3L5

Dear Dr. Richardson:

I am pleased to follow-up from our previous letter confirming that funding for the City of Hamilton, as represented by Public Health Services has been approved. The Government of Ontario will provide up to $1,054,837 for the period of January 1, 2010 to December 31, 2010, in accordance with the terms of the enclosed funding agreement which we require that you execute. You will find enclosed two copies of the agreement, which includes:

- Schedule A – Project Description and Timelines;  
- Schedule B – Budget;  
- Schedule C – Payment Schedule; and  
- Schedule D – Reports.

Kindly return both original copies of the funding agreement once they have been signed, along with the following documents to the attention of Daina Mueller, Senior Manager, Tobacco & Chronic Disease Prevention, Standards, Programs & Community Development Branch, Ministry of Health Promotion, 393 University Avenue, 21 Floor, Toronto, ON M7A 2S1:

- **Proof of Insurance** (e.g., certificate or memorandum of insurance) as described in section 11.2 of the funding agreement; and
- **Up-to-date list of the members** of your Board of Directors or governing body which indicates their term of office.

As a recipient of public funds, please be reminded of your organization’s obligation to ensure these public funds are used for services that provide value for money, are spent prudently, and in a manner that is consistent with your mandate and the funding agreement you have signed with the ministry.
Upon execution of the agreement by the Ministry, staff of the Tobacco & Chronic Disease Prevention Unit will return a fully executed copy to you for your records.

Please accept my congratulations and extend them to staff and board members. If you have any questions, feel free to contact Stan Martin at 416-326-2079. We look forward to working with you on this project.

Yours sincerely,

Penny Nelligan
Director

C: Jean Lam, Assistant Deputy Minister, Sport, Public Health and Community Programs, Ministry of Health Promotion

Daina Mueller, Senior Manager, Tobacco & Chronic Disease Prevention Standards, Programs and Community Development Branch, Ministry of Health Promotion
AGREEMENT

Between

HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF HEALTH PROMOTION

AND

City of Hamilton, as represented by
Public Health Services

For the Period:

January 1, 2010 to December 31, 2010
THE AGREEMENT effective as of the 1st day of January, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Health Promotion

(the "Province")

- and -

City of Hamilton, as represented by Public Health Services

(the "Recipient")

Background:

The Province funds projects similar to the project described in Schedule "A".

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
(d) any reference to dollars or currency shall be to Canadian dollars and currency; and
(e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 Definitions. In the Agreement, the following terms shall have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1.

“Budget” means the budget attached to the Agreement as Schedule “B”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 25.

“Funding Year” means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

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

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

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

“Maximum Funds” means $1,054,837.00.

“Notice” means any communication given or required to be given under Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “A”.

“Reports” means the reports described in Schedule “D”.
"Timelines" means the Project schedule set out in Schedule "A".
"Wind Down Costs" means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and

(c) any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Recipient represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

(a) establish an expected code of conduct and ethical responsibilities at all levels of the Recipient’s organization;

(b) establish procedures to ensure the ongoing effective functioning of the Recipient;

(c) establish decision-making mechanisms;

(d) provide for the prudent and effective management of the Funds;

(e) establish procedures to enable the successful completion of the Project;
(f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

(h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

**ARTICLE 3**
**TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **December 31, 2010** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

**ARTICLE 4**
**FUNDS AND CARRYING OUT THE PROJECT**

4.1 **Funds Provided.** The Province shall:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1, the Province:

(a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;

(b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
(c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and

(d) pursuant to the provisions of the Financial Administration Act (Ontario), if the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is obligated to make under the Agreement, the Province shall not be obligated to make any payment, and:

(i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

(ii) the Province may terminate the Agreement pursuant to section 13.1.

4.3 Use of Funding and Project. The Recipient shall:

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with the Budget.

4.4 No Changes. The Recipient shall:

(a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province; and

(b) abide by the terms and conditions the Province may require pursuant to any consent.

4.5 Interest Bearing Account. If the Province provides Funds to the Recipient prior to the Recipient’s immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 Interest. If the Recipient earns any interest on the Funds:
(a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5**
**ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

5.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.

5.2 **Disposal.** The Recipient shall not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded **$1,000** at the time of purchase.

**ARTICLE 6**
**CONFLICT OF INTEREST**

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Recipient; or

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

6.3 **Disclosure to Province.** The Recipient shall:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of
interest; and

(b) comply with any terms and conditions that the Province may reasonably prescribe as a result of the disclosure.

ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

(a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address provided in section 18.1, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

(a) inspect and copy the records and documents referred to in section 7.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient’s records.

7.6 **Auditor General.** For greater certainty, the Province’s rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.(1) of the *Auditor General Act* (Ontario).

**ARTICLE 8**
**CREDIT**

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.2 **Publication.** If the Recipient publishes any material of any kind relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Province.

**ARTICLE 9**
**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

**ARTICLE 10**
**INDEMNITY**

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in
connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11
INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence. The policy shall include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation, termination or material change.

11.2 Proof of Insurance. The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12
TERMINATION ON NOTICE

12.1 Termination on Notice. The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 Consequences of Termination. If the Province terminates the Agreement pursuant to section 12.1, the Province may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
(c) determine the Wind Down Costs, and:

(i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or

(ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13
TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is obligated to make under the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 Consequences of Termination. If the Province terminates the Agreement pursuant to section 13.1, the Province may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 No Additional Funds. For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not be required to provide additional Funds to the Recipient.

ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events of Default. Each of the following events shall constitute an "Event of Default":

(a) in the opinion of the Province, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Province;

(b) in the opinion of the Province, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following
in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; and/or

(iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b);

(c) the nature of the Recipient’s operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;

(d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(e) the Recipient ceases to operate; and

(f) an event of Force Majeure that continues for a period of 60 days or more.

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

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) suspend the payment of Funds for such period as the Province determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further instalments of Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Province;

(g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or

(h) terminate the Agreement immediately upon giving Notice to the Recipient.
14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Province may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

(a) of the particulars of the Event of Default; and

(b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remedi ing.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

(a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Province considers reasonable; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g), and (h).

14.5 **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

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**ARTICLE 15**

**FUNDS AT THE END OF A FUNDING YEAR**

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

(a) demand the return of the unspent Funds; or

(b) adjust the amount of any further instalments of Funds accordingly.

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**ARTICLE 16**

**FUNDS UPON EXPIRY**

16.1 **Funds Upon Expiry.** Without limiting any rights of the Province under Article 14,
the Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17
REPAYMENT

17.1 Debt Due. If the Recipient owes any monies, including any Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such monies shall be deemed to be a debt due and owing to the Province by the Recipient and the Recipient shall pay or return the amount to the Province immediately unless the Province directs otherwise.

17.2 Interest Rate. The Province may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 Payment of Monies to Province. The Recipient shall pay any monies owing to the Province by cheque payable to the “Ontario Minister of Finance” and mailed to the Province at the address provided in section 18.1.
ARTICLE 18
NOTICE

18.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Province and the Recipient respectively as set out below:

To the Province:

Ministry of Health Promotion
Standards, Programs and Community Development Branch
393 University Avenue, 21st Floor
Toronto ON M7A 2S1

Attention: Daina Mueller
Senior Manager, Tobacco and Chronic Disease Prevention
Telephone: 416-327-7380
Fax: 416-314-5497
Email: daina.mueller@ontario.ca

And copied to:
Stan Martin
Health Promotion Consultant
Tel: 416-326-2079
Fax: 416-314-5497
Email: stan.martin@ontario.ca

To the Recipient:

City of Hamilton, as represented by Public Health Services
1 Hughson Street North, 4th Floor
Hamilton ON L8R 3L5

Attention:
Mr. Fred Eisenberger, Board of Health Chair, for the City of Hamilton, as represented by Public Health Services
Email: mayorfred@hamilton.ca

And copied to:
Dr. Elizabeth Richardson
Medical Officer of Health
Email: elizabeth.richardson@hamilton.ca

Helen Klumpp, Business Administrator
Email: hklumpp@hamilton.ca

18.2 Notice Given. Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or

(b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19
SEVERABILITY OF PROVISIONS

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

ARTICLE 20
WAIVER

20.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21
INDEPENDENT PARTIES

21.1 Parties Independent. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22
ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 No Assignment. The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

22.2 Enurement. The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23
GOVERNING LAW

23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
ARTICLE 24
FURTHER ASSURANCES

24.1 Agreement into Effect. The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

25.1 Force Majeure Means. For the purposes of the Agreement, “Force Majeure” means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party’s performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

25.2 Force Majeure Includes. Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) confiscation and other similar action by government agencies;

(d) lawful act by a public authority; and

(e) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.

25.3 Force Majeure Shall Not Include. Force Majeure shall not include:

(a) any event that is caused by the negligence or intentional action of a Party or such Party’s agents or employees;

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.
25.4 **Failure to Fulfil Obligations.** Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 26**

**SURVIVAL**

26.1 **Survival.** The provisions in Article 1, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 26, 27 and 29, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 27**

**SCHEDULES**

27.1 **Schedules.** The Agreement includes the following schedules:

(a) Schedule “A” - Project Description and Timelines;

(b) Schedule “B” - Budget;

(c) Schedule “C” - Payment Schedule; and

(d) Schedule “D” - Reports.

**ARTICLE 28**

**COUNTERPARTS**

28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
ARTICLE 29
ENTIRE AGREEMENT

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

29.2 Modification of Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Health Promotion

Signature: ________________________________  Date
Name: Penny Nelligan
Title: Director,
   Standards, Programs and Community Development Branch

Witness Signature: _________________________  Date

City of Hamilton, as represented by Public Health Services
I/we have authority to bind the Recipient.

Signature 1: ________________________________  Date
Name: ________________________________
Title: ________________________________

Signature 2: ________________________________  Date
Name: ________________________________
Title: ________________________________

Witness Signature: _________________________  Date
Print Name: ________________________________
Print Position: ________________________________
SCHEDULE A – PROGRAM DESCRIPTIONS:
January 1 to December 31, 2010

The following programs are components of Schedule A

Schedule A: 1 Youth Engagement (January to December 31, 2010):

Schedule A: 2 Tobacco Control Coordination

Schedule A: 3 Protection (Tobacco Enforcement)

Schedule A: 4 Tobacco Control Area Networks
(February to December 2010)
(Applicable only to Coordinating Health Units)

Schedule A: 5 One-Time Grants - Prosecution
Purpose: Funding is provided to facilitate effective enforcement and prosecution respecting the Smoke-Free Ontario Act, including:

• Off-setting legal and prosecution costs incurred /anticipated; and

• Provision of retainers for legal counsel.

Note: Approved work plans for the above programs and projects are deemed to be an addendum to Schedule A.
Program Objectives:

The objectives of Youth Engagement staff person are:

i) To communicate MHP Youth Engagement guiding principles developed by the Youth Engagement Advisory Group (YEAG) to both internal and external stakeholders (e.g., Public Health Unit and other youth serving organizations);

ii) To provide program leadership coordination and collaboration both within the Public Health Unit/Department and externally within the community respecting tobacco control and other highly correlated risk factors, as they relate to chronic diseases using the MHP Youth Engagement guiding principles; and,

iii) To initiate and carry out community-based activities and projects that will benefit the public and its health by contributing to the reduction of tobacco use and the reduction of other highly correlated risk factors, using the MHP Youth Engagement guiding principles.

Smoke-Free Ontario programming occurs within a larger population health framework which takes into consideration and links with programming related to highly correlated health risk factors and the needs of sub-populations with high risk burdens to achieve effective and sustainable health changes. For example:

- Tobacco Use/Exposure;
- Physical Activity, Sport and Recreation;
- Injury Prevention;
- Healthy Eating;
- Substance & Alcohol Misuse; and
- Mental Health;

Note: Youth Engagement staff person(s) are encouraged to participate in the Healthy Communities planning tables, as well as the development and implementation of local/regional and provincial health promotion initiatives where appropriate.

Scope of Project:

The Youth Engagement Program funding provides staffing to support the work of Youth Engagement (1.0 FTE). Individuals working in this capacity should be youth focused, and viewed as a vehicle for health promotion leadership, coordination, and collaboration at each of the 36 public health agencies using tobacco control as a base.

The primary role of staff working in this capacity is to lead and coordinate tobacco control both internally (within the local public health agency’s programs) and externally...
(activities that take place in the communities that comprise the geographic area of the public health agency and/or are led or sponsored by non-governmental organizations).

- Activities with an external focus should comprise approximately sixty per cent (60%) of the work conducted under this Program.
- Internal coordination across programmes (relating to tobacco and other highly correlated risk factors) may comprise the remaining forty per cent (40%).
- Must demonstrate ability and commitment to work non traditional hours (e.g., after 3:00PM to reach target population), including weekends.

Additionally, funding will allow for staff to participate in joint planning and implementation of tobacco control activities in their designated region through the SFO-funded Tobacco Control Area Networks (TCANs). Participation in TCAN planning and activities is considered external coordination and collaboration. At least one (1) regional project will be reflected in the TCC work plan.

**Major Deliverables and Program Requirements**

**Summary of Major Deliverables:**

- Work in partnership with other PHU staff and community stakeholders to actively engage youth in taking action to address health issues of importance to them with respect to changing individual and community attitudes about tobacco use, de-normalize tobacco industry and its products, and address other correlated risk factors. For example:
  - Tobacco Use/Exposure;
  - Physical Activity, Sport and Recreation;
  - Injury Prevention;
  - Healthy Eating;
  - Substance & Alcohol Misuse; and
  - Mental Health;

- Lead and coordinate Smoke-Free Ontario-funded youth programs within the local Public Health Unit/Department and, as appropriate, establish linkages to programming dealing with highly correlated health risk factors.

- Facilitate the integration of tobacco use reduction/control efforts with other mandatory chronic disease prevention programs (i.e., identified in new Public Health Standards), as appropriate.
• In collaboration with regional Youth Development Specialist (YDS) and Youth Advocacy Training Institute (YATI), will ensure that tobacco use reduction/control related training needs are identified and addressed.

• Implement community-based tobacco-focused programming and projects that will benefit the public and its health by contributing to the reduction of tobacco use and the reduction of other highly correlated risk factors, including cessation efforts amongst youth and young adults.

• Participate in regional (TCAN) network structures, and collaborate on the planning and implementation of joint activities.

• Youth Engagement staff person and Youth Development Specialist (YDS) will work collaboratively to develop, plan and implement regional action plans, including a Regional Youth Engagement Coalition as follows:

  Regional Youth Engagement Coalition (youth):
  o Youth from each PHU jurisdiction along with the YE adult staff (where interested, available) will represent their community on this coalition. (At least 1 individual from each PHU jurisdiction must attend each meeting).

  o TCANs must implement youth engagement guiding principles, including the use of youth engagement funding allocation, for the purposes of providing honorariums, stipends, meals, transportation cost and other non-monetary incentives, which ensure that youth, including volunteers are valued for their time, effort and engaged in the program.

  o YDS will facilitate the formation of the commitment requirements, expectations, and deliverables for this coalition. Meetings will take place via teleconference and face to face where available. (e.g. Terms of Reference)

  o The purpose of this coalition will be to connect youth regionally to plan, coordinate and implement regional activities (within TCAN structure), bridge local programming across their region and to help coordinate ACTION week and/or other provincial activities.

  o The YDS will facilitate this coalition by providing the opportunity for youth/young adults to lead and participate in regional activities, and build support for local community initiatives.
YDS role within regional youth engagement coalition (youth):
  o The YDS will facilitate and support youth/young adult representatives from each PHU jurisdiction within the region to form a youth engagement coalition.
  o Assist members of coalition with regional activity planning, so that coordination and implementation occurs at a local, regional and provincial level.
  o Provide training and guidance for regional activity coordination; on topic chosen, logistics, planning, etc. and supporting youth engagement principles in the YE coalition.
  o Assist with the orientation for new members.
  o Will keep record of minutes and communication of group.

Detailed Programme Requirements:

Internal Coordination and Collaboration:

(Approximately 40% of the Youth Engagement staff time)

  • Work collaboratively with the Tobacco Control Coordinator (TCC) to lead Smoke-Free Ontario funded youth programs within the local Public Health Unit/Department.

  • PHU TCC will ensure that all local SFO staff (Youth Engagement staff) are oriented and supervised. Ensure that training needs are identified and appropriate professional development plans are developed and implemented.

  • Work with resource centres (e.g., OTRU and PTCC) and Youth Advocacy Training Institute to assist in the development of learning experiences that will enhance community effectiveness regarding tobacco control (i.e., Communities of Practice).

  • Assist with the coordination, development, and implementation of tobacco control policies and youth programming within the local public health unit/department, and facilitate the integration of tobacco control efforts within other mandatory chronic disease prevention programs (as described in the Public Health Standards). For example:
- Tobacco Use/Exposure;
- Physical Activity, Sport and Recreation;
- Injury Prevention;
- Healthy Eating;
- Substance & Alcohol Misuse; and
- Mental Health;

Note: Time spent with Public Health Unit/Department staff planning and implementing tobacco control activities where the end user is the public, may be considered and documented as an external activity.

External Leadership and Collaboration:
(Approximately 60% of the Youth Engagement staff time)

- Ensure that SFO activities are carried out in the community in a planned and coordinated manner that maximizes utilization of resources.

- Ensure that youth and their adult supports will meet with key opinion leaders (e.g., local government officials, business leaders, and other community leaders) to promote awareness, create supportive environments, strengthen community action, build healthy public policies, that support tobacco control and other health promotion initiatives.

- Initiate and carry out community-based programmes and projects relating to tobacco use reduction/control and highly correlated risk factors that will benefit the health of the public and, whenever appropriate, gain positive local and regional media coverage (examples follow). Assist in the coordination of media activities with the Public Education/Media sub-committee of the Tobacco Control Area Network.

Public Education and Awareness
  - Raise public awareness of tobacco use/control issues, including the harmful effects of tobacco products, the relationship between tobacco use and other highly correlated risk factors, and the need for tobacco control policies, e.g., educational forums, community meetings, public speaking engagements, planning of paid and earned media messages, etc.
  - Raise public awareness of the SFOA provisions (e.g., education on the implementation of the tobacco display ban, smoking in vehicles with children present, cigarillos and other emerging issues and etc).
  - Raise awareness of tobacco industry advertising and marketing practices, e.g., marketing aimed at 10 to 24 year olds.
Smoking Cessation

- Foster outreach to youth and young adults who smoke to encourage them to quit smoking, increase awareness of cessation services, and accessibility to available cessation pharmaceuticals
- Collaborate with TCAN and other cessation partners on youth and young adult cessation and social marketing campaigns

Policy (voluntary, regulatory and/or legislative)

- Develop and facilitate the adoption and support implementation of policies and/or practices to reduce or eliminate exposure to second-hand smoke in public and private places, including:
  - Multi-unit dwellings (e.g., work with landlords, housing development corporations to foster voluntary tobacco-free policies, etc.);
  - Public and/or privately-owned outdoor spaces (e.g., tobacco-free sport and recreation initiatives for outdoor sport and recreation venues), etc.
  - Banning of flavoured tobacco products (e.g., the marketing of new tobacco products appealing to youth and young adults, including chew and menthol); and
  - Promoting Smoke Free Movies (e.g., reduce the prevalence of tobacco use and product placement in youth oriented films)
- De-normalize tobacco use by reducing exposure to second-hand smoke in outdoor public places, such as parks, beaches, playgrounds, patios, community recreation facilities, etc.

- Attend monthly Tobacco Control Area Network meetings as needed.
- Attend monthly regional meetings hosted by Youth Development Specialist that are facilitated through the designated coordinating public health unit/department.

Additional activities may be undertaken based on need, by providing a strong rationale in writing. However, these must not be undertaken before written approval by the Ministry of Health Promotion is obtained.

Staffing

Programs will employ staff (1.0 FTE) to carry out the activities described in this program description and will serve as a contact for MHP staff and, as such, be fully informed of SFO-funded youth program activity within the public health agency and, whenever possible, about tobacco control activities within the communities in the geographic area of the public health agency.

- PHUs would receive $80K, matched with in-kind contribution for Youth Engagement staff to:
  - leverage Youth Engagement activities across a number of program areas;
  - develop Youth Engagement programming at the local level; and
work closely with the Youth Development Specialists at the TCANs

- Funds can be utilized to provide incentives, which support MHP youth engagement guiding principles (e.g. stipends, honorariums, travel, food and lodging for youth participants/volunteers). MHP funds cannot be used towards a work employment position/salary for youth. However, this can be explored at the discretion of the PHU through matching in-kind contributions.

- Matched contribution would be required from PHUs. This could be dollar-for-dollar, or reflected in staff-time from other relevant areas to support work of YE coordinator; and

- Facilitated integration of tobacco control efforts within other mandatory chronic disease prevention programs (as described in the Public Health Standards).

Program Development, Implementation and Collaboration

Annual work plans and progress reports will be submitted at a date specified by the Ministry.

Work plans will be shared with the TCANs to facilitate regional coordination and collaboration. Regional coordination and collaboration is intended to increase the number and reach of activities aimed at the public, in order to amplify the impact of tobacco control initiatives in the Province as well as maximize the utilization of resources. Programs will be evaluated on their level of effort to coordinate with other SFO initiatives and programs.

Training

100% of program staff will attend training and events as required by MHP. Mandatory training includes: The Ontario Tobacco Research Unit's online course, "Tobacco and Public Health: From Theory to Practice," and it is expected that the Youth Engagement Coordinator will complete each evidence-based module on protection, prevention and cessation.

Additional mandatory courses will be announced in response to needs and further consultations with YDS and Youth Advocacy Training Institute.

Earned and Mass Media

Local public education/social marketing campaigns should focus on print, radio, transit, billboards, and emerging new media such as internet and social media. The use of earned media is highly encouraged as a focus of local and regional media efforts.
Programs will use the “Smoke-Free Ontario Identity Guidelines” on all media, public education and related collateral funded under this contract and any other SFO modality, unless otherwise specified by the MHP. All public education products will be submitted to the Communications Services Branch of the Ministry of Health Promotion for approval to meet standards for branding with the SFO logo.

Programs will keep the Communications Services Branch, Ministry of Health Promotion, informed of all plans for paid media. All media must be specified in the regional TCAN media and public relations calendar.

Public relations efforts should also be made to develop and maintain positive media understanding of, and attention to tobacco control issues, and to garner media attention for tobacco control activities and events.

Collaboration and coordination of media and public relations campaigns within the Tobacco Control Area Network or across area boundaries is mandatory.

Research and Evaluation

The Ontario Tobacco Research Unit (OTRU) will be working collaboratively with the local PHU to assure effective use of research and evaluation resources.

The local PHU will work with OTRU as instructed by the Ministry of Health Promotion as follows:

A. Participate in the development, implementation, and use of the Performance Indicators Monitoring System (PIMS).
B. Work with OTRU to develop performance indicators and to establish procedures for continuous data importing and input, including participation in PIMS training.
C. Cooperate in data quality assurance activities and work with OTRU to refine and update indicators.
D. Conduct monthly and/or quarterly PIMS data importing and data entry at agreed intervals of time (i.e., 15th of each month/quarter). For example: (work plan, budget submission/ expenditures, evaluations, semi-annual and annual reports)
E. Collaborate with OTRU in the conduct of formative and/or outcome evaluations as needed. Facilitate evaluation work by collaborating and providing access to data, personnel and documents.
F. Consult with OTRU in the enhancement of draft evaluation reports.
G. Participate in intervention documentation activities, including the preparation of logic models reflecting intervention theories of action.

- Youth Engagement staff will submit an annual regional action plan in a format to be specified by the Ministry of Health Promotion and may will also contribute to long-range Smoke-free Ontario Strategy planning.
• Youth Engagement staff will ensure timely responses to routine requests for annual work plans, program monitoring data and reports as required by the Ministry of Health Promotion.

Budget

Up to 10% of the program budget may be used to assess program reach and impact.

Other

PHU and their Ministry of Health Promotion funded tobacco control programs must comply with the Smoke-Free Ontario Act.

PHU and funded programs will not accept money or products from the tobacco industry or those acting on behalf of the industry: This applies to all contractors providing services funded under this grant.

Time Lines

A yearly work plan will describe the schedule for activities that will occur from January 1, 2010 through December 31, 2010.

Note:
PHU may build upon existing Youth Engagement bridge funding work plan, which is functional for the remainder of this calendar year.
Program Objectives:

The objectives of the Tobacco Control Coordination Program are:

- To assess the status of tobacco control within the Public Health Units/Departments (PHU) catchment area, measuring status in relationship to the Ontario Public Health Standards (OPHS)\(^1\) and utilizing the accompanying Comprehensive Tobacco Control Guidance Documents. These standards and guidelines specify the mandatory requirements for Boards of Health to implement various public health programmes and services, including tobacco control: the Ministry of Health Promotion (MHP) has been assigned responsibility for oversight by Order in Council (OIC).

- To provide program leadership, coordination and collaboration both within the PHU and externally within the community in order to meet the Ontario Public Health Standards (referred to above) as they relate to comprehensive tobacco control and other highly correlated risk factors; and,

- To initiate and carry out community-based activities and projects that will further the goal of establishing a comprehensive tobacco control program that will benefit the public by eliminating tobacco-related illness and death.

Comprehensive tobacco control programming occurs within a larger population health framework which takes into consideration and links with programming related to highly correlated health risk factors and the needs of sub-populations with high risk burdens to achieve effective and sustainable health changes. The programming is comprised of SFO funded and non-SFO funded programs (i.e. cost shared programming).

Scope of Project:

The Tobacco Control Coordination (TCC) Program provides funding to employ and support the work of a Tobacco Control Manager/Coordinator (1.0 FTE). This position is viewed as a vehicle for tobacco control leadership, coordination, and collaboration at each of the 36 PHU using tobacco control as a base and including other highly correlated risk factors, as appropriate, to improve the health status of the general public and focus on the needs of specific populations that bear a disproportionate burden of disease.

\(^1\) Population health assessment, surveillance, research and program evaluation are requirements within the OPHS foundational standard and support improved public health planning and service delivery.
The primary role of the Tobacco Control Manager/Coordinator is to lead and coordinate tobacco control both internally (within the local Public Health Unit/Department) and externally (in the communities that comprise the geographic area of the Public Health Unit/Department).

- Activities with an external focus should comprise approximately sixty per cent (60%) of the work conducted by this programme.
- Internal coordination across programmes (relating to tobacco and other highly correlated risk factors) may comprise the remaining forty per cent (40%).

Additionally, the Tobacco Control Manager/Coordinator will participate in joint planning and implementation of tobacco control activities in their designated region through the Tobacco Control Area Networks (TCANs). Participation in TCAN planning and activities is considered external coordination and collaboration.

Major Deliverables and Programme Requirements

Summary of Major Deliverables:

- Provide leadership in the development and implementation of a Comprehensive Tobacco Control Plan, actively participating in the PHU planning process initiated to meet the requirements of the Ontario Public Health Standards.

- Assess the status of tobacco control within the PHU catchment area, measuring status in relationship to the Ontario Public Health Standards, utilizing the accompanying Comprehensive Tobacco Control Guidance Documents.

- Actively participate and engage in efforts to identify knowledge gaps, technical assistance, and practice-based training needs in tobacco prevention, cessation, and protection, assisting resource centres, (e.g. PTCC, TEACH, SHAF, THCU, etc.) to address these needs.

- Prepare a yearly comprehensive tobacco control plan for the PHU, utilizing local situational assessment data, the Ontario Public Health Standards, Comprehensive Tobacco Control Guidance Documents, OTRU reports, and other recognized evidence to guide planning.

- Using the Ontario Public Health Standards and accompanying Guidance Documents as a guide, implement community-based activities in tobacco use prevention, cessation, and protection that will benefit the public by reducing the burden of illness and death related to tobacco use and other highly correlated risk factors.
• Lead and coordinate comprehensive tobacco control programming within the local PHU using the, above mentioned, Ontario Public Health Standards and accompanying Guidance Documents as a guide.

• Establish linkages to tobacco control efforts, chronic disease prevention programs and other highly correlated risk factors to tobacco use whenever possible.

• Participate in regional (TCAN) network structures and collaborate on the planning and implementation of joint activities.

• Youth Engagement staff person(s) and Youth Development Specialist (YDS) will work collaboratively to develop, plan and implement regional action plans, including a Regional Youth Engagement Coalition as follows:

  Regional Youth Engagement Coalition (youth):
  o Youth from each PHU jurisdiction along with the YE adult staff (where interested, available) will represent their community on this coalition. (At least 1 individual from each PHU jurisdiction must attend each meeting).
  o TCANs must implement youth engagement guiding principles, including the use of youth engagement funding allocation, for the purposes of providing honorariums, stipends, meals, transportation cost and other non-monetary incentives, which ensure that youth, including volunteers are valued for their time, effort and engaged in the program.
  o YDS will facilitate the formation of the commitment requirements, expectations, and deliverables for this coalition. Meetings will take place via teleconference and face to face where available. (e.g. Terms of Reference)
  o The purpose of this coalition will be to connect youth regionally to plan, coordinate and implement regional activities (within TCAN structure), bridge local programming across their region and to help coordinate ACTION week and/or other provincial activities.
  o The YDS will facilitate this coalition by providing the opportunity for youth/young adults to lead and participate in regional activities, and build support for local community initiatives.
YDS role within regional youth engagement coalition (youth):
- The YDS will facilitate and support youth/young adult representatives from each PHU jurisdiction within the region to form a youth engagement coalition.
- Assist members of coalition with regional activity planning, so that coordination and implementation occurs at a local, regional and provincial level.
- Provide training and guidance for regional activity coordination; on topic chosen, logistics, planning, etc. and supporting youth engagement principles in the YE coalition.
- Assist with the orientation for new members.
- Will keep record of minutes and communication of group.

Detailed Programme Requirements:

Internal Coordination and Collaboration:

(approximately 40% of the Tobacco Control Manager/Coordinator’s time)

- Play a leadership role in organizing and coordinating comprehensive tobacco control policy and programming efforts within the local PHU and its geographic communities, preparing workplans as required by the Ministry of Health Promotion (MHP) and in accordance with the Ontario Public Health Standards and accompanying Guidance Documents. Ensure that the PHU tobacco control activities are carried out in the community in a planned and coordinated manner that maximizes utilization of resources.

- Ensure that the PHU tobacco control training, technical assistance, and capacity-building needs are identified and that appropriate professional development plans are implemented. Ensure that the PHU staff working on tobacco control issues are appropriately trained, oriented, and supervised.

- Ensure that feedback is provided to the TCAN training sub-committee which reflects the PHU tobacco control professional development needs.

- Facilitate the coordination of tobacco control efforts within other mandatory chronic disease prevention programs (as described in the Public Health Standards and accompanying Guidance Documents), for example in the area of injury prevention, chronic disease/heart health initiatives, diabetes, obesity,
physical activity, sport & recreation, mental health, substance and alcohol misuse, and etc.

Note: Time spent with Public Health Unit/Department staff planning and implementing tobacco control activities where the end user is the public, may be considered and documented as an external activity.

External Leadership and Collaboration:
(approximately 60% of the Tobacco Control Manager/Coordinator’s time)

- Identify key opinion leaders and decision makers whose support is essential to carrying out the comprehensive tobacco control workplan. For example, provide regular updates to key government officials and community business leaders that have an interest in or may be impacted by the activity to ensure their continued involvement and support of tobacco control efforts.

- Work with PTCC, OTRU and other resource centres to assist in the development of learning experiences that will enhance the effectiveness of community tobacco control practices (e.g. Communities of Practice).

- Implement community-based activities in tobacco use prevention, cessation, and protection that will benefit the public by reducing the burden of illness and death related to tobacco use and other highly correlated risk factors. Please refer to the OPHS Guidance Document for examples of activities that meet the Ontario Public Health Standards.

- Gain positive local and regional media coverage whenever possible. Coordinate media activities with the Public Education/Media sub-committee of the Tobacco Control Area Network.

- Attend monthly Tobacco Control Area Network meetings that are facilitated by the designated coordinating Public Health Department in the region. As a member of the TCAN, participate in identifying opportunities for collaboration on tobacco control activities and projects that are primarily aimed at the public. Plan and implement these tobacco control projects and activities, sharing staff and financial resources as reasonable and necessary.

As a product of this collaboration, a Regional Action Plan will be prepared by the TCAN Coordinator. The majority of activities coordinated at the regional level will directly benefit the community and, whenever possible, have local application.

Staffing

Programs will employ a full time Tobacco Control Manager/Coordinator (1.0 FTE) to carry out the activities described in this program description. The Tobacco Control
Manager/Coordinator will serve as the lead contact for MHP staff and, as such, be fully informed of tobacco control program activity within the Public Health Department and, whenever possible, about tobacco control activities within the communities in the geographic area of the Public Health Unit/Department.

Program Development, Implementation and Collaboration

Work plans and annual progress reports will be submitted at a date specified by the Ministry.

Work plans will be shared with the TCANs to facilitate regional coordination and collaboration. Regional coordination and collaboration is intended to increase the number and reach of activities aimed at the public, in order to amplify the impact of tobacco control initiatives in the Province as well as maximize the utilization of resources. Programs will be evaluated on their level of effort to coordinate with other Ministry-funded tobacco control initiatives and programs.

A minimum of $3,000 dollars should be made available to support the implementation of regional activities with applications at the local level. TCAN members are encouraged to develop region-wide activities that can be implemented (replicated) locally, that is within the PHU geographic area.

Mandatory Training

100% of program staff will attend training and events as required by MHP. Mandatory training includes: The Ontario Tobacco Research Unit’s online course, "Tobacco and Public Health: From Theory to Practice," and it is expected that the Program Manager/Coordinator will complete each evidence-based module on protection, prevention and cessation.

The Tobacco Control Manager/Coordinator will participate in training and technical assistance that is aimed at meeting the requirements of the Ontario Public Health Standards and the accompanying Comprehensive Tobacco Control Guidance Documents.

Additional mandatory courses will be announced in response to needs.

Public Relations and Media

Local public education/social marketing campaigns should focus on print, radio, transit, billboards, and emerging new media such as internet and social media. The use of earned media is highly encouraged as a focus of local and regional media efforts.

Public relations efforts should also be made to develop and maintain positive community understanding of tobacco control issues and to garner media attention for tobacco control activities and events.
Program will use the "Smoke-Free Ontario Identity Guidelines" on all media, public education and related collateral funded under this contract and any other Ministry-funded tobacco control program, unless otherwise specified by the MHP. All public education products will be submitted to the Communications Services Branch of the Ministry of Health Promotion for approval to meet standards for branding.

Programs will keep the Communications Services Branch, Ministry of Health Promotion, informed of all plans for paid media. All media must be specified in the regional TCAN media and public relations calendar.

Collaboration and coordination of media and public relations campaigns within the Tobacco Control Area Network or across area boundaries is mandatory.

Reporting, Research and Evaluation

The Ontario Tobacco Research Unit will be working collaboratively with the local PHU to assure effective use of research and evaluation resources.

The local PHU will work with OTRU as instructed by the Ministry of Health Promotion as follows:

A. Participate in the development, implementation, and use of the Performance Indicators Monitoring System (PIMS).
B. Work with OTRU to develop performance indicators and to establish procedures for continuous data importing and input, including participation in PIMS training.
C. Cooperate in data quality assurance activities and work with OTRU to refine and update indicators.
D. Conduct monthly and/or quarterly PIMS data importing and data entry at agreed intervals of time (i.e., 15th of each month/quarter). For example: (work plan, budget submission/ expenditures, evaluations, semi-annual and annual reports)
E. Collaborate with OTRU in the conduct of formative and/or outcome evaluations as needed. Facilitate evaluation work by collaborating and providing access to data, personnel and documents.
F. Consult with OTRU in the enhancement of draft evaluation reports.
G. Participate in intervention documentation activities, including the preparation of logic models reflecting intervention theories of action.

- TCC will submit an annual activity report in a format to be specified by the Ministry of Health Promotion and may will also contribute to long-range Smoke-free Ontario Strategy planning.
• TCC will ensure timely responses to routine requests for annual work plans, program monitoring data and reports as required by the Ministry of Health Promotion.

Budget

Programs will ensure that discrete cost centres are established for all SFO funded modalities/programs, including this initiative.

Programs may allocate up to 15% of their budgets for paid media.

Up to 10% of the program budget may be used to assess program reach and impact.

Other

Public Health Units/Departments and their Ministry of Health Promotion-funded tobacco control programs must comply with the Smoke-Free Ontario Act.

Public Health Units/Departments and funded programs will not accept money or products from the tobacco industry or those acting on behalf of the industry. This applies to all contractors providing services funded under this grant.

Time Lines

A yearly work plan will describe the schedule for activities that will occur from January 1, 2010 through December 31, 2010.

Note: A program work plan will be developed in accordance with the Ontario Public Health Standards and accompanying Comprehensive Tobacco Control Guidance Documents. This plan will fit within a PHU planning framework and describe the PHU comprehensive tobacco control plan specifying priorities, strategies, activities, outputs, outcomes, and timelines, as required by the Ministry.
Schedule A: 3 – Program Description
Protection (Tobacco Enforcement)
January 1 to December 31, 2010

Program Objectives:

Compliance with the Smoke-Free Ontario Act (SFOA) will result in:

- Protecting workers and the public from the hazards of second-hand smoke;
- Prohibiting smoking in enclosed work places and enclosed public places in Ontario;
- Protecting the rights of employees by ensuring that they are not threatened, dismissed or disadvantaged for seeking enforcement of the SFOA, that employees are not required to enter Controlled Smoking Areas, and that home health care workers are protected while providing health care services;
- Preventing the sale of tobacco products to youth under 19 years; and
- Prohibiting display of tobacco products at point-of-sale.

Tobacco enforcement programs must follow the Tobacco Compliance Protocol ("the Protocol") enshrined in the Ontario Public Health Standards (OPHS).

The Enforcement Directives (operating guidelines and policies) distributed to all Public Health Units must also be followed by tobacco enforcement staff while conducting inspections.

These Enforcement Directives currently cover:

1. Determination of tobacco vendor compliance; compliance and enforcement checks.
2. Tobacco vendor and manufacturer inspections.
3. Smoke-free inspections for enclosed workplaces and public places.

MHP may revise existing Enforcement Directives or issue further Enforcement Directives from time to time.

The program objectives will include a balance of inspections, vendor education and progressive enforcement.

Scope of Program:

The SFOA is enforced primarily by Public Health Units located throughout Ontario that employ Tobacco Enforcement Officers and other staff funded by the Ministry of Health Promotion (MHP).

Public Health Unit programs ensure that comprehensive local tobacco control programs are undertaken within available capacity to secure compliance with key provisions of provincial tobacco control legislation.
Major Deliverables and Program Requirements

Major Deliverables include:

- Conducting regular inspections of tobacco vendor premises;
- Conducting complaint-based inspections of enclosed work places and enclosed public places;
- Undertaking progressive enforcement based on the OPHS SFOA Tobacco Compliance Protocol 2008 and MHP operational directives and policies;
- Maintenance of an inventory of all premises where tobacco products are sold within the health unit’s geographic boundaries;
- Provision of required enforcement data to MHP in accordance with the agreed reporting schedule;
- Participate in/provide public and tobacco vendor education respecting the SFOA and its provisions.

Program Details:

Limit Retail Marketing and Youth Access to Tobacco Products

Program designs will be evidence-based to ensure use of effective strategies to limit youth under the age of 19 to tobacco products. All enforcement activities specified in this section will be conducted in compliance with MHP policies, bulletins and directives.

Enforcement Activities include:

1. Maintenance of tobacco vendor inventory within Public Health Unit boundaries. These data are to be maintained and uploaded to MHP’s data systems by the 15th of each month. Please refer to the Data Collection requirement.

2. Tobacco vendor and public education about the problem of youth tobacco use and legislation restricting youth access to tobacco products, and at minimum once annually. This may involve generating earned media that addresses youth access to tobacco products and tobacco industry’s marketing practices that target youth.

3. Inspections which enforce laws that prevent the illegal sale of tobacco products to minors will be conducted with inspection visits to each tobacco vendor conducted on the designated schedule in accordance with MHP Enforcement Directives.
   - Two (2) times per year; or
   - As agreed in writing by MHP.

4. Additional inspections will be conducted in response to a previous history of non-compliance with youth access laws and in response to complaints.

5. A schedule of inspections which supports legislation that prohibits smoking on school property will be outlined in the annual work plan and implemented in accordance with MHP Enforcement Directives.
6. Working with the local legal community and Public Health Unit legal team to raise their awareness around provisions of youth access in the SFOA and regulations.

7. Under the direction of the tobacco control program coordinator/manager, meet with local officials, community leaders, businesses, schools and youth groups to build understanding for the need for enforcement of youth access laws aimed at restricting tobacco use.

8. Provide data to MHP and/or their designate as requested and required to evaluate progress in limiting marketing of tobacco to youth and adults.

Protect the Public and Workers from Second-hand Smoke

The program design will include an effective strategy to reduce exposure to second-hand smoke. All enforcement activities specified in this section will be conducted in compliance with MHP’s Enforcement Directives (operating policies and guidelines). Activities include:

1. Establishing and maintaining a complaint driven system.

2. Maintain an inventory of inspected premises within the Public Health Unit boundaries. Please also refer to the Data Collection and Reporting requirement.

3. Inspections that support the prohibition of smoking in enclosed workplaces as outlined in the SFOA and in accordance with MHP’s Enforcement Directives.

4. Support Tobacco Control Coordinator/Manager in developing smoke-free worksite policies.

5. Provide public education to increase awareness about the SFOA and regulations generally and with specific attention to the prohibition on smoking in workplace vehicles, homes that are licensed day care facilities and where Ministry of Health and Long-term Care funded home health care workers must enter.

6. Provide data to MHP and/or OTRU required to evaluate progress in eliminating second-hand smoke, as requested.

Reducing Point-of Sale Marketing of Tobacco Products

All enforcement activities specified in this section will be conducted in compliance with MHP’s Enforcement Directives. Activities include:

1. Implement MHP Enforcement Directives concerning the prohibition on point of sale advertising and promotion.

2. Provide tobacco vendor and public education about the retail restrictions on advertising and promotion under the SFOA and regulation.

3. Provide tobacco vendor and public education about the problem of youth and adult tobacco use and legislation restricting the display of tobacco industry products.

4. Conduct inspections which support laws restricting point-of-sale marketing, signage and tobacco promotion in the SFOA and regulations as outlined in the relevant MHP Enforcement Directives.

5. Under the direction of the tobacco control program coordinator/manager, meet with local officials, community leaders, businesses, schools and youth groups to
build understanding for the need for restricting point-of-sale marketing and tobacco promotion in SFOA.
6. Provide data to MHP and/or OTRU required to evaluate progress in reducing tobacco industry marketing practices.

**Program Guidance**

Enforcement activities are guided by

- The Smoke-Free Ontario Act (SFOA);
- OPHS enacted pursuant to the Health Protection and Promotion Act (HPPA), the OPHS SFOA Tobacco Compliance Protocol 2008, and associated Guidance Documents (as updated from time to time);
- Enforcement Directives issued from time to time by MHP.

The Ministry of Health Promotion, Tobacco Enforcement Coordinator, provides policy and operational leadership and guidance for tobacco enforcement programming, including the operational practice of Tobacco Enforcement Officers.

**Job Training**

All members involved with the SFOA enforcement are required to be trained through the Compliance Foundation Training program.

Officers currently enforcing the Act must complete foundation training, and all subsequent staff involved in SFOA enforcement must receive training as soon as possible.

MHP expects all enforcement staff to comply with job training requirements, and to attend training and events as required by MHP.

For this modality, mandatory training includes: The Ontario Tobacco Research Unit’s online course, "Tobacco and Public Health: From Theory to Practice". It is expected that all enforcement staff, regardless of part-time or full-time status, will complete the protection and prevention modules.

Additional courses will be announced in response to significant objectives within the Smoke-Free Ontario Strategy, including Tobacco Enforcement Officer training to ensure effective enforcement of the SFOA.

Participation in enforcement program webinars, when scheduled, is strongly encouraged.
Specific Requirements:

Staffing

The preferred model is one staff position per FTE. Three staff sharing an FTE funded under this modality remains the program standard. Exceptions may be made following consultation with MHP and will be reflected in an affected health unit’s approved work plan.

Staff conducting inspections for the purposes of ensuring compliance with the Act must be designated as Provincial Offences Officers under the Provincial Offences Act through MHP.

Reporting, Data Collection and Evaluation

The Public Health Unit is required to collect enforcement data and maintain in hard copy or electronic format. The enforcement data will hold a record of every compliance action conducted, including education visits.

The responsibility of each Public Health Unit will be to (a) provide required enforcement data within the specified time frame, and (b) respond to MHP’s data collection requests within the appropriate time lines specified, using the Tobacco Inspection System (TIS) tablets or an alternate format.

Requirements for collection and reporting of enforcement activities include:

- Records of inspections by PHUs must be submitted electronically to MHP by the 15th of the month following the previous period during which compliance actions were conducted. This is to ensure timely and accurate reporting of compliance data.
- Electronic submission of inspections data must be made via the Tobacco Inspection System (TIS) application or through an electronic data file transfer acceptable to MHP. If information is supplied by a means other than through the TIS, this information must include all mandatory fields and data types as specified in TIS.2

Utilizing the work planning function within the Performance Indicators Monitoring System (PIMS), Public Health Units will describe the following:

- existing program and how the proposed program fits into the organization’s tobacco control efforts;
- where the program fits within the Smoke-Free Ontario (SFO) logic models;
- a high level figurative illustration of program inputs, outputs, and outcomes within the program through the use of a program logic model; provide a complementary

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2 For example, field type (e.g., street address) and length of field (e.g., 60 characters) must conform to the Ministry’s system requirements, which will be provided to health units.
narrative explaining how activities produce outputs and how outputs are expected to promote the advancement of outcome objectives;

- the program’s inputs utilizing the indicator lists provided;
- the program’s activities utilizing the indicator lists provided;
- the program’s outputs utilizing the indicator lists provided; and
- the program’s initial outcomes utilizing the indicator lists provided.

Participate in occasional web-based surveys as required.

The Ontario Tobacco Research Unit will be working collaboratively with the local PHU to assure effective use of research and evaluation resources.

The local PHU will work with OTRU as instructed by MHP as follows:

A. Participate in the development, implementation, and use of the Performance Indicators Monitoring System (PIMS).

B. Work with OTRU to develop performance indicators and to establish procedures for continuous data importing and input, including participation in PIMS training.

C. Cooperate in data quality assurance activities and work with OTRU to refine and update indicators.

D. Conduct monthly and/or quarterly PIMS data importing and data entry at agreed intervals of time (i.e., 15th of each month/quarter). For example: (work plan, budget submission/ expenditures, evaluations, semi-annual and annual reports)

E. Collaborate with OTRU in the conduct of formative and/or outcome evaluations as needed. Facilitate evaluation work by collaborating and providing access to data, personnel and documents.

F. Consult with OTRU in the enhancement of draft evaluation reports.

G. Participate in intervention documentation activities, including the preparation of logic models reflecting intervention theories of action.

- SFO enforcement management will submit an annual report in a format to be specified by MHP and may also contribute to long-range Smoke-free Ontario Strategy planning.

- SFO enforcement management will ensure timely responses to routine requests for annual work plans, program monitoring data and reports as required by MHP.

Collaboration:

Participate in province-wide projects as required by MHP, including the development of the Tobacco Inspection System data base.

Programs will participate in SFO planning activities and will engage in program collaboration.
Budget

Programs will ensure that discrete cost centres are established for all SFO funded modalities/programs, including this initiative. Programs will submit expenditure reports in a format specified by MHP.

Up to 10% of the program budget can be used to assess program reach and impact.

Other Requirements

Public Health Units/Agencies and their Ministry of Health Promotion funded tobacco control programs operating at other sites will maintain a 100% smoke-free worksite.

Public Health Units/Agencies and Ministry of Health Promotion funded tobacco control programs will not accept monies or product from the tobacco industry or those acting on behalf of the industry. This applies to all contractors providing services funded under this grant.

The local Public Health Unit/Agency must have an appropriate policy aimed at protecting the youth participating in the program, with proper scrutiny of all adults involved in the program, including adult volunteers. Appropriate levels of supervision of adults and youth must be maintained with special attention given to activities that are held off-site.

The local Public Health Unit/Agency must carry adequate liability insurance coverage for volunteers, paid peer leaders, and staff for all activities conducted under this grant.
Schedule A: 4 – Program Description
Coordinating Public Health Agency - Tobacco Control Area Network Role
January 1, 2010 to December 31, 2010

Program Objectives:

Comprehensive tobacco control occurs within a larger population health framework which takes into consideration and links with programming related to highly correlated health risk factors and the needs of sub-populations with high risk burdens to achieve effective and sustainable health improvements. The programming is comprised of Smoke Free Ontario (SFO) funded and non-SFO funded programs (i.e. cost shared programming).

The objectives of the Coordinating Public Health Agency Tobacco Control Area Network (TCAN) program are to:

i) Assess the status of tobacco control within the Tobacco Control Area Network catchment area, in cooperation with the Public Health Units/Departments (PHU) within the region, measuring status in relationship to the Ontario Public Health Standards (OPHS)\(^3\) and utilizing the accompanying Comprehensive Tobacco Control Guidance Documents. These standards and guidelines specify the mandatory requirements for Boards of Health to implement various public health programmes and services, including tobacco control. The Ministry of Health Promotion (MHP) has been assigned responsibility for oversight by Order in Council (OIC).

ii) Bring together local PHUs and other stakeholders within its region to plan and implement collaborative initiatives that benefit the public and improve health by contributing to the reduction of tobacco use, including other highly correlated risk factors as appropriate;

iii) Provide program support and coordination by facilitating communication between local PHU, tobacco control programs, provincial programs, non-governmental organizations (NGOs), the Ministry of Health Promotion and other chronic disease prevention programs, on tobacco control issues and activities. Enhance local and regional community-based activities, and projects that further the goals of comprehensive tobacco control through capacity building activities (i.e. knowledge exchange and technical assistance).

\(^3\) Population health assessment, surveillance, research and program evaluation are requirements within the OPHS foundational standard and support improved public health planning and service delivery.
Scope of Project:

Public Health Units/Departments are organized geographically into Tobacco Control Area Networks ranging in size from 1 (Toronto) to 9 local Public Health Departments.

The Ministry of Health Promotion has funded TCANs to facilitate communication, regional planning, and collaboration among local PHUs, non-governmental organization and other partners. TCAN staff also participates in provincial planning and advisory committees in order to ensure that local and regional needs are communicated and inform provincial planning, and to assist with the coordinated implementation of province-wide programs within their regions.

TCANs are viewed as a forum for health promotion leadership, coordination, and collaboration using tobacco control as a base and including other highly correlated risk factors, as appropriate, to improve the health status of the general public and focus on the needs of the specific populations that bear a disproportionate burden of disease.

Major Deliverables and Program Requirements

Summary of Major Deliverables:

- Develop, maintain, and support collaborative regional planning structures which include monthly network meetings, steering committee, and regional sub-committees as required.

- Assess the status of tobacco control within the TCAN catchment area, measuring status in relationship to the Ontario Public Health Standards, utilizing the accompanying Comprehensive Tobacco Control Guidance Documents.

- Facilitate efforts to identify knowledge gaps, technical assistance, and practice-based training needs in tobacco prevention, cessation, and protection, assisting resource centres, (e.g. PTCC, TEACH, SHAF, THCU, etc.) to address these needs.

- Represent the perspective and needs of local programs at the provincial level through participation on provincial advisory and planning committees.

- Support communication and information exchange between local PHU, provincial programs, and the Ministry of Health Promotion.

- Lead the development of an Annual Regional Action Plan (RAP) utilizing regional situational assessment data, the Ontario Public Health Standards, the accompanying Comprehensive Tobacco Control Guidance Document, OTRU reports and other recognized evidence to guide planning. The RAP will describe an annual schedule of coordinated regional tobacco control activities that engage local PHU staff (including, but not limited to, Tobacco Control Coordinators) in these events/activities.

- Using the Ontario Public Health Standards and accompanying Guidance Documents as a guide, coordinate and implement regional and support local community-based activities in tobacco use prevention, cessation and protection that
will benefit the public by reducing the burden of illness and death related to tobacco use.

- Establish linkages to tobacco control efforts, chronic disease prevention programs and other highly correlated risk factors to tobacco use whenever possible.
- Employ a full-time Tobacco Control Area Network Coordinator (1 FTE) and a full-time Youth Development Specialist (1 FTE) to plan, coordinate and implement approved programming.

**Detailed Program Requirements:**

**Development and Maintenance of a Collaborative Infrastructure**

- Play a leadership role in the formation and maintenance of a Tobacco Control Area Network consisting of local PHU and other local and regional organizations and groups actively involved in tobacco control. Convene monthly meetings of the TCAN. Support communication and information exchange among members of the TCAN and between the MHP and the TCAN through a variety of channels including regularly scheduled meetings and teleconferences, dissemination of provincial updates to TCAN members via e-mail, etc.

- Play a leadership role in the formation and maintenance of a Tobacco Control Area Network Steering Committee.

- Facilitate the formation and maintenance of TCAN sub-committees, (e.g., training, public education/social marketing, cessation, and enforcement, etc.). Provide logistical and staff support (e.g., arranging meeting space, teleconferencing, and facilitating/leading meetings, as required).

**Program Development and Implementation**

- Work with the TCAN at large, the Area Network Steering Committee and relevant sub-committees to develop and implement an annual, evidence-based Comprehensive Tobacco Control Regional Action Plan (RAP). This Regional Action Plan will describe an annual schedule of tobacco use reduction and control activities at a regional level that demonstrates coordination and collaboration among the participating Public Health Departments and community-based organizations.

- Regional coordination and collaboration is intended to increase the number and reach of evidence-based community activities, in order to amplify the impact of tobacco control initiatives in the Province as well as maximize the utilization of resources. In order to demonstrate the value of participation to local public health agencies, TCAN members should develop regional activities that can be applied locally (i.e., activities that actually take place within the participating Public Health Departments’ geographic areas).
• Coordinate media and public relations activities in the Tobacco Control Area Network; the media/public relations sub-committee in the Tobacco Control Area Network will maintain a current media calendar of paid and earned media activities within the TCAN.

• Lead region-wide and/or province-wide activities, as required.

• Coordinate development of all new public education material intended for regional campaigns among the Tobacco Control Area Network members, including working with the Communications Services Branch of the Ministry of Health Promotion to ensure that new materials developed are accurate, inventoried and made available for provincial dissemination.

Training and Knowledge Exchange

In partnership with the Program Training and Consultation Centre (PTCC), assist with the prioritization and development of a TCAN schedule of learning opportunities for TCAN members.

• Work with the PTCC to coordinate the planning and delivery of training opportunities, as required, including those not specified in the annual training schedule.

• Work with PTCC and other resource centres to assist in the development of learning experiences that will enhance the effectiveness of community-based tobacco control practices (i.e., Communities of Practice) and the implementation of the Ontario Public Health Standards.

Youth Related Activities

• Under the supervision/guidance of the TCAN Coordinator, the TCAN Youth Development Specialist (YDS) will work collaboratively with a PHU Youth Engagement staff person to develop, plan and implement regional action plans, including a Regional Youth Engagement Coalition as follows:

Regional Youth Engagement Coalition (Youth):

These coalitions will provide a forum for youth in the regions to come together as a coalition to share their accomplishments and future ideas about tobacco control and associated or highly correlated risk factors. These meetings should be used as a vehicle to stimulate critical thinking, enhance skills, and increase youth commitment to community health, especially tobacco use reduction and the reduction of other highly correlated risk factors in order to improve the overall health of the community/sub-population. Bi-annual meetings may include volunteer youth (e.g., youth involved in school-based programs, youth who are participating in other community-based programs, and etc). In addition:
o Youth from each PHU jurisdiction along with the YE adult staff (where interested, available) will represent their community on this coalition. (At least 1 individual from each PHU jurisdiction must attend each meeting).

o TCANs must implement youth engagement guiding principles, including the use of youth engagement funding allocation, for the purposes of providing honorariums, stipends, meals, transportation cost and other non-monetary incentives, which ensure that youth, including volunteers are valued for their time, effort and engaged in the program.

o YDS will facilitate the formation of the commitment requirements, expectations, and deliverables for this coalition. Meetings will take place via teleconference and face to face where available. (e.g. Terms of Reference)

o The purpose of this coalition will be to connect youth regionally to plan, coordinate and implement regional activities (within TCAN structure), bridge local programming across their region and to help coordinate ACTION week and/or other provincial activities.

o The YDS will facilitate this coalition by providing the opportunity for youth/young adults to lead and participate in regional activities, and build support for local community initiatives.

**YDS role within regional youth engagement coalition (youth):**

o The YDS will facilitate and support youth/young adult representatives from each PHU jurisdiction within the region to form a regional youth engagement coalition.

o Assist members of coalition with regional activity planning, so that coordination and implementation occurs at a local, regional and provincial level.

o Provide training and guidance for regional activity coordination; on topic chosen, logistics, planning, etc. and supporting youth engagement principles in the YE coalition.

o Assist with the orientation for new members.

Meetings will also occur outside of school hours. Youth outside a 100 kilometer radius are encouraged to meet face to face, and will be offered opportunities to participate via video/web conference by the CPHU. Travel in excess of 100
kilometers to meeting may also be subsidized by the CPHU, dependent on budget constraints.

- Work with Public Health Departments, particularly with Tobacco Control Coordinators (TCCs) and Youth Engagement staff person(s), to develop and implement activities that engage youth in their geographic areas.

- Represent the interests and needs of local programs as a member of the provincial Youth Task Group.

- Provide technical assistance to PHU and other MHP funded youth program initiatives to engage youth and adults who work youth, including coordinating with PTCC, Youth Advocacy Training Institute, and other MHP funded youth programs as necessary.

Other Program Requirements:

Staffing and Program Management

- One full time TCAN Coordinator and one full time Youth Development Specialist will be employed. The TCAN Coordinator will supervise the activities of the Youth Development Specialist providing supervision and/or guidance.

- Management and accountability for this project initiative will be separated from other local Smoke Free Ontario grants received from the MHP.

Mandatory Training

- The TCAN Coordinator and Youth Development Specialist will attend training and events as required by MHP.
- Mandatory training includes: The Ontario Tobacco Research Unit’s online course, "Tobacco and Public Health: From Theory to Practice". The TCAN Coordinator and the Youth Development Specialist will complete each evidence-based module on protection, prevention and cessation.
- The TCAN Coordinator and the Youth Development Specialist will participate in training and technical assistance that is aimed at meeting the requirements of the Ontario Public Health Standards and the accompanying Comprehensive Tobacco Control Guidance Documents.
- Additional mandatory courses will be announced in response to needs.
- The Youth Development Specialist will also complete mandatory youth training provided by the Youth Advocacy Training Institute.
Collaboration/Joint Planning and Implementation

- As stated earlier, it is important to demonstrate the value of participation to local public health agencies, TCAN members should develop regional activities that can be applied locally (i.e., activities that actually take place within the participating PHU geographic areas).
- Programs will participate in province-wide projects as required by MHP.

Public Relations and Media

Regional public education/social marketing campaigns should focus on print, radio, transit, billboards, and emerging new media such as internet and social media. The use of earned media is highly encouraged as a focus of local and regional media efforts. Paid media should not exceed 20% of the total budget.

Public relations efforts should also be made to develop and maintain positive community understanding of tobacco control issues and to garner media attention for tobacco control activities and events.

Programs will use the “Smoke-Free Ontario Identity Guidelines” on all media, public education and related collateral funded under this contract and any other Ministry-funded tobacco control program, unless otherwise specified by the MHP. All public education products will be submitted to the Communications Services Branch of the Ministry of Health Promotion for approval to meet standards for branding.

Programs will keep the Communications Services Branch, Ministry of Health Promotion, informed of all plans for paid media. All approved media must be specified in the regional TCAN media and public relations calendar.

Collaboration and coordination of media and public relations campaigns across TCAN boundaries is encouraged.

Up to $5,000 must be allocated to the organization of a youth led annual regional public relations event(s).

Research and Evaluation

The Ontario Tobacco Research Unit will be working collaboratively with the local PHU to assure effective use of research and evaluation resources.

The local PHU will work with OTRU as instructed by the Ministry of Health Promotion as follows:

A. Participate in the development, implementation, and use of the Performance Indicators Monitoring System (PIMS).
B. Work with OTRU to develop performance indicators and to establish procedures for continuous data importing and input, including participation in PIMS training.

C. Cooperate in data quality assurance activities and work with OTRU to refine and update indicators.

D. Conduct monthly and/or quarterly PIMS data importing and data entry at agreed intervals of time (i.e., 15th of each month/quarter). For example: (work plan, budget submission/ expenditures, evaluations, semi-annual and annual reports)

E. Collaborate with OTRU in the conduct of formative and/or outcome evaluations as needed. Facilitate evaluation work by collaborating and providing access to data, personnel and documents.

F. Consult with OTRU in the enhancement of draft evaluation reports.

G. Participate in intervention documentation activities, including the preparation of logic models reflecting intervention theories of action.

- TCAN will submit an annual regional action plan in a format to be specified by the Ministry of Health Promotion and may will also contribute to long-range Smoke-free Ontario Strategy planning.

- TCAN will ensure timely responses to routine requests for annual work plans, program monitoring data and reports as required by the Ministry of Health Promotion.

Budget

- Programs will ensure that a discrete cost centre is maintained for this project initiative, separate from any other Smoke Free Ontario (SFO) grants received from MHP and cost-shared program. Programs will submit expenditure reports in a format specified by MHP.

- A minimum of 10% of the total budget will be used to support the implementation of the Regional Action Plan.

- A total dollar maximum of $1,000 may be allocated for recognition awards for youth/adult volunteers.

- Up to 10% of the program budget can be used to assess program reach and impact.

Other

- Local public health agencies and SFO-funded programs must comply with the Smoke-Free Ontario Act.
• Local public health agencies and funded programs will not accept money or products from the tobacco industry or those acting on behalf of the industry. This applies to all contractors providing services under this grant.

*Time Lines*

An annual Regional Plan will be submitted to the Ministry of Health Promotion that describes the schedule for activities that will occur from January 1, 2010 through December 31, 2010.
### Schedule B - Budget
**January 1 to December 31, 2010**

<table>
<thead>
<tr>
<th>Program</th>
<th>Up To Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Engagement Strategy</td>
<td>$118,380</td>
</tr>
<tr>
<td>Tobacco Control Coordination</td>
<td>$100,000</td>
</tr>
<tr>
<td>Tobacco Enforcement</td>
<td>$330,017</td>
</tr>
<tr>
<td>Tobacco Control Area Networks</td>
<td>$285,000</td>
</tr>
<tr>
<td>Tobacco Control Area Networks (Youth Engagement)</td>
<td>$221,440</td>
</tr>
<tr>
<td><strong>Total Allocation 2010</strong></td>
<td><strong>$1,054,837</strong></td>
</tr>
</tbody>
</table>
**SCHEDULE C - PAYMENT SCHEDULE**  
**JANUARY 1 TO DECEMBER 31, 2010**

Funding up to the maximum agreed amount for the funding period will be provided on the following basis subject to subsection 4.2(c):

- Bi-monthly payments, commencing January 1, 2010

<table>
<thead>
<tr>
<th>PAYMENT</th>
<th>SCHEDULE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 90% of Approved Annual Allocation</td>
<td>Bi-monthly Payments</td>
<td>Up to $959,353</td>
</tr>
<tr>
<td>10% Holdback of Approved Annual Allocation</td>
<td>Payment, contingent upon receipt of required reports (for the period January 1 to September 30, 2010), which are due on or before October 31, 2010.</td>
<td>Up to $105,484</td>
</tr>
<tr>
<td>One-Time Grants</td>
<td>One-Time Payments</td>
<td>Up to $0</td>
</tr>
<tr>
<td>Total Amounts Payable in 2010</td>
<td>Grand Total</td>
<td>Up to $1,054,837</td>
</tr>
</tbody>
</table>
**SCHEDULE D — FINANCIAL AND PROGRAM REPORTS**
**JANUARY 1 TO DECEMBER 31, 2010**

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 2nd Quarter Interim Activity Report and Financial Report</td>
<td>August 15, 2010</td>
</tr>
<tr>
<td>2. 3rd Quarter Financial Report</td>
<td>October 31, 2010</td>
</tr>
<tr>
<td>2. 4th Quarter Final Activity Reports and Un-audited Financial Report</td>
<td>February 15, 2011</td>
</tr>
<tr>
<td>6. Reports specified by the Province from time-to-time</td>
<td>On a date specified by the Province</td>
</tr>
</tbody>
</table>

**Report Details**

1. **2nd Quarter Interim Activity Report and Financial Report**

   This report contains programme activity progress and actual expenditures for each cost category at the end of 6 months of the funding year/period.

   For the programme activity report, document achievements in relation to the agreed objectives and/or major deliverables, including key project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned deliverables) and barriers encountered; and, if appropriate, planned remedial actions to ensure deliverables are met.

   The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances.

2. **3rd Quarter Financial Report**

   This financial report contains actual expenditures at the end of 9 months of the funding year/period, and a forecast of programme expenditures for the fourth quarter. Reporting templates will be provided by the Ministry. The purpose of this report is to report progress, flag large expenditures that are planned for the 4th Quarter, and identify any funds which will be un-spent by the end of the funding year/period.

   *NOTE: These reports trigger the release of the 10% Holdback in funding.*
Schedule D continued...

3. 4th Quarter Final Activity Report and Un-audited Financial Report

This report contains programme activity progress and actual expenditures at the end of the funding year/period.

For the programme activity report, document achievements in relation to the agreed objectives and/or major deliverables, including key project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned deliverables) and barriers encountered. As appropriate, offer recommendations for future planning.

The financial report will specify actual revenues and expenditures against the approved budget and any resulting variances for the funding period. This report will be signed by authorized signing officers of the organization (e.g., CEO/MOH and/or CFO/Finance Director).

4. Final Un-audited Financial Settlement Report

The final un-audited financial settlement report contains the approved budget and actual expenditures for the agreement funding period after the organization’s financial audit is completed. Reporting templates will be provided by the Ministry and the report will be signed by authorized signing officers of the organization (e.g., CEO/MOH and/or CFO/Finance Director).

5. Organization’s Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Ministry does not require a separate schedule to be prepared for each programme/project funded as long as Ministry revenue and expenditures are identifiable within the report and the unaudited financial and settlement reports (which are programme-specific) are duly signed by authorized signing officers.