

These articles of agreement are made as of the 1st day of April 2013.

Between:

Homeward Trust Edmonton and Homeward Trust Foundation
(hereinafter referred to as the "Homeward Trust")

And

XX
(hereinafter referred to as the "Recipient")

Whereas the Homeward Trust Edmonton is mandated to address the housing needs of the community through strategies and priorities identified in the Community Plan on Housing and Support Services and Municipal and Provincial Plans to End Homelessness designed to improve the living conditions for people experiencing homelessness;

And whereas under such plans, Homeward Trust may provide financial assistance to support the costs of activities that are undertaken in the community designed to reduce and prevent homelessness;

And whereas the Recipient has requested financial assistance from Homeward Trust to carry out a project to reduce and prevent homelessness, as described in Schedule A;

And whereas Homeward Trust has agreed to make a contribution to the Recipient to carry out the Project;

Homeward Trust and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto form the Agreement between Homeward Trust and the Recipient:

- a) these Articles of Agreement; and
- b) attached Schedule A entitled Project Description
- c) attached Schedule B entitled Eligible Costs
- d) attached Schedule C Cash flow Program Costs
- e) attached Schedule D FOIP Requirements
- f) attached Schedule E Improvements to Practice
- g) attached Appendix A Edmonton Housing First Service Manual
- h) attached Appendix B FOIP forms (Client Notification, Consent to Client File Transfer, Consent to Disclosure)
- i) attached Appendix C Housing First Checklist

- j) attached Appendix D Alberta Human Services Governance Framework

2.0 INTERPRETATION

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

- a) "Agreement" means this document and the attached Schedules and Appendices;
- b) "Arms-Length" company or society refers to the Recipient creating a company or society to undertake moving, cleaning, storage and other services to Housing First Clients.
- c) "Arms-Length" agreement refers to a transparent and fair agreement made between the Recipient and the Arms-Length company or society to provide services for a fair and equitable fee.
- d) "Chronically Homeless" refers to individuals who are continuously homeless for a year or more, or have had at least four episodes of homelessness in the past three years. The Client must have been sleeping in a place not meant for human habitation (e.g., living on the street) and/or in an emergency homeless shelter;
- e) "Clients" refers to individuals who are assisted by the Recipient pursuant to this Agreement;
- f) "Duration of Activity" refers to the timeframe of this Agreement set out and indicated in Schedule A of this Agreement and once it is executed by both parties;
- g) "Eligible Costs" are the costs described in Schedule B, incurred by the Recipient or by a third party representing the Recipient in carrying out the Project and which are in compliance with the conditions set out and as described in Schedule B;
- h) "Episodically Homeless" refers to individuals who are homeless for less than a year and have had fewer than four episodes of homelessness in the past three years;
- i) "Funders" refers to Homeward Trust;
- j) "Graduate Rental Assistance Initiative" or GRAI refers to a rental assistance program, administered by Homeward Trust which provides rental assistance to Housing First Clients who are ready to leave the program but who require rental assistance to ensure that they do not return to homelessness.
- k) "Housing First" refers to a client centered program with the goal of providing long term sustainable housing for chronically homeless people. The program places individuals in housing, provides ongoing support services to those individuals, and focuses on developing good relationships with landlords. The duration of the support is for a minimum of one year.
- l) "Intended Purpose" refers to the proposed activities, identified use and services to be provided as a result of the funding received from Homeward Trust as

identified in Schedule A of this Agreement. This includes target clients as outlined in Schedule A of this Agreement;

- m) "Minister" refers to the Minister for Human Services, Government of Alberta. The Minister provides grants for services and needs pursuant to the Housing and Urban Affairs Grant Regulation, A.R. 180/2009. The Minister provides funding to the Community Based Organization (CBO) which in turn contracts with the Recipient to provide support services.
- n) "NWPTA" refers to the New West Partnership Trade Agreement, which refers to the distribution of funds to an entity that is subject to NWPTA, and the subsequent procurement of good and services. These must be in accordance with the requirement of NWPTA.
- o) "Personal Information" refers to personal information as defined in the Freedom of Information and the Protection of Privacy Act;
- p) "Project" is defined as the activity of the Project and what is described and outlined in Schedule A;
- q) "SOS Referral" refers to Clients of Alberta Human Services, a family or an individual with urgent medical needs who is being housed in a hotel. These individuals are identified as a priority for housing and /or housing supports.
- r) "Support Services" refers to interventions and/or services being provided to identified clients that are intended to assist individuals attain higher levels of self-sufficiency and/or increase the probability/opportunity for an individual to perform positive adaptive behaviour.

3.0 CONTRIBUTION

- 3.1 Subject to the terms and conditions of this Agreement, Homeward Trust agrees to make a contribution to the Recipient of an amount equal to or lesser than:
 - a) 100 percent of the Eligible Costs, or
 - b) the maximum contribution amount set out in Schedule A.
- 3.2 All costs incurred over and above the terms of section 3.1 are the sole responsibility of the Recipient. This includes any and all cost overruns associated with the Project and/or costs incurred or disbursed outside the Duration of Activity of the Project.

4.0 TERMS OF PAYMENT

- 4.1 The estimate of the Recipient's financial requirements shall be based upon a forecast of its Cash flow requirements, satisfactory in form and detail, as outlined in Schedule C Cash flow Program Costs of this agreement and submitted by the Recipient to Homeward Trust.
- 4.2 If there is a variance (plus or minus) between the Cash flow requirements and the actual expenditures for any payment period exceeding 15%, the Recipient shall furnish

Homeward Trust with a revised forecast of Schedule C Cash Flow requirements before the following payment claim is submitted.

- 4.3 If the Recipient consistently under-spends against the forecasted Cash flow, Homeward Trust may initiate a downward amendment of the Cash flow for the remainder of the term of the Agreement.
- 4.4 Reconciliation of Homeward Trust's advance or payment shall be based upon the receipt and verification of monthly claims for payment. When submitting a claim, the Recipient shall use a claim form prescribed or approved by Homeward Trust and the time period indicated on the Schedule C Cash flow.
- 4.5 In the event that payments made to the Recipient exceed the amounts to which the Recipient is properly entitled under this agreement, the amount of such excess is a debt owing to Homeward Trust and shall be promptly repaid to Homeward Trust upon request. Specifically, if monthly advances issued exceed claimable expenses, Homeward Trust may, at its discretion, request the excess to be repaid to Homeward Trust or deducted from future advances.
- 4.6 Homeward Trust may withhold payment of any claim or advance pending the completion of an audit of the Recipient's books and records by Homeward Trust or its agent.
- 4.7 The disbursement of funds under this agreement shall be monthly payment advances as per Schedule C. Monthly actual claims must be submitted by the Recipient for eligible expenses and excess funds are subject to clause 4.5.

5.0 REPRESENTATION AND WARRANTY

- 5.1 The Recipient represents and warrants that all statements made to Homeward Trust in connection with its submission for funding, all claims and reporting are true and all the relevant facts have been disclosed.

6.0 OBLIGATIONS OF THE RECIPIENT

- 6.1 The Recipient shall:
 - a) carry out and complete the Project and maintain the "Intended Purpose" as described in the Service Delivery model, within the Edmonton Housing First Service Manual, in a diligent and professional manner, using qualified personnel;
 - b) obtain, prior to the commencement of any Project activity: all permits, licenses, consents, authorizations including Police, Child Welfare and other security

- clearances for personnel working on this Project; and any other checks that are required for the carrying out this Project;
- c) maintain workers compensation coverage in accordance with the requirements of the Workers Compensation Act, R.S.A 2000, c. W-15, as amended from time to time. The Recipient will provide evidence of compliance with the Workers Compensation Act.
 - d) at its own expense insure its operations resulting from this Agreement under a contract of general liability insurance, in accordance with the Alberta Insurance Act, R.S.A. 2000, c. I-3, as amended from time to time, in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including the loss of use thereof;
 - e) maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Recipient in an amount not less than \$1,000,000;
 - f) insurance policy must name Homeward Trust Edmonton as a named insured;
 - g) all insurance required pursuant to this Agreement shall be endorsed to provide to Homeward Trust with thirty (30) days advance written notice of material change or cancellation;
 - h) provide evidence of the aforementioned insurances to Homeward Trust at the time of signing this Agreement;
 - i) ensure that appropriate driver's licenses, as directed by Alberta Transport, are obtained and that personnel have appropriate auto insurance;
 - j) keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of the financial management of the Projects and records of all other Project expenditures and revenues including funding for Project costs received from other sources;
 - k) provide to Homeward Trust the latest copy of audited financial statements at the commencement of the Agreement , and annually thereafter;
 - l) make the books, records, and documents referred to in paragraphs b) and c) above are available at all reasonable times for inspection and audit by the representatives of Homeward Trust or the Government of Alberta who shall be permitted to take copies and extracts from such books and records referred to in paragraphs b) to h) above;
 - m) furnish Homeward Trust such additional information as it may reasonably require with reference to such books, records and documents;
 - n) preserve the books, records and documents referred to in paragraphs b) to h) and keep them available for audit and inspection by representatives of Homeward Trust for a period of seven (7) years following the end of the Duration of Activity ;
 - o) maintain any and all records relative to the Project in good condition for a period of seven (7) years;

- p) ensure that all records are retained for seven (7) years after which time they may be disposed of upon the Minister's consent.
 - q) whenever Homeward Trust, acting reasonably, deems it necessary and so requires the Recipient in writing, retain the services of a duly-qualified accountant approved by Homeward Trust (at Homeward Trust's expense) to carry out an audit of the books and records relating to the Project. The audit report shall certify:
 - i) the total actual expenditures on the Eligible Costs to date,
 - ii) the total payments of Homeward Trust's contribution to date, including the amount of interest that has accrued on any advances of the contribution,
 - iii) that all expenditures, except as noted in the report, were in accordance with this Agreement.
 - r) within 30 days after the completion of the audit report referred to in paragraph q), provide a copy of it to Homeward Trust.
- 6.2 The Recipient shall disclose to Homeward Trust without delay any fact or event that the Recipient is aware of from time to time which may compromise the Recipient's chances of success in carrying out the Project or the Intended Purpose either immediately or in the long term.
- 6.3 The Recipient shall ensure that the Project and the Intended Purpose shall be executed in compliance with all laws, by-laws and regulations.
- 6.4 The Recipient shall both during and following the term of this Agreement indemnify and save Homeward Trust and the Minister for Human Services harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its employees in connection with anything purposed to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the Project or the Intended Purpose. This provision shall survive the termination of this Agreement.
- 6.5 Funding for the housing first program is to be utilized for the sole purpose of funding staff and program costs such as assisting clients find and maintain permanent housing. Housing first funding cannot be used to fund other programs or staff within the Recipient agency.

- 6.6 Individuals funded by this funding agreement cannot be involved in other activities that would present a conflict of interest and / or be in an adversarial position with the policies or positions of their home organization or Homeward Trust as it pertains to housing first or the delivery of the municipal or provincial Plans to End Homelessness.
- 6.7 If the Recipient is subject to the New West Partnership Trade Agreement (NWPTA) or if it distributes grant funds to an entity that is subject to NWPTA, the subsequent procurement of goods and services is in accordance with the requirements of NWPTA.

7.0 COORDINATED INTAKE OF PARTICIPANTS

- 7.1 Homeward Trust has identified a need for a coordinated intake mechanism. Coordinated Intake will support homeless individuals and other high acuity individuals who present themselves at Homeward Trust or other agencies in Edmonton.
- 7.2 Housing First agencies will be required to accept up to 30% of their intake identified in this contract as “New Clients” from the coordinated intake mechanism that will be administered by Homeward Trust.

8.0 REPORTS AND INFORMATION

- 8.1 The Recipient will be required to submit monthly reports utilizing “**Efforts to Outcomes**” case management tool. The expected outcomes are identified in Schedule A.
- 8.2 The Recipient will utilize the **Service Prioritization Decision Assistance (SPDAT)** tool as the assessment tool for housing first client prioritization.

9.0 PUBLICITY

- 9.1 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases referring to this Project or Housing First, that an appropriate acknowledgement of the Homeward Trust’s contribution is made.
- 9.2 The Recipient shall notify Homeward Trust **a minimum of 15 working days (3 weeks)** in advance of any planned communication activities, publications, advertising and press releases.
- 9.3 Homeward Trust, in exercising due diligence, may request advance copy of all materials up to one day before their use and may require changes.

9.4 Use of the Homeward Trust logo is recommended in print promotion and the logo specifications of use shall be provided by Homeward Trust upon request.

10.0 DEFAULT

- 10.1 In the reasonable discretion and opinion of Homeward Trust the following constitute events of default:
- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
 - b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
 - c) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement including all schedules contemplated herein;
 - d) the Recipient has submitted false or misleading information including Efforts to Outcomes data or case management notes, or falsified financial claims, or has not complied with financial and other reporting requirements in a timely manner including failure to provide current or latest Audited Financial Statements;
 - e) the Recipient has failed to proceed diligently with the Project or the Intended Purpose, or is not fulfilling the Intended Purpose, or is not meeting outputs, outcomes or performance indicators as outlined in the Articles of Agreement and Schedule A.
 - f) the Recipient has failed to comply with the principles of Housing First as outlined in Appendix A;
 - g) the Recipient fails to respond appropriately to a critical incident; and or fails to report a critical incident to Homeward Trust.
- 10.2 If an event of default specified in paragraph 10.1 has occurred and the Recipient has not remedied the default within 15 days of receiving a written notice of default from Homeward Trust, or a plan satisfactory to Homeward Trust to remedy such event of default has not been put into place within such time period; Homeward Trust may, in addition to any remedies otherwise available, immediately terminate by written notice any obligation to make any further contribution to the Recipient. However, all eligible costs up to the date of termination will be paid by Homeward Trust.
- 10.3 In the event Homeward Trust gives the Recipient written notice of default pursuant to paragraph 10.2, Homeward Trust may suspend any further payment under this

agreement until the end of the period given to the Recipient to remedy the event of default.

- 10.4 The fact Homeward Trust refrains from exercising a remedy it is entitled to exercise under this agreement shall not be considered to be a waiver of such right, and furthermore, partial or limited exercise of a right conferred upon Homeward Trust shall not prevent Homeward Trust in any way from later exercising any other right or remedy under this agreement or other applicable law.

11.0 NOTICE

- 11.1 Any notice, information or other document required to be given under this Agreement shall be sent by regular mail, personal service, facsimile or registered mail. Any notice, information or document shall be deemed to have been received on delivery. Any notice, information or other document sent by facsimile shall be deemed to have been received one working day after it is sent. Any notice, information or other document by registered mail shall be deemed to have been received when it is signed for.

- 11.2 Any notice or correspondence shall be addressed to in the case of Homeward Trust

Homeward Trust Edmonton
6th Floor
10242 - 105 Street
Edmonton, AB T5J 3L5
FAX: 780-496-2634

In the case of the Recipient, to the address indicated in Schedule A of this agreement.

12.0 EARLY TERMINATION

- 12.1 Homeward Trust may terminate this agreement at any time without just cause upon not less than one (1) month written notice of intention to terminate.
- 12.2 In the event of termination notice being given under section 12.1:
- a) the Recipient shall make no further commitments in relation to the project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - b) all eligible costs incurred by the Recipient up to the date of termination will be paid by Homeward Trust, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Homeward Trust that the costs mentioned herein were actually

- incurred by the Recipient and the same are reasonable and properly attributable to the termination of the agreement; and
- c) the amount of any contribution funds which remain unspent shall be promptly repaid to Homeward Trust, and such amount shall be a debt due to Homeward Trust.

- 12.3 The Recipient shall negotiate all contracts related to the Projects, including subcontracts and employment contract on terms that will enable the Recipient to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this agreement, and generally the Recipient shall cooperate with Homeward Trust and do everything reasonably within its power at all times to minimize and reduce the amount of Homeward Trust's obligations in the event of early termination hereunder.
- 12.4 The recipient shall cooperate with Homeward Trust and take reasonable steps to minimize Homeward Trust's obligation in the event of early termination hereunder.

13.0 GENERAL

- 13.1 The recitals and section headings shall form part of this Agreement. The recitals and section headings provide both parties with greater understanding and certainty respecting the purpose and goals herein;
- 13.2 This Agreement may be amended by the mutual consent of both parties. To be valid, any amendment shall be in writing and signed by both parties.
- 13.3 The Recipient shall not assign this Agreement or any part thereof or any payments to be made thereunder without the written permission of Homeward Trust and any assignment made without that permission is void and of no effect.
- 13.4 The management, supervision and control of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Homeward Trust.
- 13.5 The parties hereto declare that nothing in this Agreement shall be construed as creating a legally binding partnership or agency relationship between them.
- 13.6 The Recipient shall ensure that it has prudent insurance during the life of the Project and such other insurance as Homeward Trust deems appropriate from time to time. Upon request of Homeward Trust, the Recipient shall produce evidence of this general liability insurance. In the event Homeward Trust is provided a charge upon the lands

then Homeward Trust shall be named as an additional insured under any and all applicable insurance policies.

13.7 This Agreement is binding upon the Recipient and its successors and assigns and supersedes all previous agreements between the parties regarding this Project.

13.8 This Agreement shall come into force and effect when it is executed by both parties and as indicated by the Duration of Activity in Schedule A. **SIGNED ON BEHALF OF HOMEWARD TRUST EDMONTON**

Signature

Chief Executive Officer

Date

Signature

Director

Date

SIGNED ON BEHALF OF

Signature

Title

Date

Signature

Title

Date