

## LEGISLATIVE RETURN

SUBMITTED BY: Hon. Pauline Frost, Minister of Health and Social Services



1. On \_\_\_\_\_,

☐ asked the following question during the Oral Question Period  
at page(s) \_\_\_\_\_ of *Hansard*

☐ submitted the following written question – WQ No. \_\_\_\_\_

☐ gave notice of the following motion for the production of papers – MPP No. \_\_\_\_\_

RE: \_\_\_\_\_

OR

2. This legislative return relates to a matter outstanding from discussion related to:

Agreement between the Salvation Army and the Government of Yukon

on March 8, 2018 at page(s) 1973 of *Hansard*.

The response is as follows:

Attached are copies of the Transfer Payment agreements between the Salvation Army and the Government of Yukon for the following periods:

September 1, 2017 to March 31, 2020

April 1, 2017 - September 30, 2017

August 1, 2017 - October 1, 2017

March 27, 2018  
Date

[Signature]  
Signature

TRANSFER PAYMENT AGREEMENT

TPA Description: O&M - Centre of Hope

Agreement #: T00014184  
Agreement Type: Operating

COMMITTED

Recipient:	CDSALVATIOAR THE SALVATION ARMY BOX 36 STN CSC WHITEHORSE, YT, Y1A 5X9 CANADA	Recipient Type:	Society (Yukon Registered)
		Recipient Contact:	Ian McKenzie (867) 668-2327
Program Manager:	Christine Tapp (867) 667-5772	Agreement Start Date:	September 1, 2017
		Agreement End Date:	March 31, 2020
Location of Work:	Whitehorse	Funding Program:	No funding program
Agreement Value:	3,100,000.00	Internal File #:	

Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2017/18	151-311010-0301- -90401		700,000.00
2018/19	151-311010-0301- -90401		1,200,000.00
2019/20	151-311010-0301- -90401		1,200,000.00
			3,100,000.00

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Pauline Frost  
Minister, Health and Social Services

SEE ATTACHED

Approved, Authorized Officer/Title  
Print Name/Title

Signature

Date (year/month/day)



Health and Social Services

Code: 151-311010-0301- -90401

Transfer Agreement #: T000 141 84

Vendor ID: CDSALVATIOAR

Amount: \$3,100,000

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**Transfer Payment Agreement**

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THIS AGREEMENT made at Whitehorse, Yukon on September \_\_\_\_, 2017.

**BETWEEN:**

The Government of Yukon, as represented by the Minister of Health and Social Services, in the Department of Health and Social Services ('YG')

**AND:**

The Governing Council of The Salvation Army in Canada, incorporated under the laws of Canada (the 'Recipient')

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**WHEREAS**

A. The Recipient has requested funding in order to provide emergency shelter services to persons who are homeless, transitional housing for person who require additional supports prior to living independently in the community, a drop-in meal program, and a drop-in activities program; and

B. YG wishes to provide the Recipient with funding to support this endeavor.

**1.0 This Agreement**

This Agreement, together with all the Schedules and Appendices, shall be read collectively and constitutes the whole Agreement between the Parties, and no oral or written representations on its subject matter are valid unless incorporated in this Agreement.

**2.0 Definitions and Interpretation**

**2.1 In this Agreement:**

'Budget' means the total amount of revenues and expenses, including any 'in-kind' and 'own-resources' assistance, budgeted for the Project and detailing the use of Funds as set out in Schedule B;

'Financial Report' means a report of all actual and budgeted Project revenues and expenses;

'Fiscal Year' means the year commencing on April 1<sup>st</sup> in one calendar year and ending on March 31<sup>st</sup> in the following calendar year;

'Funds' means the financial assistance provided by YG to the Recipient pursuant to this Agreement;

'Project' means the activities and work plan as more fully described in Schedule A;

'Project Report' means a report of Project activities and deliverables;

'Records' means invoices, receipts, vouchers, bank statements and all transactional information pertaining to incurred expenses and commitments made by the Recipient or its agents in carrying out the Project and the obligations of this Agreement; and

'Terms of Payment' means the terms of payment as set out in Schedule C.

- 2.2 In this Agreement, words importing a singular number shall include the plural and vice versa, as required by the context.
- 2.3 In this Agreement, headings are inserted only for convenience of reference and shall not affect its construction or interpretation.
- 3.0 The Project
- 3.1 The Recipient shall use the Funds to carry out the Project in accordance with Schedules A and B.
- 4.0 Term
- 4.1 The term of this Agreement shall be from September 1, 2017 to March 31, 2020.
- 5.0 Provision of Financial Assistance
- 5.1 YG shall provide the Recipient with Funds for the purpose of the Project in an amount not to exceed three million one hundred thousand dollars (\$3,100,000) for the term of this Agreement.
- 5.2 YG shall pay the Funds to the Recipient in accordance with the Terms of Payment.
- 5.3 The obligation of YG to provide the Funds is subject to the Recipient abiding by the terms and conditions of this Agreement.
- 5.4 The YG confirms that:
- 5.4.1 this Project and the payment of Funds to the Recipient complies with the *Financial Administration Act* (Yukon); and
- 5.4.2 the Funds have been appropriated by the Legislature for the purpose of this Agreement;
- 5.5 The Recipient warrants that it has declared all amounts owing to YG and that the Recipient is not in default of any payment schedule in respect of the amounts owing to YG.
- 6.0 Financial Accountability
- 6.1 In respect of the Funds, the Recipient shall:
- 6.1.1 incur expenses only for the purposes of this Agreement;
- 6.1.2 allocate the Funds received in accordance with this Agreement; and
- 6.1.3 submit to YG an unaudited Financial Report for each fiscal year of the term of this Agreement will be submitted to YG on or before April 15 of the following fiscal year.
- 6.2 A final audited Financial Report may be required by YG for each fiscal year of the term of this Agreement. If requested by YG, the final audited Financial Report will be submitted to YG on or before October 1 of the following fiscal year and will be accompanied by to be accompanied by:
- a. copies of invoices, receipts and vouchers;
- b. certification by an independent Chartered Professional Accountant, Certified General Accountant or Certified Management Accountant; and
- c. certification by the Recipient's Director of Finance or Treasurer.
- together with any documentation considered necessary and relevant to support the audited Financial Report.
- 6.3 At any time YG shall be permitted to request additional financial documentation that will be provided in a reasonable period of time.
- 6.4 YG shall not be obliged to pay any bills or other costs incurred during the term of this Agreement that are submitted more than fourteen (14) days after the expiry or termination of this Agreement. Any Funds provided through this Agreement that are:

6.4.1 not expended at the expiry or termination of this Agreement; or

6.4.2 not properly expended for the purposes of this Agreement

shall constitute a debt due to YG and shall, upon request by YG, be repaid immediately by the Recipient to YG. Any interest owing on this debt is calculated from the date the amount became repayable.

#### **7.0 Reduction of the Funds**

7.1 The Recipient shall immediately advise YG in writing if:

7.1.1 the Recipient receives additional payments or, excepting volunteer time, any other form of contribution, gift, or grant in respect of the Project other than those described in the Budget; or

7.1.2 the Recipient or any other contributor reduce their contribution to the Project.

7.2 If it comes to the attention of YG that the Recipient received additional assistance referred to in 7.1, then YG may reduce the Funds by such amount as it may decide.

7.3 YG shall give the Recipient thirty (30) days written notice before reducing the Funds.

7.4 The reduced amount of Funds under 7.2 shall be the amount of financial assistance for the purposes of this Agreement.

#### **8.0 Project Reporting Requirements**

8.1 The Recipient shall:

8.1.1 submit Project Reports to YG for the period April 01 to September 30, on or before October 15 of each year of this agreement; and

8.1.2 submit an annual Project Report to YG for each year of the term of this Agreement, on or before April 15 of 2018, 2019, and 2020.

8.1.2.1 This annual Project Report will describe the Recipient's activities in addition to the planned program objectives and outcomes, an analysis of the results achieved, and any divergence from the objectives and intended outcomes.

#### **9.0 Audit**

9.1 The Recipient shall:

9.1.1 acknowledge that YG or its agents may audit any or all of the Records related to this Agreement, as is necessary to satisfy YG that the objectives and activities of the Project have been carried out and that the Funds have been spent in accordance with the terms of this Agreement;

9.1.2 keep all Records for two (2) years after the expiry or termination of this Agreement, unless otherwise notified in writing by YG that such information and documents are no longer needed;

9.1.3 make such Records available for audit by YG upon reasonable notice, and permit YG to audit and inspect the Records, and to take extracts from and make copies of the Records;

9.1.4 provide reasonable facilities to YG for such audits and inspections, and provide YG with all information necessary to understand the Records;

9.1.5 immediately reimburse YG any overpayments or non-allowed expenses, as determined by the audit; and

9.1.6 maintain the Records in respect of this Agreement in an appropriate and confidential manner.

#### **10.0 Access to Staff, Records and Premises**

- 10.1 Upon reasonable notice, the Recipient shall provide YG with access to the Recipient's staff, with direct knowledge of the Project, Records and premises where the Records are kept for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this Agreement, and related to the evaluation of the effectiveness or efficiency of the Project.
- 11.0 Evaluation**
- 11.1 The Recipient shall maintain, in a manner acceptable to YG, case files and other data that may be required for on-going monitoring, review and evaluation of the Project.
- 11.2 The Recipient will participate in the development of an evaluation framework in collaboration with YG.
- 11.3 The Recipient shall cooperate with YG in the event that YG undertakes any evaluation in respect of this Project, and shall provide copies of existing information, data, and statistics that YG reasonably requires to carry out such evaluation studies.
- 12.0 Communication and Public Acknowledgement**
- 12.1 Any information released or announced to the public in any form by the Recipient in respect of the Project shall adequately acknowledge the contribution made by YG.
- 12.2 Any information released or announced to the public in any form by YG in respect of the Project shall adequately acknowledge the contribution made by the Recipient.
- 13.0 Legal Relationship**
- 13.1 Nothing in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- 13.2 The Recipient shall not make any representation that the Recipient is an agent of YG and shall ensure that any officers, employees, contractors, members, agents or successors of the Recipient do not make any representation that could reasonably lead any member of the public to believe that the Recipient, its officers, employees, contractors, members, agents or successors are agents of YG.
- 14.0 Liability**
- 14.1 The Recipient shall use due care in carrying out the Project and in performing its obligations under this Agreement to ensure that it does not cause any injury (including death) to persons, damage or loss to property or infringement of rights.
- 14.2 YG shall not be liable for any action or inaction of the Recipient or any of the Recipient's officers, employees, contractors, members or agents during the performance of the Project.
- 14.3 YG shall not be liable for any injury to the Recipient, its officers, employees, contractors, members or agents or for any damage to or loss of property of the Recipient, its officers, employees, contractors, members or agents caused by, arising from, or in any way related to the performance of this Agreement.
- 15.0 Conflict of Interest**
- 15.1 No Member of the Yukon Legislative Assembly shall be admitted to any share or part of this Agreement or to any benefit arising from it, unless such benefits are available to the population at large.
- 15.2 No official or employee of YG shall be admitted to any share or part of this Agreement or to any benefit arising from it without the written consent of the official's or employee's Minister, unless such benefits are available to the population at large.
- 15.3 No current or former public servant or public officer holder to whom the *Conflict of Interest (Members and Ministers) Act*, Part 13 of the *Public Service Act*, the *Cabinet and Caucus Employees Act*, or Policy 3.39 of the Yukon Government General Administration Manual applies, shall derive any direct benefit from this Agreement, including any employment, payment or gifts, unless the provision and receipt of such benefits is in compliance with such legislation and policy.
- 16.0 Intellectual Property Rights**

- 16.1 Any material produced by the Recipient in carrying out its obligations under this Agreement shall vest in and remain the property of the Recipient, unless otherwise agreed. The Recipient shall inform YG as to what material, if any, has been produced under this Agreement.
- 16.2 The Recipient grants to YG a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free licence to make, copy, translate, use, produce or further develop all materials for any purpose, except sale or licensing in commercial competition with the Recipient. YG's licence also includes the right to disclose the components to other organizations for information purposes only.
- 17.0 Confidentiality**
- 17.1 YG and the Recipient shall both protect any confidential information according to applicable federal, provincial or territorial legislation.
- 17.2 YG and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties. Such efforts shall be in accordance with the *Access to Information and Protection of Privacy Act* (Yukon) or other applicable legislation.
- 17.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, employees, contractors, members, agents or successors become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates.
- 17.4 YG shall ensure that all personal information to which YG, its officers, employees, contractors and agents become privy shall be treated as confidential in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).
- 18.0 Indemnification**
- 18.1 The Recipient shall save harmless and fully indemnify YG, its officers, employees, contractors and agents from and against all claims, liabilities, and demands arising directly or indirectly from:
- 18.1.1 any act, omission, or negligence of the Recipient, its officers, employees, contractors, members, agents or successors arising in connection with this Agreement;
- 18.1.2 any breach of this Agreement by the Recipient, its officers, employees, contractors, members, agents or successors unless such breach is a direct result of a breach by YG of its obligations under this Agreement; and
- 18.1.3 any injury (including death) to persons (including employees, contractors or clients/service patrons), damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of the Recipient's obligations under this Agreement.
- 18.2 The above indemnity shall include all reasonable legal costs.
- 19.0 Assignment**
- 19.1 This Agreement shall not be assigned, transferred, subcontracted or otherwise delegated by the Recipient without the prior written consent of YG. Any attempt to assign, transfer, subcontract or otherwise delegate any of the rights, duties, or obligations of this Agreement without written consent is void and of no effect.
- 20.0 Amendment**
- 20.1 Any amendments to this Agreement shall be made in writing and executed by both Parties.
- 21.0 Successors**
- 21.1 This Agreement is binding upon the Parties and their respective administrators and successors.
- 22.0 Severability**

- 22.1 If any of the terms or provisions of this Agreement are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.
- 23.0 Breach or Non-fulfillment**
- 23.1 The Recipient shall give YG notice of the breach or non-fulfillment of any provision of this Agreement.
- 23.2 The failure of the Recipient to give notice to YG of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance by YG of:
- 23.2.1 the breach or non-fulfillment;
- 23.2.2 a further breach or non-fulfillment of the same provision; or
- 23.2.3 the breach or non-fulfillment of any other provision of this Agreement.
- 24.0 Termination**
- 24.1 Either Party may terminate this Agreement without cause by giving the other Party one hundred and twenty (120) days written notice of its intention to terminate.
- 24.2 The Recipient shall, within one hundred and twenty (120) days of giving or receiving notice of intention to terminate, discharge any outstanding obligations under this Agreement.
- 24.3 In addition to any default that would at law entitle YG to terminate the Agreement, any of the following shall also constitute a default by the Recipient:
- 24.3.1 the Recipient fails to perform or comply with any term, condition or obligation under this Agreement;
- 24.3.2 the Recipient, in support of its application for funding, or proposal, or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to YG;
- 24.3.3 the Recipient fails to make progress so as to jeopardize the success or outcome of the Project in accordance with this Agreement;
- 24.3.4 in the opinion of YG, there is a detrimental change in the Recipient's ability to carry out its responsibilities under this Agreement;
- 24.3.5 the Recipient is no longer in good standing or ceases to operate;
- 24.3.6 the Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvency debtors; or
- 24.3.7 the Recipient is dissolved, or an order is made or resolution passed for the winding up of the Recipient.
- 24.4 If, in the opinion of YG, an event of default occurs, then YG may, with prior notice to the Recipient and without restricting any remedies otherwise available:
- 24.4.1 arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;
- 24.4.2 require that the Recipient takes such reasonable actions as may be necessary to remedy the event of default;
- 24.4.3 audit or cause to have audited the accounts and Records of the Recipient;
- 24.4.4 direct the Recipient to repay forthwith to YG all or part of the Funds paid under this Agreement;
- 24.4.5 withhold all or part of the Funds payable under this Agreement; or
- 24.4.6 terminate the Agreement and YG's obligation to provide any further Funds to the Recipient.



24.5 YG may exercise any one or more of the remedies set out in 24.4.

**25.0 Obligations Surviving Termination**

25.1 All obligations of the Parties shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled, or by their nature, expire.

**26.0 Notice**

26.1 Any written communication, report, or notice required pursuant to this Agreement may be given by personal delivery to the undersigned, or by fax or by prepaid mail to the addresses set out below. A notice shall be considered to be received if delivered personally on the date of delivery; if delivered by fax, two business days after transmission; or if delivered by mail, three business days after mailing.

**If to YG:**

Department of Health and Social Services, Government of Yukon  
Suite 100 – 204 Lambert Street (H-3), Whitehorse, Yukon Y1A 1Z4

Attention: Christine Tapp, A/Director Social Supports  
Phone: (867) 667-3705  
Fax: (867) 667-5815

**If to the Recipient:**

The Governing Council of the Salvation Army in Canada  
311 Black Street  
Whitehorse, Yukon Y1A 2N1

Attention: Ian McKenzie, Executive Director  
Phone: (867) 668-2327  
Fax: (867) 668-5763

**The remainder of this page is left blank intentionally**

27.0 Signing of this Agreement

27.1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement.

28.0 Counterparts

28.1 This Agreement may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.


IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives on the date first written.

GOVERNMENT OF YUKON  
as represented by the


Minister, Health and Social Services

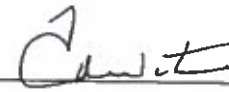
  
Honourable Pauline Frost

Oct 19, 2017  
Date


)  
)  
)  
) In the presence of  
)  
)   
) (name and signature of a witness 19  
) years of age or older)  
)  
) OCT. 19. 2017  
) Date  
)

THE GOVERNING COUNCIL OF THE  
SALVATION ARMY IN CANADA

By:   
Name: Bryan Campbell  
Authorized Signing  
Officer  
Title: \_\_\_\_\_

By:   
Name: Fred Waters  
Treasurer  
Title: \_\_\_\_\_

We have authority to bind the Corporation

)  
)  
)  
) In the presence of  
)  
)   
) (name and signature of a witness 19  
) years of age or older)  
)  
) Aug 11, 2017  
) Date  
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## Schedule A

### Description of Project and Services

#### A1.0 Project Description and Operating Principles

##### A1.1 Funding is being given to the Recipient in order to provide:

- a) **Emergency shelter services** that meet the essential and immediate shelter needs of persons 19 years of age or older, and that serve as a gateway to stable, long-term housing and community supports;
- b) **Transitional housing services** for persons who require a period of additional support or stabilization prior to living independently in the community;
- c) **Drop-in activities program** that is a safe environment that is accessible to all community members, and that provides activities, workshops, and other educational and skills enhancement programs; and,
- d) **Drop-in meal program** that is accessible to all community members and that provides breakfast, lunch, and dinner seven days per week.

A1.2 The Project and related services shall be delivered consistent with the vision outlined in the "Centre of Hope – Program Plan" (Program Plan), as appended to this Agreement in Schedule D, key elements of which are outlined in this Agreement. The Program Plan may be amended based on discussion by both Parties, in order to ensure that the Project and related services are relevant to and continue to meet the needs of clients and the community.

A1.3 The Recipient shall work collaboratively with community agencies, organizations, governments, and other partners/stakeholders to deliver the Project's services and programs in order to provide comprehensive, seamless supports to persons in need.

A1.4 Decisions to admit or restrict individual access to the Project will be determined by Recipient staff based on prescribed policies and procedures, and using behavior-based criteria. Recipient staff will not restrict access to the Project if an individual is under the influence of a substance(s), or is medication non-compliant. Recipient staff may only prohibit access to a person who, in the opinion of Recipient staff, pose a threat to their own personal safety or the safety of others, or any person who, in the opinion of Recipient staff, requires emergency medical attention which the staff are unable to address.

A1.5 Recipient staff will at all times create a safe environment for guests, free of harassment and discrimination, and employ the principles of respect, compassion, non-judgment and practicality when interacting with emergency shelter guests.

A1.6 Individuals accessing the Project will not be required or compelled to participate in faith-based activities in order to gain access to services and programs. Faith-based activities may be made available to individuals who choose to participate.

#### A2.0 Emergency Shelter Services

##### A2.1 To be eligible to receive emergency shelter services, individuals must be:

- a) 19 years of age or over; and
- b) without access to safe, affordable, or appropriate housing (as determined through self-declaration by the individual).

A2.2 Men, women, and persons who identify as transgendered will be able to access the emergency shelter, if needed. Individuals 18 years and younger will not be able to access the emergency shelter, but will be referred to other youth shelter services and supports.

A2.3 Shelter guests can self-refer or be referred for emergency shelter services by various community agencies, including government, non-governmental organisations, Whitehorse General Hospital, Emergency Medical Services, or the RCMP, among others.

A2.4 Admission to the shelter is determined by bed availability and the individual's presenting need for emergency shelter. Once admitted, guests are informed of safety protocol, their rights and responsibilities, and are recorded in the Recipient's data management system.

A2.5 The Recipient will make available no less than 25 shelter beds available: approximately twenty (20) emergency shelter beds for men, four (4) emergency shelter beds for women, and one (1) emergency shelter bed for persons who identify as transgendered.

A2.6 In the case of extreme weather circumstances only, the Recipient may increase its emergency shelter capacity and allow guests to sleep on mats.

A2.7 The hours of operation for the shelter will be from 10:00 pm to 7:00 am seven days per week. Intake and bed assignment is between: 10:00 pm and 10:30 pm.

A2.8 The Recipient shall ensure that there are no less than three employees onsite at all times during shelter operating hours.

A2.9 Case planning services will be offered to all emergency shelter guests, either by Recipient staff or other community partners and stakeholders (i.e., including YG). Individuals with the highest acuity of need will have a higher priority to receive case planning services. All services provided at the Centre of Hope will work to rapidly transition clients to stable housing as soon as possible, and every effort will be made by staff to refer and actively connect guests to other community services and supports.

A2.10 The emergency shelter is intended to be a gateway to longer-term housing and community supports. The Recipient will make all efforts, in collaboration with community partners and any designated committees or working groups, to rapidly connect shelter guests to stable housing and supports to shorten their duration of stay at the shelter. Ideally, individuals will stay at the shelter no longer than 30 days, before being connected to longer-term supports.

A2.11 The Recipient will participate in a 'Housing and Support Services Committee' with other community agencies, service providers, and stakeholders and make client referrals to the Committee to ensure that individuals accessing the shelter are connected to housing and other community-based support services as quickly as possible.

### **A3.0 Transitional Housing**

A3.1 To be eligible for the transitional housing program, individuals must:

- a) be 19 years of age or over; and
- b) benefit from a period of stabilization and support of no more than 12 months prior to being able to live independently in the community.

A3.2 Applicants for the transitional housing may be referred from governments, community agencies, service providers, or others. Individuals will be admitted based on unit availability and suitability for the program.

A3.3 The Recipient will establish an 'Admissions Committee' for the transitional housing that will include, at minimum, one YG representative and one member of a community organization to be determined by the Parties. The Admissions Committee will meet approximately monthly, or as needed to review applications and determine unit allocation.

A3.4 The transitional housing program will have 20 single, self-contained suites available, complete with kitchenette and private bathrooms with 10 units for men, and 10 units for women.

A3.5 Residents may stay at the transitional housing for up to 12 months.

A3.6 Case planning services will be offered to all transitional housing residents. Case plans will actively involve the resident and will be individualized and client-centred, suitable to their needs. Recipient support staff will work actively to engage residents in the participation of personal goal setting to ensure a successful transition into stable housing and independent living once discharged from the program.

A3.7 The transitional housing program is intended to be a substance-free living environment. Case planning services are intended to support clients in their personal goals of recovery; however, if an individual has been discharged from the program and the occupancy at the Unit terminated solely because the resident is or was under the influence of drugs or alcohol while a transitional housing resident, the Recipient shall nevertheless offer appropriate services to that individual and refer that individual to emergency shelter.

A3.8 The transitional housing program will have a separate day/activities programming and drop-in space not accessible to emergency shelter guests or members of the public. Programming and activities

for transitional housing residents will be co-facilitated by Recipient staff and community partners and is intended to promote independent living skills and improve the health and wellbeing of residents.

A3.9 Recipient staff will facilitate community referrals to other organizations and agencies to ensure residents are successful in meeting personal goals and securing long-term, stable housing once they have departed the program.

A3.10 The Recipient shall ensure that there is no less than one employee available onsite at all times for transitional housing residents.

#### **A4.0 Drop-in Activities Program**

A4.1 The Recipient will provide a safe drop in space for community members for daytime programming activities. Drop-in services shall be accessible to all community members, and not restricted to shelter guests only.

A4.2 The hours of operation for the drop-in program will be from 9:00 am to 5:00pm.

A4.3 The drop-in program will provide a combination of scheduled activities or workshops along with more flexible drop-in times. Programming and activities will be co-ordinated by Recipient staff with specific workshops and activities hosted by other community partners.

A4.4 The Recipient shall ensure that there is no less than two employees available onsite at all times for the drop-in activities program.

#### **A5.0 Drop-in Meal Program**

A5.1 The Recipient will provide a drop-in meal program for the community for breakfast, lunch, and dinner, seven (7) days per week.

A5.2 In general, meals will be served at the following times:

- a) breakfast:
- b) lunch:
- c) dinner:

A5.3 The Recipient may decide to have separate meal sitting times for emergency shelter guests and transitional housing residents, in addition to sitting times for other community members.

#### **A6.0 Project Review and Evaluation**

A6.1 The Recipient and YG will meet monthly for the first year of Project operations in order to discuss any emerging issues or concerns, including but not limited to:

- a) Individual program operations;
- b) Service denials (i.e., client 'barring'); and
- c) Connection to and collaborations with other community organizations and stakeholders.

After the first full year of operations, meetings will be held quarterly between YG and the Recipient.

A6.2 The Recipient and YG will collaboratively review and potentially amend the Program Plan at least annually for the first three years of operations, in order to ensure that the Project and related services are relevant and meeting client and community needs. This review may include other community members.

A6.3 The Recipient shall collect data that will support a review and/or evaluation of the Project and related services, as outlined in the Program Plan.

## **Schedule B**

### **Budget**

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**B1.0** The Recipient shall carry out the Project in accordance with the budget as approved in writing by YG and outlined below in this Schedule.

**B1.1** The following comprises a complete list of all anticipated sources of revenues and expenditures for the term of the agreement:

**\*\*Note to the Salvation Army\*\***

**Budget must incorporate the following:**

- o Minimum of three staff onsite in the building during shelter operating hours
- o Minimum of one staff (ideally two) onsite in the building for daytime activities programming for transitional housing residents
- o Minimum of two staff onsite in the building during the daytime activities drop-in program
- o Minimum of one staff at the front desk during daytime and evening operating hours
- o Kitchen staffing levels to be determined by the Salvation Army based on anticipated volume and number of volunteers
- o Case management staff to be determined by Salvation Army; however, YG will have a Case Manager assigned to the Project and will work directly in partnership with and alongside the Salvation Army staff to provide direct support to shelter and transitional housing clients/guests.

## Schedule C

### Terms of Payment

C.1 The method of payment will be by cheque.

C.2 YG agrees to provide the Recipient with a financial contribution of three million one hundred thousand dollars (\$3,100,000) for the term of this agreement.

C.3 The contribution will be provided in the following instalments:

1. Upon signing this agreement	\$ 100,000
2. October 2017	\$ 300,000
3. January 2018	\$ 300,000
4. April 2018	\$ 300,000
5. July 2018	\$ 300,000
6. October 2018	\$ 300,000
7. January 2019	\$ 300,000
8. April 2019	\$ 300,000
9. July 2019	\$ 300,000
10. October 2019	\$ 300,000
11. January 2020	\$ 100,000, based on variance reporting
12. February 2020	\$ 100,000, based on variance reporting
13. March 2020	\$ 100,000, based on variance reporting

C.4 The Recipient shall provide quarterly financial reports to YG showing actual expenditures against the budget in July, October, January and April for the previous three month period during each year of the term of this agreement. The final three funding contribution instalments may be reduced depending on demonstration of actual expenditures compared to the budget.

C.5 All YG money obtained through this Agreement and identified through an accounting of expenditures or surplus during or upon termination of this Agreement, at the end of the fiscal year, or as a result of interest on monies advanced by YG, shall be returned to YG when requested.

C.6 The Recipient will submit an invoice to receive payment. Invoices must provide the following information:

- a) Agreement number;
- b) Invoice number;
- c) Invoice date;
- d) Invoice amount; and
- e) Name payable to.

# The Salvation Army

## Whitehorse Centre of Hope

### Program Plan (version 5– revised January 2018)

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## Background & Overview

This program plan is based on initial discussions between The Salvation Army and various Yukon government program areas. This DRAFT program plan will be extended to community partners and stakeholders for consultation and feedback to ensure programming and service delivery will meet the needs of the broader community and target population the Centre of Hope intends to serve. The Centre of Hope project, with enhanced and expanded building facilities, presents an opportunity for The Salvation Army to embrace a new approach to service delivery and collaboration with community partners. This document is intended to provide a general overview of the services and programs that will be provided in the new Whitehorse Centre of Hope building, including an understanding of how those programs and services will link to other community services and organizations in Whitehorse.

It should be noted that there are some key differences between the Functional Program that was developed for the project and the design that was tendered for development. Specifically, the building that has been constructed is a combined, mixed-use project with shared common areas, including common circulation paths for all building users. This discrepancy requires that consideration be given to how programs that target different populations will function in shared space.

Detailed policies and procedures for a number of areas – such as admissions, discharge, referrals, suspensions, complaint reporting and user safety, among others – are under development. These policies and procedures will be developed in accordance with The Salvation Army's national Accreditation standards.

It is important to note that there is a disproportionate representation of Indigenous persons among Whitehorse's homeless population. Programming and staff training at the Centre of Hope will reflect a high degree of cultural competency and a trauma-informed approach to care. In addition, policies, procedures and required staff training will be established to ensure the safety and respectful treatment of LGBTQ individuals. Wherever possible, The Salvation Army will build upon community partnerships to support identified training needs.

The Centre of Hope's programs are important components of the housing and service/support continuum in Whitehorse. Strong working relationships with other community agencies, particularly those that provide housing and residential supports, will be critical to ensuring that individuals who access the Centre of Hope are connected to a range of services. The Salvation Army will work in partnership and as part of community-level committees where



service providers make referrals and provide coordinated, team-based supports for individuals in order to support rapid rehousing, as well as long-term stability and well-being.

## Mission & Vision

### Mission

The Salvation Army exists to share the love of Jesus Christ, meet human needs and be a transforming influence in the communities of our world.

We work to assist those experiencing homelessness and those at risk of homelessness to become self-sufficient and independent by addressing the physical, emotional, social and spiritual barriers to stability.

### Vision

Our vision is that the love of God will be expressed to every person who comes to us, that they will know they are valued; will discover fresh opportunity for positive change and new life; and will experience community, healing and transformation. We will fulfill this through:

- **Service:** addressing the root causes of homelessness and providing the best possible services to those in need;
- **Leadership:** developing community partnerships, finding effective and innovative solutions to poverty, homelessness and related community issues;
- **Acceptance:** providing assistance to any individual in need, with respect and integrity; and
- **Empowerment:** creating a safe, healthy, healing and learning environment for all.

## Program Evaluation

Through data management tools such as HIFIS [Homeless Individuals and Families Information System], The Salvation Army will develop a program evaluation framework for both the emergency shelter and transitional housing project components. The evaluation will ensure that the Centre of Hope is achieving its program objectives, and ensure that services provided are supporting service users to identify and meet their own goals. Evaluation will serve as a tool to help decision makers improve the program and ensure that services continue to be relevant to clients and the community.

Key indicators of success may include:



- Residents and shelter guests being stably housed following their organized departure/discharge;
- Transitional housing residents being able to maintain personal goals of recovery ; and
- Long-term reduction in shelter use, or shorter average lengths of stay.

## **Resident and Guest Rights & Responsibilities**

### **Resident and Guest Rights**

- To be treated with dignity and respect regardless of race, status, gender, sexual orientation, age, religion or beliefs;
- To be considered for accommodation and housing based on fair policies that are free from discrimination;
- To have a supportive environment which is both physically and culturally safe;
- To have clean surroundings, sleeping and bathing facilities;
- To have personal information kept confidential;
- To have questions and concerns addressed in a prompt and respectful manner;
- To receive an explanation for service discontinuation or denial;
- To access a complaint, grievance and appeal process; and
- To request and receive information about Spiritual and Religious Care.

### **Resident and Guest Responsibilities**

- To treat fellow residents, guests and staff with dignity and respect, not causing or threatening any physical or emotional harm to others;
- To respect the premises and other residents' and guests' property;
- To not use or sell drugs or alcohol on the premises; and
- To behave, at all times, in accordance with the shelter/transitional housing rules.



# Emergency Shelter Program

## Program Description

The Centre of Hope will provide emergency shelter services that are responsive to the individual needs of each shelter guest in a person-centered, holistic way. The shelter will provide essential services to meet shelter guests' immediate need for accommodation, basic hygiene, and nutritious meals.

The new facility will provide expanded emergency shelter services with the addition of case management and other supports. Case planning services will be offered to all shelter guests, meeting them 'where they are at' and supporting them in identifying and achieving personal goals. Case workers will assist shelter guests with moving from the emergency shelter into stable, long-term housing as quickly as possible, with connections made to community-based supports as needed to ensure housing stability. The Centre of Hope Emergency Shelter program will be offered in accordance with The Salvation Army's Seven Operating Principles for Emergency Shelters, mandated for all of its shelter services across Canada [see below].



# The Salvation Army's 7 Operating Principles for Emergency Shelters



## Goals & Objectives

- To provide safe emergency shelter accommodation designed to meet the essential and immediate needs of adults experiencing homelessness in a person-centred and holistic way, serving body, mind and spirit;
- To serve as a gateway to sustainable, stable housing and support services;
- To help begin the process of identifying personal goals and assist individuals with moving towards stable housing and independent living;
- To link shelter guests to critical services, such as Community Housing Navigators and outreach services, healthcare, addictions recovery and treatment, income assistance and other community-based supports.

## Target Population

The shelter will serve all persons over the age of 19 who are in need of emergency accommodation because they do not have (through self-declaration/identification) safe, affordable, appropriate housing. This includes men, women, and persons who identify as transgendered. The facility is designed to be able to accommodate all adult population groups. Shelter capacity includes:

- 20 shelter beds for men (five rooms with four beds each);
- 4 shelter beds for women (one room with four beds); and
- 3 individual/private shelter bed that could be utilized by men, women, or persons who identify as transgender.

The target population for case management services will be long-term users of the shelter who have a demonstrated pattern of chronic homelessness, and who would benefit from more individualized support. These shelter guests typically have the most complex and immediate needs and are often experiencing serious mental health challenges, physical health issues, addictions, and/or other functional impairments.

Individuals who are experiencing short-term homelessness are also welcome to access case management supports, although this population may not require as much dedicated support to achieve housing stability, they will have the option to be linked directly to external community-based housing outreach supports.



## **Philosophy on Substance Use**

Staff will not require shelter guests to abstain from using substances or otherwise be medication-compliant as criteria for receiving services; however, staff will advise shelter guests that they are not permitted to use alcohol or drugs onsite at the shelter.

Every effort will be made to refer guests to agencies that offer harm reduction programming and services to mitigate the negative effects of drugs and alcohol.

At all times, staff will employ the principles of respect, compassion, non-judgment and practicality when interacting with shelter guests.

## **Admission Criteria**

Admission to the shelter will be dependent on bed availability. The Centre of Hope will only increase their capacity and admit guests to sleep on cots during extreme weather conditions [as will be prescribed in policy].

In order to be eligible for and admitted to the shelter, individuals must be 19 years of age or older and present with a need for emergency accommodation. Youth 18 years or younger will be referred to the youth shelter or other services in Whitehorse for appropriate supports.

Decisions to admit or restrict access to the shelter will be made using behavior-based criteria. This means that individuals will be admitted to the shelter and permitted to maintain their beds as long as they are not behaving in a way that would pose a risk to themselves or others. Individuals will not be barred or prevented from accessing the shelter simply because they are/may be under the influence of substances, but rather because their behaviour – regardless of the reason – may present a safety risk.

Individuals who cannot be admitted to the shelter because the shelter is at capacity or due to their behavior will be referred to other services. Where an individual is unable to access the shelter due to their behavior, they will be advised when they may return for services.

## **Admission Procedure**

Upon admission to the emergency shelter, staff on duty will complete an intake form and register the individual using HIFIS. This initial intake will assess the individual's level of housing



and support needs (e.g. demonstrated patterns of chronic or episodic homelessness), and will further inform the focus and intensity of case management supports to be provided.

Upon intake, shelter guests will be made aware of the shelter routines, their rights and responsibilities, as well as emergency and evacuation procedures. They will be given a lock so that personal items may be stored in lockers by their beds when dorms are open in the evenings. They will be informed about and welcomed to the next available meal; they will also be made aware of programming and cultural and spiritual care options available at the Centre of Hope.

## **Case Planning & Supports**

All efforts will be made to rapidly connect shelter guests with stable housing and other community supports in order to shorten their duration of stay in shelter.

Case planning services will be offered to all shelter guests and particularly targeted to those experiencing long-term homelessness. Case planning will be person-centred, based on guests' choice, meeting immediate needs, and will focus on identified personal goals. Case planning will be offered using an evidence-based Housing First framework, which seeks to connect people to housing without any pre-conditions as quickly as possible. It is recognized that some barriers to stability will be better addressed when individuals are living in second-stage/transitional or permanent housing. For shelter guests who choose to access case management supports, a case worker will be assigned to a guest and will work to actively engage them in developing and participating in the goal setting and planning process. Case planning should begin within two weeks of intake and proceed until an organized departure has been arranged.

All case planning and other supports will respect the principle of self-determination, and housing or access to the shelter will not be based on a guests' level of participation in case planning. Case workers will offer guests supportive listening, crisis intervention, progress tracking, accompaniment services, as well as referrals to other community agencies and services that can help with stabilization and housing procurement..

The case worker is responsible for partnering with the [TO BE NAMED] committee of community housing navigators and supports to assist with finding the individual appropriate and stable housing. Throughout the case planning process, case workers and guests will identify whether there is a need for mobile supports, and the case worker will assist the guest





with accompaniment to appointments and will act as a liaison between the shelter guest and other community agencies, as applicable.

## Day Programming

The Centre of Hope will offer shelter guests a safe place to be during the day. Shelter guests will have access to a bank of computers to access the internet, and there will be two small TV lounges. During this time, the dorms will be closed and guests will have intermittent access to obtain their belongings.

As one of the only community-wide emergency shelter operations offering day programming and a drop-in space, programming will be accessible to all community members and not limited to existing over-night shelter guests. Community programming and drop-in times will be scheduled accordingly to ensure the safety and security of existing guests and staff [TO BE DETERMINED BY SALVATION ARMY].

Self-serve laundry services will be available for shelter guests.

There will be a strong focus on engaging with community partners to develop and deliver day programming supports [SPECIFICS TO BE DEVELOPED WITH COMMUNITY PARTNERS]. Day programming and activities may be facilitated by partner agencies using program space in the building. Activities may include classes or workshops related to health and wellbeing, employment readiness, spiritual services for all cultures and religions, and other relevant programming aimed at promoting community inclusion. Programming will be a collaborative effort between the Salvation Army, various NGO's, and other community agencies, and will be a combination of targeted workshops and sessions for specific population groups, and more open events accessible to a range of persons.

## Emergency Shelter Schedule

- Breakfast: 7am – 8am
- Dorm Cleaning: 8am – 4pm (shelter rooms closed during most of this time)
- Dorm Access: 10:30am – 10:45am & 2:00pm – 2:15pm
- Shelter Guest Lunch: 11:45am -12:15pm
- Community Lunch: 12:30pm – 1:30pm
- Dinner: 5:30pm - 6:30pm
- Admission Closer and Bed Re-allocation/Curfew: 10pm



## **Duration of Stay**

All efforts will be made to rapidly connect shelter guests with other community housing supports in order to shorten their duration of stay. Ideally, shelter guests will have stays no longer than 30 to 60 days; however, it is recognized that the availability of housing stock and related supports appropriate to an individual's needs may affect this goal. The Salvation Army will work closely with community partners to ensure the rapid rehousing and connection to long-term supports for shelter guests.

As long as shelter guests continue to abide by the rules and their responsibilities, they will be able to maintain use of their designated shelter bed without the need for readmission. If they are absent at curfew (without prior notice and permission), their designated bed may be reassigned to those on the daily waiting list.

## **Suspensions**

There will be clear policies and procedures established for suspending guests from the Centre of Hope. Suspension are intended to ensure that guests and staff are safe at all times. Suspensions should only be implemented and enforced when an individual's behaviors poses substantial risk of harm to staff or other shelter guests, or in cases where a guest has demonstrated a repeated inability to abide by the Resident Responsibilities. The duration of suspension is to be reflective of severity of the behavior and to be determined by Program Manager. Guests are expected to be notified of the reasons in which they were suspended and the duration to which their suspension will last.

## **Discharge**

There will be clear policies and procedures for discharging shelter guests.

A voluntary discharge, or an 'organized departure', occurs when shelter staff and/or community supports work to secure alternate housing options with the guest. This could include permanent housing, treatment services, or a different housing program that is better suited to the guest's needs. Ideally, planned discharges will be consistent with the individual's goals and case plan. When a guest is discharged, staff will refer and connect the individual to appropriate resources that will best serve their needs on the medium- to longer-term. Where possible, these connections will be made in advance of discharge to ensure a seamless transition to housing in the community.



Every effort will be made by staff and community partners to ensure that the housing option being pursued is affordable, adequate, suitable, safe, and decent, while recognizing the housing context in Whitehorse as having limited options.

Shelter guests could be involuntarily discharged for the following reasons:

- The individual chooses to leave;
- The individual is not present to occupy his/her bed at curfew;
- The individual's behaviour poses a risk to themselves or others; and
- The individual is in ill-health and requires medical intervention.

If a guest wishes to make a complaint or would like to appeal the decision of being discharged involuntarily, they will be provided with information on how to do this.

### **Follow-up**

Centre of Hope staff will offer guests the option to receive follow-up supports. Individuals who accept follow-up supports will be connected to a partnering agency, as applicable, for ongoing community-based supports after departing the shelter to ensure they are successful with maintaining stable housing in the community.

Through the process of follow-up either through a phone call or the sharing of information with a partner agency, shelter staff will collect information that is required for program evaluation.

## **Transitional Housing Program**

### **Program Description**

The new Center of Hope will have a transitional housing program available to individuals who have experienced homelessness or housing instability, and would benefit from a period of stabilization and support before accessing permanent housing. The transitional housing program is intended to be a sober living environment.

The transitional housing program has 20 single, self-contained suites, complete with private bathroom and kitchen facilities: 10 units for men (floor two); and 10 units for women (floor three). Residents are able to stay for up to 12 consecutive months. The program is adjacent to and will share staff with the emergency shelter and the Centre of Hope, but is a separate program offering different services and supporting a different target population.



Upon admission to the program, residents will be assigned to a case worker. Residents are expected to meet with their case worker on a regular basis to collaboratively create personal goals of recovery to achieve stabilization. Case workers will connect residents with community-based organizations and resources to ensure they will be successful in securing and maintaining stable housing once they leave the program.

## Goals and Objectives

- To provide safe transitional housing services in a person-centred and holistic way, serving body mind, and spirit;
- To provide structure and support to people during a time of stabilization (of no more than 12 months);
- To help residents work towards personal recovery goals that include stable housing and independent living through case management and by linking them to critical services and community-based supports, such as health care, addictions treatment, vocational training and education; and
- To help residents secure adequate resources (via income assistance, or employment) and stable housing prior to discharge.

## Target Population

The transitional housing will be focused on supporting adult men and women, 19 years of age or older, who do not have access to safe and adequate housing in the community, or have a history of housing instability and are working toward personal goals of recovery. This population requires additional support and structure to maintain their stabilization prior to moving onto permanent housing and independent living. It is expected that the transitional housing program will be well-suited to (though does not necessarily exclusively serve) individuals who are willing to engage and work towards recovery within a structured and sober-living transitional housing program.

## Philosophy on Substance Use

Residents are not permitted to consume drugs or alcohol on site at the Centre of Hope.. Recognizing that the transitional housing program will operate parallel to the emergency shelter, and that there is a higher risk of destabilization through a mixed-use project, a zero-tolerance policy will not be in effect and those who present as being under the influence of drugs or alcohol will not immediately lose access to their suites. However, they will be



required to have further discussions with staff about substance use, and ongoing assessments will determine if the transitional housing program is the best-fit for clients struggling to adhere to the expectations of the program. At all times, residents must not behave in such a way as to pose a risk to themselves or others.

## **Admission Criteria**

Admission will primarily be based on referrals from partnering agencies in Whitehorse. Referring agencies will complete the initial assessment to determine suitability; actual admission to the program will be determined by a Placement Review Committee. The committee will meet on an as needed basis, depending on unit availability. Intake to the transitional housing program will be dependent on suite availability. Rolling intake will ensure that suites are occupied as quickly as possible once vacated by previous residents.

The admission committee will assess the eligibility of the potential resident based on the following criteria:

- Must be 19 years of age or older;
- Have demonstrated a pattern of housing instability including chronic or episodic homelessness;
- Upon assessment, there must be a reasonable expectation that a defined period of stabilization will help the individual move towards stable housing and independent living;
- Must be willing to be actively engaged with case planning services and/or community-based programming to accomplish their personal stabilization and recovery goals; and
- Must be willing to abide by the expectations of a sober living environment.

## **Admission Procedure**

Applications will be accepted through a referral process from community partners. The initial assessment is completed by the referring agency with the potential resident. Once that referral is received by The Centre of Hope, individuals will participate in an interview, and a further assessment will be completed by the Admissions and Discharge Committee to determine eligibility.



A waitlist will be established once all units are occupied. The waitlist and following admissions will be a mix between a 'first come first served' approach and a demonstrated level of individual vulnerability and need. This is to both provide potential residents with some certainty and predictability regarding their application for housing, while also targeting those who have more immediate needs

Following admission/intake, residents will attend an orientation meeting and will be made aware of the program fees (i.e., rent). Residents will be asked to sign an occupancy agreement that outlines their rights and responsibilities, available programming, emergency and evacuation procedures, how they can access supports, as well as program expectations.

A formal inspection of the unit will take place with the resident and staff, and be documented prior to occupancy. The resident will receive a copy of the inspection. All units are equipped with a bed, wardrobe, chair, individual kitchen and bathroom facilities, and have access to cleaning supplies and shared laundry.

Rooms will be cleaned, and a pest control inspection will be completed prior to the resident moving in. Residents will be required to dispose of or clean their personal belongings prior to moving into their unit to prevent the spread of bed bugs. Residents are responsible for maintaining their units. However, staff may provide assistance or coaching as part of life-skill building.

Residents are encouraged to prepare their own meals in their units with the assistance of staff in order to foster independent living skills.

### **Case Planning and Supports**

The case worker will actively seek to engage the resident as a participant in the case planning process through rapport- and trust-building.

Within one week of occupancy, residents will meet with their assigned case worker to begin to identify personal stabilization goals. Goals should be person-centered, flexible, and measureable over the short, medium, and long term. Centre of Hope staff recognize that it's important for residents to have a choice and control over their goal planning and provisions will be made regularly for residents to re-evaluate and re-structure their short- and medium-term goals.



Expectations of resident participation in regularly scheduled working meetings between the resident and case worker will be established as part of the case planning process.

As determined by goal planning, residents and their case workers will work one-on-one to practice and improve household management and independent living skills in order to improve the likelihood of recovery and long-term housing stability.

As per the particular needs of the client, the case worker will also be responsible for facilitating connections with community agencies and support services that include, but are not limited to:

- Healthcare
- Mental health treatment services
- Educational and employment training services
- Addiction treatment and recovery
- Cultural connections and supports
- Community-based case management
- Counselling
- Income support

### **Day Programming**

Day programming and activities may be facilitated by partner agencies using program space in the building. Activities may include classes or workshops related to health and wellbeing, employment readiness, spiritual services for all cultures and religions, and other relevant programming aimed at promoting community inclusion. Programming will be a collaborative effort between the Salvation Army, various NGO's, and other community agencies.

Programming for the transitional housing residents will be targeted at and only open to residents in the transitional housing; however, residents are welcome to participate in day programming and other activities hosted in the Centre of Hope main drop-in centre.

### **Duration of Stay**

Residents engaged in the transitional housing program may remain in their unit for a maximum period of 12 months, or until an organized departure is arranged.

### **Discharge**

Residents will be discharged when they have reasonably reached their stabilization goals and have secured long-term housing with appropriate supports. Within the 12-month timeframe,



clients and their case workers will partner with Housing Navigators and other community agencies to ensure that a client's departure from the transitional housing is organized, that there is a reduced risk of future homelessness, and that there are supports in place to help the client be successful in maintaining their housing stability and personal goals.

Recognizing that there are limited housing options in Whitehorse, residents will not necessarily be required to leave if stable housing has not been secured after the 12 month period has ended; this will be assessed by the Admission and Discharge Committee on a case-by-case basis. In all cases, Centre of Hope staff will work with partner agencies to secure housing that is affordable, adequate, suitable, and safe.

Residents can voluntarily choose to leave the transitional housing program at any time. To prevent discharging the resident back into homelessness, residents will be offered ongoing housing supports through a community partnering agency if they chose to leave and/or discharged before an organized departure.

Residents in the transitional housing program will be held to a higher behavior threshold, and every attempt to come to a resolution should be made before the non-voluntary discharge of a resident. Residents will be discharged if they continue to pose an ongoing risk to themselves or others, and who are frequently in non-compliance of their occupancy agreement or program expectations.

Residents who are deemed to not be a good fit for the program will be referred to an alternate community program before being discharged in order to ensure clients are receiving the best possible services.

## **Follow-up**

Centre of Hope staff will offer residents the option of follow-up supports. Residents who exit the transitional housing program will be connected to a partnering agency for ongoing community-based supports after departing the program to ensure they are successful in the community.

Through the process of follow-up, either through phone call or through the sharing of information with a partner agency, staff will collect information that is required for program evaluation.







TRANSFER PAYMENT AGREEMENT

COMMITTED

Agreement #: T00013884  
Agreement Type: Operating

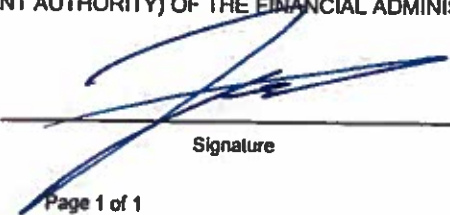
TPA Description: O&M

<b>Recipient:</b>	CDSALVATION THE SALVATION ARMY (YARC) ALBERTA & NORTHERN TERRITORIES 311 B BLACK ST WHITEHORSE, YT, Y1A 2N1 CANADA	<b>Recipient Type:</b>	Other Legal Entity (of Yukon)
		<b>Recipient Contact:</b>	Ian McKenzie (867) 668-2327
<b>Program Manager:</b>	Christine Tapp (867) 667-3705	<b>Agreement Start Date:</b>	April 1, 2017
		<b>Agreement End Date:</b>	September 30, 2017
<b>Location of Work:</b>	Whitehorse	<b>Funding Program:</b>	No funding program
<b>Agreement Value:</b>	229,445.00	<b>Internal File #:</b>	

Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2017/18	151-311010-0301- -90401		229,445.00
			229,445.00

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Jeff Ford A/Assistant Deputy Minister		Aug 30, 2017
Approved, Authorized Officer/Title Print Name/Title	Signature	Date (year/month/day)



Health and Social

Final Version for Signing

Code: 151-311010-0301- -90401

COMMITTED

Transfer Agreement #: T00013884

Vendor ID: CDSALVATIOAR

Amount: \$229,445.00

### Transfer Payment Agreement

THIS AGREEMENT made at Whitehorse, Yukon on August /6/, 2017.

**BETWEEN:**

The Government of Yukon, as represented by the Assistant Deputy Minister of Social Services, in the Department of Health and Social Services ('YG')

**AND:**

The Governing Council of The Salvation Army in Canada, incorporated under the laws of Canada (the 'Recipient')

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**WHEREAS**

- A. The Recipient has requested funding for financial support to provide emergency shelter services to persons who, for whatever reasons, find themselves homeless for a period time, and to provide a safe drop-in environment as well as place to find shelter from the elements;
- B. YG wishes to provide the Recipient with funding to support this endeavour.

**1.0 This Agreement**

This Agreement, together with all the Schedules and Appendices, shall be read collectively and constitutes the whole Agreement between the Parties, and no oral or written representations on its subject matter are valid unless incorporated in this Agreement.

**2.0 Definitions and Interpretation**

**2.1 In this Agreement:**

'Budget' means the total amount of revenues and expenses, including any 'in-kind' and 'own-resources' assistance, budgeted for the Project and detailing the use of Funds as set out in Schedule B;

'Financial Report' means a report of all actual and budgeted Project revenues and expenses;

'Fiscal Year' means the year commencing on April 1<sup>st</sup> in one calendar year and ending on March 31<sup>st</sup> in the following calendar year;

'Funds' means the financial assistance provided by YG to the Recipient pursuant to this Agreement;

'Project' means the activities and work plan as more fully described in Schedule A;

'Project Report' means a report of Project activities and deliverables;

'Records' means invoices, receipts, vouchers, bank statements and all transactional information pertaining to incurred expenses and commitments made by the Recipient or its agents in carrying out the Project and the obligations of this Agreement; and

'Terms of Payment' means the terms of payment as set out in Schedule C.

Treat as  
ORIGINAL

- 2.2 In this Agreement, words importing a singular number shall include the plural and vice versa, as required by the context.
- 2.3 In this Agreement, headings are inserted only for convenience of reference and shall not affect its construction or interpretation.
- 3.0 **The Project**
- 3.1 The Recipient shall use the Funds to carry out the Project in accordance with Schedules A and B.
- 4.0 **Term**
- 4.1 The term of this Agreement shall be from April 01, 2017 to September 30, 2017 on condition that the term may be extended by not less than one month and not more than three months, on the mutual consent of the Parties
- 5.0 **Provision of Financial Assistance**
- 5.1 YG shall provide the Recipient with Funds for the purpose of the Project in an amount not to exceed two hundred and twenty-nine thousand four hundred and forty-five dollars (\$229,445) for the term of this Agreement, on condition that the amount may be increased by thirty eight thousand two hundred and forty-one dollars (\$38,241.00) per month in accordance with 4.1
- 5.2 YG shall pay the Funds to the Recipient in accordance with the Terms of Payment.
- 5.3 The obligation of YG to provide the Funds is subject to the Recipient abiding by the terms and conditions of this Agreement.
- 5.4 The YG confirms that:
- 5.4.1 this Project and the payment of Funds to the Recipient complies with the *Financial Administration Act* (Yukon); and
- 5.4.2 the Funds have been appropriated by the Legislature for the purpose of this Agreement;
- 5.5 The Recipient warrants that it has declared all amounts owing to YG and that the Recipient is not in default of any payment schedule in respect of the amounts owing to YG.
- 6.0 **Financial Accountability**
- 6.1 In respect of the Funds, the Recipient shall:
- 6.1.1 incur expenses only for the purposes of this Agreement;
- 6.1.2 allocate the Funds received in accordance with this Agreement; and
- 6.1.3 submit to YG an unaudited Financial Report for each fiscal year of the term of this Agreement will be submitted to YG on or before April 15 of the following fiscal year.
- 6.2 A final audited Financial Report may be required by YG for each fiscal year of the term of this Agreement. If requested by YG, the final audited Financial Report will be submitted to YG on or before October 1 of the following fiscal year and will be accompanied by to be accompanied by:
- a. copies of invoices, receipts and vouchers;
  - b. certification by an independent Chartered Professional Accountant, Certified General Accountant or Certified Management Accountant; and
  - c. certification by the Recipient's Director of Finance or Treasurer.
- together with any documentation considered necessary and relevant to support the audited Financial Report.

- 6.3 At any time YG shall be permitted to request additional financial documentation that will be provided in a reasonable period of time.
- 6.4 YG shall not be obliged to pay any bills or other costs incurred during the term of this Agreement that are submitted more than fourteen (14) days after the expiry or termination of this Agreement. Any Funds provided through this Agreement that are:
- 6.4.1 not expended at the expiry or termination of this Agreement; or
- 6.4.2 not properly expended for the purposes of this Agreement
- shall constitute a debt due to YG and shall, upon request by YG, be repaid immediately by the Recipient to YG. Any interest owing on this debt is calculated from the date the amount became repayable.
- 7.0 Reduction of the Funds
- 7.1 The Recipient shall immediately advise YG in writing if:
- 7.1.1 the Recipient receives additional payments or, excepting volunteer time, any other form of contribution, gift, or grant in respect of the Project other than those described in the Budget; or
- 7.1.2 the Recipient or any other contributor reduce their contribution to the Project.
- 7.2 If it comes to the attention of YG that the Recipient received additional assistance referred to in 7.1, then YG may reduce the Funds by such amount as it may decide.
- 7.3 YG shall give the Recipient thirty (30) days written notice before reducing the Funds.
- 7.4 The reduced amount of Funds under 7.2 shall be the amount of financial assistance for the purposes of this Agreement.
- 8.0 Project Reporting Requirements
- 8.1 The Recipient shall:
- 8.1.1 submit a Project Report to YG for the period April 01 to September 30, on or before October 15, or such other dates as the Parties mutually agree upon.
- 9.0 Audit
- 9.1 The Recipient shall:
- 9.1.1 acknowledge that YG or its agents may audit any or all of the Records related to this Agreement, as is necessary to satisfy YG that the objectives and activities of the Project have been carried out and that the Funds have been spent in accordance with the terms of this Agreement;
- 9.1.2 keep all Records for two (2) years after the expiry or termination of this Agreement, unless otherwise notified in writing by YG that such information and documents are no longer needed;
- 9.1.3 make such Records available for audit by YG upon reasonable notice, and permit YG to audit and inspect the Records, and to take extracts from and make copies of the Records;
- 9.1.4 provide reasonable facilities to YG for such audits and inspections, and provide YG with all information necessary to understand the Records;
- 9.1.5 immediately reimburse YG any overpayments or non-allowed expenses, as determined by the audit; and
- 9.1.6 maintain the Records in respect of this Agreement in an appropriate and confidential manner.
- 10.0 Access to Staff, Records and Premises

- 10.1 Upon reasonable notice, the Recipient shall provide YG with access to the Recipient's staff, with direct knowledge of the Project, Records and premises where the Records are kept for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this Agreement, and related to the evaluation of the effectiveness or efficiency of the Project.
- 11.0 **Evaluation**
- 11.1 The Recipient shall maintain, in a manner acceptable to YG, case files and other data that may be required for on-going monitoring, review and evaluation of the Project.
- 11.2 The Recipient shall cooperate with YG in the event that YG undertakes, at its own expense, any evaluation studies in respect of this Project, and shall provide copies of existing information, data, and statistics that YG reasonably requires to carry out such evaluation studies.
- 12.0 **Communication and Public Acknowledgement**
- 12.1 Any information released or announced to the public in any form by the Recipient in respect of the Project shall adequately acknowledge the contribution made by YG.
- 12.2 Any information released or announced to the public in any form by YG in respect of the Project shall adequately acknowledge the contribution made by the Recipient.
- 13.0 **Legal Relationship**
- 13.1 Nothing in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- 13.2 The Recipient shall not make any representation that the Recipient is an agent of YG and shall ensure that any officers, employees, contractors, members, agents or successors of the Recipient do not make any representation that could reasonably lead any member of the public to believe that the Recipient, its officers, employees, contractors, members, agents or successors are agents of YG.
- 14.0 **Liability**
- 14.1 The Recipient shall use due care in carrying out the Project and in performing its obligations under this Agreement to ensure that it does not cause any injury (including death) to persons, damage or loss to property or infringement of rights.
- 14.2 YG shall not be liable for any action or inaction of the Recipient or any of the Recipient's officers, employees, contractors, members or agents during the performance of the Project.
- 14.3 YG shall not be liable for any injury to the Recipient, its officers, employees, contractors, members or agents or for any damage to or loss of property of the Recipient, its officers, employees, contractors, members or agents caused by, arising from, or in any way related to the performance of this Agreement.
- 15.0 **Conflict of Interest**
- 15.1 No Member of the Yukon Legislative Assembly shall be admitted to any share or part of this Agreement or to any benefit arising from it, unless such benefits are available to the population at large.
- 15.2 No official or employee of the Government of Yukon shall be admitted to any share or part of this Agreement or to any benefit arising from it without the written consent of the official's or employee's Minister, unless such benefits are available to the population at large.
- 15.3 No current or former public servant or public officer holder to whom the *Conflict of Interest (Members and Ministers) Act*, Part 13 of the *Public Service Act*, the *Cabinet and Caucus Employees Act*, or Policy 3.39 of the Yukon Government General Administration Manual applies, shall derive any direct benefit from this Agreement, including any employment, payment or gifts, unless the provision and receipt of such benefits is in compliance with such legislation and policy.

**16.0 Intellectual Property Rights**

- 16.1 Any material produced by the Recipient in carrying out its obligations under this Agreement shall vest in and remain the property of the Recipient, unless otherwise agreed. The Recipient shall inform YG as to what material, if any, has been produced under this Agreement.
- 16.2 The Recipient grants to YG a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free license to make, copy, translate, use, produce or further develop all materials for any purpose, except sale or licensing in commercial competition with the Recipient. YG's license also includes the right to disclose the components to other organizations for information purposes only.

**17.0 Confidentiality**

- 17.1 YG and the Recipient shall both protect any confidential information according to applicable federal, provincial or territorial legislation.
- 17.2 YG and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties. Such efforts shall be in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).
- 17.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, employees, contractors, members, agents or successors become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates.
- 17.4 YG shall ensure that all personal information to which YG, its officers, employees, contractors and agents become privy shall be treated as confidential in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).

**18.0 Indemnification**

- 18.1 The Recipient shall save harmless and fully indemnify YG, its officers, employees, contractors and agents from and against all claims, liabilities, and demands arising directly or indirectly from:
- 18.1.1 any act, omission, or negligence of the Recipient, its officers, employees, contractors, members, agents or successors arising in connection with this Agreement;
- 18.1.2 any breach of this Agreement by the Recipient, its officers, employees, contractors, members, agents or successors unless such breach is a direct result of a breach by YG of its obligations under this Agreement; and
- 18.1.3 any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of the Recipient's obligations under this Agreement;
- 18.2 The above indemnity shall include all reasonable legal costs.

**19.0 Assignment**

- 19.1 This Agreement shall not be assigned, transferred, subcontracted or otherwise delegated by the Recipient without the prior written consent of YG. Any attempt to assign, transfer, subcontract or otherwise delegate any of the rights, duties, or obligations of this Agreement without written consent is void and of no effect.

**20.0 Amendment**

- 20.1 Any amendments to this Agreement shall be made in writing and executed by both Parties.

**21.0 Successors**

- 21.1 This Agreement is binding upon the Parties and their respective administrators and successors.

- 22.0 Severability**
- 22.1 If any of the terms or provisions of this Agreement are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.
- 23.0 Breach or Non-fulfillment**
- 23.1 The Recipient shall give YG notice of the breach or non-fulfillment of any provision of this Agreement.
- 23.2 The failure of the Recipient to give notice to YG of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance by YG of:
- 23.2.1 the breach or non-fulfillment;
- 23.2.2 a further breach or non-fulfillment of the same provision; or
- 23.2.3 the breach or non-fulfillment of any other provision of this Agreement.
- 24.0 Termination**
- 24.1 Either Party may terminate this Agreement without cause by giving the other Party one hundred and twenty (120) days written notice of its intention to terminate.
- 24.2 The Recipient shall, within one hundred and twenty (120) days of giving or receiving notice of intention to terminate, discharge any outstanding obligations under this Agreement.
- 24.3 In addition to any default that would at law entitle YG to terminate the Agreement, any of the following shall also constitute a default by the Recipient:
- 24.3.1 the Recipient fails to perform or comply with any term, condition or obligation under this Agreement;
- 24.3.2 the Recipient, in support of its application for funding, or proposal, or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to YG;
- 24.3.3 the Recipient fails to make progress so as to jeopardize the success or outcome of the Project in accordance with this Agreement;
- 24.3.4 in the opinion of YG, there is a detrimental change in the Recipient's ability to carry out its responsibilities under this Agreement;
- 24.3.5 the Recipient is no longer in good standing or ceases to operate;
- 24.3.6 the Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvency debtors; or
- 24.3.7 the Recipient is dissolved, or an order is made or resolution passed for the winding up of the Recipient.
- 24.4 If, in the opinion of YG, an event of default occurs, then YG may, with prior notice to the Recipient and without restricting any remedies otherwise available:
- 24.4.1 arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;
- 24.4.2 require that the Recipient takes such reasonable actions as may be necessary to remedy the event of default;
- 24.4.3 audit or cause to have audited the accounts and Records of the Recipient;
- 24.4.4 direct the Recipient to repay forthwith to YG all or part of the Funds paid under this Agreement;
- 24.4.5 withhold all or part of the Funds payable under this Agreement; or





Signing of this Agreement

26.2 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement.

27.0 Counterparts


27.1 This Agreement may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives on the date first written.


Department of Health and Social Services  
as represented by the Assistant Deputy Minister

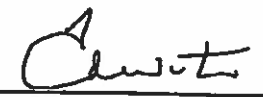
  
Jeff Ford

Date: Aug. 18, 2017

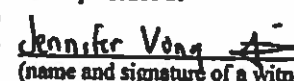
)  
)  
)  
) In the presence of  
)   
) (name and signature of witness 19 years  
) of age or older  
)  
)  
) Date: Aug 18, 2017  
)  
)

THE GOVERNING COUNCIL OF THE  
SALVATION ARMY IN CANADA

By:   
Name: Bryan Campbell  
Authorized Signing  
Officer  
Title: \_\_\_\_\_

By:   
Name: Fred Waters  
Treasurer  
Title: \_\_\_\_\_

We have authority to bind the Corporation

)  
)  
)  
) In the presence of  
)   
) (name and signature of a witness 19  
) years of age or older  
)  
)  
) Aug 11, 2017  
) Date  
)  
)

Description of Project and Services

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**A1.0 Deliverables**

- A1.1 To provide emergency shelter services to persons who, for whatever reasons, find themselves homeless for a period time.
- A1.2 To provide a safe drop-in environment and a place to find shelter from the elements.
- A1.3 The client eligibility (and discharge, as applicable) criteria for this service shall be individuals who have no stated means of support or who present as requiring emergency shelter or drop-in supports.
- A1.4 The prohibitions will be any person who, in the opinion of Salvation Army staff, pose a threat to their own personal safety or the safety of others; or any person that, in the opinion of Salvation Army staff, requires medical attention which the staff are unable to address.

**A2.0 Services Provided**

- A2.1 The Salvation Army will make available fourteen (14) emergency shelter beds for women and men.
- A2.2 The hours of operation for the drop-in will be from 5:00 am to 11:00 pm daily.
- A2.3 The hours of operation for the shelter will be from 11:00 pm to 5:00 am daily.
- A2.4 The minimum number of clients will be determined by need and demands; given the nature of the service, there could be times when the shelter could be empty.
- A2.5 The worker/client ratio for the drop-in will be not less than two (2) workers at all times.
- A2.6 The worker/client ratio for the shelter will be not less than two (2) workers at all times.
- A2.7 Clients can be referred for services by YG, other agencies, self-referral, and the RCMP.
- A2.8 Clients will complete an admission form and, based upon their responses, they will be either granted or denied admission. Clients will also be required to sign a Disclaimer.
- A2.9 Any potential evaluation program or plan shall be based on the Salvation Army's Accreditation Manual.

**Schedule B**

**Budget**

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- B.1** The Recipient shall carry out the Project in accordant with the budget as approved in writing by YG and outlined below in this Schedule.
- B.2** The following comprises a complete list of all anticipated sources of revenues and amounts for the fiscal year 2017/2018:

Budget Report							
Western Regional Accounting Centre							
Whitishore Centre of Hope							
Transfer Payment Agreement for April 1, 2017 to September 30, 2017							
Fund	Dept	Account					

Budget Report				
Western Regional Accounting Centre				
Whispering Centre of Hope				
Transfer Payment Agreement for April 1, 2017 to September 30, 2017				
Fund	Dept	Account		
		40000	INTER-DEPARTMENTAL/INTER-FUND TRANSFERS	
183501	5122		Interdepartmental Transfers	
183501	5122		Interdepartmental transfers - restricted	
			TOTAL INTER-DEPARTMENTAL/INTER-FUND TRANSFERS	0.00
			REVENUE	
			EXTERNAL REVENUE	
183501	5122	51001	Donations - General	9,845.00
183501	5122	51009	Donations - Christmas	0.00
183501	5122	54001	Salvation Army Grant	109,450.00
183501	5122	54003	Yukon Gov't Dept HSSB	229,445.00
183501	5122	54005	Federal Gov't Grant - Homelessness Initiative	27,000.00
183501	5122	54005	Indian & Northern Affairs Shelter Contribution	17,500.00
			TOTAL EXTERNAL INCOME	393,240.00
			PROGRAM INCOME	
183501	5122	52011	Program Fees - Transitional Units	0.00
			TOTAL PROGRAM INCOME	0.00
			INTERNAL INCOME	
183501	5122	56001	Interest Income from THQ	0.00
			TOTAL INTERNAL INCOME	0.00
			DONATIONS - GIFTS IN KIND	
183501	5122	51013	Donations - Gift in Kind	32,280.00
			TOTAL DONATIONS - GIFTS IN KIND	32,280.00
			TOTAL INCOME	425,530.00
			EXPENSES	
			PERSONNEL EXPENSES	
183501	5122	71001	Salaries / Wages	288,115.00
183501	5122	71003	Canada Pension Plan Premiums	15,500.00
183501	5122	71003	Employment Insurance Premiums	7,770.00
183501	5122	71009	Workers's Compensation Premiums	1,740.00
183501	5122	71003	Employer Pension/RRSP Contributions	4,000.00
183501	5122	71007	Employees' Health Benefit Plan	3,730.00
			TOTAL PERSONNEL EXPENSES	298,855.00
			GENERAL OPERATING EXPENSES	
183501	5122	73021	Association & Membership Fees	200.00
183501	5122	73014	Couriers & Postage	100.00
183501	5122	73015	Internet & Phone Expense	4,100.00
183501	5122	73017	Office Supplies, Printing & Stationery	1,000.00
183501	5122	73023	External Audit	0.00
183501	5122	73023	Financial/Accounting Fees	14,800.00
183501	5122	73005	Staff Training & Development	2,500.00
183501	5122	73007	Gifts & Presentations	300.00
183501	5122	73007	Travel & Meals	3,200.00
183501	5122	73021	Vehicle (Program) Expenses	3,500.00
			TOTAL GENERAL OPERATING EXPENSES	29,600.00
			PROGRAM SPECIFIC EXPENSES	
183501	5122	72005	Food	38,825.00
183501	5122	72008	Kitchen Supplies	3,000.00
183501	5122	72001	Client Assistance	1,500.00
183501	5122	72032	Christmas Assistance	0.00
183501	5122	72013	Linen & Laundry	350.00
			TOTAL PROGRAM SPECIFIC EXPENSES	43,475.00
			OCCUPANCY COSTS	
			FURNITURE & EQUIPMENT	
183501	5122	73019	Equipment Maintenance & Repair	2,500.00
183501	5122	73019	Office Equipment & Furniture	500.00
183501	5122	73103	Computer Equipment & Maintenance	500.00
			TOTAL EQUIPMENT & FURNITURE	3,500.00
			PROPERTY MAINTENANCE	
183501	5122	74007	Property Taxes	1,950.00
183501	5122	74013	Junk/Debris Expenses/ Bed Bug Treatment	1,500.00
183501	5122	41001	General Property Expenses	4,000.00

<b>Budget Report</b>					
Western Regional Accounting Centre					
Whidborne Centre of Hope					
Transfer Payment Agreement for April 1, 2017 to September 30, 2017					
<b>Fund</b>	<b>Dept</b>	<b>Account</b>			
183501	5122	74008	Maintenance & Repairs	4,000.00	
183501	5122	74011	Waste Removal	400.00	
183501	5122	74015	Utilities	7,500.00	
183501	5122	73020	Security Monitoring Services	1,000.00	
183501	5122	74001	Insurance	8,850.00	
			<b>TOTAL PROPERTY MAINTENANCE</b>	<b>29,200.00</b>	
			<b>TOTAL OCCUPANCY COSTS</b>	<b>32,700.00</b>	
			<b>HEADQUARTERS SUPERVISION</b>		
183501	5122	70007	Management Support Assessment	21,000.00	
			<b>TOTAL HEADQUARTERS SUPERVISION</b>	<b>21,000.00</b>	
183501	5122	700000	GRANTS & ALLOCATIONS		
183501	5122	700999	<b>TOTAL GRANTS &amp; ALLOCATIONS</b>		
183501	5122	700999	<b>TOTAL EXPENSES</b>	<b>426,530.00</b>	
183501	5122	900000	<b>NET SURPLUS/(DEFICIT) BEFORE TRANSFERS</b>	<b>0.00</b>	
183501	5122	999999	<b>NET SURPLUS/(DEFICIT) AFTER TRANSFERS</b>	<b>0.00</b>	

## **Schedule C**

### **Terms of Payment**

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- C.1 The method of payment will be by cheque.
- C.2 YG agrees to provide the Recipient with a financial contribution of two hundred and forty one thousand nine hundred and forty five dollars (\$229,445.00) upon the Parties signing this Agreement.
- C.3 All YG money obtained through this Agreement and identified through an accounting of expenditures, surplus during, upon termination of this Agreement, end of the fiscal year, or as a result of interest on monies advanced by YG, shall be returned to YG when requested.
- C.4 The Recipient will submit an invoice to receive payment. Invoices must provide the following information:
- o Agreement number;
  - o Invoice number;
  - o Invoice date;
  - o Invoice amount; and
  - o Name payable to.



COMMITTED

## TRANSFER PAYMENT AGREEMENT

Agreement #: T00013889  
Agreement Type: Project

TPA Description: Furnishings

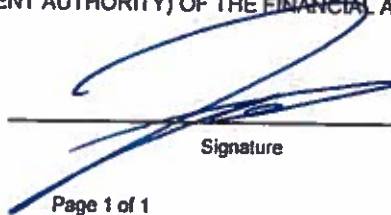
<b>Recipient:</b>	CDSALVATION THE SALVATION ARMY (YARC) ALBERTA & NORTHERN TERRITORIES 311 B BLACK ST WHITEHORSE, YT, Y1A 2N1 CANADA	<b>Recipient Type:</b>	Other Legal Entity (of Yukon)
<b>Program Manager:</b>	Christine Tapp (867) 667-3705	<b>Recipient Contact:</b>	Ian McKenzie (867) 668-2327
<b>Location of Work:</b>	Whitehorse	<b>Agreement Start Date:</b>	August 1, 2017
<b>Agreement Value:</b>	280,000.00	<b>Agreement End Date:</b>	October 1, 2017
		<b>Funding Program:</b>	No funding program
		<b>Internal File #:</b>	

### Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2017/18	151-311010-0301- -90401		280,000.00
			280,000.00

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Jeff Ford  
A/Assistant Deputy Minister  
\_\_\_\_\_  
Approved, Authorized Officer/Title  
Print Name/Title

  
\_\_\_\_\_  
Signature

Aug. 30, 2017  
\_\_\_\_\_  
Date (year/month/day)

**Transfer Payment Agreement**

**Funding for the Purchase of  
Furniture to Supply the Replacement  
Salvation Army Emergency Shelter Building**

**THIS AGREEMENT** made at Whitehorse, Yukon on August 15, 2017.

**BETWEEN:**

**The Government of Yukon as represented by the Assistant Deputy Minister of Health and Social Services (the "FUNDER")**

**AND:**

**The Governing Council of The Salvation Army in Canada (the "Recipient"), incorporated under the laws of Canada**

**being collectively the parties (the "Parties") to this Transfer Payment Agreement (the "Agreement").**

**WHEREAS**

- A. Pursuant to a 2015 MOU between the Government of Yukon ("GY") and the Recipient, the GY is constructing a building ("Building") on Lot 15 on Block 40, Plan 2015-0068 LTO, designed to provide a range of shelter and support services ("Shelter") to a vulnerable population that is homeless or under-housed and at risk of homelessness.
- B. The Parties have intention to enter into a purchase and sale agreement for the lands together with the Building (collectively, the "Property") that would see ownership of the Property transfer from the GY to the Recipient once a range of conditions have been met.
- C. The Parties have agreed that it would be advantageous to have the Recipient directly purchase the necessary furnishings required to operate the Shelter.
- D. The FUNDER acknowledges that the Recipient intends to purchase additional furnishings separate and apart from this Agreement ("Additional Furnishings").

**NOW THEREFORE** in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1.0 This Agreement**

- 1.1 This Agreement, together with all the Schedules and appendices, shall be read collectively and constitutes the whole Agreement between the Parties, and no oral or written representations on its subject matter are valid unless incorporated in this Agreement.

**2.0 Definitions and Interpretation**

**2.1 In this Agreement:**

**'Budget'** means the total amount of expenses, including any 'in-kind' and 'own-resources' assistance, budgeted for the Project and detailing the use of Funds as set out in Schedule B;

**'Financial Report'** means a report of all actual and budgeted Project expenses;

**'Fiscal Year'** means the year commencing on April 1<sup>st</sup> in one calendar year and ending on March 31<sup>st</sup> in the following calendar year;

**'Funds'** means the financial assistance provided by the FUNDER to the Recipient pursuant to this Agreement;

**'Possession Date'** means the date that the Recipient will have the legal right to use and occupy the Building;

**'Project'** means the activities and work plan as more fully described in Schedule A related to the arrangements for the planning, design, acquisition, storage, delivery and installation of the furnishings;

**'Project Report'** means a report of Project activities and deliverables;

**'Records'** means invoices, receipts, vouchers, bank statements and all transactional information pertaining to incurred expenses and commitments made by the Recipient or its agents in carrying out the Project and the obligations of this Agreement;

**'Terms of Payment'** means the terms of payment as set out in Schedule C.

2.2 In this Agreement, words importing a singular number shall include the plural and vice versa, as required by the context.

2.3 In this Agreement, headings are inserted only for convenience of reference and shall not affect its construction or interpretation.

### 3.0 The Project

3.1 The Recipient shall use the Funds to carry out the Project in accordance with Schedules A and B and C.

### 4.0 Term

4.1 The term of this Agreement shall be from August 1, 2017, and end upon the completion of the Project or October 1, 2017 whichever occurs first.

### 5.0 Provision of Financial Assistance

5.1 The FUNDER shall provide the Recipient with Funds for the purpose of the Project in an amount not to exceed two hundred and eighty thousand dollars (\$280,000.00) Cdn.

5.2 The FUNDER shall pay the Funds to the Recipient in accordance with the Terms of Payment (Schedule C).

5.3 The obligation of the FUNDER to provide the Funds is subject to the Recipient abiding by the terms and conditions of this Agreement.

5.4 The FUNDER confirms that:

5.4.1 this Project and the payment of the Funds to the Recipient complies with the *Financial Administration Act* (Yukon); and

5.4.2 the Funds have been appropriated by the Legislature for the purpose of this Agreement for the fiscal year in which such payments are to be made.

5.5 The Recipient warrants that it has declared all amounts owing to the GY and that the Recipient is not in default of any payment schedule in respect of any amounts owing to the GY.

### 6.0 Financial Accountability

6.1 In respect of the Funds, the Recipient shall:

6.1.1 incur expenses only for the purposes of this Agreement;

6.1.2 allocate the Funds received in accordance with this Agreement; and

- 6.1.3 submit to the FUNDER within two (2) weeks of completion of the Project, a Financial Report containing:
- a statement of all expenses incurred for the Project; and
  - certification by an authorized representative of the Recipient.
- 6.2 Any Funds provided through this Agreement that are:
- 6.2.1 not expended at the expiry or termination of this Agreement; or
- 6.2.2 not properly expended for the purposes of this Agreement,
- shall constitute a debt due to the GY and shall, upon request by the FUNDER, be repaid immediately by the Recipient to the GY. Any interest owing on this debt will be calculated at a rate consistent with Yukon legislation. For greater certainty, in the event that the Recipient does not acquire the Building, the Recipient shall not be liable or accountable for the Funds properly expended for the Project, provided that the Recipient assigns all of its right, title and interest to and in the furnishings to be acquired under this Agreement to the FUNDER within 2 business days of deciding not to acquire the Building and furthermore, that the Recipient retains the right to remove the Additional Furnishings from the Building within 15 days of making the decision not to acquire the Building.
- 7.0 Audit
- 7.1 The Recipient shall:
- 7.1.1 acknowledge that the FUNDER or its agents may audit any or all of the Records related to this Agreement, as is necessary to satisfy the FUNDER that the objectives and activities of the Project have been carried out and that the Funds have been spent in accordance with the terms of this Agreement;
- 7.1.2 keep all Records for seven (7) years after the expiry or termination of this Agreement, unless otherwise notified in writing by the FUNDER that such information and documents are no longer needed;
- 7.1.3 make such Records available for audit by the FUNDER upon reasonable notice and permit the FUNDER to audit and inspect the Records and to take extracts from and make copies of the Records;
- 7.1.4 immediately reimburse the FUNDER any funds not expended or non-allowed expenses, as determined by the audit; and
- 7.1.5 maintain the Records in respect of this Agreement in an appropriate and confidential manner.
- 8.0 Access to Staff, Records and Premises
- 8.1 Upon reasonable notice, the Recipient shall provide the FUNDER with access to the Recipient's staff with direct knowledge of the Project, the Records and premises where the Records are kept for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this Agreement and related to the evaluation of the effectiveness or efficiency of the Project.
- 9.0 Communication and Public Acknowledgement
- 9.1 Any information released or announced to the public in any form by the Recipient in respect of the Project shall adequately acknowledge the contribution made by the FUNDER.
- 9.2 Any information released or announced to the public in any form by the FUNDER in respect of the Project shall adequately acknowledge the contribution made by the Recipient.
- 10.0 Legal Relationship
- 10.1 Nothing in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

- 10.2 The Recipient shall not make any representation that the Recipient is an agent of the FUNDER and shall ensure that any officers, employees, contractors, members, agents or successors of the Recipient do not make any representation that could reasonably lead any member of the public to believe that the Recipient, its officers, employees, contractors, members, agents or successors are agents of the FUNDER.
- 11.0 Liability
- 11.1 The Recipient shall use due care in carrying out the Project and in performing its obligations under this Agreement to ensure that it does not cause any injury (including death) to persons, damage or loss to property or infringement of rights.
- 11.2 The FUNDER shall not be liable for any action or inaction of the Recipient or any of the Recipient's officers, employees, contractors, members or agents during the performance of the Project.
- 11.3 The FUNDER shall not be liable for any injury to the Recipient, its officers, employees, contractors, members or agents or for any damage to or loss of property of the Recipient, its officers, employees, contractors, members or agents caused by, arising from or in any way related to the performance of this Agreement.
- 12.0 Conflict of Interest
- 12.1 No Member of the Yukon Legislative Assembly shall be admitted to any share or part of this Agreement or to any benefit arising from it, unless such benefits are available to the population at large.
- 12.2 No official or employee of the Government of Yukon shall be admitted to any share or part of this Agreement or to any benefit arising from it without the written consent of the official's or employee's Minister, unless such benefits are available to the population at large.
- 12.3 No current or former public servant or public officer holder to whom the *Conflict of Interest (Members and Ministers) Act*, Part 13 of the *Public Service Act*, the *Cabinet and Caucus Employees Act*, or Policy 3.39 of the Yukon Government General Administration Manual applies, shall derive any direct benefit from this Agreement, including any employment, payment or gifts, unless the provision and receipt of such benefits is in compliance with such legislation and policy.
- 13.0 Confidentiality
- 13.1 The FUNDER and the Recipient shall both protect any confidential information according to applicable federal, provincial or territorial legislation.
- 13.2 The FUNDER and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties. Such efforts shall be in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).
- 13.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, employees, contractors, members, agents or successors become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates.
- 13.4 The FUNDER shall ensure that all personal information to which the FUNDER, its officers, employees, contractors or agents become privy shall be treated as confidential in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).
- 14.0 Indemnification
- 14.1 The Recipient shall save harmless and fully indemnify the FUNDER, its officers, employees, contractors and agents from and against all claims, liabilities and demands arising directly or indirectly from:
- 1.1.1 any act, omission, or negligence of the Recipient, its officers, employees, contractors, members, agents or successors arising in connection with this Agreement;

- 14.1.1 any breach of this Agreement by the Recipient, its officers, employees, contractors, members, agents or successors unless such breach is a direct result of a breach by the FUNDER of its obligations under this Agreement; and
- 14.1.2 any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of the Recipient's obligations under this Agreement.
- 14.2 The above indemnity shall include all reasonable legal costs, and shall be subject to the terms of any assignment of the Project Rights under section 6.2 of this Agreement.
- 15.0 **Assignment**
- 15.1 This Agreement shall not be assigned, transferred, subcontracted or otherwise delegated by the Recipient without the prior written consent of the FUNDER. Any attempt to assign, transfer, subcontract or otherwise delegate any of the rights, duties or obligations of this Agreement without written consent is void and of no effect.
- 16.0 **Amendment**
- 16.1 Any amendments to this Agreement shall be made in writing and executed by both Parties.
- 17.0 **Successors**
- 17.1 This Agreement is binding upon the Parties and their respective administrators and successors.
- 18.0 **Severability**
- 18.1 If any of the terms or provisions of this Agreement are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.
- 19.0 **Breach or Non-fulfillment**
- 19.1 The Recipient shall give the FUNDER notice of the breach or non-fulfillment of any provision of this Agreement.
- 19.2 The failure of the Recipient to give notice to the FUNDER of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance by the FUNDER of:
  - 19.2.1 the breach or non-fulfillment;
  - 19.2.2 a further breach or non-fulfillment of the same provision; or
  - 19.2.3 the breach or non-fulfillment of any other provision of this Agreement.
- 20.0 **Termination**
- 20.1 In addition to any default that would at law entitle a party to terminate the Agreement, any of the following shall also constitute a default by a party:
  - 20.1.1 a party fails to perform or comply with any term, condition or obligation under this Agreement;
  - 20.1.2 the Recipient, in support of its application for funding, or proposal, or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the FUNDER;
  - 20.1.3 the Recipient fails to make progress so as to jeopardize the success or outcome of the Project in accordance with this Agreement;
  - 20.1.4 in the opinion of the FUNDER, acting reasonably, there is a detrimental change in the Recipient's ability to carry out its responsibilities under this Agreement;
  - 20.1.5 the Recipient is no longer in good standing or ceases to operate;

- 20.1.6 the Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvency debtors;
- 20.1.7 the Recipient is dissolved or an order is made or resolution passed for the winding up of the Recipient; or
- 20.1.8 the FUNDER fails to advance payments as provided for in this Agreement.
- 20.2 If, in the opinion of a party, acting reasonably, an event of default occurs, then that party may give reasonable prior written notice to the party in default of the particulars of the default allowing such party a reasonable period of time to take such reasonable actions as may be necessary to remedy the default. If the party in default fails to remedy such default within such reasonable period of time, then without restricting any remedies otherwise available, the party not in default may terminate this Agreement.
- 20.3 If, in the opinion of the FUNDER, acting reasonably, an event of default occurs, the FUNDER may give reasonable prior written notice to the Recipient of the particulars of the default allowing the Recipient a reasonable period of time to take such reasonable actions as may be necessary to remedy the default. If the Recipient fails to remedy such default within such reasonable period of time, then without restricting any remedies otherwise available, the FUNDER may:
- 20.3.1 arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;
- 20.3.2 audit or cause to have audited the accounts and Records of the Recipient;
- 20.3.3 direct the Recipient to repay forthwith to the FUNDER all or part of the Funds paid under this Agreement;
- 20.3.4 withhold all or part of the Funds payable under this Agreement; or
- 20.3.5 terminate the Agreement and the FUNDER's obligation to provide any further Funds to the Recipient.
- 20.4 The FUNDER may exercise any one or more of the remedies set out in 20.3.
- 21.0 **Obligations Surviving Termination**
- 21.1 All obligations of the Parties shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled, or by their nature, expire.
- 22.0 **Notice**
- 22.1 Any written communication, report or notice required pursuant to this Agreement may be given by personal delivery to the undersigned or by fax or by prepaid mail to the addresses set out below. A notice shall be considered to be received if delivered personally on the date of delivery; if delivered by fax, two business days after transmission; or if delivered by mail, three business days after mailing.
- If to the FUNDER:**
- Jeff Ford, Assistant Deputy Minister  
Department of Health and Social Services  
P.O. Box 2703, Whitehorse, Yukon, Y1A 2C6  
Fax: (867) 393-6274
- If to the Recipient:**
- The Governing Council of the Salvation Army in Canada  
311 Black Street, Whitehorse, Yukon Y1A 2N1  
Attention: Ian McKenzie, Executive Director  
Phone: (867) 668-2327  
Fax: (867) 668-5763

with a copy to:

The Salvation Army, Territorial Headquarters  
2 Overlea Boulevard  
Toronto, Ontario, M4H 1P4

23.0 Signing of this Agreement

23.1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement.

24.0 Counterparts


24.1 This Agreement may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives on the date first written.


Department of Health and Social Services  
as represented by the Assistant Deputy Minister


  
Jeff Ford

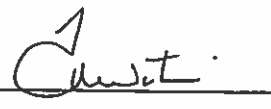
Date: Aug 18, 2017

)  
)  
) In the presence of  
)   
) (name and signature of witness 19 years  
) of age or older)  
)  
) Date: Aug 18, 2017  
)

THE GOVERNING COUNCIL OF THE  
SALVATION ARMY IN CANADA

By:   
Name: Bryan Campbell  
Authorized Signing  
Officer  
Title: \_\_\_\_\_

)  
)  
) In the presence of  
)   
) (name and signature of a witness 19  
) years of age or older)  
)  
) Aug 11, 2017  
) Date  
)

By:   
Name: Fred Waters  
Treasurer  
Title: \_\_\_\_\_

We have authority to bind the Corporation



## **SCHEDULE A**

### **PROJECT**

#### **A1.0 Deliverables**

- A1.1** The Recipient shall, from a supplier or suppliers of the Recipient's choice, purchase and have delivered the items ("Items") set out in the Procurement List, a copy of which is attached to Schedule A as an appendix.

#### **A2.0 Work Plan**

- A2.1** The Recipient shall have the Items and the Additional Furnishings delivered to the Building not more than thirty (30) days before the date it has purchased the Building (the "Possession Date"). The Recipient, its employees and contractors shall be entitled to enter the Building for the purpose of such delivery of the Items and Additional Furnishings, as well as to assemble and set up the Items and Additional Furnishings within the Building in the intended location of such Items and Additional Furnishings within the Building within such period of thirty (30) days before the Possession Date. Prior to the Possession Date, the FUNDER shall be responsible to safeguard and insure all such Items and Additional Furnishings with the Building at the sole cost, risk and expense of the FUNDER.
- A2.2** The Recipient may, with the prior written approval of the FUNDER, revise the work plan or list of Items from time to time to meet the Project deliverables set out in A1.1. For greater certainty, such revision does not constitute an amendment for the purposes of this Agreement.

**SCHEDULE A**

**APPENDIX A - ITEMS**

**TBD**

THE LIST, TO BE PROVIDED, WILL ONLY INCLUDE ITEMS PURCHASED WITH THE FUNDING UNDER THIS AGREEMENT. ADDITIONAL PURCHASES ARE NOT COVERED BY THIS AGREEMENT AND THUS SHOULD NOT BE LISTED IN APPENDIX A OR IN SCHEDULE B.

## **SCHEDULE B**

### **BUDGET**

#### **B1.0 Budget and Expenses**

- B1.1** The Recipient shall carry out the Project in accordance with the Budget as approved in writing by the FUNDER as outlined below: TBD
- B1.2** Eligible expenses are those expenses directly related to furniture costs and shipping charges for the Items.
- B1.3** The Recipient may, on prior written approval from the FUNDER, acting reasonably, reallocate dollar amounts between eligible expenses within the approved Budget. For greater certainty, such reallocation does not constitute an amendment for the purposes of this Agreement.

## **SCHEDULE C**

### **TERMS OF PAYMENT AND REPORTING**

#### **C1.0 Funds**

**C1.1** The FUNDER shall pay to the Recipient the Funds in two installments:

- a) \$140,000 upon signing this Agreement; and
- b) \$140,000 upon the Recipient submitting the Financial Report, subject to section C.3.1 of this Schedule and section 6.2 of this Agreement.

#### **C2.0 Reporting**

**C2.1** The Recipient shall provide a Financial Report at the end of the Project outlining the estimated costs and expenditures compared to actual expenditures, and demonstrating that the funds were used for the intended purpose.

#### **C3.0 Ownership Transfer in lieu of repayment**

**C3.1** The Recipient shall transfer ownership of Items purchased under this Agreement to the GY within two (2) days should the Recipient make a decision not to purchase the Property.