

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 09-XXX

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND FOUR COUNTIES ADDICTION SERVICES TEAM INC. (FourCAST),

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Four Counties Addiction Services Team Inc. (FourCAST), for the purposes of entering into a purchase of service agreement to provide addiction assessment and treatment services to participants of Ontario Works and Ontario Disability Support Plan, in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this day of _____, 2009.

D. Paul Ayotte, Mayor

Nancy Wright-Laking, City Clerk

THIS AGREEMENT made in quadruplicate this ____ day of December 2009

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the "City")

-and-

FOUR COUNTIES ADDICTION SERVICES TEAM INC.
("FourCAST")

WHEREAS, as part of the delivery of the Ontario Works Addiction Services Initiative (OWASI), the City has entered into this agreement with FourCAST to increase its capacity to provide addiction assessments and a range of treatment options to Ontario Works ("OW") and Ontario Disability Support Plan ("ODSP") participants referred by the Ontario Works program, Social Services Division of the City of Peterborough ("Ontario Works Staff").

AND WHEREAS Ontario Works Staff will screen certain OW and ODSP clients for referral to FourCAST in order for such clients to receive treatment and services concerning various addiction and/or substance use/abuse issues;

AND WHEREAS the City desires to retain the services of FourCAST, and FourCAST agrees to provide its services, upon the terms and conditions outlined herein;

AND WHEREAS the City and FourCAST agree that creating an effective relationship between local shelters, the Community Drop In Centre and agencies which deliver addiction services is an important objective in addressing issues of homelessness, poverty and addictions;

AND WHEREAS FourCAST, in order to increase the number of participants in the Addiction Services Initiative, shall deliver its services under this agreement to persons residing in shelters and visiting the Community Drop In Centre within the City of Peterborough;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. A steering committee composed of the designated Ontario Works Staff, FourCAST and any other treatment provider agencies shall meet on a regular basis, at least quarterly, to review and monitor the program.
2. FourCAST shall promote participation of current OW and ODSP clients in the OWASI.

3. Prior to referring any OW or ODSP client to FourCAST, Ontario Works Staff will screen its client and evaluate whether substance use/abuse presents a barrier to employment. If substance use/abuse is determined to be a barrier to employment, or if the participant requests an addiction counselling referral, Ontario Works Staff shall make a referral to FourCAST.
4. FourCAST shall provide the following treatment services to OW and/or ODSP clients, including those persons who reside at local shelters and visit the Community Drop In Centre: addiction assessment, treatment planning, referral and community treatment. Standardized service definitions outlined by the Ministry of Health and Long Term Care shall apply. Other addiction-related services may also be requested by Ontario Works Staff in keeping with the needs of specific OW and ODSP participants. FourCAST acknowledges that the City is contracting for the expertise and professional services of its organization for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment.
5. FourCAST shall provide appropriate addiction treatment services in accordance with its client and program objectives, standards in the field, and accepted best practices.
6. FourCAST shall make available, to each participant referred by Ontario Works Staff, an Addiction Counsellor with specialized skills and experience in working with persons with addiction and/or substance abuse problems.
7. FourCAST shall have primary clinical responsibility for each participant receiving treatment services and shall provide appropriate clinical supervision. FourCAST shall, along with conducting outcome measures, also conduct performance evaluations of its Addiction Counsellors working with OW and ODSP participants. While FourCAST is responsible for the performance of its staff, Ontario Works Staff may be asked to provide input related to any service delivery issues. At any time during the course of this agreement, either party may request a meeting to review and evaluate the delivery of services and such meeting shall occur within fifteen (15) business days of making the request or such other time as agreed upon by the parties, acting reasonably.
8. FourCAST shall dedicate one full time equivalent Addiction Counsellor for every 45-50 "active" OW and ODSP participants to solely manage referrals and to liaise with Ontario Works staff. FourCAST staff shall attend shelters and the Community Drop In Centre on a scheduled basis.
9. The City shall pay to FourCAST the sum of One Hundred Seventy Thousand Dollars (\$170,000) in each year of the term. The funds will be advanced in quarterly installments on or before the following dates:

Payment Date in Each Year of the Term	Amount of Payment
31 January	\$42,500
30 April	\$42,500
31 July	\$42,500
31 October	\$42,500

FourCAST agrees and acknowledges that the City's payments to it, in accordance with the above noted schedule, are conditional upon the Ministry of Community and Social Services (MCSS) continuing to provide funding for addiction treatment services to the City. The City will use its best efforts to provide a minimum of thirty (30) days notice of its intent to renegotiate this agreement in the event of any change in MCSS funding. Following a change in MCSS funding and failing agreement between the parties concerning amendments to this agreement, either party may terminate this agreement in accordance with paragraph 22.

10. Upon referral, Ontario Works Staff shall provide a duly executed consent form and a completed referral form, and shall receive immediately from FourCAST an appointment time for the referred participant. Ontario Works Staff are responsible for advising the OW or ODSP participant of the first appointment. Because FourCAST is providing an increased level of service to the OW and/or ODSP participants, it is understood and agreed that OW and ODSP participants referred by Ontario Works Staff are not subject to FourCAST's wait list or wait period, if applicable, or other admission criteria and the earliest available appointment shall be provided at the time of the referral. Appointments should be scheduled within seven (7) calendar days except in rare circumstances such as staff illness or vacation time. FourCAST shall meet with shelter residents and visitors via both informal and formal booked appointments
11. OW and ODSP participants referred to FourCAST by Ontario Works staff or through shelter outreach shall be assessed and orientated to FourCAST's full range of outpatient services, withdrawal management or residential treatment, and/or to any and all community mental health services, as appropriate. Participants shall be assessed using the standardized assessment package mandated for use by the Ministry of Health and Long Term Care (the "Ministry"). An individualized treatment plan shall be developed and negotiated based on the participant's identified needs and goals and consistent with Ministry admission and discharge criteria. FourCAST staff shall normally manage treatment services and referrals to other addiction treatment agencies.
12. FourCAST staff shall provide directly to Ontario Works Staff, on a monthly basis, information about attendance and general progress of each participant as well as

identified support needs including, but not limited to, transportation, childcare, substitute activities and housing.

13. FourCAST shall, on a quarterly basis, provide statistics which:
 - a. States how many participants were engaged in the outreach services (total number of participants plus number of unique participants);
 - b. States how many participants were referred to other services and what those services were (ex. Community Withdrawal Management);
 - c. States which other services each participant was referred to;
 - d. Provides a breakdown of how many participants were Ontario Works, ODSP and other participants;
 - e. Reports on any other measures reasonably requested by the City of Peterborough.
14. In keeping with best practices, FourCAST staff shall collaborate with Ontario Works Staff, the participant and if applicable, other community agencies to support the case management goals for each participant.
15. Client information and records shall be maintained in accordance with FourCAST existing practices for the appropriate and effective management of client information. The parties agree that, concerning disclosure of, and access to, the personal health information of participants, that the *Personal Health Information Protection Act*, the *Municipal Freedom of Information and Protection of Privacy Act* and the applicable provisions of the *Mental Health Act*, the *Ontario Works Act, 1997*, and/or the *Ontario Disability Support Payment Act, 1997* shall apply. In addition, the parties agree to use mutually agreed upon forms and documents under this agreement.
16. Ontario Works Staff shall remain involved with all participants referred to FourCAST for the purposes of monitoring progress, providing support, and determining support needs and participation requirements with the participant. Ontario Works Addiction Services staff shall provide concurrent intensive case management for Ontario Works participants. Ontario Works staff and the participant shall determine frequency of meetings with the participant individually.
17. Additional programming such as support groups and community activities shall be provided as needed and appropriate in partnership with other agencies as often as feasible.
18. FourCAST shall be responsible for reporting barriers that may inhibit the successful completion of the treatment plan, to the Ontario Works Staff. These barriers may include absenteeism by the participant, failure to participate in the plan, attitude or other factors deemed relevant by the FourCAST Addiction Counsellor. FourCAST shall forthwith advise Ontario Works Staff if, in their professional opinion, a referral would not be an appropriate participant in

treatment services and shall state the reasons why the referral is not appropriate. This report may be made verbally unless the Ontario Works Staff requests a written report.

19. If a FourCAST Counsellor, acting reasonably, deems a participant not appropriate to continue receiving treatment services, they shall forthwith advise Ontario Works Staff that they are ceasing the delivery of treatment services to that participant. Following such cessation of treatment services, Ontario Works Staff may maintain the participant in Ontario Works addictions activities for up to three (3) months in order to provide intensive case management support. Ontario Works Staff may, at any time, refer the participant back to FourCAST for treatment services.
20. Ontario Works Staff shall be responsible for reporting termination of the participant's mandatory requirement in the addiction treatment plan to FourCAST. This report may be made verbally.
21. Ontario Works Staff shall monitor progress and outcomes. FourCAST will provide statistical data required by the Ministry and the City on a monthly basis by the 7th business day of the following month. FourCAST shall, in addition to performing its normal outcome measurements, also compile data specific to OW and ODSP participants, based on FourCAST's client and program objectives. Additional data shall include at a minimum:
 - Client demographics;
 - Reported primary substances of use;
 - Referrals out;
 - Number and types of services provided;
 - Client satisfaction survey results; and
 - Other information reasonably requested by the City or MCSS.
22. FourCAST shall acknowledge sponsorship by the Social Services Department of the City of Peterborough in promotional materials, promotional presentations and client service encounters.
23. Should any dispute arise concerning the interpretation or application of this agreement or the rights of the respective parties that cannot be resolved by the Executive Director of FourCAST and the Manager of Social Assistance, both parties agree to attempt to find a process of dispute resolution. Regardless, either party, upon sixty (60) days written notice to the other, may terminate this agreement. In the event that either party terminates the agreement, FourCAST shall refund to the City a proportionate amount of the funds advanced by the City hereunder, based upon the unexpired portion that the payment period covered.

Notice to the City shall be sent to:

The City Clerk
The Corporation of the City of Peterborough
500 George Street North
Peterborough, ON K9H 3R9

F: 705.742.4138

With a copy to:

The Social Services Division Head
The Corporation of the City of Peterborough
178 Charlotte Street, P.O. Box 4138
Peterborough, ON K9J 8S1

F: 705.876.4610

Notice to FourCAST shall be sent to:

The Executive Director
FourCAST
130 Hunter Street West
Peterborough, ON K9H 2K8

F: 705.876.9125

- 24. This agreement shall be in force from January 1, 2010 to December 31, 2012, and may be renewed by mutual agreement for additional terms. The parties agree to meet at least 30 days prior to the expiry of the agreement to discuss renewal.

SIGNED, SEALED AND DELIVERED)

In the presence of:)

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

D. Paul Ayotte
Mayor

Nancy Wright-Laking
City Clerk

**FOUR COUNTIES ADDICTION
SERVICES TEAM INC.**

Donna Rogers
Executive Director
I have the authority to bind FourCAST