## Toronto Seniors Housing Corporation BOARD OF DIRECTORS MEETING Date: November 29 Time: 8:30AM - 11:30AM Location: Webex & Livestream AGENDA

	Time	Description	Action	Supporting Documents	Presenter
1.	8:30 2min	Chair's Remarks	Information	N/A	Fareed Amin
2.		Land and African Ancestral Acknowledgements	N/A	N/A	Chair
3.		Meeting Agenda	Approval	Agenda	Chair
4.	8:34 1min	Chair's Poll re: Conflict of Interest	Declaration	N/A	Chair
5.		Approval of Public Session Board Minutes September 29 <sup>th</sup> , 2022	Approval	Public Meeting Minutes of September 29, 2022	Chair
6.	8:36 1min	Approval of Closed Session Board Minutes September 29 <sup>th</sup> , 2022	Approval	Closed Session Minutes of September 29 <sup>th</sup> , 2022	Chair
7.	8:41 5min	Matters arising – Action Items	Information	Action Items List	Chair
8.	8:42 1min	Motion to move into Closed Session	Approval	N/A	Chair
9.	8:43 1 min	Confidential report	Approval	N/A	Chair
10.	8:44 10 min	dealing with matters that are not required to be disclosed under the Municipal Freedom of Information and	Information		Councillor Ainslie

	Time	Description	Action	Supporting Documents	Presenter
		to personal matters	Information		Tom Hunter
11.	8:54 40min	about identifiable individuals, a proposed or pending transaction with a third party, and recommendations of	Information		Lawrence D'Souza
		proposed policy or processes	Information		Vince Truong
			Approval		Vince Truong
			Information		Vince Truong
12.	9:34		Approval		Chair
	1min				
13.	9:35 1min	Motion to Approve Closed Session Decisions	Approval	N/A	Chair
14.			Information	Verbal Report	Tom Hunter
15.	9:41	Quality and Tenant Engagement Committee Report		Verbal Report	Linda Jackson
		<ul> <li>Operational Performance Dashboard Board Report (a)</li> </ul>	Information	<ul> <li>Board Report</li> <li>Operational Performance Dashboard</li> </ul>	Brad Priggen
		<ul> <li>Quality Improvement Projects (b)</li> </ul>	Information	Verbal report	Grant Coffey
		<ul> <li>Interim Strategic Directions (c)</li> </ul>	Information	Board Report	Grant Coffey

	Time	Description	Action	Supporting	Presenter
				Documents	_
		• OCHE Report (d)	Information	Board Report	Summer Nudel
16.	10:21	Communications &			
	TOUIIII	Engagement Report			
		Update (a)	Information	Board report <ul> <li>Communications</li> </ul>	Grant Coffey
17.	10.21	Opdate (b)	Information Information	Update Verbal Report	Grant Coffey Councillor
17.	20min		information		Ainslie
		<ul> <li>Board orientation on Governance Work Plan Priorities 2023 (a)</li> </ul>	Information	Verbal Report	Grant Coffey
		<ul> <li>Staff Training Plan (b)</li> </ul>	Information	<ul><li>Board Report</li><li>Learning and</li><li>Development</li><li>Plan</li></ul>	Dave Slater
		<ul> <li>Committee Meetings (c)</li> </ul>	Approval	Board Report Proposed Committee Meetings 2023	Tom Hunter
18.	10:51 1min	Motion to Approve the Proposed Committee Meetings 2023	Approval	N/A	Chair

	Time	Description	Action	Supporting Documents	Presenter
19.		Audit & Finance and Risk Committee Report	Information	Verbal Report	Lawrence D'Souza
		<ul> <li>TSHC September YTD Financial Result (a)</li> </ul>	Information	<ul> <li>Board Report</li> <li>Statement of Operations</li> <li>Statement of Financial Position</li> </ul>	Vince Truong
		<ul> <li>Financial Update (b)</li> </ul>	Information	<ul> <li>Board Report</li> <li>2022 Forecast</li> <li>2022 Cash flow Projections</li> </ul>	Vince Truong
		<ul> <li>Insurance Renewal (c)</li> </ul>	Approval	<ul> <li>Board Report</li> <li>HSC Insurance Invoice</li> <li>Excess Crime Invoice</li> <li>Summary Overview of TSHC Coverage</li> </ul>	Vince Truong
		<ul> <li>Audit Engagement (d)</li> </ul>	Information	<ul> <li>Board Report</li> <li>Audit</li> <li>Engagement</li> <li>Letter</li> </ul>	Vince Truong
20.		Motion to Approve the Insurance Renewal	Approval	N/A	Chair
21.	5min	Success: October and November Accomplishments	Information	<ul> <li>Verbal Report</li> <li>2022 Planning for Success: October and November Accomplishment</li> </ul>	Mary Tate
22.	11:29 1 min	Motion to Approve Adjournment of the Board Meeting	Approval	N/A	Chair

## **Board of Directors**

## **Toronto Senior Housing Corporation**

The Board of Directors ("Board") of the Toronto Senior Housing Corporation ("TSHC") held its public meeting on September 29<sup>th</sup>, 2022, at 8:30 a.m. (EDT) via video conference. The meeting was live streamed on YouTube and subsequently posted to the City's website for TSHC.

Directors in Attendance:

Fareed Amin – Chair and Director Lawrence D'Souza – Vice Chair and Director Linda Jackson – Director Carrie MacNeil – Director Warren Law – Director Brenda Parris – Director Jim Meeks – Director Paul Johnson, Deputy City Manager, (Ex-Officio Member)

TSHC representatives present: Tom Hunter, Chief Executive Officer Mathew Kinch, Senior Digital Communications Advisor Janelle Estwick, Executive Assistant of the CEO Liz Dizig, Interim Executive Assistant Mary Tate, Interim Project Management Lead Norman Rees, Interim Financial Lead Grant Coffey, General Manager, Operations (I) Dave Slater, Interim Lead-People and Culture Andrea Austen, Director, Seniors Services and Community Programs

## Toronto Seniors Housing Corporation

Wendy Dobson, *Communication and Stakeholder Relations Lead* Vince Truong, *Controller* Sophia Ikura, *Sinai Health* Joseph Burley, *Management Consultant, Seniors Services* Brad Priggen, *Assistant General Manager* Tolu Solebo, *Manager Financial Planning and Compliance* Jennifer Dockery, GM, *Senior Services and Long-Term Care* 

Board Secretary present: Monique Hutchins, Managing Director – DSA Corporate Services Inc. Maria Paz Aliaga – Account Executive– DSA Corporate Services Inc.

### CONSTITUTION AND NOTICE OF MEETING

Mr. Amin served as Chair of the Meeting and Ms. Hutchins served as recording secretary.

A majority of the Directors being present with notice of the Meeting being given, the Chair declared the Meeting to have been properly called and constituted for the transaction of business.

### ITEM 1: CHAIR'S REMARKS

The Chair welcomed everyone to the tenth Board meeting of 2022 and stated that the meeting was being live streamed on YouTube.

The Chair provided an Acknowledgement of the Land that are on the traditional territory of many nations including the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples and that Toronto is covered by Treaty 13 signed with the Mississaugas of the Credit and the Williams City signed with multiple Mississaugas and Chippewa bands.

The Chair also provided an African Ancestral Acknowledgement stating that most of the citizens have come to Canada as settlers, immigrants, newcomers in this generation or generations past. He acknowledges those who came here forcibly, particularly as a result of the Trans-Atlantic Slave trade. Therefore, we honour and pay tribute to the ancestors of African Origin and Descent.

The Chair noted that September 30<sup>th</sup> marks the National Day for Truth and Reconciliation, also known as Orange Shirt Day, honoring the children who never returned home and survivors for Indian Residential Schooling system, as well as their families and communities. He also acknowledged that October the 1<sup>st</sup> is National Seniors Day and the United Nations International Day for Older Persons, noting it as an opportunity to reach out to seniors and thank them for the work they have done, including on TSHC.

The Chair noted the full agenda including updates from the Committee chairs of Quality and Tenant Engagement, Corporate Governance and Human Resources, Audit and Finance and Risk Committees, update from the CEO, from R-PATH's responsible person for accessibility in Toronto Housing Committee, Operational updates including First 100 Days Priorities, Vacancy Plan, Community program in Health and Wellness Initiatives and Quality Improvement Projects, Listening Tours and Communications, update on Governance Work Plan, Financial Results and Human Resource matters, as well as three deputations from callers.

The Chair remarked that as it was his first Board meeting, as Chair he was pleased to join the TSHC in his role as Board Chair and looked forward to working with his fellow board members.

At the invitation of the Chair, Mr. Hunter introduced Janelle Estwick as the new Executive Assistant to the CEO, and thanked Liz Dizig for the support during the transition. He also introduced Matthew Kinch member of the Communications Team and Tolu Solebo member of the financial area.

### ITEM 2: APPROVAL OF PUBLIC MEETING AGENDA

The Chair tabled the agenda for the meeting.

Before approving the Public Meeting Agenda, the Chair asked for an amendment for item 15e (Health Commons Board Report) to be considered as Informational only and item 15f (Quality Improvement Projects) be considered as an Approval item.

MotionUPON MOTION, duly made by Mr. Law and seconded bycarriedMs. Jackson and unanimously, IT WAS RESOLVED THAT the publicmeeting agenda as presented to the Board and amended is hereby<br/>approved.

#### ITEM 3: CHAIR'S POLL RE: CONFLICT OF INTEREST

The Chair requested that members of the Board declare whether they were in conflict of interest, together with the nature of the interest, with any public agenda item. No conflicts were declared.

## ITEM 4: APPROVAL OF PUBLIC AND CLOSED MEETING MINUTES OF JUNE 30<sup>th</sup>, 2022

The Chair tabled the minutes of the Public and Closed meetings held on June 30<sup>th</sup>, 2022, and asked that they be taken as read.

MotionUPON MOTION, duly made by Ms. MacNeil and seconded by Mr.carriedLaw and unanimously, IT WAS RESOLVED THAT:

- 1. The Public Minutes of June 30, 2022 in the form presented to the Board are approved.
- 2. The Closed Session Meeting Minutes of June 30, 2022 in the form presented to the Board are approved.

### ITEM 5: MATTERS ARISING: ACTION ITEMS

The Chair reviewed the matters arising action items list and noted that there were no updates.

#### ITEMS 6-11: CLOSED SESSION

MotionUPON MOTION, duly made by Ms. Jackson and seconded bycarriedMr. Law and unanimously agreed on, IT WAS RESOLVED THAT theBoard close part of the meeting to the public to give consideration<br/>to a report containing matters about an identifiable individual.

#### ITEM 12: MOTION TO APPROVE CLOSED SESSION DECISIONS

#### Managements/Non-Union Compensation

- MotionUPON MOTION, duly made by Mr. Warren and seconded by Mr.carriedMeeks and unanimously carried, IT WAS RESOLVED THAT the<br/>Board of Directors:
  - 1. Authorize the Chief Executive Officer to implement a 2.5% in-year salary adjustment for eligible TSHC management and non-union staff, effective June 1, 2022, that is aligned with the 2.5% increase that was recently implemented by the City of Toronto and the Toronto Community Housing Corporation (TCHC), ensuring that this adjustment is funded from the existing Operating Budget and does not impact service delivery to tenants.
  - 2. Authorize the Chief Executive Officer to amend the annual Personal Float Day policy to increase the allocation from 2 days to 4 days, effective June 1, 2022.
  - 3. Authorize the Chief Executive Officer to collaborate with TCHC in a parallel review of management and non-union compensation and benefits using the same consultant that is undertaking the City of Toronto's review, in order to

leverage the analysis, and minimize the duplication of effort, and minimize the time and cost of such a review for TSHC.

4. Direct the CEO to review and report back with recommendations to update the management and nonunion compensation program, including salary range structure, pay for performance program, group benefits, and other policy entitlements, to ensure TSHC's ability to attract and retain talent to deliver on its mandate.

### Strategic Planning

## MotionUPON MOTION, duly made by Ms. Jackson and seconded by Ms.carriedMacNeil and unanimously carried, IT WAS RESOLVED THAT:

- 1. The report on strategic planning be received for information by the Board.
- 2. Further, that this matter be referred to the Deputy City Manager, the TSHC Board Chair, the TSHC QTE Committee Chair, and the TSHC CEO to bring forward a recommendation for further discussion by the Board on an approach to strategic planning which addresses budget considerations.

## ITEM 13: CATHY BIRCH R-PATH

The Chair introduced Cathy Birch, founder and Chair of the Responsible Personal Accessibility in Toronto Housing also known as R-PATH Committee, a Tenant Lead Committee of Tenants with physical disabilities. The Chair also discussed R-PATH's work on advocating for accessibility, including tenants in buildings that are now in TSHC and buildings in Toronto Community Housing Corporation ("TCHC"), he noted R-PATH has a goal to improve the quality of life for people with disabilities and to identify and remove accessibility barriers.

Ms. Birch provided an overview on R-PATH's background, activities and remarked their work with teams to remove barriers and to improve the quality of life for

people with physical disabilities. She reviewed the services, guidelines and recommendations provided to the Corporation and its staff to achieve their goals through appropriate plans, policies, and programs aligned with the agreements, obligations, and applicable legislation. She answered the directors' questions about the programs accessibility and stated R-PATH provides tenants with relevant information and guidance regarding the different services and benefits they have access to.

#### ITEM 14: CEO'S REPORT

At the invitation of the Chair, Mr. Hunter provided a verbal report on the work taking place and highlighted that the Listening Tour was an opportunity to share insights and impressions from tenants as well as analyzing the engagement achieved, the conditions of the buildings and identify the work that still needs to be done. He remarked the importance of using translators as many of the tenants do not speak English, which is indispensable to create impactful relationships and eliminate the language barrier. Mr. Hunter recognized the work and contribution made by Andrew Ray who recently passed away. He ended by advising the Board that he has applied to be a board member on the ONPHA board.

Ms. Parris noted the importance with assisting on listening tours and recommended her fellow Board members to participate in these experiences to engage with tenants.

#### ITEM 15: QUALITY AND TENANT ENGAGEMENT COMMMITTEE REPORT

At the invitation of the Chair, Ms. Jackson provided an update on the QTE Committee meeting and noted some items required to be discussed with the board.

#### ltem # 15a

Ms. Jackson provided a review of report (BD: 2022-77) on the First 100 Day Priorities and discussed the upcoming priorities identified on safety and security,

communication with staff, access to supports and community services. She also reiterated the importance of adding translation services.

Ms. Parris asked about the need to implement safety and security 24/7 coverage and its impact on the budget. Mr. Hunter stated they were prioritizing the most effective solutions.

#### ltem # 15b

Ms. Jackson provided an overview of report (BD: 2022-78) regarding the vacancy plan. She noted the high vacancy rates and goals for addressing the trend downwards.

#### Item #15

Ms. Jackson provided an overview of report (BD: 2022-79) on Community Programs and noted that as a dynamic process it was important to consider tenant feedback on the programing. Ms. Parris expressed her concern on the few health and wellness programs noting that there was room for improvement.

Ms. Coffey stated that the QTE Committee expected to receive more programing opportunities and indicated that the Health Commons area will help with the improvements. Mr. Parris commented on the importance of encouraging the development of innovative programs moving forward.

**DEPUTANT:** The following verbal deputation was received with respect to Item #15c.

The Chair welcomed Mr. Siyavash Fiuzie, the deputant and indicated that he had five minutes to address the Board after which time the Board may ask questions.

Mr. Fiuzie referred to a complaint he made regarding changes introduced at the building he resides in whereby a pool table room was replaced by an office. He

believes there was a violation because there was to be no changes occurring during and after the transition. He indicated that he had not received an answer to his complaint from the supervisors, managers, nor the solution center.

Mr. Hunter undertook to follow up on the matter.

#### ltem # 15d

Mr. Jackson provide an update on report (BD: 2022-80) regarding the new Operational Performance Dashboard and noted the report was well received by the tenants that deputed at the QTE Committee meeting.

Mr. Coffey noted the differences from the previous dashboards indicating more information had been added. Ms. Parris asked to include in the 100-day Plan the dashboard translation and race ethnicity language information.

#### ltem # 15e

**DEPUTANT:** The following verbal deputation was received with respect to Item #15e.

The Chair welcomed Ms. Maureen Clohessy, the deputant and indicated that she had five minutes to address the Board after which time the Board may ask questions.

Ms. Clohessy thanked the OTE Committee on their excellent job listening to tenants and compiling their feedback to move forward. She commented on areas that still needed work as well as the wording in the report that needed to be clarified. She also stated that tenants need to receive more updates and information from the Corporation to stay abreast of the work being done and future plans.

The Chair thanked the deputant for her comments and indicated the team will work on ways to better communicate with the tenants on a regular basis. At the invitation of the Chair, Andrea Austen as Director of Senior Services and Communication Programs provided and overview of report (BD: 2022-81) on Seniors Health and Wellness Initiative. She noted the final report including key insights and strategies to move forward was brought to the Board for information with recognition that the implementation of these recommendations would take time and will be subject to financial considerations.

Ms. Parris asked how the report would be linked into the work that TSHC is doing. Mr. Coffey answered that the report will be used to develop an action plan to move forward in consultation with the City and other stakeholders. He remarked this was great opportunity to leverage the work and use it as input in future activities.

Ms. Sophia Ikura wanted to thank the seniors who participated in the survey as it showed a shift in mindset as seniors are experts in their own experiences.

Ms. Parris asked that the QTE Committee outline what the differences were contained in the dashboard and if ethnicity, language and other indicators have been included in the data collection. She suggested that the new data parameters on ethnicity, language and the like be added to the hiring process as well and a report be provided to the Board.

### ltem # 15f

The Chair welcomed Mr. Bill Lohman, the deputant and indicated that he had five minutes to address the Board after which time the Board may ask questions.

Mr. Lohman remarked that he appreciated the complex work being conducted but the report focused on key priorities and metrics for the integrated service model accountability framework and not on any front-facing psychosocial realities that confront tenants and exhibit community connection, cohesion, and communications. He also noted the focus of staff's activities was more about data collection objectives than connecting communities to a spirit of wholesome well-

being. He asked how trust can be fostered and achieve meaningful outcomes when tenants have no input or influence in the decision-making process. He referred to some examples regarding lack of information and disconnection with the tenants that contribute to the mistrust.

The Chair thanked the deputant for his comments and noted that Mr. Hunter and the management team would provide the information required.

Ms. Jackson reviewed report (BD: 2022-81) and reiterated that there will be significant tenant engagement on these projects. She also noted that in order to remove the barriers on tenant engagement they should involve a significant number of tenants on the processes. Mr. Hunter confirmed this opinion and remarked the importance on tenant participation.

### **Tenant Focused Quality Improvement Projects**

- MotionUPON MOTION, duly made by Ms. MacNeil and seconded by Mr.carriedMeeks and unanimously carried, IT WAS RESOLVED THAT Toronto<br/>Seniors Housing Corporation proceeds with three quality<br/>improvement projects:
  - Safety and Security
  - Pest Management
  - Staff and Tenant Relations; and that

The governance of these projects includes:

- Corporate co-sponsors (CEO and a Tenant Board Director)
- A project committee for each project which includes:
  - A project sponsor from TSHC's leadership team
  - 4 tenant leaders
  - 4 staff team members

 2 TCHC (Toronto Community Housing Corporation) team members (except Staff and Tenant Relations)

• Subject matter experts to be engaged as needed Communications and other TSHC staff support to be available as needed.

#### Item # 15g

The Listening Tour Update was already reviewed in the CEO update. Report (BD: 2022-82) was received for informational purposes and taken as read.

### ITEM 16: COMMUNICATIONS & ENGAGEMENT REPORT

At the invitation of the Chair, Ms. Dobson reviewed of the communications and engagement report.

#### ltem # 16a

Ms. Dobson provided an update on communications, noting the work on a tenant newsletter, monthly community letters, weekly staff bulletins, town hall, videos for staff and tenants. She also referred to the plans to increase involvement with the tenant leaders in the communications.

#### Item # 16b

Ms. Dobson provided an update on Tenant Engagement, noting that a third party is being brought in to support the consultations on the engagement model and to provide a final framework. She also noted the team are working on bringing a community partner to support the design of consultations on the policies and that the team also started an email pilot with tenant representatives.

## ITEM 17: CORPORATE GOVERNANCE & HUMAN RESOURCES COMMMITTEE REPORT

The Chair noted the Corporate Governance and Human Resources Committee report issues were already discussed by the Board. He indicated there were no outstanding items needing to be discussed.

### ITEM 18: AUDIT & FINANCE RISK COMMMITTEE REPORT

At the invitation of the Chair, Mr. D'Souza provided a brief verbal update indicating that the Audit and Finance Risk Committee met on September 20, 2022 to review the financial health and the current interim finance leader presented the financial statements as at July 31<sup>st</sup>, 2022., the statement of operations, the statement of financial position, the cash flow projection, and the budget forecast. The projections informed the possibility of a cash short fall around December 2022, therefore the Corporation is seeking additional funds from the City.

## ITEM 19: TSHC FINANCIAL RESULTS THROUGH JULY 31<sup>ST</sup> 2022

At the invitation of the Chair, Mr. Truong reviewed report (BD: 2022-83) regarding the financial statements for TSHC as at July 31<sup>st</sup>, 2022. He also provided an update on financial activities matters. The Board discussed some concerns regarding the financial issues the Corporation is encountering and explored how they can be remedied.

# ITEM 20: 2022 PLANNING FOR SUCCESS: JUNE TO SEPTEMBER ACCOMPLISHMENTS AND PLANNING AHEAD

At the invitation of the Chair invited, Ms. Tate reviewed report (BD: 2022-84) and noted this information was provided to the Board to update the work completed in the guarter and the plans for the following guarter.

## Q3 Accomplishments and Q4 Planned Activities

MotionUPON MOTION, duly made by Mr. Law and seconded by Ms. Parriscarriedand unanimously carried, IT WAS RESOLVED THAT the report on<br/>Q3 Accomplishments and Q4 Planned Activities be received for<br/>information purposes.

### **ANY OTHER BUSINESS**

Ms. Parris tabled a brief discussion regarding the frequency of Board and committee meetings noting that she did not consider it appropriate to reduce amount meetings due to the number of issues subject to discussion. The Chair noted this concern could be further discussed at the next meeting.

#### ITEM 21: ADJOURNMENT

MotionUPON MOTION, duly made by Ms. MacNeil and seconded by Mr.carriedMeeks and unanimously carried, IT WAS RESOLVED THAT the<br/>public meeting terminate at 11:38 a.m. (EDT).

Fareed Amin, Chair

Monique Hutchins, Secretary

## TORONTO SENIOR HOUSING CORPORATION

**Action Items List** 

	<u>MEETING</u> ARISING FROM	DESCRIPTION	<u>RESP.</u>	<u>STATUS</u>
1.	June 30, 2021	June 30, 2021Chair to work with Transitional Lead and Chief Corporate Officer and City staff to amend as necessary and implement the preliminary workplan and re-submit for review by the Board		Completed
2.	June 30, 2021 Create initial understanding of Board Committee structure and Board policies		Maureen	Completed
3.	June 30, 2021	What are the current processes for tenant engagement? Board needs to understand before shaping.	Maureen	Completed
4.	June 30, 2021	TCHC have some elected tenants, so need list of current tenants elect and where there are missing positions.	Maureen	Completed
5.	June 30, 2021	Concern over not meeting until September 28, 2021 therefore meet to engage with senior tenants during summer?	Maureen	Completed
6.	August 11, 2021	Provide detailed budget and capital plan for 83 buildings moving to TSHC	MS	Completed
7.	September 28, 2021	N/A		
8.	October 27, 2021	Provide list of outstanding tenant issues sent to TCHC and raised by deputant Mr. Bill Lohman to Mr. Jim Meeks	MS	Completed
9.	November 23, 2021	Add page number references in the agenda	Monique	Completed
10.	November 23, 2021	Board reports to include perceived risks and proposed mitigation	MS	Completed
11.	November 23, 2021	Revise Joint Transitional Workgroup composition to include one tenant representative from each corporation	Maureen and MS	Completed
12.	November 23, 2021	Amend Principles in Report BD:2021-29 to include tenants input on areas of the joint transition workplan excluding confidential Board matters	Maureen	Completed
13.	November 23, 2021	Circulate Mr. Bill Lohman and Ms. Janet McLeod's written deputation to the Board	Rajni	Completed
14.	December 14, 2021	Inquire about the concerns surrounding access to recreational activities	Mr. Johnson	Completed
15.	December 14, 2021	Discuss the membership consistency issue with the seniors service team and senior housing unit within TCHC and report back with a presentation on various issues	Mr. Johnson	
16.	December 14, 2021	To replace the term "elected tenant leaders" with "building representatives" on the tenant input plan for transition	Ms. Howells	Completed

Toronto Senior Housing Corporation. – 2021 Action Items List

				1
17.	December 14, 2021	City Council be advised of the candidate profile and salary range for CEO	MS	Completed
18.	December 14, 2021	To begin preliminary negotiations with TCHC on the functional service delivery agreement that will outline the terms under which TSHC will purchase services from TCHC	MS	Completed
19.	December 14, 2021	To enter into preliminary negotiations with TCHC on the lease agreement for the operation of the 83 seniors-designated buildings	MS	Completed
20.	December 14, 2021	To sign the Memorandum of Understanding, entitled 'To Enable Transitional Operating Funding to Support Long-Term Sustainability' with the City of Toronto	Maureen & MS	Completed
21.	December 14, 2021	To ensure that the Senior Tenants Advisory Committee (STAC) has input into the creation of the agendas related to the tenant input plan	Mr. Johnson	Completed
22.	January 21, 2022	Update ELT Organizational Chart	MS	Completed
23.	January 21, 2022	Prepare a Preliminary Shared Services Model	MS	Completed
24.	January 21, 2022	Provide list of non-unionized employees	Ms. Ferreira	Completed
25.	January 21, 2022	Financial flow of funds from the City and tenants including amount of subsidies; capital repairs	Mr. Rees	Completed
26.	January 21, 2022	Transition team to bring full list of policies to February 2022 Board meeting	Mr. Law	Completed
27.	January 21, 2022	List of non-unionized positions	Ms. Ferreira	Completed
28.	February 23, 2022	Salary Scale and position summary list of new hires	Ms. Ferreira	
29.	February 23, 2022	Oversight by City of Toronto re: COI	Mr. Sherar	Completed
30.	March 31, 2022	List of job titles for all units contained in the MOA with CUPE Local 79	Ms. Ferreira	
31.	April 28, 2022	Inclusion of data regarding race, culture, sex, language in QTE KQPIs and in the ISM project reporting indicators,	Mr. Hunter	
32.	April 28, 2022	Inclusion of overall wellness and suicide prevention in staff trainings	Mr. Hunter	
33.	May 30, 2022	Transition Agreement: Outstanding Items	Mr. Hunter	Completed
34.	May 30, 2022	Service Delivery Agreement: Outstanding Items	Mr. Hunter	Completed
35.	May 30, 2022	Financial Arrangement: Outstanding Items	Mr. Hunter	Completed

36.		
37.		
38.		

## Toronto Seniors Housing Corporation Board of Directors Meetings- Operational Performance Dashboard

Item #15(a) DATE: November 29<sup>th</sup>, 2022

Report:	BD: 2022-xx
То:	Board of Directors
From:	Brad Priggen, Interim Director Operations
Date:	November 29 <sup>th</sup> , 2022

**PURPOSE:** For information

## **RECOMMENDATION:**

It is recommended that the Committee receive this report for information

## **REASONS FOR RECOMMENDATION:**

This report contains the TSHC Operational Performance Dashboard including Key Performance Indicators for items including Vacancies, Arrears, Maintenance Requests, Pest Management, Community Safety and Security Incidents and Administrative Service requests.

At the previous Committee meeting there was feedback to enhance the dashboard with further summary indicators (progress to targets for example) and we are also reviewing developing the dashboard into a broader balanced scorecard view representing additional services and functions in TSHC. This will be brought forward to a future Committee meeting.

Please see Attachment 1 for the Operational Performance Dashboard for September 2022.

Brad Priggen Interim Director Operations

List of attachments: Attachment 1: Operational Performance Dashboard

## Item # 15(a) Attachment # 1 – Operational Performance Dashboard

# Operational Performance Dashboard – September 2022

## Quality and Tenant Engagement Committee Meeting



## Summary – September 2022



6% 744 715 5% 600500400300 4% Vacancy Rate 3% 200 Number 6 2% 1% 0% May-22 Jun-22 Seniors South East

## Vacancy Rate and Number of Vacant Units



## Administrative Request Service Levels



## Work Order Service Levels



## Arrears

- Arrears overall increased to \$1,661,897.48 and decrease of \$28,341.43 from August
- The largest increase came from files that are at the Local Agreement stage of the ACP arrears collection process (an increase of \$52,091.11 or 9.6%)
- While the N4 Issued and Legal Filing stages experienced the largest decreases; \$66,521.70 (12%) and \$9,437.00 (10.5%) respectively

## # of Tenants at each stage of ACP





## Arrears Percentages



## Vacancy Rate

- In September 2022, the 'Other' and 'On Offer'  $\succ$ categories saw a similar decrease (40.0% and 44.6% respectively)
- > The 'Offer Accepted' category had a smaller decrease of 26.8% (from 179 units in August to 131 in September)

of Units

- > The largest increase in was seen in the 'Vacant and Ready' category, an 66.7% increase
- > While the 'Maintenance Required' category increased by 46.6% (from 103 in August to 151 in September)
- > The diverting trend since July in the Move Ins / Move Outs continued in September with the largest net Move Ins (= Move Ins – Move Outs) in 2022; 153 units (an increase of 146.8%)



$\mathbf{V}$	/acancy Rate	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	Actual %	5.18	4.99	4.62	4.23	3.58				
I	Projected %	-	4.99	4.69	4.39	4.09	3.79	3.09	2.79	4

# Maintenance Work Order

- In September staff and vendors processed 5,969 work order requests from tenants with 79.7% resolved within 5 business days
- TSHC Staff completed 90.2% (4,462) internal work orders
- The majority of these requests were related to plumbing and pest control

Number of Work Orders Started



Seniors South East Seniors North West Seniors North East Seniors South West



## > Top 5 Work Order Categories Completed in August 2022

Work Order Request Category	%
Plumbing	14.9%
Pest Control	13.8%
Alarm Monitoring	9.5%
Electrical	9.0%
Doors	8.9%

## Work Order Performance

## Pest Control

- For the month of September staff processed 2,313 requests for pest control service
- Of the treatments requested
  - 442 units received a single treatment
  - 126 units received two treatment's
  - 30 units received three or more treatment's
- TSHC staff have undertaken an audit of the common area and in suite pest control application at one building within each of the four regions and are aggregating the findings.
- TSHC has allocated seven existing FTE's to focus on pest control.
  - Two inspectors (licensed technicians) to work with staff to ensure the effective application of the TCHC pest control service as well as to apply best practices to larger infestations.
  - One supervisor to monitor the Pest Services received from TCHC, provide tenant and staff education sessions, collect and analyze treatment results to ensure effective use of resources.
  - Recognizing the ability of seniors to prepare their homes for treatment, four front line maintenance positions have been allocated to the pest control team to assist residents with preparation of their units to allow for effective treatment.
- Going forward reporting will include monthly trends



## 6

## Administrative Requests

- In May and June 2022 TCHC transitioned from a legacy system to HOMES for tracking and dispatching of work orders. This created a gap in reporting as May and June were a blend of both systems
- Staff processed 3,643 service requests from tenants
- The majority of these requests were in relation to the annual review process and supporting tenants with documentation

Top 5 Service	Categories	Completed	in September	· 2022
	0			

Service Request Category	%
Assistance with Annual Review	42.3%
Documentation Support	21.7%
Caller Requesting Info	8.8%
Tenant Requesting Referrals	2.5%
Concerning Behaviours	2.4%



# Community Safety Incidents

800



Anti Social Behaviours

Disputes

Other Calls for Service

- Arson
- Incidents Affecting Quality of Life
- Self Initiated Patrols

■ CSU Officer Initiated Arrests/Charges

Meetings

Serious Violent Incidents

# Glossary of Terms

Acronym	Definition	Acronym	Definition
ACP/Arrears Collection Process	The process by which staff collect outstanding payments from tenants	Vacant Ready	Units that are ready for new tenants to occupy
Unmanaged Arrears	Arrears that are outside of the arrears collection process	Maintenance Required	Units that require renovation prior to a new tenant being able to occupy
N4 issued	Arrears for which staff have issue an N4	On Offer	Units that have been offered to applicants including Rent café and Rapid Rehouse
Order	Arrears for which staff have received an order from the Landlord Tenant Board	Offer Accepted	Units that have been accepted by applicants and are in the process of signing a lease or have been leased for a future date
Mediated Agreement	Arrears for which the Landlord Tenant Board has imposed a repayment agreement upon TSHC and the tenant	Good Standing	An account that is up to date with payments (including any arrears payments)
Legal Filing	Arrears which TSHC has filed for enforcement at he Landlord Tenant Board	Community Safety	Calls responded to the TSHC Community safety unit
Repayment Agreement	Arrears for which staff or OCHE have negotiated a repayment of the outstanding balance	EasyTrac	The software system that TSHC use to log all Maintenance and administrative requests
Vacancy rate	The percentage of units that are vacant		
Maintenance Level	Work orders that are completed by staff or vendors. The service level for work orders is two business days		
Administrative Service level	Administrative requests that have been received by staff there is a service level of two business days for these requests to be completed		

Toronto Seniors Housing Corporation Board of Directors Meetings Interim Strategic Directions Item #15(c)

DATE: November 29, 2022

Report:	BD: 2022-xx
То:	Board of Directors
From:	Grant Coffey, Interim Director Strategy and Communications
Date:	November 29, 2022

## PURPOSE:

This report is for information.

### **RECOMMENDATION:**

This report provides an update on the process to develop Interim Strategic Directions for TSHC. It is recommended that the Board of Directors receive this report for information.

## **REASONS FOR RECOMMENDATION:**

At the September 12, 2022 and October 26, 2022 Quality and Tenant Engagement Committee and the September 29, 2022 TSHC Board meeting and further to additional discussions with the City of Toronto, there was consideration on options to develop a strategic plan for TSHC. Based on this, there was direction to develop an interim set of Strategic Directions for TSHC instead of a full strategic plan and planning process. The Interim Strategic Directions will use a scaled down approach and be based on aspects/inputs from the large amount of previous work and tenant engagement on different topics already undertaken including Health Commons, Engagement Model, ISM, Shareholder Direction, STAC, Listening Tour etc.

We are currently developing a structure for the Interim Strategic Directions that will include drafting a Vision, Mission, Mandate, Values and Strategic Objectives, Strategic Initiatives and Actions that ultimately will manifest into a roadmap for implementation over the next 12-18 months.

The intent is to work on the development of the Interim Strategic Directions with opportunities for consultation, however this will be limited as was discussed at Committee, Board and with the City. Plans for consultation include having sessions with TSHC Board, Senior Tenant Advisory Committee (STAC), the TSHC Executive Leadership team and a small set of external key partners/stakeholders including the City of Toronto.

This item is being introduced to STAC at their November 29, 2022 meeting and we are also planning a Board workshop/orientation session in early December to more fully discuss the development of the Interim Strategic Directions with the Board. The remaining consultations will be held in January. Subsequent to the consultations, our intent is to bring a draft forward to QTEC and then Board in Q1 2023.

## SIGNATURE:

Attachment 1: None

Grant Coffey, Interim Director Strategy and Communications Toronto Seniors Housing Corporation

Toronto Seniors Housing Corporation Board of Directors Meetings OCHE UPDATE- June 1<sup>st</sup> to October 1<sup>st</sup>, 2022 Item #15(d)

DATE: November 29<sup>th</sup>, 2022

Report:	BD: 2022-xx
То:	Board of Directors
From:	Interim Commissioner of Housing Equity
Date:	November 29 <sup>th</sup> , 2022

**PURPOSE**: To provide the QTE and the Board of Directors with the Office of the Commissioner of Housing Equity's ("OCHE") Update for the period of June 1, 2022 to October 1, 2022.

## **RECOMMENDATION:**

It is recommended that the Quality Tenant Engagement Committee review and receive this Report for information and forward it to the Board for information.

## **REASONS FOR RECOMMENDATION:**

This Report highlights the OCHE's case management, audit, and policy work through the period of June 1, 2022, to October 1, 2022 and focuses on the work metrics as outlined in the Board-approved 2022 OCHE Work Plan<sup>1</sup>.

This report is the first OCHE Report to be reviewed by the Toronto Seniors Housing Corporation ("TSHC") Board of Directors. This report covers the period of time beginning June 1, 2022 (the inception of the TSCH) and ending October 1, 2022. Data for this period has been compared to the first

<sup>&</sup>lt;sup>1</sup> https://oche.ca/oche-2022-work-plan
part of 2022 (January 1, to May 30, 2022) and to the last half of 2021 (July 1 to December 31, 2021). The OCHE ordinarily reports bi-annually and compares data to the previous 6-month period. The OCHE will do so going forward, unless otherwise directed by the Board.

#### Introduction:

This report contains a summary of the referrals received and the audit findings which were obtained through the audit of individual files. It also discusses the theme-based audit categories the OCHE uses to classify process errors. It should be noted that the OCHE found no significant errors in two of the four theme-based audit categories. The findings from the two categories where recommendations were made are discussed below.

On June 28, 2021, HoMES- the new data management system went live. This represented a change in the way data was captured and managed. In the period following this change, there was a marked decrease in the number of referrals to the OCHE.

At that time, the Commissioner reached out to senior management at the TSHC to suggest that any files in arrears of rent be forwarded to the OCHE for review and case management even if it was sooner than the Arrears Collection Process prescribed. This served to ensure the OCHE Early Resolution Officers ("EROs") were able to continue working with tenants, and it also allowed the OCHE to assist the TSHC to bring many files up to date. This is noteworthy as it explains the changes to the flow of referrals in the period between July 1 to December 31, 2021, and it explains the decrease in the number of referrals which followed.

As this large batch of referrals were processed and closed, the rate of referrals to the OCHE slowed to approximately 6-10 files per month.

### 1.1 REFERRALS BY REGION

The following chart shows the number of referrals to the OCHE by period. These numbers represent all referrals; however, some files were returned due to the following reasons: OCHE had previously recommended an L1

Application that was not filed at the LTB, Tenant in hospital, unit abandoned, Tenant transferred to LTC, Tenant passed away, the Senior Services Coordinator was actively working on the file; or the arrears were paid in full.

Region	July 1 – Dec 31, 2021	Jan 1 - May 30, 2022	June 1 – Oct 1, 2022
Seniors Housing Unit total	111	50	33
OU O (NW)	52	22	5
OU N (SE)	38	8	13
OU Q (SW)	16	11	11
OU P (NE)	5	9	4

### **1.2 ARREARS AT THE TIME OF REFERRAL**

The OCHE captures data related to the amount of arrears at the time of referral and the number of months the tenant has been in arrears of rent prior to the OCHE referral. The Arrears Collection Process was designed with an aim to identify tenants who are in arrears early, to attempt to resolve those arrears within the first and second month, and if unsuccessful, to refer to the file to the OCHE before the arrears grow significantly. The OCHE referral represents one last attempt to resolve the arrears, to make the recommendation that an *Application to evict a tenant for non-payment of rent and to collect rent the tenant owes* ("L1 Application") be made at the Landlord and Tenant Board.

The following chart presents the arrears at the time of referral to the OCHE and demonstrates the difference between the new and old ACP.

	July 1 – Dec 31 <sup>,</sup> 2021	Jan 1 -May 30, 2022	June 1– October 1 2022
	\$1,519.00	\$1,339	\$1,508.00*
Average Arrears at Time of First N4			*Old ACP: \$1,834
			*New ACP:\$1,247
	\$2,642.06	\$2,154	\$3,580.00*
Average Arrears at Time of Referral			*Old ACP: \$5506
			* New ACP:\$2039
Average Month Of	12 Months	12 Months	21 Months*
Referral to OCHE After Arrears			*Old ACP: 41
Started			*New ACP: 7
Accumulating			

\*\*\* Arrears which began to accumulate prior to June 28, 2021 fell under the old ACP for auditing purposes. Arrears which began to accumulate after this date fell under the new ACP for auditing purposes. 21 months represents the average of all files referred to OCHE during this time period. Under the Old ACP, the average month of arrears at the time of referral to OCHE is 41 months. But under the New ACP, the average month of arrears at the time of referral to OCHE is 7 months.

There were 13 files that fell under the old ACP and 15 that fell under the new ACP.

Some referrals came with a relatively low arrears balance owing, while 7 files had arrears over \$5,000.00, 2 files had arrears over \$9,000 and one file had arrears of  $$20,950.00^2$  in the current period.

The average month of referral to the OCHE is inflated during this period due to the following: 3 files were referred where the arrears had accumulated for over two years, 6 files had arrears which had accumulated for over three years and one file had arrears which had accumulated over ten years<sup>3</sup>.

# 2.0 RECOMMENDATIONS AS REPORTED THROUGH CASE-SPECIFIC AUDIT REPORTS

While working with individual tenants to avoid eviction and identify underlying issues, the OCHE conducts an audit to ensure compliance with the Arrears Collection Process, Eviction Prevention Policy and applicable legislation. At the conclusion of this work, the OCHE issues a report containing tenant-specific and procedural recommendations.

The following chart shows the number of reports issued and the number of recommendations made. These recommendations have been categorized into theme-based audit categories which were used to present the findings. An explanation of the theme-based audit categories is included below. It is important to note, that these categories have been described with respect to the associated risks; however, there were no significant findings in three of the four categories.

<sup>&</sup>lt;sup>2</sup> This Tenant's arrears began in 2018 and with the assistance of the Voluntary Trustee the rent and arrears repayment of \$200/mo are being paid.

<sup>&</sup>lt;sup>3</sup> This Tenant's arrears began in 2012. Between 2012 and 2015 the tenant entered two repayment agreements which were breached. Between 2015 and 2022 no action was taken on the file. When the OCHE received the file in May 2022 the arrears were \$9043.00. As of this date, the Tenant is keeping to a repayment agreement of \$125/mo.

	July 1 – Dec 31 2021	Jan 1 - May 30, 2022	June 1 – October 1, 2022
Number of recommendation reports	31	62	28
Number of Recommendations	75	137	61

The theme based audit categories are summarized in the chart below.

	THEME-	BASED SYSTEMIC AUDIT RECOMMENDATIONS
1.	Administrative Delays and Inefficient use of Resources	Administrative delays and inefficient use of resources create unnecessary costs to the organization, in particular: added time in which arrears are allowed to accumulate, reduced customer service levels, and inhibited workflows.
2.	Non- Compliance with Policies and Procedures	Failure to comply with internal policies and procedures, specifically those related to the Eviction Prevention Policy, Arrears Collection Process, Loss of Subsidy Process and applicable legislation ( <i>Residential Tenancies Act, 2006, Housing Services</i> <i>Act, 2011</i> ) presents a liability to the organization and inequitable service to tenants.
3.	UNRELIABLE INTERNAL INFORMATION	TSHC has guidelines for recording information using internal databases, such as HMS, EasyTrac, and HoMES. Not following these guidelines can lead to inaccurate and unreliable information, interrupted workflows, and reduced trust in TSHC staff.
4.	QUALITY OF SERVICE	Quality of service is vital for relationship building with tenants, fostering positive living environments, and ultimately keeping tenants housed.

### 2.1. Administrative Delays and Inefficient Use of Resources

This was the one area where issues were found related to administrative delays. Given the discussion earlier in this report related to the flow of files, it is not surprising to find errors in this category.

The chart below outlines the OCHE's recommendations related to administrative delays and inefficient use of resources:

Commissioner's Recommendations regarding Administrative Delays and Inefficient Use of Resources	July 1 – Dec 31, 2021	Jan 1 –May 30, 2022	June 1 – October 1, 2022
Serve the Notice to Terminate the Tenancy in accordance with Arrears Collection Process timelines	29%(9/31)	72% (45/62)	71% ( 20/28)
Refer to the OCHE according to the Arrears Collection Process timeline	45%(14/31)	44% (27/62)	36% ( 10/28)
Make direct contact with the tenant in the first month of arrears	45%(9/31)	48% (30/62)	28% ( 8/28)
Send the Notice to Terminate the Tenancy once /do not send multiple Notices to Terminate the Tenancy	16%(5/31)	13% (8/62)	21% ( 6/28)

In reviewing the findings under this category the most significant is related to the service of the N4. The ACP requires the N4 to be served in the first month of arrears and to be accompanied by a letter of explanation to the tenant that includes an invitation to discuss the missed rent payment with staff. The Commissioner made the recommendation to serve the N4 according to the ACP in 20/28 instances during this period.

### 2.2 Quality of Services

It is necessary to provide tenants with additional supports in order to sustain their tenancies, relying upon both internal and external supports can make the difference in terms of stabilizing tenancies.

This support may take the form of engaging external stakeholders such as caseworkers, family members, interpreters, income tax clinics, as well as internal supports such as Senior Services Coordinators. Failure to provide these supports affects vulnerable tenants disproportionately, given that they have less resilience than other tenants and likely would face greater challenges should they be evicted. The Commissioner found very few errors in this category for this reporting period. On seven occasions, the Commissioner recommended that the Tenants' caseworker or other support person be contacted should future issues arise with the tenancy.

Commissioner's Recommendations Regarding Quality of Service	July 1 <sup>st</sup> – Dec 31 <sup>st</sup> 2021	Jan-May 2022	June to October 2022
Reach out to tenants' caseworkers or families should they get into arrears of rent	32% 10/31	27% (17/62)	25% (7/28)
Provide flexible and customized supports and accommodations to tenants as required (i.e., interpreters)	1% 3 /31	3% (2/62)	>1% (1/28)

#### 3.0 Breached OCHE Brokered Local Repayment Agreements

When the ERO works with a tenant to negotiate a Local Repayment Agreement to address the arrears of rent, they first discuss financial literacy with the tenant and complete a budgeting tool. As an example, a tenant who is caught in a pay-day loan cycle may require assistance opening a new bank account in order to ensure their full pay cheque is secure prior to discussing arrears repayment. Despite the best effort to assist a tenant to become financially stable in advance of brokering a Repayment Agreement, some tenants will breach their agreement.

When a tenant breaches an OCHE brokered Repayment Agreement, it is expected that staff will reach out the tenant after the first missed payment, and then re-refer the file to the OCHE.

When the OCHE receives a Breach File, the Early Resolution Officers are tasked with determining whether exceptional circumstances existed warranting a new Repayment Agreement. These circumstances must be different from the set of circumstances at the time the original Repayment Agreement was brokered. If there are no exceptional circumstances, the OCHE will report back to TSHC that they may proceed to file an L1 Application at the LTB.

The following chart describes the breach referrals we have received in 2022.

Breach Files	July 1 <sup>st</sup> – Dec 31 <sup>st</sup> 2021	Jan-May 2022	June to October 2022
Total Breach Referrals	8	12	2
No Exceptional Circumstances	3	10	1
Breach Reports issued	5	2	1
Average month of referral to OCHE after breach	10.3 months	2.08 months	2.63 months
Average month of actual breach (first, second, third etc.)	4.46 months⁴	19 months	3 months

Based on the breach referrals we received, it is apparent that more breached repayment agreements are being caught early. This is positive as it prevents the accumulation of arrears and ensures files with tenants who are ineligible for a second OCHE brokered Repayment Agreement are referred to the LTB in a timely manner.

<sup>&</sup>lt;sup>4</sup> All breached were exceptional circumstances – lost GIS due to CERB

#### 4.0 OCHE CASE MANAGEMENT HIGHLIGHTS

The OCHE captures data related to the EROs' success rate. The engagement rate is determined based on the number of tenants who elect to work with the ERO. The chart below demonstrates the number of tenants willing to work with the EROs and the number of those tenants who were able to avoid a referral to the LTB as a result of that work.

	July 1 – Dec 31 2021	Jan 1- May 30, 2022	June 1, Oct 1, 2022
Engagement Rate	87%(27/31)	87% (54/62)	86% ( 24/28)
Avoided the need for eviction	93%(25/27)	87% (47/54)	88% ( 21/24)

### 4.1 ARREARS MANAGED

In the current period, the OCHE recovered \$81,143.00 mainly by managing arrears through Repayment Agreements. Fewer senior tenants receive income from Ontario Works, or the Ontario Disability Support Program; however, if they do, they are entitled to funds to assist with arrears through the Housing Stabilization Fund.

	July 1 – Dec 31, 2021	Jan 1, – May 30, 2022	June 1– Oct 1, 2022
Ontario	\$1,427.00	\$0.00	\$159.00
Works/Ontario			
Disability Support			
Program's Housing			
Stabilization Fund			
OCHE Brokered	\$43,488.00	\$88,163.68	\$81,143.00
Repayment			
Agreements			

#### 5.0 Next Steps

Going forward, the OCHE will be making changes to our Recommendations Report Template to better serve staff and tenants. This will include a chart-form audit section, a discussion of the intervention made by the ERO, followed by recommendations that can be applied to all tenants in a similar sets of circumstances.

We are also looking to understand how long people are usually successful in maintaining a Repayment Agreement and we are interested in finding out from tenants if more support is required with managing rent payments and budgeting. Given the Senior Services Coordinators will be brokering Repayment Agreements in advance of an OCHE referral, we can gather this information at the time of referral to the OCHE.

### **Conclusion:**

This report provided an analysis of the referrals received from TSHC since June 1, 2022 and included a discussion related to the case management of files. It also included an explanation of what happens when a tenant breaches an OCHE brokered Repayment Agreement. It described the theme-based audit categories that are used to classify the errors the OCHE might find with respect the ACP and other applicable legislation.

Going forward, the OCHE will continue to use these theme-based audit categories when reporting to the Board.

#### **IMPLICATIONS AND RISKS:**

The OCHE provides the Board with oversight of TSHC's operations related to evictions due to arrears of rent and ensures that tenants avoid eviction where possible. The OCHE reports regularly on its activities and TSHC's performance in the areas within OCHE's jurisdiction. This regular reporting by the OCHE ensures the Board is aware of the OCHE's activities taken on its behalf and that they continue to align with the goals of the Board and TSHC.

#### SIGNATURE:

"Summer Nudel"

Summer Nudel Interim Commissioner of Housing Equity

#### **STAFF CONTACT:**

Summer Nudel, Interim Commissioner of Housing Equity 416-624-8930 <a href="mailto:summer.nudel@oche.ca">summer.nudel@oche.ca</a>

#### Toronto Seniors Housing Corporation Board of Directors Meetings- Communications Update

Item #16(a) DATE: November 29<sup>th</sup>, 2022

Report:	BD: 2022-xx
То:	Board of Directors
From:	Grant Coffey, Interim Director Strategy and Communications
Date:	November 29 <sup>th</sup> , 2022

**PURPOSE:** For Information

#### **RECOMMENDATION:**

It is recommended that the Board of Directors receive this report for information

#### **REASONS FOR RECOMMENDATION:**

The materials contained in the following update give the board an overview of work accomplished in the past two months to support communications and a preview into upcoming activities.

#### **Communications Activities:**

#### Tenants

A community letter is being published bi-monthly along with a video message from Toronto Seniors Housing CEO, Tom Hunter, which provides corporate updates to tenants. Two letters have been published to date with the next letter planned for early December. The letters and videos are available on our <u>website</u> and will be posted on bulletin boards in TSHC buildings along with a poster with a QR code to view all editions online.

The first edition of Seniors Speak since launching the new corporation was published in November 2022 with a focus on tenant stories, questions and resources. The next issue is planned for February 2023.

Posters and template documents continue to be updated with senior-friendly language and translation into 13 languages where feasible. Posters are also available on the website in a format that allows for translation directly on the website and is suitable for accessibility and translation tools.

Bulletin board procedures are being revised to have content, and locations of different types of content, be clearer for tenants, as well as better supporting the availability of translated information.

Building staff have been consulted on the accuracy of current language data and staff are working to collect more accurate language information from tenants during the annual rent review process. These updates are being used to inform proactive translation and interpretation supports. Translation and interpretation services continue to be available upon request as well.

Work is underway to source a tool for email subscriptions that can be used with tenants that also complies with anti-spam legislation. This will allow tenants to request information that is of interest, and will potentially support those with visual or other challenges who may be unable to read critical information posted or delivered to their door, such as water outages.

Improvements to the website are ongoing, including simplified navigation to board materials.

A vendor has been hired to ensure all documents on our website meet or exceed Accessibility for Ontarians with Disabilities Act (AODA) standards and to ensure staff are adequately trained to continue this work successfully moving forward. AODA document training was also provided to current staff who are responsible for creating public-facing documents and communications. The training was recorded and is available to all staff and will become part of staff onboarding.

TSHC Communications is working with the Responsible Personal Accessibility in Toronto Housing (R-PATH) Committee to publish a tenant guide to accessibility requests along with several supporting tools. This will be translated into 13 languages and distributed for tenants in early 2023. R-PATH is also collaborating with TSHC Communications to put accessibility content in Seniors Speak as well as on our website and social media platforms.

#### Staff

An all-staff virtual Town Hall was held October 11, with over 100 staff attending. A staff appreciation event is planned for early December.

Staff bulletins are being published regularly with 19 issues published between June 28 and November 15. Topics include important updates and resources, staff profiles, as well as staff accolades and successful programs and activities with tenants and partners. The next issue will be published November 29. Issues are emailed to all staff and published on the TSHC intranet page for staff to access anytime. Moving forward, issues will also be shared with Board members.

The communication team has also been supporting the inaugural TSHC United Way campaign that launched at the beginning of November and ends Nov 25.

#### **Listening Tours**

As of November 15, the Tenant Listening Tour has been held at 37 buildings with approximately 1,000 tenants attending and 15 additional sessions planned by year end. There are 22 interpreters planned to have supported the Listening Tours by year-end, with three sessions dedicated to one specific language due to the substantial population within the building. All TSHC buildings are expected to be completed by approximately April, 2023. Tenant feedback continues to reflect the Quality Improvement Project priority topics of pest management, safety and security, and staff and tenant relations.

The CEO has also started Staff Listening tours; 56 staff attended three regional staff events with a fourth planned before the end of the year. Four additional staff events, one per region, are planned for early 2023.

#### **External Partners**

TSHC Communications as well as building staff supported having voting locations at 43 TSHC buildings for the recent municipal election. Congratulatory messages

were sent to all 22 elected Councillors who have TSHC buildings within their Ward along with a map of those buildings and information on how to connect with TSHC.

Tom Hunter, along with a staff member and a tenant, are expected to be part of a documentary called *Save Our Seniors* being created by Buddy Services Centre for Seniors to bring awareness to the public of our aging population in Canada and services and supports available to seniors. Buddy Services Centre for Seniors is a partner community organization that works with our seniors.

#### **Moving Forward**

Communications is expected to be a substantial topic of interest in the Staff and Tenant Relations Quality Improvement Project and ideas from this working group and from other sources, such as the Listening Tour, will continue to inform improvements.

Grant Coffey

Interim Director Strategy and Communications

#### List of Attachments: None

#### Toronto Seniors Housing Corporation (TSHC) Board Meeting

**Topic:** Information Update – People and Culture Learning & Development Plan Item # 17(b) DATE November 29<sup>th</sup>, 2022

Report:	BD: 2022-XX
То:	TSHC Board Members
From:	People & Culture
Date:	November 29 <sup>th</sup> , 2022

#### PURPOSE: FOR INFORMATION

**RECOMMENDATION:** It is recommended that the Committee receive the attached report of the proposed People and Culture Learning and Development Plan for for the period Q4 2022 and 2023.

#### **REASON FOR RECOMMENDATION:**

To provide an update on the proposed learning and development activities for the balance of 2022 and 2023. Learning and development will be a key enabler of change. A plan will determine priorities and timelines and result in a relevant curriculum for all TSHC staff and ensure that learning opportunities are delivered effectively.

### **ATTACHMENTS:**

1. Learning and Development Plan

# Item # 17(b) Attachment # 1 – Learning & Development Plan

# Learning and Development Plan People and Culture

Report to the Board of Directors November 29, 2022



CONFIDENTIAL – NOT FOR DISTRIBUTION

# Purpose

The purpose of this presentation is to provide the Board with an overview of:

- 1. Learning priorities for Operations 2022
- 2. Learning priorities for all staff 2022
- 3. Specialized Accessibility for Ontarians with Disabilities Act (AODA) training 2022
- 4. Learning priorities for Operations 2023
- 5. Learning priorities for all staff 2023
- 6. Supervisor and manager training
- 7. Next steps

# Learning Priorities for Operations 2022

In September, People and Culture (P&C) met with the Operations management team and reviewed the learning goals for the final quarter of this year and for 2023, resulting in a focus on key essential and priority learning:

1. Non-Violent Crisis Intervention training – this has been rolled out to front line staff across the4 regions. The goal is to have 50-60 staff trained by the end of this year, with the remaining staff scheduled for 2023. We are working with TCHC staff who are certified trainers from the Crisis Prevention Institute.

#### **Program Objectives**

- Learn how to respond to various levels of crisis behaviors.
- Understand how to keep your behavior consistent and calm in order to encourage a positive outcome in a crisis situation.
- Learn strategies to strengthen nonverbal communication.
- Develop limit-setting strategies when verbally intervening to de-escalate defensive behaviors.
- Learn safety intervention strategies to maximize safety and minimize harm.

- Explore the Physical Skills Review Framework and key legal and professional considerations when using restrictive interventions.
- Explore the *Decision-Making Matrix*<sup>SM</sup> when assessing risk behavior.
- Practice non-restrictive and restrictive interventions that are consistent with a set of physiological principles.
- Explore a framework to help guide staff and individuals in distress through a process of re-establishing the relationship.

# Learning Priorities for Operations 2022

Continued

- Accessibility for Ontarians with Disability Act (AODA) training for Seniors Services Coordinators, Superintendents, and leaders across the organization. Completion set for November 9<sup>th.</sup>
  - This training was provided by Cathy Birch, R-Path Committee Chair, as part of an introductory discussion with front line staff on the legislated requirements around AODA. Cathy has received her Train the Trainer certification from Access Ontario.
  - Included in this training is the definition of a disability, categories of disabilities, types of barriers and various types of disabilities.(physical, cognitive) Cathy also includes various AODA standards that we need to meet.
- 3. 2SLGBTQIA+ training has been rolled out to Seniors Services Coordinators in two regions, with two more to receive the Tool Kit presentation that was developed by the City of Toronto. This training will be expanded upon in 2023 to include other front-line staff, including supervisors and managers, as well as CUPE 416 staff, as part of an over EDI learning and development program.
- 4. (Essential learning on next slide).

4

# Learning priorities for all staff 2022

As part of the discussion around the training required for the operations team it was noted that there is a need for review of some essential learning for all staff. As a result, sessions on the following key topics will be offered this quarter:

- 1. Code of Conduct policy will be updated and rolled out through the Talent Connect learning system. Module will include a short quiz. This is a new approach, and we are working with TCHC on getting this set up and pushed out by the end of the year. Completion scheduled for the end of the year.
- 2. Dress Code policy will also be updated and rolled out through Talent Connect system, along with a short quiz. Completion scheduled for the end of the year.
  - This approach will ensure staff have read and understand their responsibilities as outlined in the policy and that they have a clear understanding of expectations, so we are setting them up for success. It will also help establish the tone and culture of TSHC as a distinct and new organization.

# Learning priorities for all staff 2022

Supporting the development of an equitable, diverse and inclusive culture:

3. CABR Anti-Black racism training will be initiated this year and be completed in 2023 for all staff. A pilot group is being established to review the training that has been created for TCHC. With input from the pilot group, we will ensure the content meets the needs of seniors and is in a tone that is representative of the culture we want at TSHC. This will form part of the overall EDI learning and development that will help shape culture of Toronto Seniors.

"The training is an introduction to confronting anti-black racism and allows staff to ask questions and reflect on the work that they do and who they serve in TCHC communities. Staff will learn about the forms of anti-Black racism, the historical context that connects to policies and operational norms, and how history relates to the work done at TSHC. Staff will also learn about concepts related to identity and power within social contexts and be able to connect these ideas to their working relationships with peers and tenants. In addition, staff will have an opportunity to discuss best practices in approaching their field of work as a catalyst to embed the TSHC culture model."

# Specialized AODA training for 2022

As part of the efforts to ensure TSHC is compliant with the legislative requirements set forth in the Accessibility for Ontarians with Disabilities Act (AODA), a third-party provider has been secured to conduct training specific to print and digital media.

AODA training for print and digital media was held on November 3<sup>rd</sup> for a group of staff whose role consists of developing & creating communications, signs & posters, and policies & procedures.

The goals of the training is to equip staff with the knowledge and tools to be compliant with the legislative requirements of AODA and the Integrated Accessibility Standards Regulation (IASR) specific to print and digital media.

# Learning Priorities for Operations 2023

- Collaborated with the Operations management team to identify learning priorities. A key focus for 2023, is a need to establish some foundational training. Taking everyone back to the "Roots of Housing", ensuring everyone knows and understands our business, our mandate, and the legislative framework in which we operate, to ensure compliance.
- Target audience will front line staff while ensuring that all TSHC staff have a good understanding of our mandate and operating environment.
- Identified gaps to be addressed include:
  - An understanding of the legislation and the requirements, history of public housing, our mandate, policy requirements, housing best practices, senior-centric service delivery, RGI administration, human rights requirements of a landlord, accommodation requirements etc.
  - Job specific training for new hires (e.g., Guidelines for Seniors Services Coordinators when tenants pass, access to units in an emergency, ensuring our policies align with the Housing Act etc.)
  - Orientation for staff on promotional acting or permanent assignments
  - Skills development training to prepare staff to take on progressively responsible roles (e.g. training delivered by licensed tradespeople etc.)

# Learning Priorities for Operations 2023

Additional areas of learning for operations include:

- Computer skills/Business writing and communications— front line staff have different levels of knowledge and understanding when it comes to computers. We need to ensure all front-line operations staff have a basic understanding of how our technology works, and expectations of them. Things such as out of office, email etiquette, professionalism, use of CAPS, grammar, language etc.
- Second language needs/translation services
- Recognizing elder abuse
- Understanding Dementia
- Understanding Mental Health
- Suicide Awareness
- Enhanced training using Homes financial system, including Concierge module.

# Learning Priorities for all staff 2023

- Senior-centric customer service this will be a foundational course that will help to define the culture at TSHC
- Conflict resolution/difficult conversations for leaders
- Equity, diversity and inclusion focus on building and operationalizing an EDI strategy This will be a collaborative TSHC effort to address discrimination and racism; advance equitable access to opportunity; and respect for diversity in all its forms race, culture, beliefs, or needs.

Achievement of these objectives will be a primary focus of the P&C team, and led by our Learning and Organizational Development Specialist, when hired

# Supervisor and Manager Training 2023-2024<sup>™</sup>

Planning for supervisor and manager training program to include the following:

- 1. Managing staff in a unionized environment
- 2. Labour relations & performance management
- 3. Health & Safety Supervisory Training
- 4. Change management
- 5. Training on required technology and various job aids e.g.
  - HR System/Financial System
  - Quatro Safety System
  - Workplace Violence and Harassment Prevention and Crisis Resource manual
  - Traumatic Incident Response Procedure
  - EFAP Guide for Managers and Leaders

# Next Steps

- Continue to collaborate with TCHC Learning and Organizational Development team on existing programs and the learning technology playform
- Recruit and transition responsibility to TSHC Learning and Organizational Development Specialist
- Continue to support Operations and corporate areas to identify new and emerging learning requirements

Learning and Development will be a key enabler of change and establishment of a desired culture at TSHC.

Toronto Seniors Housing Corporation Board Meeting TSHC – 2023 Board and Committee Meeting Schedule Item #17(c) DATE: November 29<sup>th</sup>, 2022

Report:	BRD: 2022-XX
То:	TSHC Board Members
<b>From</b> :	Tom Hunter
Date:	November 29th, 2022

#### PURPOSE:

The purpose of this report is for the board to approve the 2023 Board and Committee meeting schedule for TSHC and its members.

#### **RECOMMENATION:**

Be it resolved that the Board of Directors approve the 2023 Board and Committee meeting dates contained in Attachment 1.

#### **REASON FOR RECOMMENDATION:**

TSHC proposes to hold committee meetings every second month of the year, with Board meetings to follow in the subsequent month.

TSHC has considered the dates of any Committee and Board meeting to ensure cultural or religious days can be observed.

Committee and Board meeting dates been have aligned with the City of Toronto's striking committee; to ensure availability amongst all Board members and staff.

Tom Hunter Chief Executive Officer

#### List of Attachments

2023 Board and Committee Meetings (attachment 1)

# Item # 17(c) Attachment # 1 – Proposed Committee Meetings

# JANUARY COMMITTEE MEETING

Meeting	Date	Contributions Required by:	Agenda Review w/ Chair	Deadline for AODA	Deadline to Post
QTEC	December 19 <sup>th</sup> , 2022	November 28 <sup>th</sup> , 2022	December 5 <sup>th</sup> , 2022	December 7 <sup>th</sup> , 2022	December 12 <sup>th</sup> , 2022
CGHRC	January 17 <sup>th</sup> , 2023	December 22 <sup>nd</sup> , 2023	December 29 <sup>th</sup> , 2022	January 5 <sup>th</sup> , 2023	January 10 <sup>th</sup> , 2023
AFRC	January 26 <sup>th</sup> , 2023	January 9 <sup>th</sup> , 2023	January 12 <sup>th</sup> , 2023	January 16 <sup>th</sup> , 2023	January 19 <sup>th</sup> , 2023

# FEBRUARY BOARD MEETING

Meeting	Date	Contributions deadline:	Tom Review	Content Review w/ Chair	Deadline to Monique	Deadline for AODA	
BOARD	Feb 23 <sup>rd</sup> , 2023	Jan 30 <sup>th</sup> , 2023	Feb 1 <sup>st</sup> , 2023	Feb 3 <sup>rd</sup> , 2023	Feb 6 <sup>th</sup> , 2023	Feb 13 <sup>th</sup> , 2023	February 16 <sup>th</sup> , 2023

City Council	Feb 7 <sup>th</sup> – 9 <sup>th</sup>		
	* Special City Council on Feb 14 <sup>th</sup> – Budget*		

### MARCH COMMITTEE MEETING

Meeting	Date	Contributions Required by:	Agenda Review w/ Chair	Deadline for AODA	Deadline to Post
QTEC	March 9 <sup>th</sup> , 2023	Feb 15 <sup>th</sup> , 2023	Feb 22 <sup>nd</sup> , 2023	Feb 24 <sup>th</sup> , 2023	March 2 <sup>nd</sup> , 2023
CGHRC	March 15 <sup>th</sup> , 2023	Feb 21 <sup>st</sup> , 2023	Feb 28 <sup>th</sup> , 2023	March 1 <sup>st</sup> , 2023	March 8 <sup>th</sup> , 2023
AFRC	March 22nd, 2023	March 3 <sup>rd</sup> , 2023	March 9 <sup>th</sup> , 2023	March 10 <sup>th</sup> , 2023	March 15 <sup>th</sup> , 2023

City Council	Mar 29 <sup>th</sup> – 31 <sup>st</sup>

### APRIL BOARD MEETING

Meeting	Date	Contributions deadline:	Tom Review	Content Review w/ Chair	Deadline to Monique	Deadline for AODA	
BOARD	April 27 <sup>th</sup> , 2023	March 23rd, 2023	March 30 <sup>th</sup> , 2023	April 4 <sup>th</sup> , 2023	April 5 <sup>th</sup> , 2023	April 17 <sup>th</sup> , 2023	April 20 <sup>th</sup> , 2023
# MAY COMMITTEE MEETING

Meeting	Date	Contributions Required by:	Agenda Review w/ Chair	Deadline for AODA	Deadline to Post
QTEC	May 9 <sup>th</sup> , 2023	April 19 <sup>th</sup> , 2023	April 25 <sup>th</sup> , 2023	April 28 <sup>th</sup> , 2023	May 2 <sup>nd</sup> , 2023
CGHRC	May 16 <sup>th</sup> , 2023	April 25 <sup>th</sup> , 2023	May 2 <sup>nd</sup> , 2023	May 4 <sup>th</sup> , 2023	May 9 <sup>th</sup> , 2023
AFRC	May 25 <sup>th</sup> , 2023	May 5 <sup>th</sup> , 2023	May 11 <sup>th</sup> , 2023	May 12 <sup>th</sup> , 2023	May 17 <sup>th</sup> , 2023

	City Council	
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# JUNE BOARD MEETING

Meeting	Date	Contributions deadline:	_	Content Review w/ Chair		Deadline for AODA	Deadline to Post
BOARD	June 29 <sup>th</sup> , 2023	June 1 <sup>st</sup> , 2023	June 7 <sup>th</sup> , 2023	June 9 <sup>th</sup> , 2023	June 12 <sup>th</sup> , 2023	June 19 <sup>th</sup> , 2023	June 22 <sup>nd</sup> , 2023

City Council	Jun 14 <sup>th</sup> – 16th

# SEPTEMBER COMMITTEE MEETING

Meeting	Date	Contributions Required by:	Agenda Review w/ Chair	Deadline for AODA	Deadline to Post
QTEC	September 14 <sup>th</sup> , 2023	August 22 <sup>nd</sup> , 2023	August 29 <sup>th</sup> , 2023	August 31 <sup>st</sup> , 2023	September 7 <sup>th</sup> , 2023
CGHRC	September 20 <sup>th</sup> , 2023	August 30 <sup>th</sup> , 2023	September 6 <sup>th</sup> , 2023	September 8 <sup>th</sup> , 2023	September 13 <sup>th</sup> , 2023
AFRC	September 28 <sup>th</sup> , 2023	September 7 <sup>th</sup> , 2023	September 14 <sup>th</sup> , 2023	September 18 <sup>th</sup> , 2023	September 21 <sup>st</sup> , 2023

City Council

Sept 6 (urgent heritage matters)

# **OCTOBER BOARD MEETING**

Meeting	Date	Contributions deadline:		Content Review w/ Chair		Deadline for AODA	
BOARD	October	October 3rd,	October 5 <sup>th</sup> ,	October 6 <sup>th</sup> ,	October	October	October
	26 <sup>th</sup> , 2023	2023	2023	2023	10 <sup>th</sup> , 2023	13 <sup>th</sup> , 2023	19 <sup>th</sup> , 2023

City Council	October 11 <sup>th</sup> – 13th

# **NOVEMBER COMMITTEE MEETING**

Meeting	Date	Contributions Required by:	Agenda Review w/ Chair	Deadline for AODA	Deadline to Post
QTEC	November 1 <sup>st</sup> , 2023	October 18 <sup>th</sup> , 2023	October 20 <sup>th</sup> , 2023	October 23 <sup>rd</sup> , 2023	October 25 <sup>th</sup> , 2023
CGHRC	November 7 <sup>th</sup> , 2023	October 20 <sup>th</sup> , 2023	October 24 <sup>th</sup> , 2023	October 26 <sup>th</sup> , 2023	October 31 <sup>st</sup> , 2023
AFRC	November 28 <sup>th</sup> , 2023	November 9 <sup>th</sup> , 2023	November 14 <sup>th</sup> , 2023	November 16 <sup>th</sup> , 2023	November 21 <sup>st</sup> , 2023

City Council

Nov 8<sup>th</sup> – 10th

# **DECEMBER BOARD MEETING**

Meeting	Date	Contributions deadline:	-	Content Review w/ Chair	Deadline to Monique	Deadline for AODA	Deadline to Post
BOARD	Dec 8 <sup>th</sup> , 2023	Nov 1 <sup>st</sup> , 2023	Nov 8 <sup>th</sup> , 2023	Nov 10 <sup>th</sup> , 2023	Nov 13 <sup>th</sup> , 2023	Nov 20 <sup>th</sup> , 2023	December 1 <sup>st</sup> , 2023

City Council	Dec 13 <sup>th</sup> – 15 <sup>th</sup>
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**Toronto Seniors Housing Corporation Board Meeting TSHC – September YTD Financial Result** Item #19(a)

DATE: November 29<sup>th</sup>, 2022

Report:	BRD: 2022-XX
То:	TSHC Board Members
From:	Vince Truong
Date:	November 29 <sup>th</sup> , 2022

# INFORMATIONAL UPDATE

# **PURPOSE:**

The purpose of this report is to provide an update on TSHC current financial position through September 30, 2022.

# Financial Results through September 30, 2022

Statement of Operations (Attachment 1)

Through September 30, 2022, TSHC incurred operating expenses of \$15,309,089. Revenue amounted to \$15,309,089, composed of \$3,493,801 from the City of Toronto (City), \$11,730,662 from TCHC for TSHC's rental units (revenue less expense estimate per the Transition Agreement), and \$80,626 interest income earned on bank balances. Expenses incurred were for staff compensation and benefits, TSHC lead consultants and other third-party vendors and insurance, transportation and communication, Computer services, other miscellaneous costs and shared services paid to TCHC (per Service Delivery Agreement).

The City of Toronto revenue grant recognized at \$3,493,801 from a budget of \$5,097,576 with a positive variance year to date of \$1,603,775. The positive variance is a result of lower than expected legal and professional services due to the delay in the Lease Agreement, lower payroll and benefits cost due to a hold on hiring of the approved Corporate positions, along with reduction in software licenses, travel, conference and other non payroll related expenses.

Salaries and wages, including benefits were higher by 273K versus budget mainly due to ISM Phase 3, and overtime related to COVID cleaning.

Professional Services and Insurance were lower by 659K versus budget, mainly due to legal, consulting services, and timing of expenditure.

Revenue recognition for Corporate and Operations expenses are recognized when expenditures have incurred. The unrecognized revenue is on the Balance Sheet Account (Attachment 2) under Deferred City Grant (Corporate Expense) and Deferred Revenue from TCHC (Operations).

Statement of Financial Positions (Attachment 2) shows:

- 1. Cash \$7,049,824
- 2. HST Recoverable \$98,517
- 3. Accounts Receivable \$25,051 September bank interest
- 4. Prepaid Expenses \$95,839 Insurance
- 5. Accounts payable \$2,290,378
- 6. Deferred City grant funding \$4,335,079
- 7. Deferred Revenue from TCHC \$645,338

The cash balance represents the bank balance as of September 30, 2022.

HST Recoverable is the amount to be received from the CRA for HST paid in August and September for services.

The Accounts Payable balance comprises of September activity that has been processed through the bank in October. The balance includes:

- Payroll \$596,512
- Pension and Benefits \$702,586
- HST Payable \$439,948
- Interim Staff, and Seconded Employees \$457,858

# **List of Attachments**

**ATTACHMENT 1**: Statement of Operations – September 30, 2022 **ATTACHMENT 2**: Statement of Financial Position – September 30, 2022

Vince Truong Interim Finance Lead Item # 19(a) Attachment # 1 – Statement of Operations Toronto Seniors Housing Corporation Financial Statements - Statement of Operations

STATEMENT OF OPERATIONS	Actual - Jan. 1 to	Budget - Jan. 1 to
STATEMENT OF OPERATIONS	Sept 30, 2022	Sept 30, 2022
Revenue		
City of Toronto Grant	3,493,801	5,097,576
Revenue from TCHC	11,730,662	12,242,284
Interest income	80,626	5,415
Total Revenue	15,305,089	17,345,275
Expenses		
Salaries and Wages, including Benefits	9,439,717	9,160,264
Transportation and Communication	119,399	247,261
Professional Services and Insurance	2,342,505	3,001,948
Computer Software & Services	122,985	196,583
Other Miscellaneous Costs	123,353	808,869
SDA - Shared Services with TCHC	3,157,131	3,114,856
Total Expenses	15,305,089	16,529,781
Excess of Revenue over Expenses	0	815,494

Item # 19(a) Attachment # 2 – Statement of Financial Position

STATEMENT OF FINANCIAL POSITION Assets	Actual Results Sept 30, 2022
Cash Petty Cash HST recoverable Accounts Receivable Prepaid Expenses Total Assets	7,049,824 1,564 98,517 25,051 95,839 7,270,796
Liabilities & Net Assets	
Accounts payable and accrued liabilities	2,290,378
Deferred Grant Funding - City	4,335,079
Deferred Revenue - TCHC	645,338
Net assets - unrestricted	-
Total Liabilities & Net Assets	7,270,796

Toronto Seniors Housing Corporation Board Meeting TSHC – Financial Update Item #19(b) DATE: November 29th, 2022

Report:	BRD: 2022-XX
То:	TSHC Board Members
From:	Vince Truong
Date:	November 29 <sup>th</sup> , 2022

# INFORMATIONAL UPDATE

# PURPOSE:

The purpose of this report is to provide an update on financial matters.

# 2022 Forecast (Attachment 1)

TSHC is projected to finish the year with a surplus of \$1.267M of which \$1.069M is generated from TCHC (the amount is subject to reconciliation with TCHC), which has to be repaid as per the Transition Agreement. The balance of the surplus (198K) relates to the interest income earned from the City cash advance, and a small operating surplus.

Underspending of the City of Toronto Grant and is due primarily to the timing of the recruitment of the approved positions, not moving forward with a lease agreement at this time, and the interest earned on the bank account.

Revenue of \$27.3 of which \$5.5M came from the City of Toronto. The remainder \$21.6M came from TCHC/TSHC's portfolios calculation based on the estimated budget revenue less operating expenses related to the properties such as utilities, mortgages, property taxes etc.

Total expenses of \$26.1M, consisting of salaries and benefits, professional services and corporate costs, supplies, and shared services with TCHC. Included in the salaries of \$16.9M, \$15.0M is for operations, and \$1.9M is for full time corporate staff.

Total services for the year is \$3.6M, of which \$2.2M is for interim staff and consultants, \$430K for legal and audit services, \$370K for insurance, \$198K for communications and related expenditure. The remaining costs make up the balance including hiring costs, training and development, union arbitration, admin and misc. fees including conference, travel, office supplies, and other related services.

# 2022 Cashflow Projection (Attachment 2)

Based on the projected forecast, TSHC will have sufficient cash and working capital (working capital is defined as 2 pays) through December. Cash flow support or confirmation of a letter of guarantee is projected to be required by December 15. The major impact on cash is the estimated return of the \$1.069M surplus from TCHC. The cash position will worsen by an additional \$2.160M, if TSHC projected underspending needs to be returned to the City.

It is therefore important for City Council to consider TSHC's request for a letter of guarantee prior to December 15<sup>th</sup>.

TSHC will formally request any excess funds from the City of Toronto grant to support working capital, along with an infusion of cash in December to maintain operations.

# Letter of Guarantee – City of Toronto

The City of Toronto has identified its initial requirements for TSHC to obtain a letter of guarantee. Most of those requirements have been met, with the updated cash being outstanding.

The attached cash flow report will shortly be sent to the City for their review. It indicates that TSHC will require confirmation of a \$2.5M letter of guarantee in early winter, under the following assumptions:

- 1. A minimum \$2.3M working capital requirements (representing 2 payrolls).
- 2. A repayment of \$1.069M to TCHC based on the 2022 budget and the associated commitments in the Transition Agreement.
- 3. Retention of the projected underspending of City of Toronto funding, amounting to approximately \$2.160M.
- 4. Limited expenditures on COVID-19

## **Q3 TCHC Reconciliation**

TCHC has provided the Q3 and 4 months (June to Sept) of data to TSHC as part of the quarterly reconciliation requirement as outlined in the Transition Agreement. The reconciliation is showing a combined surplus of 2.074M for the 4 months versus budget, for both the Transition and Service Delivery Agreements.

TSHC has requested a forecast from TCHC for the remaining 3 months to provide a more accurate year end projection, and has taken additional steps to reconcile the remaining items with TCHC.

# <u>HST</u>

TSHC has applied to the Canada Revenue Agency to become a 'determined municipality' thereby allowing it to be eligible for the municipal HST rebate. As the application process can be lengthy (up to 6 months) and to be conservative in the recognition of an HST rebate receivable prior to the application's approval, a 100% provision against the calculated rebate has been made. To the end May 2022, the provision amounts to \$198,869.

McInnes Cooper, TSHC's HST Consultant, has confirmed the appointment of a CRA Representative to the account. CRA has confirmed all documentation has been received and are currently under review.

CRA has further requested 3 additional information pieces from TSHC. The information requires the City to provide additional support and clarify in 3 areas to the CRA:

- 1. Property Ownership In lieu of the Operating Agreement, the CRA would like the City to outline the intention/plan in connection to the real property, that will allow TSHC to act as landlord to senior tenants.
- 2. Budget The City has the oversight and final approval of TSHC's operating budget
- 3. RGI TSHC to provide rent geared to income housing for seniors

The above questions have been forwarded to City staff for a formal response.

## **Outstanding Matter**

An outstanding matter remains in TSHC operating costs in relation to Employee Liabilities and Post Retirement Benefits.

TCHC has provided the report outlining the liability amount (\$1.3M) pertaining to the employees transferred to TSHC. The proposal from TCHC was to provide an annual advance to TSHC proportional to amount received at a rate of 23.5% of 1M (or \$235K) from the City, and efforts are being made to ensure this can be finalized in the coming months.

TSHC was able to reconcile the vacation and lieu time (1.2M) for staff that were transferred to TSHC as of June 1<sup>st</sup> and is awaiting the transfer of cash.

List of Attachments 2022 Forecast (attachment 1) 2022 Cashflow Projection (attachment 2)

Vince Truong Interim Finance Lead Item # 19(b) Attachment # 1 – 2022 Forecast

Toronto Seniors Housing Corporation											
2022 Statement of Operations - Forecast											
		Actual				Forecast			2022	Total	
	Actual (Jan. 1 to May 31, 2022)	June - Sep	Total Jan - Sep 2022	October	November	December	Oct to Dec 2022	2022 Total	2022 Budget	Variance	
Revenue											
City of Toronto Grant - 2022	2,070,980	1,422,821	3,493,801	756,649	756,649	542,377	2,055,675	5,549,476	7,417,892	- 1,868,416	
TCHC Revenue		12,375,995	12,375,995	3,094,000	3,094,000	3,094,000	9,282,000	21,657,995	21,423,997	233,998	
Interest Income	5,415	75,211	80,626	24,000	24,000	24,000	72,000	152,626	5,415	147,211	
Total Revenue	2,076,395	13,874,027	15,950,422	3,874,649	3,874,649	3,660,377	11,409,675	27,360,097	28,847,304	- 1,487,207	
Expenses											
Salaries and Wages (incl Benefits) Transportation and Communication	399,743 103,761	9,039,973 15,638	9,439,717 119,399	2,287,330 5,138	2,437,319 24,471	2,740,962 24,471	7,465,611 54,080	16,905,328 173,479	16,423,121 274,497	- 482,201 101,018	
Professional Services and Insurance	1,471,441	871,064	2,342,505	149,864	227,667	377,667	755,198	3,097,702	3,809,530	711,82	
Computers and Software Services	90,625	32,360	122,985	16,500	23,000	16,500	56,000	178,985	217,735	38,750	
Other Miscellaneous Expenses	5,409	117,943	123,352	17,291	37,291	24,267	78,848	202,200	1,358,229	1,156,02	
SDA - Shared services expense		3,157,131	3,157,131	792,710	792,710	792,710	2,378,130	5,535,261	5,450,998	- 84,26	
Total Expenses	2,070,979	13,234,109	15,305,088	3,268,833	3,542,457	3,976,577	10,787,867	26,092,955	27,534,110	1,441,15	
Excess of Revenue over Expenses	5,416	639,918	645,334	605,816	332,192	- 316,200	621,808	1,267,142	1,313,194	- 46,052	

Item # 19(b) Attachment # 2 – 2022 Cashflow Projections

#### 2022 Cash flow Projection

		Cash Flow , \$000's								
				Actual				Forecast		
Description	Ja	ın - May	June	July	August	September	October	November	December	Total
Projected Opening Cash postion		479	1,735	7,324	7,424	6,816	7,050	6,688	5,350	479
Funding from City of Toronto		3,173	4,804							7,977
Interest Income		5	12	17	20	25	19	18	18	135
Revenue from TCHC	_	-	3,094	3,094	3,094	3,094	3,094	3,094	3,094	21,658
Total Revenue		3,657	9,645	10,435	10,538	9,935	10,163	9,800	8,462	30,249
Payroll & Benefits	-	400 -	1,087 -	1,832 -	2,661	- 1,817 -	2,487	- 2,637 -	2,991 -	15,912
Transportation & Communication	-	104 -	1 -	3 -	2	- 10 -	5	- 24 -	24 -	173
Professional Services and Insurance	-	1,322 -	441 -	389 -	193	- 229 -	150	- 930 -	144 -	3,797
Computers and Software Services	-	91	-	-	0	- 27 -	18	- 25 -	19 -	179
Other Miscellaneous Expenses	-	5 -	14 -	8 -	73	- 10 -	21	- 42 -	29 -	202
SDA (Shared Services with TCHC)			779 -	779 -	793	- 793 -	793	- 793 -	793 -	5,522
Reconciliation Payment to TCHC (Surplus Estimate)								-	1,069 -	1,069
City of Toronto Grant (Surplus Estimate)								-	2,160 -	2,160
Total Expenditures	-	1,922 -	2,322 -	3,011 -	3,722	- 2,885 -	3,474	- 4,450 -	7,228 -	29,015
Projected Closing Cash balance		1,735	7,324	7,424	6,816	7,050	6,688	5,350	1,234	1,234
Minimum Working Capital Requirements - 2 pays		2,279	2,279	2,279	2,279	2,279	2,279	2,279	2,279	2,279
Cash flow required	-	544	5,045	5,145	4,537	4,771	4,409	3,071 <mark>-</mark>	1,045 -	1,045

Toronto Seniors Housing Corporation Board Meeting 2022-23 Insurance Renewal Item #19(c) DATE: November 29<sup>th</sup>, 2022

Report:	BRD: 2022-XX
То:	TSHC Board Members
From:	Vince Truong
Date:	November 29 <sup>th</sup> , 2022

## PURPOSE: FOR APPROVAL

**RECOMMENDATION:** It is recommended that the Board of Directors adopt the following resolution:

**WHEREAS** the insurance policy for the Corporation's buildings will expire October 31, 2022;

**AND WHEREAS** the Audit, Finance and Risk Committee has reviewed and compared the various insurance coverages and has recommended the Corporation renew its insurance with its current insurance provider, HSC Insurance Inc. (the "Service Provider");

**AND WHEREAS** the Board of Directors (the "Board") of the Corporation is required to approve expenditures above the threshold of \$500,000.

## **BE IT RESOLVED THAT** the Board:

 Approves the renewal of insurance with the Service Provider, effective November 1, 2022 to October 31, 2023 at an annual premium of \$613,632.05, excluding applicable taxes, a copy of such agreement is attached thereto as Attachment 1;

- 2. Approves the quote of the Excess Crime premium, \$37,273, attached thereto as Attachment 2;
- 3. Authorizes the Chief Executive Officer (or his designate) to take all actions and execute all necessary documents, on behalf of the TSHC, to implement the above recommendations.

Total for the renewal amounts to \$650,905.05, excluding applicable taxes, attached as Attachment 3.

Note: the 2<sup>nd</sup> Excess Liability (\$30M excess of \$20M) was invoiced earlier, and charge is not included in the renewal. All coverages will expire on November 1, 2023.

# List of Attachments

Attachment 1 – Invoice from HSC Insurance Inc.

Attachment 2 – Quote for Excess Crime

Attachment 3 – Summary Overview of TSHC insurance coverage

Vince Truong Interim Finance Lead Item # 19(c) Attachment # 1 – HSC Insurance Invoice



30 Duncan Street, Suite 501<br/>Toronto, Ontario M5V 2C3<br/>Tel: 416-360-0761Insurance InvoiceToll Free: 1-866-440-2492(for the period ending November 1, 2023)

Bill To:	For enquiries, please provide the following:		
Toronto Seniors Housing Corporation	Invoice #: INS22-35427665		
432 Yonge Street	Account #:	SUP9567	
2nd floor	Billing Date:	September 27, 2022	
Toronto, ON M5B 1T2	Due Date:	October 27, 2022	

Payment	Options	Total Amount Due: \$662,722.61			
Electronic Funds Transfer (EFT):	The Bank of Nova Scotia 392 Bay Street, Toronto, ON, Canada M5H 3K5 Account Information: • Bank Code: 002 • Transit Number: 34272 • Account Number: 0106119 Please email remittance advice to <u>finance@hscorp.ca</u> . Ensure that remittance advice contains reference to the payment date, payment amount, invoice number, invoice date, account number and payer's contact information.				
Online Banking:	Available at most Canadian financial institutions Please select HSC Insurance Inc. as payee and reference your account number located on the top right corner of your invoice.				
Credit Card:	To make a payment by credit card please call Lucy Krutiansky at 437-242-5772.				
Interace-Transfer (e-Mail Money Transfer):	Please send the payment to <u>finance@hscorp.ca</u> and reference the invoice number and account number.				
Financing:	Annual premiums can be paid in monthly instalments if premium financing is elected through FIRST Insurance Funding of Canada. Please send your completed FIRST Insurance forms and a VOID cheque to <u>clientservices@firstinsurancefunding.ca</u> or mail forms to FIRST Insurance Funding of Canada, 20 Toronto St., Suite 700, Toronto, ON M5C 2B8. Note that if you have used the premium financing option in prior years, you are still required to complete and return the FIRST Insurance forms to proceed with the premium financing option. For more information, please refer to the FIRST Insurance forms or contact FIRST Insurance at 1-888-232-2238. Finance Contract to follow by separate email.				
Refunds:	If your invoice indicates a refund is due to you, payment will follow via EFT.				
Inquiries:	If you have questions regarding these payment options,	please contact us at finance@hscorp.ca			



HSC Insurance Inc. 30 Duncan Street, Suite 501 Toronto, Ontario M5V 2C3 Tel: 416-360-0761 Toll Free: 1-866-440-2492

> Toronto Seniors Housing Corporation Invoice #: INS22-35427665 Account #: INS21-SUP9567 Billing Date: September 27, 2022

#### PREMIUM DETAILS

Total # of units: 13959

Effective Date	Expiry Date	Coverage Type / Description	Cost
November 1, 2022	November 1, 2023	Property	Not Insured
November 1, 2022	November 1, 2023	2 <sup>nd</sup> Excess Property	Not Insured
November 1, 2022	November 1, 2023	3 <sup>rd</sup> Excess Property	Not Insured
November 1, 2022	November 1, 2023	4 <sup>th</sup> Excess Property	Not Insured
November 1, 2022	November 1, 2023	Equipment Breakdown	Not Insured
November 1, 2022	November 1, 2023	Commercial General Liability	\$335,564.30
November 1, 2022	November 1, 2023	Umbrella Liability	\$32,126.40
November 1, 2022	November 1, 2023	Excess Umbrella Liability	\$181,174.32
November 1, 2022	November 1, 2023	Directors & Officers Liability	Not Insured
November 1, 2022	November 1, 2023	Cyber Extension	Not Insured
November 1, 2022	November 1, 2023	Excess Directors & Officers	Not Insured
November 1, 2022	November 1, 2023	Property Managers Errors & Omissions	\$29,451.10
November 1, 2022	November 1, 2023	Tenant Support Services Errors & Omissions	\$6,099.91
November 1, 2022	November 1, 2023	Crime	\$29,216.02
November 1, 2022	November 1, 2023	AD&D - Board	Not Insured
November 1, 2022	November 1, 2023	AD&D - Volunteer	Not Insured
November 1, 2022	November 1, 2023	Automobile	Not Insured
November 1, 2022	November 1, 2023)	Automobile - Client Transportation	Not Insured
November 1, 2022	November 1, 2023	Storage Tank	Not Insured



HSC Insurance Inc. 30 Duncan Street, Suite 501 Toronto, Ontario M5V 2C3 Tel: 416-360-0761 Toll Free: 1-866-440-2492

> Toronto Seniors Housing Corporation Invoice #: INS22-35427665 Account #: INS21-SUP9567 Billing Date: September 27, 2022

Effective Date	Expiry Date	Coverage Type / Description	Cost
November 1, 2022	November 1, 2023	Contribution to Property Claims Trust Fund	Not Insured
November 1, 2022	November 1, 2023	Contribution to Directors & Officers Claims Trust Fund	Not Insured
November 1, 2022	November 1, 2023	Mandatory Tenant Insurance Credit	(\$0.00)
November 1, 2022	November 1, 2023	Monitoring Tenant Insurance Credit	(\$0.00)
November 1, 2022	November 1, 2023	Smart Burner Credit	(\$0.00)
November 1, 2022	November 1, 2023	Smoke Free Credit	(\$0.00)

#### SUMMARY

ANNUAL PREMIUM	\$613,632.05
Contribution to Directors & Officers Claims Trust Fund*	Not Insured
Contribution to Property Claims Trust Fund*	Not Insured
Total Risk Credits	(\$0.00)
SUB-TOTAL	\$613,632.05
RST on Sub-Total (not applicable on AUTO) RST - IP BN #830182945TR0002	\$49,090.56
TOTAL AMOUNT DUE	\$662,722.61

Note: Other Non-Core Coverages (if applicable) are not included in this invoice and will be billed separately at a later date.

### \*Please note: All contributions to the Claims Trust Funds are fully non-refundable



HSC Insurance Inc. 30 Duncan Street, Suite 501 Toronto, Ontario M5V 2C3 Tel: 416-360-0761 Toll Free: 1-866-440-2492

> Toronto Seniors Housing Corporation Invoice #: INS22-35427665 Account #: INS21-SUP9567 Billing Date: September 27, 2022

Premium is calculated based on data provided to HSC Insurance Inc. through Marsh Canada Limited. Amounts may differ from your original quote if coverage, limits, deductibles, or information provided to Marsh Canada Limited were changed following the generation of the original quote.

By making any payment on account of this invoice, you confirm your consent to Housing Services Corporation and HSC Insurance Inc.'s privacy terms as described in the most recent Transparency and Privacy Compliance Consent Form provided to you in connection with the HSC Group Insurance Program.

Any balance not paid by the due date will be subject to a late payment charge of 2% per month compounded monthly until paid in full. Unpaid accounts are subject to cancellation of insurance. For more information, please call (416) 360-0761, ext. 0 or 1-866-440-2492, ext. 0. You may also email us at <u>finance@hscorp.ca</u>.

At Marsh, we hold ourselves to the highest professional standards and are committed to ensuring our customers are treated fairly. Visit our website at www.marsh.ca to learn more about how we comply with our industry's codes of

Item # 19(c) Attachment # 2 – Excess Crime Invoice



AIG Insurance Company of Canada 120 Bremner Boulevard Suite 2200 Toronto, ON M5J 0A8 1-416-596-4076 Direct 1-855-453-1063 Fax Rose.Cugliari@aig.com

September 27, 2022

MEAGHANN BLANCHETT MARSH CANADA LIMITED 120 BREMNER BLVD. SUITE 800 TORONTO, ON M5J 0A8

Insured:	TORONTO COMMUNITY HOUSING CORPORATION 423 YONGE ST, 2ND FLOOR TORONTO, ON M5B IT2
Insurance Carrier:	AIG INSURANCE COMPANY OF CANADA 120 BREMNER BOULEVARD SUITE 2200, TORONTO, ON, M5J 0A8
Policy:	COMPREHENSIVE CRIME INSURANCE TAB #: 1822174, SUBMISSION #: 53836472 RENEWAL SUBMISSION: EXPIRING POLICY #: 1-308-74-75 PROPOSED POLICY PERIOD: NOVEMBER 1, 2022 TO NOVEMBER 1, 2023

Dear MEAGHANN:

As per your request for a Comprehensive Crime Insurance Conditional quote, and based upon the information submitted, we are pleased to conditionally quote the following, subject to the provisions of this quote letter, and subject to our satisfactory receipt, review and approval of the following (hereinafter "Subject-To Information") PRIOR TO BINDING:

1. Computer Systems and Transfer Fraud Questionnaire to be signed and dated

Single Loss Coverage Forms	Limit of Liability	Single Loss Deductible
Employee Dishonesty Coverage (Agreement 1)	\$5,000,000	\$250,000
Loss Inside the Premises (Agreement 2)	\$5,000,000	\$250,000
Computer Fraud Coverage	\$5,000,000	\$250,000
Depositors Forgery Coverage (Agreement 5)	\$5,000,000	\$250,000
Money Orders and Counterfeit Paper Curr.(Agrmnt 4)	\$5,000,000	\$250,000
Loss Outside the Premises (Agreement 3)	\$5,000,000	\$250,000

Premium	\$37,273
Commission	15.00 %

Comprehensive Crime Insurance 57243 (06/93) will provide the basic contract. <u>If you have</u> not been previously provided with a copy of this policy form, a specimen is enclosed or will be provided at your request. Please read it carefully.

The following endorsements will be added to the basic policy:

#	Form #	Ed Dt	Title	
1	CAN CRM0693 C0179	11/07	DISCOVERY PERIOD AMENDED - EARLIER OF # MONTHS OR REPLACEMENT COVERAGE 12 months	
2	99758 CAN	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)	
3	CAN CRM0693 CO102	09/06	AMENDED NOTICE OF CANCELLATION	
			amended to 60 days	
4	C0166 CAN	09/06	TRADING LOSS EXCLUSION	
5	C0187 CAN	07/08	EMPLOYEE WELFARE PENSION OR PROFIT SHARING PLAN (US Plans Exclusion)	
6	C0171 CAN	10/08	CLIENT PROPERTY COVERAGE	
7	C0115 CAN	09/06	AUDIT EXPENSESINCREASED LIMITS	
8	113014	10/12	PROTECTED INFORMATION EXCLUSION	
9	113025	10/12	INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION	
10	133807 CAN	08/19	Impersonation Fraud Coverage \$100,000 sub limit with \$250,000 retention	
11	138456 CAN	07/20	RECORDS LOSS OR DAMAGE EXCLUSION	
12	140972 CAN	06/21	Cyberextortion Exclusion CrimeGuard Comprehensive Crime Policy	
13	143658	05/22	TERRITORY RESTRICTION ENDORSEMENT	
14	139855 CAN	12/20	STATUTORY CONDITIONS AMENDATORY	
15	78859	10/01	FORMS INDEX ENDORSEMENT	

#### **IMPORTANT : READ CAREFULLY**

In order to complete the underwriting process, we <u>require</u> that you send us the additional information requested at the beginning of the letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, we will issue a CONDITIONAL BINDER that is conditioned upon receipt, review and written underwriting approval of the above information. Such temporary binding of coverage shall be void <u>ab initio</u> ("from the beginning") if such information is not received, reviewed and approved in writing by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This Conditional quote is strictly conditioned upon no material change in the risk occurring between the date of this letter and the inception date of the proposed policy. In the event of such change in risk, the Insurer may in its sole discretion, whether or not this Conditional quote has been already accepted by the Insured, modify and/or withdraw this Conditional quote.

This Conditional quote will remain open until the earliest of the following dates: (1) 60 days from the date of this letter; (2) the effective date of the conditionally quoted policy; or (3) the date of any withdrawal of this Conditional quote by the Insurer pursuant to any terms of this Conditional quote providing for such withdrawal.

Thank you for the opportunity to provide an Conditional quote for this account. If you have any questions about this Conditional quote, please do not hesitate to call. We would also be pleased to meet with you and your client to answer any questions they may have.

Thanks,

Roselyliai

ROSE CUGLIARI Assistant Vice President 1-416-596-4076



This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

#### WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

#### OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

#### POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

- 1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
- 2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
- 3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

# Item # 19(c) Attachment # 3 – Summary Overview of TSHC Charges

# **D**HSC



Toronto Seniors Housing Corporation

## November 1, 2022 Renewal Annual Premium Breakdown and Year Over Year Comparison

Based on existing structure (Limits & Deductibles)

Coverage	Limits	June 1, 2022 - Nov 1, 2022	Nov 1, 2021-Nov1, 2022	Nov 1, 2022- Nov 1, 2023	Change	Comments / Options
		135 days out of 365 (pro rated premium)	Based on 365 days for the purpose of annual comparison	365 days		
Total Insurable Values		N/A	N/A	N/A		
Number of Units		13,959	13,959	13,959	0%	
General Liability (incl Abuse)	\$2M	124,994.32	298,189.06	335,564.30	13%	
Abuse Liability	\$2M	Included in CGL Premium	Included in CGL Premium	Included in CGL Premium		
Crime Insurance	\$250,000	10,742.73	25,628.08	29,216.02	14%	
Tenant Support E&O	\$2M	2,318.17	5,530.27	6,099.91	10%	
Property Managers E&O	\$2M	10,735.00	25,609.64	29,451.10	15%	
Umbrella Liability	\$3M excess of \$2M	12,232.43	29,181.94	32,126.40	10%	
1 <sup>st</sup> Excess Liability	\$15M excess of \$5M	50,015.89	119,318.95	181,174.32	52%	
Non-Core Coverages						
2 <sup>nd</sup> Excess Liability June 1, 2022 - Nov 1, 2023	\$30M excess of \$20M		56,765.58		0%	June 1, 2022 - Nov 1, 2023, Value shown on annual 21-22 term which carries over to 22-23 term
Excess Crime	\$5M excess of \$250k	15,618.00	37,258.63	37,273.00	0%	
Overall Insurance Premium		\$ 226,656.54	\$ 597,482.16	\$ 650,905.05	9%	

Toronto Seniors Housing Corporation Board Meeting 2022 Audit Engagement & Audit Timeline Item # 19(d) DATE: November 29<sup>th</sup>, 2022

Report:	BRD: 2022-XX
То:	TSHC Board Members
From:	Vince Truong
Date:	November 29 <sup>th</sup> , 2022

# PURPOSE: FOR APPROVAL

**RECOMMENDATION:** It is recommended that the Board of Directors adopt the following resolution:

**BE IT RESOLVED THAT** the Board Chair sign the Audit Engagement Letter from KPMG, and the audit fees associated with the engagement.

**BACKGROUND:** The 2022 Audit is scheduled for February 21<sup>st</sup>, 2023. It is expected to take one to one and a half week to complete. KPMG is the assigned auditor for TCHC, and TSHC received audit service in 2021 from KPMG.

## List of Attachments

Attachment 1 – Audit Engagement Letter and Supporting Document from KPMG.

Vince Truong Interim Finance Lead Item # 19(d) Attachment # 1 – Audit Engagement Letter



KPMG LLP Vaughan Metropolitan Centre 100 New Park Place, Suite 1400 Vaughan, ON L4K 0J3 Canada Telephone (905) 265-5900 Telefax (905) 265-6390

Mr. Fareed Amin Chair, Board of Directors Toronto Seniors Housing Corporation 423 Yonge St., 2nd Floor Toronto, ON M5B 1T2

November 9, 2022

Dear Mr. Amin,

The purpose of this letter is to outline the terms of our engagement to audit the consolidated annual financial statements ("financial statements" or "annual financial statements") of The Toronto Senior Housing Corporation ("the Entity"); commencing for the year ending December 31, 2022, all as further outlined in this letter.

This letter supersedes our previous letter to the Entity dated June 8, 2021.

The terms of the engagement outlined in this letter will continue in effect from period to period, unless amended or terminated or renewed in writing as set out elsewhere in this Engagement Letter (as defined below).

The attached Terms and Conditions, City of Toronto Supplementary Terms and Conditions and any exhibits, attachments and appendices hereto and subsequent amendments form an integral part of the terms of this engagement and are incorporated herein by reference (collectively the "Engagement Letter").

## **Priority of Documents:**

In the event of any conflict or disagreement between the various documents or any omissions contained in the documents making up this Engagement Letter, the documents shall govern in the following order of precedence:



- (a) A written amendment to this Engagement Letter in accordance with the terms hereof, the amendment bearing the later date having priority (if any);
- (b) This Engagement Letter including Addenda;
- (c) Appendix B City of Toronto Supplementary Conditions;
- (d) Addenda A KPMG Terms and Conditions for Assurance Engagements;
- (e) Clarification Letters (if any); and
- (f) KPMGs Proposal and Addenda.

The foregoing documents are incorporated into and form part of this Engagement Letter, even if they are not physically attached hereto. The Auditor acknowledges receipt of all such documents.

The annual financial statements will include an adequate description of the financial reporting framework. Relevant financial frameworks include:

- Canadian public sector accounting standards ("PSAB")
- Accounting framework outlined in the Annual Report Technical Instructions and Guidelines



## Part I - Audit Engagements

The audit engagements include:

	Entity	Consolidated/ Standalone	Framework
1	The Toronto Senior Housing Corporation (the "Entity")	Standalone	PSAB

### Management's Responsibilities – Audit engagements

An audit does not relieve management or those charged with governance of their responsibilities.

Management acknowledges and understands that they are responsible for:

- (a) the preparation and fair presentation of the financial statements in accordance with the financial reporting framework referred to above.
- (b) providing us with all information of which management is aware that is relevant to the preparation of the financial statements ("relevant information") such as financial records, and related documentation required in order for the auditor to express an opinion on the fair presentation of the financial statements, including:
  - the names of all related parties and information regarding all relationships and transactions with related parties
  - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors, and committees of the board of directors that may affect the financial statements. All significant actions are to be included in such summaries.
- (c) providing us with reasonable access to such relevant information.
- (d) providing us with complete responses to all enquiries made by us during the engagement.
- (e) providing us with additional information that we may request from management for the purpose of the engagement.
- (f) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence.
- (g) such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- (h) ensuring that all transactions have been recorded and are reflected in the financial statements.
- (i) ensuring that internal auditors providing direct assistance to us, if any, will be instructed to follow our instructions and that management, and others within the entity, will not intervene in the work the internal auditors perform for us.


(j) providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim an audit opinion when management does not provide certain written representations required.

#### Auditor's Responsibilities – Audit engagements

If management does not fulfill execute the responsibilities above, we cannot complete our audit. Our function as auditors of the Entity is:

- to report on the annual financial statements
- to express an opinion on whether the Entity's annual financial statements, prepared by management with the oversight of those charged with governance, are, in all material respects, in accordance with the financial reporting framework referred to above

We will conduct the audit of the Entity's annual financial statements in accordance with Canadian generally accepted auditing standards and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable "professional standards").

We will plan and perform the audit to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error. Accordingly, we will, among other things:

- identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the Entity and its environment, including the Entity's internal control. In making those risk assessments, we consider internal control relevant to the Entity's preparation of the annual financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control
- obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks
- form an opinion on the Entity's annual financial statements based on conclusions drawn from the audit evidence obtained
- communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors. The form (oral or in writing) and the timing will depend on the importance of the matter and the requirements under professional standards.

#### Auditor's Deliverables

The auditors' report(s) will be in writing and the expected content of our auditors' report(s) is provided below and in accordance with Canadian Audit Standards. However, in the event our report may differ from its expected form and content provided in this Engagement Letter, KPMG shall notify and discuss with management in advance.



In addition, if we become aware of information that relates to the financial statements after we have issued our audit report, but which was not known to us at the date of our audit report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our audit, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our audit report. Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our audit report would have been affected if the information had been known as of the date of our audit report; and (b) we believe that the audit report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity, to advise of the newly discovered facts and the impact to the financial statements.



#### Expected Form of Report – Audit engagements

#### INDEPENDENT AUDITORS' REPORT

To the Board of Directors of The Toronto Senior Housing Corporation

#### Opinion

We have audited the financial statements of The Toronto Senior Housing Corporation (the "Entity"), which comprise:

- the statement of financial position as of December 31, 2022;
- the statement of operations for the year then ended;
- the statement of changes in net assets for the year then ended;
- the statement of cash flows for the year then ended;
- and notes to the financial statements, including a summary of significant accounting policies;

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the Entity as at December 31, 2022 and its results of operations, net debt and cash flows for the period then ended in accordance with Canadian public sector accounting standards.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "Auditors' Responsibilities for the Audit of the Financial Statements" section of our auditors' report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or cease operations, or has no realistic alternative but to do so.



Those charged with governance are responsible for overseeing the Entity's financial reporting process.

#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also

 Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



• Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group Entity to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants, Licensed Public Accountants Vaughan, Canada Date



#### Additional Responsibilities regarding "Other Information"

"Other information" is defined in professional standards to be the financial or non-financial information (other than the financial statements and the auditors' report thereon) included in the "annual report". An "annual report" is defined in professional standards to comprise a document or combination of documents. Professional standards also indicate that:

- an annual report is prepared typically on an annual basis in accordance with law, regulation or custom (i.e., is reoccurring)
- an annual report contains or accompanies the financial statements and the auditors' report thereon
- an annual report's purpose is to provide owners (or similar stakeholders) with information on the Entity's:
  - o operations; and/or
  - o financial results and financial position as set out in the financial statements.

Based on discussions with management, the following are expected to meet the definition of an "annual report" under professional standards:

• The document likely to be entitled "Annual Report"

Management agrees, when possible, to provide us with the final versions of the document(s) comprising the "annual report" prior to the date of our auditors' report on the financial statements. If that timing is not possible, management agrees to provide us with the final versions of the document(s) comprising the "annual report" prior to the entity's issuance so that we can complete our responsibilities required under professional standards.

Management is responsible for the "other information". Our responsibility is to read the "other information" and, in doing so, consider whether such information is materially inconsistent with:

- the financial statements; or
- our knowledge obtained in the audit.

Our responsibility is also to remain alert for indications that the "other information" appears to be materially misstated.

Our auditors' report on the financial statements, when applicable under professional standards, will contain a separate section where we will report on this "other information".



#### Part 2 – Other assurance or non-assurance engagements

These engagements include:

	Entity	Nature	Framework
1	Annual Reconciliation Reports ("ARR") for the Toronto Senior Housing Corporation	Audit of other historical financial information	Annual Report Technical Instructions and Guidelines

#### Financial Reporting Framework for the Other Historical Financial Information

The other historical financial information will be prepared and presented in accordance with the financial reporting provisions of relevant sections of regulation or legislation or the financial reporting provisions of the underlying agreements or contracts for each audit noted above. The financial reporting framework is described in Note 1 to the other historical financial information.

Management asserts that the other historical financial information will include an adequate description of:

- the financial reporting framework (sometimes referred to as basis of accounting)
- the purpose of such other historical financial information. The purpose of this other historical financial information is for the Entity to meet its obligation to a specific party noted in the underlying agreement, regulation, legislation or contract as defined in Note 1 to the other historical financial information.

The Entity may not distribute our auditors' report on the other historical financial information without our written consent. We hereby consent to the Entity distributing our auditors' report to only the addressee(s) noted in our report.

#### Management's Responsibilities - Other Historical Financial Information

An audit does not relieve management or those charged with governance of their responsibilities.

Management acknowledges and understands that they are responsible for:

- (a) the preparation and presentation of the other historical financial information in accordance with the financial reporting framework referred to above.
- (b) providing us with all information of which management is aware that is relevant to the preparation of the other historical financial information ("relevant information") such as financial records, documentation and other matters, including:
  - the names of all related parties and information regarding all relationships and transactions with related parties
  - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors, and committees of the board of directors that may affect the other historical financial information. All significant actions are to be included in such summaries
- (c) providing us with reasonable access to such relevant information.



- (d) providing us with complete responses to all enquiries made by us during the engagement.
- (e) providing us with additional information that we may request from management for the purpose of the engagement.
- (f) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence.
- (g) such internal control as management determines is necessary to enable the preparation of other historical financial information that is free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- (h) ensuring that all transactions have been recorded and are reflected in the other historical financial information.
- (i) ensuring that internal auditors providing direct assistance to us, if any, will be instructed to follow our instructions and that management, and others within the entity, will not intervene in the work the internal auditors perform for us.
- (j) determining that the basis of accounting is an acceptable basis for the preparation of the other historical financial information in the circumstances and informing us of all steps taken to determine that the applicable financial reporting framework is acceptable in the circumstances.
- (k) providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim an audit opinion when management does not provide certain written representations required.

#### Auditor's Responsibilities - Other Historical Financial Information

If management does not fulfill the responsibilities above, we cannot complete our audit. Our function is:

- to report on the other historical financial information.
- to express an opinion on whether the Entity's other historical financial information is prepared, in all material respects, in accordance with the financial reporting framework referred to above; and

We will conduct the audit of the Entity's other historical financial information in accordance with Canadian generally accepted auditing standards and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable "professional standards").

We will plan and perform the audit to obtain reasonable assurance about whether the other historical financial information as a whole is free from material misstatement, whether due to fraud or error. Accordingly, we will, among other things:

- identify and assess risks of material misstatement, whether due to fraud or error, based on an
  understanding of the Entity and its environment, including the Entity's internal control. In making those
  risk assessments, we consider internal control relevant to the Entity's preparation of the other
  historical financial information in order to design audit procedures that are appropriate in the
  circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's
  internal control.
- obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks.
- form an opinion on the other historical financial information based on conclusions drawn from the audit evidence obtained



 communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors. The form (oral or in writing) and the timing will depend on the importance of the matter and the requirements under professional standards.

#### Auditor's Deliverables – Other Historical Financial Information

The auditors' report(s) will be in writing and in accordance with Canadian Audit Standards and/or other form as prescribed by inter-governmental program or funding requirements. An example of a report is attached. The parties acknowledge that the auditors' audit and reporting requirements may depend on inter-governmental program or funding requirements for the entity which may change from time to time. We will notify management in advance of any upcoming changes required to reporting, due to changes in government requirements.

In addition, if we become aware of information that relates to the other historical financial information after we have issued our audit report, but which was not known to us at the date of our audit report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our audit, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our audit report.

Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our audit report would have been affected if the information had been known as of the date of our audit report; and (b) we believe that the audit report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity, to advise of the newly discovered facts and the impact to the other historical financial information.



## Example Form of Report – Other Historical Financial Information – Annual Reconciliation Return

#### **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of Toronto Seniors Housing Corporation

#### Opinion

We have audited the financial information contained in the Annual Reconciliation Report of The Senior Housing Corporation (the Entity) for the year ended December 31, 2022 and notes to the financial information, including a summary of significant accounting policies (hereinafter referred to as the "financial information").

In our opinion, the accompanying financial information for the year ended December 31, 2022 of the Entity is prepared, in all material respects, in accordance with the financial reporting provisions of the 2022 Annual Report Technical Instructions and Guidelines issued by the City of Toronto.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "*Auditors*' *Responsibilities for the Audit of the Financial Information*" section of our auditors' report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial information in Canada and we have fulfilled our other responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Emphasis of Matter – Financial Reporting Framework

We draw attention to Note 1 in the schedule, which describes the applicable financial reporting framework.

The schedule is prepared to assist the Entity to meet the requirements of the reporting requirements of Ministry of Health.

As a result, the schedule may not be suitable for another purpose.

Our opinion is not modified in respect of this matter.

#### Other Matter – Restriction on Use

Our report is intended solely for The Toronto Senior Housing Corporation and the Ministry of Health and should not be used by other parties.



## Responsibilities of Management and Those Charged with Governance for the Financial Information

Management is responsible for the preparation of the financial information in accordance with the financial reporting provisions of the 2022 Annual Report Technical Instructions and Guidelines issued by the Ontario Ministry of Health, and for such internal control as management determines is necessary to enable the preparation of a financial information that is free from material misstatement, whether due to fraud or error.

In preparing the financial information, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

#### Auditors' Responsibilities for the Audit of the Financial Information

Our objectives are to obtain reasonable assurance about whether the financial information as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial information.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

 Identify and assess the risks of material misstatement of the financial information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial information or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants Vaughan, Canada Date



#### Fees

The Entity and KPMG agree to fees of \$15,000 for the audit engagements related to year ending December 31, 2022.

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We are available to provide a wide range of services beyond those outlined above. Additional services will be billed at the hourly rates for optional/additional services outlined in the RFP and are subject to the same Terms and Conditions outlined in this Engagement Letter.

We are proud to provide you with the services outlined above and we appreciate your confidence in our work. We shall be pleased to discuss this letter with you at any time. If the arrangements and terms are acceptable, please sign the duplicate of this letter in the space provided and return it to us.

Yours very truly,

KPMG LLP

Kevin Travers 416 228 7004

Partner, responsible for the engagement and its performance, and for the report that is issued on behalf of KPMG LLP, and who, where required, has the appropriate authority from a professional, legal or regulatory body.

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The terms of the engagement set out are as agreed:

Mr. Fareed Amin

Chair, Board of Directors, Toronto Senior Housing Corporation



#### Appendix – COVID-19 Rider

- 1. During the engagement, each party shall keep the other party reasonably informed of any events which:
  - i. relate to the notifying party and the COVID-19 situation;
  - ii. are not existing or reasonably foreseeable at the date of this agreement; and
  - iii. will materially and adversely affect the notifying party's ability to perform its obligations under the engagement.
- 2. Each party will implement mitigation measures to enable the Services to be performed so far as reasonably practicable in the circumstances, including:
  - i. reducing travel (particularly international travel) and in-person meetings to the minimum necessary level;
  - ii. at the party's premises, implementing such infection control procedures as are recommended or required by official bodies in the applicable location;
  - iii. implementing internal corporate policies which permit and encourage individual remote working, and technical systems to enable individual remote working; and
  - iv. implementing telepresence, audio conference, videoconference, and other systems for collaborative working.
- 3. If, as a result of the global COVID-19 virus situation, performance by a party of its obligations under the engagement are rendered impossible or impracticable, the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances, PROVIDED THAT the party in question is complying, and continues to comply, with its obligations pursuant to paragraphs 1 and 2 above.

## TORONTO PART 4 - AGE

#### AGREEMENT TERMS AND CONDITIONS

#### Note to Agreement Terms and Conditions:

The terms set out in this Part 4 – Agreement Terms and Conditions shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in this Part 4 – Agreement Terms and Conditions. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Part 4 – Agreement Terms and Conditions must follow the process outlined in section 5 of Part 3 – RFP Process Terms and Conditions.

#### 1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to the City's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the City, upon request, and the Vendor shall indemnify and save the City harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

#### 2. Non-Exclusivity

The awarding of an Agreement to a Vendor shall not be a guarantee of exclusivity.

#### 3. Confidentiality

The Vendor shall treat as confidential City Confidential Information and all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the City or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor will be required to enter into a Non-Disclosure Declaration (NDD) and may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

#### 4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the City to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

#### 5. Indemnities

The Vendor shall indemnify and save harmless the City), its Mayor, Members of Council, officers, employees, representatives, agents, successors and assigns from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Vendor shall keep City of Toronto reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

#### 6. Intellectual Property Indemnity

RANTA

The Vendor shall indemnify and save harmless the City, its Mayor, Members of Council, officers, employees, representatives, agents, successors and assigns from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

#### 7. Employment & WSIB Indemnity

Nothing under this Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the City for such costs.

#### 8. No Assignment

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.

#### 9. Subcontractors

The Vendor shall be prohibited from employing subcontractors for the purpose of carrying out its obligations under this Agreement.

#### **10. Personnel and Performance**

The Vendor shall make available appropriately skilled workers, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Vendor shall be responsible for its own staff resources.

The Vendor shall ensure that its personnel, when using any City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of the City, be required to sign non-disclosure Agreement(s) satisfactory to the City before being permitted to perform such services.

#### **11. Independent Contractor**

RANTA

The Vendor and the City agree and acknowledge that the relationship between the City and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.

#### 12. Insurance

The successful vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of services:

- 1. Commercial General Liability provided that the policy:
  - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
  - (ii) adds the City of Toronto as an additional insured;
  - (iii) includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
  - (iv) includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non payment of premium).
- 2. Professional Liability (errors and omissions) coverage provided that the policy:
  - (i) is in the amount of not less than One Million Dollars (\$1,000,000);
  - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

3. Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for all owned or leased licensed motorized vehicles used in the performance of services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the vendor in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the City without notice or demand.

The successful vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the City or the City's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City.

#### **13. Warranties and Covenants**

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The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the City's functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

#### 14. Third Party Software

Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City,

- (a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- (b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Vendor shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third party components within the Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the City without additional charges.

#### **15. Ownership of Intellectual Property and Deliverables**

The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the City. Notwithstanding the foregoing, the Vendor will have ownership and the right to retain all working papers, files and other materials that it creates and that form the basis for the representations made in the auditor's report, in accordance with generally accepted Canadian auditing standards, as established by the Chartered Professional

Accountants Canada. The Vendor shall provide the City with copies of any working paper upon request.

#### 16. Payment Schedule

A payment schedule satisfactory to the City shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation. If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

#### **17. Termination Provisions**

Upon giving the Vendor not less than thirty (30) days' prior written notice, the City may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation. If at any time during the term of the Agreement it is determined by the Vendor, in its sole discretion, that there may be an actual or potential breach by Vendor of applicable professional standards, Vendor may terminate the Agreement, without liability, immediately on notice to City.

Failure of the Vendor to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time, or such longer period of time, if agreed to in writing by the City. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of the City for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.

No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to the City in a clean and readable format. For the purpose of documentation required to be retained by the Vendor in accordance

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with generally accepted auditing standards established by the Chartered Professional Accountants Canada, the Vendor may retain original documents but shall provide copies of all such original documents to the City.

#### 18. Right to Audit

The City may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of 10 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by the City at all reasonable times.

#### 19. Liquidated Damages

If the Vendor at any time fails to supply all goods or services to the City as specified within the Agreement, or fails to replace goods or services rejected by the City, then the City shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the City to the Vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

#### 20. Right to Retain Monies

The City shall have the right to retain out of monies payable to the Vendor under the Agreement the total amount outstanding from time to time of all claims arising out of the default of the Vendor of its obligations to the City. This shall include claims pursuant to this or any other contract or cause of action between the Vendor and the City which have not been settled between the City, and the Vendor.

#### 21. Occupational Health and Safety

- a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b. Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:

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- i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
- ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
- iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
- iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
- v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e. The Vendor shall provide, at the request of the Auditor General or her designate, the following as proof of the representations made in paragraph d(i) and d(iv):
  - i. documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
  - ii. the occupational health and safety policy.
- f. The Vendor shall immediately advise the Auditor General or her designate in the event of any of the following:
  - i. A critical injury that arises out of Services that is the subject of this agreement;
  - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
  - iii. A charge is laid or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the City.
- h. The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons



employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

#### 22. Workplace Safety and Insurance Act

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the City is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the City every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

#### 23. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers. For a copy of the City of Toronto requirement, visit the website at

https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-theprocurement-process/purchasing-policies-legislation/accessible-customer-service-trainingrequirements/

#### 24. City of Toronto - Invoice/Billing Requirements

#### 24.1 City of Toronto's Invoice and billing requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. If the billing information is missing from

an invoice it will result in a payment delay and the invoice may be returned to you without payment.

It is the Vendor's responsibility to submit correct invoices for payment of goods /services delivered to the City of Toronto Divisions. If an incorrect invoice is submitted, the vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

#### 1) Exceptions

The standard invoice billing requirement must be followed with the exception of vendor invoices related to an approved capital project subject to construction lien holdbacks only. Billing requirement direction will be provided by the contract custodian or city divisional designate.

#### 2) Electronic Invoices

RANTA

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email to APinvoice@toronto.caElectronic invoices submitted must be in a PDF format with with either single or multiple invoice(s) per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Corporate Accounts Payable if you have submitted an electronic invoice. If you have any questions regarding this process, please contact AP Customer Service at 416-397-5235 and follow the prompts.

#### 24.2 Billing Requirements

(1) All original Vendor invoices **must be** addressed and be sent **DIRECTLY** to:

City of Toronto Accounting Services Division Corporate Accounts Payable 55 John Street 14th Floor, Metro Hall Toronto, ON M5V 3C6

- (2) Invoice/s submitted to the City of Toronto must have complete ship to information including:
  - I. Name of City Division,
  - II. The City Division's contact name and phone number (the person ordering or picking up the goods and/or services),
  - III. Delivery location of goods and/or services (excluding pick-up order),

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PART 4 – AGREEMENT TERMS AND CONDITIONS RFP No. 9119-19-7141

- IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), or Schedule "A" must be clearly indicated on the invoice. (\*This purchasing number should be provided by City staff at the time of order\*)
- V. Complete "Remit To" address is required on all submitted vendor invoices

### Invoices that do not contain the required billing information may be returned without payment to the vendor for correction.

- (3) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.
- (4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.
- (5) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

#### 24.3 Discount Terms

The City will consider offers of early payment discount terms. If correct billing information has been indicated on the invoice, it is the City's policy to pay within vendor's discount terms from the receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.

Early Payment terms should be clearly indicated on the invoice.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Corporate Accounts Payable unit.

#### 24.4 Direct Deposit

City of Toronto offers secure electronic deposit payments directly to your bank account through our "Direct Deposit" program. For more information and/or to enroll for this payment option, please email us at FASPDD@toronto.ca or contact the Direct Deposit program line at 416-392-9736 and follow the prompts.

Effective January 1, 2014, all new contracts for existing or new vendors must be enrolled in the Direct Deposit program.

#### 24.5 Agency and Corporation Payment Terms, Invoice and Billing Requirements

Notwithstanding the City's general Invoice/Billing Requirements as specified in Part 4 – RFP Agreement Terms and Conditions Section 24.1 to 24.4 above, for the purpose of Services performed on behalf of Agencies and Corporations, specific payment terms and invoice and billing requirements will be determined in accordance with billing practices of the particular agency or corporation.

#### 25. Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events includes natural disasters and acts of war, insurrection and terrorism, epidemics, pandemics, quarantine or any law, by-law, order, regulation issued by any governmental authority (including the City), including an order issued under the Emergency Management and Civil Protection Act (a "Force Majeure Event"). If a party seeks to delay performance of its obligations under this Agreement due to a Force Majeure Event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

#### 26. COUNTERPART AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterpart and may be executed by electronic signature that is received by the City in a file format acceptable to the City. Such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.



1. These Terms and Conditions are an integral part of the accompanying engagement letter or proposal from KPMG that identifies the engagement to which they relate and forms part of the engagement letter (the "Engagement Letter"). The term "Entity" used herein has the meaning set out in the accompanying engagement letter or proposal. The term "Management" used herein means the management of Entity.

#### 1. DOCUMENTS AND LICENSES.

a. All working papers, files and other internal materials created or produced by KPMG in relation to this engagement and all copyright and intellectual property rights therein are the property of KPMG.

b. Only in connection with the services herein, Entity hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of Entity solely for presentations or reports to Entity or for internal KPMG presentations and intranet sites. Further, Entity agrees that upon prior written consent of Entity, KPMG may request to list Entity as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory, and/or Tax client of KPMG LLP").

#### 2. ENTITY'S RESPONSIBILITIES.

a. Entity agrees that all management responsibilities will be performed and all management decisions will be made by Entity, and not by KPMG.

b. Entity's provision of documents and information to KPMG on a timely basis is an important factor in our ability to issue any reports under this Engagement Letter. KPMG is not responsible for any consequences arising from Entity's failure to deliver documents and information as required.

c. To the extent that KPMG personnel are on Entity's premises, Entity will take all reasonable precautions for their safety including compliance with applicable workplace safety and health and safety laws.

d. Entity understands and acknowledges that KPMG's independence may be impaired if any KPMG partner, employee or contractor accepts any offer of employment from Entity for the duration of the engagement.

e. KPMG acknowledges that the Engagement Letter and any materials or information provided to the Entity through the performance of its obligations may be subject to disclosure by Entity pursuant to the Municipal Freedom of Information Act, R.S.O. 1990, c. M 56 ("MFIPPA"). KPMG also acknowledges that the Engagement Letter may be made available publicly as part of Entity's reporting requirements.

f. Management agrees to promptly provide us with a copy of any comment letter or request for information issued by any regulatory authority in respect of information on which KPMG reported, including without limitation any continuous disclosure filings. KPMG agrees to cooperate with the Entity and/or regulatory authority with respect to such information requests where not prohibited from doing so by law or professional standards.

#### 3. INTENTIONALLY DELETED

#### 4. USE OF MEMBER FIRMS AND THIRD PARTY SERVICE PROVIDERS; STORAGE AND USE OF INFORMATION.

a. KPMG is a member firm of the KPMG International Cooperative ("KPMG International"). Entity acknowledges that in connection with the provision of services hereunder, KPMG may use the services of KPMG International member firms, as well as other third party service providers or subcontractors, and KPMG shall be entitled to share with them all documentation and information related to the engagement, including Entity's confidential information and personal information ("information"). KPMG may also: (i) directly, or using such aforementioned KPMG International member firms, third party service providers or subcontractors, perform data analytics in respect of the information; and (ii) retain and disclose to KPMG International member firms the information to share best practices or for knowledge sharing purposes. In all such cases, such information may be used, retained, processed, or stored outside of Canada by such KPMG International member firms, other third party service providers or subcontractors, and may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG represents

that such KPMG International member firms, other third party service providers or subcontractors have agreed or shall agree to conditions of confidentiality with respect to Entity's confidential information, and that KPMG is responsible to ensure their compliance with those conditions. Any services performed by KPMG International member firms or other third party service providers or subcontractors shall be performed in accordance with the terms of this Engagement Letter, but KPMG remains solely responsible to Entity for the delivery of the services hereunder. Entity agrees that any claims that may arise out of the engagement will be brought solely against KPMG, the contracting party, and not against any other KPMG International member firms or other third party service providers or subcontractors referred to above. For greater certainty, KPMG may use KPMG Affiliates and Member Firms for the provision of professional services, for professional standards compliance and quality and risk management purposes, and to provide administrative, analytical and clerical support. Client understands that each Member Firm is located outside of Canada and is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal. agent or affiliate of any other Member Firm. KPMG may also use third party providers of administrative and/or clerical products or services to KPMG within and outside of Canada, including but not limited to external IT providers, which have no direct involvement in the delivery of the Services to Client.

KPMG will indemnify and hold harmless the Entity, including its Mayor, elected officials, directors, officers, employees, agencies, related corporations, affiliates and agents for any losses, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from KPMG International member firms or other third party service providers or subcontracts' performance or non-performance of its obligations under the Engagement Letter, including breach of the confidentiality obligations, negligence, willful misconduct and fraud

Certain information (including information relating to time, billing and b. conflicts) collected by KPMG during the course of the engagement may be used, retained, processed and stored outside of Canada by KPMG, KPMG International member firms or third party service providers or subcontractors providing support services, but such third party have no direct involvement in the delivery of the Services to Client to KPMG for administrative, technological and clerical/organizational purposes, including in respect of client engagement acceptance procedures and maintaining engagement profiles; and to comply with applicable law, regulation or professional standards (including for quality performance reviews). Such information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG may also share information, excluding privileged information unless express consent from Entity is received and only as required on a need to know basis with its legal advisers and insurers for the purposes of obtaining advice.

c. Entity acknowledges that KPMG aggregates anonymous information from sources including the Entity for various purposes, including to monitor quality of service, and Entity consents to such use. KPMG may also use Entity's information to offer services that may be of interest to Entity.

#### 5. PERSONAL INFORMATION CONSENTS AND NOTICES.

KPMG may be required to collect, use and disclose personal information about individuals during the course of the engagement. Any collection, use or disclosure of personal information is subject to KPMG's Privacy Policy available at <u>www.kpmg.ca</u>. KPMG also acknowledges that collection, use and disclosure of personal information is subject to MFIPPA. Entity represents and warrants that (i) it will obtain any consents required to allow KPMG to collect, use and disclose personal information in the course of the engagement, and (ii) it has provided notice to those individuals whose personal information may be collected, used and disclosed by KPMG hereunder of the potential processing of such personal information outside of Canada (as described in Section 4 above). KPMG's Privacy Officer noted in KPMG's privacy policy is able to answer any individual's questions about the collection of personal information required for KPMG to deliver services hereunder.



### 6. THIRD PARTY DEMANDS FOR DOCUMENTATION AND INFORMATION / LEGAL AND REGULATORY PROCESSES.

Entity on its own behalf hereby acknowledges and agrees to cause its a. subsidiaries and affiliates to acknowledge that KPMG may from time to time receive demands from a third party (each, a "third party demand"), including without limitation (i) from CPAB or from professional, securities or other regulatory, taxation, judicial or governmental authorities (both in Canada and abroad), to provide them with information and copies of documents in KPMG's files including (without limitation) working papers and other workproduct relating to the affairs of Entity, its subsidiaries and affiliates, and (ii) summons for production of documents or information related to the services provided hereunder; which information and documents may contain confidential information of Entity, its subsidiaries or affiliates. Except where prohibited by law, KPMG, will advise Entity or its affiliate or subsidiary of the third party demand. Entity acknowledges, and agrees to cause its subsidiaries and affiliates to acknowledge, that KPMG will produce documents and provide information in response to the third party demand.

b. KPMG will use efforts to a standard no less of a standard that KPMG would normally use in protecting its own confidential or privileged information, to withhold from production any documentation or information over which Entity asserts privilege. Entity must identify any such documentation or information at the time of its provision to KPMG by marking it as "privileged". Notwithstanding the foregoing, where disclosure of such privileged documents is required by law, KPMG will disclose such privileged documents and will promptly notify the Entity prior to disclosure of same. If such law requires the Entity's consent prior to releasing such privileged documents, Entity may withhold consent in its sole and absolute discretion.

c. Entity agrees to reimburse KPMG for its professional time and any disbursements, including reasonable legal fees and taxes, in responding to third party demands except if it relates to such requests that would ordinarily occur in KPMG's business whether it was engaged by the Entity or not. For example, third party requests from CPAB or from professional, securities or other regulatory, taxation, judicial or governmental authorities (both in Canada and abroad).

d. Intentionally Deleted. .

e. Entity agrees to notify KPMG as soon as practicably possible of any request received by Entity from any third party with respect to the services hereunder, KPMG's confidential information, KPMG's advice or report or any related document.

### 7. CONNECTING TO THE ENTITY'S IT NETWORK; EMAIL AND ONLINE FILE SHARING AND STORAGE TOOLS.

a. Entity authorizes KPMG personnel to connect their computers to Entity's IT Network and the Internet via the Network while at the Entity's premises for the purpose of conducting normal business activities.

b. Entity recognizes and accepts the risks associated with communicating electronically, and using online file sharing, storage, collaboration and other similar online tools to transmit information to or sharing information with KPMG, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege.

#### 8. LIMITATION ON WARRANTIES.

THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. SUBJECT TO SECTION 13, KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 9. INTENTIONALLY DELETED.

#### **10.** INTENTIONALLY DELETED.

#### 11. ALTERNATIVE DISPUTE RESOLUTION.

Any dispute or claim between the parties arising under or relating to this Engagement Letter or the services provided hereunder (the "Dispute") shall be submitted to non-binding mediation in Ontario. If mediation is not successful within 90 days after the issuance by a party of a request for mediation, then the Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada in force at that time. The Seat of Arbitration shall be the province where KPMG's principal office performing the engagement is located. The language of the arbitration shall be English. The Arbitral Tribunal shall be made up of a single Arbitrator. The arbitration award shall be final, conclusive and binding upon the parties, and not subject to appeal.

#### 12. POTENTIAL CONFLICTS OF INTEREST.

**a.** KPMG is or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that, without further notice or disclosure to Entity, KPMG may: (i) accept or continue such engagements on matters unrelated to KPMG's engagement for Entity provided that Entity is not in a perceived or actual conflict of interest; and (ii) provide advice or services to any other person or entity making a competing bid or proposal to that of Entity whether or not KPMG is providing advice or services to Entity in respect of Entity's competing bid or proposal.

b. In accordance with professional standards, KPMG will not use any confidential information regarding Entity in connection with its engagements with other clients, and will establish confidentiality and other safeguards to manage conflicts, which may include, in KPMG's sole discretion, the use of separate engagement teams and data access controls.

c. In no event shall KPMG be liable to Entity, or shall Entity be entitled to a return of fees or disbursements, or any other compensation whatsoever as a result of KPMG accepting or continuing a conflicting engagement in accordance with the terms of this Engagement Letter.

d. Entity agrees that KPMG may, in its sole discretion, disclose the fact and nature of its engagement for Entity to (i) KPMG International member firms to inform conflict searches, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual in order to permit KPMG to act for such entity or individual, or for Entity, in connection with the engagement or any future engagement.

e. In the event that circumstances arise that place KPMG into a perceived or actual conflict of interest as between Entity and a pre-existing client or new client, KPMG must disclose the perceived or actual conflict of interest to the City immediately and the parties will attempt to resolve or manage such perceived or actual conflict of interest through the use of confidentiality and other safeguards that may be required or prescribed by the City, acting reasonably. In the event that KPMG cannot adequately address such perceived or actual conflict of interest to the City's reasonable satisfaction, either party shall be entitled to immediately terminate the engagement with Entity, without liability to the other party.

f. Other KPMG International member firms are or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that (i) it will not assert that other KPMG International member firms are precluded from being engaged by those other entities or individuals, and (ii) those engagements of other KPMG International member firms do not conflict with KPMG's engagement for Entity.

#### 13. LOBBYING.

KPMG will shall not undertake any lobbying activity, as that term is defined in all applicable federal, provincial and municipal lobbyist registration statutes and regulations, in connection with the engagement.

#### 14. SEVERABILITY.

The provisions of these Terms and Conditions and the accompanying proposal or engagement letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of the provisions of these Terms and Conditions or the accompanying proposal or engagement letter are determined to be invalid, void or unenforceable, the remaining provisions of these Terms and Conditions or the accompanying proposal or engagement letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall remain valid and in effect and be enforceable and binding on the parties to the fullest extent permitted by law.



#### 15. GOVERNING LAW.

This Engagement Letter shall be subject to and governed by the laws of Ontario and as applicable, federal laws.

#### 16. LLP STATUS.

KPMG is a registered limited liability partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation.

#### 17. INDEPENDENT LEGAL ADVICE.

Entity agrees that it been advised to retain independent legal advice at its own expense prior to signing this Engagement Letter (including without limitation with respect to Entity's rights in connection with potential future conflicts) and agrees that any failure on its part to retain such independent legal counsel shall not affect (and it shall not assert that the same affects) the validity of the provisions of this Engagement Letter.

#### 18. SURVIVAL.

All sections hereof other than Section 7(a) shall survive the expiration or termination of the engagement.

## Item # 21 Attachment # 1 – 2022 Planning for Success: October & November Accomplishments

**Toronto Seniors Housing Corporation** 

## 2022: Planning for Success

Accomplishments & Planning Checklist October - December

November 2022



## **Context and Purpose of Presentation**



## **Planning Phases**



## Stabilization Projects Accomplishments – Planned Work October - December

Lease Agreement Human Resources Finance Information Technology

## WORK ITEM: AGREEMENTS

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Transition Agreement	<ul><li>Finalized discussions on Schedule 10 issues</li><li>Finalized and signed Schedule 10 issues</li></ul>	Develop minor amendments to the Transition Agreement required because the Lease Agreement is yet to be completed
Lease Agreement	<ul> <li>Engaged in preliminary work on business requirement</li> <li>Further work delayed pending outcome of budget discussions and further direction</li> </ul>	On hold pending further direction

### WORK ITEM: HUMAN RESOURCES

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Organizational Structure	This has been finalised, however depending on the outcome of the budgetary discussions, further changes may be required	Interim organization leadership team in place
Recruitment	All recruitments except for Operations positions have been paused pending the outcome of budgetary discussions	Continue with recruitment for Operations positions
#### WORK ITEM: HUMAN RESOURCES

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Learning & Development Plan	<ul> <li>Successfully developed the Learning &amp; Development Plan and began implementation</li> <li>Reviewed and amended the orientation materials for new employees</li> <li>Completed AODA training for Operations team and some corporate staff through R- PATH</li> </ul>	<ul> <li>§ Organized AODA documentation training for corporate staff</li> <li>To continue implementation of the Learning &amp; Development Plan</li> </ul>
Employee Engagement, Culture Shift, Seniors-Focused Training, Review of Processes, & Programs	This is being incorporated with and reviewed along with the Learning & Development Plan	Continue implementation in line with the Learning & Development Plan
Compensation Philosophy	Obtained Board approval to review TSHC Compensation Policies and programs in Q1 2023	Review policies and programs

#### WORK ITEM: HUMAN RESOURCES

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Service Disengagement from TCHC	Disengaged from the TCHC Labour Management Committee and established the TSHC Labour Management Committee	<ul> <li>Winding down on the following services:</li> <li>Job Evaluation Services</li> <li>Recruitment Services (Pre-Taleo Expansion)</li> <li>Human Rights &amp; Workplace Harassment Investigation</li> <li>Tuition Reimbursement</li> <li>Occupational Health &amp; Safety Consulting Service</li> <li>Workplace Safety &amp; Insurance Board</li> <li>Disability Case Management, Return to Work, Accommodation Services</li> <li>COVID-19 Case Management &amp; Vaccination Policy Administration Service</li> </ul>

#### WORK ITEM: FINANCE

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
2023 Budget Framework Implementation	<ul> <li>Submitted draft budget to the City and reviewed with TCHC &amp; City</li> <li>Presented budget to the City of Toronto</li> </ul>	<ul> <li>Awaiting the outcome of the City of Toronto review. Also awaiting the City budget notes completion</li> <li>To facilitate the Audit Finance &amp; Risk Committee final budget review</li> <li>To facilitate the Board 2023 Budget approval</li> </ul>
Financial Reporting for 2022 and Beyond	Paused pending the completion of budgetary discussions	Paused pending the completion of budgetary discussions. To resume Financial Reporting activities in Q1 2023
Working with the City to obtain Line of Credit	Documents for Line of Credit finalized to be presented to the City	Once documentation is approved by the Board, it will be presented to the City for review and approval. Approval projected for Q1 2023

#### WORK ITEM: INFORMATION TECHNOLOGY

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Stabilization Phase 1	<ul> <li>Changes to IT Connect and systems to reflect workflow routing for interim organization structure</li> <li>Addressed HoMES system changes as required</li> <li>Deployed Multi-Factor Authentication (MFA/SSPR) and Self-Service Password Reset in conjunction with TCHC</li> </ul>	To continue activities related to MFA/SPPR rollout
Remove IT impediments to lease agreement (See slide on Lease Agreement)	On hold pending finalization of Lease Agreement and identification of business requirements	On hold pending finalization of approach to Lease Agreement and identification of business requirements
Establish IT Governance Framework Methodology	Established IT Operational Governance Committee with TCHC as interim measure	To continue bi-weekly meetings and monitor IT projects

## Priority Improvements Accomplishments vs Planned Work October - December

Communications and Engagement 100 Days Priorities Quality Improvement Projects Health and Wellness Initiatives Policy Review and Development Interim Approach to Effective Use of Data Operational Process Improvements

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
New Tenant Engagement Approach	Developed RFP to engage consultant to design process for new tenant engagement model	To complete RFP process and begin tenant consultation work
Updating Tenant- Facing policies	<ul> <li>Worked with STAC and Tenant leaders to identify priority Policies and commence review/ updates</li> <li>Engaged with Health Commons to develop tenant consultation approach to review policies</li> </ul>	<ul> <li>Hired facilitators for tenant consultations /interviews</li> <li>To begin interviews and consultation with tenants on Use of Space Policy experiences and on Tenant Action Funds Policy</li> <li>Finalize process for consultations on prioritizing other tenant-facing policies for review</li> </ul>
Listening Tour	Continued CEO Listening Tour with 12 locations completed in September and October (6 interpreters engaged)	<ul> <li>Launched staff-specific Listening Tour events (4 total with one per region, with additional one per region planned for Q1 2023)</li> <li>To continue with CEO Listening Tour (16 locations planned for November/December - 9 interpreters engaged)</li> </ul>

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Internal Communication Plan	<ul> <li>Switched weekly staff bulletin to bi- weekly after October 18 Issue. A total of 19 issues have been published between June 28-November 15</li> <li>Organized October Staff Town Hall</li> </ul>	<ul> <li>Planning all staff event for December</li> <li>Launched inaugural United Way Campaign</li> </ul>
External Communication Plan - Tenants	<ul> <li>Completed 1st Tenant Newsletter – Seniors Speak</li> <li>Published two Community Letters (Sept, Oct – then switched to bi- monthly starting with December)</li> <li>STAC – regular meeting September 21 <ul> <li>included conversation on Use of</li> <li>Space and tenant engagement</li> </ul> </li> <li>Conducted pilot of Tenant Rep email</li> </ul>	<ul> <li>To publish the bi-monthly Community Letter for December</li> <li>First Seniors Speak delivered to tenants</li> <li>To create content for Seniors Speak February issue</li> <li>To work with R-PATH to print and distribute Tenant Guides</li> <li>Working with Community Partners to develop documentary about the aging population and services for seniors</li> <li>Facilitate the STAC meeting for November, additional meetings on Use of Space and staff roles</li> <li>Organize Regional meetings for tenant leaders</li> </ul>

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
External Communication Plan - Other Stakeholders	<ul> <li>Developed packages for City Councillors</li> <li>Drafted plan for other external stakeholders</li> </ul>	Finalizing plan for other external stakeholders and begin implementation
Putting Down Roots	35% of trees planted so far this year	Tree planting to resume in the spring of 2023
TSHC 2022 Annual Report	To commence in November	Planning for 2022 Annual Report
Development of Processes & Procedures	<ul> <li>Completed process mapping sessions and finalized process maps for identified areas</li> <li>Met with staff on design and implementation of bulletin board procedures</li> </ul>	Finalizing and implementing bulletin board procedures

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Translation of Materials	<ul> <li>Reviewed posters and templates to make language seniors-friendly and prepare for translation</li> <li>Consulted with staff on tenant language data in HoMES</li> </ul>	<ul> <li>To send posters and templates for translation into top 13 languages</li> <li>To facilitate ongoing verification/improvement of language data through annual RGI review documentation</li> </ul>
Wind Down from TCHC Intranet	Intranet migration paused indefinitely	Intranet migration paused indefinitely
2023 Strategic Communication Plan	Tracked communications to end of 2022 to inform planning for 2023	To develop strategic communication plan for 2023
QIP Communications	Tenant communications and recruitment	To support ongoing communications for kick-off and future meetings
Social Media	No activity for this period	To work with R-PATH to develop a framework and roadmap for accessibility content on social media channels

## WORK ITEM: 100 DAYS PRIORITIES

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Service Delivery	<ul> <li>Planning for the transition of Crisis Transfer, Complaints resolution specialist, and Fleet Services to TSHC staff</li> <li>Created the TSHC Complaint Resolution function</li> </ul>	<ul> <li>Hiring of staff to take over some tenant facing initiatives</li> <li>Engage in negotiations with labour partners to take over after-hours services</li> </ul>
Community Support & Services	<ul> <li>Hired a supervisor for complex Tenancies team</li> <li>Completed check-ins for Rapid Rehousing Tenants</li> <li>Supported 50 complex Tenancies across TSHC</li> </ul>	<ul> <li>To finalize Complex Tenancies process &amp; procedures</li> <li>To improve coordination between follow up supports for Rapid Rehousing Tenants</li> </ul>
Community Development & Tenancy Management	Completed Use of Space Agreement renewal process to initiate tenant and agency programs in communities	To begin stakeholder engagement to develop tenant leadership model
Crisis & Suicide Prevention	Training content drafted based on seniors content from City of Toronto	To commence planning for implementation in 2023 as part of Crisis Management training

### WORK ITEM: QUALITY IMPROVEMENT PROJECTS

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Pest Management	<ul> <li>Conducted recruitment for vacant positions for new Environmental Health/Pest Management team</li> <li>Completed RFP process and engaged facilitator for Quality Improvement Projects (QIP)</li> <li>Developed Terms of Reference for QIP process</li> </ul>	<ul> <li>Facilitator onboarded</li> <li>Developed the Pest Management QIP Information Package</li> <li>Establish Pest management Committee and identify the leads from various stakeholder groups</li> <li>Hold first facilitated Pest QIP team meeting</li> </ul>
Safety & Security	<ul> <li>Finalized with CSU and identified the high needs building</li> <li>Completed RFP process and engaged facilitator for Quality Improvement Projects (QIP)</li> <li>Developed Terms of Reference for QIP process</li> </ul>	<ul> <li>Gathering and assessing input from the listening tours to determine areas in need of quality improvement</li> <li>Conducting preliminary research on Safety and Security needs within TSHC buildings.</li> <li>Review and consider feedback gathered from Listening Tours on areas of need</li> <li>Develop the Information Package and hold first safety and security QIP Team meeting</li> </ul>

## WORK ITEM: QUALITY IMPROVEMENT PROJECTS

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Staff & Tenant Relations	Gathered and assessed input from the listening tours to determine areas in need of quality improvement	<ul> <li>To review the project and set the direction for this project with the leadership team</li> <li>To develop a framework and determine the scope and structure of the analysis to be undertaken</li> <li>To develop a process for gathering inputs and conducting analysis</li> <li>To engage with consultant to review the above</li> <li>To prepare for the project launch in Jan 2023</li> </ul>

#### WORK ITEM: HEALTH AND WELLNESS INITIATIVES

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Align Care Co- ordinators	Engaged in ongoing collaboration through health partners	Expanding collaboration through health partners
Health Partnerships & Formal Agreements	Establishment of ongoing tenant and agency programs through use of space partnership approvals & development	To review and approval of new tenant and agency use of space agreements
Building Programming & Partnerships Assessment	Assessed programming & partnerships through tenant engagement	To continue tenant engagement related to new programs & partnerships
Tenant Funds Distribution	Continued to issue funds to tenants for community led-initiatives	To continue to distribute funds to tenants for community led-initiatives
ISM & Other Tenant Centric Initiatives	Continued the implementation of ISM and other Tenant focused initiatives	To continue support for City ISM Evaluation
Health & Wellness Initiative (Formerly Hub Model)	Facilitated the release of the Health Commons report and presentation to the Board	To develop Health Commons Report Action Plan

#### WORK ITEM: POLICY REVIEW AND DEVELOPMENT

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Human Resources Policies	Clean-up of HR policies on-going including AODA compliance check	To continue clean-up of HR policies
Operational Policies	Clean-up of Operational policies on-going including AODA compliance check	To continue clean-up of Operational policies
Insurance Policies	<ul> <li>Identified the policies required for the renewal of the insurance policy</li> <li>Commenced and completed the review of the policies based on discussions with consultant. Opportunities for review may arise in future based on business needs.</li> </ul>	No activities planned

## WORK ITEM: INTERIM APPROACH TO EFFECTIVE USE OF DATA

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
ISM Annual Program	<ul> <li>Supported City ISM Evaluation</li> <li>Continued to report ISM KPIs to City monthly</li> </ul>	<ul> <li>To continue to support City ISM Evaluation</li> <li>To continue to report ISM KPIs</li> </ul>
Data Availability & Reporting	Presented the draft approach for data identification, collection, reporting to the CEO for review	To draft an updated Dashboard for data reporting on arrears, staff training, RGI Calculation, Call Centre, Safety and Security
Approach to Management/ Board Reports	<ul> <li>Conducted 3 Committee meetings and Board meeting</li> <li>Drafted governance work plan for 2023</li> </ul>	<ul> <li>To develop Committee and Board work plans</li> <li>To set 2023 meeting schedule</li> </ul>
Data Case Study	Completed analysis of pest management date for QIP information package	Incorporate in QIP work
Reports to the City	Preparation of the Report for Q3 ongoing/completed	Continue reporting to City

#### WORK ITEM: OPERATIONAL PROCESS IMPROVEMENT

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Vacancy Management	Facilitated reduction in vacancy to 2.52%	Continue to work further reduction in vacancy in accordance with agreement with the City
Tenant Experience Survey	No scheduled work	No scheduled work – for future consideration
Tenant Resource Binder	Binder drafted and piloted	Plan for implementation
Turning 65	Organized information sessions and notices	Continue to facilitate information sessions and notices
After-hours Coverage	Concluded the plan for implementation of after- hours coverage	To engage in discussions with labour partners on take-over of after-hours services

## Future Planning Accomplishments vs Planned Work October - December

Strategic Planning, Service Excellence And Branding

# WORK ITEM: STRATEGIC PLANNING, SERVICE EXCELLENCE AND BRANDING

Deliverables	Accomplishments for Sept/Oct	On-going/Planned Work for Nov/Dec
Approach	<ul> <li>Developed the approach and presented to the leadership team for review. The full strategic planning process is being replaced by an Interim Strategic Directions approach. A more detailed strategic planning process could be undertaken in Q4 2023, resources permitting</li> <li>Commenced the development of an Interim Strategic Directions approach</li> </ul>	<ul> <li>Continue developing Interim Strategic Directions, including planned Board orientation session.</li> </ul>
Procurement	<ul> <li>RFP developed and submitted to CEO for approval</li> <li>Consultant for Interim Strategic Directions recruited</li> </ul>	No further activities planned