





**THE CORPORATION OF THE CITY OF WINDSOR  
Public Safety Standing Committee - Administrative Report**

**MISSION STATEMENT:**

*"The City of Windsor, with the involvement of its citizens, will deliver effective and responsive municipal services, and will mobilize innovative community partnerships"*

<b>LiveLink REPORT #: 15485 GM/9620</b>	<b>Report Date: September 1, 2011</b>
<b>Author's Name: Jennifer Tanner</b>	<b>Date to Standing Committee: October 19, 2011</b>
<b>Author's Phone: 519 255-7474 ext. 834</b>	<b>Classification #:</b>
<b>Author's E-mail: jtanner@city.windsor.on.ca</b>	

**To: Public Safety Standing Committee**

**Subject: Agreement between The Corporation of the City of Windsor and thehealthline.ca Information Network**

**1. RECOMMENDATION: City Wide:  Ward(s): \_\_\_\_\_**

That the Chief Administrative Officer and the City Clerk BE AUTHORIZED to sign agreement(s) between The Corporation of the City of Windsor and thehealthline.ca Information Network concerning the sharing of 211 database information to support the delivery of 211 phone services for residents in the 211 South West Ontario region, such agreement(s) to be satisfactory as to technical content to the Senior Manager of Communications & Customer Service, as to legal form to the City Solicitor and as to financial content to the Chief Financial Officer & City Treasurer.

**EXECUTIVE SUMMARY:**

N/A

**2. BACKGROUND:**

The residents of Windsor and Essex County have had access to 211 phone services since November 2007. 211 allows people to receive information and obtain referrals to a broad range of community and government services. In 2010, 211 answered just over 37,000 inquiries from the residents of Windsor and Essex County.

The 211 service is operated by the City of Windsor in conjunction with the 311 service for Windsor residents. In Windsor and Essex County the 211 service is jointly funded by the Corporation of the City of Windsor, the County of Essex and the United Way-Centraide of Windsor and Essex County and represents a successful demonstration of regional cooperation.

In addition to such local funding inputs, annual provincial funding is provided by the Ontario 211 Services Corporation (O211SC) to support 211.

On December 7, 2009 Council passed a resolution (CR 422/2009) which stated:

"That City Council ENDORSE the future expansion of the 211 Service throughout the South West Region of Ontario as identified by the Ontario 211 Services Corporation (O211SC) provided that any future expansion of 211 Windsor Essex is fully funded by future partners and the Ontario 211 Services Corporation and further, the City Clerk and the Chief Administrative Officer BE AUTHORIZED to sign the necessary service agreement(s) with the Ontario 211 Services Corporation to facilitate the growth and expansion and the receipt of the associated provincial funding, such agreements to be satisfactory as to technical content to the Manager of Customer Service, as to legal form to the City Solicitor and as to financial content to the Chief Financial Officer/City Treasurer."

The 211 South West Ontario region as identified by O211SC consists of the following communities: Windsor and Essex County; Oxford County; London and Middlesex County; Chatham-Kent; Elgin County; Sarnia and Lambton County. O211SC is striving to fully expanded 211 services to all Ontario residents by the end of this year, in order to meet its primary deliverable to its funder, the Ministry of Community and Social Services (MCSS).

On September 22, 2010 the City of Windsor embarked on the first expansion of 211 service outside of Windsor and Essex County's boundaries and 211 was made available to Oxford County residents. As part of this expansion of services, the Corporation of the City of Windsor entered into an agreement with the County of Oxford which articulates the roles and responsibilities of the City of Windsor in providing 211 phone services for Oxford County residents and the County of Oxford's responsibilities to provide and maintain a database of community services available in Oxford County to support the 211 phone service. This agreement was signed under the authority delegated by City Council to the Chief Administrative Office and City Clerk and approved through a Council Resolution.

### **3. DISCUSSION:**

In continuation of the 211 expansion work in the South West Ontario region, preparations have been made to further expand this service to the residents of London and Middlesex County by the end of October 2011. In preparation for this expansion, the City of Windsor has been building a relationship with thehealthline.ca Information Network who will be responsible for providing and maintaining a database of community services available in London and Middlesex County to support the 211 phone services delivered by the City of Windsor. The relationship between The Corporation of the City of Windsor and thehealthline.ca Information Network is articulated in the Agreement (see Appendix A). This Agreement is similar in purpose and content to the previous Agreement with Oxford County, mentioned in the paragraph above.

Since thehealthline.ca Information Network also maintains database information for other communities in the 211 South West Ontario region, it is likely to also provide data to 211 for other communities (e.g. Elgin County) which will necessitate additional agreement(s) or an amendment of the attached Agreement.

#### 4. FINANCIAL MATTERS:

There are no financial implications with the Agreement between The Corporation of the City of Windsor and thehealthline.ca Informaiton Network.

It is agreed that all costs incurred by the City of Windsor in carrying out its roles and responsibilities related to 211 phone service delivery for residents outside of Windsor and Essex County's boundaries will be fully paid for by O211SC or other funders. This funding guarantee is documented in separate annual agreements between The Corporation of the City of Windsor and O211SC which the CAO and City Clerk have been authorized to sign based on CR422/2009, cited in the Background section above.

Should the City of Windsor receive funding from O211SC to support 211 database activities in 211 South West Ontario region with the expectation that the City in turn pay its data provider(s) (e.g. thehealthline.ca Information Network) the attached Agreement would be amended.


Thehealthline.ca Information Network is responsible for its own costs related to providing and maintaining database information that support the 211 service.

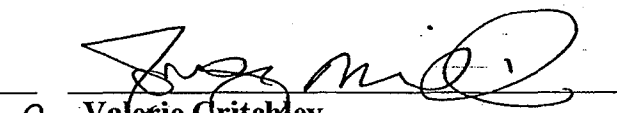
#### 5. CONSULTATIONS:

The Agreement has been reviewed and approved by Michael Robbins, (Project Coordinator, thehealthline.ca Information Network) and thehealthline.ca Information Network's legal counsel.

#### 6. CONCLUSION:

The expansion of 211 services within the 211 South West Ontario region has been supported by City Council and helps O211SC fulfil its mandate to support 211 development and provide access to 211 for all Ontario residents by December 2011. Within the 211 South West Ontario region further expansion to Chatham-Kent, Sarnia and Lambton County and Elgin County is expected to occur in 2011 and will necessitate additional agreements with other data providers. Such agreements with new data providers will be presented to City Council for approval.

  
Jennifer Tanner  
211 Project Manager

  
for Valerie Critchley  
City Clerk and Licence Commissioner

/jt

#### APPENDICES:

Draft Agreement between the Corporation of the City of Windsor and thehealthline.ca Information Network.

**DEPARTMENTS/OTHERS CONSULTED:****Name: Cheryl Glassford, Legal****Phone #: 519 255-6100 ext. 1774****NOTIFICATION :**

Name	Address	Email Address	Telephone	FAX
Michael Robbins, thehealthline.ca Information Network	630 Colborne St, Suite 201 London, ON N6B 2V2	michael@segue.ca	1-519-432-1806	1-519-433- 9188
Bill Morris, Ontario 211 Services Corporation	543 Richmond St W, Suite 220 Box 114, Toronto, ON M5V 1Y6	bmorris@211ontario.ca	1-416-777-0211 ext 221	1-416-777- 2522

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BETWEEN:

**THE CORPORATION OF THE CITY OF WINDSOR**

A municipality within the meaning of the *Municipal Act, 2001*,  
S.O. 2001, c. 25

(hereinafter referred to as "211 Service Provider")

-- and --

**thehealthline.ca Information Network**  
**, a not-for-profit corporation incorporated pursuant to the laws of**  
**the Province of Ontario**

(hereinafter referred to as "211 Data Partner")

**WHEREAS** The Corporation of the City of Windsor and thehealthline.ca Information Network have the shared goal of linking the residents of London and Middlesex County to human services through the provision of 211 phone services and management of 211 database records;

**AND WHEREAS** 211 is an easy to remember telephone number that connects people to a full range of non-emergency community, social, health and government services. The ability to provide this phone service is dependent on the maintenance of a standards-driven and up-to-date 211 database;

**AND WHEREAS** The Corporation of the City of Windsor is the 211 Service Provider and as such is responsible for operating the 211 telephone service for residents in the 211 South West Ontario region, including London and Middlesex County. The 211 Service Provider is also responsible for coordinating all 211 data sharing activities of its Data Partners;

**AND WHEREAS** thehealthline.ca Information Network is a 211 Data Partner and as such is responsible for maintaining the 211 database records necessary to support 211 phone services for London and Middlesex County residents;

**AND WHEREAS** on December 7, 2009 The Corporation of the City of Windsor Council endorsed the future expansion of the 211 service throughout the South West Region of Ontario as identified by the Ontario 211 Services Corporation (O211SC) provided that any future expansion is fully funded by future partners and the Ontario 211 Services Corporation and further, the City Clerk and the Chief Administrative Officer be authorized to sign the necessary service agreement(s) with O211SC. (CR422/2009);

**AND WHEREAS** on December 21, 2009 the Corporation of the County of Essex Council adopted the resolution that future expansion of the 211 Service throughout the South West Region of Ontario as identified by the Ontario 211 Services Corporation (O211SC) be endorsed

provided that future expansion is fully funded by future partners and the Ontario 211 Services Corporation (CR312-09);

**AND WHEREAS** The Corporation of the City of Windsor and thehealthline.ca Information Network agree to enter into the following agreement in order to meet the shared goal of linking people to services by contributing data to the 211 South West Ontario Database in order to support the delivery of 211 phone services and maintenance of 211 websites;

**NOW THEREFORE** upon the consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agree as follows:

## **1. INTERPRETATION**

- 1.1. **211 Database** means a collection of records from areas in the South West Ontario Region that adheres to the 211 South West Ontario Inclusion Policy (Appendix A) and currently utilizes the Community Information Online Consortium (CIOC) software for the purpose of providing 211 phone services and contributing data to 211 South West Ontario and Ontario 211 websites.
- 1.2. **211 Service Provider** means The Corporation of the City of Windsor, which has been designated by the Ontario 211 Services Corporation and endorsed by The Corporation of the City of Windsor Council and County of Essex Council as the 211 Service Provider for the South West Ontario Region. It operates the 211 call centre, maintains the 211 database for Windsor and Essex County records and aggregates data from all Data Partners in the South West Ontario Region.
- 1.3. **Alliance of Information & Referral Systems (AIRS)** means the organization which sets standards that must be met in order to operate a 211 service in Canada.
- 1.4. **Data Partners** means organizations that work in partnership with the 211 Service Provider to contribute database information to the 211 Database and help build awareness of the 211 service. The number of Data Partners may change from time to time.
- 1.5. **Ontario 211 Services Corporation (O211SC)** means the organization charged with managing funding as received from the Ministry of Community and Social Services and other sources in order to support the development and operation of a 211 system in Ontario.
- 1.6. **South West Ontario Region** means a number of counties and municipalities in south western Ontario which have been identified by the Ontario 211 Services Corporation as regions that will be served by the 211 Service Provider. These are:
  - 1.6.1. The City of Windsor and County of Essex
  - 1.6.2. Oxford County
  - 1.6.3. The Municipality of Chatham-Kent



1.6.4. London and Middlesex County

1.6.5. Elgin County

1.6.6. Sarnia and Lambton County

## 2. ROLES AND RESPONSIBILITIES

2.1. The 211 Service Provider and 211 Data Partner agree to assume the roles and responsibilities listed in the chart below.

Function	211 Service Provider	211 Data Partner
Use of Database Management Tool	<ul style="list-style-type: none"><li>• Give 211 Data Partner permission to utilize the database management tool currently being used to maintain the 211 Database</li></ul>	<ul style="list-style-type: none"><li>• Utilize current database management tool OR an agreed upon import/export process that works in conjunction with the 211 Database</li></ul>
Importing / Exporting Processes	n/a	<ul style="list-style-type: none"><li>• Ensure import and export processes are functional and allow for the transfer of records to the 211 Database</li></ul>
AIRS Certification	<ul style="list-style-type: none"><li>• Maintain at least 25% AIRS certification level for eligible City of Windsor staff members</li></ul>	<ul style="list-style-type: none"><li>• Seek AIRS Certified Resource Specialist (CRS) designation for eligible thehealthline.ca Information Network staff members</li></ul>
Maintaining the 211 Database	<ul style="list-style-type: none"><li>• Conduct regular database audits to ensure compliance with the policies, procedures and standards listed in Article 3</li><li>• Report to 211 Data Partner all errors, omissions, and suggested information changes to the data</li></ul>	<ul style="list-style-type: none"><li>• Adhere to the policies, procedures and standards listed in Article 3</li><li>• Verify any identified errors, omissions and suggested information changes and provide updated data thereafter, as applicable</li></ul>

Function	211 Service Provider	211 Data Partner
Data Sharing	<ul style="list-style-type: none"> <li>Provide 211 Database records for purposes that support the 211 system in Ontario and Canada. Provide the data to other entities who shall then maintain their own databases (e.g. Ministry of Training Colleges and Universities) only if such transfer has been approved in writing by the 211 Data Partner, on terms acceptable to the 211 Data Partner.</li> </ul>	<ul style="list-style-type: none"> <li>Grant 211 Service Provider and/or O211SC non-exclusive license to use any and all data limited to purposes that support the 211 system in Ontario and Canada at no cost to the 211 Service Provider</li> <li>Provide new and updated 211 Database records to the 211 Service Provider on a weekly basis</li> </ul>
Communications	<ul style="list-style-type: none"> <li>Communicate openly with 211 Data Partner, particularly on issues affecting the 211 phone service or 211 Database</li> <li>Organize regular meetings with Data Partners</li> <li>Instruct all persons to whom it provides data to acknowledge the ownership of such data by the 211 Data Partner</li> </ul>	<ul style="list-style-type: none"> <li>Communicate openly with 211 Service Provider, particularly on issues affecting the 211 phone service or 211 Database</li> <li>Attend regular meetings with the 211 Service Provider, as mutually agreed</li> </ul>
Complying with the 211 Trade-Mark Licensing Agreement	<ul style="list-style-type: none"> <li>Acquire and maintain a 211 Trade-Mark Licensing Agreement with the United Way of Canada – Centraide Canada</li> </ul>	<ul style="list-style-type: none"> <li>Subject to section 10.1, obtain approval from the 211 Service Provider before using the 211 trade-mark</li> </ul>

### 3. POLICIES, PROCEDURES & STANDARDS

- 3.1. The 211 Service Provider and 211 Data Partner shall adhere to the 211 South West Ontario Inclusion Policy (Appendix A).
- 3.2. The 211 Service Provider and the Ontario 211 Service Corporation may develop other policies, procedures, protocols from time to time that shall become binding upon the 211 Data Partner upon 15 days written notice. Should the 211 Data Partner wish to terminate this Agreement as a result of such new or amended policies, it may do so upon 15 days written notice.
- 3.3. The 211 Service Provider and 211 Data Partner shall comply with the list of 211 standards below, as applicable, and any subsequent, amended or future standards that may be developed at the regional, provincial, national or international level, including:
  - 3.3.1. AIRS Standards ([www.airs.org](http://www.airs.org))

- 3.3.2. InformOntario Naming Authority (<http://211canada.typepad.com/informontario/>)
- 3.3.3. InformOntario Style Guide (<http://211canada.typepad.com/informontario/>)
- 3.3.4. Pan Canadian Taxonomy of Human Services (<http://www.211taxonomy.org/>)

3.4. The 211 Service Provider acknowledges that it does not have, nor shall it acquire, any right, title or interest in the records provided by the 211 Data Partner, except for the right to use the same in accordance with the provisions of this Agreement.

3.5. The 211 Service Provider acknowledges that the 211 Data Partner shall be free to enter into licensing arrangements with other information providers simultaneously for the use of records provided by the 211 Data Partner.

#### 4. FINANCIAL MATTERS

4.1. The parties hereby acknowledge that the costs of launching and maintaining this program by the 211 Service Provider, including but not limited to any costs for the roles and responsibilities of the 211 Service Provider as set out in Article 2 hereof, are to be paid by O211SC. Should such funding fail to be provided, at any time, and as determined by the 211 Service Provider in its sole and unfettered discretion, this agreement shall be capable of termination by the 211 Service Provider upon a minimum of twenty-four hours written notice to the 211 Data Partner, and such right of termination shall be notwithstanding any other clause contained in this agreement.

4.2. The 211 Data Partner shall be responsible for its own costs to perform the roles and responsibilities of the 211 Data Partner as set out in this Agreement.

#### 5. EVENT OF DEFAULT

5.1. If any of the following events of default occurs:

- 5.1.1. either party becomes bankrupt or goes into receivership or becomes insolvent;
  - 5.1.2. an order is made or resolution is passed for the winding up of either party, or either party is dissolved;
  - 5.1.3. either party ceases to operate;
  - 5.1.4. either party fails to maintain insurance in accordance with Article 9;
  - 5.1.5. either party, in connection with this agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to O211SC;
  - 5.1.6. either party has, in the reasonable opinion of the other party, or in the opinion of O211SC, failed to perform the roles and responsibilities in accordance with Article 2 hereof, except where such failure is due to causes which, in the reasonable opinion of the other party, are beyond the control of that party;
  - 5.1.7. there is, in the reasonable opinion of either party, a material adverse change in risk in its ability to carry out its roles and responsibilities under this agreement;
- then either party may, in its absolute discretion, without restricting any remedies otherwise available to it, immediately terminate this agreement by giving written notice

to the other party; and such termination shall take effect on the date set out in such notice, or twenty-four hours following receipt of such notice, whichever is later.

5.2. If either party breaches this agreement in a manner other than as set out in Section 5.1 and

5.2.1. the breach has not been remedied within 15 days of receipt by the party of written notice of the breach or within such longer period as the notifying party may allow; or

5.2.2. a plan satisfactory to the notifying party to remedy the breach has not been implemented within the time period specified in the notice, then the notifying party may, in its absolute discretion, without restricting any remedies otherwise available to it, immediately terminate this agreement by giving written notice to the other party; and such termination shall take effect on the date set out in such notice, or twenty-four hours following receipt of such notice, whichever is later.

## **6. REMEDIES**

6.1. If either party is, during the currency of this agreement, in breach of any part of this agreement, in addition to the remedies set out in Article 5, the non-breaching party may exercise, in any combination or cumulative remedy, any or all of the following remedies:

6.1.1. require the 211 Data Partner to provide additional information or documents to the 211 Service Provider if such information or documents is in the possession of the 211 Data Partner and does not violate any intellectual property rights of any person;

6.1.2. correct the breach itself or by retaining a third party and the cost of so doing shall be payable forthwith by the breaching party and such costs may be retained from any unpaid portion owing hereunder or be recovered in any court of competent jurisdiction; ;

6.1.3. seek any additional remedy available to either party at law or in equity;

6.1.4. If either party exercises any remedy hereunder that requires the co-operation or action of the other party, then such other party shall forthwith comply with any and every direction of the first party given in the exercise of such remedy; and

6.1.5. All rights and remedies of either party under this Agreement shall be cumulative and not alternative.

## **7. TERM AND TERMINATION**

7.1. The term of this agreement shall be for the period of one year, or such shorter period hereof, commencing on the date of final execution by the parties and terminating on March 31, 2012.

7.2. Either party may, in their sole discretion, at any time, upon 90 days' notice in writing to the other party, terminate the whole of this Agreement for convenience.

7.3. If either party gives to the other party a notice of termination pursuant to this agreement, then the 211 Service Provider and the 211 Data Partner shall discontinue work under this agreement, and neither party shall enter into further commitments for material, equipment or services relating to the terminated agreement, and shall (to the extent practicable) terminate all existing orders and subcontracts relating to the terminated agreement. Upon the effective date of termination, the parties shall no longer share or exchange data.

## 8. NOTICE

8.1. Any notice required or permitted to be given hereunder or any tender or delivery of documents shall be in writing and shall be delivered personally, mailed by prepaid mail, or transmitted by facsimile to the parties at the following addresses:

### if to The Corporation of the City of Windsor:

The Corporation of the City of Windsor  
Call Centre  
400 City Hall Square E, Suite 410  
Windsor, ON N9A 7K6

Attention: Jennifer Tanner, Project Manager  
Telephone: 519-255-7474 ext 834  
Fax: 519-256-3311

### In the case of notice of claim:

The Corporation of the City of Windsor  
Office of the City Clerk  
PO Box 1607  
Windsor, ON N9A 6S1

Attention: Valerie Critchley, City Clerk  
Telephone: 519-255-6222 ext 6434  
Fax: 519-255-6868

### if to thehealthline.ca Information Network:

630 Colborne Street London ON N6B 2V2  
Attention:  
Telephone: 519-641-5519  
Fax: 519-472-4045

Michael Robbins

Any notice or delivery hereunder shall be given as herein provided or to such other addresses or in care of such other person as a party may from time to time advise by notice in writing as aforesaid. The date of receipt of such notice or delivery shall be delivered personally, on the date of such delivery and receipt, or if mailed, on the fifth (5<sup>th</sup>) business day following the day such notice or document was deposited in a post office or public letter box, or if transmitted by facsimile, on the business date following the day of sending such notice or document.

## 9. INSURANCE/INDEMNITY

9.1. The Data Partner hereby agrees to defend, indemnify and save harmless the 211 Service Provider, its officers, employees, agents and contractors, from and against all loss, costs or damages which it or they may suffer or be put to and from and against all claims or action which may be made or brought against the 211 Service Provider or

them by reason of any act or omission of the 211 Data Partner in the provision of the services and products and any other matter or thing provided pursuant to this Agreement.

9.2. The 211 Data Partner covenants and agrees to provide and maintain Comprehensive General Liability insurance, containing endorsements naming the 211 Service Provider as an additional insured and including a cross-liability/separation of insureds clause, with a 30 day notice of cancellation provision, and in the amount of at least Two Million Dollars (\$2,000,000.00) and satisfactory in form and content (including policy limit) to the Manager of Purchasing and Risk Management of the 211 Service Provider. The 211 Data Partner acknowledges and agrees that such policy limit amount may have to be increased from time to time during the term hereof to take into account inflationary pressures and relevant judicial awards.

9.3. The 211 Service Provider hereby agrees to defend, indemnify and save harmless the 211 Data Partner, its officers, employees, agents and contractors, from and against all loss, costs or damages which it or they may suffer to be put to and from and against all claims or actions which may be made or brought against the 211 Data Partner or them by reason of any act or omission of the 211 Service Provider in the provision of the services and products, provided that such an act or omission does not arise out of an act or omission of the 211 Data Partner.

9.4. The 211 Service Provider covenants and agrees to provide and maintain Comprehensive General Liability insurance, containing endorsements naming the 211 Data Partner as an additional insured and including a cross-liability/separation of insureds clause, with a 30-day notice of cancellation provision, and in the amount of at least Two Million Dollars (\$2,000,000.00) and satisfactory in form and content (including policy limit), to the 211 Data Partner. The 211 Service Provider acknowledges and agrees that such policy limit amount may have to be increased from time to time during the term hereof to take into account inflationary pressures and relevant judicial awards.

## **10. GENERAL**

10.1. During the term of this Agreement, the 211 Service Provider permits the 211 Data Partner to utilize the 211 trade-mark, owned by the United Way of Canada, on the website of the 211 Data Partner. Specifically, the 211 Data Partner shall be permitted to state on its website that its data is used by 211 and use the 211 trade-mark, owned by the United Way of Canada, in connection with such statement. Notwithstanding the generality of the foregoing, the 211 Data Partner hereby acknowledges that the 211 Service Provider is bound by a Trademark Licensing Agreement, dated August 13, 2009, and that the permission granted in this section is subject to such Trademark

Licensing Agreement. Furthermore, the 211 Data Partner hereby agrees to comply with the terms and conditions of such Trademark Licensing Agreement and to ensure that the 211 Data Partner at no time puts the 211 Service Provider in a position of breaching the said Trademark Licensing Agreement. The 211 Data Partner hereby acknowledges receipt of the said Trademark Licensing Agreement.

- 10.2. This Agreement may be executed in one or more counterparts and by facsimile, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute one and the same instrument.
- 10.3. The parties acknowledge that the provisions of this agreement have been mutually prepared by the parties and that each party has had the opportunity to consider each and every term and condition in this agreement, and to obtain independent legal advice. The parties each agree that all such terms and conditions are reasonable and valid and understand and agree to all provisions of this agreement. The parties further acknowledge and agree that should any aspect of this agreement be brought before a judicial or quasi-judicial hearing, this Agreement shall be read, reviewed, and interpreted without regard to *contra proferentum*.
- 10.4. If any covenant or obligation in this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this agreement or the application of such covenant or obligation to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each covenant and obligation in this agreement shall be separately valid and enforceable to the fullest extent permitted.
- 10.5. This Agreement shall be interpreted under and is governed by the laws of Ontario.
- 10.6. This Agreement shall be binding upon the parties and their successors, heirs, administrators, executors, legal representatives, and assigns and shall enure to the benefit of the parties.
- 10.7. Except as provided herein there are no other agreements, representations, collateral agreements, warranties or conditions existing, made, binding on or in any way legally having any force or effect other than those as set out in this agreement.
- 10.8. The division of this Agreement into Articles and Sections, the insertion of headings and the provisions of any table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 10.9. The parties hereby expressly acknowledge that the parties are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control.

10.10. This agreement may be amended upon the mutual agreement of the parties, and such amendment shall be in writing and executed by the parties.

**11. EXECUTION**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement

In the case of the 211 Service Provider, executed at the City of Windsor, this \_\_\_ day of \_\_\_\_\_, 2011

Authority  
Approved as to  
Financial Content  
\_\_\_\_\_  
City Treasurer

Authority  
Approved as to  
Form  
\_\_\_\_\_  
Legal Counsel

Authority  
Approved as to  
Technical Content  
\_\_\_\_\_

**THE CORPORATION OF THE  
CITY OF WINDSOR**

\_\_\_\_\_  
Helga Reidel,  
Chief Administrative Officer

\_\_\_\_\_  
Valerie Critchley,  
City Clerk

We have authority to bind the corporation

In the case of the 211 Data Partner, executed by thehealthline.ca Information Network, this \_\_\_ day of \_\_\_\_\_, 2012

**thehealthline.ca Information Network**

Per: \_\_\_\_\_  
Michael Robbins – Duly Authorized

Per: \_\_\_\_\_  
Sandra Coleman – President

We have authority to bind the corporation

**DRAFT**



# Appendix A

## 211 South West Ontario

### Inclusion Policy

#### DEFINITIONS

**211 Database** means a collection of records from areas in the South West Ontario Region that currently utilizes the Community Information Online Consortium (CIOC) software for the purpose of providing 211 phone services and contributing data to 211 South West Ontario and Ontario 211 websites.

**211 Service Provider** means The Corporation of the City of Windsor, which has been designated by the Ontario 211 Services Corporation and endorsed by The Corporation of the City of Windsor Council and County of Essex Council as the 211 Service Provider for the South West Ontario Region. It operates the 211 call centre, maintains the 211 database for Windsor and Essex County records and aggregates data from all Data Partners in the South West Ontario Region.

**Alliance of Information & Referral Systems (AIRS)** means the organization which sets standards that must be met in order to operate a 211 service in Canada.

**Data Partners** means organizations that work in partnership with the 211 Service Provider and contribute database information to the 211 Database. The number of Data Partners may change from time to time.

**Ontario 211 Services Corporation (O211SC)** means the organization charged with managing funding as received from the Ministry of Community and Social Services and other sources in order to support the development and operation of a 211 system in Ontario.

**South West Ontario Region** means a number of counties and municipalities in south western Ontario which have been identified by the Ontario 211 Services Corporation as regions that will be served by the 211 Service Provider. These are:

- The City of Windsor and County of Essex
- Oxford County
- The Municipality of Chatham-Kent
- London and Middlesex County
- Elgin County
- Sarnia and Lambton County

1. **POLICY**

The 211 Service Provider will establish criteria to determine which information shall be included in the 211 Database.

2. **PURPOSE**

The purpose of this policy is to outline the requirements and process of determining eligibility for inclusion of information in the 211 Database.

3. **SCOPE**

This policy will be applied consistently to all parties requesting inclusion of information records in the 211 Database.

4. **RESPONSIBILITY**

4.1 The 211 Service Provider and the 211 Data Partner shall be responsible for managing database records within their own communities including:

- 4.1.1 Reviewing all incoming requests for new records
- 4.1.2 Ensuring that those records included in the database are in accordance with this policy
- 4.1.3 Providing a written explanation to those being denied inclusion to the database, including reference to specific clauses of this policy. The 211 Project Manager shall be copied on all such correspondence.
- 4.1.4 Preparing monthly reports for the 211 Project Manager, citing all recent inclusions, deletions and denials to the database

4.2 The 211 Project Manager shall be responsible for:

- 4.2.1 Ensuring a current version of the policy is made accessible to the public
- 4.2.2 Ensuring the policy is reviewed every two years from the date of approval

5. **GOVERNING RULES AND REGULATIONS**

5.1 **Inclusion Criteria**

- 5.1.1 Inclusion in the database is free of charge and is not influenced by whether or not an organization is a partner in any collaboration with the 211 Service Provider or Data Partners.
- 5.1.2 Inclusion in the database does not imply endorsement nor does exclusion indicate lack of endorsement. Neither the 211 Service Provider nor Data Partners make comparative judgments of the quality of service provided by organizations that are listed in the 211 Database.
- 5.1.3 The database shall include organizations or programs located in or serving the South West Ontario Region that are:
  - providers of a direct service to the public
  - networks or coalitions of direct service providers
  - involved in licensing, planning or co-ordinating direct services
  - not-for-profit, community-based or government organizations

- members of a non-profit or community-based organization with whom a 211 South West Ontario Region partner has a contractual agreement
  - other Information & Referral organizations within the community.
- 5.1.4** The following commercial organizations shall be included:
- those that provide first priority services not offered by the non-profit sector
  - those that have contractual agreements with various levels of government to provide services
- 5.1.5** Critical services which are not located in the South West Ontario Region or are regularly used by South West Ontario residents may be listed in the 211 Database

## **5.2 First and Second Priorities**

**5.2.1** The 211 Service Provider sets first and second priorities for information collection.

**5.2.2** First priority is given to basic subsistence and survival-related services and every effort is made to have comprehensive listings of these services which includes:

- food, clothing and shelter
- emergency assistance
- crisis intervention
- financial assistance
- legal and correctional services
- victim services
- immigrant and refugee services
- physical and mental health services
- employment and training services
- home support services
- child care
- affordable housing

**5.2.3** The 211 Service Provider also gives first priority to services for people who may experience barriers to service because of:

- language spoken
- ethno cultural group
- age including risk factors associated with infants, children, youth or seniors
- low income, unemployment or lack of education or literacy
- physical, mental or developmental disabilities
- homelessness or social isolation
- immigration or refugee status
- fear of violence

**5.2.4** The 211 Service Provider gives second priority to the quality of life services. Collection of this information depends on staff resources, agreements with other agencies to facilitate their unique community

information referral needs, and the ability of other agencies to collect and disseminate information. Rather than collecting comprehensive information in second-priority areas, the 211 Database may include information about representative or umbrella groups, or refer to other telephone or Internet-based services. Second priority services include:

- education
- recreation and sports
- arts, culture and heritage
- hobby and interest
- environment
- peace and disarmament
- international development
- commercial assistance

### **5.3 Location and Area Served**

**5.3.1** A service must be available to all or part of the population of South West Ontario region, unless it falls into one of the exceptions listed.

**5.3.2** When a service has a local branch as well as a regional, provincial or national office in the South West Ontario region, all branches located in the service area may be listed. Provincial or national offices outside the service area may also be listed if they provide essential services not available at the local branches. Services outside Canada will be included only if providing a unique service.

### **5.4 Eligibility for Services**

**5.4.1** Services must be available to the community-at-large. Organizations that provide services only to their own members are excluded, unless membership is available to the community at large through membership fees (as opposed to service fees) which are minimal or on a sliding scale. Associations of human service professionals whose purpose is to serve the community, may be included, even if services are only to their own members.

### **5.5 Stability**

**5.5.1** Organizations that demonstrate stability in providing services will be included. Stability is evaluated by many factors, including length of time in existence, the existence of permanent or defined staff, a permanent office, an established and secure funding base or the support of an established parent organization, and/or registered charitable status. Exceptions may be made in emerging or under-funded service areas.

**5.5.2** The criteria for self-help groups may vary. They may be included if they have been in existence for at least a year and there is a regular contact person even if they do not meet all the above requirements.

### **5.6 Accessibility**

**5.6.1** A service should be accessible to the public either in person, by telephone or by mail, including e-mail.

### **5.7 Exclusion**

**5.7.1** The 211 Database shall exclude organizations or programs that:

- Have engaged in fraud, and misrepresentation, discrimination, spreading hatred or criminal activity or have contravened the Ontario Human Rights Code or the Canadian Charter of Rights
- Have serious complaints lodged against them with any regulatory body
- Are not licensed in area where licensing standards exist (e.g. private home health care)
- Have not provided updated information to the 211 Service Provider or Data Partner after repeated requests for such information
- Organizations that do not expressly meet the Inclusion Policy

**6 REVIEW PROCESS**

This policy will be subject to a complete review every two years from the date of approval.

**7 APPROVALS**

Date: September 1, 2010

Jennifer Tanner  
Call Centre Manager (A), City of Windsor

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**DRAFT**

