

**777 Applicants' Questions regarding the City of Toronto's Progress Report dated May 25, 2020
Pursuant to the terms of the Interim Settlement Agreement dated May 15, 2020
- May 28, 2020 -**

The terms "Physical Distancing Standards", "Shelter System," "Beds", and "Clients" are intended to refer to the defined terms as set out in the Interim Settlement dated May 15, 2020.

SSHA Directive 2020-01hn

We have become aware of the issuance by SSHA of Directive 2020-01 (version updated May 25, 2020, copy attached as Appendix A). Directive 2020-01 revises section 9.3.1(e) of the Toronto Shelter Standards and section 7.3.1(i) of the 24-Hour Respite Site Standards to require of lateral separation of "at least 2.0 m. (6.0 ft.)" between beds or resting spaces.

Under paragraph 1(d) of the Interim Settlement Agreement, Physical Distancing Standards is defined as "(a) lateral separation of at least 2 metres between beds or alternative sleeping arrangements; and (b) no use of the upper bunks of bunk beds". Under paragraph 2(a) of the Interim Settlement Agreement, the City has committed to "use best efforts... to achieve without delay and thereafter sustain Physical Distancing Standards in the Shelter System".

Two metres is equal to approximately 6 feet and 6.74 inches, or 6.56 feet.

It is the position of the Applicants that a lateral separation of only 6.0 ft between Beds, which would appear to be permitted by the terms of Directive 2020-01, would not constitute compliance with the terms of the Interim Settlement Agreement.

1. Please advise of the instructions and survey that have been provided to shelter providers regarding the required lateral separation between Beds. In particular, please advise whether shelter providers have been instructed to ensure lateral separation of at least 2.0 m. between Beds, or whether they have been instructed that a lateral separation of 6.0 feet between Beds, or of "2.0 m (6.0 ft.)" is sufficient.

2. Please advise of the instructions that have been provided SSHA Quality Assurance Staff regarding the required lateral separation between Beds. In particular, please advise whether SSHA Quality Assurance Staff have been instructed to ensure lateral separation of at least 2.0 m. between Beds, or whether they have been instructed that a lateral separation of 6.0 feet between Beds, or of "2.0 m (6.0 ft.)" is sufficient.

1 and 2 - Answer: Directive 2020-01 was issued based on the guidance from the Ontario Ministry of Health for shelter settings. Subsequent to the issuance of that Directive, the Ministry posted updated guidance that removed the reference to 6ft between beds. SSHA is updating the Directive to reflect this new guidance. Regardless, as we have explained to you, the SSHA QA Team, has been and continues to verify physical distancing by measuring 2m of lateral space between beds or cots and this continues to be the standard by which SSHA measures compliance with physical distancing. We have written to you already on this issue.

Explanations concerning Delays in Achieving Plans as Described in May 19 Progress Report

*In respect of **Youth Without Shelter**, the May 19 Progress Report stated "Plan: Working with the shelter provider to identify solutions that meet the unique needs of youth in this program", with anticipated date of May 24. The May 25 Progress Report now indicates "TBD" as the anticipated date for Youth Without Shelter, with explanation "Plan: Conversations with the shelter provider are ongoing to identify solutions that meet the unique needs of vulnerable youth in this program." The explanation provided in the May 25 Progress Report for why the prior anticipated date was not achieved is "SSHA continues to work with the service provider to identify solutions that will meet the unique needs of the vulnerable youth in this program."*

3. It is the Applicants' position that the explanation provided in the May 25 Progress Report in respect of Youth Without Shelter is not sufficient in light of the requirement set out in paragraphs 5(e) and 5(f) of the Interim Settlement Agreement and the City's overarching obligation to make best efforts to achieve compliance with Physical Distancing Standards. Please provide a reasonably detailed explanation of why the plans and anticipated dates set out in the May 19 Progress Report in respect of this site were not achieved as planned, and of the City's current plans to achieve without delay compliance with Physical Distancing Standards at this site. In particular, please include explanation as to what plan had been identified for this site with anticipated date of May 24 (as described in the May 19 Progress Report), what has occurred in respect of this plan to cause there to be no anticipated date for this site in the May 25 Progress Report, and what steps are now being planned in respect of this site to ensure compliance with Physical Distancing Standards is achieved without delay.

4. Please advise of the number of residents at Youth Without Shelter, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

3. Answer: The needs of these youth are distinct and the provider determined based on their expertise and knowledge of the clients in their program that movement of these youth to unfamiliar hotel locations, disconnected from their existing support networks would pose a significant risk to their well-being. In and around May 25 it was determined that the target capacity would be reduced shortly because some of the youths were scheduled to transition to housing in early June. It was determined that it was safer for the clients to remain in the existing shelter until those moves occurred. As stated in our June 1 Progress Report, SSHA and the shelter have assisted the remaining youth to transition to secure housing with move-ins in early June and anticipates meeting physical distancing once those moves are completed.

4. Answer: As set out in the answer to the questions from the May 19 Progress Report, this is a not a question that arises from the Progress Report.

*In respect of **Horizons for Youth**, the May 19 Progress Report stated "Plan: Working with the shelter provider to identify solutions that meet the unique needs of youth in this program", with anticipated date of May 24. The May 25 Progress Report now indicates "TBD" as the anticipated date for Horizons for Youth, with explanation "Plan: Conversations with the shelter provider are ongoing to identify solutions that meet the unique needs of vulnerable youth in this program." The explanation provided in the May 25 Progress Report for why the prior anticipated date was not achieved is "SSHA continues to work with the service provider to identify solutions that will meet the unique needs of the vulnerable youth in this program."*

5. It is the Applicants' position that the explanation provided in the May 25 Progress Report in respect of Horizons for Youth is not sufficient in light of the requirement set out in paragraphs 5(e) and 5(f) of the Interim Settlement Agreement and the City's overarching obligation to make best efforts to achieve compliance with Physical Distancing Standards. Please provide a reasonably detailed explanation of why the plans and anticipated dates set out in the May 19 Progress Report in respect of this site were not achieved as planned, and of the City's current plans to achieve without delay compliance with Physical Distancing Standards at this site. In particular, please include explanation as to what plan had been identified for this site with anticipated date of May 24 (as described in the May 19 Progress Report), what has occurred in respect of this plan to cause there to be no anticipated date for this site in the May 25 Progress Report, and what steps are now being planned in respect of this site to ensure compliance with Physical Distancing Standards is achieved without delay.

6. Please advise of the number of residents at Horizons for Youth, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

5. Answer: The needs of these youth are distinct, and the service provider has determined based on their expertise and knowledge of their clients' support needs, that relocating clients to an unfamiliar location disconnected from existing support networks would pose a significant risk.

At this time, available space to relocate these youths is being identified.

Additional mitigation strategies have been implemented at the site while alternative arrangements are underway, including use of curtains to provide a barrier between sleeping spaces and head to toe sleeping arrangements which provide 8.5 feet distance diagonally between heads. These strategies are consistent with the guidance issued by Ontario Ministry of Health, which suggest head to toe sleeping arrangements and the use of temporary barriers.

6. Answer: See answer to question 4 above.

In respect of Salvation Army – Gateway, the May 19 Progress Report indicated that relocation of 7 clients was required to achieve the identified target capacity, and that this relocation was anticipated to occur by May 24. The May 25 Progress Report indicates that 5 clients remain to be relocated, and that this is now anticipated to occur by June 1. The explanation for this delay provided in the May 25 Progress Report is “The site has been secured and Clients have been moving each day. There are 5 Clients remaining to be moved.”

7. It is the Applicants' position that the explanation provided in the May 25 Progress Report in respect of Salvation Army – Gateway is not sufficient in light of the requirements set out in paragraphs 5(e) and 5(f) of the Interim Settlement Agreement and the City's overarching obligation to make best efforts to achieve compliance with Physical Distancing Standards. Please provide a reasonably detailed explanation of why the plans and anticipated dates set out in the May 19 Progress Report in respect of this site were not achieved as planned. In particular, please include explanation of why the five Clients who remain to be moved from Salvation Army – Gateway were not in fact moved by May 24 and please identify the causes of this delay.

8. Please advise of the number of residents at Salvation Army – Gateway, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

7. Answer: As indicated in the June 1 Progress Report, the remaining clients have now been relocated. Over 100 clients were moved between May 19 and May 25. The service provider anticipated moving all clients by May 25 but 5 clients were not moved until May 28/29. The clients were moved as quickly as possible given the available staffing resources and transportation supports available to ensure the moves were done in a way the respected client dignity and safety.

8. Answer: See answer to question 4 above.

*In respect of **Salvation Army – Islington Seniors’ Shelter**, the May 19 Progress Report stated “Plan: Working with the shelter provider to identify solutions that meet the unique needs of seniors in this program”, with anticipated date of May 24. The May 25 Progress Report now indicates June 1 as the anticipated date for Salvation Army – Islington, with the plan unchanged (“Plan: Working with the shelter provider to identify solutions that meet the unique needs of seniors in this program”). The explanation provided in the May 25 Progress Report for why the prior anticipated date was not achieved is “SSHA continues to work with the service provider to identify solutions that will meet the unique needs of the vulnerable seniors in this program.”*

9. It is the Applicants’ position that the explanation provided in the May 25 Progress Report in respect of Salvation Army – Islington Seniors’ Shelter is not sufficient in light of the requirements set out in paragraphs 5(e) and 5(f) of the Interim Settlement Agreement and the City’s overarching obligation to make best efforts to achieve compliance with Physical Distancing Standards. Please provide a reasonably detailed explanation of why the plans and anticipated dates set out in the May 19 Progress Report in respect of this site were not achieved as planned, and of the City’s current plans to achieve without delay compliance with Physical Distancing Standards at this site. In particular, please include explanation as to what plan had been identified for this site with anticipated date of May 24 (as described in the May 19 Progress Report), what has occurred in respect of this plan to cause the anticipated date for this site to be extended to June 1 in the May 25 Progress Report, and what steps are now being planned in respect of this site to ensure compliance with Physical Distancing Standards is achieved without delay.

10. Please advise of the number of residents at Salvation Army – Islington Seniors’ Shelter, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

9. Answer: This program involved vulnerable seniors who required the right staffing supports in place before they could be moved. Once the service provider had these supports in place, 15 clients were moved to the new location. It was anticipated that they would be moved by May 25, but due to the number of clients the provider had to move that week as noted in answer to question 7 above, these specific clients were not moved until May 28/29. As indicated in the June 1 Progress Report, the remaining clients have now been relocated.

10. Answer: See answer to question 4 above.

*In respect of **Cornerstone Place**, the May 19 Progress Report indicated that relocation of 9 clients was required to achieve the identified target capacity, and that this relocation was anticipated to occur by May 24. The May 25 Progress Report indicates that 5 clients remain to be relocated, and that this is now anticipated to occur by June 1. The explanation for this delay provided in the May 25 Progress Report is “Clients will be identified for referral to available hotel spaces. Staffing supports are being secured to be able to activate additional hotel capacity” and “Staffing support for the remaining 5 Clients is being secured”.*

11. Please advise of the nature of the staffing support that is required to be able to activate additional hotel capacity to accommodate the remaining 5 Clients from Cornerstone Place, who is to provide this staffing support (SSHA, Cornerstone Place or some other provider), and why this staffing support could not be secured by the anticipated date of May 24 that had been identified in the May 19 Progress Report.

12. Please advise of the number of residents at Cornerstone Place, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an

alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

11. Answer: Initially the planned moves were to hotel locations where sufficient staffing supports already existed. This was reflected in the May 19 Progress Report. When spaces were not available, activation of additional hotel spaces were considered, but this required staffing supports to be put into place for these additional spaces. This is reflected in the May 25 Progress Report. After that Report, spaces in existing hotels with staffing supports already in place became available. The remaining clients were ready to move to those spaces, but there was a delay due to a potential positive case identified at the target hotel and need for guidance from TPH about appropriateness of admission of new clients to the site.

SSHA was provided with approval to move the remaining clients to the hotel site on June 1 and the moves have now been completed.

12. Answer: See answer to question 4 above.

In respect of St. Felix (25 Augusta and 69 Fraser sites), the May 19 Progress Report indicated “A site has been secured to move clients from both St. Felix respite sites to meet physical distancing. Required renovations to ensure the site meets all requirements are underway and the site should be ready by early next week.” In the May 25 Progress Report, the anticipated date for relocation is now June 1, and the explanation provided for the delay is “Unexpected additional repairs and shortage of trades has delayed moved by a week”. According to City’s outbreak report dated May 25, 2020, there are now known outbreaks at both of the St. Felix sites; one outbreak arose on April 24, 2020 and the second arose on May 22, 2020.

13. Please explain why the City continues to await the availability of this new site that requires renovations in order to accommodate the Clients that must be moved to achieve compliance Physical Distancing Standards at the two St. Felix sites. In particular, please explain why the City has not moving the 32 Clients (or some portion of them) to Beds that are more immediately available, such as vacant hotel rooms within hotel sites that had already been secured by City or Beds within other Shelter System sites that were not operating at target capacity.

14. Please advise of the number of residents at the 25 Augusta Ave. Felix site, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

15. Please advise of the number of residents at the 69 Fraser Ave. Felix site, as of May 24, that had been identified through the risk stratification CARE program as requiring minimum support in the context of relocation to an alternative site. If this site had one or more residents as of May 24, 2020 that had been identified as requiring minimum support, please explain why these residents had not been relocated to an alternative site prior to that date, so as to enable compliance with Physical Distancing Standards to be achieved more rapidly.

13. Answer: This explanation was provided in the answers to question from the May 19 Progress Report. The site has now been activated and St. Felix is setting it up in preparation to begin moving clients.

14. Answer: See answer to question 4 above.

15. Answer: See answer to question 4 above.

Revised Target Capacity Figures Reported in May 25 Progress Report for Certain Sites

*In respect of **COSTI Reception Ctr CITY Program, Dixon Hall Schoolhouse, Eva's Phoenix and YouthLink**, the May 25 Progress Report states that either the Provider, or a Quality Assurance visit by SSHA, has confirmed a revised target capacity that is different from the target capacity stated in the May 19 Progress Report.*

16. As set out in question 3 of the Applicants' questions in respect of the May 19 Progress Report, please explain how the new target capacities for the above sites were determined by either the Provider or SSHA.

16. Answer: The QA team has been to all four of these sites and has verified that the revised target capacities meets the 2m physical distancing requirement by measuring 2m edge to edge between beds or cots.

In some sites, the service provider has identified other locations within their facility or program where beds can be accommodated, therefore maintaining more spaces than the original target capacity, while still meeting physical distancing requirements. As we have explained, the original target capacities were based upon the floor space of the existing sleeping areas and did not account for additional space that may be made available by the service provider.

*In respect of **COSTI Reception Ctr CITY Program**, the May 19 Progress Report reported a target capacity of 8. The May 25 Progress Report indicates "Provider has confirmed revised target capacity of 11 meets physical distancing. No further client moves are required."*

*According to the spreadsheets of room dimensions provided by the City on May 7 (Appendix C to the Applicants' questions in respect of the May 19 Progress Report) the sleeping arrangements at the **COSTI Reception Ctr CITY Program** consist of 8 separate rooms.*

17. Please advise what information was provided by the provider that enables the City to confirm that 11 Clients may be accommodated within this site while meeting Physical Distancing Standards.

18. Please advise what if any steps have been taken by the City to confirm that the revised target capacity of 11 confirmed by the provider can be implemented while ensuring lateral distancing of at least 2.0 metres between Beds, as required under the Interim Settlement Agreement. In the event that the instructions provided by SSHA to the provider referred to a requirement of "at least 2.0 m. (6.0 ft.)" spacing between beds, please advise what if any steps have been taken by the City to ensure that the revised target capacity of 11 confirmed by the provider can in fact be implemented in a manner that complies with the 2.0 m requirement set by the Interim Settlement Agreement.

17 and 18. Answer – As set out in the answer to 16 above, the QA Team has verified that the revised capacity meets physical distancing. Additional space was made available by the service provider.

*In respect of **Dixon Hall – Schoolhouse**, the May 19 Progress Report reported a target capacity of 26. The May 25 Progress Report indicates "QA visit has confirmed revised target capacity of 29 beds meets physical distancing standards. No further client moves required."*

According to the spreadsheets of room dimensions provided by the City on May 7 (Appendix B to the Applicants' questions in respect of the May 19 Progress Report) the sleeping arrangements at Dixon Hall – Schoolhouse consist of 3 separate rooms, with the following dimensions: 19'x25', 24'x33', and 25'x30'.

19. Please advise what if any steps have been taken by the City to confirm that the revised target capacity of 11 confirmed by the provider can be implemented while ensuring lateral distancing of at least 2.0 metres between Beds, as required under the Interim Settlement Agreement. In the event that the instructions provided by SSHA to the provider referred to a requirement of “at least 2.0 m. (6.0 ft.)” spacing between beds, please advise what if any steps have been taken by the City to ensure that the revised target capacity of 11 confirmed by the provider can in fact be implemented in a manner that complies with the 2.0 m requirement set by the Interim Settlement Agreement.

20. What are the dimensions of the beds in use at Dixon Hall – Schoolhouse?

21. Based on the room dimensions for this site provided in the May 7 spreadsheets, and assuming that the beds in use are standard twin beds (39”x75”), the Applicants query how 29 Beds could possibly be accommodated in the three rooms at this site in a manner that complies with Physical Distancing Standards. Please explain how the City has concluded that 29 beds can be accommodated within these three rooms, while ensuring compliance with Physical Distancing Standards.

19, 20 and 21. – Answer: As set out in the answer to 16 above, the QA Team has verified that the revised capacity meets physical distancing. Additional space was made available by the service provider.

*In respect of **Youthlink**, the May 19 Progress Report reported a target capacity of 39. The May 25 Progress Report indicates “Provider has confirmed revised capacity target of 43 beds meets physical distancing standards. No further client moves required.”*

According to the spreadsheets of room dimensions provided by the City on May 7 (Appendix E to the Applicants' questions in respect of the May 19 Progress Report) the sleeping arrangements at Youthlink consist of 38 separate rooms. The dimensions of these rooms were not provided in the May 7 spreadsheet.

22. Please advise what information was provided by the provider that enables the City to confirm that 43 Clients may be accommodated within this site while meeting Physical Distancing Standards.

23. Please advise what if any steps have been taken by the City to confirm that the revised target capacity of 43 confirmed by the provider can be implemented while ensuring lateral distancing of at least 2.0 metres between Beds, as required under the Interim Settlement Agreement. In the event that the instructions provided by SSHA to the provider referred to a requirement of “at least 2.0 m. (6.0 ft.)” spacing between beds, please advise what if any steps have been taken by the City to ensure that the revised target capacity of 43 confirmed by the provider can in fact be implemented in a manner that complies with the 2.0 m requirement set by the Interim Settlement Agreement.

22 and 23. As set out in the answer to 16 above, the QA team has confirmed that the revised capacity meets physical distancing. Additional space was made available by the service provider.

*In respect of **Street Haven**, the May 19 Progress Report reported a target capacity of 39 and occupancy of 39. The May 25 Progress Report reports a target capacity of 40 and occupancy of 40. No explanation has been provided for this change in the target capacity of this site.*

According to the spreadsheets of room dimensions provided by the City on May 7 (Appendix D to the Applicants' questions in respect of the May 19 Progress Report) the sleeping arrangements at Street Haven

consist of 12 separate rooms, with the following dimensions: 15'x9', 15'x8.8', 14.8'x32.8', 16'x15.2', 12.8'x15.4', 9'x6.9', 11.7'x14.8', 14.5'x14.6', 10.8'x11.5', 11.4'x9.9', 17.7'x13.7', and 12'x16.7'.

24. Please explain the reason for the change in the target capacity for Street Haven, as between the May 19 and May 25 Progress Reports.

25. What are the dimensions of the beds in use at Street Haven?

26. Based on the room dimensions for this site provided in the May 7 spreadsheets, and assuming that the beds in use are standard twin beds (39"x75"), the Applicants query how 39 or 40 Beds could possibly be accommodated in the 12 rooms at this site in a manner that complies with Physical Distancing Standards. Please explain how the City has concluded that 39 or 40 beds can be accommodated within these 12 rooms, while ensuring compliance with Physical Distancing Standards.

24, 25 and 26 – Answer: The target capacity in the May 19 report of 39 is not accurate. The target capacity for this site is 40. As set out in the answer to 16 above, the QA Team has verified that the revised capacity meets physical distancing. Additional space has been made available by the provider.

Salvation Army – Evangeline Residence

The May 25 Progress Report asserts, in respect of Salvation Army – Evangeline Residence that “[a]s per clause 1(e) [of the Interim Settlement Agreement] this facility experienced a minor non-compliance of a transient nature and SSHA is working with the provider to ensure compliance is maintained”. The May 25 Progress Report indicates that as of May 24, the occupancy of Evangeline Residence was 82, whereas its target capacity is 80. The May 19 Progress Report indicated that as of May 18, the occupancy of Evangeline Residence was 65.

27. Please advise when this shelter fell out of compliance with its identified target capacity of 80 residents, and please explain what caused this to occur.

28. Please explain what steps SSHA and the provider are taking to ensure that compliance is restored and maintained, and please advise when SSHA anticipates that compliance will be achieved at this site.

27 and 28. Answer: The occupancy stated in the May 25 Report resulted from the discharge of a large number residents from the COVID-19 recovery site back to the shelter. This resulted in the shelter temporarily having an occupancy that exceeded the target capacity by 2 spaces. This was reduced back to 80. As indicated in the June 1 Progress Report, the site is now back in full compliance.

Capacities of Certain Elements of the Shelter System, as of May 24

The Applicants’ questions in respect of the May 19 Progress Report included questions regarding the capacities of the Streets to Homes Interim Housing Program and hotel locations, as of May 18: see questions 11, 12 and 13 in respect of the May 19 Progress Report.

29. In the event that the capacities of the Streets to Homes Interim Housing Program and/or the hotel locations secured by the City have changed as between May 18 and May 24, please provide updated answers (as of May 24) for questions 11, 12 and 13 submitted by the Applicants in respect of the May 19 Progress Report.

29. Answer: The number of units for Streets to Homes reported in the response to the May 19 questions remains the same. The answer provided in the response to May 19 questions regarding hotels remains the same.