

DATE OF MEETING January 15, 2024  
AUTHORED BY CHRISTY WOOD, MANAGER OF SOCIAL PLANNING  
**SUBJECT NANAIMO ACUTE RESPONSE TABLE**

## **OVERVIEW**

### **Purpose of Report**

To provide Council with an update on the Nanaimo Acute Response Table, and seek Council's endorsement to sign an Integrated Program Agreement with the Province of British Columbia as represented by the Minister of Public Safety and Solicitor General, Minister of Social Development and Poverty Reduction, and the Minister of Children and Family Development.

### **Recommendation**

That Council authorize the Mayor to enter into an Integrated Program Agreement with the Province of British Columbia, as represented by the Minister of Public Safety and Solicitor General, Minister of Social Development and Poverty Reduction, and the Minister of Children and Family Development to support the activities of the Nanaimo Acute Response Table, also known as the Situation Table.

## **BACKGROUND**

At the 2020-AUG-31 Regular Council Meeting, Council received a delegation from MLA Sheila Malcolmson sharing information about the Situation Table model and its use as a tool to address community safety and connect vulnerable people with services to prevent crime, crisis, and social disorder. In response to the delegation, Council passed the following motion:

*"That the City of Nanaimo organize a meeting for the Solicitor General Ministry staff to present the situation table model to the Nanaimo-based agencies and non-profits that might form Nanaimo's Situation Table; and that a letter of general support be provided for the concept of establishing a Situation Table in Nanaimo and any associated grant opportunities."*

On 2021-FEB-26, the Nanaimo RCMP submitted an application to the Province's Office of Crime Reduction and Gang Outreach for \$30,000 in funding to establish a Situation Table in Nanaimo. On 2021-MAR-11, the City of Nanaimo received \$30,000 to train new Situation Table members, acquire equipment and software required to facilitate meetings and collect data on risk factors, and to participate in an evaluation of the Situation Table activities and impacts.

A Situation Table is a multi-agency team that meets on a regular basis and is focused on addressing specific situations where the probability of a vulnerable individual or family experiencing harm is imminent, significant, and requires the support of multiple social service agencies to reduce such risks. A Situation Table supports vulnerable individuals or families that

meet a criteria referred as Acutely Elevated Risk (AER). The AER criteria must be met in order for the table to receive a referral and offer supports and services. The AER criteria includes:

- Significant community interest at stake;
- Probability of harm occurring;
- Significant risk of serious physical or mental harm to themselves or others; and,
- Requires support from more than one social agency to reduce risk factors.

Situation Tables assists front line staff from public safety, health, and social service sectors identify vulnerable people to share information, work collaboratively and rapidly to connect people to services before they experience a negative or traumatic event, for example, victimization, overdose, eviction, or criminalization. Unlike most reactive responses, the table provides collaborative interventions that are pre-emptive and supportive, with the aim of avoiding sanctions that would otherwise be more traumatic, negative, and/or life threatening for individuals or families.

## **DISCUSSION**

Nanaimo's Situation Table launched its first meeting on 2023-JAN-31. In June 2023, the Nanaimo Situation Table changed their name to the Nanaimo Acute Response Table (N-ART) to better reflect the table's activities. The N-ART has 21 agencies participating at the table and includes the following organizations:

- BGC Vancouver Island
- Canadian Mental Health Association – Mid Island Branch
- City of Nanaimo
- Community Living BC
- Connective Society
- Haven Society
- Island Crisis Care Society
- Island Health
- Kwumut Lelum Child and Family Services
- Ministry of Children and Family Development
- Ministry of Public Safety and Solicitor General
- Ministry of Poverty Reduction and Social Development
- Nanaimo and Area Resource Services for Families
- Nanaimo Association for Community Living
- Nanaimo Family Life Association
- Pacifica Housing Advisory Association
- Royal Canadian Mounted Police
- Nanaimo Ladysmith Public Schools
- Snuneymuxw First Nation
- Vancouver Island Mental Health Society
- Vancouver Island University

The N-ART is facilitated bi-weekly by two co-chairs, the City's Manager of Social Planning and a faculty member from Vancouver Island University's Criminology Department. The City's Community Policing Coordinator acts as the data recorder for each meeting. An average of eight hours weekly is provided by City Staff to support the activities of the table. In addition, the

City's Community Safety Officers attend the bi-weekly meetings, and where appropriate are involved in intervention activities. The City provides meeting space for the N-ART.

Between 2023-JAN-31 and 2023-DEC-31, the N-ART held 24 meetings and received 28 referrals. The most common risk factors for referrals include drug use, mental health issues, lack of or access to appropriate housing, alcohol use, and criminal involvement. Out of 28 referrals:

- 15 individuals were connected to services or personal supports, lowering their overall risks;
- Seven individuals were informed about services, however, were not yet connected to services or the risks were systemic in nature;
- Three referrals were closed due to relocation;
- Two referrals did not meet the AER criteria and were referred back to the originating agency to explore other options; and
- One referral remains open, meaning that the planning and delivery of supports and services is underway.

Eight referrals were for individuals ranging between the ages of 30 to 39, making it the highest age group referred, however there were 12 referrals that spanned over two age categories that involved individuals under the age of 25. 20 referrals were for individuals identifying as female, seven for males, and one for a family.

The following summary points provides some examples of the successes and challenges experienced thus far by the N-ART:

- *Nanaimo Acute Response Table – Successes*
  - Information Sharing: the ability to share information between service providers has provided better supports for individuals living with AER; allowing a more holistic approach to service provision to better reduce overall risks.
  - Ability to locate vulnerable individuals: many individuals living at risk are transient and hard to locate. Through collaboration between front line service providers and outreach teams, the N-ART is able to locate individuals allowing front line staff to offer supports and services to those who often fall through the gaps of service provision.
  - Community of practice: the N-ART has provided a forum for where innovative ideas are shared on how to provide supports and services more efficiently and effectively within limited capacity and resources. In addition, the N-ART meetings have become a supportive environment for front line professionals facing complex social issues.
- *Nanaimo Acute Response Table – Challenges*
  - Referrals: N-ART members acknowledge that there are many individuals living with AER however, due to limited capacity within organizations it can be challenging getting referrals to the table. Processes are being developed within organizations to increase the number of referrals.
  - Lack of capacity and resources: overall there is a lack of services to address the needs of individuals living with the most complex issues. Staffing shortages also make it challenging to respond to referrals in a timely manner.

- Lack of sustained funding from the Province: funds received from the Ministry of PSSG is a one time grant to support training costs, the purchasing of equipment to collect data, and any costs associated with participating in evaluation processes. Funds are not provided to cover Staff time required to facilitate the meetings, room rentals, or any other materials needed to coordinate the activities of the table.

### **Ministry of Public Safety and Solicitor General – Integrated Program Agreement**

Situation Tables are a joint mandate commitment between the Ministry of Public Safety and Solicitor General (PSSG) and the Ministry of Mental Health and Addictions. Staff from the Ministry of PSSG support the implementation of Situation Tables in BC by providing community outreach and engagement support, grant funding for training, the facilitation of a community of practice for all Situation Table Chairs in BC, and professional development and operational training. In addition, Ministry of PSSG staff provide administration support for privacy impact assessments and integrated program agreements, and host the risk tracking database used by each Situation Table. There are 33 Situation Tables operating in BC supported by the Ministry of PSSG.

The Integrated Program Agreement (IPA) administered by the Ministry of PSSG outlines the mandate and activities of the Situation Table, the requirement to adhere to AER in regards to the Freedom of Information and Protection of Privacy Regulation and the sharing of confidential information, and garners the commitment of agencies to participate in regular meetings and where appropriate, offer supports and services. Each IPA is created between the Ministry of PSSG and the community as tables become established. Staff from the Ministry of PSSG have initiated the IPA process with the N-ART and as the hosting municipality, the Ministry requires the City to be a signatory on the IPA. The IPA template is provided for Council's information as Attachment A.

There are no financial implications for the City should Council wish to proceed with the IPA for the N-ART, however approximately eight hours of Staff time weekly will be required to coordinate and facilitate the activities of the table for the duration of the IPA until 2031-MAY-01. The IPA may be terminated without penalty by any signing party by providing at least 90 days' written notice.

### **OPTIONS**

1. That Council authorize the Mayor to enter into a Integrated Program Agreement with the Province of British Columbia, as represented by the Minister of Public Safety and Solicitor General, Minister of Social Development and Poverty Reduction, and the Minister of Children and Family Development to support the activities of the Nanaimo Acute Response Table, also known as the Situation Table.
  - The advantages of this option: vulnerable individuals and families living with acutely elevated risk will have access to a multi-agency team that can intervene and connect them to services before experiencing a negative or traumatic event.
  - The disadvantages of this option: Staff time will be required to facilitate and coordinate the activities of the Nanaimo Acute Response Table until 2031-MAY-01.
  - Financial Implications: None.

2. That Council provide alternate direction. |

**SUMMARY POINTS**

- A Situation Table is a multi-agency team that meets on a regular basis and is focused on addressing specific situations where the probability of a vulnerable person or family experiencing harm is imminent, significant, and requires the support of multiple social service sectors to reduce such risks.
- Situation Tables assists front line staff from public safety, health, and social service sectors identify vulnerable people to share information, work collaboratively and rapidly to connect people to services before they experience a negative or traumatic event, for example, victimization, overdose, eviction, or criminalization.
- Nanaimo’s Situation Table, renamed in June 2023 as the Nanaimo Acute Response Table, has received 28 referrals between 2023-JAN-31 and 2023-DEC-31.

**ATTACHMENTS:**

ATTACHMENT A: Mobilization and Resiliency Table Integrated Program Agreement Template

**Submitted by:**

Christy Wood  
Manager, Social Planning |

**Concurrence by:**

Dave LaBerge  
Director, Public Safety

Richard Harding  
General Manager, Community Services /  
Deputy CAO  
|

# ATTACHMENT A

Community Name \_\_\_\_\_ **MOBILIZATION AND RESILIENCY TABLE INTEGRATED PROGRAM**

**AGREEMENT** Dated \_\_\_\_\_, 20 XX (the “Effective Date”)

BETWEEN:

His Majesty the King in right of British Columbia (the “Province”) as represented by the Minister of Public Safety and Solicitor General (“PSSG”), Minister of Social Development and Poverty Reduction (“SDPR”), and the Minister of Children and Family Development (“MCFD”)

AND:

[City of ‘x’ or Municipality of ‘x’]

AND

{Situation Table Partners, Including Acronym]

AND

{Situation Table Partners, Including Acronym]

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(each a “Party”, and collectively the “Parties”)

**WHEREAS:**

- A. The [Name of Situation Table (insert acronym here)] is a collaboration among diverse community sectors and agencies. Each of the Parties have a mandate to serve and support individuals and families who are experiencing challenges and may be at “acutely elevated risk” of harm. [Situation Table Name or acronym] works collectively by using each Party’s strengths and resources to better serve community residents, decrease risk, and prevent negative outcomes.
- B. All information provided to, collected by, delivered to or compiled by or on behalf of the Parties to this Agreement in the performance of their duties and responsibilities under this Agreement will be dealt with subject to and in accordance with applicable federal and provincial statutes.
- C. The Parties wish to document the terms and conditions of the information sharing related to [Situation Table Name or acronym] activities and meet the requirements for a common or integrated program or activity as set out in section 12 of the *Freedom of Information and Protection of Privacy Regulation* for the purpose of supporting multi-agency discussions assisting vulnerable persons known as situation tables.

**NOW THEREFORE**, the Parties agree as follows:

**1. TERMS AND INTERPRETATION**

1.1 In this Agreement:

- a) “**Acutely Elevated Risk**” means a person considered by the Parties during a [Situation Table Name or acronym] activities that has an urgent need to access Services based on an assessment of the following criteria:
  - i. whether a significant community interest is at stake;
  - ii. whether there is a probability of harm occurring to the person;
  - iii. whether a significant intensity of harm is likely if the person does not receive assistance; and
  - iv. whether the person faces a risk that is multidisciplinary in nature;

- b) **“Agreement”** means this integrated program agreement;
- c) **“ATIA”** means the *Access to Information Act* (Canada);
- d) **“Authorized Employees”** means the minimum number of employees necessary to carry out the Purposes set out in section 6.2;
- e) **“ [Situation Table Name or acronym] \_\_\_\_\_ ”** means the common or integrated program or activity established in accordance with section 12 of the *Freedom of Information and Protection of Privacy Regulation* for the municipality of Name \_\_\_\_\_ known as the Full Name of the Situation Table \_\_\_\_\_;
- f) **“Effective Date”** means the date referenced on page 1 of this Agreement;
- g) **“Employee”** has the meaning set out in Schedule 1 of FoIPPA, section 1 of PIPA or other privacy legislation, as applicable;
- h) **“FoIPPA”** means the *Freedom of Information and Protection of Privacy Act*;
- i) **“Four Filter Approach”** means the information sharing procedures set out in Schedule A relating to the Services and activities described in section 2;
- j) **“Incorporated Material”** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is provided by any of the Parties for incorporation into the Produced Material;
- k) **“Information Incident”** means a single or a series of unwanted or unexpected events that threaten privacy or information security, including a privacy breach or the collection, use, disclosure, access, disposal, or storage of information, whether accidental or deliberate, that is not authorized by the business owner of that information;
- l) **“Personal Information”** has the meaning set out in FoIPPA and includes the Personal Information set out in Appendix B of this Agreement;
- m) **“PIPA”** means the *Personal Information Protection Act*;
- n) **“Privacy Act”** means the *Privacy Act* (Canada);
- o) **“Produced Material”** means records, data, compilations of data and other material, whether complete or not, that are created as a result of this Agreement and includes the Incorporated Material;
- p) **“Received Material”** means records, data, compilations of data and other material, whether complete or not, that are provided by the Province to any of the other Parties as a result of this Agreement; and
- q) **“Services”** means the subset of [Situation Table Name or acronym] \_\_\_\_\_ activities described in section 2.1 aimed at supporting persons assessed as living with Acutely Elevated Risk.

1.2 The captions and headings contained in this Agreement are for convenience only and do not define the scope or intent of this Agreement.

1.3 The following Appendices are incorporated into and form an integral part of this Agreement:

- (a) Appendix A – Four Filter Approach
- (b) Appendix B - Types of Personal Information and Method of Disclosure
- (c) Appendix C – Contact Information
- (d) Appendix D – Form of amendment to add a Party

1.4 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;



- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) “attached” means attached to the Agreement when used in relation to a schedule;
- (d) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (e) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (f) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (g) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## **2. SERVICES AND ACTIVITIES**

2.1 The Parties agree to provide Services to persons living with Acutely Elevated Risk by participating in weekly multi-agency discussions known as situation tables and taking any necessary steps arising from these discussions, including but not limited to the following:

- (a) determining composite risk factors to assess whether a person is living with Acutely Elevated Risk;
- (b) discussing which Parties can provide Services that may assist the person as the lead and assisting agencies; and
- (c) planning a meeting with the person to offer resources available from the lead and assisting agencies.

2.2 Any Party can refer a person for multi-agency discussion described in section 2.1. When one Party refers a person for discussion, the other Parties will determine whether the person is living with Acutely Elevated Risk and share Personal Information in their custody and control about the person in accordance with a Four Filter Approach described at Appendix A.

2.3 The Parties will ensure the following activities occur in order to support delivery of the Services described in section 2.1:

- (a) identify a chairperson, co-chair, and data recorder for [Situation Table Name or acronym];
- (b) attend monthly conference calls known as Community of Practice discussions facilitated by PSSG, as represented by the chairperson for [Situation Table Name or acronym]; and
- (c) record and maintain the Personal Information collected, used and disclosed during each multi-agency discussion described in section 2.1.

## **3. KEY OBJECTIVES AND EXPECTED BENEFITS OR OUTCOMES**

3.1 The Parties agree that the expected benefits or outcomes of [Situation Table Name or acronym] are as follows:

	Key Objective	Expected Outcome
1.	To coordinate frontline professionals from public safety, health, and social services to plan and deliver in-person interventions to persons living with Acutely Elevated Risk.	Efficient and timely in-person interventions that take place within 48 hours of a multi-agency situation table discussion.
2.	To connect persons living with Acutely Elevate Risk and mitigate risk factors by offering community resources. The Tables serve vulnerable people who meet the criteria of acutely elevated risk.	Reducing the number of people living with Acutely Elevated Risk by mitigating the severity of individual risk factors. Increased overall community safety and wellness.

#### 4. INTELLECTUAL PROPERTY

- 4.1 As between the Parties, the Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that any of the Parties receive from the Province; and
  - (b) Produced Material, other than any Incorporated Material.
- 4.2 Upon the Province’s request, the Parties must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province’s favour any moral rights which the Parties, or employees of the Parties, may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 4.3 Upon any Incorporated Material being embedded or incorporated in the Produced Material, and to the extent that it remains so embedded or incorporated, the Parties hereby grant to the Province, during the Term and for the Purposes:
- (a) a non-exclusive, irrevocable, royalty-free, worldwide license to use, reproduce, modify, translate and create derivative works from each of the Parties’ Incorporated Material; and
  - (b) the right to sublicense to the other Parties the right to use and reproduce the Incorporated Material as contemplated by this Agreement.
- 4.4 Subject to section 4.5, the Province hereby grants a non-exclusive, irrevocable, royalty-free, worldwide sublicense to each of the Parties to use, reproduce, modify, publish, distribute, translate and create derivative works from any aggregated data or other de-identified information or materials derived from the Produced Material, including any Incorporated Material, (the “De-identified Data”) for the Purposes.
- 4.5 Each of the Parties’ sublicense under section 4.4 will become effective upon its request to the chairperson or co-chair for access to the De-identified Data and will be subject to any restrictions imposed by [Situation Table Name or acronym], the chairperson or the co-chair, or

applicable law or policy, at the time the De-identified Data is provided.

## 5. ROLES AND RESPONSIBILITIES

5.1 Each Party will:

- (a) assign their most suited professional to participate in the [Situation Table Name or acronym] meeting on a consistent basis;
- (b) assign a suitable, trained backup to participate in the [Situation Table Name or acronym] meeting, should the primary member be unavailable;
- (c) ensure only designated representatives attend [Situation Table Name or acronym] meetings unless prior approval of alternate representatives is obtained from [the table participants; and
- (d) ensure that their Authorized Employees are aware of the obligations under this Agreement.

5.2 [Insert 'City of x' or 'Municipality of' x] is responsible for participating in the Services and activities set out in section 2. In addition, the [Insert 'City of x' or 'Municipality of' x] is responsible for coordinating discussions described in section 2.1, including hosting meetings, and recording Personal Information described in section 2.3(c).

5.3 List all Situation Table Partners here - Acronyms are OK

List all Situation Table Partners here - Acronyms are OK

are responsible for participating in the Services and activities set out in section 2.

## 6. COLLECTION, USE AND DISCLOSURE OF INFORMATION

6.1 The Parties may collect, use, and disclose the types of Personal Information described in Appendix B.

6.2 The Parties may only collect, use, and disclose Personal Information for one or more of the following purposes (the "Purposes"):

- a) supporting community efforts to deliver effective, efficient risk-based interventions locally;
- b) protecting privacy rights by ensuring that Personal Information is stored and managed using a consistent, disciplined approach;
- c) using Personal Information to identify prevalent risks, systemic issues and trends in crime and victimization, as well as potential solutions;
- d) utilizing Personal Information to inform local and provincial decision-making and policy development; and
- e) promoting collaboration and risk-based approaches in order to support community safety and well-being planning.

6.3 The Parties acknowledge that the Personal Information will be collected or disclosed in accordance with the following legal authorities:

- (a) May be disclosed to each Party and thus collected indirectly by the List Public Bodies  
List Public Bodies, i.e. Health Authorities, Ministries, RCMP, Crown Corp.-Situation Table Partners  
List Public Bodies, i.e. Health Authorities, Ministries, RCMP, Crown Corp.-Situation Table Partners;

- (b) disclosed by the Insert all Parties listed in section 6.3 (a) here  
Insert all Parties listed in section 6.3 (a) here  
Insert all Parties listed in section 6.3 (a) here  
under sections 33(2)(d) or 33(2)(j) of FoIPPA;
- (c) collected by the RCMP under section 5 of the Privacy Act;
- (d) disclosed by the RCMP under section 8(2)(a) and 8(2)(f) of the Privacy Act;
- (e) collected by the List all Private Sector, NGO, business, and Non-profit organization  
List all Private Sector, NGO, business, and Non-profit organization  
List all Private Sector, NGO, business, and Non-profit organization  
List all Private Sector, NGO, business, and Non-profit organization  
under section 12(h) of PIPA; and
- (f) disclosed by the Listed in Section 6.3 (e) should be listed here too  
Listed in Section 6.3 (e) should be listed here too  
Listed in Section 6.3 (e) should be listed here too  
under section 18(o) of PIPA;

- 6.4 In this section 6.4 and section 6.5, “Confidential Information” means any information collected, created or compiled by a Party and identified in writing to be confidential by the Party providing the information but does not include information already in the public domain or information already in the possession of the Party to whom the information is provided.
- 6.5 The Parties acknowledge that as a result of this Agreement they may exchange Confidential Information and they will treat that Confidential Information as confidential and will not, without the prior consent of the party providing the information, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, that information, except insofar as that publication, release or disclosure is:
- a) necessary to enable the Party to fulfill its obligations under this Agreement; or
  - b) required by law or by a court of tribunal with competent jurisdiction.
- 6.6 If any Party receives an access to information request for records that were collected, created, or compiled in the performance of this Agreement, the Party that received the access to information request will notify and seek to consult with the other Parties as soon as practicable.
- 6.7 Consultations between the Parties in respect of an access to information request will be conducted in a timely manner with the understanding that consultations are constrained by time limits set out in applicable privacy legislation.
- 6.8 If records which were collected, created, or compiled in the performance of this Agreement are disclosed in response to an access to information request under applicable privacy legislation, the Party that received the access request will notify the other Parties in advance of any disclosure made in response to that request.
- 6.9 If a Party receives an access to information request for records that are exclusively in the custody or control of another Party, the Party receiving the request will instruct the requestor to

make the access request to the applicable Party under applicable privacy legislation.

## **7. AUTHORIZED EMPLOYEES**

7.1 Parties will restrict access to the Personal Information to Authorized Employees.

## **8. NO WARRANTY**

8.1 Parties will make all reasonable efforts to ensure that the Personal Information of an individual that is in its care or custody is accurate and complete.

8.2 Under this Agreement, all Personal Information is provided “as is” and without any representation, warranty or condition, express, implied or otherwise, regarding its accuracy, completeness, performance, non-infringement, or fitness for a particular purpose.

## **9. SECURITY**

9.1 Each Party will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.

9.2 Each Party will implement this Agreement in a manner comparable with the government of British Columbia’s Information Security Policy.

9.3 Each Party will advise the other Party immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize:

- a) the privacy of individuals; and
- b) the security of any computer system in its custody that is used to access the Personal Information.

## **10. COMPLIANCE MONITORING AND INVESTIGATIONS**

10.1 Each Party will record and monitor access to the Personal Information in its custody, in order to establish a chain of responsibility through the use of audit logs.

10.2 Each Party will investigate all reported cases of:

- a) unauthorized access to or modification of the Personal Information in its custody;
- b) unauthorized use of the Personal Information in its custody;
- c) unauthorized disclosure of the Personal Information in its custody;
- d) breaches of privacy or security with respect to the Personal Information in its custody or with respect to any computer system in its custody that is used to access the Personal Information.

- 10.3 Each Party will report to the other Party the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates.

## **11. RECORDS RETENTION AND DESTRUCTION**

- 11.1 Each Party will securely destroy any Personal Information received pursuant to this Agreement and all records in accordance with applicable laws. The method of destruction used must ensure that the Personal Information contained in the record or any portion of the Personal Information cannot be subsequently retrieved, accessed, or used by the Party or by any other person.

## **12. COMPLIANCE**

- 12.1 A Party will immediately notify all relevant Parties in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform all the relevant Parties of all steps that the Party proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

## **13. DISPUTE RESOLUTION PROCESS**

- 13.1 Any issue, matter of general concern, or dispute arising from this Agreement between the Parties will be a matter for consultation and resolution among the Parties.

## **14. TERM AND TERMINATION**

- 14.1 The term of this Agreement will commence on the Effective Date and will continue until May 1, 2031 unless terminated earlier in accordance with section 14.2.
- 14.2 At any time during the term of this Agreement, any Party may terminate this Agreement by providing at least 90 days' written notice, and that notice will specify the effective date of termination to the Parties.

## **15. NOTICES**

- 15.1 Any notice (including any request, approval or consent) from one Party to any other Party in connection with this Agreement must be in writing and will be deemed received by such other Party:
- a) on the date of delivery, if delivered personally or by pre-paid, recorded courier or equivalent postal delivery service;
  - b) on the fifth day of posting if mailed in Canada, unless there is a mail disruption in which case it must actually be received;
  - c) if emailed or transmitted by fax, in a form capable of being read without need to obtain new software, sent without an expiry date, forwarded and printed by the receiving party contact, and verified by written or automated receipt or electronic log,

- d) to the address and contact set out in Appendix C or such other address and contact as the Party has notified the other, provided that if deemed receipt is not within the hours of 0830 to 1630 in the place of receipt on a weekday that is not a statutory holiday for employees in the place of receipt, then when such hours next resume.

## **16. ADDING PARTIES TO THIS AGREEMENT**

- 16.1 If the Parties wish to add a party to this Agreement, the Parties will amend this Agreement in the form substantially set out in Appendix D.

## **17. GENERAL**

- 17.1 This Agreement is governed by, and is to be interpreted and construed in accordance with the laws applicable in British Columbia.
- 17.2 If a provision of this Agreement conflicts with a requirement of statute, including any regulation made under a statute, the conflicting provision of the Agreement will be inoperative to the extent of the conflict.
- 17.3 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 17.4 This Agreement may only be amended by written consent of the Parties. If Parties wish to amend this Agreement to add another party, the Parties will amend this Agreement in accordance with section 16.1.
- 17.5 This Agreement, and any document contemplated by this Agreement for execution, may be executed and delivered in one or more counterparts, which may be delivered by email and each executed and delivered counterpart will be deemed an original and all counterparts together will constitute one and the same document.
- 17.6 The sections of this Agreement that impose obligations on all Parties related to Personal Information will survive indefinitely and apply after the expiry or earlier termination of this Agreement.
- 17.7 A Party will immediately notify all other Parties of any change in its name, or any change in its organizational structure that may affect any processes, procedures or a Party's obligations under this Agreement in any manner.
- 17.8 No partnership, joint venture, agency or other legal entity or relationship will be created among any of the Parties, or will be deemed to be created, by this Agreement or any actions of the Parties pursuant to this Agreement.

AGREED by the Parties through their duly authorized signatories on the dates below.

**Signed on behalf of His Majesty the King in right of the Province of British Columbia as represented by the Minister of Public Safety and Solicitor General:**

_____	_____
Doug Scott	Date
Deputy Minister of Public Safety and Solicitor General	
Ministry of Public Safety and Solicitor General	

**Signed on behalf of His Majesty the King in right of the Province of British Columbia as represented by the Minister of the Ministry of Social Development and Poverty Reduction:**

_____	_____
David Galbraith	Date
Deputy Attorney General	
Ministry of Social Development and Poverty Reduction	

**Signed on behalf of His Majesty the King in right of the Province of British Columbia, as represented by the Minister of the Ministry of Children and Family Development:**

_____	_____
Allison Bond	Date
Deputy Minister	
Ministry of Children and Family Development	

**Signed on behalf of the Insert Health Authority Health Authority, as represented by its Executive Director :**

_____	_____
Name	Date
Executive Director	
Title	
Org Name	



Signed on behalf of the City or Municipality of name \_\_\_\_\_ as represented by the its Mayor:

\_\_\_\_\_  
\_\_\_\_\_  
Mayor's Name \_\_\_\_\_  
Mayor of \_\_\_\_\_ Date \_\_\_\_\_  
Name of City of Municipality \_\_\_\_\_

Signed on behalf of the Name of School District \_\_\_\_\_ School District XX \_\_\_\_\_, as represented by its Superintendent of Schools:

\_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent of Schools \_\_\_\_\_  
School District \_\_\_\_\_ School District XX \_\_\_\_\_

Signed on behalf of Name \_\_\_\_\_, as represented by the Head of the Police Department \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

Signed on behalf of the Situation Table Partner \_\_\_\_\_, as represented by Executive Director/CEO/President \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

Signed on behalf of the Situation Table Partner \_\_\_\_\_, as represented by  
Executive Director/CEO/President \_\_\_\_\_ :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

Signed on behalf of the Situation Table Partner \_\_\_\_\_, as represented  
by Executive Director/CEO/President \_\_\_\_\_ :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

Signed on behalf of the Situation Table Partner \_\_\_\_\_, as represented  
by Executive Director/CEO/President \_\_\_\_\_ :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

Signed on behalf of the Situation Table Partner \_\_\_\_\_, as represented  
by Executive Director/CEO/President \_\_\_\_\_ :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

Signed on behalf of the Situation Table Partner \_\_\_\_\_, as represented  
by Executive Director/CEO/President \_\_\_\_\_ :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

**Signed on behalf of the** Situation Table Partner, **as represented**  
**by** Executive Director/CEO/President :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

**Signed on behalf of the** Situation Table Partner, **as represented**  
**by** Executive Director/CEO/President :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

**Signed on behalf of the** Situation Table Partner, **as represented**  
**by** Executive Director/CEO/President :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

**Signed on behalf of the** Situation Table Partner, **as represented**  
**by** Executive Director/CEO/President :

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Organization \_\_\_\_\_

## Appendix A

### **FOUR FILTER APPROACH**

The criteria used to determine Acutely Elevated Risk (AER) are upheld through a four-filter approach. AER occurs when the following conditions are present:

- Significant community interests are at stake;
- Significant intensity of harm is predicted;
- Clear possibility of harm is evident; and
- There is a multi-disciplinary nature to the elevated risk.

**FILTER ONE (F1):** A participating agency determines if a specific client situation should be presented at the Situation Table. In order for an agency to bring a situation to the Table, they should first have exhausted options currently available within that originating agency, or available under existing bi-lateral collaborations, to meet the needs of the individual or family involved. Only if an agency is unable to meet the needs of their client unilaterally, and, if the evident risk factors extend beyond the scope of that agencies own services, then their Situation Table representative can bring the situation to the table.

**FILTER TWO (F2):** The second filter occurs at the next available Table meeting, where an agency that feels it has exhausted its means within its current capacity and mandate to address an individual's complex needs, introduces and carefully provides information (age cohort, gender, risk factors) to the other Table participants about the situation. During this process, the referring agency must identify the presenting risks which combine to deem, in their view, the situation as one of acutely-elevated risk.

It is in this second filter where the other Table participants will use their combined expertise and extensive experience in recognizing and evaluating risk levels, and will collectively decide whether the risk factors identified do indeed, or do not in their view, place the situation at a level of acutely-elevated risk. If the group decides that not enough criteria are met to propose the situation for further discussion at the Table, the originating agency will be encouraged to revisit their original support strategies, or, in some cases, work offline with another single agency in the community. However, when the Table participants collectively agree and determine that a situation is one of acutely-elevated risk, the situation will move forward to filter three.

**FILTER THREE (F3):** At the Situation Table meeting, basic identifiable information about the individual or family is shared. In F3 discussion, only enough personal information and the most basic, non-identifying details about the client's circumstances are shared, with the express purpose of identifying whether other agencies are already involved with the client, or in contrast, which agencies should be but are not yet involved. To help direct the discussion further, a "lead agency" is determined by the Table, based on the relevance of the highest priority risk factors to the mandate of the agency, or in some cases, based on the best established and trusted access that agency can provide. In addition, "assisting agencies" are also identified to help develop and execute an intervention. There will be no further discussion

at the actual Table surrounding this situation at this point, as it moves outside the Table for F4 planning limited to the actual service providers to be involved.

Only data introduced in F2, and the agencies who are to be involved as identified in F3, will be added to the Risk Tracking Database (RTD).

**FILTER FOUR (F4):** collaborative intervention planning and execution occurs, and it only occurs completely out of the view of other Table members. Once the Table meeting ends, the lead and assisting agencies will meet privately to discuss their options for building a solution. During their intervention planning, the F4 sub-group will identify the assets or supports in the community which may become critical in the sustainability of their collaborative intervention, and will coordinate and schedule an integrated meeting with the client(s) as soon as possible.

The designated lead agency reports back on the status of the situation to the Situation Table at the next Table meeting. The information provided as part of the report back is limited to identifying whether the risk has been mitigated or whether the situation is still AER. No other details are provided to the larger group.

Once all situations have been addressed through this process, the Situation Table meeting closes.

## Appendix B

### TYPES OF PERSONAL INFORMATION AND METHOD OF DISCLOSURE

Further to Section 6.1, the Parties may collect, use, and disclose the following types of Personal Information at the corresponding levels of the Four Filter Approach described in Appendix A:

1. at Filter 2 discussions:
  - age cohort;
  - gender; and
  - risk factors;
2. at Filter 3 discussions on a “need to know” basis:
  - name, address,
  - age, date of birth, gender, marital or family status;
  - relevant information pertaining to socio-economic factors and police information checks;
  - current health condition(s); and
  - participation or receipt of community services;
3. at Filter 4 discussions, which are discussions between only the relevant Parties identified as the lead and assisting agencies:
  - name, address,
  - age, date of birth, gender, marital or family status;
  - relevant information pertaining to socio-economic factors and police information checks;
  - current health condition(s);
  - participation or receipt of community services;
  - identifying number (i.e. court file number or police file number, symbol or other particular assigned to an individual);
  - outcomes relating to involvement in the judicial system;
  - photos for the purpose of identification;
  - court Order and Court conditions; and
  - relationship to others.
4. The Personal Information described in Section 1 of this Schedule B may be shared in person or by way of a secured method that is mutually agreed between the Parties.

**Appendix C**

**CONTACT INFORMATION**

Further to the notice and communication requirements under section 15, the address and contact for each of the Parties is found below:

**For SDPR:**

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For MCFD:**

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For PSSG:**

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For RCMP or Municipal Police Department \_\_\_\_\_ :**

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For City or Municipality of Name \_\_\_\_\_ :**

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For Name \_\_\_\_\_ School District XX \_\_\_\_\_ :**

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For** Health Authority \_\_\_\_\_ :

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For** Situation Table Partner \_\_\_\_\_ :

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**For** Situation Table Partner \_\_\_\_\_ :

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Phone number

**Appendix D**

**FORM OF AMENDMENT TO ADD A PARTY**

Form of agreement to be used to add a party for the purposes of section 16.1:

This **Amendment Agreement** made effective as of [Date \_\_\_\_\_].

**BETWEEN:**

New identified Party of the IPA

**WHEREAS:**

- A. The Parties entered into an integrated program agreement dated [Date of IPA \_\_\_\_\_] whereby the Parties set out terms and conditions of information sharing during multi-agency discussions assisting vulnerable persons known as situation tables and met the requirements for a common or integrated program or activity as set out in section 12 of *the Freedom of Information and Protection of Privacy Regulation* (the "Integrated Program Agreement").
- B. The Parties wish to amend the Integrated Program Agreement as set out in this Agreement.

**NOW, THEREFORE,** the Parties agree as follows:

- 1. Name of new party \_\_\_\_\_ has reviewed the Integrated Program Agreement and agrees to be bound by the terms and conditions as it applies to Parties.
- 2. *[Include only if new party is subject to FOIPPA]* The Name of new party \_\_\_\_\_ acknowledges it has submitted a privacy impact assessment to the Office of the Information and Privacy Commissioner of British Columbia with respect to amending the Integrated Program Agreement to add Name of new party \_\_\_\_\_ as a Party.
- 3. The Parties agree to amend the Integrated Program Agreement by adding Name of new party \_\_\_\_\_ as a Party.
- 4. *[Include amendment to Roles and Responsibilities section setting out the role and mandate of the new party]*.
- 5. The Parties agree to amend Appendix C (Contact Information) of the Integrated Program Agreement by adding the following:

**For** Situation Table Partner \_\_\_\_\_:

Name  
Title  
Agency  
Mailing address  
Email address  
Phone number

**AGREED** by the Parties through their duly authorized signatories on the date first above written.

END OF DOCUMENT

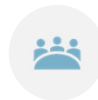
# Nanaimo Acute Response Table

*(Situation Table)*  
2024-JAN-15

## What is a Situation Table?



Comprised of front-line workers from various agencies and sectors



Meet bi-weekly



Share limited information on clients facing elevated levels of risk



Coordinate immediate interventions (within 24-48 hours)

## Nanaimo Acute Response Table

### Partners

- ✓ BGC Central Vancouver Island
- ✓ Canadian Mental Health Association – Mid Island
- ✓ City of Nanaimo
- ✓ Community Living BC
- ✓ Connective Society
- ✓ Haven Society
- ✓ Island Crisis Care Society
- ✓ Island Health
- ✓ Kwumut Lelum Child & Family Services
- ✓ Ministry of Children and Family Development
- ✓ Ministry of Public Safety and Solicitor General
- ✓ Ministry of Social Development and Poverty Reduction
- ✓ Nanaimo and Area Resource Services for Families
- ✓ Nanaimo Association for Community Living
- ✓ Nanaimo Family Life Association
- ✓ Pacifica Housing Advisory Association
- ✓ RCMP
- ✓ School District 68
- ✓ Snuneymuxw First Nation
- ✓ Vancouver Island Mental Health Society
- ✓ Vancouver Island University – Criminology Department

## Who does the Nanaimo Acute Response Table Serve?

### **People Living with *Acutely Elevated Risk*:**

- Significant community interest at stake that justifies the sharing of confidential information in order to mitigate risk;
- Probability of harm occurring;
- Significant risk of serious, physical or mental harm to themselves or others; and
- Requires support from more than one social agency to reduce risk factors.

## Referral Overview

<p>Total Discussions</p> <p>28</p>	Most Common Risk Factors
	Drugs – abuse/use by person – 26
	Mental Health – suspected and diagnosed – 23
	Housing – lack of / access to appropriate housing - 19
	Alcohol – abuse/use by person - 13
	Criminal Involvement – 13

Top 3 Reason of Closures	
Overall risk lowered - connected to services or personal supports	15
Still AER –Informed about services not yet connected / systemic issue	7
Other - Unable to locate/relocated	3

<p>Most Common Age Group Referred</p>	30-39
	8 files

Female
20 files

Male
7 files

## Successes & Challenges

### Successes

- Information sharing
- Ability to locate vulnerable individuals
- Community of practice for local front-line professionals



### Challenges

- Process for referrals
- Lack of capacity and resources
- Lack of sustained funding from the Province



## Nanaimo Acute Response Table- Provincial Supports



Community  
Outreach And  
Engagement



Funding For  
Training



Community Of  
Practice



Professional  
Development and  
Training



Admin Support  
(Privacy Impact  
Assessment/Integr  
ated Program  
Agreement)



Risk Tracking  
Database

## Nanaimo Acute Response Table – Questions?