



County Council

Meeting Date: June 14, 2022

Submitted by: Cindy Howard, GM of Finance and Community Services, and Joe Winsor, Manager Social Services

Subject: 2022 Approval for Middlesex Supports Programs

BACKGROUND:

From 1999 to 2008, the amount of National Child Benefit Supplement (NCBS) that was clawed back from the cheques of Ontario Works clients was used to support various programs to assist children in Middlesex County. The basic tenets of the NCBS reinvestment strategy, was to reduce the depth of child poverty and to help parents to re-attach to the work force. This changed in 2009. The Province ceased deducting NCBS from client's cheques, while at the same time created the Ontario Child Benefit (OCB). This came about as a result of removing the payment for the basic needs of children from the OW cheque and providing those funds through the OCB. This resulted in significant savings for municipalities, in the neighbourhood of \$112,000 net dollars for Middlesex.

All municipalities were directed to spend those savings on community programs similar to those covered under the NCBS reinvestment strategy. In 2009, the renewal of these programs commenced utilizing a fiscal year approach, so that the renewal became part of the annual budget process. The program has evolved since 2009 and over the years a few programs have changed and/or been added. For example, in 2019, with the EarlyOn Child and Family Centre program transferring to Middlesex County Library, the allocation from Middlesex Supports was allocated to support EarlyON Child and Family Centres.

All current contracts for our subsidized programs ended on March 31, 2022.

ANALYSIS:

The COVID-19 pandemic continued to have significant impact throughout Middlesex County. There is still interest from 6 core funder groups to continue to participate in

Middlesex Supports Programs; however, consistent with last year due to COVID-19 some programs may continue to be impacted including program delays and or cancellations.

Program description and requested costs are attached for review, along with the total number of children and families served in 2021-2022 and the projected number of children and families that will be served in the fiscal year ending March 31, 2023. In total 1023 children and 177 families were services in the 2021-2022 fiscal period. All programs continue to reach out to fill gaps in services for our youngest residents, and have enviable success rates in delivering those services.

The total amount requested is \$99,400 which is within the amount allotted and approved in the 2022 Social Services budget. The funded groups are required to report outcomes.

Funding will only be provided when the County has confirmation from the organizations that programs are operating and supporting County of Middlesex residents. The actual funds forwarded will be reduced if necessary by the timeframe programs are not being offered which is consistent with 2021.

For the program year 2021/2022, \$12,726.73 was not allocated as a result of programs not able to run due to the impacts of the Pandemic. In addition, The Western University Students' Council (USC), Early Outreach Conference was held virtually this year (2022) and USC have confirmed with the County they did not require the funding (\$5,000).

The County recognizes the importance of sports and recreation and the benefits for children and youth and allocating the \$17,726.73 towards these programs would be in line with the Middlesex Supports Program.

RECOMMENDATION:

THAT the \$17,726.73 amount that was not allocated be divided evenly (\$2,215.84) and provided to the eight lower tier Middlesex County municipalities to support children and youth in sports and/or recreation; and

THAT County Council approve the following financial support through the Middlesex Supports program with the knowledge that funding will not be provided until programs are actually operating for the following funders; and that the necessary by-laws authorizing the Warden and the Clerk to sign the agreements be prepared and forwarded to Council for approval:

Merrymount Family Support and Crisis Care

- Mutual Aid for Parenting Program - \$10,000

Family Services Thames Valley

- Counselling for children and families - \$64,900

Southwest Middlesex

- Can I Play Too? - \$6,500

Strathroy/Caradoc

- Can I Play Too? - \$10,000

Middlesex County Library

- Supporting Children's Healthy Development through the promotion of Early Literacy in the Home - \$2,500

Children's Aid Society

- Swim Passes - \$500

Attachments: SEE BELOW

Name of Program and area served	Program description	Number of children and families served in 2021-2022	Projected numbers of children and families served in 2022-2023 (projections are based on 2019-2020 year and may be adjusted due to the impact of COVID-19)	Funding Request 2022-2023
Middlesex County Library Supporting Children's Healthy Development through the promotion of Early Literacy in the Home throughout Middlesex County	This program encourages literacy in the home	500 Children/ Families	225 children 225 families	\$2,500
FAMILY SERVICES THAMES VALLEY Family Counselling Services (Parkhill, Strathroy, Lucan, Glencoe and Dorchester)	Family and credit counselling available to all low income families throughout Middlesex County	84 Children 119 Families	151 children 168 families	\$64,900
MERRYMOUNT CHILDREN'S SERVICES Strathroy Mutual Aid and Parenting Program	These are very vulnerable families with no community supports. They are usually young mothers who rely on the mentoring received to learn how to parent and increase their self-esteem and their self-sufficiency	36 Children 28 Families	285 children 214 families	\$10,000

MUNICIPALITY OF SOUTH-WEST MIDDLESEX "Can I Play Too?"	Registration costs for low income families so that all children may participate in municipally run sporting activities	6 Children 4 Families	27 children 16 families	\$6,500
MUNICIPALITY OF STRATHROY CARADOC "Can I Play Too?"	Registration costs for low income families so that all children may participate in municipally run sporting activities	34 Children 19 Families	60 children 45 families	\$10,000
CHILDREN'S AID SOCIETY Swim Passes	Swim passes for low income families	23 Children 7 Families	24 family passes 42 individual passes	\$500
THE WESTERN UNIVERSITY STUDENTS' COUNCIL (USC) Early Outreach Conference	<p>The Early Outreach Conference (REACH) is an annual USC initiative intended to introduce approximately 250 youth in London, Middlesex and the broader community to post-secondary education opportunities. This program recognizes that many students begin thinking about their future at an early age, and serves to provide them with the guidance, information, and tools necessary to support their decision-making process. Western collaborates with the City of London, Middlesex County, Thames Valley District School Board, Fanshawe College, and a diverse range of non-profit community organizations to ensure the conference addresses the various needs of students during this transitional time from middle-school to high school.</p> <p>Program was held virtually, funding from the County was no required.</p>	340 Children from London/ Middlesex		

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April, 2022.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and -

CHILDREN'S AID SOCIETY OF LONDON AND MIDDLESEX

which is operating as the Project Sponsor for the "Swim Pass"
program for the Aquatic Park in Strathroy

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families as per Appendix "A":

2. DEFINITIONS

Not applicable

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide agency incorporated under the laws of the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.
- 3.4 No additional services other than those described herein are contracted for

hereunder.

- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times. Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.
- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
- 5.4 All financial reports shall be submitted to the Director of Social Services or his designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the financial reports within 30 days will result in the withholding of any payments until such time as accounts are processed.
- 5.5 No payments shall be due or payable under this Agreement unless such payments meet funding and program requirement set by the Province of Ontario.

6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

- 10.1 This Agreement will commence April 1, 2022 and will expire on March 31, 2023.

11. TERMINATION

- 11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.
- 11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.
- 11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

12. PROGRAM REVIEW

- 12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

13. APPENDICES

- 13.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Fee Schedule

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at
the City of London, in the County of
Middlesex this 14th day of June, 2022

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Alison Warwick, Warden

Marci Ivanic, County Clerk

**CHILDREN’S AID SOCIETY OF LONDON
AND MIDDLESEX**

In the presence of:

Witness:_____

Per:_____

Witness:_____

Per:_____

APPENDIX C

Fee Schedule

Terms and Conditions:

The program is approved for services up to a maximum of FIVE HUNDRED (\$500.00) DOLLARS, subject to the submission of an annual report on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$500.00 upon execution of this contract by both parties subject to the timely receipt of the financial report as noted above as of September 30, 2022.

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April 2022

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and -

FAMILY SERVICE THAMES VALLEY

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families:
- (i) family counselling
 - (ii) debt counselling
 - (iii) personal counselling

2. DEFINITIONS

Not applicable

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide agency incorporated under the laws of the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.
- 3.4 No additional services other than those described herein are contracted for hereunder.

- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.
- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times.

Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.

- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
- 5.4 All financial reports shall be submitted to the Director of Social Services or his designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the financial reports within 30 days will result in the withholding of any payments until such time as accounts are processed.
- 5.5 No payments shall be due or payable under this Agreement unless such payments meet funding and program requirement set by the Province of Ontario.

6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.
- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save

harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

- 10.1 This Agreement will commence April 1, 2022 and will expire on March 31, 2023.

11. TERMINATION

- 11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.
- 11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.
- 11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

12. PROGRAM REVIEW

- 12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

13. APPENDICES

- 13.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Fee Schedule

SIGNED, SEALED AND DELIVERED at
the City of London, in the County of
Middlesex this 14th day of June, 2022

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Alison Warwick, Warden

Marci Ivanic, Clerk

FAMILY SERVICE THAMES VALLEY

In the presence of:

Witness:_____

Per:_____

Witness:_____

Per:_____

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved for personal and debt counselling services up to a maximum of SIXTY FOUR THOUSAND NINE HUNDRED (\$64,900.00) DOLLARS, subject to the submission of quarterly reports on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$12,980.00 upon execution of this contract by both parties;
- b) \$12,980.00 upon receipt of first quarterly report as above on June 30, 2022;
- c) \$12,980.00 upon receipt of second quarterly report as above on September 30, 2022;
- d) \$12,980.00 upon receipt of third quarterly report as above on December 31, 2022;
- e) \$12,980.00 upon receipt of last quarterly report as above on March 31, 2023.

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April 2022

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and -

MERRYMOUNT FAMILY SUPPORT AND CRISIS CARE

1064 Colborne Street
London, ON N6A 4B3

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families:
- (i) the opportunity for parents to build their confidence as parents;
 - (ii) to learn to cope with life stressors;
 - (iii) to increase their potential to overcome barriers typically faced by low income families.

2. DEFINITIONS

Not applicable

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide agency incorporated under the laws of the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.

- 3.4 No additional services other than those described herein are contracted for hereunder.
- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times. Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.
- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
- 5.4 All financial reports shall be submitted to the Director of Social Services or his designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the financial reports within 30 days will result in the withholding of any payments until such time as accounts are processed.
- 5.5 No payments shall be due or payable under this Agreement unless such payments meet funding and program requirement set by the Province of Ontario.

6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

10.1 This Agreement will commence April 1, 2022 and expire March 31, 2023.

11. TERMINATION

11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.

11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.

11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

12. PROGRAM REVIEW

12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

13. APPENDICES

13.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Fee Schedule

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at
the City of London, in the County of
Middlesex this 14th day of June, 2022

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

Alison Warwick, Warden

Marcy Ivanic, County Clerk

**MERRYMOUNT FAMILY SUPPORT &
CRISIS CENTRE**

In the presence of:

Witness: _____

Per: _____

Witness: _____

Per: _____

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved up to a maximum of TEN THOUSAND (\$10,000) DOLLARS, subject to the submission of quarterly reports on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$2,000 upon execution of this contract by both parties;
- b) \$2,000 upon receipt of first quarterly report as above on June 30, 2022;
- c) \$2,000 upon receipt of second quarterly report as above on September 30, 2022;
- d) \$2,000 upon receipt of third quarterly report as above on December 31, 2022;
- e) \$2,000 upon receipt of last quarterly report as above on March 31, 2023.

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April 2022.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and -

Middlesex County Library Board, which is operating as the
Project Sponsor for the "Early Literacy in the Home" program

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families as per Appendix "A":

2. DEFINITIONS

Not applicable

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide agency incorporated under the laws of the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.
- 3.4 No additional services other than those described herein are contracted for hereunder.

- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times. Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.
- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
- 5.4 All financial reports shall be submitted to the Director of Social Services or his designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the financial reports within 30 days will result in the withholding of any payments until such time as accounts are processed.
- 5.5 No payments shall be due or payable under this Agreement unless such payments meet funding and program requirement set by the Province of Ontario.

6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

- 10.1 This Agreement will commence April 1, 2022 and will expire on March 31, 2023.

11. TERMINATION

- 11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.
- 11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.
- 11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

12. PROGRAM REVIEW

- 12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

13. APPENDICES

- 13.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Fee Schedule

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at
the City of London, in the County of
Middlesex this 14th day of June, 2022

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Alison Warwick, Warden

Marci Ivanic, County Clerk

MIDDLESEX COUNTY LIBRAR BOARD

Jim Maudsley, Chair

Lindsay Brock, Director of Library Services

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved for services up to a maximum of THREE THOUSAND, NINE HUNDRED FIFTY ONE (\$3,951.00) DOLLARS, subject to the submission of quarterly reports on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$3,951.00 upon execution of this contract by both parties subject to the timely receipt of all four quarterly reports as noted above on June 30, 2022, September 30, 2022, December 31, 2022 and a final report on March 31, 2023.

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April 2022.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC operating the "Can I Play Too?" program

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families.

2. DEFINITIONS

Not applicable

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide agency incorporated under the laws of the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.
- 3.4 No additional services other than those described herein are contracted for hereunder.

- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times. Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.
- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
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6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

- 10.1 This Agreement will commence April 1, 2022 and will expire on March 31, 2023.

11. TERMINATION

- 11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.
- 11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.
- 11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

12. PROGRAM REVIEW

- 12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

13. APPENDICES

- 13.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Fee Schedule

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at the
City of London, in the County of Middlesex
This 14th day of June, 2022.

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Alison Warwick, Warden

Marci Ivanic, County Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF STRATHROY-
CARADOC**

Joanne Vanderheyden, Mayor

Fred Tranquilli, Clerk

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved for services up to a maximum of TEN THOUSAND (\$10,000) DOLLARS, subject to the submission of quarterly reports on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$2,000.00 upon execution of this contract by both parties;
- b) \$2,000.00 upon receipt of first quarterly report as above on June 30, 2022;
- c) \$2,000.00 upon receipt of second quarterly report as above on September 30, 2022;
- d) \$2,000.00 upon receipt of third quarterly report as above on December 31, 2022;
- e) \$2,000.00 upon receipt of last quarterly report as above on March 31, 2023.

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April 2022.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX
399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and –

**THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST
MIDDLESEX** operating the "Can I Play Too?" program

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families.

2. DEFINITIONS

Not applicable

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this agreement, shall be a bona fide agency incorporated under the laws of the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.

- 3.4 No additional services other than those described herein are contracted for hereunder.
- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times. Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.
- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
- 5.4 All financial reports shall be submitted to the Director of Social Services or his designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the financial reports within 30 days will result in the withholding of any payments until such time as accounts are processed.
- 5.5 No payments shall be due or payable under this Agreement unless such payments meet funding and program requirement set by the Province of Ontario.

6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

10.1 This Agreement will commence April 1, 2022 and will expire on March 31, 2023.

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11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.

11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

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12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

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Appendix A - Fee Schedule

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at the
City of London, in the County of Middlesex
This 14th day of June, 2022

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Alison Warwick, Warden

Marci Ivanic, County Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF SOUTHWEST
MIDDLESEX**

Allan Mayhew, Mayor

Jillian Bellchamber-Glazier, Clerk

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved for services up to a maximum of SIX THOUSAND FIVE HUNDRED (\$6,500) DOLLARS, subject to the submission of quarterly reports on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$1,300.00 upon execution of this contract by both parties;
- b) \$1,300.00 upon receipt of first quarterly report as above on June 30, 2022;
- c) \$1,300.00 upon receipt of second quarterly report as above on September 30, 2022;
- d) \$1,300.00 upon receipt of third quarterly report as above on December 31, 2022;
- e) \$1,300.00 upon receipt of last quarterly report as above on March 31, 2023.