

AGREEMENT TO SUPPORT TRANSITIONAL STAY PROGRAM
(the “**Agreement**”)

THIS AGREEMENT made this 11th day of October 2022

BETWEEN:

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**
(the “**County**”)

-and-

**CANADIAN MENTAL HEALTH ASSOCIATION THAMES VALLEY ADDICTION AND
MENTAL HEALTH SERVICES**
(the “**CMHA TVAMHS**”)

WHEREAS:

- (a) the Province of Ontario has established Social Services Relief Fund (herein called “**SSRF**”), which has been administered in three prior phases, to help a diverse range of vulnerable people, create longer-term housing solutions for people in need, and ensure that the housing and homelessness sector has the tools and support that they need to safely and successfully transition to recovery;
- (b) the current and fourth phase of the SSRF (“**SSRF Phase 5**”) has provided additional one time funding to enable continuation of vital supports and services that were established to address the impacts of COVID-19 on vulnerable Ontarians, which is being administered by the County;
- (c) CMHA TVAMHS is an integrated mental health and addiction agency providing community based supports and services to individuals aged 12 and up across Elgin, Middlesex and Oxford Counties;
- (d) the County has agreed to provide CMHA TVAMHS with a portion of SSRF Phase 5 funding money for use by CMHA TVAMHS solely for the program described in this Agreement; and
- (e) this Agreement contains the terms for the administration and the use of that portion of SSRF Phase 5 funding by CMHA TVAMHS.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise

requires, the following terms have the following meanings:

“Agreement” means this agreement, including all schedules, and all amendments or restatements as permitted;

“Business Day” means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

“Eligible Activities” means any reasonable activities necessary to complete the program as described in Article 2 of this Agreement.

“Funding” means the funding set forth in Article 2;

“Parties” means the County and the CMHA TVAMHS, and **“Party”** refers to any one of them;

ARTICLE 2 THE FUNDING

- 2.01 Funding Purpose 1. The County is providing a portion of SSRF Phase 5 funding to the CMHA TVAMHS for the purpose of providing support to homeless individuals with high acuity needs and who have been experiencing homelessness in the County in the last 18 months. This portion is allocated towards providing such individuals with a transitional living space in the Countryside Motel located at 3343 Egremont Drive, Strathroy, ON N7G 3H6, to find housing options within the community, identify needs for resources and supports, and to also set goals and get connected to appropriate services if needed (**“Transitional Stay Program”**);
- 2.02 Funding Purpose 2. The County is providing a portion of SSRF Phase 5 funding to the CMHA TVAMHS to hire a full time employee for a period of 6 months starting October 1, 2022 to provide support to the individuals selected for the Transitional Stay Program mentioned in Section 2.01.
- 2.03 Funding Amount 1. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of CMHA TVAMHS hereinafter set forth, the County agrees to contribute towards the Transitional Stay Program in Funding Purpose 1, a portion of the amount available from SSRF Phase 5 funding as the SSRF Phase 5 funds are being utilized for other ongoing programs at the County. An amount of \$117,500.00 shall be made available to CMHA TVAMHS for Funding Purpose 1.
- 2.04 Funding Amount 2. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of CMHA TVAMHS hereinafter set forth, the County agrees to contribute \$32,500.00 towards Funding Purpose 2.
- 2.05 Disbursement of Funding Amounts 1 and 2. The County shall disburse the Funding Amounts 1 and 2 by October 31, 2022.
- 2.06 Term. This Agreement shall continue in force until March 31, 2023 or whenever funding for Funding Purposes 1 and 2 is exhausted, whichever comes first; or until the Agreement has been terminated in accordance with Article 10.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03 and 2.04, the obligation of the County to disburse the funding amounts to CMHA TVAMHS is conditional upon CMHA TVAMHS satisfying the conditions set-out in this Agreement, to the satisfaction of the County, and in particular:
- (a) implementing the Transitional Stay Program to the satisfaction of the County.
 - (b) providing monthly reports on the progress of the Transitional Stay Program.
 - (c) informing the County when there is less than \$25,000.00 left for Funding Purpose 1.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The CMHA TVAMHS represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Transitional Stay Program;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Transitional Stay Program will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the CMHA TVAMHS is a party or by which it is bound, or violate any of the terms or provisions of the CMHA TVAMHS's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the CMHA TVAMHS; and
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the CMHA TVAMHS is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Transitional Stay program or its compliance with its obligations under this Agreement;

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless the County shall otherwise agree in writing, the CMHA TVAMHS covenants and agrees that it shall:
- (a) use the funding only for Eligible Activities relating to this Agreement;

- (b) carry out the Transitional Stay Program and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with applicable laws including but not limited to all labour, environmental, privacy, health and safety and human rights legislation applicable to this program;
- (c) carry out the Transitional Stay Program with due diligence and efficiency and in accordance with sound practices;
- (d) ensure that Transitional Stay Program is carried out in a fair, transparent and consistent manner and aligns with the intent and values of the program;
- (e) provide the County with prompt notice of any:
 - (i) material change to the Transitional Stay Program;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Transitional Stay Program or may materially and adversely affect the ability of the CMHA TVAMHS to perform its obligations under this Agreement;
- (f) comply with the County's reporting requirements which shall be conveyed to the CMHA TVAMHS as required or amended after signing of the Agreement; and
- (g) repay any amounts owed to the County, as determined by the County, within 30 days of receiving such notice by the County.

5.02 Negative Covenants. Unless the County shall otherwise agree in writing, the CMHA TVAMHS shall not:

- (a) use the funding for expenditures that are not Eligible Activities relating to this Agreement;
- (b) make any material changes to the Transitional Stay Program.

ARTICLE 6 INTELLECTUAL PROPERTY

6.01 Copyright in all reports, documents and deliverables prepared in connection with this Agreement by or on behalf of the CMHA TVAMHS will be the exclusive property of, and all ownership rights shall vest in the County.

ARTICLE 7 NO BRIBES

7.01 The CMHA TVAMHS guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity

in carrying out the Transitional Stay Program.

ARTICLE 8 AUDIT AND ACCESS

8.01 Audit and Access.

- (a) The County reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the CMHA TVAMHS in relation to the Transitional Stay Program. The CMHA TVAMHS agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The CMHA TVAMHS will submit to the County in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The CMHA TVAMHS shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Transitional Stay Program. The CMHA TVAMHS covenants and agrees that it shall keep all such books and records of the Transitional Stay Program until December 31, 2023.
- (c) Upon the County's request with reasonable prior notice thereto, the CMHA TVAMHS shall provide the County and its designated representatives with any documentation relating to the Transitional Stay Program for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.
- (d) The covenants, rights and obligations contained in this Article 8 shall survive the termination or expiry of this Agreement.

ARTICLE 9 CONFIDENTIALITY

9.01 Confidentiality.

- (a) The CMHA TVAMHS acknowledges that any or all information relation to the Transitional Stay Program, business and affairs of the County which are not a matter of public record are confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of County information is strictly prohibited. CMHA TVAMHS shall ensure that all County information remains secure at all times.
- (b) The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 ("**MFIPPA**"): On signing this agreement, both parties shall comply with all applicable laws, statutes, rules, and regulations respecting the collection, use and disclosure of confidential information, including but not limited to MFIPPA and each party, will use confidential information strictly for the purposes agreed in this Agreement.

ARTICLE 10 TERMINATION

10.01 Termination of the Agreement.

- (a) The County may terminate this Agreement:
 - (i) if the CMHA TVAMHS breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from the County of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as the County may reasonably provide the CMHA TVAMHS to remedy the breach, provided the CMHA TVAMHS has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the CMHA TVAMHS becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the CMHA TVAMHS;
 - (iii) if, in the County's sole discretion, the Transitional Stay Program cannot be completed as initially presented;
 - (iv) if the Funding Amounts 1 and 2 are exhausted prior to the deadlines anticipated in Article 2, the County can terminate and wind up the Transitional Stay Program with 7 days' written notice;
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

10.02 Effect of Termination. If this Agreement is terminated pursuant to Section 10.01, the CMHA TVAMHS may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Transitional Stay Program up to the effective date of termination; or
- (b) required to pay back to the County all or a portion of the funding amount that was disbursed by the County to the CMHA TVAMHS prior to the effective date of termination, within 30 days of receiving such notice by the County;

as applicable, all subject to the County's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the CMHA TVAMHS in connection with the Transitional Stay Program.

ARTICLE 11 INDEMNITY

11.01 Indemnity. The CMHA TVAMHS hereby agrees to indemnify and hold harmless the

County and its Warden, officers, directors, employees and agents (collectively, the “**Indemnified Parties**”) from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a “**Claim**”), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Transitional Stay Program or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the CMHA TVAMHS’s breach of this Agreement or is caused by the negligence or wilful misconduct of the CMHA TVAMHS in the performance of its obligations hereunder or otherwise in connection with the Transitional Stay Program.

11.02 Intellectual Property Indemnity. CMHA TVAMHS shall defend or settle at its expense any claim or suit against the County arising out of or in connection with an assertion that the CMHA TVAMHS Intellectual Property infringes any intellectual property right and CMHA TVAMHS shall indemnify and hold harmless the County from damages, costs, and lawyers’ fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that

- (i) CMHA TVAMHS is promptly notified in writing of such claim or suit, and
- (ii) CMHA TVAMHS shall have the sole control of the defense and/or settlement thereof.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To CMHA TVAMHS at:

200 Queens Avenue
London, Ontario, N5P 2V1
Attention: Beth Mitchell, Chief Executive Officer
E-mail: beth.mitchell@cmhatv.ca

To the County at:

County of Middlesex
Administration Offices
399 Ridout Street North
London, ON N6A 2P1
Attention: Cindy Howard, General Manager
E-mail: choward@middlesex.ca

or to any other address as any party may at any time advise the other of, in writing.

12.02 Relationship of the Parties. The relationship between the CMHA TVAMHS and the County is, and shall at all times be and remain, essentially as described in this Agreement, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the CMHA

TVAMHS, nor any of its personnel are engaged as an employee or agent of the County.

- 12.03 Public Announcements. The CMHA TVAMHS shall cooperate with the County, who will lead the preparation and issuance of the public announcement for the Transitional Stay Program and/or the coordination of a public announcement event attended by the County and the Province of Ontario, as applicable. CMHA TVAMHS will be informed of the process prior to such an event. If any public statement or release is so required, the CMHA TVAMHS shall promptly inform the County of upcoming promotional events related to the Transitional Stay Program and allow the County and the Province of Ontario to participate in such media activities or events.
- 12.04 Branding. The CMHA TVAMHS shall recognize and state in an appropriate manner, as approved by the County, the financial assistance offered by the County concerning the Transitional Stay Program and the contribution of the Province of Ontario to the County, if and as required. If requested by the County, CMHA TVAMHS shall have affixed, in content, form, location and manner acceptable to the County, signage acknowledging the contribution of the County and the province of Ontario to the Transitional Stay Program.
- 12.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 12.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 12.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 12.08 Assignment. The CMHA TVAMHS cannot assign this Agreement without the prior written consent of the County.
- 12.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 12.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 12.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation

or be deemed a waiver of any subsequent breach.

- 12.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have affixed their respective signatures hereto,
being the effective endorsement of their duly authorized officers:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Per: _____
Name: Cindy Howard
Title: General Manager, Finance and Community Services

I have delegated authority to bind the Corporation herein.

**CANADIAN MENTAL HEALTH ASSOCIATION THAMES
VALLEY ADDICTION AND MENTAL HEALTH SERVICES**

Per: _____
Name: Beth Mitchell
Title: Chief Executive Officer

I have authority to bind CMHA TVAMHS herein