

**This Agreement** made in duplicate this **15<sup>th</sup>** day of **August, 2018**.

Between:

The Corporation of the County Of Essex  
Hereinafter called "the County"

Of The First Part

And

Ontario Corporation 1989803  
Hereinafter Called "Owner"

Of The Second Part

**WHEREAS** a Housing with Supports facility, defined as any residence, rest home, retirement home or boarding and lodging home which, for a fee, provide permanent housing, limited support and 24-hour supervision to vulnerable adults with special needs. These facilities are maintained and operated by a person/Corporation under an agreement with a municipality;

**AND WHEREAS** the Owner maintains and operates within the County, such a place of board or lodging that qualifies as a Housing with Supports facility as defined;

**AND WHEREAS** the County and the Owner have agreed that if the Owner provides Housing with Supports care to certain adult persons approved by the County, the County will, subject to the terms and conditions of this agreement, make certain payments to the Owner;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants contained herein, the parties covenant and agree one with the other as follows:

## **Housing with Supports Program**

1. The Owner hereby agrees to provide Housing with Supports care to any person that has been approved by the County on whose behalf the subsidized portion of the payment for the care is made by the County under Article 2 of this agreement.
2. For each person the County approves for the providing of Housing with Supports care by the Owner, the County agrees to pay the Owner the sum of \$53.09 (April 2018 – March 2019), \$55.00 (April 2019 to March 2020, or such other amount as may be agreed upon from time to time between the parties hereto.
3. In the event any person placed under the care of the Owner is admitted to hospital, is otherwise absent from the Housing with Supports facility for any reason, is in need of more than custodial care, or for whom custodial care is no longer adequate or required, the Owner shall notify the County Representative within 24 hours thereof.
4. It is understood and agreed by the Owner that notwithstanding the terms of this agreement, the County is under no obligation to place any person under the care of the Owner at any time and that the placement or removal of such person is under the sole discretion of the County. The Owner hereby releases the County from any and all liability claims and damages for failure to assign or remove any person to or from the care of the Owner for any reason whatsoever.

5. The Owner shall comply with all police, fire, building, accessibility and sanitary regulations and by-laws, laws and lawful orders and regulations imposed by any municipal, provincial or federal authority, and with the rules and regulations that may be imposed from time to time by the County Representative. Without limiting the generality of the foregoing, the Owner hereby agrees to:
  - a) grant access to the Owner's premises and to all records at all reasonable times by any person authorized by the County Representative, and submit monthly accounts to the Community Services Department not later than the 5<sup>th</sup> day of each month, which accounts shall contain such information as required by the County Representative;
  - b) forward to the County any records or other information requested by the County to verify the Owner's claim for payment under this agreement; and
  - c) provide the quality of care and comply with the rules and regulations set forth in **The Corporation of the County of Essex Housing with Supports Program Standards**, attached as Appendix "B", and as amended from time to time.
6. Should the Owner, in the opinion of the County, fail to comply with any of the rules and regulations set forth in **The Corporation of the County of Essex Housing with Supports Program Standards**, the County shall notify the Owner in writing of the deficiencies and the time period

in which the deficiencies are to be corrected. Failure to correct the deficiencies within the time set forth in the notice may result in the termination of this agreement and in the removal from the Housing with Supports facility of any or all persons assigned thereto by the County.

### **Indemnity and Insurance**

7. The Owner hereby covenants and agrees to indemnify and save harmless the County of and from all manner of liabilities, actions, claims, demands and costs arising at law or in equity from or in any manner in connection with this agreement and out of the operation of the Housing with Supports facility by the Owner.
8. The Owner covenants and agrees to provide and maintain public liability and property damage insurance as set forth in **The Corporation of the County of Essex Housing with Supports Program Standards**.

### **Term of Agreement**

9. This agreement shall be effective from the 1st day of August, 2018, and shall remain in effect until one or more of the following events occur:
  - a) thirty days' notice of termination is given in writing by either party to the other, which notice shall be given by prepaid registered mail to the parties as follows:

Ontario Corporation 1989803  
Augustine Villas Retirement Home and Assisted  
Living Residence  
54 Spruce St. N.  
Kingsville, Ontario N9Y 3J1

Attention: Henry Kroeker, Chair  
216 Mersea Road 3  
Leamington, Ontario N8H 3V5

The Corporation of the County of Essex  
360 Fairview Avenue West  
Suite 202  
Essex, Ontario N8M 1Y6  
Attention: County Clerk

- b) the Owner has failed to comply with any of the terms and conditions of this agreement, including the rules and regulations contained in **The Corporation of the County of Essex Housing with Supports Program Standards**; or
- c) the Owner has failed to comply with any work order issued by the building department of the municipality in which the Housing with Supports facility is situated in accordance with the terms and conditions of the said work order.

## General

- 10. The parties hereto acknowledge and agree that the rules and regulations contained in **The Corporation of the County of Essex Housing with Supports Standards**, attached hereto as Appendix "B", and as amended from time to time, form a part of this agreement. The County shall advise the Owner in writing within 30 days of all amendments to **The Corporation of the County of Essex Housing with Supports Standards**.
- 11. This agreement shall not be assigned in whole or in part by the Owner without the written consent of County, which consent may be arbitrarily refused.

12. This agreement shall ensure to the benefit of and be binding upon the heirs, estate trustees, successors and authorized assigns of the parties hereto.

**IN WITNESS WHEREOF** the Owner and the County have caused to be affixed their corporate seals under the hands of its proper officers duly authorized in that behalf.

The Corporation of the County of Essex

\_\_\_\_\_  
Tom Bain, Warden

\_\_\_\_\_  
Mary S. Birch, Clerk

Signed, Sealed and Delivered  
In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner (Signature)  
Ontario Corporation 1989803

\_\_\_\_\_  
Please Print Name