

This Agreement made in duplicate this **17th** day of **February, 2022**.

Between:

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

Of the First Part

- and -

Assisted Living Southwestern Ontario
Hereinafter called "ALSO"

Of the Second Part

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

AND WHEREAS ALSO maintains and operates within the County, such a place of boarding or lodging that qualifies as a Housing with Supports facility as defined, and specifically operates the residence known as Chez Nous Collaborative Supportive Housing Program located at municipal address 6815 Tecumseh Road, Pointe aux Roches, Ontario (the "**Residence**");

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

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. Funding for the Housing with Supports program is provided by the Ministry of Municipal Affairs and Housing, through the Community Homelessness Prevention Initiative ("**CHPI**") program. ALSO hereby agrees to comply with the guidelines and reporting requirements of CHPI, which may be amended from time to time;
2. ALSO 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 3 of this agreement;
3. For each person the County approves for the providing of Housing with Supports care by ALSO, the County agrees to pay ALSO the maximum per diem rate of \$55.00 less any rent or payment made by the person requiring assisted living to ALSO, or such other amount that is approved by the Corporation of the City of Windsor as the provincially designated Consolidated Municipal Service Manager for housing and homelessness in Windsor-Essex;
4. In the event any person placed under the care of ALSO 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, ALSO shall notify the County Representative within 24 hours thereof;

5. It is understood and agreed by ALSO that notwithstanding the terms of this agreement, the County is under no obligation to place any person under the care of ALSO at any time and that the placement or removal of such person is at the sole discretion of the County. ALSO 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 ALSO for any reason whatsoever;
6. ALSO 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, ALSO hereby agrees to:
 - a) grant access to ALSO's premises and to all records related to resident care and Personal Health Information 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 5th 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 ALSO's claim for payment under this agreement;
- 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 "A" (hereinafter referred to in this section as the "**Program Standards**"), and as amended from time to time;
- d) Notwithstanding ALSO's obligation to comply with the Program Standards, the County expressly agrees that due to the nature of ALSO's program at the Residence, ALSO is exempt from the following Program Standards:
 - *Standard 2.1 (Eligibility Criteria): applicants must be 18 years of age and older. The age criteria can be increased to 25 years of age to accommodate ALSO's program at the residence, and;*
 - Any and all other standards within the Program Standards that have been, or may be, deemed to be non-applicable by both Parties to ALSO during the term of this agreement.

- 7. Should ALSO, in the sole opinion of the County, fail to comply with any of the rules and regulations set forth in

the Program Standards, the County shall notify ALSO 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 of funding to ALSO for any or all persons assigned thereto by the County, which decision is in the sole and absolute discretion of the County;

Indemnity and Insurance

8. ALSO 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 Residence by ALSO;
9. ALSO covenants and agrees to provide and maintain public liability and property damage insurance as set forth in the Program Standards, which requirements may be amended from time to time;

Term of Agreement

10. This agreement shall be effective from the 17th day of February, 2022, and shall remain in effect until any one or more of the following events occur:
 - a) upon thirty (30) days' notice of termination being provided in writing by either party to the other,

which notice shall be given by prepaid registered mail to the parties as follows:

- (1) The Corporation of the County of Essex
360 Fairview Avenue West
Suite 202
Essex, Ontario N8M 1Y6
Attention: County Clerk
 - (2) Assisted Living Southwestern Ontario
1100 University Avenue West
Windsor, Ontario N9A 5S7
Attention: Ralph Ganter
- b) ALSO or the County has failed to comply with any of the terms and conditions of this agreement, including the rules and regulations contained in the Program Standards; or
- c) ALSO 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

11. The parties hereto acknowledge and agree that the rules and regulations contained in the Program Standards, attached hereto as Appendix "A", and as amended from time to time, form a part of this agreement. The County shall advise ALSO in writing within 30 days of any amendments to the Program Standards;

12. This agreement shall not be assigned in whole or in part by ALSO without the written consent of the County, which consent may be arbitrarily refused;
13. This agreement shall inure to the benefit of and be binding upon the heirs, trustees, successors, legal representatives, and authorized assigns of the Parties hereto.

IN WITNESS WHEREOF the duly authorized signing officers of each of the Parties hereto have electronically executed this Agreement, written on this and the preceding six (6) pages.

The Corporation of the County of Essex

Gary McNamara, Warden

Mary S. Birch, Clerk

We have authority to bind the County.

Assisted Living Southwestern Ontario

Ralph Ganter, Executive Director

I have authority to bind ALSO