

THIS AGREEMENT made in duplicate, this ____ day of _____, 20__

BETWEEN:

The Corporation of the County of Bruce
(Herein referred to as the "County")

AND

Canadian Mental Health Association Grey Bruce
(Herein referred to as CMHA)

WHEREAS the Ministry of Municipal Affairs and Housing provides Community Homelessness Prevention Initiative (CHPI) to the County for housing support, homelessness prevention, and emergency shelter services;

AND WHEREAS, the County is entering into a partnership with Canadian Mental Health Association Grey Bruce to provide services that pertain to the Bruce County's Housing and Homelessness Plan to provide a coordinated entry system and strong partnerships to support vulnerable residents.

NOW THEREFORE in consideration of the mutual covenants herein set out, the County and CMHC each agree as follows:

1. Definitions

In this Agreement:

- 1.1 "CHPI" means the Community Homelessness Prevention Initiative. The intent of the CHPI is to address and decrease homelessness through improved access to satisfactory, appropriate, and affordable housing that is connected to adaptable support services based on individual client and household needs. CHPI is funded and administered by the Ministry of Municipal Affairs and Housing.
- 1.2 "Housing and Homelessness Plan" means a 10-year plan that the County is required to have under the Housing Services Act, 2011 and the Ontario Housing Policy Statement. The County's Plan encompasses the entire housing continuum including homelessness prevention, transitional and emergency housing, supportive housing, rent geared to income housing, private rental housing and affordable home ownership.
- 1.3 "MMAH" means the Ontario Ministry of Municipal Affairs and Housing.
- 1.4 The "Services" means housing support and homelessness prevention as further described in Schedule "A", attached hereto.

2. Term

- 2.1 The Term of this Agreement shall be three (3) years for the Housing System Navigator commencing November 2020.

3. Responsibilities of the Canadian Mental Health Association Grey Bruce

- 3.1 CMHA shall provide the "Services" in accordance with the CHPI program guidelines, principles, objectives and outcomes as described in the attached Schedule "A".
- 3.2 CMHA agrees to provide financial and performance measurement reports to the County in the format and frequency described in the attached Schedule "A" for the Services.

- 3.3 CMHA shall maintain records of operational costs and shall supply the same to the County within 30 days of the end of the Term of this Agreement, pursuant to Schedule "A".
- 3.4 CMHA shall agree to a program review audit at the conclusion of one year to be completed by the County, at the sole discretion of the County. Such audit would be with respect to the first-year provision of the Services under this Agreement.
- 3.5 CMHA shall provide all services in accordance with all Municipal, Provincial and Federal laws.

4. Responsibilities of the County

- 4.1 The County shall provide funding to CMHA for the Services as per Schedule "B".
- 4.2 At the discretion of the County, it may perform a program review audit as referred to in Section 3.4.

5. Acknowledgement of Other Operator

- 5.1 The County may enter into similar agreements with Service Providers other than the CMHA to provide the Services, if in the opinion of the County such agreements are needed to provide the Services to the community.

6. Financial Arrangements

- 6.1 The County is only obligated to provide funding to CMHA as established in the attached Schedule "B". CMHA is solely responsible for any existing or future capital or operating losses incurred by CMHA as a result of providing the Services.

7. Indemnification

- 7.1 CMHA shall indemnify and hold harmless the County, its officers, elected officials and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the CMHA, its officers, agents, servants, employees, customers, invitees or licensees, and as a result of activities under this Agreement.

8. Insurance

- 8.1 CMHA shall, at its expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the County. Proof of this insurance shall be provided to the County prior to execution of this Agreement and upon all policy renewal periods within the Term of this Agreement, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - a) A limit of liability of not less than \$5,000,000/occurrence.
 - b) The County shall be named as an additional insured;
 - c) The policy shall contain a provision for cross liability in respect of the named insured;

- d) Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
- e) Products and completed operation coverage (Broad Form), and with an aggregate limit not less than \$5,000,000;
- f) Abuse coverage in an amount not less than \$2,000,000;
- g) 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the County.

9. Health and Safety

- 9.1 CMHA shall provide the County, prior to the commencement of provision of the Services, with a copy of its Health and Safety Policy, along with any Health and Safety procedures, relevant to the specific work to be performed.

10. Privacy and Confidentiality

- 10.1 All information provided to CMHA by the County, and all information provided to the County by the CMHA is provided on a confidential basis for the purpose of administering the programs outlined in Schedule "A".
- 10.2 CMHA will treat as confidential and will not, without the prior permission of the County, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of Canadian Mental Health Association Grey Bruce as a result of the Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion of Canadian Mental Health Association Grey Bruce, to enable the Canadian Mental Health Association Grey Bruce to fulfill its obligations under the Agreement, or as required or permitted by law.
- 10.3 CMHA acknowledge that any personal information that is provided for the purpose of creating records is given CMHA in confidence and is protected by applicable privacy legislation. The County undertakes that personal information in records delivered to it by CMHA will be used for the limited purposes intended and allowable. The County further acknowledges that any personal information obtained from CMHA for such purposes will be protected under the terms of applicable privacy legislation.

11. Termination

- 11.1 Notwithstanding Section 2, in the event of a breach by CMHA of any provision of this Agreement, the County may terminate this Agreement immediately and without the provision of advance Notice. In such case, CMHA shall return any unspent funds, including those described in Section 6.1.
- 11.2 In the event that the CHPI funding is discontinued by the Province before this Agreement is discharged, it is understood by both parties that this Agreement shall be terminated. Notice of such termination shall be provided by the County to CMHA pursuant to Section 12.

12. Notice

- 12.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by Notice, provided by either party to the other.

For the County:

Housing Services Manager
County of Bruce
325 Lambton St., Box 1450
Kincardine, ON N2Z 2Z4
Fax Number: 519-396-3499
Email: tdickson@brucecounty.on.ca

For the Canadian Mental Health Association Grey Bruce:

Clark MacFarlane, Chief Executive Officer
1101 2nd Avenue East, Suite 205
Owen Sound, ON N4K 2J1
Phone: 519-371-4120 Ext: 228
Fax: 519-371-6138
cmafarlane@cmhagb.org

13. Force Majeure

13.1 Neither the County nor CMHA shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the County or CMHA.

13.2 The County and CMHA agree that in the event of a disaster or Force Majeure the parties will co-operate and CMHA will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

14. No Partnership

14.1 Nothing in this Agreement gives rise to a partnership or joint venture between the CMHA or to an employment relationship between the County and the employees or volunteers of CMHA in the provision of the Services under this Agreement.

15. No Waivers

15.1 No waiver of any breach of this Agreement shall operate as a waiver of any similar, subsequent breach, nor of the breach of any other provision of this Agreement.

15.2 No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver, or the consent excusing the breach, is in writing and signed by the party that is purported to have given such waiver or consent.

15.3 No delay or omission on the part of any party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right.

15.4 No waiver or failure to ensure any of the provisions of this Agreement shall in any way effect the validity of this Agreement or any part thereof.

16. Governing Law

16.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

17. Severability

17.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

18. Entire Agreement

18.1 This Agreement constitutes the entire agreement between the parties with respect to the provision of the Services and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the provision of the Services, except as provided in this Agreement and the attached Schedule "A".

19. Amendment of Agreement

19.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act of statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

20. Successors and Assigns

20.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

20.2 Neither party may assign all or any part of this Agreement without the written approval of the other party.

21. Dispute Resolution

21.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.

21.2 The location for any such arbitration hearing will be within the County of Bruce at a location to be determined by the County.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

The Corporation of the County of Bruce

Mitch Twolan, Warden

Donna VanWyck, Clerk

We, together, have the authority to bind the County.

Canadian Mental Health Association Grey Bruce

Clark McFarlane, CEO

I/we have the authority to bind the Canadian Mental Health Association Grey Bruce

Schedule "A"

Provision of Housing Support and Homelessness Prevention under the Community Homelessness Prevention Initiative

Introduction

The intent of the Community Homelessness Prevention Initiative (CHPI) is to address and decrease homelessness through improved access to satisfactory, appropriate, and affordable housing that is connected to adaptable support services based on individual client and household needs.

CHPI Vision

The CHPI vision is to transition from reactive responses to homelessness to a proactive and permanent service delivery model. The following service principles have been established to meet that vision:

Housing First: Housed people are better able to move forward in their lives than homeless people. Therefore, people who are homeless are to be assisted to obtain and maintain permanent and affordable housing; those at risk of homelessness are to be assisted to remain housed.

People-Centred: Housing services and supports are to be based on a people-centred approach focusing on positive results for individuals and families which are homeless or at risk of homelessness.

Partnership Based: Strong partnerships between service providers, local government housing providers and those who require housing and homelessness related supports contribute to healthy, sustainable, and inclusive communities.

Locally Driven: Housing and homelessness services must be relevant to the community and based on peoples' needs.

Inclusive: Services are to reflect the needs, experiences and input of those who are homeless or at risk of homelessness.

Fiscal Responsibility: Housing and homelessness services are to meet the intended purpose and outcomes of the program considering the local economy as well being efficient and effective.

Outcome-Focused: Services are to be provided with the outcome of the affected individual and family in mind; such parties are to be informed of these service principles.

Services Provided by Canadian Mental Health Association Grey Bruce

CHPI Outcomes

The two key outcomes of CHPI which will measure performance and ensure accountability are:

- People experiencing homelessness obtain and retain housing; and
- People at risk of homelessness remain housed

CHPI Glossary of Terms

At Risk of Homelessness: Includes individuals and families that have difficulty maintaining appropriate housing that is safe, adequate, affordable and secure. Housing security can be at risk due to: low income, health issues/illness (including mental

illness), substance abuse, incarceration or legal issues, hospitalization, family breakdown, violence, discrimination, inadequate and/or unsafe housing.

Fiscal Year: The provincial fiscal year spans from April 1 of one year to March 31 of the following year.

Homelessness: The condition of being without long-term accommodation.

Household: Applies to a person or group of persons who occupy the same dwelling and do not have a usual place of residence elsewhere in Canada or abroad. The dwelling may be either a collective dwelling or a private dwelling. The household may consist of a family group such as a census family, of two or more families sharing a dwelling or of a person living alone.

Long-Term Housing: Housing that is available in the longer term; e.g. houses, apartments, boarding and lodging, housing with supports. Does not include transitional housing.

Service Manager: Describes Service Managers as designated under the Housing Services Act, 2011.

CHPI Performance Indicators

The CHPI requires reporting on the two program outcomes. The extent to which:

- People experiencing homelessness obtain and retain housing; and
- People at risk of homelessness remain housed.

Canadian Mental Health Association Grey Bruce shall provide the performance measurement data to the County within 15 days after each quarter. The performance indicators will be in the following format.

Outcome: The indicators are intended to capture interventions aimed at housing loss prevention, housing retention and re-housing of households at risk of homelessness

Outcome	Performance Indicator
Housing Retention	Number of households that have retained their long term housing for a minimum of 6 months and continue to receive on going supports through CHPI
Supports and Services Overall	Overall number of households at risk receiving services and supports not related to the provision of accommodation (does not include supportive housing)
Supports and Services: Education	Number of households at risk that received education services to remain housed. Examples include: life skills, budgeting,
Support Services: Referrals	Number of households that received supports through the provision of referrals.

Community Homelessness Prevention Agreement (CHPI)

Schedule "B": Funding Schedule

Between

The Corporation of the County of Bruce

And

Canadian Mental Health Association of Grey Bruce

Fiscal Funding Schedule April 1 to March 31

Funding Description	Amount of Funding
Housing System Navigator – Appendix "A" (Staffing .5/FTE)	\$35,000
X 3 years	
Total	\$105,000

Funding

As per Section 6 of the Agreement, the CHPI funding for housing support and homelessness prevention services is provided to the County by the Ministry of Municipal Affairs and Housing. Funding for housing support and homelessness prevention services shall be flowed from the County to Canadian Mental Health Association Grey Bruce.

Appendix “A”

Description of the Housing System Navigator Duties

- Develops and manages a detailed work plan including activity planning and sequencing, resource planning, schedules, time estimating, meeting coordination and documentation
- Monitors and updates progress through tools developed by the Built for Zero Canada
- Provides the assessment of applicants for the By-Names-List through the proper application of standardized screening and assessment tools.
- Develops and monitors an outcome-based evaluation plan
- Prepares monthly progress reports for various stakeholders and distributing an annual report card to the public at large.
- Develops marketing and communication strategies to ensure all community members across the catchment area are aware of how to access the Housing Resource Coordinator.
- Participates in community engagement activities that also involve Indigenous service providers to assure culturally relevant supports are developed.
- Provides input into the development of multi-organizational policies and procedures for all areas of the Housing system, including common protocols for diversion, prevention and safety.
- Supports the development of prioritization procedures and uniform referral processes.
- Supports the development of the Homelessness Response Table, convening individual case conferences with all partners as required.
- Identified Common Entry Points in various communities and ensures all sites are trained in the process of referral for the By-Names-List and resource matching.
- Other duties as required.