

Attachment 2: Agreements with Transition House for 310 Division Street Operations

Service Agreements

On an annual basis, Northumberland County enters into service agreements with social service providers for delivery of homelessness prevention and response programming under the requirements of the provincially-funded Homelessness Prevention Program (HPP). These programs range from critical home repairs to street outreach, assistance in finding rental housing, rental subsidies and direct shelter delivery. Service agreements establish program and reporting requirements, minimum service standards and funding commitments. The funding of these agreements is predominantly provincial (through HPP), however over recent years, the levy investment in homelessness services has also increased.

Historically, agreements have been based on the County's fiscal year (January – December), however signing of agreements were typically postponed into the second quarter as the provincial funding allocations are not confirmed until at least the beginning of the provincial fiscal year (April – March). In 2024, HPP funding allocations and reporting requirements were not shared with Service Managers until May. As a result, agreements from the previous calendar year carry over on a month-to-month basis until funding is confirmed by the Province.

As one of eight homelessness response service providers funded by the County and HPP, Transition House is a key partner in the homelessness system response, however, funding levels and reporting requirements typically are confirmed and assessed at a system level across all providers to support holistic decision making for ensuring success and improvements in the homelessness system within a fixed amount of funding from the provincial government.

The amount of funding anticipated to be received under HPP in 2025/2026 is remaining the same as the allocation received in 2024/2025. All service providers are required to submit quarterly reports to the County as Service Manager, with the year-end report (quarter four) due on January 15 of each year. Ongoing program evaluation is completed on a quarterly basis as these reports are received and analyzed, with feedback provided to service providers as appropriate. During the first quarter of each County fiscal year (final quarter of provincial funding cycle), the Homelessness Services Division meets with all service providers to complete a final assessment of the program delivery, understand potential requests and needs of each provider. These proposals, in addition to the year-end data received is used by the Homelessness Services Division to determine programs requiring shifts in funding allocations and program priorities, which are then confirmed once the province confirms funding allocations and program and reporting requirements. Recognizing the differing fiscal years between the County and the Province, it is standard practice that agreements are signed retroactively to ensure approval of funding sources is received. To ensure no disruption in service,

agreements are carried forward on a month-to-month basis unless notice of a change is exercised.

Transition House

In 2024/2025, Transition House had 3 service agreements with the County:

1. Shelter Operations at 10 Chapel (including Motel Overflow)
2. Warming Hub (St. Peter's Anglican Church and transitioned to 310 Division in November)
3. Family Diversion Program (Please note that this program has not been impacted by the purchase of 310 Division Street)

In 2025/2026, the County is moving forward with a combined service agreement for operations at 310 Division Street (Shelter Operations and Warming Hub). Recognizing that the 2024/2025 shelter operations service agreement is different from the new shelter services at 310 Division Street, the County and Transition House executed an interim service agreement on January 15, 2025 to provide a clear understanding of requirements between the approval of the 2025 County budget and the confirmation of the 2025/2026 HPP funding allocation and programming/reporting requirements.

The anticipated annual value of the 2025 service agreement with Transition House is \$1,208,094.60. This represents a 4.68% increase over the cost of the same sheltering services in 2024 (emergency shelter, warming hub, motel overflow). In accordance with the recommendations made in the Vink Report, it is important to note that this incremental cost increase has resulted in a substantial increase in service levels for the community. These increased services include:

- Provision of additional sheltering spaces in the community
- Addition of sheltering spaces that address common barriers of shelter users in a safe and dignified manner including (physical accessibility, pets, couples)
- Increase of warming/cooling space from six months to twelve months
- Increase of warming/cooling space from overnight only to 24/7 hours
- Addition of community resource space for client access
- Addition of private office and assessment space for partner agency access, including Community Paramedicine, Northumberland Hills Hospital and Northumberland County Outreach
- Addition of pet-friendly shelter spaces (from zero in 2024)

In addition to the operational costs incurred by Transition House, further sheltering costs to be incurred by the County are a result of adding 24/7 security onsite, compliance with the Town of Cobourg's Emergency Care Establishment (ECE) by-law, and asset management requirements as a result of the County retaining ownership of 310 Division Street (major capital repairs and standard landlord costs such as building insurance, landscaping and snow removal). The County will also be operating the transitional housing units on the fourth floor of 310 Division Street which will require the County to pay a portion of utilities and garbage disposal, anticipated to be partially offset by the

revenue from the transitional housing co-pay (note: costs and revenue associated with the transitional housing units are not included in this breakdown). Outside of specific budget items approved by Council separately in 2024 (ECE compliance and 24/7 security) it is anticipated that these costs will be covered by the existing homelessness services budget. Full shelter costs will be reviewed following the first year of operations. The breakdown of cost differentials between 2024 and 2025 for sheltering services is outlined below:

Sheltering Costs	Total Costs - 2024	Transition House Managed Funds - 2024	County Managed Funds - 2024	Costs for Consolidated Services at 310 Division – 2025
Emergency Sheltering	\$606,000	\$606,000		
Warming Hub ¹	\$432,880	\$90,000	\$342,880	
Motel Overflow	\$115,200	\$115,200		
Consolidated Services – 310 Division Street				\$1,208,094
TOTAL	\$1,154,080	\$811,200	\$342,880	\$1,208,094²
Percentage Change				4.68% increase over 2024 costs
Additional cost based on Council Direction incurred by the County				
Building Owner Costs ³ – building insurance and outdoor maintenance				\$27,000
ECE Compliance				\$587,700
24/7 Security Onsite				\$400,000
Total Council Cost				\$1,014,700

¹ Note: Warming Hub data is based on a ‘season’ of service – September 2023 to May 2024 (service available October 2023 to April 2024).

² Note: Within the Operating Budget of Transition House, a \$101,241 annual licensing fee is included. While this is included in the operating budget, this cost is directly managed by the County as landlord (payment of utilities, waste disposal and capital repairs).

³ Note that additional landlord expenses include major capital repair and building envelope maintenance, this is embedded in the occupancy licensing fee captured within the Transition House 2025 Consolidated Agreement (estimated at \$62,000 annually)

For a detailed breakdown of increased service levels, please see below:

Homelessness Response Service Levels	Previous System (annualized)	310 Consolidated System	Percentage Increase
Emergency Sheltering Spaces ⁴	Varied: 17 spaces 29 spaces	35 spaces	105.88% 20.69%
Warming Spaces	20 spaces (October 2023 – April 2024, overnight only)	20 spaces (24/7, 365 days a year)* with ability to increase to 25 based on needs and staffing level	25%* if spaces increased based on needs and staffing level
Days of Available Warming Space (Annually)	197 in 2023-2024 season	365	85.28%
Hours of Available Warming Space (Daily)	12	24	100%
Space-Hours per Year	301,320	481,800	59.90%
Cooling Spaces	0 spaces	20 spaces	New Service
Community Resource Space	0	1	New Service
Pet-friendly Shelter Spaces	0	4	New Service
Shelter Spaces to Accommodate Couples	0	35	New Service
On-site Assessment and Agency Spaces	0	1	New Service
Accessible Shelter Facilities	0	1	New Service

For a comparison of an estimated cost per available sheltering space in the previous shelter system (10 Chapel, Warming Hub and Motel Overflow) to the consolidated sheltering system at 310 Division Street, please see below:

⁴ The reason for the variance in the number of shelter spaces is a result of the reduction in Transition House's capacity in 2024 at 10 Chapel from 22 beds to 10 beds.

Average cost per available sheltering space	Former System– Number of available spaces	Former System – Cost per Space - Hour per Year	310 Division– Number of available spaces	310 Division– Cost per Space - Hour per Year	Percentage Change from 2024-2025
Base Shelter Services (including warming services)	34	\$3.83	55	\$2.51	-34.47%
Base Shelter Services + ECE/Security (note no additional ECE/Security costs in former system)	34	\$3.83	55	\$4.61	20.37%

As a significant contributor within the homelessness system, the County has ensured there is strong oversight and accountability over Transition House with the shelter operations, which has increased with the purchase of 310 Division Street. The County has regular meetings and conversations with Shelter leadership (both staff and Board) to ensure Transition House is compliant with HPP requirements and is working collaboratively with the homelessness system. Transition House reports quarterly to the County on financial expenditures and program outcomes.

Since the purchase of 310, additional oversight has been put in place including an Occupancy Licensing Agreement (Attachment 1A) in addition to the Service Agreement (Attachment 1B). There will be minor amendments to the Occupancy Licensing Agreement because of changes made during the implementation period.

Further, a Community Liaison Committee has been established to support the successful integration of 310 Division Street into the neighbouring community and the County is in the process of hiring an Emergency Care Establishment (ECE) Compliance Coordinator which will support the County’s oversight and accountability to the Town of Cobourg’s ECE By-law. In addition, the County is planning a shelter review for 310 Division Street as part of a broader feasibility study of sheltering service needs following the operationalization of 310 Division Street.

OCCUPANCY LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made as of the 15 day of October, 2024

BETWEEN:

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND
(the "County")

- and -

TRANSITION HOUSE COALITION OF NORTHUMBERLAND
(hereinafter called the "Provider")

WHEREAS:

- A. The *County* and the *Provider* have agreed on terms pursuant to which the *Provider* will operate a shelter in the Town of Cobourg, County of Northumberland, to be located on lands owned by the County municipally known as 310 Division Street, Cobourg, Ontario and legally described in Schedule "A" (the "**Property**");
- B. The *Parties* set out their objectives in a Memorandum of Understanding dated June 7, 2024 (the "**MOU**"), the terms of which are to be captured in two Definitive Agreements:
 - i) This Agreement, which grants a license to use of the *Property*, access to the *Property*, repair and maintenance obligations and the other matters set out below; and
 - ii) A Service Agreement, which describes in more detail the shelter services to be provided by the *Provider* and the funding obligations of the *County* with respect to those services, among other things (the "**Service Agreement**");
- C. The *County* intends to complete, or is in the process of completing, renovations on the *Property* for the purpose of configuring the *Property* to be used as a low-barrier shelter (the "**Renovations**");
- D. The *Parties* wish to set out the terms of their agreement in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements between the *County* and the *Provider* (individually the "**Party**" and collectively the "**Parties**" to this Agreement) contained in this Agreement and the exchange of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the *Parties* hereby confirm the veracity of the foregoing recitals and agree as follows:

ARTICLE 1 – DEFINITIONS AND SCHEDULES

1.1. In addition to italicized terms defined throughout this Agreement, the following definitions apply herein:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (b) "**Applicable Laws**" means all applicable federal, provincial, county, municipal and other governmental laws, regulations, by-laws, ordinances, orders, rules, directives and other requirements or guidelines now in force or which may be in force in the future, and, without limitation includes all laws relating to health and safety;
- (c) "**Base Operating Requirements**" means the basic operating parameters set out in Schedule "B" to this Agreement, many of which are derived from community consultation;
- (d) "**Building**" means the building on the *Property*;
- (e) "**Business Day**" means any day other than a Saturday, Sunday, statutory holiday in Ontario or day that banks are closed for business in Ontario;
- (f) "**Claims**" means all past, present and future claims, suits, proceedings, indebtedness, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever;
- (g) "**Licence**" means the rights of licence granted under section 2.1 hereof and as may

be amended, modified, or supplemented from time to time;

- (h) "*Provider's Representatives*" means the Provider, its representatives, agents, employees, officers, invitees and contractors and anyone for whom the Provider is at law responsible, or any of them;
- (i) "*County's Representatives*" means the County, its officers, employees, agents, representatives, servants, elected officials and appointed officials, or any of them;
- (j) "*Property*" means the lands municipally and legally described in Schedule "A" together with any buildings or improvements situated thereon from time to time;
- (k) "*Program Guidelines*" means the code of conduct, policies and orientation schedule developed by the Provider, in consultation with the County for the occupants of the Shelter; and
- (l) "*Shelter*" means the low-barrier shelter space owned by the County and operated by the Provider located at the *Property*, together with a 24/7 drop in hub model".

1.2. The following Schedules form part of this License:

Schedule "A" – Municipal Address and Legal Description;

Schedule "B" – Base Operating Requirements

ARTICLE 2 - LICENCE AND USE

- 2.1 The County grants to the Provider a non-transferable right to use and occupy the *Property* during the *Term* subject to the terms and conditions in this Agreement (the "*Licence*");
- 2.2 The *Shelter* shall be named the "*Division Street Shelter*".
- 2.3 The Provider shall use the *Property* exclusively as a *Shelter*.
- 2.4 The Provider shall operate the *Shelter* free of discrimination on the basis of any if the protected grounds under the Ontario Human Rights Code and, without limiting the foregoing, in compliance with all Applicable Laws.
- 2.5 The *Licence* creates no right in or to the land and the *County* shall retain the title to the *Property* at all the times.
- 2.6 The *Licence* is conditional on the finalization and execution of the Service Agreement. The parties acknowledge that the Service Agreement has not been settled as of the date of this Agreement and that the *Licence* is not effective unless the Service Agreement is settled and fully executed on or before December 31, 2024. This condition may only be waived or amended by agreement among the parties.

ARTICLE 3- TERM AND TERMINATION

- 3.1 The term of the *Licence* shall be for 25 years (the "*Term*"), commencing when the *Property* is ready for occupancy following substantial completion of the Renovations. (the "*Commencement Date*").
- 3.2 The Renovations may be completed in phases such that the Provider shall be able to occupy part of the Building and then be subsequently be allowed to occupy other parts of the Building. The Term shall commence on the date that, with respect to any part of the Building, the Renovations are complete and there is no impediment under the Building Code to occupancy of the *Property*.
- 3.3 There is no right of renewal or extension.
- 3.4 The parties acknowledge that the Services Agreement contemplates the payment of funding on a year over year basis. In the event that funding is not renewed by the County, then this Agreement shall terminate on the last day for which funding has been granted. Notwithstanding the foregoing, in the event funding is not renewed by the County whether as a result of a lack of provincial funding or otherwise, either party may, prior to the date of termination request a meeting with the other to discuss alternative payment arrangements, on a good faith basis.

ARTICLE 4- LICENCE FEES

- 4.1 In consideration for the *Licence*, the Provider shall pay the County, without abatement, deduction or set off, the following amount monthly, in advance, throughout the *Term*: **TWENTY THOUSAND (\$20,000.00)** plus HST (*the "Licence Fee"*), commencing on the *Commencement Date*
- 4.2 The County may increase the Licence Fee on written notice to the Provider at any time prior to June 30, 2027, provided that it has completed building condition assessments ("BCA"s) and such BCA's demonstrate that the capital requirements of the Property will exceed the allowance the County has provided for capital replacement in the original License Fee. The amount of such increase in the License Fee is limited to the additional costs contemplated by the BCA.
- 4.3 The obligations of the Provider under this section 4.2 and 4.3 shall survive the expiry or earlier termination of this *Agreement* in respect of all amounts required to be paid during or in respect of the *Term*, until termination.

ARTICLE 5- ADDITIONAL PROVIDER'S OBLIGATIONS AND RESTRICTIONS

5.1 The Provider shall:

- (a) use, operate and maintain, at its sole cost and expense, the *Property* in a clean, tidy, well-ordered and safe condition and in a good and workerlike manner, free of hazards and accumulations of rubbish or debris, at a first-class level of repair (subject only to reasonable wear and tear), in compliance with *Applicable Laws*;
- (b) operate the *Shelter*, at its sole cost and expense, in compliance with the *Base Operating Requirements*, *Program Guidelines* and all *Applicable Laws*, including obtaining any necessary permits and licences that may be required for the Provider's use of the *Property* prior to commencing to operate the *Shelter*;
- (c) to be responsible for providing and paying for all aspects of the day-to-day operation of the *Shelter* at the *Property*, including but not limited to staffing, cleaning, waste removal, sanitation and maintenance and any and all costs and expenses related thereto;
- (d) to be responsible for all day-to-day repairs and regular interior and exterior maintenance of the *Property*. The foregoing is including but not limited to snow removal, waste removal, grass cutting, landscaping, and all other day to day maintenance and repairs of the *Property* in accordance with the actions of a prudent and reasonable owner and all applicable legal standards including but not limited to the Building Code Act, S.O. 1992, c.23, the Planning Act, R.S.O. 1990 and all applicable regulations, as well as Property Standards By-laws for the County, to the satisfaction of the County, acting reasonably;
- (e) be responsible for and pay for the cost of utilities related to operating the *Shelter*;
- (f) provide annual and quarterly reports to the County detailing the *Shelter* operations and more frequently at the request of the County;
- (g) The *Provider* shall develop *Program Guidelines* within ninety (90) days of the date of this *Agreement* for approval by the County, acting reasonably;
- (h) Except as otherwise set out herein, the Provider shall observe every covenant, representation and warranties in this *Agreement* at the sole expense of the Provider;
- (i) appoint a representative to the County to provide feedback and suggestions with respect to the Renovations; and
- (j) enter into an annual letter of agreement with the County outlining the terms of a fundraising campaign including an annual fundraising target, in collaboration with the County, which funds will be committed to operating the *Shelter*.

5.2 The Provider shall not

- (a) Use the Property as a safe injection site;
- (b) use the Property for any use other than operating the *Shelter* or as otherwise expressly consented to in writing by the County;

- (c) commence operation of the *Shelter* on the *Property* until all approvals, licences and permits required hereunder or by Applicable Laws have been obtained by the Provider at the Provider's expense; or
- (d) provide any key or other means of access to the *Property* or the *Shelter* to any person other than its authorized personnel;

ARTICLE 6- COUNTY'S OBLIGATIONS

6.1 The County shall:

- (a) pay all property taxes related to the *Property* during the *Term*;
- (b) be responsible for (in addition to the *Renovations*) any and all major repairs and renovations that are of a capital nature. For the purposes of this section, "major repairs" means repairs to the structure of the *Building*, being the footings, foundations, structural columns and beams, structural subfloors, bearing walls, exterior walls, windows, and roofs of the *Building*, as well as any building systems (being the heating, ventilating, air-conditioning, elevators, mechanical, plumbing, sprinkler, and drainage) (hereinafter collectively referred to as the "*Building Systems*"). For greater certainty, the County's obligations for major repairs that are of a capital nature shall include all costs associated with such major repairs and renovations;
- (c) have a reasonable time to complete such major repairs and renovations;
- (d) notify the Provider of any major repairs and renovations that are of a capital nature required; and
- (e) receive the suggestions and feedback of the Provider with respect to the *Renovations*.

6.2 The County agrees to abide by the *Base Operating Requirements* and *Program Guidelines* (once approved), to the extent as applicable.

ARTICLE 7- INSURANCE

- 7.1 Insurance Required: At all times during the *Term*, the Provider at its own expense shall take out and keep in full force and effect a general commercial liability insurance in an amount that is determined to be satisfactory by the County, which shall be no less than \$5,000,000 per occurrence.
- 7.2 Type of Insurance: The Provider shall name the County on the policy as an additional insured, and provide a waiver of subrogation in favour of the County and any other such reasonable insurance as requested by the County from time to time.
- 7.3 Approval of Insurers: All policies of insurance required to be taken out by the Provider shall be placed with insurers that are licensed in the Province of Ontario and in a form acceptable to the County, acting reasonably.
- 7.4 Notice of Material Change or Cancellation: Each policy shall contain an endorsement requiring the insurers to notify the County in writing, by registered mail, at least thirty (30) days prior to any material change that restricts or reduces the insurance required under this clause, or cancellation thereof.
- 7.5 Deductibles: The parties agree that insurance policies may be subject to deductible amounts, such amounts to be subject to the approval of the County and which amounts shall be borne by the Provider.
- 7.6 Failure to Maintain Insurance: The Provider shall promptly advise the County of any cancellation, material alteration or lapse of any policies of insurance required under this section. In the event of any such cancellation, material alteration or lapse, the County will consider the Provider to be in breach of terms and conditions of this *Agreement* and take whatever legal steps available to remedy the situation.
- 7.7 Increase in Insurance Premiums and Cancellation of Insurance: The Provider agrees that it, its employees, agents, occupants and invitees will not do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy. If any insurance policy should be cancelled or the coverage reduced or a threat of cancellation or reduction of coverage be made by reason of anything arising out of the use or occupation of the *Property* by the Provider, whether or not the first sentence of this subsection has been complied with, and if the Provider fails to remedy the condition giving rise to such cancellation, reduction or threat, upon ten (10) days' notice thereof by the County, the County may enter the *Property* and remedy the condition at the sole cost and expense of the Provider, which cost and/or expense shall be payable to the County forthwith on demand as *Licence Fees* owing and in arrears, and in addition or in the alternative, may exercise any other remedy available to it.

- 7.8 Evidence of Insurance: Upon execution of this *Agreement*, the Provider shall deliver to the County evidence of the insurance required hereby in the form of Certificates of Insurance, in form and detail satisfactory to the County, acting reasonably, signed by the insurer or an authorized representative of the insurer. Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the County ten (10) days prior to the expiration of the current policies, without demand having to be made therefor by the County.
- 7.9 Fire Protection Systems: The Provider shall permit the County to inspect the Provider's records relating to fire safety and compliance with the Ontario Building Code and Ontario Fire Code at any time upon forty-eight (48) hours' advance notice.
- 7.10 Provider's Personal Property: The Tenant is responsible for insuring its personal property at all times.

ARTICLE 8- INSPECTIONS

- 8.1 At all times and from time to time during the *Term* of this *Agreement*, the Provider shall permit the County, at any time upon reasonable notice to the Provider, or without notice in case of a real or perceived emergency, to carry out inspections of the *Property* to review the state of *Property*, and to ensure compliance with the terms of this *Agreement*, provided that, in so doing, the County shall not unreasonably disturb or interfere with the Provider's operation of the Shelter.

ARTICLE 9- RELEASE AND INDEMNITY

- 9.1 The Provider releases and shall at all times hereafter indemnify and save harmless the *County Representatives*, of and from any and all manner of *Claims* made or brought against, suffered by or imposed on the *County* and the *County's Representatives*, in respect of any loss, damage or injury (including property damage, personal injury, bodily injury and death) to any person or property directly or indirectly arising out of, resulting from, or sustained as a result of any and all of the following by the *Provider* or the *Provider's Representatives*:
- (a) the exercise of the *Licence* and any other rights in this *Agreement*;
 - (b) the breach of any warranty or the performance, breach or default in the observation of any covenant or agreement under this *Agreement*;
 - (c) the failure to observe *Applicable Laws*.
- 9.2 The Provider shall fully indemnify and save harmless the *County's Representatives* against and from all liens which may bind the *Property* resulting directly or indirectly from any act or omission of the *Provider's Representatives*, including claims under the *Construction Act* or any successor legislation, related to any work performed by or at the direct or indirect request of the *Provider's Representatives* at the *Property*, and shall at its own expense see to the removal from the registered title to the *Property* and/or the surrounding lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within ten (10) days of being notified in writing by the County to do so, failing which the Provider may see to such removal and recover the expense and all attendant costs from the Provider as *Licence Fees* owing and in arrears.
- 9.3 The Provider shall pay to the County all the County's reasonable legal costs, on a solicitor-and-client basis, of all actions or other proceedings in which the County participates in connection with, or arising out of, any *Claim*, the obligations of the Provider under this *Agreement* or the use or occupation of the *Property* by the *Provider* or its authorized representatives.
- 9.4 The obligations of the Provider under this Article 12 shall survive the expiry or earlier termination of this *Agreement*.

ARTICLE 10 ASSIGNMENT AND NON-TRANSFERABILITY OF AGREEMENT

- 10.1 The *Provider* shall not assign, sublicense, charge, encumber or transfer, directly or indirectly, in whole or in part, this *Agreement*, grant any interest herein as security for any obligation, or permit any person, firm or corporation whatsoever to use any part of the *Property* without the written consent of the County, which consent may be arbitrarily or unreasonably withheld or delayed during the *Term*.

ARTICLE 11- DEFAULT AND TERMINATION

- 11.1 Each of the following occurrences shall constitute an "*Event of Default*":
- (a) the failure of the Provider to perform its obligations in respect of insurance under Article 8 of this *Agreement*;

- (b) the failure of the Provider to pay any *Licence Fees* as required under this *Agreement* on the date or dates appointed for the same;
- (c) the expiry or termination of, or the failure of the Provider to obtain or maintain, any permits and licences required under any *Applicable Laws* to operate the *Shelter* from the *Property* in accordance with this *Agreement*;
- (d) the Provider assigning, sublicensing or transferring the *Licence* or any interest in this *Agreement* or the *Property*;
- (e) the Provider doing or permitting anything to be done which causes or threatens to cause the cancellation of any insurance required under this *Agreement*;
- (f) the Provider abandoning or vacating the *Property*; provided that if the *Licence Fees* hereunder are overdue and the *Property* is vacant, it shall be deemed that the Provider has abandoned the *Property*;

11.2 Upon:

- (a) the occurrence of an *Event of Default*, or
- (b) any other failure of the Provider to observe any covenants or agreements which the Provider is to observe under this *Agreement*, provided that the County first gives the Provider Ten (10) days' written notice of any such failure and the Provider within such Ten (10) day period fails to commence diligently and thereafter to proceed diligently and continuously to cure any such failure to observe any such covenant or agreement (unless the default requires a longer time to rectify, in which case the rectification period shall be extended to permit such rectification as long as the Provider is expeditiously pursuing such rectification),

the County shall have the following rights and remedies, which are cumulative and not alternative, and which the County is not obligated to exercise, without prejudice to any other rights the County has pursuant to this *Agreement* or at law, and without prejudice to the County's right to recover any arrears of the *License Fees*, other amounts owing to the County hereunder, or damages for any default by the Provider hereunder:

- (i) to re-enter the *Property*, and/or to terminate this *Agreement* without notice or compensation to the Provider and without liability to the County;
- (ii) to remedy or attempt to remedy any default of the Provider under this *Agreement* for the account of the Provider and to enter upon the *Property* for such purposes; the *County's Representatives* shall not be liable to the Provider for any loss, injury or damage caused by acts of the County in remedying or attempting to remedy such default and the Provider shall pay to the County all expenses incurred by the *County's Representatives* in connection with remedying or attempting to remedy such default; and
- (iii) to recover from the Provider all *Claims*, including *Licence Fees* then owing, incurred by the *County's Representatives* as a result of any *Event of Default*.

11.3 Cross-Default: The termination of this *Agreement* shall be deemed to terminate the *Licence* granted hereby. A default by Provider under this *Agreement* shall also constitute a default under the *Service Agreement*, and vice-versa.

11.4 Costs: The Provider shall pay to the County all *Claims* (including all legal fees on a solicitor and his own client basis) incurred by the County in enforcing the terms of this *Agreement* or any matter or thing which is the obligation of the Provider under this *Agreement*.

11.5 Operating License. The Parties acknowledge that pursuant to a current by-law of the Town of Cobourg, each party may be required to obtain a licence from the Town of Cobourg with respect to the Shelter on or before **December 31, 2024** (the "**License Outside Date**"). The Parties acknowledge that they will either use commercially efforts to obtain such licences, or (at each of their discretion respectively), take reasonable steps to exempt the Shelter from the requirement for a license or otherwise remove such requirement or confirm to the mutual satisfaction of the Parties that no such requirement applies to the Shelter. In this regard the parties agree more specifically that:

- (a) If the Provider is unable to obtain a license to operate the Shelter from the Town of Cobourg on or before the *License Outside Date*, then the following shall occur:
 - (i) either party may terminate this *Agreement* by providing written notice to the other and twenty one (21) days following the delivery of such notice, the Provider shall be deemed to be in default such that an *Event of Default* shall be deemed to have occurred, entitling the County to enforce its rights pursuant to this *Agreement*
 - (ii) prior to the receipt of such notice, both parties shall, prior to terminating the

Agreement, and so long as the Provider and/or the County (as the case may be) is working with the Town to obtain such license, work collaboratively to satisfy the requirements of the Town of Cobourg, provided that this section will not require the dedication of the County's resources;

- (b) If the County is unable to obtain a license to own the Shelter from the Town of Cobourg on or before the Licence Date, then the following shall occur:
 - (i) The County may terminate this Agreement by providing written notice to the Provider twenty one (21) days following the delivery of such notice, the Provider shall be deemed to be in default such that an Event of Default shall be deemed to have occurred, entitling the County to enforce its rights pursuant to this Agreement
 - (ii) prior to the receipt of such notice, both parties shall, prior to terminating the Agreement, and so long as the Provider and/or the County (as the case may be) is working with the Town to obtain such license, work collaboratively to satisfy the requirements of the Town of Cobourg, provided that this section will not require the dedication of the County's resources;

ARTICLE 12- CONVEYANCE OF LAND BY THE COUNTY

- 12.1 The County shall have the right to transfer the ownership of the *Property* to any other entity, provided such purchaser agrees to assume the responsibilities of the County pursuant to this *Agreement*. On transfer of ownership, the new owner of the *Property* shall enter into an assumption agreement with the County with regards to this *Agreement* and upon execution of such assumption agreement, the County shall be released from all the obligations herein. The County shall provide notice of such assignment to the Provider.

ARTICLE 13- ANNOUNCEMENT

- 13.1 Both the *Parties* shall collaborate with each other on any public announcements to be made regarding the *Shelter*.

ARTICLE 14- NOTICE

- 14.1 All notices, consents, approvals or other communications permitted or required to be given under this *Agreement* (collectively, "*Notices*") shall be in writing, shall not be unreasonably withheld or delayed unless otherwise specifically provided for in this *Agreement*, and shall be: personally delivered; sent by prepaid registered mail (except during a postal disruption or threatened postal disruption); or sent by facsimile, in each case to the applicable address set out below:

in the case of the Provider to:

**10 Chapel Street,
Cobourg, ON K9A 1H9
Attention: Ike Nwibe**

in the case of the County to:

**555 Courthouse Road
Cobourg, ON K9A 5J6
Attention: Rebecca Carman**

- 14.2 Any *Notice* shall be deemed to have been validly and effectively given and received: if personally delivered, on the date of delivery; if sent by prepaid registered mail, on the third (3rd) Business Day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the Business Day next following the day on which it was sent.
- 14.3 Either party hereto may from time to time change its address for the purpose of this section by *Notice* to the other party in accordance with this section.

ARTICLE 15- INTEREST ON OVERDUE ACCOUNTS

- 15.1 All amounts payable to the County under this *Agreement* will bear simple interest at the rate of 1.25% per month (15% per year) (the "*Default Rate of Interest*"). Interest will be calculated and payable from and including the day after the day the amount is due until payment in full of the overdue amount is received by the County. Interest will be calculated only on the principal amount outstanding from time to time, and interest charges will not be added to the outstanding principal amount for purposes of calculating interest. Payments received by the County will be applied first to outstanding interest charges and the balance (if any) will be applied to the outstanding principal amount.

ARTICLE 16- NO WAIVER

- 16.1 No condonation, excusing or overlooking by the County of any default, breach or non-observance of any of the Provider's obligations under this *Agreement* at any time or times shall affect the County's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- 16.2 No waiver shall be inferred from or implied by anything done or omitted by the County.
- 16.3 Any written waiver by the County shall have effect only in accordance with its express terms.

ARTICLE 17-INTERPRETATION

- 17.1 Fettering of Discretion- Provider hereby acknowledges and agrees that nothing in this *Agreement* is intended to fetter, nor shall it be construed or interpreted as to fetter, any discretion or authority of the council for the County which authorized this *Agreement* on behalf of the County or any successor council thereto. Without limiting the forgoing, Provider acknowledges that they will not receive any special planning, building or financial consideration by virtue of having entered into this *Agreement* or by virtue of the existence of this *Agreement*.
- 17.2 Construing Licence. Nothing in this *Agreement*, nor any conduct of the parties, shall create any relationship other than that of County and Provider and the County shall not be deemed to be a partner of the Provider in the conduct of the operating the *Shelter* or a joint venture with the Provider or the landlord of the Provider.
- 17.3 No Interest in Land. This *Agreement* does not create any right, title or interest in *Property* which contain the *Shelter* and the Provider shall not register any notice of this *Agreement* under the *Land Titles Act*, Ontario or the *Registry Act*, Ontario; the Provider acknowledges that any such registration in any event, shall be of no effect.
- 17.4 Enurement. This *Agreement* shall be binding upon and shall enure to the benefit of the parties and their respective successors and approved assigns.
- 17.5 Counterparts. This *Agreement* may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this *Agreement*, and any other document to be delivered by one or more parties under this *Agreement*, may be executed by electronic signature through a *County-Approved Electronic Signature Platform* (as defined below), or by handwritten signature delivered to the other party or parties by electronic transmission in PDF format. Any such electronic signature or handwritten signature delivered by electronic transmission shall be valid, binding and enforceable upon the party or parties so executing and/or delivering same electronically to the same extent and shall have the same legal effect as an original signature. If and when one or more parties hereto executes this *Agreement* by or through a *County-Approved Electronic Signature Platform*, then such party or parties shall, upon the request of another party hereto, be obliged to forthwith provide the requesting party with a certificate of completion or similar certificate produced or issued by such *County-Approved Electronic Signature Platform*, which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. For the purposes of this section, "*County-Approved Electronic Signature Platform*" means DocuSign Inc.'s electronic signing platform or any other similar secure electronic application or platform acceptable to the County in its sole and absolute discretion and "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended.
- 17.6 Strict Performance. The Provider acknowledges that no failure or delay by the County in exercising any right, power or privilege under this *Agreement* shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 17.7 Time of the Essence. Time shall be of the essence for this *Agreement* and for every part hereof and no extension or variation of this *Agreement* shall operate as a waiver of this provision.
- 17.8 Entire Agreement. This *Agreement* constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties rely upon or regard as material, any representations or writings not expressly incorporated herein. This *Agreement* may not be amended or modified in any respect except by written instrument signed by each of the parties. Any schedules referred to in this *Agreement* are incorporated by reference and form part of the *Agreement*.
- 17.9 Headings for Convenience Only. The division of this *Agreement* into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this *Agreement*.
- 17.10 Governing Law. This *Agreement* shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada.

- 17.11 Paramourty. It is agreed that where there is a conflict between the terms of this *Agreement*, the *Program Guidelines*, and the *Base Operating Requirements*, the order of precedence shall be as follows: this *Agreement*, the *Program Guidelines*, the *Base Operating Requirements*.
- 17.12 Gender. In this *Agreement* words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 17.13 Calculation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this *Agreement*, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a business day, then the time period in question shall end on the first Business Day following such non-Business Day.
- 17.14 Legislation References. Any references in this *Agreement* to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 17.15 Severability. If any article, section, paragraph or other portion of this *Agreement* is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this *Agreement* and such unenforceable or invalid article, section or other portion hereof shall be severed from the remainder of this *Agreement*.
- 17.16 Further Assurances. The Provider shall execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this *Agreement*.
- 17.17 Extended Meanings. In this *Agreement*:
- (a) each obligation of the County or the Provider, even though not expressed as a covenant, is deemed to be a covenant for all purposes;
 - (b) the expression "the Provider shall" means "the Provider covenants to and agrees with the County that it shall";
 - (c) the expression "the Provider covenants" means "the Provider covenants to and agrees with the County";
 - (d) the expression "the Provider acknowledges" means "the Provider acknowledges to and agrees with the County";
 - (e) the expressions "at any time" and "at all times" mean "at any and all times and from time to time";
 - (f) the expression "including" means "including without limiting the generality of the foregoing";
 - (g) the expression "observe" means "observe, perform, fulfill, comply with and discharge or any of them";
 - (h) the expression "incurred by" means incurred by, suffered by, sustained by, levied against or brought against.

[Signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement.

EXECUTED this 10 day of ~~June~~ ^{October} 2024.

SIGNED, SEALED AND DELIVERED

) **TRANSITION HOUSE COALITION OF**
) **NORTHUMBERLAND**
)
) Per: *BM*
) Name: Meaghan Macdonald
) Title: Chair of the Board
)
) Per: *[Signature]* c/s
) Name: Ike Nwibe
) Title: Executive Director

I/We have authority to bind the corporation.

EXECUTED this 15th day of ~~June~~ ^{October} 2024.

SIGNED, SEALED AND DELIVERED

) **THE CORPORATION OF THE COUNTY**
) **OF NORTHUMBERLAND**
)
) Per: *[Signature]*
) Name: Jennifer Moore
) Title: CAO
)
) Per: *[Signature]* c/s
) Name: MATTHEW NITSCH
) Title: TREASURER

I/We have authority to bind the corporation

Schedule "A"

Municipal Address and Legal Description

PIN: PIN 51099-0067 (LT)

Interest/Estate: Fee Simple

Legal Description: PT LT 9 BLK E PL CADDY (FORMERLY LT 16 CON A HAMILTON), COBOURG; PT LT 10 BLK E PL CADDY (FORMERLY LT 16 CON A HAMILTON) COBOURG AS IN CB134843; TOWN OF COBOURG

Municipal Address: 310 Division Street, Cobourg, Ontario

Schedule "B"
Base Operating Requirements

The Provider shall:

Community:

- (c) Develop *Program Guidelines* mandating compliance with local laws and bylaws for occupants residing in the *Shelter* to foster positive community engagement. This shall include developing coordinated access, intake procedures, and data collection techniques.
- (d) Collaborate with the County to devise a strategy for neighbourhood engagement, including:
 - (i) Participate in the implementation of a Community Liaison Committee with surrounding neighbours and the County, conducting at least quarterly meetings to address neighbours concerns and providing annual reports, it being agreed that there shall be one representative appointed by the Town of Cobourg who is employed by the Town of Cobourg, but who is not a member of the Council for the Town of Cobourg; and
 - (ii) Develop programming to support neighbourhood relations.
- (c) Provide annual and quarterly reports on Shelter operations to the County, and support the County in providing the same reports to the Town of Cobourg and other stakeholders as requested by the County;
- (d) Take reasonable measures to ensure the *Shelter* is maintained in accordance with the Property Standards By-law;
- (e) Remain actively involved in the County's homelessness system which includes participation in pertinent community events and committees, such as leadership forums, and collaborating on coordinated case management alongside other agencies providing support to the homeless population;
- (f) Promote equality, diversity, and inclusion. The Provider shall strive to create an environment where all the occupants and staff of the *Shelter* are treated fairly and respectfully, regardless of their background, identity, or characteristics and fostering a culture of belonging and acceptance. The Provider shall take measures conducive to creating a workplace free from harassment, abuse and discrimination.

Staffing and Services:

- (a) Deliver and/or coordinate "wrap around" services on site, such services being subject to change from time to time and shall be based on the needs of individual occupants.
- (b) Provide adequate staffing and train all the staff to meet the basic skills threshold required to work in a *Shelter*. In this regard, the Provider shall:
 - (i) Meet minimum staffing requirements; and
 - (ii) Deliver minimum staff training as required by the County.
- (c) Publish a phone number with staff answering 24 hours a day 7 days a week on a best effort basis;
- (d) Implement a code of conduct in compliance with Service Agreement and best practice standards that includes reminders to clients of good neighbour expectations;
- (e) Adhere to occupancy limits as established by appropriate authorities and as established in Service Agreement with the County;
- (f) Provide on-site security 24 hours a day 7 days a week for the first year, with funding from the County, with consideration of extension based on need and continued funding from the County;

Occupants:

- (a) Select occupants in accordance with the *Program Guidelines* agreed to with the County.
- (b) Have a pet policy for animals on site including maximum capacity and bathroom

facilities. The Town's pet by-law will be made available for reference to occupants.

- (c) Take reasonable measure to ensure occupants adhere to a code of conduct while at the *Shelter* and advise occupants of good neighbour expectations such as those codified in town by-laws such as nuisance related by-laws relating to noise.

Design Requirements:

- (a) Ensure residents utilize the designated smoking area in compliance with all applicable legislation and or by-laws. Ensure garbage and recycling facilities are managed in a manner consistent with Town By-Laws including appropriate enclosures and/or visual screening.
- (b) Provide appropriate space that is allocated for temporary storage of personal items that is distant and not obviously visible from public spaces.
- (c) Provide a 24 hour a day 7 days a week drop in respite centre that individuals are able to access to seek services and a safe space to stay out of the elements.
- (d) Implement such measures, policies, practices or other requirements of any and all accessibility standards to which Transition House may be subject to under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, Chapter 11, (the "AODA") and its regulations and ensure that, if applicable, records of AODA training are maintained, including dates when training is provided, the number of employees and volunteers who received training and individual training records. Transition House shall ensure that this information will be made available, if requested by the County;
- (e) Operate and maintain the *Shelter* in accordance with the terms and conditions of the Service Agreement and in a good state of repair and fit for occupancy in the same manner as a prudent owner would do, subject to the repair and maintenance obligations of the County. Without limiting the foregoing, Provider shall be responsible for the repair and all regular interior and exterior maintenance of all components of the *Property*, including, but not limited to snow removal, grass cutting, fencing, shrubbery and landscaping, walkways, driveways, lighting, and the repair and maintenance of those components shall be in accordance with the actions of a prudent and reasonable owner and all applicable legal standards including but not limited to the Building Code Act, S.O. 1992, c.23, the Residential Tenancies Act, 2006, S.O. 2006, c.17, the Planning Act, R.S.O. 1990, c.P.13 and all applicable regulations, as well as Property Standards By-laws for the County, to the satisfaction of the County, acting reasonably;

Financial

- (a) Manage the *Shelter* in a fiscally responsible manner including ensuring that:
- (b) Ensure that a deficit is not incurred in any year without the approval of the County, which approval shall not be unreasonably withheld; and
- (c) Ensure that no expenditure is made which is of a material and excessive nature having regard to the normal practice for a similar project;
- (d) Ensure that all funding provided by the County for operations of a *Shelter*, respite centre and other related services at the *Property*, will not be used for any other purpose, including expenses for 10 Chapel Street, unless explicitly approved by the County.

Other:

- (a) Comply with *Shelter* standards as established and amended from time to time by the County;
- (b) Comply with Service Agreement for operations of programming at the *Property*.
- (c) On forty-eight (48) hours prior written notice, give the County free access to the *Property* and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with the Service Agreement, it being agreed that Provider will identify any confidential information and, to the extent so required at law (including MFFIPA), the County shall maintain the confidence of such information;

THIS FUNDING AGREEMENT made as of this 1st day of January 2025

BETWEEN:

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND (the "County") and
TRANSITION HOUSE COALITION OF NORTHUMBERLAND (the "Provider")

WHEREAS:

- A. The County is authorized to provide funding for the delivery of certain community services, as outlined in Schedule "A" attached hereto;
- B. The County has accepted the Provider's proposal to provide certain services to the County as described in Schedule "B" of this Agreement, as may be amended from time to time;
- C. The County has authorized the Director of Community and Social Services to execute and deliver purchase of service agreements with providers to provide services that meet the objectives of the Community and Social Services Department; and
- D. The County has agreed to provide funding to the Provider to provide the services described herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The County hereby purchases from the Provider, and the Provider agrees to provide, the Services to the County for the Term on the terms and conditions set out herein. The Provider acknowledges and agrees that the Funding is solely for the purpose of funding the Provider's provision of the Services and may only be used for such purpose.

2. FEES FOR SERVICES

The County shall pay to the Provider, in full payment and compensation for the Services, subject to the approval of the Director, an amount not to exceed the Total Budget set forth in Schedule "B" to this Agreement, inclusive of any applicable taxes.

3. PAYMENT

The County shall pay to the Provider the amount or amounts set forth in but not exceeding the Total Budget set forth in Schedule "B" in accordance with the payment schedule in Schedule "B" and subject to any conditions specified therein that the Provider must satisfy prior to payment by the County.

4. TERM OF AGREEMENT

This Agreement will be in effect from the date first written above until **March 31st, 2025**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, unless either party gives notice of its intention to terminate this Agreement in accordance with the provisions thereof prior to the expiry of the Term, this Agreement shall automatically renew for an additional renewal term, terminating on the earlier of **March 31, 2026** or the date on which the parties enter into a new funding agreement (the "Renewal Term"), unless earlier terminated in accordance with the provisions of this Agreement.

5. TERMS AND CONDITIONS

The Provider agrees to comply with the "Funding Agreement – Standard Terms and Conditions" attached hereto which are incorporated into this Agreement and form part hereof.

6. SCHEDULES

The Provider agrees to comply with the terms of all Schedules to this Agreement. The Schedules attached hereto, which form part of this Agreement, are as follows:

- A. Legal Authority
- B. Provider's Particulars, Service Description, Budget & Payment Schedule
- C. Reporting and Service Evaluation requirements/schedule
- D. Funding Request and Reconciliation Form and reporting dates
- E. Quarterly Statistical Reporting Forms and reporting dates
- F. Additional provisions
- G. Service Standards

The County may amend the Schedules any time following the first Term on sixty (60) days prior written notice to the Provider. The parties may amend the Schedules at any time by mutual written agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND

Per: [Signature]
Name: Jennifer Moore
Per: [Signature]
Name: MATTHEW NITSCH

We have authority to bind the corporation.

TRANSITION HOUSE COALITION OF NORTHUMBERLAND

Per: [Signature]
Name: Meaghan Macdonald
Per: [Signature]
Name: Ike Nwibe

We have authority to bind the corporation.

1. DEFINITIONS

- 1.1 In this Agreement,
- a) **"Agreement"** means this Funding Agreement, the Funding Agreement Standard Terms and Conditions, and the attached Schedules which embody the entire agreement between the parties;
- b) **"Director"** means the Director of Community and Social Services for The County of Northumberland, or the Director's delegate;
- c) **"Funding"** means all amounts paid or payable by the County to the Provider pursuant to this Agreement.
- d) **"Material(s)"** means any equipment, food, appliances, supplies or chattels of any kind purchased by the Provider under this Agreement for use in the delivery of the Services and as more particularly described in Schedule "B" to this Agreement; and
- e) **"Services"** means the services provided by the Provider pursuant to this Agreement and as more particularly described in Schedule "B" to this Agreement.

2. SERVICES TO BE PROVIDED

- 2.1 The Provider represents and warrants that the Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the County is relying upon such representation and warranty in entering into this Agreement. The Funding shall only be used for the purpose of funding the Provider's provision of the Services.

3. FEES FOR SERVICES

- 3.1 The County shall pay to the Provider, in full payment and compensation for the Services, subject to the approval of the Director, an amount not to exceed the Total Budget set forth in Schedule "B" to this Agreement, inclusive of any applicable taxes. For greater certainty, if the Provider is exempt, on a full or partial basis from the payment of applicable taxes, the Total Budget shall exclude the amount, if any, of the applicable tax rebate or input tax credit to which the Provider is entitled. The Provider shall, as far as reasonable and practical take advantage of any applicable tax rebate or input tax credit that may be available to it. The payment hereunder is all inclusive of the County's contribution to the Services.
- 3.2 The Director may refuse payment or may approve only partial payment if the Services do not comply with the terms of this Agreement.

4. PAYMENT

- 4.1 The County shall pay to the Provider the amount or amounts set forth in but not exceeding the Total Budget set forth in Schedule "B" in accordance with the payment schedule in Schedule "B" and subject to any conditions specified therein that the Provider must satisfy prior to payment by the County.
- 4.2 Despite the provisions of Section 4.1, the Director shall, in the Director's sole discretion, be entitled to amend the terms of payment set out above.
- 4.3 The Provider agrees to notify the County of any errors or omissions with respect to payments made under this Agreement within thirty (30) days after payment is received. If the County agrees with the notice of error or omission, the parties will reconcile such payment within thirty (30) days of such notice. If the County notices that a payment error has been made at any time, the County shall notify the Provider and the parties shall reconcile the payment within thirty (30) days of the notice. In the event of any dispute, the Director's decision shall be final and binding.
- 4.4 It is further agreed and understood that in the event that the Provider does not spend monies paid by the County for the Services, the County may, in its sole discretion, require the Provider to refund such amounts as may be determined by the County.
- 4.5 The County reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Provider breach its obligations under this Agreement.

5. REPORTING AND MONITORING

- 5.1 The Provider shall provide a report or reports to the County with respect to the Services in accordance with the timelines, reporting and evaluation requirements set forth in Schedule "C" to this Agreement, if applicable. Any such report must be in a form satisfactory to the Director. The report shall use such performance indicators and other criteria as provided by the County from time to time in order to measure the results. The report shall include but not be limited to a report on the implementation of the Services, observations as to successes, problems, concerns and any lessons learned, and the progress achieved (including targets reached) in carrying out the Services.
- 5.2 The Provider shall permit the County's designate to enter, at any reasonable time, a site at which the Services are provided to monitor and review from time to time the Provider's performance of the Services in order to ensure

that the Provider is performing in accordance with the terms of this Agreement and the County's requirements.

- 5.3 The Provider agrees to provide an updated business plan to the County with respect to the Services on a quarterly basis, and to meet with the County's representatives at least quarterly to discuss the delivery of the Services in efforts to ensure continued improvement and compliance with the Agreement. The Provider commits to reviewing its own delivery of the Services on an ongoing basis to evaluate and continually improve the effectiveness of the Services.
- 5.4 The Provider represents and warrants that it has the financial resources to deliver the Services and to perform its obligations hereunder. The Provider agrees to provide to the County each year with a copy of its annual year end financial statements, including income statement, balance sheet, and cash flow statement within 6 months of their year end.
- 5.5 The Provider further agrees to provide any additional information requested by the County from time to time to enable the County to assess the Provider's compliance with this Agreement.

6. RECORDS

- 6.1 The Provider shall maintain its financial and other records including without limitation any reports provided by the Provider to the County under this Agreement in connection with the Services in a manner satisfactory to the County. Such records shall be made available to the Director for review and/or audit upon reasonable notice to the Provider. The County shall be entitled to make copies of any of the Provider's records in connection with this Agreement. The Provider shall prepare and maintain its financial records in accordance with generally accepted accounting principles.
- 6.2 The Provider shall retain all records referred to in Section 6.1 for a minimum period of seven (7) years.
- 6.3 The Provider shall not dispose of any records respecting the Services without the prior consent of the County, which consent may be withheld at the sole discretion of the Director, or may be granted subject to such terms and conditions as the County may require.
- 6.4 The provisions of Sections 6.1, 6.2 and 6.3 shall survive expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY AND PHYSICAL ASSETS

- 7.1 **"Intellectual Property"** means copyright, computer software, data, designs, photographs, drawings, plans, videotapes, patents, trademarks, trade secrets and all related information concerning the Services.
- 7.2 Intellectual Property respecting the Services pursuant to this Agreement belongs exclusively to the Provider. The Provider shall and does hereby grant to the County an irrevocable and non-exclusive licence and right to use, translate, adapt, record by any means or reproduce, any and all work subject to copyright which is produced by the Provider in carrying out the Services. The licence granted under this provision shall be for the duration of the copyright.
- 7.3 The licence granted to the County under Section 7.2 includes:

- (a) the right to authorize the use of the work by any contractor engaged by the County solely for the purpose of performing contracts with the County; and
- (b) the right to distribute the work outside the County as it deems appropriate.

8. COMPLIANCE WITH LAWS

- 8.1 The Provider shall comply with all applicable federal, provincial, municipal or local laws, statutes, regulations and by-laws.
- 8.2 The Provider acknowledges that it is providing goods or services to, or interfacing with, the public on behalf of the County, with the result that in the performance of this Agreement the Provider is subject to the provisions of the *Accessibility for Ontarians with Disabilities Act* (the "AODA") and regulations. Accordingly, the Provider agrees to:
- (a) comply with the requirements of the AODA; and
- (b) Ensure that all of its employees, agents, volunteers or others engaged in the delivery of goods and/or services under this Agreement are trained in the AODA and regulations to the satisfaction of the County.
- 8.3 The Provider acknowledges and agrees that the County's provision of the Funding and the delivery of Services is governed by applicable laws and regulations, including but not limited to the statutes set out in Schedule "A", and that the Provider shall comply with all terms of said laws that apply to the delivery of the Services. The Provider further agrees that it will comply with all requests of the County to enable the County to comply with all applicable laws, and that the County will not be liable for any actions it must undertake to comply with said laws.

9. INDEMNIFICATION

- 9.1 The Provider shall, both during and following the term of this Agreement, indemnify and save harmless the County

(including its directors, officers, employees, agents, volunteers, members) for any and all costs, losses, damages, judgments, claims, demands, suits, actions, or any other proceedings made, brought or recovered against the County based upon, occasioned by, or attributable to anything done or omitted to be done by the Provider, and its directors, officers, employees, agents, volunteers, or anyone for whom the Provider is responsible at law, for or in connection with the provision of the Services.

10. INSURANCE

10.1 During the term of this Agreement or any renewal thereof, the Provider shall obtain and maintain in full force and effect, the following insurance coverage taken out with the insurance companies licensed to transact business in the province of Ontario and not otherwise excluded by the County's Purchasing and Risk Manager:

- a) Commercial general liability ("CGL") insurance, naming the County as an additional insured, with limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and shall be maintained continuously from either commencement of the Services or the execution of this Agreement, whichever is sooner. Should this policy contain a general aggregate, the minimum acceptable aggregate shall be not less than Five Million Dollars (\$5,000,000). The CGL insurance shall include cross-liability and severability of interest clauses, non-owned automobile liability and standard contractual liability. Where the Provider is not providing a Workplace Safety and Insurance Board Clearance Certificate, Employers Liability and Voluntary Compensation insurance is required.
 - b) The County shall accept in place of the insurance coverage listed in section 10.1(a), a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL coverage and general aggregate limits noted above.
 - c) Standard owner's form automobile liability insurance in respect of licensed vehicles which shall have limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Provider.
 - d) If any persons providing Services under this Agreement are acting in a professional capacity then confirmation of Professional liability insurance is required. This limit for this coverage shall not be less than Two Million Dollars (\$2,000,000) per claim and shall be in a form acceptable to the County's Purchasing and Risk Manager.
 - e) Where the Provider is a corporation with a Board of Directors, Directors' & Officers' Liability insurance is required which shall have limits of not less than One Million Dollars (\$1,000,000) per claim and shall be in a form acceptable to the County's Purchasing and Risk Manager.
- 10.2 The Provider shall provide proof of such insurance coverage to the County prior to or upon execution of this Agreement on a Certificate of Insurance form. Each policy shall be endorsed to provide the County, and each additional or named insured with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage. Where the policy does not so provide, the Provider shall be obligated to provide each additional or named insured with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.
- 10.3 Insurance coverage shall include cross-liability and severability of interest clauses of standard wording, and shall name the County as an additional insured with respect to any claim in respect of the Provider's provision of Services under this Agreement.

11. TERMINATION OF AGREEMENT

- 11.1 If the Provider fails to comply with or is in violation of any of the provisions of this Agreement, as determined by the Director, the Director may, in the Director's sole discretion, terminate this Agreement upon thirty (30) days' notice in writing to the Provider, or alternatively, the County may require the Provider to take remedial action to rectify or improve its performance, as required by the Director, in the Director's sole discretion.
- 11.2 Notwithstanding Section 11.1, the Director may in the Director's sole discretion and for any reason whatsoever, determine that this Agreement should be terminated, and such termination shall take effect upon thirty (30) days' notice in writing to the Provider of the Director's decision to terminate this Agreement.
- 11.3 On receipt of notice of termination from the County, the Provider shall perform no further Services other than those reasonably required to complete the Services then in progress as determined by the County, and shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Provider relating to the Services provided.
- 11.4 The County shall pay all reasonable costs incurred by the Provider up to the date of termination less any costs incurred

by the County in re-procuring and completing the Services where the termination is for cause. In no event, however, shall the Provider be paid any amount, in part or in total, which exceeds the total fees for Services as set out in Section 3.1 of this Agreement.

11.5 Despite Sections 11.1 through 11.3, inclusive, the County may without notice, terminate this Agreement if:

- (a) a petition for an order of relief under any applicable bankruptcy code or any amendment or successor thereto is filed against the Provider, and is not discharged or dismissed within thirty (30) days thereafter;
 - (b) the Provider becomes bankrupt or voluntarily seeks relief from creditors under any applicable bankruptcy code or other legislation of like or substantially similar effect;
 - (c) a receiver, receiver-manager, trustee or other similar-type custodian is appointed for the Provider or a substantial portion of its assets.
- 11.6 Any termination of this Agreement shall be without prejudice to any other rights or remedies the County may have at law or equity, and the Provider acknowledges that upon termination, the County may re-procure services the same or similar to the Services provided pursuant to this Agreement.

11.7 The Provider may terminate this Agreement by providing notice in writing to the County of its intention to terminate this Agreement. The termination will be effective thirty (30) days after the County's receipt of such notice. On issuing of such notice, the Provider shall perform no further Services other than those reasonably required to complete the Services presently in progress as determined by the County. The Provider shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Provider relating to the Services provided to date.

11.8 The County may terminate this Agreement, reduce the amount of available Funding, cease to provide further Funding, or demand repayment of the Funding, immediately upon notice to the Provider if required pursuant to legislation governing the Funding or delivery of the Services.

12. TERM OF AGREEMENT

12.1 This Agreement will be in effect for the Term as set out in this Agreement, subject to any renewal or early termination pursuant to the terms hereof.

13. PRESERVATION AND DISPOSITION OF ASSETS

- 13.1 The Provider shall preserve and maintain for initially intended use any assets costing One Thousand Dollars (\$1,000) or more, acquired with the funding provided under this Agreement, unless the County authorizes in writing their disposition or alternative use.
- 13.2 The Provider agrees that the assets referred to in Section 13.1 shall be used solely in respect of the Services. Should the Services no longer require the use of any or all of such assets the County reserves the right to decide on the alternative use or disposition of the assets.
- 13.3 Any assets disposed of without prior written consent of the County shall render the Provider liable to repay to the County an amount equivalent to the value of the asset at the time of disposition, determined by the County.
- 13.4 The provisions of Sections 13.1, 13.2 and 13.3 shall survive the expiration or termination of this Agreement.

14. ASSIGNMENT

14.1 The Provider shall not assign, subcontract, or otherwise transfer this Agreement or any part thereof without the prior written approval of the Director, which approval may be withheld at the sole discretion of the Director, or may be granted subject to such terms and conditions as the County may require. For the purpose of this provision, the change of control of the Provider shall constitute a transfer and require prior written approval of the Director.

15. STATUS OF PARTIES

- 15.1 The Provider acknowledges and agrees that this Agreement is in no manner to be deemed or construed to be an agreement of or for employment. Specifically, the parties do not intend by this Agreement that the Provider or its employees, agents or contractors are to be considered employees of the County for any purpose, including, without limiting the generality of the foregoing, for the purposes of the *Income Tax Act* (Canada), R.S.C. 1985 c.1 (5th Supp.); the *Canada Pension Plan Act* (Canada), R.S.C. 1985, c. C-8; the *Employment Insurance Act* (Canada), S.C. 1996, c.23; the *Workplace Safety and Insurance Act, 1997* (Ontario), S.O. 1997, c.16 (Sched. A); the *Occupational Health and Safety Act* (Ontario), R.S.O. 1990, c. O.1; the *Pay Equity Act* (Ontario), R.S.O. 1990, c. P.7; or the *Health Insurance Act* (Ontario), R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefore.
- 15.2 Despite the provisions of Section 15.1, it is the sole and exclusive responsibility of the Provider to make its own determination as to its status under the Acts referred to therein, and, in particular, to comply with the provisions of any such Acts and to make any payments required thereunder.

15.3 Nothing in this Agreement shall be construed so as to imply a partnership between the parties. It is expressly understood that the parties are independent contractors and no partnership of any kind is intended between the parties.

16. NON-EXCLUSIVITY

16.1 Nothing in this Agreement shall be construed as giving the Provider any exclusive right or privilege in providing the Services or other activities described herein. The County shall retain the right to perform or contract for the same or similar services to be provided for its citizens in the same geographic area.

17. CONFIDENTIALITY AND MEDIA RELATIONS

17.1 The Provider agrees that it shall not discuss with or inform the media about any aspect of the Services without the express authorization of the Director or its designate.

17.2 The Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County, or its delegate, at any time during or following the term of this Agreement, except where required by law, any information or document that identifies any individual in receipt of Services without obtaining the prior written consent of the individual or the individual's parent or guardian.

17.3 The Provider acknowledges that any information collected by it or exchanged with the County and/or the Province pursuant to this Agreement is subject to the provisions of *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), and/or the *Freedom of Information and Protection of Privacy Act* (Ontario).

17.4 The Provider shall acknowledge and recognize the contribution of the County to the Services in any publicity and/or signage relating to the Services which shall include but not be limited to, any information provided to the public on any web site of the Provider. For the purposes of this provision, the Provider shall comply with any guidelines and instructions provided by the County from time to time regarding the manner in which the Provider is to give appropriate recognition of the County's contribution hereunder.

17.5 The Director and the Provider may delegate to or nominate individuals to serve as contact persons for day-to-day communication under this Agreement.

18. NOTICES

18.1 Any notice required to be given under this Agreement by one party to the other party herein may be delivered or sent by registered mail addressed as follows:

- to the County at:
555 Courthouse Rd.
Cobourg, Ontario K9A 5J6
Attention: Director of Community and Social Services
- to the Provider at the address set forth in Schedule "B" to this Agreement;
- or to such other addresses as either party may from time to time designate by written notice to the other party.

18.2 Any notice given under this Agreement shall be deemed to have been received in the case of delivery, on the day on which it was delivered and, in the case of notice by mail, on the fifth business day following the day on which the notice was mailed.

19. CONFLICT OF INTEREST

19.1 The Provider shall have a policy in place which is satisfactory to the County to prevent conflicts of interest in the management of the funding provided to the Provider by the County under this Agreement. The Provider shall disclose to the County any existing or potential conflict of interest that may exist at the date of execution of this Agreement or during the term of this Agreement.

20. ACKNOWLEDGMENT OF FUNDING ARRANGEMENTS

20.1 The parties to this Agreement hereby acknowledge and agree that the County is purchasing services under this Agreement pursuant to the County's funding arrangements with the government of the Province of Ontario. If at any time this funding is altered, rescinded or terminated, the County reserves the right to terminate this Agreement forthwith. The parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the County to continue to purchase the Services or similar services from the Provider after the end of the term or the termination of this Agreement.

21. TIME OF THE ESSENCE

21.1 Time shall be of the essence in this Agreement.

22. ENTIRE AGREEMENT

22.1 This Agreement and the Schedules attached hereto, form the entire agreement between the parties and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

22.2 Notwithstanding the provisions of Section 22.1, if there is a conflict between the provisions of any Schedule attached hereto and the provisions of any section of this Agreement, the provisions of this Agreement shall prevail.

23. FURTHER ASSURANCES

23.1 The parties hereto covenant and agree that they will at their own expense from time to time and at all times hereafter, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created as herein described.

24. SUCCESSORS AND ASSIGNS

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

25. APPLICABLE LAW

25.1 This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

26. PARTIAL INVALIDITY

26.1 Should any provision(s) of this Agreement be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the Agreement and the balance of the Agreement's provisions shall remain in full force and effect.

27. BUSINESS ETHICS:

27.1 The Provider and its directors, officers, employees, and agents must conduct themselves with the highest degree of integrity and honesty at all times.

27.2 The Provider has and shall maintain at all times a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, the Provider shall have an employee business ethics and compliance training program and an internal control system that is satisfactory to the County, considering: (a) the size of the Provider and extent of its involvement in Government contracting; (b) the ability to facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and (c) the ability to ensure corrective measures are promptly instituted.

27.3 The Provider shall comply with the County's policies and procedures, as amended from time to time, including but not limited to Health and Safety, Bill 168, and Code of Conduct, copies of which the Provider acknowledges having received and reviewed. The County may amend its policies and procedures from time to time upon notice to the Provider.

28. SECURITY CLEARANCE

- a) Upon request of the County, the Provider's officers, directors, employees (including supervisors), and agents directly involved in the delivery of Services must obtain a clearance certificate from the Police Service that is responsible for the municipality in which each such individual resides, at the Provider's expense.
- b) The Provider will be required to submit Clearance Certificates for all officers, directors, employees (including supervisors), and agents that will normally be working in the facility(ies) where Services are delivered, any replacement workers, supervisors directly involved with the delivery of Services and all executive officers of the Provider. This form will be forwarded to the Director.
- c) This Agreement could be terminated at the sole discretion of the County should the security check(s) indicate a reason(s) for concern, in the opinion of the County.
- d) The County maintains the right to refuse a particular individual from working in County funded programs or services, including the delivery of the Services hereunder, should they submit a Clearance Certificate that is unsatisfactory in the opinion of the County.
- e) The County shall be authorized to perform background checks and to verify references and qualifications on all personnel delivering the Services.
- f) The Provider shall ensure its employees and agents undergo professional development to the satisfaction of the County.

SCHEDULE “A”
Legal Authority

The County was designated a delivery agent pursuant to the **Municipal Act** and as such has the responsibility for administering funding agreements for delivery of services. A requirement of this **Act** is that consistent monitoring and accountability of programs is maintained.

In addition, the County is a designated Service Manager for the delivery of the Homelessness Prevention Program (HPP).

The overall vision of the HPP is to provide Service Managers with the resources needed to establish a coordinated housing and homelessness system in each community so that:

People at risk of or experiencing homelessness have the housing and support services that they need to retain and/or obtain stable housing and achieve better outcomes.

In support of this vision, the HPP provides funding (inputs) to support Service Managers in implementing a variety of flexible, local approaches to the delivery of services and supports (outputs) aligned with three key goals (outcomes):

1. **Prevent homelessness:** People at risk of homelessness remain housed and have connections to support services.
2. **Address homelessness:** People who are homeless and chronically homeless obtain and retain housing and support services.
3. **Reduce chronic homelessness:** Reduction in chronic homelessness.

Additionally, the municipal approval for this program and its funding was passed by County Council under bylaw **46-2024** on December 18, 2024.

SCHEDULE "B"
Description of Services, Materials, and Budget
For the Period from January 1, 2025, to March 31, 2025

PART B1: PARTICULARS

NAME OF PROVIDER: TRANSITION HOUSE COALITION OF NORTHUMBERLAND

Address of Provider: 10 Chapel Street, Cobourg, ON, K9A 1H9
Telephone/Fax: P: 905-376-9562

Attention: Ike Nwibe – Executive Director

PART B2: SERVICES DESCRIPTION

The Provider will provide the following Services to the County:

Name of Eligible Project: 310 Emergency Shelter Services

A. Project Objectives and Outcomes:

- 1.1 The Provider agrees to administer **\$302,023.65** in accordance with the HPP guidelines to provide a range of diversion and housing related support to people who are actively experiencing homelessness or who are at-risk of homelessness in Northumberland County. This funding supports activities which provide a comprehensive range of services to clients in shelter and during the transition period from temporary lodging in shelter into more permanent housing.
- 1.2 As a part of program administration, the Provider agrees to have an agency representative attend and fully participate in providing any relevant updates at the Homelessness Coordinated Response Team (HCRT) meetings. The Provider agrees to add all consenting individuals and families to the By-Name List (BNL). The Provider will capture reasons for not completing this paperwork should the individual or family not provide consent and will provide this information to the County upon request. The Provider agrees to take part in work related to Homelessness Coordinated Entry System initiatives as required and by negotiation (Example: this may include Homeless Individual and Families Information System [HIFIS], training opportunities, etc.). The Provider also agrees to take part in associated homelessness leadership initiatives as developed across the system as opportunity and necessity arise. (Example: Homelessness Leadership Table [HLT]).
- 1.3 The Provider acknowledges receipt of a copy of the Service Standards for Emergency Shelters, attached hereto as Schedule "G". The parties agree that the Service Standards for Emergency Shelters shall be read and form part of this Agreement to the extent that such standards are not inconsistent with the terms of this Agreement. The Provider agrees to provide services in accordance with the Service Standards for Emergency Shelters to adults experiencing homelessness who are aged 18 and over and in accordance with the policies and requirements of the County, as communicates to it, so long as this Agreement is in force. The County and the Provider will negotiate updated shelter guidelines and responses to homelessness to be implemented by mutual agreement. The Provider agrees to utilize HIFIS to further implement a Coordinated Access System in Northumberland County.
- 1.4 The Provider will coordinate and implement a service known as 310 Emergency Shelter Services. This service will operate annually on a 24 hour per day, 7 days a week basis. Any change in this operating time frame will be negotiated between the County and the Provider in advance and will be confirmed in an addendum letter to this agreement. The service is designed to provide emergency relief for those who are living unsheltered or in unsafe living conditions.
- 1.5 Emergency shelter solutions are expected to operate from a Housing First and people-centred approach. Mutually agreed upon outcomes and measurable activities that build toward this model in 2025 include:
 - A. Ensuring that the strategic directions of Transition House align with the County's plans to respond to homelessness in the community.
 - B. Transition House may be included in an ongoing assessment of the effectiveness and relevance of the programs and services offered considering changing community and client demographics while demonstrating an openness to input from stakeholders, clients and staff.
 - C. Developing and building new collaborations and partnerships that will assist Transition House staff to promote social inclusion and housing to effectively serve people who are experiencing homelessness in Northumberland County.
 - D. Supporting the development of trauma-informed approaches and the capacity of Transition House staff to support people experiencing chronic homelessness, a high acuity level, multiple co-occurring complex issues, and exit planning for people accessing shelter services.
 - E. Ensuring all staff participates in required and recommended training to promote best practice in housing-based case management.

- 1.6 The Provider will work collaboratively with the County to engage additional agencies to provide consistent wraparound services and supports to clients out of 310 Emergency Shelter Services.
- 1.7 The 310 Emergency Shelter Services will be accessible to all and will involve inspection and advice from all relevant agencies including Fire Service, Public Health and Police Services where required.
- 1.8 The Provider will ensure that the 310 Emergency Shelter Services will act in accordance with the Town of Cobourg's By-law No. 000-2024 – Emergency Care Establishment By-law, the County's Occupancy License Agreement. Additionally, the Provider will ensure that they maintain their ECE license with the Town of Cobourg as a part of their operations.
- 1.9 The County and the Provider will carry the applicable insurance coverage.
- 1.10 The Provider will work collaboratively with on site and mobile security services.
- 1.11 Meals may be produced on site. Light refreshments will be made available to people accessing the 310 Emergency Shelter Services.
- 1.12 The Provider will ensure that they are compliant with any updated Public Health measures in the 310 Emergency Shelter Services. If PPE is required, it will be made available to all visitors, clients, and staff.
- 1.13 The Provider will follow all safety protocols for all staff, clients, and visitors.
- 1.14 The Provider will be responsible for daily cleaning and sanitization.
- 1.15 The Provider will develop policy and procedure governing 310 Emergency Shelter Services and will provide a copy of these governance documents to the County upon request.
- 1.16 The Provider's staff will:
 - 1.16.1 Act as the coordinator of the 310 Emergency Shelter Services.
 - 1.16.2 Coordinate any volunteers who wish to provide their services to 310 Emergency Shelter Services, including maintaining a list of all volunteers and their contact information, up to date Canadian Police Information Centre (CPIC) status for each volunteer prior to starting volunteer shifts, orientation to duties, and delivery for standardized training for all volunteers. Standardized training, orientation, and provision of CPIC will take place on an ad hoc basis for any new volunteers to 310 Emergency Shelter Services prior to their engagement in any related activities to ensure consistency.
 - 1.16.3 Collaborate with the County to develop the training material (e.g., trauma informed care, professional boundaries, confidentiality, etc.) being offered to volunteers and provide a copy of the training material to the County for their records.
 - 1.16.4 Assume responsibility for scheduling volunteers for shifts, and problem solving any volunteer issues that arise during service delivery.
 - 1.16.5 Manage all required discipline and terminations of volunteers.
 - 1.16.6 Ensure that there is always adequate staffing of volunteers and will notify the County in advance if there is an anticipated impact to service based on levels.
 - 1.16.7 Ensure appropriate supervision and scheduling of all staff.
 - 1.16.8 Ensure that the day-to-day operations of 310 Emergency Shelter Services comply with the Ontario Health and Safety Act and other relevant legislation.
 - 1.16.9 Ensure that the facility is clean, maintained and organized.
 - 1.16.10 Ensure that their staff, as well as volunteers present in 310 Emergency Shelter Services engage with clients in a supportive manner, using a housing focused, person-centered approach with harm reduction principles and a trauma-informed care lens.
 - 1.16.11 Assist in preparedness for site inspections, relating to Health and Safety (Example: pest control, public health, fire, etc.)
 - 1.16.12 Ensure that meal preparation follows all food safety guidelines, maintains food inventory and storage as required. Ensure that any meals that are brought in for people accessing 310 Emergency Shelter Services are cleaned up by the end of each day.
 - 1.16.13 Ensure that programs and services are delivered and comply with all relevant legislation, professional standards, funding contracts and health and safety standards.
 - 1.16.14 Enforce the no smoking by-law.
- 2.1 Eligibility Criteria

- 2.1.1 Individuals 18 years or older; applicants 16 and 17 years old who are emancipated from their parents can also be considered for eligibility.
- 2.1.2 The Provider will support low, medium, and/or high acuity individuals
- 2.1.3 All individuals must undergo a diversion/intake conversation before accessing the service. This intake process must include eligibility screening, health screening (Example: rapid testing for COVID-19 if required); information will be collected through this process. All people accessing 310 Emergency Shelter Services must be informed of any infectious disease protocols in place while using the services.
- 2.1.4 A discharge/appeal policy and procedure must be in place, and all staff, clients, visitors must be informed of this process.
- 2.1.5 Any rules/eligibility criteria must be clearly posted for people accessing 310 Emergency Shelter Services. The Provider will share all updates to the policy/protocol with the County.
- 2.1.6 No substance use is permitted on site.
- 2.1.7 Participation is voluntary, individuals may leave 310 Emergency Shelter Services at any time.
- 2.1.8 People accessing 310 Emergency Shelter Services will follow the Provider’s Pet Policy.

- 3.1 The Provider will complete quarterly reports, including demographic information (as outlined in Schedule “C”), outcome reporting (as outlined in Schedule “C”), financial reporting (as outlined in Schedule “D”), and a service evaluation report (as outlined in Schedule “E”)
- 3.2 The provider will report on the actual use of the funds and projected use of any unspent funds as per Schedule “D” Reporting Requirements. The County retains the right to engage with the Provider to discuss the opportunity for collaboration on the provision of additional data sets that support and align with the strategic priorities of the Community Safety and Well-Being Plan.
- 3.3 The Provider will maintain and submit detailed and accurate service and financial records as per the reporting templates in this agreement.
- 3.4 The Provider will meet with the County’s Homelessness Services Manager or their designate a minimum of twice during this agreement (in February and March 2025) to review this contract and program progress and consider options, risks and opportunities moving forward. These meetings will be set up by the County for a mutually agreed upon date and time.
- 3.5 The Provider agrees to provide this service weekly (24 hours per day, 7 days per week) until March 31, 2025; any reduction in service due to staff reduction, emergency circumstances, pandemic, etc. must be agreed upon by the Provider and the County.

PART B3: BUDGET

Services and Materials	Cost
Program	\$ 302,023.65
TOTAL BUDGET (including all applicable taxes)	\$ 302,023.65

The Provider acknowledges that the County shall only pay for those Services provided during the Term or renewal term if applicable, and that the County shall not pay any fees in excess of the Total Budget applicable to said Term or renewal term. The Provider covenants and agrees that it shall remit to the County, by April 15, 2025, the amount of any overpayment received by the Provider in respect of Services contracted for delivery up to and including March 31, 2025.

PART B4: PAYMENT SCHEDULE

The County shall pay the Provider one (1) or more instalment payments aggregating the Total Budget set forth in Part 3: Budget of this Schedule “B” in accordance with the following payment schedule:

Payment Schedule	Installment Amount (\$) Payable	Conditions for Payment {specify any applicable conditions respecting payment i.e. delivery of a report, invoice, etc.}
<i>{check applicable payment schedule}</i>		

Payment Schedule <i>{check applicable payment schedule}</i>	Installment Amount (\$) Payable	Conditions for Payment <i>{specify any applicable conditions respecting payment i.e. delivery of a report, invoice, etc.}</i>
1) Within 60 days of execution of this Agreement	First Installment \$ 302,023.65 (Including all applicable taxes)	Upon execution of this Agreement. Further reports required: <ol style="list-style-type: none"> 1. Report for the period January 1, 2025, to March 31, 2025, in a form satisfactory to the County attached as Schedule "D" (Funding Request and Reconciliation Form), not later than April 16, 2025. 2. Report for the period January 1, 2025, to March 31, 2025, in a form satisfactory to the County attached as Schedule "E" (Quarterly Statistical Reporting Form), not later than April 16, 2025.

SCHEDULE "C"

REPORTING AND SERVICE EVALUATION

PART C1: SERVICE EVALUATION REPORTING SCHEDULE

The following information as marked must be reported to the County via email submitted to the Homelessness Services Manager and the Community Services Coordinator. Evaluation of Services Provided during the Reporting Period:

Quarterly Schedule "C" for Emergency Shelter beds to be submitted by:
<ul style="list-style-type: none"> Q1 – April 16th, 2025
Weekly Hub Data to be submitted on a weekly basis:
<ul style="list-style-type: none"> Every Monday to cover the previous week from Sunday to Saturday (process as noted in the Data Collection Guide which will be provided as a separate document)

PART C2 SERVICE EVALUATION AND OUTCOME TRACKING

The booklet of reporting templates will be provided to the Provider in Excel Format as a part of the service agreement. The booklet will be sent in as one document reducing the need to send in multiple reporting templates per quarter. Below are snapshots of the templates for Schedule C and the data that is to be captured in each:

- Outcome tab – this tab lists the 2025 targets for each outcome. When submitted to the County each quarter it will demonstrate the actual quarterly outcomes captured for each target outcome. There is a separate column for Quarter 1 under this tab for submission, along with a "Comments and extra information" column that should reflect any pertinent information not captured elsewhere to illustrate the indicated outcomes:

Outcome	Evidence	Notes	Indicator	Q1: 2025 Target	Q1: 2025 Actuals	Comments and Extra Information <i>Please include any challenges, services that you have referred to, etc.</i>
People experiencing homelessness obtain and retain	Emergency Shelter to Long-Term Housing	# of times a household moved from Emergency Shelter to Long-Term Housing	Client Records Intake Forms Tracking Forms Leases	5		
	Services and Supports	# of people who received services related to housing stability, housing loss prevention, housing retention, re-housing, employment, and education	Referrals Made Meetings/Care Conferences Client Records	63		
People at Risk of Homelessness Remain Housed	Housing Loss Prevention	# of people at risk of homelessness who received assistance that allowed them to stay in their housing	Client Records Intake Forms Tracking Forms Subsidies Given	0		
	Services and Supports	# of people who received services related to housing stability, housing loss prevention, housing retention, re-housing, employment, and education	Referrals Made Meetings/Care Conferences Client Records	0		
Diversion	Services and Supports	# of people who were successfully diverted to temporary housing options rather than entering the shelter	Referrals Made Tracking records	0		
	Services and Supports	# of people who were successfully diverted to long-term housing options rather than entering the shelter	Referrals Made Tracking records	0		
Youth	Services and Supports	# of people 17 years of age and younger who attempted to access the shelter	Referrals Made Tracking records	0		
	Community Supports	Connections to HORT	# of additions to BNL	4		
Referrals	Alignment with Homelessness system planning and delivery	# of HORT meetings attended	Meeting Minutes Attendance Records	6		
	Canada Ontario Housing Benefit (COHB)	# of people referred	Client Records	Provider to complete quarterly		
	Rent Grants to Income (RGI) Housing	# of people referred	Client Records	Provider to complete quarterly		
	Housing Stability Program (HSP)	# of people referred	Client Records	Provider to complete quarterly		
	Rent Supplement	# of people referred	Client Records	Provider to complete quarterly		
Bed-Nights						
Quarter 1						
Location	Number of Spaces	Number of Days in Quarter 1	Total Bed-Nights			
310 Emergency Shelter Services				0		
Total:				0		

- Service Details – these four tabs are organized by Quarters 1 – 4 (e.g., Q1 – Service Details) and should be filled out for the appropriate quarter. Clients are to be de-identified on entry to these tabs with the service details entered as seen in the columns below; there is an additional column for any pertinent notes that the Provider would like to enter:

Client Information					Service Details										
No.	Client Last Name	Client First Name	Preferred Name	Client Birth Date	Household Identifier	Assessment Score	Assessment Type Completed	Admission/Service Start Date	Service End/Discharge Date	Reason For Program Exit	Length of Stay/Service	Number of Housing Conversations	Number of Other Conversations	Client Location	Referral Source
	Text	Text	Text	Date	Text	Drop down	Drop down	Date (YYYY-MM-DD)	Date (YYYY-MM-DD)	Drop down	Drop down	Number	Number	Drop down	Drop down
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- Hub Intakes (See Data Collection Guide for more information about how to complete this):

310 Hub Intake Master List												
Date of First Visit	First Name	Last Name	Preferred Name	Date of Birth	Household Identifier	HPP System Status	Homelessness Status	Assessment Score	Assessment Type	Previous Accommodation	Reason for Homelessness	Over the past year, how many months have you been experiencing homelessness?
Date (MM/DD/YYYY)	Text	Text	Text	Date (MM/DD/YYYY)	Unique ID	Drop down	Drop down	Drop down	Drop down	Drop down	Drop down	Drop down

- Hub Weekly Visits (See Data Collection Guide for more information about how to complete this):

310 Hub Visit Information											
First Name	Last Name	Preferred Name	Date of Birth	Date of Check-In	Time of Check-In	Service Location	Arrival Method	If other arrival method, please specify:	Current Accommodation	Main Reason for Visit	If other reason for visit, please specify:
Text	Text	Text	Date (MM/DD/YYYY)	Date (MM/DD/YYYY)	Time (24h)	Drop down	Drop down	Text	Drop down	Drop down	Text

- The following lists the data collected through these templates. This needs to be collected in a consistent and reliable method to ensure accuracy for future data analysis:

- Date of Check In
- Time of Check In
- Date of Check Out
- Time of Check Out
- Client Name (First, Last Name and Preferred Name)
- Client Date of Birth
- Household Composition (e.g., partner, spouse, other family members)
- If yes, list the names of the other people
- Household Identifier
- Family Structure
- HPP Demographic Categories
- HPP System Status
- Homelessness Status
- Assessment Score and Type
- Referral Source
- Arrival Method
- Reason for Visit
- Reason for Homelessness
- Where is the client from?
- Reason for Discharge/Exit Information
- Was client successfully diverted?
- If yes, diverted to what location?
- # of housing conversations
- # of other conversations

- Current Accommodation
- Previous Accommodation
- Income Source
- If other income source, please specify
- Over the past year how many months of time has the person experienced homelessness
- Service Location (e.g., Resource Centre, Hub Space)
- Notes

SCHEDULE "D"

Funding Request and Reconciliation Form

PART D1 FUNDING REPORT/RECONCILIATION REPORTING SCHEDULE

Program:

Quarterly–Schedule "D" Funding Request and Reconciliation Report by:
<ul style="list-style-type: none"> • Q1 – April 16th, 2025

For the period from January 1st, 2025, to March 31st, 2025

PART D2: FUNDING REQUEST AND RECONCILIATION DETAILS

(Funding Request and Reconciliation Form to this Agreement, project reports are required to provide information on each of the Project expenditures itemized by budget line)

Organization: Transition House – 310 Emergency Shelter Services
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Expenditure Report and Funding Request		
Description of item/budget line	Period	Y-T-D
A Total Expenditures		
B Funding Received to date		
C Balance of Funding Surplus/Deficit		
Authorized Signature	Date	
Authorized Signature	Date	
Office Use Only		

Economic and other interests (MFIPPA s.11)

SCHEDULE "E"

In accordance with Schedule "E" (Quarterly Report) to this Agreement, project reports are required to provide information on each of the following:

- Provide a summary of client/participant feedback on the Services provided by this project
- Identify steps taken and/or recommended to improve the effectiveness and/or efficiency of the Services
- Identify environmental factors impacting on the effectiveness of delivery of the Services
- Identify relative success of meeting targeted objectives
- Identify problems and concerns in delivering the Services
- Identify any lessons learned and progress achieved in delivering the Services

CLIENT SERVICE: Has there been a change from your contract and/or from the previous quarter in the types or intensity of services you are providing? If there has been a change, what might be the reasons?
Q1:

SERVICE SYSTEM ISSUES affecting service delivery: Have there been changes in the service system over the last quarter? For example: more or less collaboration with community partners, more difficulty in accessing other services. What might be the reason(s) for these changes? What do you think could improve the system's effectiveness?
Q1:

CLIENT PROFILE: Have there been changes since the previous quarter in the profile of your new clients? For example: age, gender, family status (single, one parent family, two parent family), health status, mental health, citizenship status, reasons for homelessness.
Q1:

INTERNAL CAPACITY BUILDING:
<ul style="list-style-type: none"> ➤ Identify any lessons learned and progress achieved in delivering the Services ➤ Identify training that staff have participated in that builds capacity
Q1:

SCHEDULE “F” ADDITIONAL PROVISIONS

1. Business Ethics:

- a) The Provider and its directors, officers, employees, and agents must conduct themselves with the highest degree of integrity and honesty at all times.
- b) The Provider has and shall maintain at all times a written code of conduct. To promote compliance with such code of business ethics and conduct, the Provider shall have an employee business ethics and compliance training program and an internal control system that is satisfactory to the County, considering:
 - I. the size of the Provider and extent of its involvement in Government contracting;
 - II. the ability to facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and
 - III. the ability to ensure corrective measures are promptly instituted and carried out.
- c) The Provider shall comply with the County’s policies and procedures, as amended from time to time, including but not limited to Health and Safety, Bill 168, and Code of Conduct, copies of which the Provider acknowledges having received and reviewed. The County may amend its policies and procedures from time to time upon notice to the Provider.

2. Security Clearance

- a) The Provider’s officers, directors, employees (including supervisors), and agents directly involved in the delivery of Services must obtain a clearance certificate from the Police Service that is responsible for the municipality in which each such individual resides, at the Provider’s expense.
- b) The Provider will be required to submit confirmation of Clearance Certificates for all officers, directors, employees (including supervisors), and agents that will normally be working in the facility(ies) where Services are delivered, any replacement workers, supervisors directly involved with the delivery of Services and all executive officers of the Provider.
- c) This Agreement could be terminated at the sole discretion of the County should the security check(s) indicate a reason(s) for concern, in the opinion of the County.

3. Professional Qualifications and Development

- a) The Provider represents and warrants that its employees and agents have the necessary skills, experience, and qualifications to deliver the Services. The Provider shall ensure its employees and agents undergo professional development to the satisfaction of the County.

SCHEDULE 'G'
SERVICE STANDARDS FOR EMERGENCY SHELTERS
January 2020

PREAMBLE**DEFINITIONS**

1. References to the County mean the County of Northumberland. Any activities required by the County can be undertaken by staff of the County, under the direction of its Council.
2. References to Transition House or Service Provider refers to any agency which offers client standards, and which has a purchase of service agreement with the County for the provisions of client services.

1. ORGANIZATION – TRANSITION HOUSE**1.1 INCORPORATION**

Transition House must be incorporated as a non-profit corporation under Part III of the Corporations Act, R.S.O. 1990 c. 38.

1.2 GOVERNING AUTHORITY

Transition House shall have a Board of Directors consisting of members of the public who are determined and appointed by Transition House. Ideally, some people with lived experience, clients, or former clients, of Transition House shall be included. The terms of directorship shall be specific, in writing, and time limited. Work groups and Sub committees will also be formed where the Board deem this is useful.

1.3 RESPONSIBILITIES OF THE BOARD OF DIRECTORS

The Board of Directors shall manage or supervise the management of the affairs of Transition House. Specific responsibilities and duties shall include, but not be limited to, the following:

- a) The appointment of a Shelter Manager or Executive Director.
- b) The holding of meetings at least bi-monthly (x6 per year) with the Shelter Manager or Executive Director to establish policies, to resolve issues related to the operations of the residence(s), to review and approve annual budgets, to review and approve any significant contractual obligation undertaken by Transition House, and to review and approve the annual report.
- c) Preparation and maintenance of minutes of all meetings, recording the decision that were made; and
- d) Advising the County of the following:
 - (i) the names of the directors and any changes in directorship; and
 - (ii) the name of the registered owner of the residence and any changes in the ownership thereof.

1.4 THE SHELTER MANAGER OR EXECUTIVE DIRECTOR

Transition House shall be responsible for the day-to-day management of the residence(s), including program, financial, personnel administration, through the Executive Director or the Shelter Manager. Transition House shall designate someone to act on the Executive Director's behalf in his or her absence. The Executive Director or the person designated to act on the Executive Director's behalf in his/her absence shall carry out the policies of Transition House in practice and procedure. This document refers to the Executive Director or the Shelter Manager where applicable. In all cases the Executive Director is the primary authority, while the Shelter Manager is the secondary authority. The Executive Director can delegate authority to the Shelter Manager as required.

2. GENERAL MANAGEMENT PRACTICES AND PRINCIPLES**2.1 MISSION/VALUES STATEMENT AND STRATEGIC PLAN**

Transition House shall have a written mission/values statement, which shall include, but not be limited to:

- a) Program goals;
- b) Services provided; and
- c) Client group to be served.

All members of Transition House shall have read the mission/values statement and have access to the strategic plan. These documents will be easily available to the clients, members of public and other interested groups. The Board of Directors will review these documents each year in consultation with staff.

2.2 OPERATIONAL POLICIES AND PROCEDURES MANUAL

Transition House shall maintain a written manual of all policies and procedures relating to all aspects of administration, financial management, staff and supervisory practices, security and all other aspects of services and programs provided. The policies and procedures manual shall describe the method of implementing policies and provide details for daily operation of the program and the system to monitor the program. Transition House shall ensure that:

3. FINANCIAL MANAGEMENT**3.1 ANNUAL BUDGET**

Transition House shall prepare an annual budget containing projected sources of income and a forecast of expenditures. The budgetary system shall provide a system of accountability which links program functions and activities to the costs necessary for their support.

3.2 RECORDS, BOOKKEEPING AND ACCOUNTING PRACTICES

Transition House shall maintain separate financial records for all contracted services in accordance with generally accepted accounting principles. Transition House's fiscal system is to account for all income and expenditures on an ongoing basis.

3.3 INDEPENDENT AUDITED FINANCIAL STATEMENT

Transition House shall have independent audited financial statements completed annually by an auditor licensed under the Public Accountancy Act. Transition House shall provide the County with a copy of the annual audited financial statements within four (4) months of Transition House's financial year-end.

3.4 AUDIT

Transition House may be subject to be part of any audit of the County by the Ministry and/or any auditor selected by the County to review the County's operations.

4. PERSONNEL/HUMAN RESOURCES

4.1 MANUAL OF PERSONNEL PRACTICES AND PROCEDURES

Transition House shall have written human resources practices and procedures that comply with the provisions of Ontario's Human Rights Code and all applicable labor legislation. The manual shall be:

- a) Formally adopted by the Board of Directors;
- b) Reviewed at least once every two years; and
- c) Readily available to all personnel.

4.2 CODE OF ETHICS

Every agency shall provide, in writing to all staff, a code for staff conduct which establishes clear expectations for all personnel and specifically addresses the following issues:

- a) The use of any stores or supplies of Transition House for personal use.
- b) Engaging in any business transactions with a client.
- c) Any exchange or personal gifts or favours from a client, or a client's family or friends.
- d) Accepting any form of bribe or inappropriate inducement.
- e) Divulging confidential information without proper authorization.
- f) Endangering the well-being of clients or staff through neglect or intent.
- g) Demeaning or intentionally humiliating any client or subjecting any client to any form of physical or verbal abuse; and
- h) Discriminating against any client on any grounds prohibited under Ontario's Human Rights Code.

4.3 HIRING PRACTICE

The agency shall hire in accordance with Ontario Human Rights Code.

4.4 STAFF JOB DESCRIPTIONS AND VOLUNTEER ROLE DESCRIPTIONS AND QUALIFICATIONS

Transition House shall have written criteria for each staff or volunteer position regarding the qualifications required to perform the respective duties and responsibilities of such position.

4.5 SCREENING AND SELECTION OF STAFF AND VOLUNTEERS

Every agency shall establish procedures to effectively screen and select employees who are qualified to carry out the program services and perform required duties. Such procedures shall include that all staff and volunteers provide a satisfactory criminal reference check and/or vulnerable sector check as determined by the Transition House Board of Directors.

4.6 PERSONNEL FILE

Transition House shall establish and maintain employment records regarding each employee or volunteer and shall ensure these files are kept secure and confidential.

5. FACILITY/PHYSICAL PLANT

5.1 COMPLIANCE WITH LOCAL MUNICIPAL BY-LAWS, CODES AND ENACTMENTS

Prior to admitting any clients, and on a continuing basis, Transition House shall demonstrate that it is in compliance with all applicable federal, provincial, municipal or local laws, by-laws, regulations, codes, orders and directives, including, without limitation, the generality of the foregoing, with respect to zoning, building, plumbing, electrical, sanitation health and fire safety.

5.2 AREAS FOR INFORMAL LIVING AND COUNSELLING

Transition House shall ensure that Transition House has designated areas for sleeping, informal living, recreation, individual counselling, and group meetings. Areas designated for informal living, recreation and group meetings may be multi-functional to serve the residence's various programs.

5.3 LAUNDRY FACILITIES

Transition House shall ensure the necessary provision of laundry facilities as follows:

- a) An operable washer and dryer available to the clients at the residence; or
- b) Access to a community laundry facility within a reasonable distance of the residence.

5.4 AREAS OF FOOD PREPARATION, SERVING AND DINING

Transition House shall ensure that Transition House specifically designates areas for dining with adequate space. All applicable policies and directions of the Public Health Department will be followed.

5.5 SLEEPING ACCOMMODATIONS AND PERSONAL FURNISHINGS

Transition House shall also ensure that the number of beds does not exceed the approved capacity of the residence(s). Each client shall also be provided with the following furnishings for his/her own personal use:

- a) A bed with a clean mattress;
- b) A pillow, linen, and bedding appropriate for weather conditions and climate; and
- c) Reasonable storage space for personal belongings.

5.6 HOUSEKEEPING

Transition House shall ensure that Transition House has a housekeeping plan, which ensures that:

- a) The residence is maintained in a clean condition.
- b) The interior, furnishings, and equipment are maintained in good repair.
- c) The property is free of hazards and pests.
- d) Provision is made for the locked storage of any hazardous substances and equipment.

5.7 SECURITY OF BUILDING AND PROPERTY

Transition House shall have written policies and procedures for the maintenance of security for the building and property of each residence. These policies and procedures shall ensure that:

- a) The premises are maintained at a level of security appropriate to the needs of the clients served by Transition House at all times.
- b) Designated areas are locked so as to prevent unauthorized access to confidential files or hazardous goods.
- c) On-duty staff are responsible for the safe keeping of all keys.

5.10 HAZARDOUS AND PROHIBITED GOODS

Transition House shall have a written policy and procedure governing the control and safekeeping of any goods which pose a threat to the general well-being, health, and/or safety of its clients. The policy and procedure shall control the provision of specified items to be made available, only with the consent and approval of on-duty staff, to include, but not be limited to, prescribed drugs.

5.11 PERSONAL SAFETY

Transition House shall ensure the personal safety of staff, volunteers, and clients by:

- a) Conducting a program of regular inspection and preventive maintenance to ensure the soundness and safety of its premises, equipment, fixtures, motorized vehicles, and recreational equipment and facilities.

6. PROGRAM ADMINISTRATION**6.1 INTAKE**

- a) Transition House provides 24-hour intake to shelter for individuals with high acuity and no one is denied access unless they are ineligible or the overall behaviour/actions of the client that may place that client, other clients and/or staff at risk.
- b) All clients seeking emergency shelter at Transition House must undergo a diversionary screening with a staff member prior to formal intake. Diversion should be ongoing with clients through out their stay.
- c) As much information as possible is gathered from the client at intake to collect all necessary information as found on the intake form.
- d) All clients who consent to completing the Homelessness Coordinated Response Team (HCRT) consent form, the By-Name List consent form, and the VI-SPDAT will be brought to HCRT at the next immediate meeting date following the protocols set forth in the HCRT Terms of Reference. VI-SPDAT documentation must be completed and presented at this HCRT meeting.
- e) Bed assignment is recorded.
- f) Referrals to other shelters/services are recorded.
- g) Transition House will work to ensure that each client's stay is reviewed regularly and will work with the client to promote independent living and reduce stays more than more than 90 days. All clients are required to develop housing plans. Any clients approaching the 90-day point who have consented to being on the By-Name List will be discussed at HCRT and extended with notification provided to the County.

6.3 CONFIDENTIALITY

All operations of Transition House will be conducted in a confidential manner.

6.5 STAFFING

Transition House shall provide the required coverage, by staff, at all times, for the current utilization of each residence. The staffing policy and procedure shall:

- a) Outline the scheduling of staff shifts; and

- b) Ensure that on-duty staff are at the assigned place of work and readily available to the clients at all times.

6.6 HEALTH CARE AND MEDICAL SERVICES

Transition House shall have written policies and procedures regarding the provision of health care services which shall promote and seek to maintain the health and physical well-being of all clients and comply with PHIPPA. These policies and procedures shall ensure that:

- a) Pertinent medical information, documenting general health, is requested from each client; notes will be made of any health problems, known allergies, special medical needs or treatment required, while at Transition House; included in this process will be an inquiry, upon admission, if the client has any immediate need for health or medical services.
- b) Transition House maintains a first aid kit in a known, accessible area which will have medical supplies approved by the Canadian Red Cross Society; the kit shall be inspected at least monthly.
- c) Transition House has a procedure for the prompt provision of medical services, or other responses, for any employee or client suspected of having any contagious, communicable disease or an open, infected wound.
- d) Transition House has a procedure for emergency medical services for any employee or client who is in apparent medical distress or has sustained a serious injury.
- e) Transition House provides staff with relevant and necessary information pertaining to any special health need of a client.
- f) Clients will be responsible for administering their medication as per Transition House policy.
- g) Transition House provides information or direction on where to obtain information, as appropriate, related to general hygiene, maintenance of health and nutrition and contagious diseases.

6.7 COMPLAINT PROCEDURE

Transition House shall have a written procedure, whereby a client may lodge a complaint while in shelter, pertaining to any grievance regarding his/her shelter stay. Such procedure shall provide the client with an opportunity to:

- a) Discuss complaints with Transition House staff, the Shelter Manager or Executive Director to resolve issues internally; and
- b) Access a designated authority of the Board of Directors.

6.8 CRISIS MANAGEMENT

Transition House shall have written policies and procedures regarding the management of emergency situations. These policies and procedures shall include:

- a) An on-call system for relief staff, who are available to assist in an emergency situation that poses threat to life, health and safety of clients and staff.
- b) Clearly posted emergency numbers for police, fire services and emergency medical services.
- c) An approved procedure for evacuating the residence of all staff and clients, promptly, in the event of natural disaster or fire.
- d) In the event of a disaster, in which the public authorities order an evacuation of the building and/or the area/municipality, Transition House will have a plan for the transport of all clients to any other facility designated by the public authorities.
- e) An approved procedure to control the group of clients present during a major disruption caused by a client (s) who poses a threat to life, health and safety of self and others; and
- f) A contingency plan, approved by the County, to deal with a disruption resulting from the withdrawal of services by staff or the closure of the shelter in the event of a serious disaster.

6.13 SERIOUS INCIDENTS

Transition House shall have:

- a) Clearly written definitions of those serious incidents which require staff response, and which include, but are not limited to:
 - (i) The death of a client.
 - (ii) Serious illness or injury resulting in hospitalization of a client(s) or staff.
 - (iii) Abuse or mistreatment caused by a client or staff.
 - (iv) Any investigation by police.
 - (v) Any suicide attempt or self-destructive behavior.
 - (vi) Any fire or disaster occurring in a residence.
 - (vii) Any disruption which is likely to become public knowledge, because of its seriousness.
- (b) Procedures to be taken by staff in the event of such incidents.
- (c) Procedures for reporting serious incidents to the appropriate County official.

8. INDIVIDUAL CASE MANAGEMENT AND PLANNING

8.1 CASE MANAGEMENT

Transition House shall ensure an ongoing process of planning with each client to enable the client to identify and address needs to assist him/her living independently of the shelter system. These needs may be met through referrals to external sources for information and further planning.