

Schedule "A"

**ULTIMATE RECIPIENT AGREEMENT
(OWR - TEAM)**

Between

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

and

CANADIAN MENTAL HEALTH ASSOCIATION ALGOMA

(the "CMHA")

Effective Date: January 1, 2026

RECITALS

WHEREAS the City entered into a Contribution Agreement (Arrangement #2526-HQ-000145) with His Majesty the King in right of Canada, as represented by the Minister of Health (Health Canada) under the Substance Use and Addictions Program – Emergency Treatment Fund (SUAP-ETF) for the initiative entitled "Sault Ste. Marie Outreach and Wellness Response Team (OWR-Team)" (the "Contribution Agreement");

AND WHEREAS under the Contribution Agreement, the City is responsible for receiving, managing, and flowing federal funds to eligible organizations ("Ultimate Recipients") and overseeing project implementation and compliance;

AND WHEREAS CMHA has agreed to act as one of the Ultimate Recipients responsible for all operational, administrative, and service-delivery components of the OWR-Team project, except for vehicle purchase and fleet management elements, which are subject to a separate flow-through agreement between the City and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB);

AND WHEREAS CMHA possesses the experience, expertise, and organizational capacity to deliver mental health, addictions, harm-reduction, outreach, and after-care services under the Initiative;

AND WHEREAS the City is prepared to provide funds to CMHA for the purposes outlined in the Contribution Agreement, except for vehicle purchase and fleet management elements;

AND WHEREAS the parties have mutually agreed to the covenants set out in this agreement ;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

In this Agreement:

“Contribution Agreement” means the Contribution Agreement #2526-HQ-000145 between the City and Health Canada, and attached to this agreement as Schedule A.

“Funding” means the funds provided by Health Canada under the Contribution Agreement and flowed through by the City to CMHA to support the operational aspects of the OWR-Team.

“Initiative” means the operational delivery of the Sault Ste. Marie Outreach and Wellness Response Team (OWR-Team) as described in Appendix A of the Contribution Agreement.

“Eligible Expenditures” means costs consistent with Appendix B of the Contribution Agreement which are incurred by CMHA and not by other Ultimate Recipients.

“Program” means the Substance Use and Addictions Program – Emergency Treatment Fund (SUAP-ETF).

2. PURPOSE AND RELATIONSHIP

2.1 This Agreement sets out the terms and conditions under which the City will transfer funds to CMHA for the purpose of carrying out all operational components of the Initiative.

2.2 The parties acknowledge that CMHA acts as an independent contractor. Nothing herein creates a partnership, joint venture, or agency relationship between CMHA and the City or Health Canada.

3. FUNDING AND PAYMENT

3.1 Subject to the City's receipt of funds from Health Canada, the City shall provide CMHA with \$2,638,899 upon completion submission of the Eligible Expenditures per section 3.3 and in accordance with Appendix C of the Contribution Agreement.

3.2 CMHA shall use the funding provided under this agreement solely to carry out the Initiative in a diligent and professional manner, in accordance with the terms of the Contribution Agreement and applicable laws.

3.3 All payments are reimbursements for Eligible Expenditures supported by proper documentation and shall be submitted on Cashflow Forecast and Record of Expenditures, being Appendix D of the Contribution Agreement, and ensure that all Reports are signed on behalf of CMHA by an authorized signing officer.

3.4 The City shall review the Eligible Expenditures supported by proper documentation consistent with the Contribution Agreement's Cashflow Forecast and Record of Expenditures (Appendix D) as submitted by CMHA prior to submitting to Health Canada.

3.5 Funding is contingent upon parliamentary appropriation and the City's receipt of funds from Health Canada. The City bears no liability for amounts not received from Health Canada, but shall be obligated to pay funds to CMHA as and when received from Health Canada.

3.6 A holdback of fifteen percent (15%) may be retained from the final payment pending completion of final reports from CMHA to the City at which time the holdback, without deduction, shall be released to CMHA

4. RESPONSIBILITIES OF CMHA

CMHA shall perform the following responsibilities that relate to project operations, excluding fleet assets but specifically excluding matters under commitment from other Ultimate Recipient in Appendix A of the Contribution agreement.

4.1 Program Delivery and Compliance

(a) Deliver all services, staffing, and community-based supports described in Appendix A of the Contribution Agreement;

(b) Maintain compliance with all applicable federal, provincial, and municipal laws;

(c) Deliver services in both official languages where appropriate and in culturally safe, trauma-informed, inclusive, and non-discriminatory ways consistent with Health Canada's SGBA Plus principles;

(d) Ensure ethical standards, confidentiality, and privacy protections are maintained in all client interactions.

4.2 Asset Management

(a) Maintain and use project assets solely for the Initiative;

(b) Obtain prior written approval from the City before acquiring or disposing of any asset with a value over \$10,000;

(c) Provide an asset inventory and final disposition report in accordance with section 12.3 of the Contribution Agreement;

4.3 Reporting and Records

(a) Prepare and submit to the City for final approval the reports, declarations, and financial statements in the format and frequency set out in the Contribution Agreement, which includes each schedule below except for fleet related expenses.

The aforesaid schedules include:

- i. Schedule B – Declaration of Assets Acquired
- ii. Schedule C – Performance Measurement and Evaluation Plan
- iii. Schedule D – Declaration of Revenues and Expenditures
- iv. Schedule E – Annual Plan

(b) Report proceeds, income, and underspending;

(c) Retain all Initiative records, data, and supporting documentation for at least six (6) years after project completion;

(d) Permit the City, Health Canada, or the Auditor General of Canada to audit accounts, inspect premises, and access records as required by sections 4.14.6, 5, and 7.4 (no further consent) of the Contribution Agreement.

(c) Forthwith, report to the City all proceeds or other income derived from the funds allocated to it under this agreement (e.g., interest).

(d) Report to the City any potential underspending for any given Fiscal Year, as defined in the Contribution Agreement, on February 15 and earlier if requested by the City.

4.4 Performance Measurement and Evaluation

- (a) Collect and analyze performance data per the Contribution Agreement's Appendix A indicators;
- (b) Participate in any evaluation activities led by the City or Health Canada.

4.5 Acknowledgment and Communications

- (a) Acknowledge Health Canada's funding on all materials, media, and events related to the Initiative, using the approved wording and bilingual formats required by section 25.1 of the Contribution Agreement;
- (b) Include the disclaimer: "The views expressed herein do not necessarily represent the views of Health Canada." on all related public materials;

4.6 Human Research

- (a) If any activity involves research with human participants, ensure adherence to the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2) and maintain approvals from a recognized Research Ethics Board.

4.7 Non-Discrimination and Safe-Workplace Standards

- (a) Adhere to all commitments contained in the Declaration and Acknowledgement of Appendix A of the Contribution Agreement regarding inclusivity, misconduct prevention, and safe-service environments.

5. CITY RESPONSIBILITIES

The City shall:

- (a) Administer flow-through payments in accordance with the Contribution Agreement;
- (b) Monitor CMHA's compliance through reporting review, site visits, and audits;
- (c) Provide guidance on federal reporting in accordance with the templates and timelines set out in the Contribution Agreement;
; and
- (d) Retain accountability to Health Canada for all funds disbursed.

6. DEFAULT AND TERMINATION

6.1 Events of default include failure by CMHA to comply with this Agreement.

6.2 Upon default, the City may suspend or terminate payments, require remedial action, recover unspent funds, or terminate this Agreement.

6.3 Failure of Parliament's to fund the program would result in termination of this agreement and the obligations herein for both parties.

6.4 Upon termination, CMHA shall cease incurring costs, submit final claims within ninety (90) days, and return unspent or ineligible funds.

6.5 This Agreement shall terminate forthwith upon the end date of the Contribution Agreement, or any other reason listed therein.

7. INDEMNITY AND INSURANCE

7.1 The City and its employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property belonging to CMHA or anyone else, or for any obligation of CMHA incurred by CMHA or its agents, employees, contractors or voluntary workers in carrying out the Initiative, including where CMHA has entered into loans, capital leases or other long-term obligations in relation to this Agreement or the Contribution Agreement.

7.2 CMHA agrees to protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by CMHA in carrying out the Initiative under this Agreement or the Contribution Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.

7.3 CMHA agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, or the Canada Revenue Agency.

7.4. During and following the expiration of this Agreement and the Contribution Agreement, CMHA shall indemnify and save harmless the City and its employees and agents from and against all claims, losses, damages, costs, expenditures, including solicitor/client fees, administrative fees and disbursements, actions, and any other proceedings made, sustained, brought, prosecuted, threatened to be brought, or prosecuted in any manner based on, occasioned by, or attributable to any injury to or death of a person, or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of CMHA or its employees, servants, agents, or

voluntary workers in carrying out the Initiative, except that the City shall not claim indemnification under this section to the extent that the injury, loss, or damage has been caused by the City or its employees or agents.

8.0 NOTICE

Communications, including reporting and any notice, demand, request or other communication, shall be in writing and sent to the coordinates below. Communications that are delivered in person shall be deemed to have been received upon delivery; communications transmitted by facsimile or by e-mail shall be deemed to have been received one (1) business day after having been sent; and communications that are sent by mail shall be deemed to have been received five (5) business days after being mailed. Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Tom Vair
Chief Administrative Officer, The Corporation of The City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5K6
Email: cao.vair@cityssm.on.ca
Telephone: 705-759-5347

In the case of notice to CMHA:

Lisa Case
Chief Executive Officer, Canadian Mental Health Association Algoma
386 Queen Street East
Sault Ste. Marie, ON
P6A 1Z1
Email: lisac@cmhassm.com
Telephone: 705-945-4990

9. WAIVER

The fact that the City refrains from exercising a remedy or right that it is entitled to exercise under this Agreement will not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a right conferred on the City will not

prevent it in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless the City waives such right in writing.

10. DISPUTE RESOLUTION

10.1 In the event of a dispute under this Agreement, the City and CMHA, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.

10.2 If the City and CMHA are unable to settle the dispute by negotiation within ten (10) business days of such meeting or any other period agreed to, either the City or CMHA may require that the dispute be submitted to non-binding mediation.

10.3 If the City and CMHA are unable to resolve the dispute through mediation within 45 days after the mediator's appointment, or if a mediator and/or terms of the written agreement referred to in section 10.2 cannot be agreed upon after ten (10) business days of the dispute being referred to mediation, then the dispute shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the parties and their respective successors and permitted assigns and from which there shall be no appeal.

11. ASSIGNMENT

11.1 CMHA and the City shall not assign this Agreement or any payment, right or obligation thereunder without the prior written consent of the City. Any assignment made without that prior written consent is void and of no effect.

12. AMENDMENTS

All amendments to this Agreement are to be made in writing and signed by CMHA and the City except where minor budget adjustments are made in accordance with section 4.13 of the Contribution Agreement.

13. GOVERNING LAW

This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in Ontario and the laws of Canada applicable therein. The City and CMHA further agree to attorn to the jurisdiction of the Courts of Ontario.

14. ENTIRE AGREEMENT

14.1 There are no covenants, representations, warranties, agreements, or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement and the Contribution Agreement, save as expressly set out or incorporated by reference herein. This Agreement and the Contribution Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

15. SEVERABILITY

15.1 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

16. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

INTENTIONALLY LEFT BLANK

17. SUCCESSORS

This Agreement binds CMHA and its respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month, and year first above written.

The Corporation of the City of Sault Ste. Marie

Per: _____

Name: Matthew Shoemaker

Title: Mayor

Per: _____

Name: Rachel Tyczinski

Title: City Clerk

Canadian Mental Health Association Algoma

Per:  _____

Name: Jonathan Boyer-Nolan

Title: Board Chair

Per:  _____

Name: Lisa Case

Title: Chief Executive Officer

Schedule(s):

The following schedules form part of this agreement:

Schedule A – Contribution Agreement #2526-HQ-000145 between the City and Health Canada.

Schedule B – Declaration of Assets Acquired

Schedule C – Performance Measurement and Evaluation Plan

Schedule D – Declaration of Revenues and Expenditures

Schedule E – Annual Plan

Substance Use and Addictions Program - Emergency Treatment Fund

CONTRIBUTION AGREEMENT

Made in duplicate

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Health, and acting through Health Canada (hereinafter referred to as "Canada")

AND: **The Corporation of the City of Sault Ste. Marie**, a corporation incorporated under the laws of **Ontario** (hereinafter referred to as the "Recipient") established pursuant to the Municipal Act, 2001, S.O. 2001, c. 25

Canada and the Recipient are also referred to individually as a "Party", or collectively as the "Parties".

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PREAMBLE:

WHEREAS Canada has established a Program called **Substance Use and Addictions Program - Emergency Treatment Fund**;

WHEREAS the Recipient has submitted to Canada a proposal for the funding of an Initiative called **The Sault Ste. Marie Outreach and Wellness Response Team (OWR- Team)**, which qualifies for support under the Program;

WHEREAS the Recipient is responsible for receiving and managing the funding provided under this Agreement, for further distributing these funds to any Ultimate Recipient for projects that qualify for funding under the Initiative and for overseeing/monitoring the progress of the projects undertaken by any Ultimate Recipient; and

WHEREAS Canada wishes to provide financial assistance to support the Initiative;

THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this Agreement,

- 1.1 "Agreement" means this contribution agreement and includes all appendices, and any amendments made to this Agreement in accordance with section 26;
- 1.2 "Appropriation" means any authority of Parliament to pay money out of the Consolidated Revenue Fund;
- 1.3 "Asset" means any item that has an acquisition cost of \$1000 or greater, and may, where applicable, include any electronic device the cost of which is under \$1000 (e.g. communication device, computer equipment, audio visual equipment), acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4 "Budget" means the total forecasted expenditures for the Initiative, as well as the total amount of cash and/or in-kind contributions to be received from all sources for the Initiative, as set out in Appendix B. For the purposes of this Agreement, in-kind contributions mean non-monetary contributions which the Recipient provides or receives from others to undertake the Initiative;
- 1.5 "Eligible Expenditures" means the costs described in Appendix B to this Agreement that Canada has agreed to contribute to and that are incurred by the Recipient in carrying out the Initiative;
- 1.6 "Evaluation" means the systematic collection and analysis of evidence on the outcomes of initiatives and programs used to make judgments about their relevance, performance and alternative ways to deliver them or to achieve the same results;
- 1.7 "Fiscal Year" means the twelve-month period beginning April 1 of any year and ending March 31 of the following year, and including parts thereof in the event that this Agreement commences after April 1 or expires or terminates before March 31;
- 1.8 "Initiative" means what is described in Appendix A to this Agreement;
- 1.9 "Material" means anything that is created or developed by the Recipient with funding under this Agreement including designs, reports, photographs, drawings, plans, specifications, documents, tools, resources, computer software, surveys, databases and Web sites;
- 1.10 "Performance Measurement" means the process and system of selection, development and ongoing use of performance measures to guide decision-making; and
- 1.11 "Program" means **Substance Use and Addictions Program - Emergency Treatment Fund**.
- 1.12 "Ultimate Recipient" means an individual or entity (incorporated or not) who is provided with funding by the Recipient to carry out a project under the Initiative pursuant to the terms of an agreement entered into between the Recipient and that Ultimate Recipient in accordance with section 4.14 of this Agreement.

2. PURPOSE

The purpose of this Agreement is to set out the terms and conditions pursuant to which Canada will make a contribution to the Recipient who shall use the funding provided under this Agreement solely to carry out the Initiative in a diligent and professional manner, in accordance with the terms of this Agreement and applicable laws.

3. TERM OF AGREEMENT

This Agreement will come into effect **when the last Party has signed** and will end on **March 31, 2027**, unless terminated earlier in accordance with the terms of this Agreement.

4. FINANCIAL CONTRIBUTION AND OBLIGATIONS

4.1 Subject to the terms of this Agreement, Canada will make a contribution to the Recipient of up to **THREE MILLION FIVE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED THREE** dollars (\$3,557,503) towards Eligible Expenditures. Canada's contribution will be paid as follows:

In Fiscal Year **2025-2026** up to \$1,658,044

In Fiscal Year **2026-2027** up to \$1,899,459

4.2 Reimbursement

Payments shall be made in the form of reimbursement to the Recipient for Eligible Expenditures upon receipt and acceptance by Canada of the Cashflow Forecast and Record of Expenditures Form (Appendix D), hereinafter called the "Cashflow", submitted by the Recipient in accordance with the Reporting Plan (Appendix C).

4.3 Cashflow Forecast and Record of Expenditures

4.3.1 The Cashflow (Appendix D) for each Fiscal Year shall be signed by the Recipient's authorized representative(s) and contain the following information:

- a) a projection of expenditures to be incurred during the agreed upon upcoming reporting period and for the remainder of the Fiscal Year, by category of Eligible Expenditures;
- b) the actual Eligible Expenditures incurred during the last reporting period.

4.4 Proceeds or Income

In accordance with the Reporting Plan (Appendix C), the Recipient shall report to Canada all proceeds or other income derived from contribution funding under this Agreement (e.g., interest). Such proceeds or income may be applied to reduce amounts otherwise payable under this Agreement. Where Canada determines that no such reduction is possible, or that any such reduction would only cover part of the proceeds or income derived from the use of the contribution funds, the remainder of the proceeds or income shall constitute an overpayment and be repayable in accordance with section 4.8 or, with the prior written approval from Canada, may be used by the Recipient to enhance the Initiative.

4.5 Adjustment

Notwithstanding any other provisions of this Agreement, Canada may withhold or reduce any payments to be made to the Recipient pursuant to this Agreement in the event that:

- 4.5.1 any report has not been submitted by the Recipient in accordance with the requirements of Appendix C; or
- 4.5.2 any such report or any audit conducted under this Agreement indicates that the Recipient's actual Eligible Expenditures for the Initiative have been lower than the amount disbursed to the Recipient up to the time of such report or audit.

4.6 Holdback

Canada shall be entitled to withhold up to **15%** of the amount of funding payable in the final Fiscal Year of funding of this Agreement. This holdback will be released upon submission by the Recipient and acceptance by Canada of the following items:

4.6.1 the Recipient's final Cashflow;

4.6.2 all reports that the Recipient is required to submit pursuant to the Reporting Plan (Appendix C);

and

- 4.6.3 such other documentation and information relating directly or indirectly to the Initiative that Canada may, at its sole discretion, request from the Recipient.

Canada will be entitled to make any necessary adjustments to the holdback before releasing the final amount.

4.7 Claiming Eligible Expenditures Upon Termination or Expiration

The Recipient must submit its final claim for Eligible Expenditures within ninety (90) calendar days following the termination or expiration of this Agreement. Canada shall not be obliged to reimburse a claim submitted beyond that period.

4.8 Overpayments

Any overpayment, unspent advance, or disallowed expenditure shall be repayable to Canada, and until repaid, constitutes a debt due to Canada. Canada may deduct the said amount from any subsequent payments under this Agreement, or if no further payments remain to be made, or the said amount is determined after the termination or expiration of this Agreement, the Recipient shall, unless otherwise agreed, repay the amount within thirty (30) calendar days of written notification from Canada. The repayment shall be by cheque(s), or other agreed upon method, payable to the Receiver General for Canada and shall be sent to Canada's representative identified in section 29. Interest shall be charged on any overdue amounts in accordance with the *Interest and Administrative Charges Regulations*.

4.9 Underspending

The Recipient shall inform Canada in writing of any potential underspending for any given Fiscal Year on **MARCH 1** and earlier if requested.

4.10 Deduction or Set-off of debts owed to Canada

The Recipient has provided and shall continue to provide Canada with a list of all amounts owing to the federal government under legislation or agreement, which are past due and in arrears as at the time of the Recipient's application for funding, or at any time during the term of this Agreement. The Recipient acknowledges that Canada may set-off or deduct these amounts from any amounts payable to the Recipient under this Agreement.

4.11 Funding subject to Appropriation and Program funding authorities

- 4.11.1 Notwithstanding any other provision of this Agreement, the amount of funding to be provided to the Recipient pursuant to this Agreement is subject to there being an Appropriation of funds by the Parliament of Canada for the Fiscal Year in which any commitment would come due for payment.
- 4.11.2 In the event that authorities for the Program are amended or terminated, or if funding levels are reduced or cancelled by the Parliament of Canada for any Fiscal Year in which a payment is to be made under this Agreement, Canada may reduce or terminate any further payments to be made under this Agreement.
- 4.11.3 Where funding under this Agreement is to be reduced or terminated under section 4.11.2 Canada shall provide the Recipient with at least ninety (90) calendar days written notice of the reduction or termination and shall reimburse the Recipient for any Eligible Expenditures incurred up to the date upon which the reduction/termination is to take effect.

4.12 Other sources of funds

- 4.12.1 The Recipient acknowledges having disclosed to Canada, as part of its application for funding under the Program, all actual and/or anticipated sources of assistance for carrying out the Initiative, including cash and in-kind contributions from all levels of government and/or private sources. The Recipient further acknowledges that Canada's approval of the funding for this Initiative was based on the approved Budget (Appendix B).
- 4.12.2 If requested, the Recipient shall provide to Canada in each year of this Agreement a declaration signed by its authorized representative(s) confirming the total contributions (both cash and in-kind contributions) that it has received from all sources for the Initiative, as well as the total expenditures made in relation to the Initiative. Such declaration shall reflect total contributions and total expenditures for the preceding Fiscal Year and be submitted in accordance with the Reporting Plan (Appendix C).

- 4.12.3 Where Canada's contribution under this Agreement exceeds \$100,000, the Recipient shall provide to Canada, upon expiration or termination of the Initiative, a final declaration signed by its authorized representative(s) confirming the total contributions (both cash and in-kind contributions) that it has received from all sources for the Initiative, as well as the total expenditures made in relation to the Initiative. Such declaration shall be submitted in accordance with the Reporting Plan (Appendix C).
- 4.12.4 If the total amount of assistance from all sources for carrying out the Initiative (including federal, provincial/territorial and municipal governments, private sector, etc.) exceeds one hundred per cent (100%) of the total cost of carrying out the Initiative, Canada may, in its discretion and having regard to Canada's proportionate share of the total cost of the Initiative as set out in the Budget (Appendix B):
- 4.12.4.1 reduce Canada's contribution by such amount as Canada considers appropriate, up to the amount of the additional assistance received; or
 - 4.12.4.2 if the full amount of Canada's contribution has already been paid, require the Recipient to repay such amount as Canada considers appropriate, up to the amount of the additional assistance received. Until repaid, the excess amount constitutes an overpayment within the meaning of section 4.8.

4.13 Budget adjustments

The Recipient may, within a given Fiscal Year's budget and upon notice to Canada, make minor adjustments to budget amounts among the approved broad budget expenditure categories. For the purposes of this section, a minor adjustment is an adjustment that does not exceed 15% of the approved amount for an expenditure category (calculated cumulatively). Where the proposed adjustment exceeds 15% of the approved budget amount for an expenditure category, the Recipient must seek Canada's prior written consent before implementing the adjustment. The adjustments under this section may not increase the total amount of Canada's contribution in any given Fiscal Year of the Agreement.

4.14 Further distribution of funding

The Recipient shall

- 4.14.1 Have in place operational procedures relating to the management of the further distribution of contribution funds to any Ultimate Recipient and provide a copy of those procedures to Canada upon request;
- 4.14.2 Provide Canada with a description of the Recipient's responsibilities in ensuring that a clear, transparent, open and fair decision-making process is used in the selection of Ultimate Recipients and projects to be funded;
- 4.14.3 Provide Canada with a description of redress provisions to handle grievances or other matters regarding the Recipient's decision-making process;
- 4.14.4 Ensure that materials submitted to Canada pursuant to this Agreement do not infringe any Ultimate Recipient intellectual property rights and bear the appropriate copyright notice and attribution to the author(s);
- 4.14.5 Provide Canada with access to all signed agreements with Ultimate Recipients;
- 4.14.6 Ensure that the terms of the written agreement between the Recipient and each Ultimate Recipient that will receive funding mirrors the basic elements of the Agreement between Canada and the Recipient, and include the following:
 - 4.14.6.1 A description of the responsibilities of the parties, financial and otherwise, including clear expectations as to the results expected through carrying out the activities of the project;
 - 4.14.6.2 The right of the Recipient to monitor and review the Ultimate Recipient projects through site visits or other means, as well as conduct inspections of financial records or an audit to confirm compliance with the agreement and the appropriate use of funds;
 - 4.14.6.3 The right of the Recipient to share with Canada copies of reviews, evaluations and audit reports of the Ultimate Recipient with respect to the funding;
 - 4.14.6.4 Canada's right of access, through the Recipient, to the Ultimate Recipient's documents for the purposes of monitoring compliance with this Agreement;

- 4.14.6.5 The right of the Auditor General of Canada, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, to conduct an inquiry into the use of funds. The Ultimate Recipient shall cooperate with the Auditor General and his/her representatives or agents in connection with such inquiry, and shall grant access to its documents, records and premises as required by the Auditor General or his/her representatives or agents for purposes of any such inquiry. The Auditor General may, at his/her discretion, discuss any concerns raised in such inquiry with the Parties and the Ultimate Recipient. The results may be reported to Parliament in a report of the Auditor General.
 - 4.14.6.6 A requirement for the Ultimate Recipient to keep all records, information, databases, reports and all other documentation related to the project and associated expenditures and costs, for a period of six (6) years from the expiration or termination of the agreement;
 - 4.14.6.7 Appropriate measures for elements of non-compliance or default, including termination of the agreement for default and for convenience, and possible legal recourse;
 - 4.14.6.8 A provision for the Recipient to make known Canada's role in the funding provided to the Ultimate Recipient;
 - 4.14.6.9 A provision stipulating that payments are subject to there being an Appropriation of funds by the Parliament of Canada and are also subject to being amended or terminated in the event that federal program levels are amended or terminated for any Fiscal Year in which a payment is to be made under the agreement;
 - 4.14.6.10 A requirement for the Ultimate Recipient to repay to the Recipient any funds to which the Ultimate Recipient is not entitled, including payments made in error, overpayments and costs that were not eligible for reimbursement;
 - 4.14.6.11 A requirement for the Ultimate Recipient to ensure that any research project involving humans includes a research protocol that is consistent with the principles set out in the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* and that appropriate records are kept and a copy provided to the Recipient, if requested to do so;
 - 4.14.6.12 A requirement for the Ultimate Recipient to comply with all applicable laws and policies pertaining to privacy and confidentiality in dealing with information and records related to the project; and
 - 4.14.6.13 A provision stipulating that the Ultimate Recipient should, where appropriate, deliver its services, programs, projects or activities in both official languages.
- 4.14.7 Be permitted to further distribute funding in accordance with the terms of written agreements established between the Recipient and the Ultimate Recipients prior to the coming into force date of this Agreement and shall endeavour to align the terms of those existing written agreements with the requirements under section 4.14.6 at the earliest opportunity.

5. RECORDS AND AUDIT

- 5.1 Canada reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms of this Agreement. The scope, coverage and timing of such an audit shall be determined by Canada and may be carried out by employees or agents of Canada at Canada's expense.
- 5.2 The Recipient:
 - 5.2.1 acknowledges that Canada may audit any or all records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Agreement as is necessary to satisfy Canada that the objectives and activities of the Initiative have been carried out and that the funds have been spent in accordance with the terms of this Agreement;
 - 5.2.2 shall keep proper and accurate Initiative-related accounts and records (including activity, progress and evaluation reports, reports on audits carried out by, or on behalf of the Recipient, all contracts, agreements, invoices receipts and vouchers relating to Eligible Expenditures and revenues, including contributions from other sources (both cash and in-kind contributions)) in accordance with this Agreement, generally accepted accounting principles and good financial management practices;

- 5.2.3 shall make such accounts and records available for audit by Canada upon reasonable notice, and permit Canada to inspect the records and make extracts from and/or make copies of the records; and
- 5.2.4 shall provide reasonable facilities to Canada for such audits and inspections and provide Canada with all information necessary to understand the records.

6. AUDITOR GENERAL OF CANADA

The Recipient acknowledges that the Auditor General of Canada may, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, conduct an inquiry into matters relating to this Agreement. The Recipient shall cooperate with the Auditor General and his/her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records, and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with Canada. The results may be reported to Parliament in a report of the Auditor General.

7. INFORMATION MANAGEMENT

7.1 Access to records

Upon request, the Recipient shall allow representatives of Canada to have access to its staff, premises, Initiative site and records (including files, information, databases, reports and invoices for costs for which reimbursements have been claimed) for purposes related to the monitoring of the Recipient's compliance with this Agreement.

7.2 Retention of records

Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, reports and all other documentation related to the Initiative and associated expenditures and costs, for a period of six (6) years from the expiration or termination of this Agreement.

7.3 Consent to disclosure

The Recipient consents to the disclosure by Canada, for purposes related to the administration of the Program or this Agreement or for purposes related to the Recipient's eligibility for federal funding under any other program or initiative, of any information, other than personal information, relating to the Recipient or the Initiative including, but not limited to: information about amounts advanced or paid as reimbursement of Eligible Expenditures; the criteria used for calculating payments; data showing the activities supporting such payments; and analysis, assessment, audit and evaluation reports relating to the Recipient or the Initiative.

- 7.4 The Recipient authorizes Canada, without any further formality, to consult such individuals or organizations, including financial institutions, accounting firms, credit bureaus and other government organizations, that it deems necessary for the purpose of obtaining any information, (including information relating to the Recipient's financial situation), useful to the administration and monitoring of this Agreement; and these contacted individuals and organizations to disclose the information requested.

7.5 Personal and confidential information

The Parties shall comply with applicable laws and policies pertaining to privacy and confidentiality in dealing with information and records related to the Initiative.

8. PERFORMANCE MEASUREMENT AND EVALUATION

The Recipient shall:

- 8.1 measure progress and performance on an ongoing basis to ensure that data is available to support the management of the Initiative. This includes: performance measurement planning; regularly collecting data on output and outcome indicators; analyzing and/or synthesizing the data; using the data to inform decision-making and to continuously improve implementation; and reporting to Canada in accordance with the Reporting Plan (Appendix C);
- 8.2 participate in any Program-level Performance Measurement and/or Evaluation activities led by or on behalf of Canada; and
- 8.3 if requested to do so, carry out an independent Evaluation of the Initiative in a form satisfactory to Canada, and provide Canada with a copy of the resulting report(s) in accordance with the Reporting Plan (Appendix C).

9. OTHER REPORTING

The Recipient shall:

- 9.1 provide Canada with a copy of its annual financial statements within thirty (30) calendar days of the completion of such statements; and
- 9.2 provide Canada with a copy of any audit report (financial or otherwise) prepared by its auditors within thirty (30) calendar days of the release of such report.

10. DEFAULT

10.1 The following constitute events of default:

- 10.1.1 the Recipient fails to take all the necessary actions to maintain itself in good standing, to preserve its legal capacity, and to inform Canada without delay of any failure to do so;
- 10.1.2 in the opinion of Canada, the Recipient fails to perform or comply with any term, condition or obligation contained in this Agreement;
- 10.1.3 the Recipient has made materially false or misleading representations or statements, or provided materially false or misleading information to Canada on any matter related to this Agreement (the Recipient shall demonstrate good faith);
- 10.1.4 in the opinion of Canada, the Recipient fails to proceed in a diligent and professional manner with the implementation of the Initiative so as to jeopardize the success or outcome of the Initiative;
- 10.1.5 in the opinion of Canada, there is a material adverse change in the Recipient's ability to implement the Initiative as set out in Appendix A; or
- 10.1.6 the Recipient becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved.

11. REMEDIES ON DEFAULT

- 11.1 If, in the opinion of Canada, an event of default occurs, Canada may, with prior notice to the Recipient and in addition to any other remedy provided by law or under this Agreement, exercise one or more of the following remedies:
 - 11.1.1 require that the Recipient take such reasonable action as may be necessary to remedy the event of default;
 - 11.1.2 alter the frequency and/or content of reporting to be provided by the Recipient under the terms of this Agreement and/or impose additional reporting requirements;
 - 11.1.3 suspend or reduce the payment of any amount payable under this Agreement, regardless of whether the amount is owing prior to, or after the date of such suspension or reduction;
 - 11.1.4 direct the Recipient to repay to Canada all or part of the funds paid under this Agreement, with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, from the date of demand for repayment; or
 - 11.1.5 terminate this Agreement.

12. ASSETS

- 12.1 The Recipient shall report to Canada on Assets in accordance with the requirements of the Reporting Plan (Appendix C).
- 12.2 During the term of this Agreement, the Recipient shall use the Assets for the purpose of the Initiative and shall not, except with the prior written consent from Canada and in accordance with such terms and conditions as may be imposed by Canada,
 - 12.2.1 purchase any Assets valued over \$10,000;

- 12.2.2 change the use of any Assets or permit them to be used for activities that are not directly related to the Initiative;
 - 12.2.3 sell, exchange, transfer or dispose of any Assets. Any proceeds from any sales, exchanges, transfers or disposals made with the prior written consent of Canada must be used to further support the Initiative; or
 - 12.2.4 pledge, mortgage, or permit the creation of any security interest, claim or lien against the Assets.
- 12.3 Upon the expiration or termination of this Agreement, the Recipient shall provide an inventory of the Assets it has preserved and, if so directed by Canada, the Recipient shall:
- 12.3.1 sell the Assets, or any part of them, at fair market value;
 - 12.3.2 transfer the Assets or any part of them to another person or organization designated or approved by Canada; or
 - 12.3.3 dispose of the Assets or any part of them in such other manner as may be determined by Canada.
- 12.4 Canada may direct the Recipient to repay any proceeds realized from the sale, exchange, transfer, or disposal of Assets to offset Canada's contribution to Eligible Expenditures under this Agreement.

13. LIABILITY

- 13.1 Canada and its employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property belonging to the Recipient or anyone else, or for any obligation of the Recipient incurred by the Recipient or its agents, employees, contractors or voluntary workers or any Ultimate Recipient in carrying out the Initiative, including where the Recipient has entered into loans, capital leases or other long-term obligations in relation to this Agreement.
- 13.2 The Recipient agrees to protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Recipient in carrying out the Initiative under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.
- 13.3 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, or the Canada Revenue Agency.

14. INDEMNIFICATION

During and following the expiration of this Agreement, the Recipient shall indemnify and save harmless Canada and its employees and agents from and against all claims, losses, damages, costs, expenditures, including solicitor/client fees, administrative fees and disbursements, actions, and any other proceedings made, sustained, brought, prosecuted, threatened to be brought, or prosecuted in any manner based on, occasioned by, or attributable to any environmental effect, injury to or death of a person, or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Recipient or its employees, servants, agents, or voluntary workers or any Ultimate Recipient in carrying out the Initiative, except that Canada shall not claim indemnification under this section to the extent that the injury, loss, or damage has been caused by Canada or its employees or agents.

15. LOBBYING

- 15.1 The Recipient warrants that the Recipient and any person lobbying on its behalf to obtain the funding that is the subject of this Agreement were, are, and shall continue to remain in compliance with the *Lobbying Act*.
- 15.2 The Recipient warrants that it has not and shall not, directly or indirectly, make any payment to any individual that is in whole or in part contingent upon the solicitation of funds, negotiating or signing of this Agreement.
- 15.3 The Recipient understands and acknowledges that lobbying activities, as described in subsection 5(1) of the *Lobbying Act*, are not Eligible Expenditures, and therefore, funding provided under this Agreement cannot be used to support any of the Recipient's lobbying activities.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Any Material created or developed by the Recipient, Ultimate Recipient, or other entity with whom the Recipient has collaborated with in carrying out its obligations under this Agreement shall vest in and remain the property of the Recipient, Ultimate Recipient, or other entity, unless otherwise agreed to by the Parties. The Recipient shall report to Canada what Materials, if any, have been created or developed under this Agreement and provide copies of such Materials to Canada if requested to do so.

16.2 Canada will review the list of Materials provided by the Recipient pursuant to section 16.1 for the purpose of determining if Canada wishes to seek permission to use any such Materials.

17. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

18. OTHER INTERESTS

While this Agreement is in effect, the Recipient shall not pursue other activities or interests that are in conflict with those funded under this Agreement.

19. CONFLICT OF INTEREST

The Recipient acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

20. ASSIGNMENT

The Recipient shall not assign this Agreement or any payment, right or obligation thereunder without the prior written consent of Canada. Any assignment made without that prior written consent is void and of no effect.

21. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership, or joint venture between the Parties. The Recipient shall not represent itself (including in any agreement with a third-party) as the agent, employee or partner of Canada or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee or partner of Canada.

22. SUCCESSORS

This Agreement binds the Parties and their respective successors and assigns.

23. GOVERNING LAWS

This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in **Ontario** and the laws of Canada applicable therein. The Parties further agree to attorn to the jurisdiction of the Courts of **Ontario**.

24. DISPUTE RESOLUTION

24.1 In the event of a dispute under this Agreement, the Parties, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.

24.2 If the Parties are unable to settle the dispute by negotiation within ten (10) business days of such meeting or any other period agreed to, the Parties may agree to refer the dispute to mediation, based on terms agreed to by the Parties and reflected in a written agreement entered into on behalf of the Parties by their duly authorized representatives.

24.3 The ability of Canada to take action to terminate under this Agreement shall not be prejudiced by this section or any procedure flowing from it.

25. COMMUNICATIONS

25.1 Acknowledgment

The Recipient shall acknowledge Canada's support in all public communications Materials and products (including, but not limited to, information and advertising campaigns, invitations to participate in activities, printed/audio/visual electronic Materials, Web sites and exhibits) under this Agreement. Such acknowledgment shall be in a form satisfactory to Canada. The Recipient shall withdraw the acknowledgment upon the written request of Canada.

25.2 Disclaimer

The Recipient shall, unless otherwise directed by Canada, ensure that the following disclaimer appears on any Materials developed for public distribution under this Agreement: "The views expressed herein do not necessarily represent the views of Health Canada."

25.3 Prior notice and participation

The Recipient shall, where possible, give ten (10) business days' notice to Canada of a proposed public announcement or ceremony relating to the Initiative. Where Canada wishes to participate in such an announcement or ceremony, the Recipient shall, where possible, co-operate with Canada during such announcement or ceremony.

25.4 Language of communication

The Recipient shall carry out the Initiative and provide to the public oral and written communications related to the Initiative in both of Canada's official languages (English and French) unless otherwise stated in Appendix A. The Recipient shall ensure that these obligations are fulfilled by any Ultimate Recipient.

25.5 Language of Agreement

The Parties agree that this Agreement is drafted in English only.

26. AMENDING OR TERMINATING THE AGREEMENT

26.1 All amendments to this Agreement are to be made in writing and signed by both Parties except where minor budget adjustments are made in accordance with section 4.13.

26.2 This Agreement may be terminated for convenience at any time, by either Party, upon not less than ninety (90) calendar days written notice to the other Party. The termination date will be stipulated in the written notice. Subject to the maximum amount of Canada's contribution and the terms, conditions and limitations of this Agreement, Canada will reimburse the Recipient for reasonable costs incurred by the Recipient for the purpose of the Initiative up until the termination date stipulated in the written notice.

26.3 Nothing in section 26.2 limits Canada's ability to terminate this Agreement pursuant to sections 4.11 or 11.

27. ENTIRE AGREEMENT

This Agreement, including its preamble and all appendices attached hereto sets forth the entire agreement between the Parties with respect to its subject-matter and supersedes and cancels all prior agreements, understandings, negotiations and discussions, both oral and written, between the Parties with respect to the Initiative.

28. OBLIGATIONS SURVIVING TERMINATION

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

29. REPRESENTATIVES OF THE PARTIES AND NOTICE

Communications, including reporting and any notice, demand, request or other communication, shall be in writing and sent to the coordinates below. Communications that are delivered in person shall be deemed to have been received upon delivery; communications transmitted by facsimile or by e-mail shall be deemed to have been received one (1) business day after having been sent; and communications that are sent by mail shall be deemed to have been received five (5) business days after being mailed.

Any Notice to Canada shall be addressed to:

Mike Martin

**Senior Program Officer, Program Delivery, Substance Use and Addictions Program –
Emergency Treatment Fund, Health Canada**

**150 Tunney's Pasture Driveway
Tunney's Pasture, Ottawa, Ontario
Mail Stop A/L 03021**

Email: mike.martin@hc-sc.gc.ca

Telephone: 343-549-2413

Any notice to the Recipient shall be addressed to:

Tom Vair

Chief Administrative Officer, The Corporation of The City of Sault Ste. Marie

**99 Foster Drive
Sault Ste. Marie, ON
P6A 5K6**

Email: cao.vair@cityssm.on.ca

Telephone: 705-759-5347

30. COUNTERPARTS

This Agreement may be signed in counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

31. WAIVER

The fact that Canada refrains from exercising a remedy or right that it is entitled to exercise under this Agreement will not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a right conferred on Canada will not prevent it in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless Canada waives such right in writing.

32. RESEARCH INVOLVING HUMANS

- 32.1 Prior to commencing any research project involving humans, the Recipient shall ensure that the research protocol is consistent with the principles set out in the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* (hereinafter referred to as "TCPS") and is reviewed and approved by a research ethics board that complies with the TCPS or other similar entity that is established to approve research based on ethical standards (hereinafter collectively referred to as "Research Ethics Board").
- 32.2 The Recipient shall carry out the research project in accordance with the project research protocol reviewed and approved by the Research Ethics Board and comply with any conditions imposed by the Research Ethics Board.
- 32.3 The Recipient shall at minimum obtain annual review and approval by the Research Ethics Board until the research is complete and seek review and approval by the Research Ethics Board prior to making any amendment or modification to the approved research protocol.
- 32.4 The Recipient shall retain a record of each approval or approval of amendments given by the Research Ethics Board and provide a copy of those records to Canada upon request.

IN WITNESS WHEREOF, this Agreement is duly executed by authorized representatives of the Parties.

For the Recipient:

Signature of Authorized Representative

Date

Print Name

Print Title

Print Organization's Name

For Canada:

Signature of Authorized Representative

Date

Print Name

Print Title



APPENDIX A

OVERVIEW

INITIATIVE DESCRIPTION

The Corporation of The City of Sault Ste. Marie will implement a project titled *The Sault Ste. Marie Outreach and Wellness Response Team (OWR- Team)* addressing the mental health, addictions, and overdose crisis by creating a dedicated 24/7 community outreach and wellness response team in the Sault Ste. Marie, Ontario district. The team will provide low-barrier access to medical, mental health, addiction, harm reduction, as well as high-needs populations both on the street, in supportive housing, and at key community locations.

KEY ACTIVITIES AND DELIVERABLES/OUTPUTS

Fiscal Year 2025-2026 & 2026-2027

Key Activities	Key Deliverables/Outputs
<p>Vehicle Purchase (2025-2026 only): Two SUVs will be purchased for the Outreach and Wellness Response Team, enabling safe client transport to secure environments and treatment facilities as needed.</p>	<p>Vehicle purchased to provide client transportation by the Outreach Wellness Response Team.</p>
<p>Vehicle Retrofit (2025-2026 only): Salvaging ambulance components to be reused on new vehicle</p>	<p>Removing the patient care module (the treatment and transport box) from an older, worn Ambulance 'bus' chassis and mounting it onto a new truck chassis. The module is inspected, repaired, and upgraded as needed to meet all regulatory standards, ensuring it functions like new.</p>

<p>Retrofit of Community Resource Centre (2025-2026 only): Minor construction to create storage space and client washroom</p>	<p>Retrofit storage space for Outreach Wellness Response Team supplies/shift exchange and upgrading a washroom to assist clients in addressing their personal hygiene needs</p>
<p>Naloxone Distribution & Training: Partnering with Algoma Public Health to distribute naloxone kits and provide overdose prevention training aligned with provincial best practices.</p>	<p>Naloxone kits distributed and community members trained on overdose prevention.</p>

<p>Access to Traditional Medicines: Indigenous Peer Workers will provide access to Traditional Medicines, healing methods, and culturally relevant resources that align with Indigenous ways of healing and wellness.</p>	<p>Provide traditional medicine and land based support to indigenous community members.</p>
<p>Outreach Services: Provision of basic need supplies: The OWR-Team will collaborate with Harvest Algoma along with other local agencies to collect and distribute essential supplies to those in need.</p> <p>Counselling & Crisis Support: Mental Health and Addictions Crisis Counsellors will provide immediate, specialized support to individuals experiencing mental health or substance use crises.</p> <p>Peer Support: Certified Peer Workers will provide empathetic, on-call support</p> <p>Navigation Support & Case Management: Outreach Workers will provide appropriate treatment & wrap around services</p>	<p>Peer support, basic supplies, mental health and addiction support, and referrals to appropriate treatment and wrap around services provided to clients in need.</p>

<p>Transportation to Residential withdrawal management facilities WMS and bed-based treatment: The OWR-Team will support access to services by providing transportation to withdrawal management facilities and connecting clients to culturally relevant Land-Based Detox or bed based recovery services.</p>	<p>Transportation provided to residential land-based and/or withdrawal management services, along with facilitating access to treatment facilities.</p>
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<p>Mobile Aftercare Support: OWR-Team mental health and addiction counsellors will provide individualized counselling, regular check-ins, and ongoing emotional support, while connecting clients to support groups and community resources to promote recovery and strengthen peer networks.</p>	<p>Provide 1-on-1 counseling while connecting clients to peer support, resources, and ongoing post-treatment support to ensure sustained well-being.</p>
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<p>Referrals to Supportive Housing: Housing Outreach Workers will support clients with application process, eligibility requirements and documentation. They will facilitate connections to ensure appropriate placement & access to stable housing.</p>	<p>Individuals connected to and supported in accessing stable housing.</p>
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<p>Follow Up Case Management and Check Ins: OWR-Team will provide ongoing case management and personalized support through regular visits to clients in supportive or transitional housing, helping them maintain housing stability, navigate community resources, address emerging challenges, and stay on track with their recovery and life goals.</p>	<p>Continued case management and individual support within accommodation settings.</p>
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<p>Indigenous Peer Support Workers: Will offer culturally safe, on-demand care incorporating traditional teachings/practices, & connecting clients to Indigenous organizations for holistic, community-based healing and wellness.</p>	<p>Indigenous individuals receive culturally appropriate peer support and community connections.</p>
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OUTCOMES

The Initiative will contribute to and report on the Emergency Treatment Fund outcomes and performance indicators that are relevant to the Initiative.

The short-term outcomes for projects funded through the SUAP - Emergency Treatment Fund are:

1. To enable municipalities and Indigenous communities to increase access to and availability of substance use services; and,
2. To improve community capacity to address urgent needs associated with the overdose crisis.

The following performance indicators will be used to measure these outcomes:

SHORT-TERM QUANTITATIVE INDICATORS
of clients participating in SUAP-ETF-funded activities, including relevant demographic data (by gender, language, age, location or priority population: Indigenous, 2SLGBTQIA+, Racialized people/communities).
Additional quantitative indicators (from recipient proposal)
of encounters by type of healthcare professionals and # of hours of availability and locations of services.
#of referrals completed.
of transfers to emergency rooms.
of unique patients seen and # of times patients are seen.
of provision of opioid agonist therapy and naloxone kits.

SHORT-TERM QUALITATIVE INDICATORS
Recipient Satisfaction: were you satisfied with SUAP-ETF program administration?
Program Benefit: was the SUAP-ETF helpful in addressing targeted issues?
Impact: what was the impact of the SUAP-ETF-funded project on the target population?
Additional qualitative indicators (from recipient proposal)
Patient satisfaction feedback to inform changes needed.
Data on demographics of the clients that access services including age, gender, and target population factors.

PARTNERSHIPS

Name of Partner	Partner's Role
Canadian Mental Health Association Algoma (CMHA)	The CMHA will lead the Mobile Outreach Team, delivering coordinated mental health, addiction, wrap around services, and crisis support through a multidisciplinary group of professionals.
Sault Area Hospital (SAH)	SAH will provide specialized staff, including Addiction Services Workers and Registered Nurses, to work alongside Mobile Support Workers to deliver on-site medical and addiction care as well as provide injectable medication such as vaccinations and long-acting injectable psychiatric medication administration in pop up clinics
District of Sault Ste. Marie Social Services Administration Board (DSSAB)	The DSSAB will contribute Tenant Support, Income Assistance, and Housing Outreach Workers to the Mobile Outreach Team, delivering vital housing, financial, advocacy services during outreach efforts as well as provide medical assessment/first aid/wound care and on site medical assessments
John Howard Society (JHS)	The JHS will contribute Shelter Diversion Workers and Options Navigators to the Mobile Outreach Team, helping individuals avoid shelter entry by connecting them to alternative housing and guiding them through available community resources for long-term stability.
The City of Sault Ste. Marie	The City of Sault Ste. Marie will support the project through funding administration and community communications, helping guide implementation and ensure public awareness of available services.
Algoma Public Health (APH)	APH will deliver harm reduction services, including supplies distribution, needle exchange, and educational outreach to support safer practices and community wellness.

TARGET GROUP

The Emergency Treatment Funding initiative will prioritize People with Lived and Living Experience (PWLLE) in the Sault Ste. Marie area, ensuring program design and service delivery are shaped by those directly impacted by substance use, homelessness, and related challenges. This approach promotes responsive, community-informed best practices.

OFFICIAL LANGUAGES

To support Sault Ste. Marie's diverse population, the OWRT Team will access VOYCE Global interpretive services through Sault Area Hospital, ensuring clients receive care in their preferred language and enhancing communication with Francophone and newcomer families.

DIVERSE POPULATIONS (SEX- AND GENDER-BASED ANALYSIS PLUS¹)

The OWR-Team's work aligns with Health Canada's commitment to diversity, inclusion, and SGBA Plus principles, supporting equitable access to care for vulnerable populations. Through partnerships with local equity committees and Indigenous organizations, the team embeds intersectional analysis, cultural safety, and human rights-based approaches into all aspects of service delivery.

¹ **Sex- and Gender-Based Analysis Plus (SGBA Plus)** is an intersectional approach to assess how factors such as sex, gender, age, race, ethnicity, socioeconomic status, disability, sexual orientation, cultural background, migration status, and geographic location interact and intersect with each other and broader systems of power.

Key contributions include:

- Integrating SGBA Plus into governance, program design, and staff training
- Using disaggregated data to inform service improvements and resource allocation
- Delivering culturally safe, trauma-informed care rooted in Indigenous values and teachings
- Ensuring inclusive, anti-racist, and anti-oppressive practices across all CMHA-led initiatives

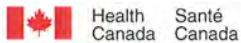
This model promotes holistic wellness, community empowerment, and responsive care tailored to the diverse needs of individuals across the region.

DECLARATION AND ACKNOWLEDGEMENT

During the term of this Agreement, **The Corporation of the City of Sault Ste. Marie**

1. Agrees to ensure that the Initiative is delivered in a safe, secure and respectful environment, and that their staff, management and board members have the tools and training to ensure that this occurs;
2. Agrees to not restrict access to programs or services, or employment, or otherwise discriminate without justification on the basis of personal characteristics including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered;
3. Agrees to not advocate intolerance, discrimination, or prejudice;

4. Agrees to have in place, or will have in place within six (6) months of the Agreement start date, and maintain in place for the entire term of the Agreement, policies and procedures to prevent, investigate and respond, as required, to misconduct and wrongdoing, including harassment, abuse, and discrimination;
5. Agrees to investigate and respond to incidents of misconduct and wrongdoing, including harassment, abuse and discrimination, in accordance with its policies and procedures;
6. Agrees to refer to the appropriate authorities and specialists if the Recipient determines it does not have the capacity or training to adequately address an incident of misconduct and wrongdoing, including harassment, abuse or discrimination;
7. Acknowledges that they have not, do not, and will not engage in activities that contravene relevant federal legislation, including the *Controlled Drugs and Substances Act*, or that contravene applicable provincial or territorial legislation or municipal bylaws, whether in the context of the proposed initiative for which Substance Use and Addictions Program - Emergency Treatment Fund funding is sought, or in the context of any other organizational activities; and
8. Agrees that Canada reserves the right to monitor adherence to this *Declaration and Acknowledgment*, in the context of this Initiative, or in the context of any other **The Corporation of the City of Sault Ste. Marie** program activities. Not adhering to this *Declaration and Acknowledgment* constitutes an act of default under section 10 of this Agreement.



APPENDIX B - BUDGET
 Budget by Fiscal Year (April 1 to March 31)

Arrangement Number: 2526-HQ-000145

Recipient Name: The Corporation of the City of Sault Ste. Marie

BUDGET EXPENDITURE CATEGORIES	2025-2026			2026-2027			TOTAL BUDGET	Total Contribution from HC
	HC	Other Sources - Cash	Other Sources - In-kind	HC	Other Sources - Cash	Other Sources - In-kind		
Personnel Salaries & Benefits	\$876,104			\$1,570,921			\$2,447,025	\$2,447,025
Contractual Personnel	\$10,000			\$20,000			\$30,000	\$30,000
Honoraria								
Travel & Accommodations	\$30,000			\$60,000			\$90,000	\$90,000
Materials & Supplies	\$100,800			\$95,808			\$196,608	\$196,608
Equipment	\$355,000						\$355,000	\$355,000
Rent & Utilities	\$11,820			\$23,640			\$35,460	\$35,460
Performance Measurement	\$25,000			\$17,000			\$42,000	\$42,000
Other Cost (please specify): Renovation/retrofit, training,admin costs,software,fuel,mainten ance	\$249,320			\$112,090			\$361,410	\$361,410
TOTAL	\$1,658,044	\$0	\$0	\$1,899,459	\$0	\$0	\$3,557,503	\$3,557,503
COMMENTS:								



APPENDIX C – SEMI-ANNUAL REPORTING PLAN

The tables below provide a detailed list of all reports required for the duration of your agreement, and their due dates.

A Fiscal Year (FY) is a twelve-month period, beginning April 1 and ending March 31 of the following calendar year.

The maximum reporting frequency is 4 times per Fiscal Year and it can be enforced at any time during the course of the Agreement when communicated in writing by your Health Canada Representative prior to March 31 of a particular Fiscal Year.

Please use the report templates provided by Health Canada unless otherwise indicated.

TABLE 1. Reports due at Agreement set-up

Due Date	Report Required
Upon signing of the Agreement	<ul style="list-style-type: none"> Recipient Signing Authorities Form
30 days after Agreement signature	<ul style="list-style-type: none"> Annual Plan (for full duration of initial fiscal year) Appendix D (Cashflow Forecast for initial fiscal year)
90 days after Agreement signature	<ul style="list-style-type: none"> Performance Measurement and Evaluation Plan

TABLE 2. Reports due each fiscal year of the Agreement

Due Date	Report Required
If changes occur anytime during the year	<ul style="list-style-type: none"> Recipient Signing Authorities Form
April 30	<p>To reflect reporting period from October to March of previous fiscal year:</p> <ul style="list-style-type: none"> Declaration of Progress Appendix D (Record of Expenditures) <p>To reflect full duration of previous fiscal year:</p> <ul style="list-style-type: none"> Declaration of Revenues and Expenditures (includes Proceeds or Income and/or Other Sources of Funds) Declaration of Assets Acquired <p>To reflect full duration of current fiscal year – starting in the 2nd fiscal year:</p> <ul style="list-style-type: none"> Annual Plan Appendix D (Cashflow Forecast)
October 31	<p>To reflect reporting period from April to September of current fiscal year:</p> <ul style="list-style-type: none"> Declaration of Progress
March 1	<ul style="list-style-type: none"> Declaration of Underspending
Within 30 calendar days of completion or release	<ul style="list-style-type: none"> Annual Financial Statements (recipient's template) Audit Reports (financial or otherwise, recipient's template)



TABLE 3. Reports due at Agreement expiration or termination

Due Date	Report Required
Within 60 days for standard agreement (or 90 days for third-party agreements) following expiration or termination of Agreement	To reflect reporting period from April to March of previous fiscal year: <ul style="list-style-type: none"> • Appendix D (Record of Expenditures) To reflect full duration of agreement: <ul style="list-style-type: none"> • Declaration of Revenues and Expenditures (includes Proceeds or Income and/or Other Sources of Funds) • Declaration of Assets Acquired • Final Evaluation Report

DECLARATION OF ASSETS ACQUIRED

This declaration should include the list of all assets acquired during this Initiative. An asset means any item that has an acquisition cost of \$1000 or greater, and may, where applicable, include any electronic device the cost of which is under \$1000 (e.g. communication device, computer equipment, audio visual equipment), acquired by the Recipient with funds provided under this Agreement or under a previous agreement funded by the same Program.

Recipient Name:

Arrangement #:

Initiative Title:

Reporting Period: DD/MM/20YY - DD/MM/20YY

Brief Description of Asset (e.g. make, model, serial number and/or identification number)	Date Purchased (MM/YY)	# of Items Purchased	Purchase Value Before Tax (please specify if value is per item or total)	Post-Initiative Plan for Asset: - If sold, please indicate value received and use of proceeds. - If asset retained, please specify how asset will be used, and its general location.

I certify that this is an accurate list of assets acquired during this Initiative.

Name of Authorized Signatory:

Signature of Authorized Signatory:

Date:

SUAP-Emergency Treatment Fund (ETF) Performance Measurement & Evaluation Plan

All fields marked with an asterisk * are mandatory

Organization:*	
Project Title:*	Insert the Project Title
CFP Year:*	Insert the year you applied to the call for proposals
Agreement Number:*	Insert the agreement number
Date Completed:*	Insert the date you complete the plan
Date Approved:*	Insert the date your Program Advisor approves the plan

This form explains the performance measurement and evaluation (PM&E) requirements for your SUAP-Emergency Treatment Fund (ETF) project. As a part of your contribution agreement, each project is expected to commit to data collection and reporting, and completion of a final evaluation report at the end of the project. This document outlines which reporting indicators are required and what will be asked in the final evaluation.

In recognizing the urgency of the overdose crisis, the SUAP-ETF has designed the reporting process to be administratively light, ensuring that your results are well documented, while also allowing you to focus on delivering important services.

Section 1: Target Population

For the purposes of PM&E, Health Canada has identified **one** primary target population for your project, based on your project activities and the group which you can realistically measure and report on within the project's timeframe. The goal of the SUAP-ETF's PME requirements is to measure how SUAP-ETF funds are being spent. This means the immediate target population may be different from the overall beneficiary of project outcomes/outputs.

People With Lived and Living Experience (PWLLE)

Section 2: Performance Measurement Indicators

Mandatory SUAP-ETF indicators are highlighted below, while space has been provided to include any indicators committed in the original project application. The following information is being sought for performance indicators: target values and method of data collection (defined below):

- **Target Value:** This column should be used to indicate the number or percentage that your project aims to achieve by project completion. For example, if you anticipate reaching over 1,000 clients, 1,000 would be the target.
- **Method of data collection:** Sources of data that you can use to collect information to support performance indicators such as client records or community feedback.

Frequency of Indicator Reporting:

Frequency in which data must be provided on indicators is provided below. Data for the indicator titled “*number of clients participating in SUAP-ETF-funded activities*” will be collected **annually** through a survey link sent to recipients from the ETF program. All other indicator data will be collected in the final evaluation report and a survey that will be sent to you by your project advisor. Please refer to Appendix C – Reporting Plan in your Contribution Agreement for details on frequency on reporting based on project risk level.

Additionally, projects will be required to acknowledge a “Declaration of Progress” as a reporting deliverable mid-year. This will be done through communication with the Program Advisor.

Demographic Data Collection

Health Canada strives to provide and support person-centered, stigma free information and services for the population. All SUAP-ETF recipients are required to collect demographic data on their target population as part of their performance measurement and evaluation strategy, including:

- i. Gender
- ii. Official language
- iii. Age
- iv. Location
- v. Access/participation from specific populations such as Indigenous peoples, 2SLGBTQIA+, Racialized people/communities.

This information is requested to gather information on the distribution of funding and services to all who live in Canada, which align with the distinct needs of those who may require them. It is only required for the indicator “*number of clients participating in SUAP-ETF-funded activities*”. Please ensure your data collection tools and methods are designed to reflect this.

There are no requirements to set targets for collecting demographic data.

SHORT-TERM QUANTITATIVE INDICATORS		
SUAP-ETF Indicator: # of clients participating in SUAP-ETF-funded activities, including relevant demographic data.		
Target Value	Data Source / Tool / Method of Data Collection	Frequency of Data Reporting
		Annually, covering entire fiscal year. Format will be a survey, due 30 days after link is provided.
Please add any additional quantitative indicators that were included in your application below. If there are none, note "NA" in the indicator box:		
Indicator:		
Target Value	Data Source/ Tool/ Method of Data Collection	Frequency of Data Reporting
		Once (upon project completion in the final evaluation report)
Indicator:		
Target Value	Data Source/ Tool/ Method of Data Collection	Frequency of Data Reporting
		Once (upon project completion in the final evaluation report)
Indicator:		
Target Value	Data Source/ Tool/ Method of Data Collection	Frequency of Data Reporting
		Once (upon project completion in the final evaluation report)



SHORT TERM QUALITATIVE INDICATORS	
SUAP-ETF Indicator: were you satisfied with SUAP-ETF program administration? Please provide a “yes” or “no” and explanation.	
Data Source / Tool / Method of Data Collection	Frequency of Data Collection
	Once (upon project completion via a survey sent from Program Advisor)
SUAP-ETF Indicator: was the SUAP-ETF helpful in addressing targeted issues? Please provide a “yes” or “no” and explanation.	
Data Source / Tool / Method of Data Collection	Frequency of Data Collection
	Once (upon project completion via a survey sent from Program Advisor)
SUAP-ETF Indicator: what was the impact of the SUAP-ETF-funded project on the target population?	
Data Source / Tool / Method of Data Collection	Frequency of Data Collection
	Once (upon project completion in the final evaluation report)
Please add any additional qualitative indicators that were included in your application below. If there are none, note “NA” in the indicator box:	
Indicator:	
Data Source / Tool / Method of Data Collection	Frequency of Data Collection
	Once (upon project completion in the final evaluation report)
Indicator:	
Data Source / Tool / Method of Data Collection	Frequency of Data Collection
	Once (upon project completion in the final evaluation report)

Section 3: Final Evaluation Report

Projects are expected to submit a Final Evaluation Report within a specified amount of time from the project end date (See Appendix C of the contribution agreement for details). Your Program Advisor will provide you with additional information on how to fill out your Final Evaluation Report. Projects are expected to complete the Final Evaluation Report based on performance data collected over the life of the project. This may include client testimonials, quotes or any quantitative data that can support this. All short term quantitative and qualitative indicators listed above will need to be reported on in the final evaluation report, in addition to the following questions:

1. What have been any impacts or positive outcomes on the target population at the individual level? These can include decrease in negative behaviours (e.g., decrease in overdose, reversed overdose) or improvement in client health (e.g., better access to health care, wound care, social supports), increase in healthcare capacity, or peer support, etc.
 - a. Were there any unintended impacts or outcomes?
2. How did SUAP-ETF funding address (or not address) a targeted urgent need in the community?
3. What were the impacts of any SUAP-ETF funded capital costs? For example, if the funding went towards a mobile overdose response service vehicle, provide a description of how it impacted the clients it served.
4. What steps did your project take to ensure the best use of resources? For example: working with other projects/groups to reduce duplication, leveraged funds, etc.
5. Were resources sufficient to complete activities and outputs?
6. What was the project's reach? (e.g. how many people did the project reach? This can include people beyond the target population)
7. What were the challenges and lessons learned from the project? Do you have any recommendations for similar projects?

The questions that are included above represent the minimum reporting requirements for all projects. Additional, project-specific questions can be added, and projects can choose to provide information above and beyond what is required by Health Canada.

DECLARATION OF REVENUES AND EXPENDITURES

Recipient Name:

Arrangement #:

Initiative Title:

Reporting Period: DD/MM/20YY - DD/MM/20YY

BUDGET EXPENDITURE CATEGORIES	Funding from HC	Funding from Other Sources - Cash	Funding from Other Sources - In-kind	Proceeds or Income (Interest, Tax Rebates, etc.)	Total Revenue	Total Expenditures	Variance (Revenue - Expenditures)
Personnel Salaries & Benefits					\$0		\$0
Contractual Personnel					\$0		\$0
Travel & Accommodations					\$0		\$0
Materials & Supplies					\$0		\$0
Equipment					\$0		\$0
Rent & Utilities					\$0		\$0
Performance Measurement					\$0		\$0
Other Cost (please specify):					\$0		\$0
Other Cost (please specify):					\$0		\$0
Other Cost (please specify):					\$0		\$0
Other Cost (please specify):					\$0		\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

COMMENTS:

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Date: _____

Annual Plan

<<Notes:

- *Instructions are in italicized blue text and are between “<<” and “>>”.*
- *Replace with black 12-point Arial font text/remove all italicized blue text when populated.*
- *This template includes two sections, a Work Plan section and a Timetable section, which the recipient completes and submits to Health Canada at the start of the project and then at the start of every following fiscal year.*
- *When the Program Officer receives the completed Annual Plan, the information must be saved in the shared drive folder for the project.*
- *All prompts must be answered.>>*

Complete both sections of this Annual Plan template. The Annual Plan should span the duration of the current fiscal year. Once completed, the Annual Plan will identify the following:

- Well-defined activities that will achieve project objectives;
- Feasible timelines that reflect the requirements of the activities being proposed; and
- Appropriate outputs that reflect the project activities being proposed.

Work Plan

Project Objectives

List the objective(s) of the project (include additional bullets if required):

-
-
-
-

Timetable

Input each activity for your project in the table below (include additional rows if required).

For each Activity listed, note:

- Start Date – What is the proposed start date of the activity?

