

The Corporation of the Township of Whitewater Region

By-law Number 18-08-1093

A by-law to award RFP2018-26 for the Employee Assistance Program Provider to Morneau Shepell Ltd. for a three-year term commencing October 1, 2018

Whereas, Section 5 of the *Municipal Act, 2001 S.O. 2001, c.25* as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and

Whereas, Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas, Council deems it expedient and necessary to enter into a contract for the Employee Assistance Program Provider;

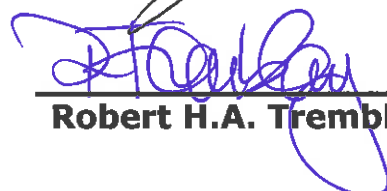
Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. That RFP2018-26 for the Employee Assistance Program Provider is hereby awarded to Morneau Shepell Ltd. for a three-year term commencing October 1, 2018.
2. That the Mayor and the CAO/Clerk-Treasurer are authorized to execute the agreement between the Corporation of the Township of Whitewater Region and Morneau Shepell Ltd.
3. That this by-law shall come into force and take effect upon being passed by Council.

Read a first, second and third time and finally passed this 1st day of August, 2018.



Hal Johnson, Mayor



Robert H.A. Tremblay, Clerk



895 Don Mills Road, Tower One, Suite 700
Toronto, Ontario M3C 1W3

TOWNSHIP OF WHITEWATER REGION
44 Main Street
Cobden, Ontario K0J 1K0

Attention: Robert Tremblay - CAO/Clerk/Treasurer

Dear Mr. Tremblay,

Thank you for choosing Morneau Shepell as your provider of the Shepell Employee and Family Assistance Program. We are confident that we will meet your expectations in delivering a high quality service and we certainly look forward to developing a long-term relationship between our organizations.

If everything is satisfactory, please sign one copy of the Agreement and return all pages via fax to 1-877-404-3964 or via mail to:

800 Bay Street, 7th Floor
Toronto, Ontario M5S 3A9
Attn: **Contract Administration**

OR

Scan a signed copy of the Agreement and email it to:

morneaushepellcontracts@morneaushepell.com

We look forward to being of service to you, your organization and the employees of **Township of Whitewater Region**. If you require any further information, please do not hesitate to contact me at 613.601.6671.

Sincerely,

Andrew McCartney
Business Development Specialist

PROFESSIONAL SERVICES AGREEMENT FOR THE SHEPELL EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

This Professional Services Agreement (the "Agreement") is made as of October 1, 2018 ("Effective Date") between TOWNSHIP OF WHITEWATER REGION ("Employer") located at 44 Main Street, Cobden, Ontario K0J 1K0 and Morneau Shepell Ltd. ("MSL") located at 895 Don Mills Road, Tower One, Suite 700, Toronto, Ontario M3C 1W3.

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MSL agrees to provide the following Services on the terms and conditions contained herein.

Definitions

The following terms used in this Agreement and in the provision of Services have the meanings set out below:

"Budgeted Utilization Rate" or "BUR" is the estimated Utilization reflected as a percentage of Service use by the population based on the Employer's historical usage or the usage of MSL clients comparable to the Employer.

"Case" means the use of a Professional Service or Professional Counselling Modality and Resource by Eligible Users for a presenting issue;

"Eligible Users" means an Employee or any other user authorized by the Employer to obtain Services; and

"Utilization" means the number of Cases delivered divided by the Population.

1. Shepell Services ("Services")*

A. EFAP Services included in Utilization:		B. EFAP Services not included in Utilization:
Professional Counselling Modalities and Resources <ul style="list-style-type: none"> ▪ In-Person Counselling ▪ Telephonic Counselling ▪ Video Counselling ▪ E-counselling ▪ On-line Group Counselling ▪ First Chat ▪ Health & Wellness Resource Packages 	Professional Services <ul style="list-style-type: none"> ▪ Counselling ▪ Smoking Cessation** ▪ Career ▪ Child Care ▪ Elder Care ▪ Nutrition Support Services*** ▪ Legal Support Services ▪ Financial Support Services*** ▪ Health Coaching ▪ Community Referrals 	Account Management & Promotion (For Employers) <ul style="list-style-type: none"> ▪ Standard Statistical Reporting ▪ Standard Promotional Materials ▪ Program Orientation Sessions for Employees ▪ Program Orientation Sessions for People Leaders ▪ Management Consultations <p>Access to workhealthlife.com</p>

*MSL reserves the right to make modifications and/or enhancements to the Services including but not limited to Service Modalities and the format / quantity of value-added Service inclusions. **Online consultations only. ***Online and telephonic consultations only. Additional services are set out in Schedule A or otherwise available on request, and will be subject to the terms of this Agreement where applicable.

2. Term

The Agreement shall be for a period of 36 months commencing on the Effective Date ("Initial Term"). At least ninety (90) days prior to the end of the Initial Term, the Employer may provide to Shepell written notice of the Employer's intention to renew the Agreement for a period to be agreed upon by the parties ("Renewal Term"). This Agreement, as amended from time to time, will remain in force for as long as and to the extent Services are provided, notwithstanding any expiration of the Initial Term or a Renewal Term, unless it is replaced by another Agreement.

The Employer will be responsible for the payment of Fees for Services rendered and expenses properly incurred during the Initial Term and any Renewal Term.

3. Fees

The following Fees shall apply for the EFAP Services listed in Sections 1A and B:

Program

Program Effective Date	Population	Budgeted Utilization Rate (BUR)	Per Employee Per Month Cost (retainer)	Retainer Billing Frequency and Amount	Annual Cost
October 1, 2018	133	9%	\$3.42 PEPM	\$1,364.58 quarterly	\$5,458.32

The above Fees are based on a BUR of 9%. MSL reserves the right to increase its Fees should the Employer's actual Utilization during the Initial Term or any Renewal Term exceed the BUR by 2 percent. We mutually agree to work towards intended BUR.


4. Financial Provisions

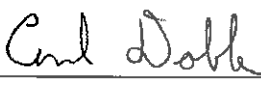
- A. **Population.** The Employer is responsible for informing MSL monthly of any changes to the Employer's Employee population. Population updates may be submitted either through an automated monthly population feed or in a monthly email sent to MSL by the Employer. Billings will be adjusted to account for population fluctuations from one month to another.
- B. **Credits.** Any Service credits issued by MSL shall be applied against Fees for the Services described in Section 1 of this Agreement and must be used during the Program Year, failing which they will be forfeited by the Employer.
- C. **Payment.** MSL will deliver to the Employer an electronic invoice setting out the Fees and any expenses for which payment is owed by the Employer. Payment shall be made by the Employer within thirty (30) days of the invoice date in accordance with its terms.
- D. **Currency.** All costs are quoted in Canadian Dollars (CAD).
- E. **Taxes.** The Fees listed do not include any applicable Federal, Provincial, State or Jurisdictional taxes or levies.
- F. **Cost adjustment.** MSL may adjust the Fees in section 3 at any time after the Initial Term on ninety (90) days prior written notice.
- G. **Expenses.** MSL reserves the right to charge the Employer for expenses incurred by MSL, including but not limited to transportation and accommodation costs. For any Trauma Response Services delivered, MSL also reserves the right to charge the Employer an hourly rate for travel. Expenses are not included in MSL's Fees and will be invoiced separately.

IN WITNESS WHEREOF, the Employer and MSL have each caused this Agreement to be signed and delivered by its duly authorized officers or representatives as of the Effective Date.

Township of Whitewater Region


Morneau Shepell Ltd.

Per: 
Name: Hal Johnson
Title: Mayor
Date: August 1, 2018

Per: 
Name: Carl Doble
Title: Senior Director, Account Management
Date: July 25, 2018

*I have the authority to bind the Employer.
I have read and understood the terms & conditions attached hereto.*

*I have the authority to bind MSL.
I have read and understood the terms & conditions attached hereto.*


ROBERT TREMBLAY
CMA / Clerk-Treasurer

Standard Terms and Conditions

The following terms and conditions shall form part of the Agreement:

1. Representations, Warranties and General Obligations.

- (a) **MSL.** MSL is a corporation incorporated under the laws of the province of Ontario, and has the necessary authority, power and capacity to enter into this Agreement and to perform its obligations hereunder.

MSL shall maintain comprehensive general liability insurance. Upon request, MSL shall furnish the Employer with a certificate of insurance evidencing such coverage.

- (b) **Employer.** Employer is duly formed under the laws of its jurisdiction and has the necessary authority, power and capacity to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly authorized, executed and delivered by the Employer and constitutes a legal, valid and binding obligation of the Employer.

Employer shall cooperate with MSL in the performance of the Services and shall be responsible for the timeliness, accuracy and completeness of all data and information it provides. MSL will not independently verify any information delivered to it by the Employer.

2. Confidentiality and Privacy.

MSL will treat as such all confidential information obtained from the Employer in the course of performing the Services and, except as provided in this paragraph, will not use or disclose such information except in connection with the performance of the Services. This restriction will not apply to any confidential information that MSL is required by law or professional standards to disclose; that is in or subsequently enters the public domain; that is now or subsequently becomes known to MSL without breach of any confidentiality obligation hereunder; or that is independently developed by MSL. MSL shall maintain compliance with all applicable laws relating to privacy, confidentiality, and the collection, storage, and dissemination of personal information in the delivery of the Services.

3. Intellectual Property Rights.

MSL retains all licenses and other rights, including intellectual property rights, in all materials, software, documentation, tools, know-how, techniques, processes and methodologies created or used by MSL in the performance of the Services ("Deliverables") that may be supplied to the Employer. MSL grants the Employer a non-exclusive, non-transferable, license to use the Deliverables for the purpose of receiving the Services and for the duration of this Agreement only. This Agreement shall not be construed as precluding or limiting in any way MSL's right to (i) provide similar or other services of any kind or nature to any person or entity or (ii) develop for MSL, or for others, anything that is competitive with the Deliverables or anything created or used by MSL to perform the Services.

4. Restriction on Use.

The Services and Deliverables are provided by MSL for the Employer's internal use and information only and may not be distributed, published, made available or relied upon by any other person, without MSL's express written permission.

5. Limit of Liability.

MSL's liability, if any, to any person, arising out of or in any way related to this Agreement or the performance of its duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed the equivalent of twelve (12) months fees paid by the Employer hereunder for the period prior to the event giving rise to the claim. No action, regardless of form, arising out of or relating to this Agreement may be brought against MSL more than one (1) year after the cause of action has accrued. In no event shall MSL have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

6. Independent Contractor.

It is understood and agreed that each of the parties is an independent contractor and that neither party is, nor shall be considered to be an agent, distributor, partner, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

7. Governing Law.

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

- 8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and the Services provided hereunder and supersedes all other oral or written representations, proposals, understandings or agreements relating to the subject matter thereof. This Agreement may only be amended in writing by the parties.

- 9. Notices.** Unless otherwise indicated, each notice to be given to a party under this Agreement must be given in writing and delivered personally or by courier, sent by mail, sent by prepaid registered mail, or transmitted by fax. Notices given to the Employer shall be sent to the address set out in this Agreement. Notice given to MSL shall be sent to:

800 Bay St., 7th Floor
Toronto, Ontario M5S 3A9
Attention: Contract Administration Department

OR

Scan a signed copy of the Agreement and email it to:
morneaushepellcontracts@morneaushepell.com

- 10. Severability.** In the event that any provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

- 11. Amendments.** No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement at the time of the amendment, supplement, restatement or termination.

- 12. Force Majeure.** A party shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to an act of God, fire or explosion, strike, lock-out, conditions of war, act of military authority, terrorist attacks, blackouts, rebellion or civil disobedience or other impediment beyond its control.

- 13. Survival.** Terms which by their nature survive expiration or non-renewal of this Agreement shall survive, including sections 2, 3, 4, 5, 6, 7, 8, 10, and 14.

- 14. Assignment.** This Agreement shall be binding upon both parties and their respective successors and permitted assigns. MSL is permitted to assign, transfer or delegate any of its rights or obligations to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant MSL practice, without the Employer's consent, in which case, such affiliate or successor in interest shall be bound by and entitled to the benefit of the terms of this Agreement.

- 15. Language.** The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

- 16. Counterparts and Transmission.** This Agreement may be transmitted by facsimile or such other similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as originals. Each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand. This Agreement may be executed by any party in one or more counterparts and when each party has executed at least one counterpart, each of such counterparts shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same agreement.

- 17. Affiliates.** Morneau Shepell Asset & Risk Management Ltd. ("MS ARM") is a wholly-owned subsidiary of Morneau Shepell Ltd. and is an Investment Fund Manager, Portfolio Manager and Exempt Market Dealer in certain Provinces. All services provided by MS ARM shall be provided under the appropriate investment management agreement or other applicable contract which shall outline the scope of services and fees being charged by MS ARM.

PROFESSIONAL SERVICES AGREEMENT FOR THE SHEPELL EMPLOYEE and FAMILY ASSISTANCE PROGRAM (EFAP)

SCHEDULE A: ADDITIONAL SERVICES

The following additional Services shall be provided pursuant to the Professional Services Agreement (the "Agreement") made as of October 1, 2018 ("Effective Date") between TOWNSHIP OF WHITEWATER REGION ("Employer"), located at 44 Main Street, Cobden, Ontario K0J 1K0 and Morneau Shepell Ltd. ("MSL"). For Services where pricing is not available, please contact your Account Manager.

SERVICE	PRICING	SELECTION
Echo <ul style="list-style-type: none"> A proactive support benefit. Echo Information Kits are delivered Just-In-Time, are proactive and are targeted to key life events. 		
Fitness Coach Connects <ul style="list-style-type: none"> An interactive program that incorporates best practices to help improve health through education, behaviour change and fitness. 		
Team Fitness Works <ul style="list-style-type: none"> A physical fitness program designed for organizations. This new program will help organizations to engage individuals through physical activity to improve their overall health, performance and productivity. 		
Wellness Challenges <ul style="list-style-type: none"> Individual or team based online Wellness Challenges across physical and mental health topics. 		
20/20 Health Insights (HRA) <ul style="list-style-type: none"> Designed to identify the physical, mental, financial, and workplace productivity and resilience health risks within a population, encourage at-risk individuals to take action to improve their total health and provide solutions to help individuals manage their risk over time. 		
HR Support Solutions <ul style="list-style-type: none"> Real-time HR professional advisory support by phone or email on various HR topics such as health and safety, compensation and performance management. Access to Comprehensive HR templates, including employment contracts, interview questions, policies, and more. 		
Workplace Referral Program <ul style="list-style-type: none"> Professional assessment and counselling to assist individuals with performance issues at work that may be related to an underlying emotional, psychological or substance abuse problem. The referral program may be used as a mandatory program for employees at or returning to work. 	\$165.00 per hour	✓
Depression Care™ <ul style="list-style-type: none"> Depression Care is designed to mitigate absenteeism costs related to Mental & Nervous Disorders, particularly depression. This service is available through a referral from a counsellor. 		
Structured Relapse Prevention <ul style="list-style-type: none"> The Structured Relapse Prevention Program provides support to individuals who have completed a treatment program for addiction-related issues and are looking to reintegrate into the workplace and prevent relapse. 		
Substance Abuse Program (SAP) <ul style="list-style-type: none"> The Substance Abuse Program (SAP) provides support to individuals with significant substance abuse/addiction issues including those working in safety-sensitive positions. 		
WorkAssist <ul style="list-style-type: none"> WorkAssist provides support to individuals who are off of work or at high risk to go off of work for a psychological or emotionally related illness, trauma or stress. 		
Trauma Assist Program <ul style="list-style-type: none"> Morneau Shepell's Trauma Assist Program is designed to help individuals affected by post-traumatic stress by providing confidential access to specialized care to treat and build resiliency through a network of services and resources. 		
Trauma Response Services <ul style="list-style-type: none"> MSL's trauma response service supports both management and employees affected by traumatic events. The Trauma Services department is available on a twenty-four (24) hour basis and uses a network of specially trained counsellors who are able to respond immediately. 	\$1,095.00 per four hour block	✓
Workplace Learning Solutions <ul style="list-style-type: none"> These seminars are available upon request to increase awareness about topics that have implications for an individual's personal, emotional and physical well-being. Additional fees may be applicable for sessions that are delivered outside regular business hours or with more than thirty (30) participants. 	Standard seminars: \$545.00 per one (1) hour seminar	✓
Contract Support Services The following services are not included in the scope of this engagement. However, we would be pleased to provide you with any of these services. Unless otherwise specified, additional services will be subject to the terms of this engagement letter and will be invoiced on a fee for service basis.		
Client Development Events		

SERVICE	PRICING	SELECTION
Custom Telephone Line		
Customization of promotional materials, collateral and/or content		
Customized Billing		
Non-Clinical Consultations		
Operations Change Request		
Customized Reporting		
Service Delivery Related Travel and Expenses		
Wellness Strategy Planning		