

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2020-20

Being a by-law to authorize the Mayor and
CAO/Clerk-Treasurer to sign a Service Agreement
Service Agreement between the District of Sault Ste.
Marie Social Services Administration Board
(DSSMSSAB) and the Corporation of the Township of
Prince (Service Provider)

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

THAT the Mayor and CAO/Clerk-Treasurer are
hereby authorized to execute and affix the Corporate
Seal to a Service Agreement between the District of
Sault Ste. Marie Social Services Administration Board
(DSSMSSAB) and the Corporation of the Township of
Prince (Service Provider) for the provision of EarlyON
services which Agreement is attached hereto as
Schedule "A"

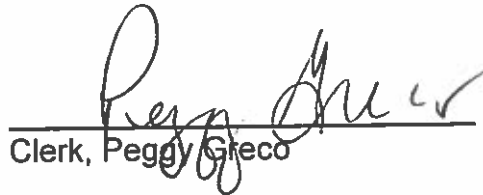
1. Schedule "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 12th day of May 2020.



Mayor, Ken Lamming



Clerk, Peggy Greco

**By-Law 2020-20
Schedule A**

This Agreement made in Duplicate

B E T W E E N:

**THE DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD**

hereinafter "DSSMSSAB"

-and-

The Corporation of the Township of Prince

hereinafter called "Service Provider"

WHEREAS pursuant to the *Child Care and Early Years Act, 2014, s.57(1)* **DSSMSSAB** has been designated as the service systems manager for the geographic service area of the District of Sault Ste. Marie as defined in *Ontario Regulation 278/98*;

AND WHEREAS **DSSMSSAB** wishes to engage the **Service Provider** to provide certain services within its service area all in accordance with the terms and conditions of this Agreement;

AND WHEREAS the **Service Provider** provides EarlyON services of a type which are eligible for funding under the Act and is prepared and qualified to provide such services;

AND WHEREAS the **DSSMSSAB** is prepared to contract for and fund such services on the terms and conditions of this Agreement;

NOW THEREFORE THE PARTIES hereto agree as follows:

Definitions

1. In this Agreement,

- (a) "Agreement" means the recitals, the Agreement and the Schedules attached hereto.
- (b) "DSSMSSAB" means the staff of the **DSSMSSAB** authorized to exercise the rights and perform the duties of the **DSSMSSAB** under this Agreement.
- (c) "**Service Provider**", for purposes of this Agreement means:
The Corporation of the Township of Prince

2. Service

- (a) The **Service Provider** agrees to provide services in accordance with the terms and conditions of this Agreement and attached Schedule(s) "A" and "B" and in accordance with the policies, guidelines and requirements of the **DSSMSSAB** and the Ministry of Education in effect from time to time during the term of this Agreement.
- (b) For greater certainty the provisions of the Agreement in no way relieve the **Service Provider** of its obligations and responsibilities under the *Child Care and Early Years Act, 2014* and regulations thereunder.

3. Term

This Agreement will be in force from January 1, 2020 to December 31, 2021 unless it is superseded or replaced by a subsequent Agreement or it is earlier terminated in accordance with Sections 17, 18, 19. In the event that the parties have not entered into an extension or new Agreement by the date of expiry of the Term, unless terminated in accordance with Section 17, 18, 19 this Agreement will remain in effect on a month by month basis.

4. Consideration

- (a) The **DSSMSSAB** will pay to the **Service Provider**, for allowable expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in Schedule A. The amounts, times and manner of such payments will be made in accordance with Schedule A.
- (b) The parties agree that an approved budget will be negotiated on or before the start of the applicable fiscal year while this Agreement is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this Agreement is terminated.
- (c) The **Service Provider** may transfer funds between the **DSSMSSAB** budget lines only with the prior written approval of the **DSSMSSAB**.
- (d) It is agreed and understood that the **DSSMSSAB** may withhold and/or recover payments in whole or in part if the **Service Provider** is in breach of its obligations under this Agreement.
- (e) If Service levels are not achieved as indicated in the attached Schedules and Program Operating Capacity, the **DSSMSSAB** in its discretion may assess an amount against the **Service Provider** reflective of the underachieved levels, which the **Service Provider** shall refund within 30 days. If the **Service Provider** fails to refund the assessment by its due date, the **DSSMSSAB** may reduce one or more subsequent payments to the **Service Provider** until reimbursed in full.

5. Representations, Warranties and Covenants of the Service Provider

The **Service Provider** represents, warrants and covenants to the **DSSMSSAB** (and acknowledges that the **DSSMSSAB** is relying thereon) that:

- (a) the **Service Provider** will deliver the mandatory core services as outlined in Schedule B of this Agreement.
- (b) this Agreement constitutes a valid and binding obligation of the **Service Provider** in accordance with the Terms of this Agreement;
- (c) the **Service Provider's** facilities are suitable for providing the services and programs under the Agreement and otherwise are and will remain in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (d) the **Service Provider** shall employ competent employees and volunteers of good character and shall maintain documentation of all staff qualifications as per policies and procedures;
- (e) the **Service Provider** warrants that it currently has and will maintain a board of directors of not less than 5 members throughout the term of this Agreement. A certificate confirming names of Board members must be submitted on an annual basis following each Annual General Meeting of the Corporation.

- (f) the **Service Provider** has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (g) the **Service Provider** shall notify the **DSSMSSAB** as soon as possible regarding any plans to change ownership;
- (h) the **Service Provider** shall notify the **DSSMSSAB** as soon as possible of any plans for closure of any program or site where services are provided; and
- (i) the execution and delivery of the Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action on the part of the **Service Provider**.

The **Service Provider** acknowledges that any breach of any of the above representations and warranties shall constitute default under the terms of this Agreement entitling the **DSSMSSAB**, in addition to any other remedy, to exercise its rights under Section 17 of this Agreement.

6. DSSMSSAB Access and Consultation

- (a) The **Service Provider** will permit the **DSSMSSAB** staff to enter at reasonable times any premises used by the **Service Provider** in connection with the provision of services pursuant to this Agreement and under its control in order to observe services and inspect all records relating to the services provided pursuant to this Agreement.
- (b) The **Service Provider** agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with **DSSMSSAB**.

7. Reports

- (a) The **Service Provider** will maintain service records respecting each site where service is being provided and prepare and submit quarterly or at such intervals as indicated in Schedule A, specific reports respecting the services being provided pursuant to this Agreement, acceptable to the **DSSMSSAB** which shall include program data such as statistics on target achievements and such other information as the **DSSMSSAB** requires.
- (b) In addition to an Annual Work Plan, the **Service Provider** will also prepare and submit to the **DSSMSSAB**, annually, or at any time upon reasonable request, comprehensive reports acceptable to the **DSSMSSAB** respecting the services being provided.

8. Financial Records and Reports

- (a) The **Service Provider** will maintain financial records and books of account respecting the services provided pursuant to this Agreement for each site where service is being provided and will allow the **DSSMSSAB** staff or such other persons appointed by the **DSSMSSAB** to inspect and audit such books and records at all reasonable times both during the Term of this Agreement and subsequent to its expiration or termination, including the right to reproduce any and all books and records related to this Agreement.
- (b) The **Service Provider** will, unless the **DSSMSSAB** indicates otherwise, submit to the **DSSMSSAB** an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within four (4) months of the **Service Provider's** financial year end.
- (c) The **Service Provider** will retain the records and books of account referred to in clause 8(a) for a period of seven (7) years.

- (d) The **Service Provider** will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as **DSSMSSAB** may require.
- (e) The **Service Provider** will adhere to any additional financial reporting requirement specified in the attached Schedules.
- (f) The **Service Provider** will comply with the **DSSMSSAB's** policies on the treatment of revenues and expenditures which will be issued from time to time
- (g) The **Service Provider** shall submit to the **DSSMSSAB**, all meeting minutes, including minutes of the Annual General Meeting, once approved.

9. Service Records

In the event the **Service Provider** ceases operation, it is agreed that the **Service Provider** will not dispose of any records provided for under this Agreement without the prior consent of the **DSSMSSAB**, which may be given subject to such conditions as the **DSSMSSAB** deems advisable.

10. Digital Sign In

The **Service Provider** will utilize the Digital Sign In system at each location for the collection of all data related to participation in programming. In addition the **Service Provider** will follow the guidelines with respect to appropriate implementation of the system.

11. Service Delivery Checklist

For each site operated by the **Service Provide**, a Service Delivery Checklist will be completed at the beginning of every year and if requested by the **DSSMSSAB**, at any other time deemed necessary. Failure to provide the information and/or comply with any requested confirmations may result in a suspension of funding.

12. Quality Assurance

- (a) The **Service Provider** shall deliver to each child participating in an Early Years program, including each child with Special Needs, high quality programming which meets the requirements of all applicable legislation and regulatory standards including without limitation, the College of Early Childhood Educators of Ontario Code of Ethics and Standards of Practice.
- (b) The **Service Provider** shall meet such standards with respect to programs, staffing and delivery of the Early Years Services as may from time to time be determined by the **DSSMSSAB**.
- (c) The **Service Provider** shall ensure staff regularly participate in initiatives established by the **DSSMSSAB** which are designed or intended to benefit the **Service Provider** including, without limitation, programs to assist in capacity building, programs to provide networking opportunities, programs that promote inclusion, leadership and other early years system planning initiatives, and will fully participate in the **DSSMSSAB** Quality Assurance Framework initiatives.
- (d) The **DSSMSSAB** expects that at a minimum, there will be full staff participation in one Professional Learning day per year, that is sponsored by the **DSSMSSAB** and, where the **Service Provider** will continue to receive funding.
- (e) The **Service Provider** shall provide such data as may be required by the **DSSMSSAB** to assess the **Service Provider's** level of participation in Quality initiatives and professional learning.

13. Confidentiality

The **Service Provider**, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than **DSSMSSAB** staff at any time during or following the Term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of funding without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. The **Service Provider** shall strictly comply with all applicable federal and/or provincial privacy legislation governing its operations. The **Service Provider** acknowledges and agrees that, except for purpose of performing its obligations under this Agreement, it shall not release or use any confidential information, except as required by law, unless the **DSSMSSAB** has specifically authorized such release or use.

14. Conflict of Interest

- (a) The **Service Provider**, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the **DSSMSSAB** or any other party where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the **DSSMSSAB**) with the provision of services pursuant to the Agreement or its relationship with the **DSSMSSAB**.
- (b) The **Service Provider** shall disclose to the **DSSMSSAB** without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- (c) A breach of this section by the **Service Provider** shall entitle the **DSSMSSAB** to terminate the Agreement, in addition to any other remedies that the **DSSMSSAB** has in the Agreement, in law or in equity.

15. Indemnification

The **Service Provider** will, both during and following the expiry or termination of this Agreement, indemnify and save harmless the **DSSMSSAB** and those for whom it is responsible in law from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the **Service Provider**, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the **Service Provider** pursuant to this Agreement.

The **Service Provider** undertakes and agrees to defend and indemnify the **DSSMSSAB** and hold harmless the **DSSMSSAB** and those for whom it is responsible in law, at the **Service Provider's** sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the **DSSMSSAB** and those for whom it is responsible in law may sustain or incur by reason of:

- a) any breach of this Agreement by the **Service Provider**, the **Service Provider's** employees, any subcontractor of the **Service Provider**, or persons for whom the **Service Provider** is at law responsible;
- b) any loss or misuse of funds held by the **Service Provider**, the **Service Provider's** employees, subcontractor of the **Service Provider**, or persons for whom the **Service Provider** is at law responsible, under this Agreement;
- c) the acts or omissions of the **Service Provider**, the **Service Provider's** employees, subcontractor of the **Service Provider**, or any person for whom the **Service Provider** is at law responsible in performing the services or

otherwise carrying on the **Service Provider's** business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;

- d) any claim or finding that the **Service Provider**, the **Service Provider's** employees, subcontractor of the **Service Provider**, or persons for whom the **Service Provider** is at law responsible are employees of, or are in any employment relationship with the **DSSMSSAB** or are entitled to any Employment Benefits of any kind; and,
- e) any liability on the part of the **DSSMSSAB**, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the **DSSMSSAB**, from the **Service Provider**, the **Service Provider's** employees or others for whom the **Service Provider** is at law responsible in connection with the performance of services or otherwise in connection with the **Service Provider's** business.

16. Insurance

The **Service Provider** represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance. The **Service Provider** will obtain and maintain in full force and effect during the Term of this Agreement, general liability insurance acceptable to the **DSSMSSAB** in an amount of not less than five million dollars (\$5,000,000) per occurrence in respect of the services provided pursuant to this Agreement. The **Service Provider** will submit to the **DSSMSSAB**, a certificate from their insurer naming the **DSSMSSAB** as additional insured or upon the request of the **DSSMSSAB** provide a copy of any insurance policy.

The insurance policy shall,

- (a) include as an additional insured **The District of Sault Ste. Marie Social Services Administration Board** in respect of and during the provision of services by the **Service Provider** pursuant to this Agreement; and
- (b) contain errors and omissions professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than five million (\$5,000,000) dollars and to continue for twelve (12) months following the expiry or earlier termination of the Agreement,
- (c) contain a cross-liability clause endorsement, and
- (d) contain a 30 day written notice of cancellation

17. Notice of Default – Suspension or Termination for Cause

- (a) In the event that the **Service Provider** fails to observe or comply with any of the Terms of the Agreement, in whole or in part, or is in breach of any representation, warranty or covenant under Section 5 hereof, the **DSSMSSAB**, in addition to any other remedies that it may have, shall be entitled to serve a written notice of default on the **Service Provider** at its address for service specifying the nature of the default.
- (b) If the default is deemed, in the sole discretion of the **DSSMSSAB**, to constitute grounds for immediate suspension or termination of this Agreement then the notice of default shall include notice of such suspension or termination and such suspension or termination shall be effective on the date of delivery of notice of default. The decision to either suspend or terminate for any default shall be in the sole discretion of the **DSSMSSAB**.

- (c) If the **DSSMSSAB**, in its sole discretion, deems a default by the **Service Provider** to be capable of being remedied without immediate suspension or termination of the Agreement, then the notice of default shall stipulate the date not less than 10 days from the date of notice by which such default shall be cured, failing which the Agreement may be suspended or terminated. In the event that the **Service Provider** fails to remedy such default within the time stipulated in the notice, the **DSSMSSAB** shall be entitled to suspend or terminate the Agreement.

18. Termination Where No Appropriation

If the **DSSMSSAB** does not receive the necessary appropriation from the Province, the **DSSMSSAB** may terminate the Agreement immediately without liability, penalty, or costs by giving written notice to the **Service Provider**.

If the **DSSMSSAB** terminates the Agreement under this section, it may, in its discretion, take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the **Service Provider** the payment of any Funds remaining in the possession or under the control of the **Service Provider**; and
- (c) determine the reasonable costs for the **Service Provider** to wind down the Program and permit the **Service Provider** to offset such costs against the amount owing.

19. Termination without Cause

Either party may terminate this Agreement upon giving at least 30 days' notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provision of all other services remaining to be provided under this Agreement shall continue in full force and effect.

20. Consequences of Termination

- (a) Upon termination of this Agreement, whether pursuant to Section 17, Section 18 or Section 19, a full accounting of all funds received by the **Service Provider** up to the date of termination shall take place. The **Service Provider** agrees to grant the **DSSMSSAB** and its authorised agents access to its premises and all business records as may be reasonably required to conduct such accounting. If the accounting determines that the **Service Provider** has been overpaid it shall reimburse any overpayment of funds to the **DSSMSSAB** within thirty (30) days of receipt of the accounting.
- (b) Upon termination the **Service Provider** shall forthwith deliver to the **DSSMSSAB** or to whom it directs, all records in any media, all property, software, materials, signage and equipment owned by the **DSSMSSAB** or its agents and it shall co-operate in the orderly transfer of operations.
- (c) Notwithstanding the termination of this Agreement or any extension thereof the provisions of Sections 7, 8, 9, 13, 14, 15, 20, and 26 shall continue to be binding upon the parties.

21. Compliance with Laws

The **Service Provider** agrees that the **Service Provider** and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement, including but not limited to the *Human Rights Code* R.S.O. 1990 c. H.19 (as amended).

22. Freedom of Information

Any information collected by the **DSSMSSAB** pursuant to this Agreement is subject to the rights and safeguards provided for in the "*Municipal Freedom of Information and Protection of Privacy Act*" R.S.O. 1990, Chapter M.56 as amended.

23. Use of Funds

The **Service Provider** shall use the funds provided by the **DSSMSSAB** pursuant to this Agreement only for the specific purpose for which the funds are provided.

24. Debt Due and Payments

If at any time the **DSSMSSAB** provides Funds in excess of the amount to which the **Service Provider** is entitled under the Agreement, the **DSSMSSAB** may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the **Service Provider** pay an amount equal to the excess Funds to the **DSSMSSAB**.

25. Operating Grants

If the **Service Provider** is eligible to receive additional funding for child and family programs, the **Service Provider** agrees to comply with all of the conditions and requirements set out in both the Ministry of Education Guidelines and Procedures and the **DSSMSSAB** policies.

26. Disposition of Equipment

The **Service Provider** will not sell, change the use or otherwise dispose of furnishings or equipment purchased with the **DSSMSSAB** funds pursuant to this Agreement (the "funded assets") without the prior written consent of the **DSSMSSAB**, which may be given on a case by case basis subject to such conditions as the **DSSMSSAB** deems advisable, the **DSSMSSAB** reserves the right to require the return of funded assets in the event of suspension, expiry or other termination of this Agreement.

27. Amendments

This Agreement may be amended by written addendum or by substitution of the Schedules, duly signed by the parties to this Agreement.

28. Status of Service Provider

The **Service Provider** acknowledges and agrees that this Agreement is in no way deemed or construed to be a partnership agreement or contract of employment. Specifically, the parties agree that it is not intended by this Agreement that the **Service Provider** or its employees are to be employees of the **DSSMSSAB** for any purpose including but not limited to: *The Employment Standards Act, 2000*, *The Income Tax Act R.S.C. 1885 c.1(1st Supp)*; *the Canada Pension Plan Act, R.S.C. 1985, c. C-8*; *the Employment Insurance Act, S.O. 1996, c.23*; *The Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A")*; *The Occupational Health and Safety Act, R.S.O. 1990, c.0.1.*; *The Pay Equity Act, R.S.O. 1990, c.P.7*; or *The Health Insurance Act, R.S.O. 1990, c.H.6* (collectively the "Acts"); all as amended from time to time, and any legislation in substitution thereof.

The **Service Provider** shall at all times be an independent contractor engaged as such under this Agreement. The **Service Provider** acknowledges that it is the sole and exclusive responsibility of the **Service Provider** to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required thereunder.

29. Parties Independent.

The **Service Provider** is not an agent, joint venturer, partner, or employee of the **DSSMSSAB**, and the **Service Provider** will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The **Service Provider** shall have no authority to bind the **DSSMSSAB** to any contract or obligation of any kind.

30. Non-Assignment

The **Service Provider** will not assign this Agreement, or any part thereof, without the prior written approval of the **DSSMSSAB**, which approval may be withheld by the **DSSMSSAB** in its sole discretion or given subject to such conditions as the **DSSMSSAB** may impose. For the purpose of this Section, assignment, in the case of an incorporated **Service Provider**, shall be deemed to include any transfer of a controlling interest in the corporation.

31. Schedules / Entire Agreement

All the Terms of the Schedules are incorporated into this Agreement except where they are inconsistent with this Agreement. This Agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.

32. Recognition and Awareness of Public Support

The **Service Provider** shall acknowledge the **DSSMSSAB's** contribution of funding with respect to the provision of services under the Agreement. The **Service Provider** shall post on its premises any signage provided by the **DSSMSSAB** with respect to the program. The **DSSMSSAB** reserves the right to waive this requirement.

33. Notice

Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the **DSSMSSAB** and the **Service Provider** respectively as either Party later designates to the other by Notice.

- (a) Notice shall be deemed to have been sufficiently given to the other party if given in writing and delivered by personal delivery or postage-prepaid registered mail.
- (b) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (c) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

- (d) Each party shall provide to the other written notice of any change in address, telephone or facsimile number, the proof of which lies upon the party making the change.

To the DSSMSSAB

District of Sault Ste. Marie Social Services Administration Board

Address: 180 Brock Street, 2nd Floor
Sault Ste. Marie, ON P6A 3B7

Attention: Carla Fairbrother, Director
Early Years Services

To the Service Provider

The Corporation of the Township of Prince

Address: 3042 Second Line, West
Prince Township, ON P6A 6K4

Attention: Peggy Greco, CAO/Clerk-Treasurer

34. Non-Performance

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

35. Consent by DSSMSSAB and Compliance of Service Provider

When **DSSMSSAB** provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the **Service Provider** will comply with such terms and conditions.

36. Severability of Provisions

The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

37. Governing Law

The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

38. Succession

This Agreement shall be binding upon and endure to the benefit of both the **Service Provider**, its successors and assigns as provided in the Agreement and the **DSSMSSAB**, its successors and assigns.

IN WITNESS WHEREOF this Agreement has been signed by authorized DSSMSSAB officials on behalf of the DSSMSSAB and the SERVICE PROVIDER by its proper signing officers.

FOR THE DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD

Luke Dufour
Chairperson


Signature

Oct 7, 2020
Date

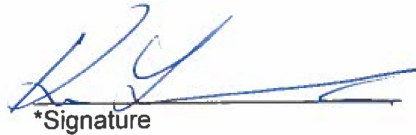
Mike Nadeau
CAO


Signature

Aug 26/20.
Date

FOR THE SERVICE PROVIDER

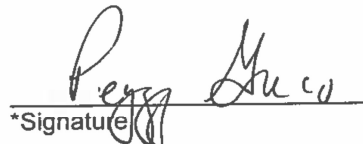
Ken Lamming
Name


*Signature

Mayor
Title

May 13, 2020
Date

Peggy Breco
Name


*Signature

Clerk
Title

May 12, 2020
Date

*I have authority to bind the Corporation

SCHEDULE "A"
Funding Allocation and Reporting Requirements

SERVICE LOCATION Site / Address	Type	Sept. to June	Summer Hours July – Aug.	Parent ing	Annual Funding
Prince Township Community Centre 3042 Second Line, West Prince Township, ON P6A 6K4	Main Site	1000	150	150	\$131,040.00
H.M. Robbins Public School 83 East Balfour Street Sault Ste. Marie, ON P6C 1X4	Main Site	925	125	10	\$131,040.00
Mountain View Public School Mahler Road Goulais River, ON P0S 1E0	Out Reach	700	48	100	\$63,252.00
Social Housing Community Hub 710 Second Line, West Sault Ste. Marie, ON P6C 2K8	Out Reach	300	40	n/a	\$31,626.00
TOTAL					\$356,958.00

Submission Required	Due Date
Budget and Work Plan (including RECE Exemption Progress Update)	Each November for following year
RECE Exemption Requests	When unqualified staff are hired
Calendar of Events and Documented Hours of Operation	Monthly
Insurance Certificate, confirming liability as per contract and naming DSSMSSAB as additional insured	Annually upon renewal
Audited Financial Statement Letter of Finding	Four months after year end <u>or</u> letter from auditor stating Service Provider has submitted all required documents and completed audit is pending
Board of Directors: -Names and contact information -List of Signing Officers	Annually or upon changes
Motion from Board of Directors indicating support and participation in Quality Assurance program	Submitted after the first scheduled Board meeting once Service Agreement is endorsed

Reports (Service Provider to maintain and submit if requested):

- a) service records for each service and program provided by the Service Provider as part of this Agreement;

- b) up to date financial records and books of account respecting all funds received by the Service Provider from the DSSMSSAB as part of this Agreement and maintained in accordance with generally accepted accounting principles;
- c) financial statements and reconciliation reports with respect to the services and programs provided as part of this agreement;
- d) an audited financial statement four months after year end that include Statement of Revenue and Expenditure Schedule for each program; and
- e) any other report that the Ministry or the DSSMSSAB may reasonably request.

The Service Provider shall ensure that all reports referred to above are in such form and contain such content as are reasonably required by the DSSMSSAB.

In addition to signing the attached Purchase of Service Agreement, the following documentation must be provided from the EarlyON Child and Family Centre Service Provider to the DSSMSSAB.

- Incorporation Documents (letters patent)
- Administration Structure
- Organization By-laws

Initially and thereafter when changes occur, Service Provider must provide the following policies and procedures:

- Vulnerable Sector Check
- Emergency Plans
- First Aid
- Anaphylaxis Protocol
- Sanitation and maintenance
- Workplace health and safety relating to staff
- Complaints and resolutions processes
- Reporting of serious incidents (if any) and processes for determining appropriate response is required

SCHEDULE 'B'

EARLYON SERVICE DESCRIPTION OVERVIEW

Service Overview

Funding for EarlyON services will be negotiated with Service Providers who demonstrate a commitment to provide high quality, developmentally appropriate, inclusive, evidence based programming that reflects the mandatory core services for Child and Family Centres to children and families in the District of Sault Ste. Marie and compliance with DSSMSSAB policies.

Service Experience and Philosophy

To achieve the intended goals and outcomes of EarlyON Child and Family Centres, the Ministry has identified a suite of mandatory core services that must be available to children and families across the province. The DSSMSSAB is required to manage the local delivery of these core services. EarlyON Child and Family Centre providers are responsible for providing the mandatory core services to children and families in the DSSMSSAB service area as part of their service agreement with the DSSMSSAB.

Framework for EarlyON Child and Family Centres

Mandatory core services must be provided at no fee to participants. Mandatory core services that service providers must offer include the following:

Supporting Early Learning and Development

EarlyON Child and Family Centres must offer drop-in programs and other programs and services that build responsive adult-child relationships, encourage children's exploration, and promote play and inquiry, based on the pedagogy in HDLH.

Early learning and development programs are most effective when the content of learning is foregrounded in relationships and focused on supporting the development of strategies, dispositions, and skills for lifelong learning through play and inquiry.

Engaging Parents and Caregivers

EarlyON Child and Family Centres must actively work to develop programs that cultivate authentic, caring relationships and connections that create a sense of belonging. This means that wherever possible, engagement with parents and caregivers should occur with children present. Engaging with parents and caregivers also includes:

- Inviting conversations and information sharing about child development, parenting, nutrition, play and inquiry-based learning, and other topics that support their role.
- Providing targeted outreach opportunities that are responsive to community needs. This includes connecting with parents and caregivers who could benefit from EarlyON Child and Family Centre programs and services but are not currently accessing services for a variety of reasons.
- Collaborate with other support programs to enhance parent and caregiver well-being, enrich adult-child relationships, and to support parents and caregivers in their role(s).

As noted above, parent and caregiver engagement may take place in a variety of formats depending on the needs of the community. Engagement may include group discussions, informal one on one engagement, printed and electronic resources or other engagement opportunities as appropriate.

Making Connections for Families

EarlyON Child and Family Centres must continuously look for opportunities to facilitate stronger relationships within their local community and assist parents and caregivers in accessing services and supports that respond to a family's unique needs. This includes:

- Ensuring EarlyON Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for seamless transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
- Responding to a parent/caregiver concern about their child's development through conversations and observations. In some cases, staff may direct parents/caregivers to seek additional supports from primary care or other regulated health professionals.
- Sharing information and facilitating connections with specialized community services (such as children's rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
- Providing information about programs and services available for the whole family beyond the early years.

Service Description

- a) EarlyON Centres will work in partnership with other community service providers to build capacity and maximize the use of resources.**

More specifically EarlyON Centres will:

- plan and implement specific activities individually and with community partners, and will provide opportunities for hosting other service providers to showcase their services;
- visit, become familiar with and support other provider organizations in utilizing EarlyON spaces where parents may feel most comfortable;
- participate in collaborative community activities such as events and forums;
- utilize a variety of communication tools and various media platforms;
- explore partnerships with the private sector;
- work on collaborative initiatives and activities with the social housing hubs;
- ensure sites have the ideal environment for partnering activities;
- participate in community planning committees to help ensure resources are used effectively to streamline and reduce duplications, and to work together on planning and program development; and
- support integrated planning at the neighbourhood and community level, utilizing information captured through a variety of means, including the Digital Sign In system and analysis of Early Years data across partners.

- b) EarlyON Centres will support an effective marketing strategy to improve public knowledge about the services.**

EarlyON Centres will work with Social Services (DSSMSSAB) to implement a strong marketing strategy in collaboration with community partners, program staff and within the Ministry of Education's new policy framework. The strategy will use simple language, include easily accessible online information about programming, and use a variety of platforms to promote services.

Marketing opportunities will be used to provide public education about the importance of the Early Years and the important role of parents in early learning and healthy child development.

c) EarlyON Centres will engage the full range of potential service users by implementing a variety of outreach activities.

EarlyON Centres staff will:

- work as ambassadors for the service and assume the role of system navigators for families;
- engage in active outreach across the community when needed (e.g. knocking on doors, visits to social housing projects);
- partner with schools to distribute programming information;
- partner with Social Services (DSSMSSAB) to distribute information to parents;
- distribute information using social media (Facebook, Twitter) and reach out to parents, families and caregivers through a variety of means; and
- draw people in by promoting free activities including meals, and use those opportunities to provide information about programming.

d) EarlyON Centres will improve the accessibility of programs and services.

EarlyON Centres will be responsive to individuals, families and community partners, supporting the community's "No wrong Door" approach, engaging new families while always tailoring services to meet unique community and neighborhood needs.

EarlyON Centres will explore various options to ensure services are easily accessible, including at a number of existing community locations such as malls, through the establishment of a mobile service, and/or busing families to site locations.

EarlyON Centres will build on and develop partnerships for service provision such as exploring potential opportunities for ECE students, working with midwives or working with Public Health programs/services such as Healthy Babies Healthy Children and You and Your Baby sessions.

EarlyON Centres will provide expanded evening and weekend hours, including Saturday and Sunday afternoons in partnership with other Providers and based on the identified needs of neighbourhoods and the whole community.

All sites will be accessible for people with disabilities and will have simple and easily recognizable signage.

e) EarlyON Centres will support diversity, including programs and services for Indigenous children and their families.

Services will be tailored to include supports for children with unique needs or programming for specific populations. EarlyON Centres will work with Social Services (DSSMSSAB) and the community to provide culturally appropriate programming to support Indigenous participants and actively engage Indigenous families about their wants and needs. They will offer programming that celebrates Indigenous culture, and provide relevant outreach work, e.g. bringing programming to existing Indigenous community Centres, encouraging existing service users to bring in friends and family, and planning outreach activities with community partners.

Francophone children and families will have access to French Language programs and gain new knowledge about language and identity acquisition.

Service Delivery

The District of Sault Ste. Marie Social Services Administration Board and the Service Provider will maintain open communication and work together to provide families with children aged 0-6 in the Sault Ste. Marie Service Area, regardless of socio-economic

background, culture, or language, access to high quality and inclusive EarlyON services that will ensure children are given a healthy start in life.

The delivery of core services will be guided by the Service Overview. The DSSMSSAB is accountable to the Ministry of Education for the purchase of services that are being delivered by the Service Provider. The following responsibilities are in addition to those outlined in the attached legal agreement.

The DSSMSSAB Agrees to:

- a) provide EarlyON Child and Family program funding in accordance with the attached schedules;
- b) provide up to two Professional Development opportunities to Early Childhood Educators and/or not-for-profit Boards of Directors in the Community in partnership with the Community Quality Assurance Committee; and
- c) provide a system wide Quality Assurance Program in partnership with the Quality Assurance committee members and support Service Providers as they identify opportunities to enhance the quality of their programs.

The Service Provider Agrees to:

- a) Establish a program statement that is consistent with the Minister's Policy statement on programming and pedagogy and is sensitive to the social, linguistic and cultural diversity of each local program. This will ensure that staff and volunteers have a shared understanding of the goals that guide the EarlyON programs at each site.
- b) Utilize the Digital Sign-In data system and work with the Data Analysis Coordinator and/or representatives to ensure accurate, timely and complete data collection and submission of data.
- c) Deliver services in accordance with the full Service Agreement and the Strategic Plan for the delivery of Early Years services in Sault Ste. Marie.
- d) Work in partnership with the DSSMSSAB, to submit any Ministry status updates on how the EarlyON program is meeting programming goals.
- e) Participate on the local Sault Ste. Marie/Algoma Child and Family Network, the local Early Years Service System Management Table and the EarlyON program development committee. Participation on other committees may from time to time be recommended by DSSMSSAB.
- f) Staff programs with individuals with the appropriate range of skills and abilities necessary to respond effectively and meaningfully to the needs of adults and children alike and ensure that core services related to supporting early learning and development at every EarlyON Child and Family Centre are overseen by an RECE. Where recruitment of a RECE has not been possible, an exemption may be granted as determined by DSSMSSAB.
- g) Submit an Annual Work Plan by the specified date requested by DSSMSSAB.
- h) Work positively and collaborate with local Special Needs Resourcing Organization(s) and/or Service Providers; understand that services received are based on discussion of a child's identified needs. There is an expectation that the Service Provider will work with the identified Special Needs Resourcing organization to determine the way that program staff will be mentored to address the needs of the child. This can include periodic training, working with a Special Needs Resourcing Assistant for a specified and/or limited period of time, or implementing recommended changes to the environment or curriculum. Special Needs Resourcing funds are limited and used at the discretion of the Special Needs Resourcing organization and/or the DSSMSSAB.

- i) Work positively and collaboratively with the DSSMSSAB Cultural Resource Coordinator to improve organizational capacity to provide inclusive and responsive services to Indigenous children and families.
- j) Ensure, each year, staff participate in a minimum of two professional development opportunities including the annual Professional Development Day offered by the DSSMSSAB and the Quality Assurance committee.
- k) Ensure that Supervisory staff have regular opportunities to enhance their leadership skills through professional development and access available Early Years provider networking sessions including those that support participation in community of practice forums occurring throughout the year.
- l) Work positively and collaboratively with partner Indigenous organizations to improve organizational capacity to provide inclusive and responsive services to Indigenous children and families.

Service Evaluation

The District of Sault Ste. Marie Social Services Administration Board will evaluate the services provided by the Service Provider under each of the following categories:

- (a) data collection related to participation in services offered;
- (b) effective participation in community planning tables and activities;
- (c) number of unqualified staff who are actively upgrading their credentials;
- (d) timely, complete and accurate submissions of data and annual reporting requirements;
- (e) participation in and quality of participation in the Quality Assurance Framework, Program Development and Professional Development; and
- (f) adherence to all DSSMSSAB policies and procedures including Serious Occurrence reporting and Criminal Reference Checks in accordance with legislation.