

**CORPORATION OF THE TOWNSHIP OF PRINCE
BY-LAW NO. 2022-05**

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 Early ON
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 April 2022


Mayor Ken Lamming


per Acting Clerk, Craig Davidson



This Agreement made the 1st day of **JANUARY 2022**:

EarlyON Services

EY-22-012

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

Hereinafter called "DSSMSSAB"

And

CORPORATION OF THE TOWNSHIP OF PRINCE

Hereinafter called the "Service Provider"

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

WHEREAS it is the responsibility of the DSSMSSAB, the District of Sault Ste. Marie Social Services Administration Board to deliver various social services and programs for the benefit of eligible participants residing in the area of jurisdiction: City of Sault Ste. Marie, Prince Township and area known as Sault North Planning Board;

AND WHEREAS the Service Provider has the ability to deliver certain social services and programs (the "Designated Program") in a timely and efficient manner;

NOW therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents and any amendments thereto, constitute the entire agreement between the Service Provider and the DSSMSSAB with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter.

- a. General Conditions of the Contract
- b. Schedule 'A'
- c. Schedule 'B'

2. DEFINITIONS

Agreement: means the contract between the DSSMSSAB and the Service Provider with respect to the Services contemplated within this document.

Board: means the eight locally elected political representatives on the DSSMSSAB. The Board consists of five representatives from Sault Ste. Marie, one representative from Prince Township and two representatives from the Sault North Planning Board Area.

DSSMSSAB: means District of Sault Ste. Marie Social Services Administration Board.

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

Services: means all services and deliverables to be provided by a Service Provider as described in this document.

Service Provider: means the Successful Proponent(s) with whom the DSSMSSAB enters into an Agreement.

Site Authority: means the DSSMSSAB designate specified with authority pertaining to the provision of Services.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 Effective Date and Duration

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

3.2 Termination for Convenience

The DSSMSSAB may terminate any issuing Agreement at any time subject to **30** days written notice to the Service Provider. The DSSMSSAB shall provide appropriate compensation to the Service Provider proportionate to the Services satisfactorily performed by the Service Provider prior to the termination date.

3.3 Reduction or Termination of Initiative

If the initiative named in this Agreement is cancelled, the DSSMSSAB may, upon not less than thirty (30) days notice, reduce the funding under this Agreement or terminate the Agreement.

3.4 Termination

Termination for Default

1. The following constitutes Event of Default:

- a) The Service Provider becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Service Provider;
- b) The Service Provider ceases to operate;

- c) The Service Provider is in breach of the performance of, or compliance with, any provision of this Agreement;
 - d) The Service Provider, in support of its application for the DSSMSSAB contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to the DSSMSSAB or in the opinion of the DSSMSSAB there is a material adverse change in the risk in the Service Provider's ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.
2. If
- a) An Event of Default specified in paragraph 3.4.1 occurs; or
 - b) An Event of Default specified in paragraphs 3.4.1 occurs and has not been remedied within thirty (30) days of receipt by the Service Provider of written notice of default, or a plan satisfactory to the DSSMSSAB to remedy such Event of Default has not been put into place within such time period,

the DSSMSSAB may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, the DSSMSSAB shall have no obligation to make any further contribution to the Service Provider.

- 3. In the event the DSSMSSAB gives the Service Provider written notice of default pursuant to paragraph 3.4 2b), the DSSMSSAB may suspend any further payment under this agreement until the end of the period given the Service Provider to remedy the event of Default.
- 4. The fact that the DSSMSSAB refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the DSSMSSAB shall not prevent the DSSMSSAB in any way from later exercising any other right or remedy under this Agreement or other applicable law.

3.5 Compliance with Laws and Licensing

The Service Provider will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

3.6 Health and Safety

The Service Provider shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Service Provider acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the Service Provider shall take every precaution reasonable under the circumstances for the protection of a worker.

The Service Provider acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for these Services.

The Service Provider shall provide all required safety and personal protective equipment as required under the Occupational Health and Safety Act or the Safety Policies of the Proponent.

The Service Provider releases and discharges the DSSMSSAB from any claim or demand for any action taken by the DSSMSSAB to exercise its duties of due diligence under the Occupational Health and Safety Act.

The Service Provider shall carry Workers Safety and Insurance Board coverage for its employees and any necessary liability insurance coverage. The Service Provider will be responsible for presenting a WSIB Certificate of Clearance upon award of any contract.

3.7 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible have received training and comply with the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, as amended.

For further information visit:

<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx>

The DSSMSSAB reserves the right to require the Service Provider to demonstrate that its training policies meet these requirements.

3.8 Disposition of Capital Assets

1. During the Designated Program period, the Service Provider shall preserve any capital asset purchased by the Service Provider with funding provided under this Agreement and shall not dispose of it unless the DSSMSSAB authorizes its disposition.
2. At the end of the Designated Project Period, or upon termination of this Agreement, if earlier, the DSSMSSAB reserves the right to direct the Service Provider to dispose of any capital asset purchased by the Service Provider with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset the DSSMSSAB's contribution to the eligible expenditures;
 - b) Turning it over to another organization or to an individual designated or approved by the DSSMSSAB; or
 - c) Disposing of it in such other manner as may be determined by the DSSMSSAB.

3.9 DSSMSSAB and Consultation

The Service Provider agrees that the staff providing services pursuant to this agreement will upon reasonable request, be available for consultation with the DSSMSSAB's staff.

3.10 Financial Records and Reporting

1. The Service Provider will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this agreement and will allow the DSSMSSAB's 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.

2. The Service Provider will upon request submit to the DSSMSSAB an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within five (5) months of the Service Provider's financial year-end.
3. The Service Provider will retain the records and books of account referred to in clause 3.9 for a period of seven (7) years.
4. The Service Provider will retain all relevant documentation supplied by and/or to applicants to support funding decisions and allocations.

3.11 Service Records

In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services 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.

3.12 Notices

Any notices to be given and all reports, information, correspondence, and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule 'A'. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

Notices, reports, information, correspondence, and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

3.13 Insurance

The Service Provider shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of Services, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the service. A minimum of five (5) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within thirty (30) days of the signing of this agreement.

The Board then reserves the right to determine the amount of coverage required in consultation with the Service Provider on a case by case base.

3.14 Indemnification

The Service Provider shall indemnify and hold harmless the DSSMSSAB and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Service Provider's performance of the Services.

3.15 Confidentiality

The Service Provider shall treat as confidential all information of any kind which comes to the attention of the Service Provider in the course of carrying out the Services and shall not

disseminate such information for any reason without the express written permission of the DSSMSSAB.

3.16 Relationship Between the Parties and Non-Liability of DSSMSSAB

The management and supervision of the designated program are the sole and absolute responsibility of the Service Provider. The Service Provider is not in any way authorized to make a promise, agreement or contract on behalf of the DSSMSSAB. This Agreement is a service agreement only for the services outlined in this agreement and not a contract for employment. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Service Provider shall not represent itself as an agent, employee or partner of the DSSMSSAB.

3.17 Ownership and Confidentiality of the DSSMSSAB Provided Data

All correspondence, documentation and information provided by the DSSMSSAB staff to the Service Provider connection with, or arising out of the Services or the acceptance of this contract:

- a) is and shall remain the property of the DSSMSSAB;
- b) must be treated by the Service Provider as confidential; and
- c) must not be used for any purpose other than for fulfillment of any related services under this agreement.

3.18 Freedom of Information

Any information collected by the Agent on behalf of 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.

3.19 Conflict of Interest

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 where such activity or the provision of such services creates a conflict of interest (actually or potentially) in the sole opinion of the DSSMSSAB and the Service Provider with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the DSSMSSAB relevant to the services where the DSSMSSAB has not specifically authorized such use.

3.20 Assignment of Agreement

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.

3.21 Amendment

This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be writing and signed by the parties.

3.22 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties

agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

3.23 Method of Payment

The DSSMSSAB and Services Provider agree to adhere to the payment schedule outlined in Schedule 'A'.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

By: _____ Date: _____

Name: Mike Nadeau

Title: CEO

By: _____ Date: _____

Name: Luke Dufour

Title: Board Chair

I have the authority to bind the District of Sault Ste. Marie Social Services Administration Board

CORPORATION OF THE TOWNSHIP OF PRINCE

By: Peggy O'Leary Date: April 12, 2022

Name: ~~Mary Lynn Dugan~~ Interim Administrator

Title: CAO

By: [Signature] Date: Apr. 12, 2022

Name: Ken Lamming

Title: Mayor

I have the authority to bind the Corporation

SCHEDULE 'A'

DSSMSSAB

ADDRESS: Elgin Tower, 390 Bay Street, Suite 405
PO Box 277 Sault Ste. Marie ON P6A 5L8

CONTACT PERSON: **Carla Fairbrother**

PHONE: 705-541-7318

FAX: 705-759-5212

EMAIL: c.fairbrother@socialservices-ssmd.ca

SERVICE PROVIDER

NAME: **Corporation of the Township of Prince**

ADDRESS: 3042 Second Line, West RR#6 Prince Township, ON P6A 6K4

CONTACT PERSON: **Mary Lynn Duguay, CAO**

PHONE: 705-779-2992

EMAIL: clerk@twp.prince.on.ca

1. DESIGNATED TERM OF AGREEMENT

The term of this agreement will commence on January 1, 2022 – December 31, 2023

2. PAYMENT FOR SERVICES

The DSSMSSAB agrees to issue payment of up to a total of **\$356,958.00** in the 2022 year, cash flowed through monthly payments and expended within the parametres of this contract and accompanying schedules.

SCHEDULE 'B'

SCOPE OF SERVICES

SCHEDULE "B-1"
FUNDING AND AGREEMENT SUMMARY

SERVICE LOCATION Site / Address	Type	Sept. to June	Summer Hours July – Aug.	Parenti ng	Annual Funding
Prince Township Community Centre 3042 Second Line, West Prince Township, ON P6A 6K4	Main Site	1260	200	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	252	16/week	n/a	\$31,626.00
TOTAL					\$356,958.00

Submission Required	Due Date
Budget & Work Plan (include RECE Exemption Progress Update)	Each November for following year
Annual Report	Each January for previous 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: Name 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

DATA ELEMENTS AND PROJECTED TARGETS

The Service Provider will submit (for each location) the following Service Data Targets for 2022 by March 31st and by December 31, 2022 for the 2023 year.

- Number of **Children Served** through an **in-person** program
- Number of **Children Served** through a **virtual** program

- Number of **Visits Made by Children** to an **in-person** program
- Number of **Visits Made by Children** to a **virtual** program

- Number of **Parents/Caregivers Served** through an **in-person** program
- Number of **Parents/Caregivers Served** through a **virtual** program

- Number of **Visits Made by Parents/Caregivers** to an **in-person** program
- Number of **Visits Made by Parents/Caregivers** to a **virtual** program

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) 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.

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 serious incidents and processes for determining appropriate, if any, response is required

SCHEDULE "B-2"

SERVICE NAME: Additional Conditions and Requirements

1. Definitions

In this Agreement,

- a) "Agreement" means the recitals, the Agreement and all 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.

2. Service

- a) The Service Provider agrees to provide services in accordance with the terms and conditions of this Agreement and attached Schedule(s) and in accordance with the policies, guidelines and requirements of the DSSMSSAB and the Ministry of Education in effect 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. Consideration

- a) The DSSMSSAB will pay to the Service Provider, for allowable expenditures incurred pursuant to this Agreement, an amount not to exceed that which is stipulated in Schedule "B-1". The time and manner of such payments is stipulated within this Schedule.
- b) The Service Provider may transfer funds between the DSSMSSAB budget lines only with the prior written approval of the DSSMSSAB.
- c) If Service levels are not achieved as indicated in the attached Schedules, 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.

4. 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 services as outlined in Schedule "B" of this document;
- 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;
- e) the Service Provider has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- f) the Service Provider shall notify the DSSMSSAB as soon as possible regarding any plans to change ownership;
- g) 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
- h) 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 termination right.

5. DSSMSSAB Access and Consultation

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.

The Service Provider agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with the DSSMSSAB.

6. Financial Records and Reports

- a) 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 the DSSMSSAB may require.
- b) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Schedules.
- c) The Service Provider shall submit to the DSSMSSAB, all meeting minutes, including minutes of the Annual General Meeting, once approved.

7. 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.

8. Service Delivery Checklist

For each site operated by the Service Provider, 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.

9. 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 and supervisors 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 two Professional Learning opportunities per year, that are 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.

10. Reports

- a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit, at such intervals as indicated in Schedules, 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) 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.

11. Additional 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.

12. Consequences of Termination

- a) Upon any termination of this agreement, 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 give access to the DSSMSSAB and its authorized 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 related to Report, Financial Reports, Service Records, Confidentiality, Conflict of Interest, Indemnification and Disposition of Equipment shall continue to be binding upon the parties.

13. Debt Due and Payment

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.

14. 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.

15. 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

16. 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.

SCHEDULE 'B-3'

EARLYON SERVICE DESCRIPTION OVERVIEW

1. 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.

2. 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.

3. 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:

3.1 Supporting Early Learning and Development

EarlyON Child and Family Centres must offer drop-in programs and other programs and services that promote 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 context for learning is foregrounded in relationships and focused on supporting the development of strategies, dispositions, and skills for lifelong learning through play and inquiry.

3.2 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 children's interests, child development, parenting, nutrition, play and inquiry-based learning, and other topics that supports their relationship with their child(ren).
- 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 individuals within the community. Engagement may include group discussions, informal one on one engagement, printed and electronic resources or other engagement opportunities as appropriate.

3.3 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.

4. SERVICE DESCRIPTION

4.1 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 to strategically engage neighbourhoods.

4.2 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.

4.3 EarlyON Centres will engage the full range of potential service users by implementing a variety of outreach activities and virtual programs. 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);
- provide both outdoor and virtual programs and services;
- 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.

4.4 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 neighbourhood 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 Sundays 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.

4.5 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.

5. 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.

5.1 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.

5.2 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 and the Ministry of Education. As staffing changes arise and new unqualified staff are hired at a site where there is no RECE, the Service Provider must request a RECE exemption from the 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) 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.
- j) 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.
- k) Work positively and collaboratively with partner Indigenous organizations to improve organizational capacity to provide inclusive and responsive services to Indigenous children and families.

6. 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;
- f) adhering to mandatory core services and service description; and
- g) adherence to all DSSMSSAB policies and procedures including Serious Occurrence reporting and Criminal Reference Checks in accordance with legislation.