

BY-LAW NUMBER – 2016-026

Service Agreement

This Agreement made in triplicate this 1st day of April 2016.

B E T W E E N:

**The Corporation of the County of Bruce
(the "County")**

- and -

**The Corporation of the Township of North Huron
(The "Operator")**

WHEREAS the County has the authority, pursuant to the *Child Care and Early Years Act*, to enter into this Agreement for the provision of childcare services;

AND WHEREAS the Operator agreed to provide child care services described in the attached Child Care Fee Subsidy Schedule; Provincial Wage Enhancement Schedule; General Operating Grant Schedule; Children's Recreation Program Schedule; Pay Equity Memorandum of Settlement Schedule; Enhanced Program Staff Schedule; Small Water Works Schedule; and Special Purpose Funding Schedule, as applicable, all in accordance with the terms and conditions of this Agreement;

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

1. Definitions

In this Agreement:

- "Agreement" means this Agreement and the schedules attached hereto as at the date hereof and as amended from time to time.
- "Child" or "Children" means a child or children who receive child care services pursuant to this Agreement.
- "Child Care and Early Years Act" means the *Child Care and Early Years Act* and accompanying regulations, as amended, or any successor legislation thereto.
- "County Staff" means the staff of The Corporation of the County of Bruce authorized to exercise the rights and perform the duties under this Agreement.

- "Inclusive Child Care" means the provision of early learning and child care services to children identified as having special needs.
- "Human Rights Code" means the *Human Rights Code, R.S.O. 1990, c. H19*, as amended, or any successor legislation thereto.
- "Province" means the Ministry of Education for the Province of Ontario or any successor ministry, department or government body.
- "Municipal Freedom of Information and Protection and Privacy Act" means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56*, as amended, or any successor legislation thereto.
- "Parent" means the person or persons who are the natural parents of a Child or the person or persons having legal custody or guardianship of a Child.
- "Parental Fees" means the daily fee, as calculated by the County, that the parent is required to pay to the Operator.

2. Provision of Service

The Operator agrees:

- (a) to provide services in accordance with the following, as amended from time to time, (unless not applicable as indicated in this Agreement), to enable families in receipt of subsidy to attend the Operator's early learning and child care program:
 - (i) Child Care Fee Subsidy Schedule;
 - (ii) Provincial Wage Enhancement Schedule;
 - (iii) General Operating Grant Schedule;
 - (iv) Children's Recreation Schedule;
 - (v) Pay Equity Memorandum of Settlement Schedule;
 - (vi) Enhanced Program Staff Schedule;
 - (vii) Small Water Works Schedule; and/or
 - (viii) Special Purpose Funding Schedule.
- (b) to participate, in a meaningful way, in the County's quality assurance initiatives and working collaboratively with the Bruce Grey Quality Assurance Child Care Committee;
- (c) to provide Inclusive Child Care; and
- (d) to use as required by the County, a centralized web enabled registration and application solution for licensed child care at no additional cost to the Operator.

3. Term and Termination

3.1 This Agreement shall commence on the April 1st, 2016 and shall continue until

terminated under Section 3.2 of this agreement.

- 3.2 (a) This Agreement shall be terminated immediately by giving written notice if,
- (i) the Operator has become insolvent, committed an act of bankruptcy, or purported to assign the benefit of this Agreement without approval from the County; or
 - (ii) the County determines upon reasonable grounds that the Operator is in breach of the terms of this Agreement.
- (b) This Agreement may be terminated immediately by the County at its discretion, if the Operator receives a Provisional License from the Ministry at any time during the term of this Agreement.
- (c) Notwithstanding subsections (a) and (b) of this section, either party may terminate the whole or part of this Agreement by giving the other party sixty (60) days of notice in writing.
- 3.3 In the event that this Agreement is terminated under section 3.2, the Operator shall, during the notice period, provide only those services which the Director determines are reasonably required to complete the service in progress and shall forthwith refund to the County any and all monies advanced by the County to the Operator that the Operator has not expended in accordance with the attached Schedules, or the terms of this Agreement. If the Agreement is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

4. Consideration

- (a) The County will pay to the Operator admissible expenditures incurred pursuant to this Agreement. The County reserves the right within reason to determine the amounts, times and manner of such payments.
- (b) It is agreed and understood that the County of Bruce may withhold payments if the Operator is in breach of its obligations under this Agreement.
- (c) The Operator shall hold any funds advanced to the Operator by the County in trust for the County until such time as the funds are expended in accordance with this Agreement.

5. Municipal Access and Consultation

- (a) The Operator will permit County Staff to enter at reasonable times any premises used by the Operator in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services provided pursuant to this Agreement.

- (b) The Operator agrees that its staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with County Staff.

6. Reports

In addition to any other reporting provisions herein contained:

- (a) The Operator will maintain service records respecting each site where service is being provided and prepare and submit the required information as identified. Such reports may include program data such as statistics in target achievements and other financial information as the County requires.
- (b) The Operator will also prepare and submit to the County program reports acceptable to the County respecting the services being provided.

7. Financial Records and Reports

- (a) The Operator will maintain financial records and books of account respecting services provided pursuant to this Agreement for each site where service is being provided and will allow County Staff, or such other persons as may be appointed by the County from time to time, to inspect and audit such books and records at all reasonable times both during the term of this Agreement and for a reasonable period subsequent to its expiration or termination.
- (b) The cost of any financial or operational audit or review required or conducted by the County will be borne by the Operator if the audit or review (i) was made necessary because the Operator did not comply with a requirement under this Agreement; or (ii) determines that the Operator has not fulfilled its obligations under this Agreement.
- (c) The Operator will be provided with three months of notice from the County if an audited financial statement with respect to the funding and services provided pursuant to this Agreement is required.
- (d) The Operator will retain the records and books of account referred to in subsection (b) for a period of seven (7) years.
- (e) The Operator will adhere to any additional financial reporting requirement specified in the attached Schedules, as applicable.
- (f) The Operator will comply with the County's policies on the treatment of revenues and expenditures, as amended from time to time.

8. Service Records

In the event the Operator ceases operation, it is agreed that the Operator will not

dispose of any records related to the services provided for under this Agreement without the prior written consent of the County.

9. Confidentiality

The Operator, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than County 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 services 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. Where the Operator is a municipality or other such "institution" as defined in the Municipal Freedom of Information and Protection of Privacy Act, the provisions of such Act with respect to the disclosure or release of information apply.

10. Conflict of Interest

- 10.1 The Operator, its agents, representatives, and any of their respective directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the County where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the County), with the provision of services pursuant to this Agreement. The Operator acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the County relevant to the services where the County has not specifically authorized such use.
- 10.2 The Operator shall disclose to the County without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 10.3 A breach of the provisions of this Article 10 by the Operator shall entitle the County to terminate this Agreement, in addition to any other remedies that the County may have in law or in equity.

11. Human Rights Code

It is a condition of this Agreement and every Agreement entered into pursuant to the performance of this Agreement, that no right under section 5 of the Ontario Human Rights Code will be infringed. Breach of this condition is sufficient grounds for termination of this Agreement. Each Operator will design and implement a policy to ensure the workplace and any programs are non-biased, non-sexist and anti-racist. All Board Members, staff, volunteers and students will sign off on the policy on an annual basis.

12. Indemnification

The Operator, both during and following the end of the term of this Agreement, indemnify and hold harmless the County of Bruce, its officers, elected officials, servant, agents and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property caused by any acts or omissions of the Operator, its officers, agents, servants, employees, customers, volunteers, invitees or licensees, or occurring in the child care or on the premises or any part thereof and/or, as a result of activities under this Agreement including all services provided, purported to be provided or required to be provided by the Operator pursuant to this Agreement. This clause shall survive the termination of this Agreement.

13. Insurance

The Operator shall, at its expense, maintain and keep in force during the term of the Agreement:

- (a) Commercial General Liability Insurance satisfactory to the County including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario.
 - i) A limit of liability of not less than \$5,000,000 per occurrence.
 - ii) The County shall be named as an additional insured.
 - iii) The policy shall contain a provision for cross liability in respect of the named insured.
 - iv) Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage.
 - v) Products and completed operation coverage (Broad Form), and with an aggregate limit of not less than \$5,000,000.
 - vi) Abuse Coverage for a limit of not less than \$2,000,000.
- (b) Automobile liability insurance for an amount not less than \$2,000,000 on forms meeting statutory requirements covering all licensed vehicles use in any manner in connection with the performance of the terms of this Agreement.

14. Disposition

The Operator will not sell, change the use, or otherwise dispose of any item, furnishing or equipment purchased with County funds pursuant to this Agreement without the prior written consent of the County, which may be given subject to such conditions, as the County deems advisable.

15. Amendments

This Agreement and its Schedules may be amended from time to time through an amendment made in writing and duly signed by the parties to this Agreement.

16. Non-Assignment and Change in Ownership

- 16.1 The Operator will not assign this Agreement, or any part thereof, without the prior written approval of the County, which approval may be withheld by the County in its sole discretion or given subject to such conditions as the County may impose.
- 16.2 For the purposes of this section, this Agreement shall be deemed to be assigned by the Operator: (a) upon the change in control of the Operator (as defined by the Business Corporations Act), if the Operator is a corporation; and (b) upon reorganization which results in a change in the effective control of the Operator, if the Operator is a partnership.

17. Schedules

All the terms of the Schedules attached hereto are incorporated into this Agreement except where they are inconsistent with this Agreement. This Agreement and the following 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:

Schedule "A" – Child Care Fee Subsidy Schedule;
Schedule "B" – Provincial Wage Enhancement Schedule, if applicable;
Schedule "C" – General Operating Grant Schedule, if applicable;
Schedule "D" – Children's Recreation Schedule, if applicable;
Schedule "E" – Pay Equity Memorandum of Settlement Schedule, if applicable;
Schedule "F" – Enhanced Program Staff Schedule, if applicable;
Schedule "G" – Small Water Works Schedule, if applicable; and
Schedule "H" – Special Purpose Funding Schedule, if applicable.

18. Laws

The Operator agrees that the Operator 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 *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

19. Waivers

Any waiver by the County of the strict compliance by the Operator with a term, covenant or condition in this agreement, or any indulgence granted by the County to the Operator is not considered to be a waiver of a subsequent default or breach by the Operator, nor entitle the Operator to a similar indulgence.

20. Independent Contractor

The County and the Operator shall not be deemed to be carrying on a partnership relating to the delivery of services pursuant to this Agreement and the parties hereto agree that the Operator is an entirely independent contractor providing such services for the County pursuant to the terms and conditions of this Agreement.

21. Overpayment

If for any reason the Operator is overpaid under this Agreement, the County will deduct the amount of the overpayment from any future monies owing to the Operator or require the Operator to return the funds to the County by way of a cheque to the County or the Region will collect the overpayment from the Operator through a court of competent jurisdiction.

22. Notice

Any notice required pursuant to this Agreement shall be in writing and delivered to:

In the Case of the County

Director of Social Services and Housing
The Corporation of the County of Bruce
30 Park Street, PO Box 399
Walkerton, ON N0G 2V0

**In the Case of the The Corporation
of the Township of North Huron**

The Corporation of the Township of
North Huron
PO Box 90, 274 Josephine Street
Wingham, ON N0G 2W0

Any notice given in accordance with this provision shall be deemed to have been received upon delivery, if delivered personally, or five (5) days after posting, if mailed by prepaid registered mail.

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals as attested to by the Signatures of the Signing Officers of the Municipality and Operator.

The County and the Operator acknowledge and agree that the County may designate any individual who is County Staff to execute any of the Schedules attached to this Agreement on behalf of the County and that any such execution shall be complete and binding on both the Operator and the County.

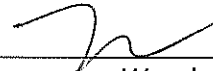
SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE COUNTY OF BRUCE

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) Per:


Warden

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Director of Corporate Services

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) Per:

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) The Corporation of the Township of North Huron

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) The Corporation of the Township of North Huron

Signed this 3rd day of March 2016 AD.

Schedule "A"

Child Care Fee Subsidy Schedule

Program Goals

- Foster early learning and healthy child development by supporting access to child care including children with special needs or a social need.
- Enable low income parents, including social assistance recipients to work, or undertake training or education leading to employment while their children are being cared for in high quality child care, or third party and board-operated before and/or after school programs and on-instructional days.

Service Description

The Operator shall provide child care services for such children as are approved from time to time by the County through a Fee Subsidy Approval Letter provided by County staff, and the child care services shall be carried out in accordance with the terms of such letter.

The following rate schedule is applicable for

North Huron Children's Centre - 239 William Street, Wingham, ON N0G2W0

North Huron Early Learning - 225 Cornyn Street, Wingham, ON N0G2W0

North Huron Before & After School - 250 John Street East, Wingham, ON N0G2W0

Effective April 1st, 2016:

Care Code	Rate
FDI - Full Day Infant	\$46.50
FDT - Full Day Toddler	\$41.00
HDI - Half Day Infant	\$36.00
HDLI - Half Day Lunch Infant	\$36.00
FDP - Full Day Preschool	\$36.00
HDLT - Half Day Lunch Toddler	\$29.50
HDLP - Half Day Lunch Preschool	\$25.50
HDT - Half Day Toddler	\$25.00
NSFDT - Nursery School Full Day Toddler	\$22.50
HDP - Half Day Preschool	\$21.00
NSFD - Nursery School Full Day	\$18.50
BASJS - JK/SK BAS	\$18.50
BASSA - Before & After School	\$17.00
ASJSK - JK/SK AS	\$9.25
BSJSK - JK/Sk BS	\$9.25
ASSA - After School	\$8.50
BSSA - Before School	\$8.50
HRLY - Hourly	\$5.00

Funding Conditions

- The Operator agrees that all programs will be delivered adhering to appropriate legislation and/or accreditation program. In particular but not limited to, the terms of the *Child Care and Early Years Act* (CCEYA) and the *Early Childhood Educators Act* (ECEA).

- The Operator shall ensure that all staff are qualified by training (or experience) to perform the services set out herein and that they meet all of the requirements established by the legislation for that particular service.
- The Operator acknowledges receipt of a copy of both the "Fee Subsidy Payment Policies and Procedures" of the Children's Services Division that are relevant to the services described in the Schedule. These policies may be amended from time to time by the County and the Operator shall abide by all amended policies upon receipt in writing of such amendments.
- The County will pay to the Operator, in respect for each child cared for under this Schedule, the difference between:
 - (i) The per diem rate as prescribed in this Schedule; and
 - (ii) The parental fees, as determined by the County, in accordance with the regulations under the *Child Care and Early Years Act*, to be paid by the parent for the child care services.
- For the purposes of this Schedule, the rates as prescribed shall be deemed to cover all of the costs related to a child cared for under this Schedule.

Reporting Requirements/Documentation

The Operator must submit their attendance on a monthly basis by the 7th business day of the following month.

This Schedule is current as of the date it is fully executed and has been approved by the signatures of an authorized City official on behalf of the City and the Operator by its proper signing officers.

Name of Operator: The Corporation of the Township of North Huron

Signature of Signing Officer

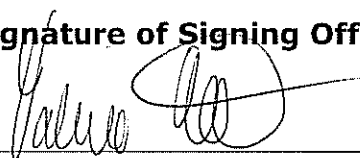
Name / Title

Date

Signature of Signing Officer

Name / Title

Date

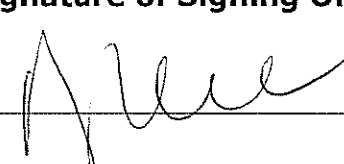
 Valerie Watson Manager March 21/16

The Corporation of the County of Bruce - Authorized Signature

Signature of Signing Officer

Name / Title

Date

 Brenda Wilton
Children's Services Manager March 4/16

Schedule "D"

Children's Recreation Program Schedule

Program Goals

- To address the child care needs of school-age children
- To provide fee subsidies for children aged six¹ to twelve who are enrolled in Children's Recreation Programs (e.g., sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education) and whose Parents are in financial need, as determined by the income test. Special Needs Resourcing may also be provided for Children eligible for Inclusive Child Care attending an eligible Children's Recreation Program.

Service Description

Children's Recreation Operators shall provide recreation programs for such children as are approved by the County through a Fee Subsidy Approval Letter provided by County staff, and the recreation program shall be carried out in accordance with the terms of such letter.

The following rate schedule is applicable for the Corporation of the Township of North Huron located at 274 Josephine Street, Wingham, ON N0G 2W0 effective April 1st, 2016

Care Code	Rate
CAMP - Summer Camp	\$35.00
HDSA - Half Day Schoolage	\$20.00

Funding Conditions

1. Safe Arrival and Safe Dismissal:

Operators of Children's Recreation Programs must have policies and procedures in place to ensure the safe arrival and safe dismissal of each child enrolled. At a minimum these should include;

- Daily sign-in/sign-out procedures so that staff are aware of which children are in attendance and which are not;
- Procedure to be followed if a child does not attend and staff have not been notified in advance of the reason why (e.g., contact parent if child has not arrived by a certain time, etc.);
- Process by which parents must inform the service provider in writing of who is or is not allowed to pick up their children; and

¹ For the purpose of defining school age children in approved recreation programs, "6 years of age" can mean a child that turns 6 years of age in the current year (i.e., by the last day of December).

- Process by which parents must give their written consent for children who are 12 year old, to sign themselves in and out.

2. Criminal Reference Checks

Operators of Children's Recreation Programs must have a policy in place requiring criminal reference checks to be completed for all successful candidates for full-time, part-time, or volunteer positions who will have direct contact with children. This requirement includes new agency board members, non-direct service staff, or any other person regularly on the premises where occasions of unsupervised contact with the children may be expected (drivers, cooks, facilities/maintenance staff, etc.).

3. Adult Supervision

Children's Recreation Programs must have on-site adult supervision at all times.

At minimum, groups of children may be supervised directly by trained staff members 16 or 17 years of age, provided that:

- At least one qualified adult (i.e., age 18 or older) is on site;
- That adult is easy to locate in the event of an emergency; and
- Staff are trained in CPR and First Aid.

The need for additional on-site adult supervision may be necessary taking into consideration the following:

- The number, ages and any special needs of children participating in the program;
- The size and type of the program site (e.g., school, campground, etc.);
- The risk level of program activities (e.g., aquatics, wall/rock climbing etc., would be considered high risk);
- The degree of experience and/or training required for and possessed by program staff and volunteers;
- Children must be supervised at all times; and
- Adequate and competent supervision for the ages and developmental levels of the children enrolled must be assured and maintained at all times.

4. Quality Assurance

Operators of Children's Recreation Programs must be either:

1. Accredited by the *Ontario Camping Association* (OCA) OR
2. Affiliated with the High Five quality assurance process, administered by Parks and Recreation Ontario to the following degree;
 - a) The organization responsible for the program is a registered member of the High Five quality assurance process;
 - b) The individual program has completed and submitted at least one High Five self-evaluation to Parks and Recreation Ontario; and

- c) At least 75% of program staff have received High Five training (i.e., staff working with children and supervisors of front line staff).

With respect to 2b) above, the High Five self-evaluation submitted to Parks and Recreation Ontario must include part 1 (*Reviewing Best Practices*) and part 2 (*Observing the Child's Experience*) of the Quality Experience Scanning Tool (QUEST). This evaluation must be completed by a staff member who is training in the use of the High Five QUEST.

On an annual basis, the County will contact Parks and Recreation Ontario to verify that the program has submitted an evaluation.

5. Records

In addition to the documentation identified in paragraph 4.2 of this Schedule, the Operators of Children's Recreation Programs must ensure that up to date records are available at all times and are kept at each location at which Children's Recreation Programs are provided.

Records shall include:

- The names, date of birth and home address of the child;
- The names, home addresses and telephone numbers of the parents or guardians of the child;
- The address and telephone number at which a parent or guardian of the child or other person can be reached in case of an emergency during the hours when the child is receiving care;
- The names of persons to whom the child may be released;
- The date of admission of the child;
- The date of discharge of the child;
- The child's history of conditions requiring medical attention;
- Any symptoms indicative of ill health;
- Written instruction signed by a parent of the child for any medical treatment or drug or medication that is to be dispensed during the hours the child is receiving care;
- Written instructions signed by a parent of the child concerning any special requirements in respect of diet, rest or exercise; and
- Program activities posted daily that are appropriate for the ages and developmental levels of the enrolled children including daily indoor and outdoor activities, quiet places and quiet play, along with active places and active play, and that the health, safety and well-being of all children in the program is held to the highest standards at all times.

The Operators of Children's Recreation Programs shall ensure that a daily record of attendance is kept showing the arrival, departure or absence of each child.

Reporting Requirements

- Verification of accreditation by the Ontario Camping Association or verification

from Parks and Recreation Ontario that the program has submitted an evaluation, at minimum.

- Current High Five Accreditation and Training documentation.
- Reporting of Serious Occurrences in accordance with the *Child Care and Early Years Act*.

This Schedule is current as of the date it is fully executed and has been approved by the signatures of an authorized County official on behalf of the County and the Operator by its proper signing officers.

Name of Operator: The Corporation of the Township of North Huron

Signature of Signing Officer

Name / Title

Date

Signature of Signing Officer

Name / Title

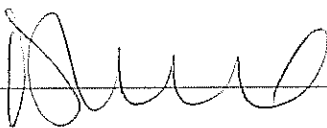
Date

The Corporation of the County of Bruce - Authorized Signature

Signature of Signing Officer

Name / Title

Date

 Brenda Wirth
Children's Services
Manager April 16

Schedule "F"

Enhanced Program Staff Schedule

Program Goals

- Support the inclusion of children with special needs in licensed child care settings or in places where a children's recreation program is provided
- Provide services that are:
 - Reflective and responsive to individual, family and community strengths and needs;
 - Accountable to the individual, family and community;
 - Sensitive to the social, linguistic and cultural diversity of families;
 - Staffed by individuals with the appropriate range of skills and abilities necessary to respond effectively to the needs of adults, children and families;
 - The support is based on the individual's assessed needs, preferences and available individual, agency, and community resources.

Service Description

Funds will be flowed by the County of Bruce to licensed child care settings and to approved children's recreation programs for the purpose of hiring enhanced program staff to provide services to children with special needs who require additional support to participate in the program.

Funding Conditions

- Enhanced Program Staff may not be counted toward the required ratio of employees to children in regulated child care programs.
- Enhanced Program Staff are available at no additional cost to parents.

Reporting Requirements/Documentation

- A monthly reimbursement invoice is to be submitted to the County of Bruce by the 7th business day of the month following the month in which service was provided.

This Schedule is current as of the date it is fully executed and has been approved by the signatures of an authorized County official on behalf of the County and the Operator by its proper signing officers.

Name of Operator: The Corporation of the Township of North Huron

Signature of Signing Officer

Name / Title

Date

Signature of Signing Officer

Name / Title

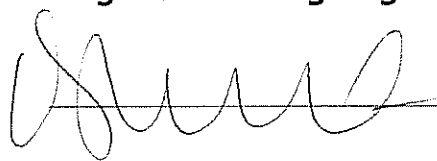
Date

The Corporation of the County of Bruce - Authorized Signature

Signature of Signing Officer

Name / Title

Date



Brenda Wilton
Children's Services
Manager

March 4, 2016