

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 97-13

Being a by-law to authorize execution by the Reeve and Administrator between the municipality and the Ministry of Community and Social Services

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

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to a Service Contract between the municipality and the Ministry of Community and Social Services for the 1997/98 fiscal year, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 11th day of November, 1997.


Reeve


Clerk

SERVICE CONTRACT

This Contract made in duplicate

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by
the Minister of Community and Social Services
("Ontario")

- and -

Corporation of the Township of Prince
("Service Provider")

AS Ontario has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into this contract for the provision of social services;

AND AS the Service Provider has agreed to provide social services described in the attached Service Description Schedule(s);

THEREFORE THE PARTIES agree as follows:

Definitions

1. In this Contract,
 - (a) "Ministry" means the Ministry of Community and Social Services.
 - (b) "Ministry Staff" means the staff of the Ministry authorized to exercise the rights and perform the duties of Ontario under this contract.
 - (c) "Service Provider", for purposes of Ontario Works means "Service Delivery Agent".

Program

2. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule(s) and Service Data Schedule and in accordance with the policies, guidelines and requirements of Ontario as communicated to it.

Term

3. This contract will be in force from April 1, 1997, until it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either party by giving sixty (60) days' written notice. In the event of termination, the Service Provider will refund forthwith to Ontario any monies advanced by Ontario and not expended in accordance with the approved budget.

Consideration

4. (a) Ontario will pay to the Service Provider, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule. Ontario reserves the right to determine the amounts, times and manner of such payments.
- (b) The parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this contract 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 contract is terminated.
- (c) The Service Provider may transfer funds between budget lines according to the parameters set out in Ontario's Global Budgeting Guidelines for Transfer Payment Agencies. The Service Provider may, with Ontario's prior written consent, transfer funds between budget lines beyond the parameters set out in the Guidelines.
- (d) It is agreed and understood that Ontario may withhold payments if the Service Provider is in breach of its obligations under this contract.
- (e) If targets are not achieved to the level indicated in the Service Data Schedule, Ontario may request that funds in an amount reflective of the underachieved targets be returned to Ontario.

Ministry Access and Consultation

5. (a) The Service Provider will permit Ministry staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract.
- (b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Ministry staff.
- (c) If a Service Provider is providing services for the purposes of the *Young Offenders Act (Canada)* and the *Provincial Offences Act*,
 - (i) the Service Provider will notify Ministry staff immediately where a young person residing in the Service Provider Residence is unlawfully at large, has attempted to escape or is guilty of serious misconduct;
 - (ii) the Service Provider will obtain the authorization of Ministry staff performing the functions of the Service Provider's provincial director under the *Young Offenders Act (Canada)* before permitting any young person to be absent from the Residence on day release or on temporary leave.

Reports

6. (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 the Service Data Schedule, a report respecting the services being provided pursuant to this contract, acceptable to Ministry staff which shall include program data such as statistics on target achievements and such other information as Ontario requires.
- (b) The Service Provider will also prepare and submit to Ontario, annually, or at any time upon reasonable request, a comprehensive report acceptable to Ministry staff respecting the services being provided.

Financial Records and Reports

7. (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow Ministry staff or such other persons appointed by Ontario to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.

- (b) The Service Provider will, unless Ontario indicates otherwise, submit to Ontario an audited financial statement and reconciliation report with respect to the services provided pursuant to this contract 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 7(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 Ontario may require.
- (e) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Service Data Schedule.
- (f) The Service Provider will comply with Ontario's policies on the treatment of revenues and expenditures which will be issued from time to time.

Program Records

- 8. (a) 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 contract without the prior consent of Ontario, which may be given subject to such conditions as Ontario deems advisable.
- (b) For purposes of services provided pursuant to the *Young Offenders Act (Canada)*, and the *Provincial Offences Act*, upon termination of services to the young person, the Service Provider will retain and ultimately dispose of records relating to the young person in accordance with Regulations under the *Young Offenders Act (Canada)*, the *Child and Family Services Act* and the policies and procedures of Ontario.

Confidentiality

- 9. (a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Ministry staff at any time during or following the term of this contract, 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 Service Provider is a municipality or such other "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.

- (b) Where the Service Provider is providing services for the purposes of the *Young Offenders Act (Canada)* and the *Provincial Offences Act*, the Service Provider, its directors, officers, employees, agents and volunteers will abide by the confidentiality provisions of the *Young Offenders Act (Canada)* and the policies and procedures of Ontario.

Indemnification

10. (a) The Service Provider will, both during and following the term of this contract, indemnify and save harmless Ontario 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 contract.
- (b) Despite the provisions of clause 10(a), for purposes of Ontario Works, the following provisions apply:
- i) If an Ontario Works participant is placed with an employer who is covered under Schedule 1 or 2 of the regulations made under the *Workers' Compensation Act*, R.S.O. 1990, c.W.11, the participant will be entitled to claim benefits under such Act if he or she suffers a work-related injury or illness while participating in an approved community placement. Ontario will cover the compensation and benefits cost of Workers' Compensation claims awarded by the Workers' Compensation Board to a claimant in relation to work-related injury or illness suffered while participating in an approved community placement.
 - ii) If the employer is not compulsorily covered under either Schedule 1 or Schedule 2 of the *Workers' Compensation Act* and the employer has not applied for coverage, a participant in an approved Ontario Works community placement will be covered under Ontario's Accident Insurance Plan.

Insurance

11. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to Ontario in an amount of not less than one million dollars (\$1,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

- (a) include as an additional insured "Her Majesty the Queen in right of Ontario as represented by the Minister of Community and Social Services" in respect of and during the provision of services by the Service Provider pursuant to this contract;
- (b) contain a cross-liability clause endorsement; and
- (c) contain a clause including liability arising out of the contract or agreement.

The Service Provider will submit to Ontario, upon request, proof of insurance.

Termination

12. Either party may terminate this contract in whole or in part with respect to the provision of any particular service upon sixty (60) days' notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Freedom of Information

13. Any information collected by Ontario pursuant to this contract is subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act*.

Human Rights Code

14. It is a condition of this contract and of every contract entered into pursuant to the performance of this contract, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this contract.

Violence Against Women

15. If the Service Provider is providing services to male batterers under the Violence Against Women Initiatives, the Service Provider agrees to comply with the "Interim Accountability and Accessibility Requirements for Male Batterer Programs, March 1994".

VRDP Appeal

16. If the Service Provider is providing services under the Community Sheltered Workshops Program or Supported Employment Program, the Service Provider agrees to accept the independent appeal procedure adopted by Ontario for purposes of the *Vocational Rehabilitation of Disabled Persons Agreement* between Ontario and the Federal Government.

Wage Subsidy Grants

17. If the Service Provider is eligible to receive child care wage subsidy grants, the Service Provider agrees to comply with all of the conditions and requirements set out in the "Child Care Wage Subsidy Grants Guidelines and Procedures".

Health and Safety

18. If the Service Provider is providing services under the Adult Accommodation Program, the Service Provider agrees to comply with the health and safety regulations made under the *Homes for Retarded Persons Act*.

Disposition

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

Amendments

20. This contract may be amended by substitution of the Schedules, duly signed by the parties to this contract.

Non-Assignment

21. The Service Provider will not assign this contract, or any part thereof, without the prior written approval of Ontario, which approval may be withheld by Ontario in its sole discretion or given subject to such conditions as Ontario may impose.

Schedules

22. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract 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 contract.

Laws

23. 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 contract.

IN WITNESS WHEREOF this contract has been signed by an authorized Ontario official on behalf of Ontario and the Service Provider by its proper signing officers.

Signed, sealed and delivered

on the _____ day of _____, 19__.

Ontario Witness

On behalf of Ontario

Corporation of the Township of Prince

Service Provider

Witness*

David Edger
By: ** Signing Officer

Reeve
Position

[Signature]
By: ** Signing Officer (Seal)

Witness*

Administrator
Position

* Witness required where the Service Provider is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

** I have the authority to bind the corporation

(July 1997)

SERVICE CONTRACT

SERVICE DESCRIPTION SCHEDULE

TPAO #: 018561
ORGANIZATION NAME: Corporation of the Township of Prince
LEGISLATION: MCSS SECTION: 8
SERVICE NAME: 177 Child Care Resource Centre

Service Objectives:

The Corporation of the Township of Prince provides sponsorship for the operation of a Resource Centre where parents and caregivers may participate in information sessions, discussions and programs aimed at enhancing their ability to care for children. Activities relate to promoting the physical, social, emotional and intellectual growth of children as well as providing a variety of educational resources for parents.

Service Description:

The centre provides toy lending services for members as well as drop-in services for children from infancy to school aged, accompanied by their parents. Suitable toys, books and equipment appropriate to the age group are available at the centre. A staff member is available to answer questions, provide information and discuss the concerns of those parents who visit.

The general public is able to access the drop-in service and nominal membership fees are charged for borrowing privileges.

The Toy Lending Library/Resource Centre is funded to operate a minimum of 24 hours per week between Monday and Saturday.

Service Location:

3042 Second Line West
R.R.#6 Prince
Sault Ste. Marie, Ontario
P6A 6K4

Method of Evaluation:

Parents are encouraged to take part in the decision making process through participation on the Parent Advisory Committee.

The agency works in a collaborative manner with other agencies to ensure appropriate services and avoid duplication.

Agency Authorized Signatures:

(Signatures are required for amendments only)

_____ Date: _____

(Seal)

MCSS Authorized Signature:

_____ Date: _____

SERVICE CONTRACT

SERVICE DESCRIPTION SCHEDULE

TPAO #: 018561

ORGANIZATION NAME: Corporation of the Township of Prince

LEGISLATION: MCSS SECTION: 8

SERVICE NAME: 178 Child Care - Wage Subsidy - Non Profit

Service Objectives:

The Wage Subsidy Grant is to enhance job rate levels and salaries for all full time and part time program and non-program staff.

Service Description:

The Wage Subsidy funds are to be allocated according to the "Child Care Wage Subsidy Grants Guidelines and Procedures".

Service Location:

180 Mississauga Avenue
Elliot Lake, Ontario
P5A 1E5

Method of Evaluation:

A Wage Subsidy Utilization Statement must be submitted to the Sault Ste. Marie District Office annually.

Agency Authorized Signatures:

(Signatures are required for amendments only)

_____ Date: _____

(Seal)

MCSS Authorized Signature:

_____ Date: _____

**Service Contract
Face Sheet**

Budget
Year

Initiated On
1997/98

Organization Name Corporation of the Township Prince		TPAO # 018561	
Address 3042 Second Line West, R.R.#6 Prince Sault Ste. Marie, Ontario P6A 6K4		Submission	Date
		Contract	Date
		Amendment #	Date
Contact Ms. Rachel Tyszinski			

Detail Code	TPBE #	Service Name(s)	Subline #
177	026115	Child Care Resource Centre	2053415
178	026115	Child Care Wage Subsidy Non-Profit	2053416

**A complete
Service Contract
Includes :**

Service Contract Legal Text word processor file
Budget Schedule
Service Data Schedule - Service & Financial Targets
Service Data Schedule - Other

One Per Service :
Service Description Schedule

Also includes:
Face Sheet and Budget Reconciliation Report

If more than 27 services, use 2 pages

Service Contract Budget Schedule

Budget Initiated On
Year 1997/98

Organization Name		Corporation of the Township Prince						TPAO # 018561
TPBE #	=>		026115	026115				
Subline #	=>		2053415	2053416				
Legislation	=>		MCSS	MCSS				
Detail Code	=>		177	178				
Service Name	=>	Allocated	Child Care	Child Care				
		Central	Resource	Wage Subsidy				
		Administration	Centre	Non-Profit			TOTAL	

FISCAL EXPENDITURES								Page 1 of 1
A	Salaries/Benefits		39,673	4,122				43,795
B	Other Service Costs		16,834					16,834
	Gross Expenditures (A+B)		56,507	4,122				60,629
C1	Adjustments: Recoveries		(5,560)					(5,560)
C2	Adjustments: Wage Subsidy		(4,122)					(4,122)
C3	Adjustments:							
D	Offsetting Revenue (-)	()	()	()	()	()	()	
E	Costs Subsidized at different rate than service (-)	()	()	()	()	()	()	
	Adjusted Service Expenditures (A to E)		46,825	4,122				50,947
F	Allocated Central Administration	()						
G	Adjusted Gross Expenditures (A to F)		46,825	4,122				50,947
H	Less: Revenue (-)	()			()	()	()	
I	Net Expenditures (G Less H)		46,825	4,122				50,947

FISCAL SUBSIDY								ACA Subsidy-\$ =>
J	MCSS Service Subsidy		46,825	4,122				50,947
K	Previous Year - Annualized Pay Equity Subsidy		1,009					1,009
L	Reserved for Ministry Use							
M	Reserved for Ministry Use							
N	Other :							
O	Other :							
P	Other :							
Q	Other :							
R	Subsidy at different funding rate than service							
S	Total MCSS Fiscal Subsidy		47,834	4,122				51,956

ANNUALIZED SUBSIDY								ACA Subsidy-% =>
T	MCSS Service Subsidy		46,825	4,122				50,947
U	Pay Equity Subsidy		1,009					1,009
V	Total MCSS Annualized Subsidy		47,834	4,122				51,956

Notes:

Signatures required ONLY for amendment of Schedule)

	Contract Date
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Service Contract

Service Data Schedule - Service & Financial Targets

Budget Initiated On
Year 1997/98

Organization Name Corporation of the Township Prince							TPAO # 018561
TPBE # =>		026115	026115				
Service Name =>	Allocated Central Administration	Child Care Resource Centre	Child Care Wage Subsidy Non-Profit				Page 1 of 1
Detail Code =>		177	178				
1	Name ==>	Adult Cont.					
	Year-End Target (#)	6,044.00					
	1st Quarter Target (%)	25.00%					
	2nd Quarter Target (%)	50.00%					
	3rd Quarter Target (%)	75.00%					
2	Name ==>	Child Cont.					
	Year-End Target (#)	6,308.00					
	1st Quarter Target (%)	25.00%					
	2nd Quarter Target (%)	50.00%					
	3rd Quarter Target (%)	75.00%					
3	Name ==>						
	Year-End Target (#)						
	1st Quarter Target (%)						
	2nd Quarter Target (%)						
	3rd Quarter Target (%)						
4	Name ==>						
	Year-End Target (#)						
	1st Quarter Target (%)						
	2nd Quarter Target (%)						
	3rd Quarter Target (%)						
G	Adjusted Gross Expenditures						
	Year-End Target (#)	46,825	4,122				
	1st Quarter Target (%)	25.00%	25.00%				
	2nd Quarter Target (%)	50.00%	50.00%				
	3rd Quarter Target (%)	75.00%	75.00%				
H	Revenue (+)						
	Year-End Target (#)						
	1st Quarter Target (%)						
	2nd Quarter Target (%)						
	3rd Quarter Target (%)						
Frequency of Reporting		Quarter 1/2/3/4	Quarter 1/2/3/4				
Signatures required ONLY for amendment of Schedule)							Contract Date

Service Contract Service Data Schedule - Other

Budget Initiated On
Year 1997/98

Organization Name Corporation of the Township Prince							TPAO # 018561
TPBE # =>		026115	026115				Page 1 of 1
Service Name =>	Allocated Central Administration	Child Care Resource Centre	Child Care Wage Subsidy Non-Profit				
Detail Code =>		177	178				
1	Name ==>	Core Serv					
	Approved # at Year End	5					
2	Name ==>	Hours of Service					
	Approved # at Year End	1,248					
3	Name ==>						
	Approved # at Year End						
4	Name ==>						
	Approved # at Year End						
5	Name ==>						
	Approved # at Year End						
6	Name ==>						
	Approved # at Year End						
7	Name ==>						
	Approved # at Year End						
8	Name ==>						
	Approved # at Year End						
9	Name ==>						
	Approved # at Year End						
10	Name ==>						
	Approved # at Year End						
Frequency of Reporting		Quarter 4	Quarter 4				
Signatures required ONLY for amendment of Schedule)							Contract Date