

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2000-1

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the District of Sault Ste. Marie Social Services Administration Board for the provision of Child Care Resource Centre services through the Prince Township Parent/Child Resource Centre

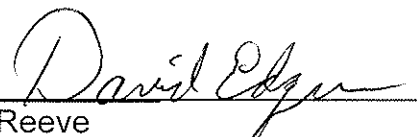
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

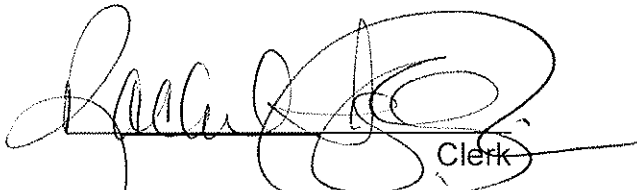
1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the District of Sault Ste. Marie Social Services Administration Board for the provision of Child Care Resource Centre services through the Prince Township Parent/Child Resource, 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 January
2000


Reeve


Clerk

SERVICE CONTRACT

This Contract made in duplicate

BETWEEN:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD
(DSSAB)**

-and -

Corporation of the Township of Prince

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

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

THEREFORE THE PARTIES agree as follows:

Definitions

1. In this Contract,

- (a) "DSSAB Staff" means the staff of DSSAB authorized to exercise the rights and perform the duties of DSSAB under this contract whether employed directly by DSSAB or the Corporation of the City of Sault Ste. Marie.
- (b) "Service Provider", for purposes of child care means "Service Delivery Agent".

Service

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 DSSAB as communicated to it.

Term

3. This contract will be in force from January 1, 2000 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 DSSAB any monies advanced by DSSAB and not expended in accordance with the approved budget.

Consideration

4. (a) DSSAB 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. DSSAB 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 with the written approval of DSSAB.
 - (d) It is agreed and understood that DSSAB 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, DSSAB may request that funds in an amount reflective of the underachieved targets be returned to DSSAB.

DSSAB Access and Consultation

5. (a) The Service Provider will permit DSSAB 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 DSSAB staff.

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 DSSAB which shall include program data such as statistics on target achievements and such other information as DSSAB requires.
- (b) The Service Provider will also prepare and submit to DSSAB, annually, or at any time upon reasonable request, a comprehensive report acceptable to DSSAB 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 DSSAB staff or such other persons appointed by DSSAB 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 DSSAB indicates otherwise, submit to DSSAB 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 DSSAB 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 DSSAB's policies on the treatment of revenues and expenditures which will be issued from time to time.

Service Records

- 8. 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 DSSAB, which may be given subject to such conditions as DSSAB deems advisable.

Confidentiality

- 9. The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than DSSAB 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 an "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.

Conflict of Interest

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

- .2 The Service Provider shall disclose to DSSAB without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- .3 A breach of this section by the Service Provider shall entitle DSSAB to terminate the contract, in addition to any other remedies that DSSAB has in the contract, in law or in equity.

Indemnification

11. (a) The Service Provider will, both during and following the term of this contract, indemnify and save harmless DSSAB 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 11(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 *Workplace Safety & Insurance Act, 1997*, 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. DSSAB will cover the compensation and benefits cost of Workers' Compensation claims awarded by the Workers' Safety Insurance 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 *Workplace Safety and Insurance Act, 1997* and the employer has not applied for coverage, a participant in an approved Ontario Works community placement will be covered under DSSAB's Accident Insurance Plan.

Insurance

12. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to DSSAB 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 District of Sault Ste. Marie Social Services Administration Board in respect of and during the provision of services by the Service Provider pursuant to this 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 DSSAB, upon request, proof of insurance.

Termination

13. 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

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

Human Rights Code

15. 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.

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 objectives relate to education, quality care and guidance of children as well as providing support to parents and families.

- Activities relate to promoting the physical, social, emotional and intellectual growth of children as well as providing a variety of educational resources for parents.
 - Developmentally appropriate toys, books and information related to family life issues are available for lending.
 - Workshops and special play activities are hosted on a regular basis.
-
-

Service Description:

Prince Township Parent Child Resource Centre is a non-profit child care facility
The Toy Lending Library/Resource Centre is funded to operate a minimum of 24 hours per week between Monday to Saturday.

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

Service Location:

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

Method of Evaluation:

Parents are encouraged to be involved 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:

3042 Second Line W.
R.R. #6 Prince
Sault Ste. Marie, ON P6A 6K4

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
2000

Initiated In
2000

**Organization Name
CORPORATION OF THE TOWNSHIP OF PRINCE**

**Contact
Karen Vallee
3042 Second Line West R.R. #6
Sault Ste. Marie, Ontario P6A 6K9**

Submission	Date	Contract #	Date	Amendment #	Date

Detail Code	Subline	Service Name(s)
177	2053415	ChildCare Resource Centre
178	2053416	ChildCare Wage Subsidy Non-Profit

A complete Service Contract Includes :

- Face Sheet and Budget Reconciliation Report word processor file
- Service Contract Legal Text
- Budget Schedule
- Service Data Schedule - Service & Financial Targets
- Service Data Schedule - Other
- One Per Service :**
- Service Description Schedule word processor file
- If Changed

If more than 27 services, use 2 pages

Service Contract Budget Schedule

Budget Initiated In
Year **2000**

Organization Name

CORPORATION OF THE TOWNSHIP OF PRINCE

Subline # - Short Subline # =>
 Legislation =>
 Detail Code (Project Code) =>
 Service Name =>

FISCAL EXPENDITURES

A	Salaries/Benefits	2063415 - 545 DNA	2053416 - 546 DNA	
B	Other Service Costs	177	178	
Gross Expenditures (A+B)		14,334		
C1	Less: Wage Subsidy	56,399		
C2	Less: Other Revenue	(4,122)	4,122	
C3	Less: Specify	(5,560)		
D	Offsetting Revenue			
E1	Pay Equity Costs (-)	(2,392)		(2,392)
E2	Repairs & Maintenance (-)			
F	Adjusted Service Expenditures (A to E)	44,325	4,122	48,447
G	Allocated Central Administration	2,500		
H	Adjusted Gross Expenditures (A to F)	46,825	4,122	50,947
I	Less: Revenue (Legislated Share) (-)			
I	Net Expenditures (G Less H)	46,825	4,122	50,947

FISCAL SUBSIDY

J	Service Subsidy	2,500	ACA Subsidy-\$ =>	
K	Previous Year - Annualized Pay Equity Subsidy	46,825	4,122	50,947
L	Pay Equity Subsidy - Transfer Between Services	2,392		2,392
M	Pay Equity Subsidy - Adjustments			
N	Other:			
O	Other:			
P	Other:			
Q	Other:			
R	Other:			
S	Total Fiscal Subsidy	49,217	4,122	53,339
ANNUALIZED SUBSIDY		5.08%	ACA Subsidy-% =>	4.69%
T	Service Subsidy	46,825	4,122	50,947
U	Annualized Pay Equity Subsidy	2,392		2,392
V	Total Annualized Subsidy	49,217	4,122	53,339

TOTAL
Page 1 of 1

Amendment # & Date

Contract # & Date

Service Contract Budget Reconciliation Report

Budget Initiated In
Year 2000

Organization Name

CORPORATION OF THE TOWNSHIP OF PRINCE

Subline #	=>						
Legislation	=>						
Detail Code (Project Code)	=>						
Service Name	=>						
		Allocated	2053415	2053416			
		Central	DNA	DNA			
		Administration	177	178			
		ChildCare Resource Centre	ChildCare Resource Centre	ChildCare Wage Subsidy Non-Profit			
TOTAL							
Page 1 of 1							

Fiscal Reconciliation							
J1	Previous Year - Annualized Service Subsidy		46,825	4,122			50,947
J2	Transfers Between Services (+/-)						
J3	Adjustments :						
J4	Adjustments :						
J5	Adjustments :						
J6	Adjustments :						
J7	Adjustments :						
J	Service Subsidy		46,825	4,122			50,947
K	Previous Year - Annualized Pay Equity Subsidy		2,392				2,392
L	Pay Equity Subsidy - Transfer Between Services						
M	Pay Equity Subsidy - Adjustments						
N	Other :						
O	Other :						
P	Other :						
Q	Other :						
R	Other :						
S1	Total Fiscal Subsidy		49,217	4,122			53,339
S	Line S On Budget Schedule		49,217	4,122			53,339
S2	Variance (Reconciliation - Schedule)						

Annual Reconciliation							
T1	Previous Year - Annualized Service Subsidy		46,825	4,122			50,947
T2	Transfers Between Services (+/-)						
T3	Adjustments :						
T4	Adjustments :						
T5	Adjustments :						
T6	Adjustments :						
T7	Adjustments :						
T	Service Subsidy		46,825	4,122			50,947
U1	Previous Year - Annualized Pay Equity Subsidy		2,392				2,392
U2	Pay Equity Subsidy - Annualized Adjustment						
V	Total Annualized Subsidy		49,217	4,122			53,339

Service Contract Service Data Schedule - Service & Financial Targets

Budget Initiated In
Year 2000

CORPORATION OF THE TOWNSHIP OF PRINCE

Organization Name		CORPORATION OF THE TOWNSHIP OF PRINCE							
Service Name	=>	Allocated Central Administration	ChildCare Resource Centre	ChildCare Wage Subsidy Non-Profit					
Detail Code (Project Code)	=>		177	178					
Name ==>			Adult Cont.						
1	1st Quarter Target (%)		25.00%						
	2nd Quarter Target (%)		50.00%						
	3rd Quarter Target (%)		75.00%						
	Year - End Target (%)		6044						
Name ==>			Child Cont.						
2	1st Quarter Target (%)		25.00%						
	2nd Quarter Target (%)		50.00%						
	3rd Quarter Target (%)		75.00%						
	Year - End Target (%)		6308						
Name ==>									
3	1st Quarter Target (%)								
	2nd Quarter Target (%)								
	3rd Quarter Target (%)								
	Year - End Target (%)								
Name ==>									
4	1st Quarter Target (%)								
	2nd Quarter Target (%)								
	3rd Quarter Target (%)								
	Year - End Target (%)								
Name ==>									
Adjusted Gross Expenditures									
G	1st Quarter Target (%)		25.00%	25.00%					
	2nd Quarter Target (%)		50.00%	50.00%					
	3rd Quarter Target (%)		75.00%	75.00%					
	Year - End Target (%)		46,825	4,122					
Revenue (+)									
H	1st Quarter Target (%)								
	2nd Quarter Target (%)								
	3rd Quarter Target (%)								
	Year - End Target (%)								
Frequency of Reporting			Quarter 1/2/3/4	Quarter 1/2/3/4					

Amendment # & Date

Contract # & Date

**Service Contract
Service Data Schedule - Other**

CORPORATION OF THE TOWNSHIP OF PRINCE

Budget Initiated In
Year 2000

Organization Name		CORPORATION OF THE TOWNSHIP OF PRINCE		Amendment # & Date		Contract # & Date	
Service Name	= >	Allocated Central Administration	ChildCare Resource Centre	ChildCare Wage Subsidy Non-Profit			
Detail Code (Project Code)	= >		177	178			
1	Name ==>		Core Serv				
	Approved # at Year End		5				
2	Name ==>		Hours of Service				
	Approved # at Year End		1200				
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			