

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2013-18


Being a by-law to authorize the Reeve and
CAO/Administrator to enter into a Purchase of Service
Agreement between Child Care Algoma and 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 are hereby authorized to execute and affix the Corporate Seal to an Agreement between Child Care Algoma and 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 14th day of May, 2013.


Reeve Ken Lamming


CAO/Administrator Peggy Greco

**PURCHASE OF SERVICE AGREEMENT
2013**

BETWEEN:

Child Care Algoma
Otherwise known as "CCA"
(Ontario Early Years Centre/Best Start Hub Lead Agency)

and

Prince Township Parent/Child Resource Centre
Otherwise known as "The Best Start Hub"
(Service Provider)

As the "Lead agency for the Ontario Early Years/Best Start Hub Services" Child Care Algoma has the authority to enter into this contract for the provision of core early years/best start hub services;

And as the "Service Provider for the delivery of Ontario Early Years/Best Start Hub Services" Prince Township Parent Child Resource Centre has agreed to provide core early years services described in the attached Service Description Schedule.

THEREFORE THE PARTIES agree as follows:

Service

The Service Provider agrees to provide services in accordance with the attached Service Description Schedule, Addendum and in accordance with the Ontario Early Years Centres Business Practice Guidelines.

Term

This agreement will be in force from January 1st, 2013 to December 31st, 2013. CCA will provide \$28,946.50. in quarterly installments. In the event of termination, the Service Provider will refund forthwith to CCA any monies advanced by CCA and not expended in accordance with the approved budget.

Consideration

It is understood that CCA may withhold payments if the Service Provider is in breach of it's obligation under this agreement.

CCA Access and Consultation

- a) The Service Provider will permit CCA 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 it's control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement.

- b) The Service Provider agrees that the staff providing services pursuant to this agreement will, upon reasonable request, be available for consultation with CCA.

Service Records and Reports

- a) The Service Provider will maintain service records respecting where service is being provided and prepare and submit at such intervals as agreed upon, a report respecting the services being provided pursuant to this contract, acceptable to CCA staff which shall include service data such as statistics on target achievements and such other information as CCA requires.
- b) The Service Provider will also prepare and submit to CCA, annually or at any time upon reasonable request, a comprehensive report outlining the services as provided and requested by CCA.

Financial Records and Reports

- a) The Service Provider 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 CCA staff or such other persons appointed by CCA 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. The Service Provider will retain the records and books referred to in the paragraph for a period of seven (7) years.
- b) The Service Provider will submit to CCA an audited financial statement and reconciliation report with respect to the services provided pursuant to this agreement within four (4) months of the Service Provider's financial year end.
- c) The Service Provider will prepare and submit annual or at any time upon reasonable request a financial report in such form and containing such information as CCA may require

Conflict of Interest

The Service Provider, and 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 CCA where such an activity or the provision of such services, creates a conflict of interest with the provision of services pursuant to the contract.

Indemnification

The Service Provider will, both during and following the term of this contract, indemnify and save harmless CCA 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 Services Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

Insurance

The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to CCA in an amount of not less than one million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

- a) Include as an additional insurance "Child Care Algoma" 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 agreement

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

Termination

Either party may terminate this contract in whole or in part with respect to the provision of any particular services 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

Any information collected by CCA/Prince Township Parent Child Resource Centre pursuant to this agreement is subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act*.

Human Rights Code

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

Disposition

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

Laws

The Service Provider agrees that the Service Provide and its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statues, rules, regulations and orders in respect of the performance of this contract.

Service Location

Prince Township, Sault Ste. Marie West, Sault North (Searchmount, Goulais, Heyden, Batchewana)

Method of Evaluation


Along with all required service data elements, workplan completion and financial reconciliation to workplanned targets will be used as evaluation measures. In addition to a monthly narrative report, evaluation of programs and services and consumer satisfaction surveys will be conducted by the CCA.



Prince Township Parent Child Resource Centre
Service Provider Authorized Signature

Reggie Hues

May 16, 2013
Date



Child Care Algoma
Ontario Early Years/Best Start Authorized Signature

Apr 23/13

Date