

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2015-15

Being a by-law to authorize execution by the Mayor and CAO of an agreement between Child Care Algoma and the Prince Township Parent/Child Resource Centre

The Council of the Township of Prince, ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

THAT the Mayor and CAO are hereby authorized to execute and affix the Corporate Seal to an Agreement between Child Care Algoma and the Prince Township Parent/Child Resource Centre, which Agreement is attached hereto as Schedule "A".

2. **SCHEDULE "A"**


Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect as of April 14, 2015.

Passed in Open Council this 14th day of April, 2015.


Mayor, Ken Lamming


CAO/Clerk-Treasurer, Peggy Greco

PURCHASE OF SERVICE AGREEMENT

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 SSM Ontario Early Years Centre/Best Start Hub services, Child Care Algoma has the authority to enter into this contract for the provision of core early years services described in the attached service description schedule.

And as the "The Best Start Hub" for the delivery of the 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 (*see Schedule C*).

THEREFORE THE PARTIES agree as follows;

Service

The Best Start Hub agrees to provide services in accordance with the "2007 Early Learning for Every Child Today Framework (ELECT), the 2013 Ontario Early Years Policy Framework (OEYPF), 2013 Think, Feel, Act and 2014 How Does Learning Happen? documents.

The Best Start Hub agrees to meet program targets set for the Prince Township, Sault Ste. Marie west and North Sault Ste. Marie areas.

Terms

This agreement will be in force from ***April 1st, 2015 to March 31st, 2016***. CCA will provide \$28,946. quarterly for this period (*see schedule A*). In the event that this contract is terminated, the Best Start Hub will refund forthwith to CCA any monies advanced by CCA and not expended in accordance with the approved budget.

The Best Start Hub will incorporate the electronic/digital daily sign in system as a reliable and accountable means to collect utilization data for MEDU. CCA will ensure utilization reports are sent to the Best Start Hub on a monthly basis.

The Best Start Hub agrees to implement the use of the digital referral system (Children's Coordinated Access) to ensure that referrals are made in accordance to the community's request for additional security and accuracy.

Consideration

It is understood that CCA may withhold payments if the Best Start Hub is in breach of its obligation under this agreement.

CCA Access and Consultation

- a) The Best Start Hub will permit CCA staff to enter at reasonable times any premise used by the Best Start Hub 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 agreement.
- b) The Best Start Hub 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 Best Start Hub will maintain service records identifying where services are being provided and prepare and submit at such intervals as agreed upon, a report identifying 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 Best Start Hub will also prepare and submit to CCA, annually (*by April 20th, 2016*) and at any time upon reasonable request, a comprehensive narrative report outlining the services which have been provided.

Financial Records and Reports

- a) The Best Start Hub 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 Best Start Hub will retain the records and books referred to in the paragraph for a period of seven (7) years.
- b) The Best Start Hub will submit to CCA a post audit management letter issued by external auditors.
- c) The Best Start Hub will prepare and submit annual or at any time upon reasonable request an audited financial statement in such form and containing such information as CCA may require.

Conflict of Interest

The Best Start Hub, 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 Best Start Hub will, both during and following the term of this contract, indemnify and save harmless Child Care Algoma 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 Best Start Hub, its directors, officers, employees or volunteers in connection with services provided, purported to be provided or required to be provided by the Best Start Hub pursuant to this agreement.

Insurance

The Best Start Hub 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 two 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 Best Start Hub pursuant to this contract
- b) provide CCA with a certificate of insurance
- c) Contain a cross-liability clause endorsement, and
- d) Contain a clause including liability arising out of the agreement

The Best Start Hub 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 or 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 of the Human Rights Code will be infringed. Breach of this contract is sufficient grounds for cancellation of this contract.

Disposition

The Best Start Hub 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 Best Start Hub agrees that the Best Start Hub 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.

Service Location


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

Method of Evaluation

Along with all required service data elements, workplan completion and financial reconciliation to work planned targets will be used as evaluation measures (*see Schedule B*). In addition to a yearly narrative report, evaluation of programs and services and consumer satisfaction surveys must be conducted by the Best Start Hub and included in the narrative report.



Prince Township Parent Child Resource Centre
The Best Start Hub
Authorized Signature



Date



Prince Township Parent Child Resource Centre
The Best Start Hub
Authorized Signature



Date

Child Care Algoma
Ontario Early Years Centre/Best Start Hub Lead Agency
Authorized Signature

Date