

The Corporation of the Town of Essex

By-Law Number 1932

**Being a by-law to authorize the execution of
an Agreement between**

**The Corporation of the Town of Essex and
The Corporation of the City of Windsor**

Whereas, Section 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And Whereas the Corporation of the Town of Essex desires to enter into an Agreement with The Corporation of the City of Windsor for the 2018/2020 Authorized Recreation and Skill Building Service Contract from January 1, 2018 to December 31, 2020;

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Mayor and Clerk, along with the Manager of Recreation and Culture, be authorized to sign the Agreement attached as Schedule "A" to By-Law Number 1933 between The Corporation of the Town of Essex and The Corporation of the City of Windsor in order to receive Pathway to Potential funding from January 1, 2018 to December 31, 2020.
2. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second, and a third time and finally passed on July 20, 2020.

Mayor

Clerk

June 29, 2020

Cynthia Cakebread
Manager, Recreation & Culture
The Corporation of the Town of Essex
242 Talbot Street North
Essex, ON, N8M 2E1

Dear Ms. Cakebread:

Re: 2018/2020 Authorized Recreation and Skill Building Service Contract for the Corporation of the Town of Essex


Enclosed, please find three copies of the 2018/2020 Authorized Recreation and Skill Building Service Contract between the Corporation of the Town of Essex and the Corporation of the City of Windsor with an effective date of January 1, 2018.

Please have the three copies of the 2018/2020 Authorized Recreation and Skill Building Service Contract signed and sealed (or witnessed) by the authorized signing officer(s) of your organization. All three copies must be returned for final execution to the attention of Tricia Brisebois, Supervisor, Program & Policy, at the address indicated at the bottom of the page.

When all three copies of the Authorized Recreation and Skill Building Service Contract documents have been fully executed, a copy will be returned to you for your organization's record purposes.

Should you have any questions regarding the processing of these 2018/2020 Authorized Recreation and Skill Building Service Contract documents, please contact me at (519) 255-5200 Ext. 5265

Yours truly,



Tricia Brisebois
Supervisor, Program & Policy

Enclosures (3)
c.c. File

SERVICE AGREEMENT

Basic Provisions: Children's Services

B-1. The following are certain basic provisions of this Agreement, which are part of this Agreement, and which are correspondingly referred to in the General Provisions, Special Provisions and Schedules of this Agreement:

Item	Provision
(a) Name & Address of Corporation:	THE CORPORATION OF THE CITY OF WINDSOR Att'n: Community Development and Health Commissioner Suite 301 400 City Hall Square East Windsor, Ontario, N9A 7K6
(b) Name & Address of Service Provider:	THE CORPORATION OF THE TOWN OF ESSEX Att'n: Manager of Recreation 33 Talbot St. S. Essex, Ontario, N8M 1A8
(c) Initial Signing date:	March 10, 2020
(d) Authorization:	Council Resolution: CR564/2017
(e) Term:	January 1, 2018 – December 31, 2020
(f) Commencement Date:	January 1, 2018

B-2. This Agreement consists of these Basic Provisions, the attached General Provisions, Special Provisions and Schedules, as well as any other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.

B-3. In the event of any inconsistency or conflict in this Agreement between the Basic Provisions, Special Provisions, General Provisions and Schedules, then the terms, covenants and conditions of this Agreement shall prevail in the following order:

- (a) Basic Provisions
- (b) Special Provisions
- (c) Schedules
- (d) General Provisions

Amendments bearing later dates shall prevail within each of the above noted categories of this Agreement.

B-4. Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf respectively.

SIGNED, SEALED AND DELIVERED

Authority
CR564/2017
Approved as to
Form & Content

KT

Legal Counsel

Authority
CR564/2017
Approved as to
Technical Content

DC

Executive Director
of Housing &
Children's Services

Authority
CR564/2017
Approved as to
Financial Content

[Signature]

City Treasurer and
CFO

THE CORPORATION OF THE CITY OF WINDSOR

Signature: _____

Name: Jelena Payne

Title: Community Development and Health
Commissioner OR CAO

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF ESSEX

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

I have the authority to bind the Corporation

APPROVED BY THE CHIEF
ADMINISTRATIVE OFFICER

(The Corporation of the City of Windsor)
THIS ____ DAY OF _____, ____

(Second signature by CAO only required if the
net City contribution relative to the
Service Contract exceeds \$150,000.00 or is in excess of
\$1,000,000.00 gross contribution.)

SPECIAL PROVISIONS

AUTHORIZED RECREATION AND SKILL BUILDING PROGRAMS

1.0 INTERPRETATION

1.1 In this Agreement,

- a) “Absence Policy” means the policy outlined in Schedule “F”.
- b) “Act” means the *Child Care and Early Years Act, 2014*.
- c) “Assessed Parent Contribution” means the fee payable to the Service Provider by the Parent or Guardian of a Subsidized Child determined in accordance with the Regulations.
- d) “Child” means a person who is younger than 13 years old, and “Children” means more than one of them.
- e) “Child with Special Needs” means a child whose cognitive, physical, social, emotional or communicative needs, or those whose needs relating to overall development, such a nature that the additional supports are required for the child, and "Children with Special Needs" means more than one of them.
- f) “CMSM” means the consolidated municipal service manager designated by the Regulations as the service system manager.
- g) “College” means the College of Early Childhood Educators.
- h) “Corporation” means the Corporation set out in paragraph B-1(a) of this Agreement.
- i) “Corporate Staff” means the staff of the Corporation authorized to exercise the rights and perform the duties of the Corporation under this Agreement.
- j) “Emergency” means an urgent or pressing situation in which immediate action is required to ensure the safety of Children and adults in a Recreation Program.
- k) “Full-day” means six (6) or more hours of consecutive Child Care Services.
- l) “Funding Streams” has the meaning ascribed to it in section 2.3 herein.
- m) “Inclusion, Access and Equity Policy” means the policy as outlined in Schedule “E”.
- n) “Ministry” means the Ministry of Education.
- o) “Parent” or “Guardian” means a person having lawful custody of a Child or a person who has demonstrated a settled intention to treat a Child as a child of his or her family.
- p) “Part-day” means less than six (6) hours of consecutive Child Care Services.
- q) “Per Diem Rate Structure” has the meaning ascribed to it in section 4.23.1 herein.
- r) “Person in Need” means a person who is eligible for assistance on the basis of their adjusted net income.

- s) "RECE" means an Early Childhood Educator registered with the College.
- t) "Record of Attendance" means the record of attendance outlined in Schedule "C".
- u) "Recreation Fee Subsidy" means the provision of financial assistance paid for by the Corporation for a Subsidized Child.
- v) "Recreation Program" means a program that meets the following criteria:
 - a. the primary purpose is to provide child care;
 - b. the program includes, as a complimentary purpose, activities that promote recreational, artistic, musical or athletic skills or provides religious, cultural or linguistic instruction;
 - c. the program is not operated at a person's home;
 - d. the child care is only provided for children who are four years old or older, or if the care is provided on or after September 1 in a calendar year, will attain the age of four in that calendar year; and
 - e. the program operates on weekdays for no more than one period of three consecutive hours each day.
- w) "Recreation Schedule" means the schedule for Recreation provided to a Subsidized Child and approved by the Corporation in accordance with section 4.8.
- x) "Regulations" means the regulations made under the Act.
- y) "Resource Consultant" means an employee of a community agency qualified to support Children with developmental and/or behavioural needs.
- z) "Serious Occurrence" means:
 - i. Death of a child occurs while participating in a service.
 - ii. An injury to a child participating in a Recreation Program and the child requires professional medical treatment.
 - iii. Alleged abuse or mistreatment of a child occurs while participating in a Recreation Program. This includes all allegations of abuse or mistreatment of children against staff, foster parents, volunteers, or temporary care workers.
 - iv. Child goes missing while participating in a Recreation Program.
 - v. A disaster, such as a fire, on the premises where a Recreation Program is provided.
 - vi. A complaint is made concerning the operational, physical, or safety standards of the service that is considered by the Service Provider to be of a serious nature, including any report of adverse water quality.
 - vii. A complaint is made by or about a child, or any other serious occurrence concerning a child, that is considered by the Service Provider to be of a serious nature.
- aa) "Service Provider" means the Service Provider set out in paragraph B-1(b) of this Agreement.
- bb) "Services" has the meaning ascribed to it in section 3.1 herein.

- cc) “Statutory Holiday” means any one of New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and “Statutory Holidays” means more than one of them.
- dd) “Subsidized Child” has the meaning ascribed to it in section 4.5 herein, and “Subsidized Children” means more than one of them.
- ee) “Subsidized Families” means families with one or more Subsidized Children.
- ff) “WindsorEssexOneHSN” means the online centralized registry for Child Care in Windsor-Essex.

2.0 MINISTRY OF EDUCATION FUNDING

- 2.1 The Service Provider receiving funding from the Corporation shall comply with all of the terms and conditions set out by the Ministry, and contained in the Act, the Regulations, and this Agreement.
- 2.2 The Service Provider may receive funding from the Ministry from more than one Funding Stream.
- 2.3 The various funding streams are as follows (collectively, the “Funding Streams”):
 - a) School-age Recreation Funding. This funding is received from the Corporation in order to purchase Recreation spaces.
 - b) Program Support Funding. This funding is received to support the inclusion of Children with Special Needs in Authorized Recreation and Skill Building Programs.

3.0 SERVICE DESCRIPTION

- 3.1 The Service Provider shall provide the services outlined in Schedule “A” (the “Services”).
- 3.2 In addition to the requirements of Section G-12 of this Agreement, the Service Provider shall have a current and valid Accreditation by the Ontario Camping Association or affiliation with the High Five quality assurance process administered by Parks & Recreation Ontario.
- 3.3 The Service Provider shall submit proof of the following on an annual basis to the Corporation:
 - (i) Verification of registration as a member of the High Five quality assurance process
 - (ii) Verification of at least one High Five self-evaluation submission to Parks and Recreation Ontario. 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). The evaluation must have been completed by a staff member who is trained in the use of High Five QUEST;

- (iii) Verification that at least 75% of program staff have received High Five training (i.e. staff working with children and supervisors of front-line staff);
- (iv) The Corporation will verify that a Recreation Program Service Provider who is seeking a Purchase of Service Agreement has submitted an evaluation.

3.4 Inclusion, Access and Equity Policy

3.4.1 The Service Provider shall provide the Corporation with a copy of their Inclusion, Access and Equity Policy. The content of said policy must meet the requirements as outlined in Schedule "E".

3.4.2 In the event that a Child is not accepted for services by a Recreation Program operated by the Service Provider, the Service Provider shall provide the Corporation with documentation regarding the reasons that demonstrate compliance with the Service Provider's Inclusion, Access and Equity Policy.

3.5 WindsorEssexOneHSN

3.5.1 The Service Provider shall assist the Corporation in promoting WindsorEssexOneHSN by posting a link to WindsorEssexOneHSN's website on the Service Provider's website and including information about WindsorEssexOneHSN on the Service Provider's printed materials, which shall include but not be limited to parent handbooks.

3.5.2 Whenever an application or inquiry is made to the Service Provider regarding Recreation Services, the Service Provider shall direct the applicant to the WindsorEssexOneHSN's website to complete an on-line application for registration.

3.6 Emergency Management

3.6.1 The Service Provider shall have written policies and procedures regarding the management of Emergencies that:

- a. Set out the roles and responsibilities of staff in case of an Emergency;
- b. Require that additional support, including consideration of special medical needs, be provided in respect of any Child or adult who requires the same in the case of an Emergency;
- c. Identify the location of a safe and appropriate off-site meeting place, in case of evacuation;
- d. Set out the procedures that will be followed to ensure the Children's safety and maintain appropriate levels of supervision;
- e. Set out requirements regarding communications with Parents and Guardians;
- f. Set out requirements regarding contacting appropriate local emergency response agencies; and
- g. Address recovery from an Emergency, including,

- i. Requiring that staff, Children and Parents/Guardians be debriefed after the Emergency,
- ii. Setting out how to resume normal operations of the Recreation Program, and
- iii. Setting out how to support Children and staff that may have experienced distress during the Emergency.

3.6.2 Despite section 3.6.1 herein, the Service Provider is not required to have Emergency management policies and procedures described in that section if,

- a. The Recreation Program is located in a school, and the Service Provider uses or adopts the school's Emergency management policies and procedures and those policies and procedures adequately address the same matters as described in section 3.6.1; or
- b. The Service Provider is otherwise required to have a plan that addresses the same matters as described in section 3.6.1.

3.7 Whenever an application is made to the Service Provider for Recreation Services and it appears that the applicant may be a Person in Need the Service Provider shall refer such applicant to the Housing and Children's Services division of the Corporation.

4.0 PAYMENT

- 4.1 Subject to the terms of this Agreement, and provided the Service Provider is in compliance with the terms and conditions contained herein, the Corporation agrees to pay the Service Provider the fees outlined in Schedule "B".
- 4.2 The Service Provider acknowledges that the source of funding provided under this Agreement is the Ministry and nothing in this Agreement shall cause the Corporation to transfer funds in excess of the amount stated in Schedule "B" of this Agreement or to transfer funds if not received by the Corporation from the Ministry. For clarity, if at any time the funding provided by the Ministry is altered, rescinded or terminated, the Corporation reserves the right to terminate this Agreement.
- 4.3 The Service Provider agrees to use the funding received in accordance with section 4.1 for the strict purpose of providing the Services.
- 4.4 Corporate Staff shall determine whether the Parent or Guardian of each Child enrolled in a Recreation Program operated by the Service Provider is a Person in Need.
- 4.5 The Child of a Parent or Guardian determined to be a Person in Need in accordance with section 4.4 herein, shall be referred to as a "Subsidized Child" for the purposes of this Agreement.
- 4.6 Corporate Staff shall also determine the Assessed Parent Contribution payable by the Parent of Guardian of a Subsidized Child.
- 4.7 Collection of the Assessed Parent Contribution shall be the sole responsibility of the Service Provider.
- 4.8 The Corporation shall, in its sole discretion, approve a Recreation Schedule for each Subsidized Child based on the documented needs of his or her Parent or Guardian. Each Recreation Schedule shall include a minimum of two days per week (Full-day or Part-day) based on aforementioned documented needs.

- 4.9 The Service Provider shall not bill the Parent or Guardian of a Subsidized Child additional fees for the cost of the Recreation Services, save for the fees set out in section 4.10 herein, in excess of the Assessed Parent Contribution. Service Providers shall not require Subsidized Families to register or pay for more Recreation Services than approved by the Corporation.
- 4.10 Any surcharges, administration fees or holding fees imposed by the Service Provider, including but not limited to registration fees, late pick-up fees and duplicate tax receipt fees, are the sole responsibility of each Subsidized Child's Parent or Guardian and shall not be paid by the Corporation.
- 4.11 The Service Provider acknowledges that the Corporation in no way warrants or represents that the Service Provider will be guaranteed any minimum number of Children requiring Recreation Services.
- 4.12 The Corporation shall pay the Service Provider, in respect of each Subsidized Child, the cost of providing the Recreation Services in accordance with his or her Recreation Schedule and the approved Per Diem Rates Structure less the Assessed Parent Contribution.
- 4.13 The Service Provider shall submit to the Corporation a monthly Record of Attendance which includes the number of children served within seven (7) business days following the first day of each and every month in the format outlined in Schedule "C" for all Services provided during the previous month in accordance with the Recreation Schedule for each Subsidized Child. Each Record of Attendance shall be processed by the Corporation as they are received.
- 4.14 The Corporation will provide the Service Provider with a monthly cash flow advance equal to seventy-five percent (75%) of the total Recreation Fee Subsidy payable by the Corporation associated with the most recently processed Record of Attendance, provided that the Service Provider has established that Recreation Fee Subsidy has been funded by the Corporation for at least the six (6) most recent consecutive months. The Corporation reserves the right to vary this amount at any time.
- 4.15 The monthly Record of Attendance shall be reconciled with the Recreation Schedule to determine if:
- a. any further Recreation Fee Subsidy is required relative to the previous month's Record of Attendance; or
 - b. recovery of any portion of the Recreation Fee Subsidy relative to the previous month's Record of Attendance.
- 4.16 If additional Recreation Fee Subsidy is required in accordance with section 4.15(a) herein relative to the previous month's Record of Attendance, the Corporation shall tender payment, subject to the other provisions of this Agreement on or before the last day of the month in which the most recent Record of Attendance is received.
- 4.17 If recovery of any portion of the Recreation Fee Subsidy is required relative to the previous month's Record of Attendance in accordance with section 4.15(b) herein, the Corporation shall reduce the next monthly cash flow by an amount equal to the difference in the previous month's Record of Attendance and the Recreation Schedule approved for said Subsidized Child.
- 4.18 Provided the Service Provider is in compliance with the terms and conditions of this Agreement, the Corporation agrees to pay the Service Provider the cost

of providing Recreation Services for each Subsidized Child, less the Assessed Parent Contribution based on the Recreation Schedule.

- 4.19 The Corporation shall be responsible for payments of Recreation Fee Subsidy in accordance with the Absence Policy in Schedule "F".
- 4.20 The Service Provider shall follow the Absence Policy as outlined in Schedule "F".
- 4.21 In the event a Recreation Program operated by the Service Provider closes due to inclement weather, i.e. a snow storm, the Service Provider shall not charge Recreation Fee Subsidy to the Corporation for such closure days. Such closure days shall be shown on the Record of Attendance as "Non-Paid" days.
- 4.22 Statutory Holidays
 - 4.22.1 The Service Provider can claim Recreation Fee Subsidy for Statutory Holidays that occur while a Subsidized Child is attending a Recreation Program. This includes Statutory Holidays that occur during Christmas Break periods, provided that it is the normal practice of the Service Provider to bill their full-fee-paying customers for such Statutory Holidays.
 - 4.22.2 In order for the Service Provider to receive Recreation Fee Subsidy from the Corporation for Statutory Holidays, the Subsidized Child must be attending the Recreation Program the week of the Statutory Holiday in accordance with the Recreation Schedule. The Corporation shall also need to be satisfied that the Subsidized Child would have otherwise attended the Recreation Program that day, if not for the Statutory Holiday occurring.
- 4.23 Per Diem Rates and Budget Schedule
 - 4.23.1 The Service Provider shall accept Recreation Fee Subsidy from the Corporation in accordance with the negotiated per diem rate structure listed in Schedule "B" (the "Per Diem Rate Structure") as full payment for each Subsidized Child, less the Assessed Parent Contribution.
 - 4.23.2 If the Service Provider is seeking changes to the Per Diem Rate Structure for Subsidized Families, the Service Provider will be required to submit:
 - a. a letter of request for the changes to the Per Diem Rate Structure at least 60 days in advance of the implementation date of the new per diem rate;
 - b. a schedule showing the current per diem rates for both subsidized and full-fee-paying families and the effective date of same; and
 - c. a schedule showing the new per diem rates for both the subsidized and full-fee-paying families and the effective date for same.
 - 4.23.3 The Service Provider shall sign a revised Schedule "B" confirming that the Per Diem Rate Structure being approved for each Subsidized Family is the same as or lower than the rates payable for full-fee-paying families for comparable Recreation Services.
- 4.24 If the Service Provider informs the Corporation of any unpaid Assessed Parent Contribution requirements relative to a Subsidized Child's last month of subsidized enrolment at a Recreation Program at the time the Subsidized Child is withdrawn and subsidy is terminated, the debt will be noted in the Parent or Guardian's subsidy file or by the Corporation. Should the Parent or Guardian reapply for subsidy at a later date, the Parent or Guardian will be required to make repayment arrangements that are deemed to be reasonable by the

Corporation to address the outstanding account related to each Subsidized Child's last month of subsidized enrolment, before Recreation Fee Subsidy will be approved or reinstated by the Corporation.

- 4.25 The Corporation may at its option withhold payment of any amount of Recreation Fee Subsidy payable under this Agreement if not eligible for subsidy by the Ministry under the Act.

5.0 TERMINATION AND WITHDRAWAL OF CHILDREN

- 5.1 Where the Corporation is aware of the forthcoming withdrawal of a Subsidized Child's enrollment at a Recreation Program operated by the Service Provider, the Corporation shall provide the Service Provider with two weeks' prior notice of withdrawal of Recreation Fee Subsidy funding for said Subsidized Child. Where a Subsidized Child is withdrawn from the Recreation Program prior to the expiration of the two weeks' notice period, the Recreation Fee Subsidy charges payable by the Corporation shall be pro-rated for each approved Subsidized Child involved up to the date of withdrawal.
- 5.2 Each Subsidized Child who attends the Service Provider's Recreation Program beyond the termination date as outlined in the Recreation Schedule (the "Termination Date") shall be deemed full fee paying effective the first day following the Termination Date.
- 5.3 Where the Service Provider is aware of a forthcoming withdrawal of a Subsidized Child, notification in writing shall be given by the Service Provider to the Corporation immediately.
- 5.4 Where a Subsidized Child's enrollment is withdrawn without prior notice by the Parent or Guardian to the Service Provider, a maximum of two weeks of Recreation Fee Subsidy, based on the Subsidized Child's Recreation Schedule, shall be paid by the Corporation to the Service Provider from the last day of attendance. In the case of the vacancy being filled by another Subsidized Child (the "Replacing Child"), the aforementioned Recreation Fee Subsidy will be paid by the Corporation to the Service Provider up to the start of the placement of the Replacing Child, should the type of Child Care being provided to the Replacing Child have not otherwise been available.
- 5.5 The two weeks' of Recreation Fee Subsidy payable in accordance with section 5.4 herein shall only be paid by the Corporation should the established Termination Date be later than the expiration of the two weeks' notice of withdrawal.
- 5.6 Upon a Subsidized Child failing to attend the Service Provider's Recreation Program for one (1) consecutive week without prior written notification of the Subsidized Child's absence to the Service Provider by his or her Parent or Guardian, the Service Provider shall provide the Subsidized Child and his or her Parent or Guardian with two weeks' notice of termination of enrollment at the Service Provider's Recreation Program. If a Service Provider requests payment of Recreation Fee Subsidy from the Corporation for the one week of non-attendance period immediately preceding the two weeks' notice period, payment of Recreation Fee Subsidy of that week will be subject to availability of sufficient absence days in accordance with the Absence Policy in Schedule "F".
- 5.7 Sections 5.4 and 5.5 are not applicable if the Service Provider terminates Child Care Services without notice.
- 5.8 In the event that a Subsidized Child's enrollment at a Recreation Program is terminated by the Service Provider, the Service Provider shall provide the Corporation with documentation regarding the reasons that demonstrate compliance with the Service Provider's Inclusion, Access and Equity Policy.
- 5.9 In the event that a Subsidized Child does not commence attendance at the Service Provider's Recreation Program in accordance with his or her Recreation Schedule,

and the Parent or Guardian of said Subsidized Child does not provide the Service Provider with at least one week's prior notice that the Subsidized Child's enrollment at the Recreation Program is no longer required, a maximum of two weeks' of Recreation Fee Subsidy shall be paid by the Corporation to the Service Provider.

- 5.10** All fees to be paid for withdrawal of a Subsidized Child's Child Care Services without notice shall be determined by the Corporation.

6.0 TERMINATION OF THE AGREEMENT

- 6.1** This Agreement may be terminated by either party, in the event that no Subsidized Children are enrolled at a Child Care Centre operated by the Service Provider for the duration of the Term of this Agreement.
- 6.2** When a Service Provider does not meet the requirements of the Act, the Corporation will promptly notify the appropriate program adviser. Any revision to the Service Provider's License status due to contravention of the Act or the Regulations may lead to the automatic termination of this Agreement by the Corporation, in its sole discretion.
- 6.3** If in the opinion of the Corporation the Service Provider fails to comply with any of the terms of this Agreement, and the Corporation gives to the Service Provider written notice of the non-compliance, and the Service Provider fails to remedy the breach within twenty (20) days of the written notice being given, then the Corporation may forthwith terminate this Agreement without any further notice to the Service Provider upon the expiry of the said twenty (20) days.
- 6.4** The Corporation may terminate this Agreement for any reason and at any time upon providing sixty (60) days written notice to the Corporation.

7.0 RECORDS, INVOICES AND REPORTING REQUIREMENTS

- 7.1** The Service Provider shall keep accurate records of all Services provided, including but not limited to all records set out herein, daily attendance logs, receipts for Services and payroll records, and shall supply to the Corporation any information from these records that the Corporation may request.
- 7.2** The Service Provider shall assist the Corporation in determining whether a Parent or Guardian is a Person in Need in accordance with section 4.5 herein by providing the Corporation with all relevant information within its knowledge or control.
- 7.3** The Service Provider shall submit to the Corporation all required records, reports and invoices for fees outlined in section 7.1 herein in a form satisfactory to the Corporation.
- 7.4** The Service Provider shall submit invoices for payment of Recreation Fee Subsidy in the format of the Record of Attendance in Schedule "C".
- 7.5** The Corporation shall review all Records of Attendance and invoices for approval and processing of payment in accordance with the terms of this Agreement.
- 7.6** The Record of Attendance shall be supported by such substantiating documentation as may be required by the Corporation, which shall include but not be limited to:
- a. Daily attendance log; and
 - b. Parental fees.

- 7.7 The Service Provider shall maintain financial records and books of account respecting Services provided for each Recreation Program where Services are being provided and will allow Corporate Staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- 7.8 The Corporation requires the Service Provider to submit reports outlined in Schedule "D" for any of the Funding Streams identified herein.
- 7.9 The Corporation requires the Service Provider to submit Serious Occurrence Reports to the Corporation as outlined in Schedule G.

8.0 ACCESS

- 8.1 The Service Provider shall allow designated representatives of the Corporation to conduct on-site visits and funding and program reviews within each of its Recreation Programs.
- 8.2 The Service Provider shall provide reasonable access to a Resource Consultant for each Subsidized Child enrolled at one of its Recreation Programs with special needs. The Resource Consultant may schedule regular visits and provide support which shall include but not be limited to:
- a. Early identification and intervention;
 - b. Individual and program consultation;
 - c. Training and coaching to staff;
 - d. Consultative/intensive resource support, as required;
 - e. Program adaptations and modifications; and
 - f. Service coordination.

9.0 DISPOSITION OF EQUIPMENT/FURNISHINGS

- 9.1 The Service Provider shall not sell, change the use or otherwise dispose of any item, furnishing, or equipment purchased with any amount of Recreation Fee Subsidy received from the Corporation which were made available from the Ministry, pursuant to this Agreement, without the written consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

10.0 FRENCH LANGUAGE SERVICES

- 10.1 The Service Provider shall:
- a. Ensure Services are made available in French; and
 - b. Notify the public (through signs, notices, other information on services, and initiation of communication in French) that Services provided to and communications with the public in connection with Services are available in French.
- 10.2 The Service Provider shall provide verification that Services are available in French and complete an Annual French Language Services Report provided in Schedule "H" or other format as modified and required by the Corporation.

11.0 COMMUNICATION PROTOCOL REQUIREMENTS

11.1 The Corporation and the Service Provider acknowledge and agree as follows:

a) The Service Provider should not issue a news release or any other public communication directed at media regarding major child care and early years investments, without first contacting the Corporation about their plan to publicly communicate these major child care and early years investments. The Corporation is responsible for:

1. Publically recognizing the Ministry's role in providing funding; and
2. Inviting the Minister responsible for Early Years and Child Care (the "Minister") to attend any events related to their investment announcement.

b) For all events relating to major child care and early years investments, the Service Provider must notify the Corporation as early as possible.

c) Prior to the Service Provider making any media-focused communications of any kind, written or oral, relating to the expansion plan, child care and early years funding, they must first advise the Corporation. This includes but is not limited to any report, announcement, speech, advertisement, publicity, promotional material, brochure, audio-visual material, web communications or any other public communications.

SCHEDULE “A”

SERVICE DESCRIPTION-CHILDREN’S SERVICES

School Age Recreation Programs

The Services, which the Service Provider shall provide on behalf of and for, the Corporation, are as follows:

The Service Provider shall provide Recreation Programs for Subsidized Children in accordance with the Per Diem Rate Structure outlined in Schedule “B”.

The Service Provider shall provide Recreation Programs for some or all of the following age groupings:

Age Grouping	Ratio of staff to Children	Maximum number of Children in group
Primary/Junior School Age (68 months or older but younger than 13 yrs.) (> 5.7 < 13 yrs.)	1:15	30

The Service Provider shall promote the health, safety, and well-being of all Children accessing Recreation Programs at each of its Recreation Program Locations.

The Service Provider shall ensure that at each location where Recreation Programs are provided, the children are cared for in a healthy environment with access to water, toilets, telephone and first-aid kit. There must be procedures for the regular cleaning and maintenance of the facility, and routine checks to ensure safety.

The Service Provider shall provide high quality experiences with positive outcomes that support Children’s learning and development and that are consistent with the Ministry’s policy statement on programming and pedagogy as outlined in the Regulations.

The Service Provider shall respond to the needs of the community by providing services which shall include but not be limited to the following:

- Providing services both for Subsidized Families and full-fee paying families;
- Providing a range of service options to support Parents and Guardians who are working or going to school, such as options that accommodate a varied work and/or school schedule.

The Service Provider shall respect equity, inclusiveness and diversity in communities and the particular qualities of the following which shall include but not be limited to:

- Aboriginal, First Nations, Métis, and Inuit communities;
- Children with special needs;
- Francophone communities;
- Urban, rural, remote and northern communities.

The Service Provider shall ensure that it adheres to meet all requirements and recommendations of the Act, in particular to staff, which shall include but not be limited to:

- Vulnerable Sector Check
 - A policy must be in place requiring vulnerable sector checks to be completed for all successful candidates for full-time, part-time, or volunteer positions who will have direct contact with children, as per the Ministry policy for all licensed/funded agencies prior to interacting 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 children may be expected (e.g. Cook, Driver, etc.). This policy should outline how frequently the vulnerable sector check should be renewed.

- First Aid/CPR
 - All staff must have current and valid First Aid/CPR.
- Duty to Report
 - A policy ensuring that child abuse is reported must be in place.
- Adult Supervision
 - On-site adult supervision at all times. Groups of Children may be supervised directly by a staff member or volunteer who is 16 or 17 years of age, provided that at least one adult (18 or older) is on site and that the adult is easy to locate in the event of any emergency.
 - Staff Qualifications
 - The Service Provider shall ensure that all staff have received adequate and appropriate training prior to working with the Children.
 - The Service Provider shall provide opportunities for ongoing learning for staff.
 - The Service Provider shall ensure that staff has one or more of the following qualifications:
 - a) *Recreation Program Supervisors*
 - (i) A diploma from a Recreational Leadership Program
 - (ii) A diploma from a Child and Youth Worker Program
 - (iii) An Early Childhood Education Diploma
 - (iv) A Bachelor of Education
 - (v) A minimum of two years proven previous experience working with Children in a supervised group setting
 - (vi) Supervisory and administrative experience
 - b) *Senior Staff*
 - (i) A diploma in recreation
 - (ii) An Early Childhood Education diploma
 - (iii) A minimum of one year proven previous experience working with Children in a supervised group setting
 - c) *Junior Staff* should have some previous experience working with children in a group setting and have High Five training.

The Service Provide shall ensure that the following written policies and procedures are developed and all staff are adequately trained on such policies and procedures:

- *Safe Arrival/Safe Dismissal of Each Child Enrolled*
At a minimum these should include a:
 - Daily sign-in/sign-out procedure 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 the Parent if a Child has not arrived by a certain time, etc.);
 - Process by which Parents must inform the program in writing of who is or who is not allowed to pick up their Children; and
 - Process by which Parents must give their written consent for Children of any age to sign themselves in and out.
- *Health and Medical Supervision*
At a minimum these should include a:
 - Policy to ensure a first-aid kit and first-aid manual that is readily available for first-aid treatment to each Child being serviced.

- Procedure for the dispensing of any drug or medication to an enrolled Child in attendance; the storage of any drug or medication; and the managing of Children who are sick.
 - Plans for Children with Special Needs or medical concerns including:
 - (i) Working with Parents to reduce risks and identify supports to accommodate needs of Children
 - (ii) Description of any supports, aids, or medical devices and instructions for use
 - (iii) Procedures to follow when responding to changes in health or medical condition (e.g. seizure, allergic reaction)
 - (iv) Additional considerations where Children may be off-site (e.g. field trip, evacuation)
- *Child Guidance*
At a minimum these should include a:
 - Policies and procedures in place with respect to discipline measures to be used in locations where Recreation Programs are provided. Discipline measures shall not include: Corporal punishment of a Child; deliberately harsh or degrading measures that would humiliate a Child or undermine a Child's self-respect; or deprivation of a Child of basic needs including food, water, shelter, or clothing.
 - The Child guidance policies and procedures must be reviewed with all staff including students and volunteers at the time of their initial employment and at least annually thereafter.
 - Policies and procedures must also be in place with respect to actions to be taken if staff contravenes the Service Provider's Child Guidance Policies.
- Nutrition, Safe Food Handling and Sanitation
Where food is served, the Service Provider will, at a minimum, include a:
 - Staff that holds current food handler certification
 - Policy to ensure the safe storage and preparation of food in order to prevent food-borne illnesses
 - Policy to ensure the adherence to local public health guidelines for sanitary practices
 - Policy to ensure that food served meets the guidelines set out in Canada's Food Guide
- Equipment and Facilities Health and Safety
At a minimum these should include a:
 - Policy to ensure materials, equipment, and furnishings are maintained in a safe and clean condition and kept in a good state of repair
 - Policy to ensure hazardous and toxic materials and medications are not accessible by children
 - Policy to ensure that any outdoor space that is used is safe and free of hazards

SCHEDULE B**Recreation Fee Subsidy Per Diem Rate Structure
THE CORPORATION OF THE TOWN OF ESSEX**

- (a) The Corporation, subject to Ministry approved funding, agrees to pay the Service Provider a per diem amount for Recreation Program Services provided to each Subsidized Child. The per diem rate shall be in an amount and for such periods of time, as may be mutually agreed upon by the Corporation and the Service Provider and so may be amended from time to time during the period of this Agreement. The amount of the per diem rate and the number of days per month for which the rate is payable for each Subsidized Child will be specified in his or her Recreation Schedule.
- (b) The maximum per diem rate for Recreation Program Services, provided pursuant to this Agreement shall be in accordance with the chart listed below. The per diem rate is subject to change pending notification from the Service Provider and upon approval by the Corporation.

Effective: October 1st, 2017**AGE GROUP AND TYPE OF CARE****PER DIEM RATE**

SCHOOL AGE – Full Day (Day Camp)

\$29.00

Effective: July 1st, 2018**AGE GROUP AND TYPE OF CARE****PER DIEM RATE**

SCHOOL AGE – Full Day (Day Camp)

\$34.00

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE CITY OF
) WINDSOR

Authority
CR564/2017

Approved as to
Technical Content

OC

Executive Director
Housing and
Children's
Services

) Name: Jelena Payne

1) Title: Community Development and Health
Commissioner or CAO

_____) I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF
ESSEX

Authority
CR564/2017
Approved as to
Financial Content
City Treasurer
and CFO
Fm

) Signature: _____

) Name: _____

1) Title: _____

) Signature: _____

) Name: _____

) Title: _____


3) I/We have the authority to bind the
4 Corporation

**APPROVED BY THE CHIEF
ADMINISTRATIVE OFFICER**

(The Corporation of the City of Windsor)
THIS _____ DAY OF _____,

(Second signature by CAO only required if the net City contribution relative to the Service Contract exceeds \$150,000.00 or is in excess of 1,000,000.00 gross contribution)

Version: F-10/10/2019

THE CITY OF
WINDSOR

The Corporation of the City of Windsor

Year
2019

Budget Schedule
Face Sheet

Organization Name:
The Corporation of the Town of Essex

Contact Information:
Name: Cynthia Cakebread
Address: 242 Talbot Street North
Position: Manager, Recreation & Culture
Phone Number: (519) 776-8992
Fax Number: (519) 776-9528
Commencement Date: January 1st 2019
Amendment Number: 0
Amendment Date:
City/County: County

Service Name(s)

2019
Fiscal Funding/
Funding Allocated
4,177.07
27,941.37

Child Care Subsidy (Fee Subsidy) (Demand Driven -Subject to Reconciliation)
Program Support - SNR (Demand Driven - Subject to Reconciliation)

TOTAL FUNDING

\$ 32,118.44

Authority
CR564/2017

Operator Authorized Signature(s)

Signature _____ Date _____
Signature _____ Date _____
Corporation Authorized Signature(s)

Signature _____ Date _____
Signature _____ Date _____
Community Development and Health Commissioner

Authority
CR564/2017
Approved as to
Technical Content
Approved as to
Financial Content
Executive Director of
Housing & Children's Services
City Treasurer
and CFO

Service Targets

Organization Name: The Corporation of the Town of Essex														
Service Targets		Child Care Subsidy (Fee Subsidy) (Demand Driven - Subject to Reconciliation)	Program Support - SRR (Demand Driven - Subject to Reconciliation)											
1	Service Data		# of New Children Served (0-3 Y)											
	Target		5											
2	Service Data		# of New Children Served (5-17)											
	Target		10											
3	Service Data		Total # of New Children Served											
	Target		15											
4	Service Data		Avg # Child Served (0-5 Y)											
	Target													
5	Service Data		Avg # Child Served (5-17)											
	Target													
6	Service Data		# of FTE Staff											
	Target													
7	Service Data													
	Target													
8	Service Data													
	Target													
9	Service Data													
	Target													
10	Service Data													
	Target													
11	Service Data													
	Target													
Operator Authorized Signature				Corporation Authorized Signature				Amendment #: 0						Date:
Signature				Signature				Signature						Date

SCHEDULE "C"

INVOICE - RECORD OF ATTENDANCE - CHILDREN'S SERVICES

CCMS - Ontario Child Care Management System

Home

Attendance

Special Purpose Expenses

Admin

Help

Edit Site Attendance - Module 4 - Carnation Child Care Centre - July 2014

Completed By:

Not Completed

Date Completed:

Verified By:

Not Verified

Date Verified:

Children (* - Attendance not updated)

All

<<

A

C

D

J

K

M

R

>>

?

Search

Clear

SAMPLE

1

	Child ID	Name	Age	Care Code	Approval Rate	Parent Contrib.	Munl. Contrib.	P	V	S	A	W	H	N
Select*	CLARK25061304	Clarke - Module 4, Cathy	1y 1m	CIFD	\$45.00	\$3.00	\$42.00	12	0	0	0	0	0	0
Select*	DAVIE31071301	Davies - Module 4, Dale	1y 0m	CIFD	\$45.00	\$3.75	\$41.25	22	0	0	0	0	1	0
Select*	ADAMS28011001	Adams - Module 4, Abby	4y 6m	CPFD	\$35.00	\$3.00	\$32.00	22	0	0	0	0	1	0
Select*	MCLEO05030414	McLeod - Module 4, Mackenzie	10y 4m	CSABA	\$15.00	\$0.00	\$15.00	21	0	0	0	0	1	0
Select*	JENKI14010411	Jenkins - Module 4, Jacob	10y 6m	CSABS	\$10.00	\$0.00	\$10.00	22	0	0	0	0	1	0
Select*	MCLEO05030414	McLeod - Module 4, Mackenzie	10y 4m	CSAFD	\$30.00	\$0.00	\$30.00	1	0	0	0	0	0	0
Select*	RICHA28111201	Richards - Module 4, Randy	1y 8m	CTFD	\$40.00	\$0.00	\$40.00	22	0	0	0	0	1	0
Select*	XADWE01011202	Kadwell - Module 4, Kara	2y 6m	NURS	\$18.00	\$2.50	\$15.50	22	0	0	0	0	1	0

1

Vacancies

Infant:

1

Toddler:

0

Preschool:

0

JK:

0

SK:

1

School Age:

3

Comments

Centre was closed July 3rd and 4th due to flooding.

Save

Cancel

Preview Attendance

Complete

SCHEDULE “D”

REPORTS

The Service Provider shall 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 Corporation’s staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

The Corporation requires the following reports if the Service Provider is receiving any type of Funding identified within the “Funding Streams” identified in Section 2.3 of the Special Provisions that forms part of this Agreement.

Annual Reporting Requirements	
Report Type	Due Date
<p>Statement of Revenue and Expenditure Report (“SRER”):</p> <ul style="list-style-type: none">• Based on January 1 to December 31 contract year.• Includes the breakdown of expenditures and revenues related to funding provided by the Corporation.• Service Provider verification that all requirements as explained in Agreement have been adhered to.• The SRER must be submitted with a “Review Engagement Report” prepared in accordance with the Canadian generally accepted standards for review engagements. <p>NOTE: The SRER submission may be subject to an audit by the Corporation.</p>	<p>Earlier of 90 days from December 31st or the termination of the Agreement</p>

The Corporation requires the Service Provider to sign-off on the SRER in order to verify that:

- All funding provided by the Corporation was used for the intended purpose as outlined in the Agreement.
- Eligible Expenditures shall only be applied to the Funding Stream in accordance to the terms and conditions set out for the Funding Stream.
- Funding and/or expenditures from other sources have not been included in the SRER
- Shared costs have been properly apportioned to the correct Funding Stream.
- Eligible expenditures may only include actual costs to the Service Provider, less any costs (including taxes) for which the Service Provider has received, will receive, or is eligible to receive a rebate, credit, or refund.

RECOVERIES:

- The SRER will form the basis of the Corporation's reconciliation process. Any unused funds identified will be recoverable from Service Provider s.
- The Service Provider shall retain and preserve all the Service Provider's records related to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be. The Service Provider shall not dispose of any records related to this Agreement before the expiration of any such period without the prior written consent of the Corporation, which consent may or may not be given in the Corporation's sole discretion, subject to such conditions as the Corporation deems advisable. For greater certainty, the obligations of the Service Provider under this Section shall survive the termination or expiration of this Agreement.
- The Service Provider shall prepare and submit to the Corporation for each quarter or at any other time upon reasonable request, a financial report containing such information as the Corporation may require, in a form acceptable to the Corporation.
- The Service Provider shall adhere to any additional financial reporting requirements specified by the Corporation. In the event that such financial reports are not submitted as required, then the Corporation will withhold payment to the Licensee/Service Provider until the financial reports are submitted.
- The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures.

Note: Revenues and Expenditures shall be reported using the modified accrual basis of accounting in their "SRER".

Modified Accrual Basis of Accounting:

The modified accrual accounting requires the inclusion of short-term accruals of normal operating expenditures in the determination of operating results for a given time period. Short-term accruals are defined as payable usually within 30 days of year-end.

The modified accrual basis of accounting does not recognize non-cash transactions such as amortization, charges/appropriations to reserves or allowances as these expenditures do not represent an actual cash expenditure related to the current period.

Under modified accrual accounting, expenditures that would be amortized under full accrual accounting must be recognized as expenditures in the budget year the goods or services are received.

Expenditures made once a year (e.g. property taxes, insurance) must be recorded in one of the following two methods:

1. Expenditures will be charged to the period in which they are paid.
2. The part of the expenditure that applies to the current year will be expensed in that year.

Either method of accounting for expenditures made once a year is acceptable. However, the selected method must be consistent from year to year.

All expenditures arising from transactions not conducted at arm's length from the Service Provider must receive prior approval from the Corporation.

Sample Review Engagement Report (Page 1 of 2)

REVIEW ENGAGEMENT REPORT TO

THE CORPORATION OF THE CITY OF WINDSOR

We have reviewed the Service Provider's Statement of Revenue and Expenditure Report of (Insert Service Provider Name) for the year ended December 31, 20__ to meet the financial reporting requirements to the Corporation of the City of Windsor in accordance with the Children's Services Funding Provisions Terms & Conditions for Service Provider s applicable for the year ended December 31, 20__. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of enquiry, analytical procedures and discussion related to information supplied to us by the Service Provider.

A review does not constitute an audit and, consequently, we do not express an audit opinion on this financial information.

Based on our review, nothing has come to our attention that causes us to believe that this financial information is not, in all material aspects, in accordance with the Children's Services Funding Provisions Terms & Conditions for Service Provider s applicable for the year ending December 31, 20__.

The Service Provider's Statement of Revenue and Expenditure Report has not been, and was not intended to be prepared in accordance with (Insert financial reporting provisions), are solely for the information and use of the (Insert Service Provider Name) and the Corporation of the City of Windsor for the stated purpose, and are not intended to be and should not be used by anyone other than the specified users, or for any other purposes.

Chartered Accountants, Licensed Public Accountants

(Date)

THE (SERVICE PROVIDER)

Children's Services Program

Notes to Statement of Revenue and Expenditures

Year ended December 31, 20__

The (Service Provider) has a Children's Services contract with the Corporation of the City of Windsor.

1. Significant Accounting Policies

The Statement of Revenues and Expenditures of (Service Provider), pursuant to the guidelines issued by the Corporation of the City of Windsor in the Children's Services Funding Provisions Terms and Conditions for Service Provider s issued in December of 20__. Significant aspects of the accounting policies adopted in the preparation of the Statement of Revenues and Expenditures are as follows:

(a) Revenue recognition:

Revenue is recognized when it is determined to be receivable.

(b) Basis of Accounting:

Ministry reporting is based on modified accrual accounting which forms the basis of funding and is also guided by the admissible/inadmissible expenditures policy.

This method of accounting requires the inclusion of short term accruals of revenue and normal operating expenditures in the determination of operating results for a given time period. Short-term accruals are defined as payable or receivable usually within 30 days of the budget year-end.

The modified accrual basis of accounting, as defined by the ministry, does not recognized non-cash transactions such as amortization, charges/appropriations to reserves or allowances as these expenses do not represent an actual cash expenditure related to the current period.

SCHEDULE "E"

INCLUSION, ACCESS AND EQUITY POLICY - CHILDREN'S SERVICES

POLICY

The Corporation recognizes as the CMSM appointed under the Act, it is the Corporation's responsibility to develop and administer local policies respecting the operation of Recreation Programs.

The Corporation understands that as the CMSM it is the Corporation's responsibility to ensure that the funding is used to support the inclusion of Children with special needs in Recreation Program settings.

This policy acknowledges the commitment by the Corporation to ensure Recreation Programs are accessible to all Children and families.

PURPOSE

The purpose of this policy is to ensure that programs and services in our community reflect Ontario's strategy for special needs services.

"Putting It All Together: A Strategy for Special Needs Services that Makes Sense for Families" is a four Ministry strategy (Ministry of Children and Youth Service, Community and Social Services, Education, and Health and Long Term Care) designed to improve services for children and youth with special needs and their families.

This strategy's vision:

"An Ontario where children and youth with special needs get the timely and effective services they need to participate fully at home, at school, in the community and as they prepare to achieve their goals for adulthood".

The purpose of this policy is to ensure that Recreation Programs in our community reflect Ontario's Vision for the Early Years.

Ontario's Early Years Policy Framework: Our Vision for the Early Years:

"Ontario's children and families are well supported by a system of responsive, high-quality, accessible, and increasing integrated early years programs and services that contribute to healthy child development today and a stronger future tomorrow."

The purpose of this policy is to assist the Service Provider in developing policies that align with the Ministry's program statement on programming and pedagogy.

SCOPE

This policy applies to the Corporation and Corporate Staff.

This policy applies to the Service Provider providing Services under this Agreement.

This policy applies to all Recreation Programs offered by the Service Provider under this Agreement.

This policy applies to all staff employed by the Service Provider.

RESPONSIBILITY

The parties agree that the Corporation:

- Shall ensure that the Service Provider has developed an Inclusion, Access and Equity Policy that aligns with the Ministry's policy statement on programming and pedagogy and the Corporation's *Inclusion, Access, Equity Policy*
- Shall ensure access to Program Support Funding for children ages 0-12 years pending approval of the Levels of Service-Program Support Application
- Shall provide access to professional development that is responsive to expressed needs of staff in Recreation Programs.

The parties agree that the Service Provider:

- Shall ensure that all Children have access to Recreation Programs, regardless of their diverse strengths and needs
- Shall develop policies that promote inclusion and are aligned with the Ministry's policy statement on programming and pedagogy as well as the Corporation's policies as outlined in this Agreement
- Shall provide an environment for staff that supports inclusion
- Shall provide staff access to professional development and training
- Shall include their Inclusion, Access and Equity Policy in its parent handbook
- Shall provide or access physical resources that are important for inclusive practice that include an accessible environment that provides adaptive materials, specialized equipment and a well planned layout
- Shall provide programs that are flexible, responsive, and use current best practices to plan and make decisions
- Shall make every effort to ensure families feel that they belong and are valuable contributors to their Children's learning
- Shall apply for Program Support Funding through the Corporation (4-12 years old, or if the child care is provided on or after September 1 in a calendar year, if the child will attain the age of 4 in that year) if necessary to reduce the child to staff ratio in order to service all Children and families and provide a quality program
- Shall provide the Corporation with written documentation regarding reasons and steps taken that demonstrate compliance with their Inclusion, Access and Equity Policy in the event that a Child is not accepted or is terminated from Recreation Program Services by the Service Provider
- Shall ensure upon approval of Program Support Funding, a written program plan is developed for their age grouping to ensure goals for Children, program expectations, and strategies and in place to provide quality Child Care for all Children

The parties agree that all staff of the Service Provider:

- Shall use a warm, responsive and inclusive approach to build positive relationships with all Children and families
- Shall engage in reciprocal relationships with families and caregivers, learning about, with and from them
- Shall align with the Ministry's policy statement for program development and pedagogy
- Shall ensure upon approval of Program Support Funding, a written program plan is developed for their age grouping to ensure goals for Children, program expectations, and strategies and in place to provide quality child care for all Children
- Shall be committed to ongoing learning

The parties agree that Corporate Staff:

- Shall ensure that when the Service Provider does not accept or terminates Recreation Program Services for a Subsidized Child written documentation is received regarding the reasons and steps taken that demonstrate compliance with its Inclusion, Access and Equity Policy
- Shall complete the Levels of Service-Program Support Application to determine if the Service Provider qualifies for Program Support Funding for Children 4-12 years old, or if the child care is provided on or after September 1 in a calendar year, if the child will attain the age of 4 in that year
- Shall ensure upon approval of Program Support Funding, a written program plan is received from the Service Provider that outlines goals for Children, program expectations, and strategies to provide quality Child Care for all Children
- Shall review the Service Provider's Inclusion, Access and Equity Policy prior to entering into this Agreement to ensure that it aligns with the Ministry's policy statement on programming and pedagogy and the Corporation's *Inclusion, Access, Equity Policy*

GOVERNING RULES AND REGULATIONS

Regulations:

All Inclusion, Access and Equity Policies must be in line with the *Child Care and Early Years Act, 2014* Ontario Regulations 137/15.

SCHEDULE "F"**ABSENCE POLICY - CHILDREN'S SERVICES****POLICY**

The Corporation recognizes as the CMSM appointed under the Act, it is the Corporation's responsibility to develop and administer local policies respecting the operation of Recreation Program Services.

The Corporation understands that as the CMSM, it is the Corporation's responsibility to ensure that Recreation Fee Subsidy is administered in a fiscally responsible manner to meet the needs of the community. In order to ensure that subsidized Recreation Program Services are the level of services that are required, it is expected that Subsidized Children attend Recreation Programs on a regular basis.

PURPOSE

The purpose of this policy is:

- to deal with all forms of absenteeism of Subsidized Children attending Recreation Program operated by the Service Provider;
- to communicate the Corporation's expectations to the Service Provider and the Parents and Guardians of Subsidized Children that all Subsidized Children should be attending Recreation Programs according to his or her Recreation Schedule on a regular basis; and
- to establish a system for measuring and dealing with absenteeism and to treat all Parent and Guardians of Subsidized Children fairly and consistently

This policy shall allow absentee days for Subsidized Children that **exclude** Statutory Holidays. The number of absentee days approved shall be prorated on the basis of the number of months in the calendar year for which Recreation Program Services are approved. A maximum of thirty (30) absentee days will be approved for each Subsidized Child per calendar year, without said Subsidized Child's Parent or Guardian being required to pay the full-fee.

SCOPE

This policy applies to all Subsidized Children enrolled in Recreation Program Services operated by the Service Provider for Full-days or Part-days on an ongoing basis.

This policy does not apply to such short-term care requirements where a Subsidized Child is only enrolled in Recreation Program Services on Professional Activity Days, the March Break period, and/or the Christmas Break period. Recreation Fee Subsidy will only be paid by the Corporation for Subsidized Children for actual days attended.

The Absence Policy includes absentee days for:

- Illness
- Vacation
- Any other unexplained absences by a Subsidized Child.

The Corporation shall not pay subsidy for absence days over the absence day entitlement for each Subsidized Child approved by the Corporation except under exceptional or extraordinary circumstances.

Absence day entitlement shall be transferred with each Subsidized Child from program to program.

RESPONSIBILITY

The parties agree that the Parent or Guardian of a Subsidized Child shall be responsible for the full cost of the Recreation Program Services for any absentee days in excess of the approved number of absentee days allowed for each Subsidized Child for a calendar year up to the maximum of thirty (30) days.

The parties agree that the Service Provider shall be responsible for collecting the fees for the full cost of Recreation Program Services for any absentee days in excess of absentee days approved by the Corporation.

The parties agree that Corporate Staff shall determine the number of absentee days approved prorated on the basis of the number of months in the calendar year for which Recreation Program is approved, up to the maximum of thirty (30) absentee days per calendar year.

The parties agree that the Corporation shall have the ability to waive absence days incurred under exceptional or extraordinary circumstances such as but not limited to:

- Court Ordered visitations/vacations with non-custodial parent
- Hospitalization
- Reoccurring out-of-town medical appointments for treatment by a specialist

SCHEDULE G

Serious Occurrence Reports

Service Providers shall ensure that there are written policies and procedures in place with respect to Serious Occurrences at each site where children are in attendance.

Service Providers are required to report all Serious Occurrences to the Corporation within twenty-four (24) hours of the Serious Occurrence.

Serious Occurrence Reports can be submitted to the Corporation by fax to 519-255-5303 to the attention of the Children's Services Program and Policy Supervisor.

The Service Provider shall provide to the Community Development and Health Services Department, Children's Services Division, a copy of the annual roll up of Serious Occurrence reports once every year at the request of the Supervisor of Program and Policy.

SCHEDULE H

ANNUAL FRENCH LANGUAGES SERVICES REPORT

Service Manager: City of Windsor

Service Provider: _____
Name of Service Provider

This report is to confirm that _____ is providing French Language Services under the Child Care and Early Learning programs funded by the Ministry of Education.

Description of Services:

Please select all items that apply to how you are providing French Language Services.

- ☐ Signage and visibility of available services in French
- ☐ In person services are available in French
- ☐ Written correspondence and telephone service are available in French
- ☐ Translation of written material produced for public use is available in French
- ☐ Other _____ [please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

I declare that the above information is true and complete.

Name: Service Provider

Dated: _____, 20____.

GENERAL PROVISIONS

G-1.0 INTERPRETATION:

G-1.1 In this Agreement,

- a) "Executive Director" means the Executive Director of Housing and Children's Services for the Corporation or a Designate;
- b) "Agreement" means this Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;
- c) "Service Provider" means Service Provider set forth in paragraph B-1(b) of this Agreement.
- d) "Corporation" means The Corporation of the City of Windsor acting as a body corporate;
- e) "Year" means a period of twelve (12) months starting on the Commencement Date in B-1(f) of this Agreement.

G-1.2 All of the provisions of this Agreement are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable, or illegal, then it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force.

G-1.3 Wherever a word importing the singular number only is used in this Agreement, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

G-1.4 This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in the Province of Ontario.

G-1.5 This Agreement constitutes the entire agreement between the Parties concerning the premises and may only be amended or supplemented by an agreement in writing signed by both parties.

G-2.0 ADMINISTRATION OF THIS AGREEMENT

G-2.1 The Service Provider shall deal at all times with the Executive Director or a Designate, and any information, instructions, directions, or assistance required by the Service Provider shall be obtained through the Executive Director or Designate.

G-2.2 Where any approval is required, or any decision must be made under the provisions of this Agreement by the Corporation, such approval or decision will be made by the

Executive Director or Designate.

G-3.0 SERVICE(S)

G-3.1 The Service Provider agrees to provide services in accordance with the attached Service Description Schedules, Budget Schedule(s), and/or Service Data Schedule(s), and in accordance with the policies, guidelines, and requirements of the Corporation of the City of Windsor as communicated to it.

G-3.2 The Service Provider acknowledges that it has been fully advised of and is completely familiar with the nature and purpose of the services to be provided under this Agreement.

G-3.3 The Service Provider represents and warrants that the Service Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the Corporation is relying upon such representation and warranty in entering into this Agreement.

G-4.0 PAYMENT

G-4.1 The Parties to this Agreement hereby acknowledge and agree that the Corporation is purchasing the Services under this Agreement pursuant to funding from the Corporation, provincial government, federal government or a combination thereof as the case may be. If at any time this funding is altered, rescinded or terminated, the Corporation reserves the right to terminate this Agreement. The Parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the Corporation to continue to purchase the Services or similar services from the Service Provider after the end of the term or the termination of this Agreement.

G-4.2 Subject to the provisions of section 4.1 herein, the Corporation shall pay to the Service Provider, for approved expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in the Budget Schedule. The Corporation reserves the right to determine the amounts, times, and manner of such payments.

G-4.3 The Service Provider agrees that any errors or omissions with respect to payments made under the Agreement must be reconciled within ninety (90) days of receipt of the payment by the Service Provider.

G-4.4 The Parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this Agreement is in force. In the event of the budget not being 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 Agreement is terminated.

G-4.5 It is agreed and understood that the Corporation may withhold payment if the Service Provider is in breach of its obligations under this Agreement.

G-4.6 The Corporation reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Service Provider breach its obligations under this Agreement.

G-4.7 It is further agreed and understood that in the event targets are not achieved to the level indicated in the Service Data Schedule, or the Service Provider does not spend monies advanced by the Corporation for the approved services, the Corporation may in the Corporation's sole discretion, require the Service Provider to refund such amounts as may be determined by the Corporation. The Service Provider agrees to return such unspent monies to the Corporation.

G-5.0 **TERM OF AGREEMENT AND TERMINATION OF AGREEMENT**

G-5.1 This Agreement shall be in force for the Term set out in paragraph B-1(e) of this Agreement, or until it is superseded or replaced by a subsequent Agreement.

G.5.2 The Corporation may terminate this Agreement by giving sixty (60) days written notice to the Service Provider. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

G.5.3 In the event that the Service Provider terminates this Agreement, either before the end of the Term, or at the end of the Term, the Service Provider shall give the Corporation 60 days prior written notice. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

G-5.4 That if in the opinion of the Corporation the Service Provider fails to comply with any of the terms of this Agreement, and the Corporation gives to the Service Provider written notice of the non-compliance, and the Service Provider fails to remedy the breach within twenty (20) days of the written notice being given, then the Corporation may forthwith terminate this Agreement without any further notice to the Service Provider upon the expiry of the said twenty (20) days.

G.5.5 In the event that the Service Provider becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases operations, or in the case of a corporation ceases to be a corporation in good standing under the applicable laws of Ontario or Canada, then this agreement shall terminate upon the date of the happening of such an event.

G-5.6 In case of any dispute under this Agreement, the decision of the Executive Director shall be final and binding upon both Parties.

G-5.7 If the Agreement is terminated in part with respect to the provision of a specific service as outlined in the Service Schedules of the Agreement, all obligations with respect to the provision of all other services continue in full force and effect.

G-5.8 In the event of termination, the Service Provider shall refund to the Corporation any money advanced by the Corporation and not expended in accordance with the approved budget.

G-5.9 It is a condition of this Agreement and every agreement entered into in pursuance of the performance of this Agreement that no right under the Human Rights Code, or other applicable Human Rights Policy will be infringed. Breach of this condition is sufficient grounds for the termination of this Agreement.

G-5.10 Any termination of this Agreement shall be without prejudice to any other rights or remedies the Corporation may have at law or equity, and the Service Provider acknowledges that upon termination, the Corporation may re-procure services the same or similar to the services provided pursuant to this Agreement.

G-5.11 In the case of termination or expiry of this agreement, the provisions of the following sections continue to apply: G-4.3, G-4.5, G-4.6, G-4.7, G-5.8, G-7.1, G-7.2, G-7.3, G-8.1, G-8.2, G-8.3, G-8.4, G-8.5, G-8.6, G-12.1, G-17.1, G-18.1 and G-21.1.

G-6.0 **ACCESS AND CONSULTATION**

G-6.1 The Service Provider will permit the Corporation's staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement 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.

G-6.2 The Service Provider agrees that the staff providing services pursuant to this Agreement will upon reasonable request, be available for consultation with the Corporation's staff.

G-7.0 **SERVICE RECORDS AND REPORTS**

G-7.1 The Service Provider shall maintain full and complete 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 Agreement, acceptable to the Corporation's staff which shall include program data such as statistics on target achievements and other such information as the Corporation

requires.

G-7.2 For each and every quarter or at other times as the Corporation may reasonably request, the Service Provider will prepare and submit service reports respecting the services provided pursuant to this Agreement. The service reports shall comply with the Corporation's requirements as to form and content.

G-7.3 In the event the Service Provider ceases operation or is succeeded by a successor Service Provider, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the Corporation, which consent may be unreasonably withheld or given subject to such conditions as the Corporation may impose.

G-8.0 FINANCIAL RECORDS AND REPORTS

G-8.1 The Service Provider shall 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 Corporation's staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

G-8.2 The Service Provider shall, unless the Corporation indicates otherwise, submit to the Corporation in a form acceptable to the Corporation an audited financial statement with respect to the services provided pursuant to this Agreement within three (3) months of the Service Provider's financial year-end.

G-8.3 The Service Provider shall retain and preserve all the Service Provider's records related to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be. The Service Provider shall not dispose of any records related to this Agreement before the expiration of any such period without the prior written consent of the Corporation, which consent may or may not be given in the Corporation's sole discretion, subject to such conditions as the Corporation deems advisable. For greater certainty, the obligations of the Service Provider under this Section 8.3 shall survive the termination or expiration of this Agreement.

G-8.4 The Service Provider shall prepare and submit to the Corporation for each quarter or at any other time upon reasonable request, a financial report containing such information as the Corporation may require, in a form acceptable to the Corporation.

G-8.5 The Service Provider shall adhere to any additional financial reporting requirements specified by the Corporation. In the event that such financial reports are not submitted as required, then the Corporation will withhold payment to the Service Provider until

the financial reports are submitted.

G-8.6 The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures.

G-9.0 **CONFIDENTIALITY**

G-9.1 The Service Provider, its directors, officers, employees, agents, and volunteers shall hold confidential and not disclose or release other than to the Corporation or its delegate at any time during or following the term of this Agreement, except, where required by law, any information or document that identifies any individual in receipt of services without first 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.

G-9.2 The Service Provider acknowledges that any information collected by the Corporation pursuant to this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

G-10.0 **COMMUNICATIONS PROTOCOL REQUIREMENTS**

G-10.1 The Service Provider shall notify the Corporation prior to communications of any kind related to funding under this Agreement.

G-10.2 The Service Provider shall provide notification to the Corporation regarding publicity relating to projects funded in accordance with this Agreement, including but not limited to advertising, signs, messages, web-communications, public statements, press conferences, news releases, announcements, official ceremonies or special events. With respect to all such publicity, the Service Provider is responsible for:

- a. Publically recognizing the Corporation's role in providing funding; and
- b. Inviting the Corporation's Commissioner of Community Development and Health Services to attend any events related to their investment announcement

With respect to all such publicity, the Corporation is responsible for:

- a. Publically recognizing the appropriate provincial or federal Ministry's (the "Ministry") role in providing funding; and
- b. Inviting the appropriate provincial or federal Minister (the "Minister") to attend any events related to their investment announcement; and
- c. Inviting the Mayor and Council, as appropriate.

G-10.3 For all events, including press conferences, announcements and official ceremonies, relating to projects funded in accordance with this Agreement, the Service Provider must notify the Corporation at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the Corporation approves the event. The Corporation or its designated representatives and Minister may participate in any such press conference or event.

G-10.4 The Corporation and/or Ministry must approve any news release related to funding ahead of time. News releases may include quotations from a Corporation official, Minister, or other contributors and the applicant. The Corporation must agree on these quotations, and on the timing of the news release.

G-10.5 During construction, of any project funded under this Agreement, the Service Provider shall provide and install temporary signage at a prominent location where there is visible activity related to the approved project. The signage shall recognize the Corporation and/or Ministry as a funder and shall bear messages and/or logos approved by the Corporation and Ministry, and remain in place through the construction period of the project.

G-10.6 At any permanent location funded under this Agreement, the Service Provider shall provide and install a plaque or permanent sign that recognizes the Corporation and/or Ministry as a funder and shall bear messages and/or logos approved by the Corporation and Minister, if applicable.

G-11.0 CONFLICT OF INTEREST

G-11.1 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 the Corporation where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the Corporation) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation relevant to the services where the Corporation has not specifically authorized such use.

G-12.0 INDEMNIFICATION AND INSURANCE

G-12.1 The Service Provider shall both during and following the term of this Agreement, indemnify and save harmless the Corporation, its employees, officers, agents, Council members, from and against any and all costs, losses, injuries, damages, judgments, claims, expenses, demands, suits, actions, complaints or any other proceedings, fines, or recoveries

whatsoever 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 or anyone for whom the Service Provider is responsible at law, for or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.

G-12.2 During the term of this Agreement or any renewal thereof, the Service Provider shall obtain and maintain in full force and effect, general liability insurance coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. The policy must include abuse liability coverage unless waived by the Corporation. Such policy shall be issued in the name of the Service Provider, shall have inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury and property damage resulting from any one occurrence in respect of and during the provision of services by the Service Provider pursuant to this Agreement, shall contain a clause including liability arising out of this Agreement, shall contain a cross liability clause with the Corporation as an additional insured, and be in a form satisfactory to the Corporation. Failure of the Corporation to demand full compliance with the insurance requirements set out above or failure of the Corporation to identify a deficiency from the evidence of insurance provided will not be construed as a waiver of the Service Provider's obligation to maintain such insurance.

G-12.3 The Service Provider shall also obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Service Provider and used in connection with the day to day operation of the contracted services or vehicles not owned by the Service Provider, but used in connection with the day to day operation of the contracted services, including a passenger hazard in the amount of TWO MILLION DOLLARS (\$2,000,000.00).

G-12.4 All such insurance policies required of the Service Provider shall contain a provision requiring the insurers to notify the Corporation not less than 30 days prior to any material change, cancellation, or termination.

G-12.5 The Agreement shall forthwith terminate in the event that any insurance policy required by sections 12.2 and 12.3 is terminated or amended without written consent of the Corporation.

G-12.6 The Service Provider shall, immediately upon the execution of this Agreement and annually within 30 days of the renewable date of the policy, provide to the Corporation either copies of the liability and vehicle insurance policies as required by this Agreement or certificates of the said insurance policies.

G-13.0 OBSERVANCE OF LAW

G-13.1 The Service Provider shall provide all services required under this Agreement in compliance with all applicable statutes, laws, by-laws, regulations and orders in force during the term of this Agreement. Notwithstanding the generality of the foregoing, the Service Provider shall comply with:

- a) the Act and Regulations including the requirement that it holds a valid, clear license, where applicable;
- b) all zoning, police, building safety, fire safety and sanitary requirements, regulations and by-laws, laws and lawful orders imposed by any Municipal, Provincial, or Federal authority relating to the premises, and will observe and obey any other requirements governing the operation of the contracted services.

G-13.2 Where applicable, at the time of execution of this Agreement, the Service Provider must submit a copy of its current license to operate the service and therefore, must file annually with the Executive Director or Designate, a copy of the license renewal.

G-14.0 NON-ASSIGNMENT

G-14.1 The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion or given subject to such conditions as the Corporation may require.

G-15.0 AMENDMENT

G-15.1 This Agreement may be amended from time to time by the addition or substitution of Schedule(s), duly signed by the Parties to this Agreement.

G-16.0 SCHEDULES

G-16.1 This Agreement and Schedules(s) attached hereto, embody the entire Agreement between the Parties and supersedes 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.

G-17.0 NOTICES

G-17.1 Any notice, demand, acceptance, or request to be given under the provisions of this Agreement by either Party to the other herein shall be in writing and shall be deemed to have been received by the other Party on the day it was delivered in person or, if mailed, on

the 5th day next following the day on which it was mailed or, if sent by facsimile, deemed received on the date transmitted if transmitted during normal business hours. The facsimile will be deemed received on the next business day where it is transmitted outside of normal business hours. If transmitted by facsimile machine, confirmation of successful transmission must be obtained.

G-17.2 Any Notice given under this Agreement shall be addressed, in the case of the Service Provider to the address as set forth in paragraph B-1.(b) of this Agreement, and in the case of the Corporation to the Community Development and Health Services Department to the address set forth in paragraph B-1.(a) of this Agreement, or to such other address as either Party may from time to time designate by written notice to the other Party.

G-18.0 **DISPOSITION**

G-18.1 The Service Provider will not sell, change the use, or otherwise dispose of any item, furnishings or equipment purchased with Corporation funds pursuant to this Agreement without the prior written consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

G-19.0 **STATUS OF SERVICE PROVIDER**

G-19.1 The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the Parties agree that it is not intended by this Agreement, that the Service Provider, or its employees, be employees of the Corporation for the purpose of the *Income Tax Act*, R.S.C. 1985 c. 1 (1st Supp); the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8; the *Employment Insurance Act* S.O. 1996, c. 23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; the *Pay Equity Act*, R.S.O. 1990, c. P.7; or the *Health Insurance Act*, R.S.O. 1990, c. H. 6; all as amended from time to time, and any legislation in substitution therefore.

G-19.2 Notwithstanding the provisions of section 19.1 herein, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required there under.

G-19.3 The Service Provider shall indemnify and hold harmless the Corporation from any and all amounts required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by the Corporation, relating to any failure of the Service Provider

to comply with all provisions of the Acts described above.

G-19.4 The Parties hereto expressly disclaim any intention to create a partnership, joint venture or joint enterprise. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Corporation or the Service Provider shall constitute or be deemed to constitute the Corporation and the Service Provider as partners, joint venturers, or principal and agent in any way or for any purpose. It is expressly understood that the Parties are independent contractors and no partnership of any kind is inferred between the parties. The Service Provider shall not represent or hold itself out to be an agent of the Corporation. No Party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party hereto.

G-20.0 **WAIVER**

G-20.1 Except as specifically set out in this Agreement, no waiver of any clause, term, or condition of this Agreement by an employee, agent or contractor of the Corporation shall constitute an enforceable or continuing waiver by the Corporation, nor shall the Service Provider be entitled to rely thereon.

G-21.0 **RIGHTS AND REMEDIES**

G-21.1 Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it at law in the event of any breach of this Agreement.

G-22.0 **BINDING EFFECT**

G-22.1 This Agreement and everything herein contained shall inure to the benefit of and be binding upon the Parties, hereto, and their respective successors, administrator, and permitted assigns.

G-23.0 **NON-EXCLUSIVITY**

G-23.1 Nothing in this Agreement shall be construed as to give the Service Provider any exclusive right or privilege in providing the Services to the Corporation. The Corporation shall, during or after the term of this Agreement, retain the right to perform or contract for the same or similar services to be provided for its citizens in the same geographic area.

G-24.0 **MISCELLANEOUS**

G-24.1 The Service Provider and the Corporation shall, upon the reasonable request of

the other, make, do, execute, or cause to be executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this Agreement.

G-24.2 No condoning, excusing or overlooking by the Corporation of any default, breach or non-observance by the Service Provider at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of the Corporation's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Corporation herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Corporation save only an express waiver in writing.

G-24.3 If any portion of this Agreement is, or becomes illegal, invalid, or unenforceable, then the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this agreement.