

## **Service Contract**

**This contract made in duplicate**

**between**

Corporation of the City of Cornwall  
("Corporation")

and -

(Name of Child Care Service Operator)  
("Child Care Service Operator")

**As** the Corporation has the authority pursuant to the legislation indicated in the attached Service Description Schedule to enter into this contract in respect for the provision of social services for the benefit of children and families;

**And as** the Child Care Service Operator has agreed to provide services described in the attached Service Description Schedule.

**Therefore the parties** agree as follows:

### **Definitions**

1. In this contract,
  - (a) "Corporation" means the Corporation of the City of Cornwall
  - (b) "Municipal Staff" means the staff of the Corporation authorized to exercise the rights and perform the duties of the Corporation under this contract.
  - (c) "Child Care Service Operator", means "Service Delivery Agent".

### **Program**

2.
  - (a) The Child Care Service Operator agrees to provide services in accordance with the applicable attached Service Description Schedule(s), which will include completion of the annual Information Submission package. The completed package must be received by the Child Care Services Division on February 28, 2020.
  - (b) The Child Care Service Operator shall ensure that all staff are qualified by training (or experience) to perform the services set out

herein and that they meet all of the requirements established by legislation for that particular service.

- (c) The Child Care Service Operator agrees that all programs will be delivered adhering to appropriate legislation and/or quality assurance program. In particular, the terms of the *Child Care and Early Years Act, 2014 (CCEYA)*, *Early Childhood Educators Act (ECEA)*, *Education Act*, and/or the requirements of the High Five Program, and the *Children and Family Services Act*, and any other requirements as set out by the province of Ontario.

### **Term**

- 3. This contract will be in force from January 1, 2020 to December 31, 2020, unless it is superseded by a subsequent contract, or it is terminated in its entirety by either party by giving sixty (60) days written notice. In the event of termination, the Child Care Service Operator will refund forthwith to the Corporation any monies advanced by the Corporation and not expended in accordance with the approved budget.

### **Consideration**

- 4.
  - (a) The Corporation will pay to the Child Care Service Operator, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule attached to this contract. The Corporation reserves the right to determine the amounts, times and manner of such payments.
  - (b) The parties agree that while this agreement is in force, the approved budget will be negotiated on or before the start of the applicable calendar year. In the event the budget is not renegotiated by the beginning of the new calendar year, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.
  - (c) It is agreed and understood that the Corporation may withhold payments if the Child Care Service Operator is in breach of its obligations under this contract.

### **Corporation Access and Consultation**

- 5.
  - (a) The Child Care Service Operator will permit Municipal staff to enter at reasonable times any premises used by the Child Care Service Operator in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the

services and inspect financial records relating to the services provided pursuant to this contract.

- (b) The Child Care Service Operator agrees that staff providing services pursuant to this contract, will, upon reasonable request, be available for consultation with Municipal staff.

## **Reports**

- 6. (a) The Child Care Service Operator will maintain service records respecting each site where service is being provided. The Child Care Service Operator shall, at such intervals as indicated in the attached Schedules, prepare and submit reports respecting the service(s) being provided pursuant to this agreement. The reports shall be in a form and substance acceptable to Municipal staff and shall include program data and other information as required by the Corporation.
- (b) The Child Care Service Operator will also prepare and submit to the Corporation, annually, or at any time upon reasonable request, a comprehensive report acceptable to Municipal staff respecting the services being provided.

## **Financial Records and Reports**

- 7. (a) The Child Care Service Operator will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow Municipal 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 contract and subsequent to its expiration or termination.
- (b) Should the Corporation request an Audited Financial Statement, the Child Care Service Operator agrees to provide this documentation. The Corporation may conduct an audit analysis in order to confirm funds were used as intended and monies flowed to Child Care Service Operators are appropriate. The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.
- (c) The Child Care Service Operator will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years, as per the CCEYA requirements.
- (d) The Child Care Service Operator will prepare and submit at any time upon reasonable request, a financial report in such form and

containing such information as the Corporation may require.

- (e) The Child Care Service Operator will adhere to any additional financial reporting requirement specified in the attached Service Description Schedule(s).
- (f) The Child Care Service Operator will comply with the Corporation's policies on the treatment of revenues and expenditures which will be issued from time to time.
- (g) The Child Care Service Operator must prepare and submit by February 28, 2020 the "Information Submission Package" provided by the Child Care Services Division.
- (h) The Child Care Service Operator is required to complete and update the vacancy section on the Attendance Sheet on a monthly basis.

### **Provincial Wage Enhancement Grant**

- 8. Child Care Operators must apply for the wage enhancement grant using the municipal application form provided on the City's website and must submit their application by the specified deadline as set out by the Ministry of Education. Applications received after the specified deadline date will not be allocated wage enhancement funding in 2020.

### **Quality**

- 9. The Child Care Service Operator and its employees will adopt and implement "How Does Learning Happen? Ontario's Pedagogy for Early Years". The Child Care Service Operator will allow Municipal staff or such other persons appointed by the Corporation to access the premises to observe and/or recommend tasks related to meeting identified objectives for quality improvement. Proof of meeting recommended tasks must be provided upon request by Municipal staff.

### **Inclusion of children with special needs**

The Child Care Service Operator agrees to maintain inclusive environments for children of all abilities.

- 10. a) The Child Care Service Operator is expected to partner with parents/guardians, Integration Services and any other regulated health professional or other person who works with the child in a capacity that would allow the person help inform the development of an individualized support plan.
- b) The Child Care Service Operator is expected to participate in goal setting, implementation and recording involved in the child's

individualized support plan.

- c) The Child Care Service Operator is expected to modify program environment and incorporate the goals of the individualized support plan into the program to support inclusion of the child.
- d) The Child Care Service Operator is expected to ensure that Enhanced Support Teachers are counted over and above the regular child/staff ratio.

### **Program Records**

- 11. In the event the Child Care Service Operator ceases operation, it is agreed that the Child Care Service Operator will not dispose of any records related to the services provided under this contract without the prior consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

### **Confidentiality**

- 12. The Child Care Service Operator, its directors, officer, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Municipal staff at any time during or following the term of this contract, except where required or permitted by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Child Care Service Operator is a municipality or such other institution as defined in **the Municipal Freedom of Information and Protection of Privacy Act**, the provisions of such **Act** with respect to disclosure or release of information apply.

### **Conflict of Interest**

- 13. It is important for the public that non-profit and for-profit operators accessing Ministry of Education funds distributed by the City of Cornwall are being well managed. Situations occur where a person or business interest dealing with a child care operation has a conflict of interest that could damage public confidence in our child care programs. For the purpose of this contract, the Child Care Service Operator, its directors, officers, employees, agents and volunteers must declare to the Corporation when a conflict of interest exists and agree to follow the direction of the Corporation to eliminate the conflict of interest.

The following definition shall be used when determining if there is a conflict of interest.

*Conflict of interest is a situation where the other personal or business interests of a party are in conflict with the best interests of the child care operation. A conflict of interest may occur when:*

- *a direct or indirect personal gain or benefit is given or received by:*
  - *a party, or*
  - *a family member of a party, or*
- *a direct or indirect advantage or privilege is given to or received by:*
  - *a party, or*
  - *a family member of a party*

### **Indemnification**

- 14.** The Child Care Service Operator will, both during and following the term of this contract, indemnify and save harmless the Corporation from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Child Care Service Operator, its directors, officer, employees, agents and volunteers in connection with services provided, purported to be provided or required to be provided by the Child Care Service Operator pursuant to this contract.

### **Insurance**

- 15.** The Child Care Service Operator will obtain and maintain in full force and effect during the term of the contract, general liability insurance acceptable to the Corporation in an amount of not less than five million (\$5,000,000.00) dollars per occurrence in respect of the services provided to this contract.

The insurance policy shall,

- (a) Include as an additional insured the Corporation of the City of Cornwall in respect of and during the provision of services by the Child Care Service Operator pursuant to this contract;
- (b) Contain a cross-liability clause endorsement; and
- (c) Contain a clause including liability arising out of the contract or agreement.

The Child Care Service Operator will submit proof of insurance to the Corporation, annually, within 30 days of the renewal date of the policy.

## **Termination**

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

## **Freedom of Information**

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

## **Human Rights Code**

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

## **Amendments**

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

## **Non – Assignment**

20. The Child Care Service Operator will not assign this contract, 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 impose.

## **Schedules**

21. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract and supersede any other understanding or contract, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this contract.

## **Laws**

22. The Child Care Service Operator agrees that the Child Care Service Operator, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules,

regulations and orders in respect of the performance of this contract.

**Notice**

- 23.** Any notice required or desired to be given hereunder shall be delivered in person or sent by mail addressed as follows:

**The Corporation of the City of Cornwall**

Child Care Services Division

P.O. Box 877

340 Pitt Street

Cornwall, Ontario K6H 5T9



In witness whereof this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Child Care Service Operator by its proper signing officers.

**Signed, sealed and delivered**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**On behalf of the Corporation**  
**Bernadette Clement**  
**Mayor**

\_\_\_\_\_  
**On behalf of the Corporation**  
**Manon Levesque**  
**City Clerk**

**Child Care Service Operator:** Name of Child Care Service Operator

\_\_\_\_\_  
**Witness\***

\_\_\_\_\_  
**Child Care Service Operator**

\_\_\_\_\_  
**Position**

**(Seal)**

\_\_\_\_\_  
**Witness \***

\_\_\_\_\_  
**By: Signing Officer\*\***

\_\_\_\_\_  
**Position**

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

\*\*    I have the authority to bind the Corporation.