

Service Agreement

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 to enter into this contract for the provision of wage enhancement for the benefit of child care program staff working in licensed child care centres, children and families;

And as the Child Care Service Operator has agreed to distribute wage enhancement to eligible child care program staff as described in the Service Agreement and Appendix A-4.

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 wage enhancement in accordance with the terms of this Service Agreement including the completion and submission of all required reporting documentation.

- (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 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 (CCEYA)*, *Early Childhood Educators Act (ECEA)* and *Education Act*.

Term

- 3. This contract will be in force from January 1, 2020 until December 31, 2020, unless it is superseded by a subsequent contract, or it is terminated in its entirety by either party by giving sixty (60) days written notice.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 which have been reviewed and approved by the Corporation as per the Operator's completion of the corporate wage enhancement application form. 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 until year end and renewable annually subject to 100% Provincial wage enhancement funding.
 - (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 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.

Financial Records and Reports

- 6. (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) The Child Care Service Operator will submit to the Corporation a financial statement and reconciliation report with respect to the services provided pursuant to this agreement within four (4) months of the end of the Child Care Service Operator's financial year end.

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.

- (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.

In witness whereof this agreement 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 L. Levesque
City Clerk

Child Care Service Operator: Name of Child Care Service Operator

Witness*

By: Signing Officer **

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