

## **Service Contract**

**This contract made in duplicate**

**between**

Corporation of the City of Cornwall ("Corporation")  
- and -  
Early Childhood Integration Consultation Services  
Community Living Stormont County ("Service Provider")

**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 Service Provider has agreed to provide services described in the attached Service Description Schedule for Special Needs Resourcing services;

**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) "Service Provider", means "Service Delivery Agent".

### **Program**

2.
  - (a) The Service Provider agrees to provide services in accordance with the attached Service Description Schedule including the completion of quarterly statistical information to be received within 30 days following each quarter. Other reporting may include number of full-time equivalent staff and the completion of the Financial Statements for 2019.
  - (b) The Service Provider 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 Service Provider 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)*, and any other requirements as set out by the province of Ontario.
- (d) The Service Provider agrees to review, approve and disburse funds to licensed Child Care Service Operators who have a signed service agreement with the Corporation (as per attached list) for requests related to the hiring of enhanced support staff by the Child Care Operator. Approval of disbursement of funds to Child Care Service Operators shall be in accordance with pre-established business practice guidelines developed by the Service Provider and approved by the Corporation.

### **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 Service Provider 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 Service Provider, for admissible expenditures incurred pursuant to this contract, an amount as stipulated in the 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 Service Provider is in breach of its obligations under this contract.

### **Corporation Access and Consultation**

- 5. (a) The Service Provider will permit Municipal staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under 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 Service Provider agrees that staff providing services pursuant to this contract, will, upon reasonable request, be available for consultation with Municipal staff.

### **Reports**

- 6. (a) The Service Provider will maintain service records respecting each site where service is being provided. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule including the completion of Quarterly Service Target Summary spreadsheets to be received within 30 days following each quarter along with a year-end report within 30 days of the calendar year end. The reports shall be in a form and substance acceptable to Municipal staff, and shall include program data such as statistics on target achievements and such other information as the Corporation requires.
- (b) The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider's financial year end.

Should the Corporation request an Audited Financial Statement, the Service Provider 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 Service Providers are appropriate. The Service Provider 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. If the above requested documentation is not received within the specified time frame, issuance of the next quarter(s) payment may be withheld.

- (c) The Service Provider 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 Service Provider will prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the Corporation may require.
- (e) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Service Description Schedule.
- (f) The Service Provider will comply with the Corporation's policies on the treatment of revenues and expenditures which will be issued from time to time.

## **Program Records**

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

## Confidentiality

9. The Service Provider, its directors, officers, 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 Service Provider 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.

## Indemnification

10. The Service Provider 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 Service Provider, its directors, officer, employees, agents and volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this contract.

## Insurance

11. The Service Provider 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 two million (\$2,000,000.00) 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 Service Provider 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 Service Provider will submit proof of insurance to the Corporation, annually, within 30 days of the renewal date of the policy.

### **Termination**

12. 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**

13. 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**

14. 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.

### **Disposition**

15. The Service Provider will not sell, change the use or otherwise dispose of any items, furnishings or equipment purchased with the Corporation's funds pursuant to this contract without the prior written consent of the Corporation, which may be given subject to such condition as the Corporation deems advisable.

### **Amendments**

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

### **Non – Assignment**

17. The Service Provider 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**

18. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedule 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**

19. The Service Provider agrees that the Service Provider 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.

## **French Language Services Act**

20. In order to meet the requirements under the *French Language Services Act, R.S.O. 1990, c. F.32, ("French Language Services Act")*, the Service Provider shall take appropriate measures to provide services in French to Francophone parents applying for special needs resourcing.

Measures will include:

- (a) Receptionist using "Bonjour" to greet clients thereby providing the client with an opportunity to request services in French.
- (b) Service Provider making written materials for clients available in French.
- (c) Service Provider will make every effort to provide special needs resourcing services in French to Francophone organizations, as well as Francophone parents/guardians and their children.

## **Notice**

21. 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  
340 Pitt Street, P.O. Box 877  
Cornwall, Ontario K6H 5T9

**Attention:** Division Supervisor, Child Care Service



**In witness whereof** this contract has been signed by an authorized Corporate official on behalf of the Corporation and the Service Provider 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**

**Service Provider:** Early Childhood Integration Consultation Services  
Community Living Stormont County

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

\_\_\_\_\_  
**Service Provider**

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

**(Seal)**

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

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

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

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

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