



## BOARD REPORT

REPORT No.: 2022-38

MEETING DATE: JUNE 16, 2022

SUBJECT: CHILD CARE AND EARLY YEARS INITIATED AGREEMENT TEMPLATE  
UPDATE

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### RECOMMENDATION

THAT with respect to Report No. 2022-38 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the updated TBDSSAB Initiated Agreement template for the Child Care and Early Years program;

AND THAT we authorize the Chief Administrative Officer to make amendments to this Initiated Agreement template with respect to housekeeping items, as may be required from time to time;

AND THAT the necessary By-law be presented to the Board for consideration.

### REPORT SUMMARY

To present an updated Child Care and Early Years Initiated Agreement template for The District of Thunder Bay Social Services Administration Board's (TBDSSAB or the Board) approval.

### BACKGROUND

At the January 2018 Board Meeting, the Board approved the TBDSSAB Initiated Agreement templates for Child Care and Early Years, Community Homelessness Prevention Initiative (CHPI), and General Program purposes (Report No. 2018-03). Subsequently the Board passed program-specific by-laws to authorize this form of agreement to be executed by TBDSSAB and approved service providers.

At the January 2022 Board Meeting, the Board approved the updated Approval and Signing Authorization Policy (Report No. 2022-04). With regards to Initiated Agreements with service providers, the revised Policy No. CS-01:79 distinguishes between ongoing and one-time agreements. While ongoing agreements still require both the Board Chair

and Chief Administrative Officer (CAO) to sign, the Board has delegated signing authority to the CAO for one-time funding agreements.

On March 28, 2022, the Province of Ontario announced it had signed the Canada Wide Early Learning and Child Care (CWELCC) agreement with the Government of Canada. Requirements under the CWELCC were presented to the Board at the May 19, 2022, meeting (Report 2022-32 - Canada Wide Early Learning Child Care).

## **COMMENTS**

Following the introduction of the CWELCC, Administration reviewed the existing Child Care and Early Years Initiated Agreement template. Updates are required to align TBDSSAB's template to include the terms and conditions of the CWELCC. The red-line revisions are provided in Attachment #1.

By-law No. 02-2018 which authorizes the form of agreement between TBDSSAB and approved service providers under the Child Care and Early Years program is to be revised to reflect references to the CWELCC program and housekeeping changes within the Initiated Agreement Template.

The Child Care and Early Years Initiated Agreement template will form ongoing agreements between TBDSSAB and approved service providers as well as one-time funding agreements, if applicable. Through the updated Approval and Signing Authorization Policy, the Board has delegated signing authority to the Chief Administrative Officer for one-time funding agreements. Therefore, the By-law requires updating to include the delegation of signing authority under that circumstance.

## **STRATEGIC PLAN IMPACT**

This Report relates to the Board's strategic direction of Financial Stewardship, with a focus on ensuring accountability of TBDSSAB resources.

## **FINANCIAL IMPLICATIONS**



There are no direct financial implications relative to this Report.

## **CONCLUSION**

It is concluded that the revised Child Care and Early Years Initiated Agreement template should be approved as presented.

**REFERENCE MATERIALS**

Attachment #1 [Initiated Agreement - Child Care and Early Years – Red Lined Version](#)

PREPARED BY:	Keri Greaves, CPA, CMA, Manager, Finance
SIGNATURE	
APPROVED BY	Georgina Daniels, FCPA, FCA, Director - Corporate Services Division
SIGNATURE	
SUBMITTED BY:	William (Bill) Bradica, Chief Administrative Officer



THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**THE DISTRICT OF THUNDER BAY  
SOCIAL SERVICES ADMINISTRATION BOARD**  
(hereinafter referred to as "TBDSSAB")

and

**«CHILD\_CARE\_CENTRE»**  
(hereinafter referred to as the "Service Provider")

WHEREAS TBDSSAB has been designated a delivery agent pursuant to the *Child Care and Early Years' Act, 2014*, and the Regulations thereunder, and having had transferred to it thereunder the responsibility of administering the prescribed child care and early years' services, has authority to enter into an agreement with the Service Provider for the provision of certain child care and early years' services;

AND WHEREAS the Service Provider qualified for specific subsidies pursuant to the *Child Care and Early Years' Act* and/ or the Canada-Wide Early Learning and Child Care System, and has agreed to provide specific child care and/or early years' services as set out in the Schedules attached hereto;

NOW THEREFORE the Agreement witnesses that in consideration of the covenants contained herein, the Parties hereto undertake and agree as follows:

**1. DEFINITIONS**

In this Agreement,

(a) "AODA" means the *Accessibility for Ontarians with Disabilities' Act, 2005*, S.O. 2005 Chapter 11.

(b) "Agreement" means this Contract including all Schedules hereto.

(c) "Canada Pension Plan" means the *Canada Pension Plan, R.S.C. 1985, c. C-8*, as may be amended from time to time and all regulations thereunder.

(d) "CWELCC System" means the Canada-Wide Early Learning and Child Care System for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.

(e) "Child Care and Early Years' Act" means the *Child Care and Early Years' Act, 2014*, S.O. 2014, c. 11, Sched. 1, as may be amended from time to time and all regulations thereunder.

(f) "Delegate or delegates" means such other person or persons as may be appointed by TBDSSAB.

(g) "Employment Insurance Act" means the *Employment Insurance Act*, S.C. 1996, c.23, as may be amended from time to time and all regulations thereunder.

(h) "Fiscal year" means the calendar year beginning January 1 and ending December 31;



- ~~(h)~~(i) "FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. F.11, as may be amended from time to time and all regulations thereunder.
- ~~(f)~~(j) "Funds" means the funds paid in accordance with Section 5 of this Agreement.
- ~~(j)~~(k) "Human Rights' Code" means *Human Rights' Code*, R.S.O. 1990, CHAPTER H.19, as may be amended from time to time and all regulations thereunder.
- ~~(k)~~(l) "Income Tax Act" means the *Income Tax Act*, R.S.O. 1990, c. I.2, as may be amended from time to time and all regulations thereunder.
- ~~(m)~~(m) "MFIPPA" means *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as may be amended from time to time and all regulations thereunder.
- ~~(n)~~(n) "Occupational Health and Safety Act" means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as may be amended from time to time and all regulations thereunder.
- ~~(o)~~(o) "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000 c. 5, as may be amended from time to time and all regulations thereunder.
- ~~(p)~~(p) "Program" means the Services provided in accordance with the Program Description attached as Schedule 1 hereto.
- ~~(q)~~(q) "Reports" means the records and reports as set out in Section 8 and Section 9 of this Agreement.
- ~~(r)~~(r) "Schedules" means all Schedules attached hereto, which shall form part of this Agreement.
- ~~(s)~~(s) "Services" means the child care and early years' services as set out in the Schedules attached hereto.
- ~~(t)~~(t) "TBDSSAB staff" means the staff of TBDSSAB authorized to exercise the rights and perform the duties of TBDSSAB under this Agreement;
- ~~(u)~~(u) "Term" means the initial term and a renewal of the initial term pursuant to Section 4 of this Agreement, if any.
- ~~(v)~~(v) "WSIA" means the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c.16, Sch. A, as may be amended from time to time and all regulations thereunder.

## 2. GOVERNANCE

The Service Provider represents, warrants and covenants that it has, and shall maintain, in writing, for the term of this Agreement and thereafter, if so required by law or in accordance with this Agreement, the following:

- (i) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available;
- (ii) a policy on conflict of interest for all persons at all levels of the Service Provider;
- (iii) a policy on access for all persons in accordance with the AODA;



- (iv) procedures to ensure the ongoing effective functioning of the Service Provider;
- (v) decision-making mechanisms for the Service Provider;
- (vi) procedures to enable the Service Provider to manage the Funds prudently and effectively;
- (vii) procedures to enable the Service Provider to complete the Program successfully;
- (viii) procedures to enable the Service Provider, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (ix) procedures to enable the preparation and delivery of all Reports required pursuant to Section 8 and Section 9 of this Agreement;
- (x) procedures to enable the Service Provider to deal with such other matters as it or TBDSSAB deems necessary to ensure that the Service Provider carries out its obligations in accordance with this Agreement; and
- (xi) the Service Provider shall provide TBDSSAB with supporting documentation upon request that the Service Provider has and maintains all items enumerated in this Section.

### **3. PROGRAM**

- (a) The Service Provider shall provide the Services in accordance with the Program Description attached hereto as Schedule 1.
- (b) The Parties acknowledge that although the description of the Services as set out in Schedule 1 is specific in nature, TBDSSAB shall, at all times, have the right to specify:
  - (i) the precise Services that the Service Provider is to perform pursuant to this Agreement;
  - (ii) the method of provision of the Services;
  - (iii) the Service Provider staff that will perform the Services; and
  - (iv) any other matter as may be required by TBDSSAB to ensure that the Services are provided in accordance with the general intent, requirements, and spirit of the Program.
- (c) The Service Provider shall co-operate with all other service providers of the Programs, if any, as determined by TBDSSAB.
- (d) The Service Provider shall ensure compliance in accordance with the AODA.

### **4. TERM**

This Agreement shall be in force from January 1, 20~~XX~~, to December 31, 20~~XX~~, and until it is superseded or replaced by a subsequent agreement or terminated by either Party in accordance with Section 19 of this Agreement.



## 5. PAYMENT FOR SERVICES

- (a) In consideration of the Services, TBDSSAB shall pay to the Service Provider for the Services provided pursuant to this Agreement the amounts of actual expenses, in accordance with approved rates, up to the maximum set forth in the approved Budget Schedule, attached hereto as Schedule 2, at the times and in the manner provided in the said Schedule, subject to the conditions set out in the said Schedule. TBDSSAB reserves the right to determine the amounts, times and manner of such payment.
- (b) TBDSSAB shall deposit the Funds into an account designated by the Service Provider provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Service Provider.
- (c) Where the Service Provider has failed to claim for all Services for which it is entitled to receive payment, a corrected claim must be received by TBDSSAB within ninety (90) days of payment by TBDSSAB of the account from which the item was omitted or incorrectly stated, in default of which, the Service Provider shall have no right to claim for such item.
- (d) Notwithstanding Subsection 5(c), where the Service Provider has failed to claim for all Services for which it is entitled to receive payment within the fourth quarter, any adjustments to annual reconciliation reports must be made within ten (10) calendar days of the date on which the reconciliation report was due, in default of which, the Service Provider shall have no right to claim for such item.
- (e) It is agreed and understood that TBDSSAB may withhold payments, or a reasonable amount considering the nature of the breach, if the Service Provider is in breach of its obligations under this Agreement.
- (f) In the event the Service Provider does not achieve its target levels, or spend monies advanced by TBDSSAB for the Services, the Service Provider shall refund such amounts as may be determined by TBDSSAB from time to time.
- (g) The Parties agree that the approved budget will be negotiated on or before the start of the applicable calendar year during the Term. In the event the budget is not renegotiated by that time, payment will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is renegotiated or this Agreement is terminated.
- (h) The Service Provider acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the 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.
- (i) The Service Provider may use a portion of its TBDSSAB-provided funding for certain Central Administration Costs for the purpose of administering the Program identified in Schedule 1.



## 6. ACKNOWLEDGEMENT OF FUNDING SUPPORT

- (a) To recognize and acknowledge the financial support provided, the Service Provider will comply with requirements as identified by TBDSSAB.:
- ~~(i) prominently display the provided TBDSSAB logo at its office location(s), in its annual reports, agency letterhead, and on its website;~~
  - ~~(ii) publicly acknowledge TBDSSAB funding, whenever possible, in newspaper and radio advertising, and any other media initiatives;~~
  - ~~(iii) participate at the request of TBDSSAB in media events concerning the funding received;~~
  - ~~(iv) obtain approval of the form of acknowledgement from TBDSSAB;~~
  - ~~(v) indicate that views expressed in any publication are the views of the Service Provider, and do not necessarily reflect those of TBDSSAB.~~
- (b) TBDSSAB will consider requests for exemptions from the obligations of this section if the requirements constitute undue hardship for the organization. Not-for-Profit and charitable organizations with an annual operating budget of less than \$25,000 may request permission from TBDSSAB for exemption from the obligations outlined in Subsection 6(a) of this Agreement.
- (c) Materials prepared by the Service Provider in order to fulfil its reporting obligations under this Agreement are not required to fulfill the requirements outlined in Subsection 6(a) of this Agreement.

## 7. TBDSSAB INSPECTION AND CONSULTATION

- (a) The Service Provider shall permit TBDSSAB staff or delegates to enter at reasonable times any premises used by the Service Provider in connection with the Services and the retention of records pursuant to this Agreement to:
- (i) observe and evaluate the Services; and
  - (ii) inspect, take and retain copies of all records relating to the Services.
- (b) The Service Provider agrees that all staff, employees and other agents of the Service Provider providing Services shall, upon reasonable request, be available for consultation with TBDSSAB staff as may be required by TBDSSAB.

## 8. PROGRAM RECORDS AND REPORTS

- (a) The Service Provider shall maintain complete and accurate records of all financial, service and other activities related to the Services, with respect to each site where the Services are being provided.
- (b) The Service Provider shall provide TBDSSAB quarterly year-to-date reports, not later than 21 days after the end of each quarter, which outline the actual and projected expenditures and revenues, as well as specific service data information. It shall forward to TBDSSAB any other statistical data which may be requested, as identified in Schedule 3.
- (c) The Service Provider shall prepare and submit a comprehensive annual report respecting the Services being provided.
- (d) The Service Provider shall provide such further information and reports, to be in such form as TBDSSAB may require from time to time to monitor and evaluate the provision of Services hereunder.





(d)(e) The Service Provider shall ensure that all report submissions are signed on behalf of the Service Provider by an authorized signing officer.

(e)(f) In the event that 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 Agreement without the consent of TBDSSAB. The Service Provider may, with the consent of TBDSSAB, satisfy this requirement by delivering the possession of the relevant books, documents, vouchers, records and books of account to TBDSSAB.

## **9. FINANCIAL RECORDS AND REPORTS**

- (a) The Service Provider shall maintain books, documents, vouchers, records and books of account respecting the Services provided pursuant to this Agreement and shall allow TBDSSAB staff, or such other persons as may be appointed by TBDSSAB, to inspect and audit such books, documents, vouchers, records and books of account at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The Service Provider shall, unless otherwise stated in writing by TBDSSAB, submit to TBDSSAB an audited financial statement and reconciliation report with respect to the Services provided pursuant to the Agreement within four (4) months of the Service Provider's fiscal year end. The cost of preparing the statement and report shall be borne by the Service Provider.
- (c) The Service Provider shall prepare and submit annually, and at any other time upon request, a financial report in such form and containing such information as TBDSSAB may require.
- (d) The Service Provider shall adhere to any additional financial reporting requirements specified in the Budget Schedule (Schedule 2) attached hereto.
- (e) The Service Provider shall comply with the financial reporting requirements as attached hereto as Schedule 3.
- (f) The Service Provider shall retain the financial books, documents, vouchers, records and books of account referred to in this Agreement for a minimum period of at least seven (7) years from the end of the fiscal period to which they relate and for such additional period as TBDSSAB may require as they may relate to specific matters, provided that the Service Provider may, with the consent of TBDSSAB, satisfy this requirement for retention beyond the seven (7)-year period by delivering the possession of the relevant books, documents, vouchers, records and books of account to TBDSSAB.
- (g) The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures. The Service Provider shall comply with TBDSSAB direction on the treatment of revenues and expenditures as determined from time to time by TBDSSAB.
- (h) Where a service provider files financial submissions after the filing deadline, TBDSSAB will take action, per Section 10, below, until the submission has been received to the satisfaction of TBDSSAB.

## **10. LATE FILING OF PROGRAM AND/OR FINANCIAL REPORTS**

- (a) If the submission is not received by TBDSSAB by the filing deadline, TBDSSAB will inform the Service Provider that the submission is overdue;
- (b) After 30 days, cash flow will be reduced by 50% of the monthly payment;



- (c) Upon submission of TBDSSAB requirements, TBDSSAB will revert to the normal monthly payment process, and will include in the monthly payment the total amount withheld up to that point.

## 11. QUALITY ASSURANCE

The Service Provider will work in collaboration with the TBDSSAB ~~Child Care and Early Years Programs Officers~~ to ensure the alignment of practices of 'How Does Learning Happen?' ~~,-~~ The *Child Care and Early Years Act*, the CWELCC (as applicable), and the College of Early Childhood Educators *Code of Ethics and Standards of Practice*, attached hereto as Schedule 4, as well as any other reporting requirements as designated or created by TBDSSAB.

## 12. RETENTION OF RECORDS

- (a) In addition to the requirements of Section 8 and Section 9 hereof, the Service Provider shall not dispose of any records related to the Services for a period of seven (7) years from the end of the fiscal year during which they were prepared or received without the prior written consent of TBDSSAB, which may be given subject to such terms and conditions as TBDSSAB deems advisable.
- (b) Notwithstanding Subsection 12(a) hereof, the Service Provider shall retain any such records for such additional period as TBDSSAB may reasonably require in special circumstances, provided that the Service Provider may, with the consent of TBDSSAB, satisfy this requirement for retention beyond the seven (7)-year period by delivering possession of the relevant books, documents, vouchers, records and books of account to TBDSSAB.

## 13. ACQUISITION OF GOODS OR SERVICES AND DISPOSAL OF ASSETS

- (a) If the Service Provider acquires goods, services, or both with the Funds, it shall do so through a process that promotes the best value for money, and is consistent with public procurement best practices, as identified in the Service Provider's Procurement Policy.
- (b) The Service Provider shall not sell, change the use of, or otherwise dispose of any item, furnishing, or equipment specifically funded, purchased, acquired, or created with the Funds or for which Funds were provided pursuant to this Agreement without the prior written consent of TBDSSAB, which consent may be withheld in its sole discretion or given subject to such terms and conditions as TBDSSAB may deem advisable. These assets may or may not be specifically listed in a Schedule attached to this Agreement.

## 14. CONFLICT OF INTEREST

- (a) The Service Provider shall carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.
- (b) For the purposes of this Agreement, a conflict of interest includes any circumstances where:
- (i) the Service Provider; or
  - (ii) any person who has the capacity to influence the Service Provider's decisions,

has outside commitments, relationships or financial interests that could or could be seen to, interfere with the Service Provider's objective, unbiased and impartial judgment relating to the Program, the use of Funds, or both.

- (c) The Service Provider shall:



- (i) disclose to TBDSSAB, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (ii) comply with any terms and conditions that TBDSSAB may prescribe as a result of the disclosure.

## **15. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- (a) Except where otherwise permitted or required by law, the Service Provider, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, 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, guardian or legal representative prior to the release or disclosure of such information or document.
- (b) The Service Provider shall require all of its directors, officers, employees, agents and volunteers to abide by its policy on protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, in accordance with Subsection 2(i) of this Agreement.
- (c) Unless otherwise permitted or required by law, the Service Provider shall respect and strictly observe the confidentiality and propriety of the confidential business information of TBDSSAB and the personal information of any individual in receipt of services through the Program.
- (d) The Service Provider acknowledges that any information collected by TBDSSAB or provided to TBDSSAB by the Service Provider pursuant to this Agreement is subject to the rights and safeguards in accordance with the MFIPPA.

## **16. STAFF AND METHODS**

The Service Provider shall use current state-of-the-art principles and shall skillfully and completely perform the Services and shall employ only skilled and competent staff who shall be under the supervision of a skilled and competent senior member of the Service Provider's staff.

## **17. INDEMNIFICATION**

The Service Provider shall, both during and following the term of this Agreement, indemnify and save harmless TBDSSAB from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings by whomever made, brought or prosecuted 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 related to or arising out of this Agreement or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.



## 18. INSURANCE

(a) Unless waived in writing, in whole or in part by TBDSSAB, the Service Provider shall obtain and maintain in full force and effect during the term of this Agreement, commencing no later than the execution of this Agreement, and at the Service Provider's expense, the following insurances with insurers licensed in Ontario as follows: errors and omissions (professional liability), property, boiler, general liability, directors' and officers' liability, vehicle and other insurance as may be required by TBDSSAB.

(b) In addition to other provisions that may be required by TBDSSAB, the Service Provider shall obtain and provide:

(i) Comprehensive General Liability Insurance

The Service Provider shall obtain and maintain in full force and effect during the term of the Agreement commencing no later than the execution of this Agreement, and at the Service Provider's expense, general liability insurance acceptable to TBDSSAB in an amount of not less than Five Million (\$5,000,000) Dollars per occurrence in respect of the services provided pursuant to this Agreement. The insurance policy shall:

- a. include as an additional insured TBDSSAB in respect of the provision of services by the Service Provider pursuant to this Agreement;
- b. contain a cross-liability clause endorsement;
- c. contain non-owned automobile liability;
- d. contain a clause including liability arising out of contract or Agreement;
- e. contain a clause including errors and omissions (professional liability);
- f. contain a clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without 30 days' prior written notice being given to TBDSSAB. Regardless of when or if notification is received by TBDSSAB, this Agreement will be terminated effective the date the insurance policy is cancelled, for whatever reason;
- g. contain insurance for building contents (furniture/equipment) and computer insurance, and with an Insurer acceptable to TBDSSAB, in an amount not less than full replacement cost of all furniture, equipment, computer hardware, computer software, and other related items owned by TBDSSAB which are in the possession of the Service Provider.



(ii) Automobile Insurance

The Service Provider shall ensure that any employee utilizing an automobile in the provision of services under this Agreement insure and maintain against legal liability for bodily injury and property damage caused by automobiles owned or leased by the employee or Service Provider. Such insurance shall provide coverage for business use and shall specify that it covers the carriage of passengers for hire. Such insurance shall be subject to an inclusive limit of not less than Two Million (\$2,000,000) Dollars where the automobile is owned or leased by an employee or Three Million (\$3,000,000) Dollars where the automobile is owned or leased by the Service Provider. The Service Provider shall provide TBDSSAB with proof of Automobile Insurance (inclusive items) for both owner and non-owner vehicles.

- (c) If TBDSSAB requests to have the amount of coverage increased or to obtain other special insurance for these Programs, then the Service Provider shall forthwith obtain such increased coverage or special insurance.
- (d) Prior to commencement of all activities provided for in this Agreement, the Service Provider shall file with TBDSSAB Certificates of Insurance evidencing full compliance with this Section, and shall submit annually such Certificates of Insurance to TBDSSAB or other proof of insurance in such form as TBDSSAB may require.

**19. TERMINATION AND SUSPENSION**

- (a) Either Party may terminate this Agreement in whole, or in part, with respect to the provision of any particular service, upon sixty (60) days' written notice to the other Party.
- (b) TBDSSAB shall have the right to terminate this Agreement at any time by notice in writing to the Service Provider or may suspend the Services or any part thereof for such period of time as it may deem advisable. Upon receipt of such notice, the Service Provider shall perform no further services pursuant to this Agreement or activities related thereto except as necessary to close out or suspend such services and as have been approved by TBDSSAB.
- (c) In the event of the termination or suspension, the Service Provider will refund forthwith to TBDSSAB any monies advanced by TBDSSAB and not expended in accordance with the approved budget applicable to the services terminated or suspended, and all other adjustments shall be made as between the Parties as at the date of the notice of termination or suspension.
- (d) TBDSSAB reserves the right to immediately terminate this Agreement without prior notice at any time if the conditions of the Agreement are not met.
- (e) It is agreed by the Parties that in accordance with approved TBDSSAB Signing Authority Policy, as amended from time to time, the Chief Administrative Officer – TBDSSAB, and the Chair – TBDSSAB shall enter into renewal agreements with the Service Provider and if such renewal occurs, it will be permitted on the basis of there being no significant changes to the intent of the Agreement, with all terms and conditions herein continued, until such time as the Agreement is superseded or replaced by a subsequent agreement or terminated by either Party in subsection 19 (a) above.



## 20. FUNDS AT THE END OF A FUNDING YEAR

- (a) If the Service Provider has not spent all of the Funds allocated to the Service Provider for the Funding Year as provided for in the budget at the end of the said Funding Year, TBDSSAB may take one or both of the following actions:
- (i) demand the return of the unspent Funds; and
  - (ii) adjust the amount of any further or future installments of Funds accordingly.
- (b) The Service Provider shall, upon expiry or termination of this Agreement, return to TBDSSAB any Funds remaining in its possession or under its control.

## 21. INTERPRETATION

- ~~(a)~~ This Agreement shall be read with all changes in number or of gender as required by context. Words in one gender shall be interpreted to include all genders.
- ~~(b)~~ (c) **Words in the singular include the plural and vice-versa.**
- ~~(b)~~(d) The word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- ~~(e)~~(e) The words "include", "includes" and/or "including" shall denote that the subsequent list is not exhaustive.
- ~~(d)~~(f) The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and shall, in no way, limit, define or describe the scope or intent of this Agreement or form part of this Agreement.
- ~~(e)~~(g) Any reference to currency, money or Funds shall refer to Canadian currency.

## 22. HUMAN RIGHTS' CODE

- (a) The Parties agree to be bound by the *Human Rights' Code*.
- (b) It is a specific condition of this Agreement that all Parties to all Agreements arising from or out of this Agreement shall abide by and be bound by the *Human Rights' Code*.

## 23. PROOF OF LICENSE AND CERTIFICATION

- (a) The Service Provider shall at all times be licensed to carry out the provisions hereof.
- (b) At the time of execution of this Agreement, the Service Provider shall submit a copy of its current license to provide the Services and thereafter, shall file with TBDSSAB annually and at other times if so requested by TBDSSAB, a copy of its license renewal.
- (c) The Service Provider shall maintain for inspection by TBDSSAB, as may be required, copies of the required Fire and Health Certification and verification of annual inspections.



## **24. OBSERVANCE OF THE LAW**

- (a) This Agreement shall be governed by and construed in accordance with the laws of Ontario.
- (b) Any reference to an Act in this Agreement shall include a reference to the Regulations made pursuant to such Act, all amendments made to such Act and Regulations from time to time, and to any Act or Regulation which may be passed and thereafter has the effect of supplementing or superseding such Act or Regulation as referenced in this Agreement.
- (c) The Parties agree that they and their respective directors, officers, employees, agents, volunteers and representatives shall at all times comply with all Federal, Provincial and Municipal laws, ordinances, statutes, rules, regulations and orders governing the performance of this Agreement.
- (d) Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

## **25. NON-ASSIGNMENT**

The Service Provider shall not assign or subcontract this Agreement, in whole or in part, without the prior written approval of TBDSSAB, which approval may be withheld by TBDSSAB in its sole discretion, or given subject to such terms and conditions as TBDSSAB may impose in its sole discretion.

## **26. AMENDMENTS**

This Agreement, and any amendment, supplement, revision or termination thereof, including the addition or substitution of a Schedule to this Agreement, shall be signed by the Parties, and which, when signed and delivered, shall be taken together to constitute one and the same document.

## **27. THIS AND PREVIOUS AGREEMENTS**

- (a) All the terms and conditions of the Schedules hereto are incorporated into and form part of this Agreement.
- (b) The invalidity of any provision of this Agreement or any covenant herein contained or the unenforceability of the same against any Party hereto shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against any other Party hereto;
- (c) This Agreement supersedes all previous written or oral representations, agreements and understandings between the Parties with respect to the subject matter hereof and no amendments shall be valid unless in accordance with Section 26 of this Agreement.
- (d) The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature, expire. This includes, but is not limited to, the confidentiality provisions of this Agreement.



## 28. STATUS OF SERVICE PROVIDER

- (a) The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be a contract or agreement of employment.
- (b) The Parties agree and acknowledge that this Agreement does not constitute a partnership, employment agreement or joint venture between the Parties, nor shall any agency relationship arise as a consequence of this Agreement.
- (c) The Parties agree and acknowledge that the Service Provider is under no obligation to provide its services to TBDSSAB, exclusively or otherwise, and TBDSSAB is under no obligation to engage the services of the Service Provider during the Initial Term or for any periods thereafter. The Service Provider shall not rely upon the continuation of the Term to plan its financial affairs.
- (d) Without limiting the generality of the foregoing, the Parties agree that it is not intended by this Agreement, that the Service Provider, or its employees, are employees of TBDSSAB for the purposes of:
  - (i) the *Income Tax Act*;
  - (ii) the *Canada Pension Plan*;
  - (iii) the *Employment Insurance Act*;
  - (iv) the *WSIA*;
  - (v) the *Occupational Health and Safety Act*;

all as amended and revised from time to time, and any legislation in substitution therefore.

- (e) Notwithstanding Subsections 28(a) and 28(b), it is the sole and exclusive responsibility of the Service Provider to satisfy itself as to its status and obligations under all legislation, and other laws including, without limitation, the Acts referred to in the said Subsection.
- (f) The Service Provider shall indemnify and hold harmless TBDSSAB from any and all amount 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 TBDSSAB, relating to any failure of the Service Provider to comply with the provisions of any legislation referred to above.

## 29. FURTHER ASSURANCES

The Service Provider and TBDSSAB agree that each of them shall, upon the reasonable request of the other, provide or execute such further documents or assurances necessary to give effect to this Agreement.

## 30. WAIVER

Any condoning, excusing, waiver or overlooking of any default, breach or non-observance by either Party at any time in respect of any term or condition of this Agreement shall not operate as a waiver of the rights of the Parties in respect of any subsequent default, breach, or non-observance.





### 31. NOTICES

- (a) Any notice in writing relating hereto may be delivered in person or sent by courier, fax or may be mailed by certified mail, registered mail or priority post to TBDSSAB addressed to:

Chief Administrative Officer  
The District of Thunder Bay Social Services Administration Board  
231 May Street South  
Thunder Bay, ON P7E 1B5

Telephone: 807.766.2103  
Fax: 807.345.6146

- (b) Any notice in writing relating hereto may be delivered in person or sent by courier, fax or may be mailed by certified mail, registered mail or priority post to the Service Provider addressed to:

«Title»  
«Child\_Care\_Centre»  
«Program\_Mailing\_Address»  
«Program\_Mailing\_Address\_2»  
«City», «Prov» «Program\_Postal\_Code»

Telephone: «Program\_Phone\_Number\_1»  
Fax: «Fax\_Number»

- (c) Notices shall be considered delivered on the date of any personal delivery, service by courier or fax transmission and five (5) business days after mailing if the Notice was sent by certified mail, registered mail or priority post. If a mail strike is in progress or there is a reasonable expectation of a mail strike, notice shall be given by one of the alternative permitted methods.

- (d) If at any time, either Party shall give notice to the other Party of a change of address or fax number of said Party giving such notice and from and after the date of giving of such notice, the address or fax number therein specified shall be deemed to be the address or fax number of that Party.

### 32. BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective executors, successors, administrators and assigns, as the case may be.



**CHILD CARE AND EARLY YEARS' ONGOING AGREEMENT**  
Schedule "A" to TBDSSAB By-Law Number ~~02-2022~~<sup>18</sup>

THE DISTRICT OF THUNDER BAY  
SOCIAL SERVICES ADMINISTRATION BOARD

IN WITNESS WHEREOF this Agreement has been signed on behalf of TBDSSAB and on behalf of the Service Provider by their duly authorized Signing Officers, respectively.

**SIGNED, SEALED AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**ON BEHALF OF THE DISTRICT OF THUNDER BAY  
SOCIAL SERVICES ADMINISTRATION BOARD**

\_\_\_\_\_  
**\*\* Lucy Kloosterhuis,  
Chair - TBDSSAB**

*\*(Affix Corporate Seal or Witness)*

\_\_\_\_\_  
**\*\* William Bradica,  
Chief Administrative Officer - TBDSSAB**

**SIGNED, SEALED AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**ON BEHALF OF  
«CHILD\_CARE\_CENTRE»**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**\*\* Signing Officer**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

*\*(Affix Corporate Seal or Witness)*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**\*\* Signing Officer**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

\* Corporate Seal required OR Witness required where the Service Provider is a sole proprietor or a partner. Not required when Corporate Seal is affixed.

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