

SERVICE CONTRACT

This Contract made in duplicate

Certified to be a true copy of original
Copie authentique certifiée et conforme
à l'original
Dated this 4th day of May 2010
Date le 4 jour de 20
Signature [Handwritten Signature]

BETWEEN:

Her Majesty the Queen in right of Ontario,
as represented by
the Minister of Community and Social Services, and
the Minister of Children and Youth Services
("Ontario")

- and -

CHILDREN'S AID SOCIETY OF OTTAWA
("Service Provider")

AS Ontario has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into this contract for the provision of social services;

AND AS the Service Provider has agreed to provide social services described in the attached Service Description Schedule(s);

THEREFORE THE PARTIES agree as follows:

Definitions

1. In this Contract,
 - (a) "Ministry" means the Ministry of Community and Social Services, and the Ministry of Children and Youth Services.
 - (b) "Ministry Staff" means the staff of the Ministry authorized to exercise the rights and perform the duties of Ontario under this contract.
 - (c) "Service Provider", for purposes of Ontario Works and Child Care services means "Delivery Agent".

COPY

Service

2. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule(s) and Service Data Schedule and in accordance with the policies, guidelines and requirements of Ontario as communicated to it.

Term

3. This contract will be in force from April 1, 2007, until it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either party by giving sixty (60) days' written notice.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 Ontario any monies advanced by Ontario and not expended in accordance with the approved budget.

Consideration

4. (a) Ontario will pay to the Service Provider, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule. Ontario reserves the right to determine the amounts, times and manner of such payments.
- (b) The parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this contract is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the annualized subsidy stipulated in the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.
- (c) The Service Provider may transfer funds between budget lines according to the parameters set out in the Ministry's "Financial Flexibility" Policy for Transfer Payment Service Providers. The Service Provider may, with Ontario's prior written consent, transfer funds between budget lines beyond the parameters set out in the Policy.
- (d) It is agreed and understood that Ontario may withhold payments if the Service Provider is in breach of its obligations under this contract.
- (e) If targets are not achieved to the level indicated in the Service Data Schedule, Ontario may request that funds in an amount reflective of the underachieved targets be returned to Ontario.

Ministry Access and Consultation

5. (a) The Service Provider will permit Ministry 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 all records relating to the services provided pursuant to this contract.
- (b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Ministry staff.
- (c) If a Service Provider is providing services for the purposes of the *Youth Criminal Justice Act (Canada)* and the *Provincial Offences Act*,
 - (i) the Service Provider will notify Ministry staff immediately where a young person residing in the Service Provider Residence is unlawfully at large, has attempted to escape or is guilty of serious misconduct;
 - (ii) the Service Provider will obtain the authorization of Ministry staff performing the functions of the Service Provider's provincial director under the *Youth Criminal Justice Act (Canada)* before permitting any young person to be absent from the Residence on day release or on temporary leave.

Service Records and Reports

6. (a) The Service Provider will maintain 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 contract, acceptable to Ministry staff which shall include service data such as statistics on target achievements and such other information as Ontario requires.
- (b) The Service Provider will also prepare and submit to Ontario, annually, or at any time upon reasonable request, a comprehensive report acceptable to Ministry 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 Ministry staff or such other persons appointed by Ontario 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, unless Ontario indicates otherwise, submit to Ontario an audited financial statement and reconciliation report with respect to the services provided pursuant to this contract within four (4) months of the Service Provider's financial year end.
- (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.
- (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 Ontario may require.
- (e) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Service Data Schedule.
- (f) The Service Provider will comply with Ontario's policies on the recovery of funds and the treatment of revenues and expenditures which will be issued from time to time.

Disposition of Records

8. (a) 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 Ontario, which may be given subject to such conditions as Ontario deems advisable.
- (b) For purposes of services provided pursuant to the *Youth Criminal Justice Act (Canada)*, and the *Provincial Offences Act*, upon termination of services to the young person, the Service Provider will retain and ultimately dispose of records relating to the young person in accordance with the *Youth Criminal Justice Act (Canada)*, the *Child and Family Services Act* and the policies and procedures of Ontario.

Confidentiality

9. (a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Ministry staff at any time during or following the term of this contract, except where required 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 the disclosure or release of information apply.
- (b) Where the Service Provider is providing services for the purposes of the *Youth Criminal Justice Act (Canada)* and the *Provincial Offences Act*, the Service Provider, its directors, officers, employees, agents and volunteers will abide by the confidentiality provisions of the *Youth Criminal Justice Act (Canada)* and the policies and procedures of Ontario.

Conflict of Interest

10. (a) 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 Ontario where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of Ontario) with the provision of services pursuant to the contract. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Crown relevant to the services where Ontario has not specifically authorized such use.
- (b) The Service Provider shall disclose to Ontario without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- (c) A breach of this section by the Service Provider shall entitle Ontario to terminate the contract, in addition to any other remedies that Ontario has in the contract, in law or in equity.

Indemnification

- 11.(a) The Service Provider will, both during and following the term of this contract, indemnify and save harmless Ontario from all costs, losses, damages, judgements, 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, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this contract.
- (b) Despite the provisions of clause 11(a), for purposes of Ontario Works, the following provisions apply:
- i) If an Ontario Works participant is placed with an employer who is covered under Schedule 1 or 2 of the regulations made under the *Workplace Safety and Insurance Act, S.O. 1997, c.16, sch. A.*, the participant will be entitled to claim benefits under such Act if he or she suffers a work-related injury or illness while participating in an approved community placement. Ontario will cover the compensation and benefits cost of compensation claims awarded by the Workplace Safety and Insurance Board to a claimant in relation to work-related injury or illness suffered while participating in an approved community placement.
 - ii) If the employer is not compulsorily covered under either Schedule 1 or Schedule 2 of the *Workplace Safety and Insurance Act* and the employer has not applied for coverage, a participant in an approved Ontario Works community placement will be covered under Ontario's Accident Insurance Plan.

Insurance

12. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to Ontario in an amount of not less than one million dollars (\$1,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

- (a) include as an additional insured "Her Majesty the Queen in right of Ontario as represented by the Minister of Community and Social Services and the Minister of Children and Youth Services" 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 to Ontario, upon request, proof of insurance.

Termination

13. Either party may terminate this contract in whole or in part with respect to the provision of any particular service 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

14. Any information collected by Ontario 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

15. 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.

EAPD Appeal

16. If the Service Provider is providing services under the Vocational Alternative Supports – Adult Program or Employment Supports (Transition) Program, the Service Provider agrees to accept the independent procedure adopted by Ontario for purposes of the agreement on "Employability Assistance For People With Disabilities" between Ontario and the Federal Government.

Health and Safety

17. If the Service Provider is providing services under the Adult Community Accommodation Group Living Support, the Service Provider agrees to comply with the health and safety regulations made under the *Developmental Services Act*.

Disposition

18. The Service Provider will not sell, change the use, or otherwise dispose, of any asset, item, furnishing or equipment purchased with Ontario funds pursuant to this contract without the prior written consent of Ontario, which may be given subject to such conditions as Ontario deems advisable.

Amendments

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

Non-Assignment

20. The Service Provider will not assign this contract, or any part thereof, without the prior written approval of Ontario, which approval may be withheld by Ontario in its sole discretion or given subject to such conditions as Ontario 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 agreement, 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 Service Provider agrees that the Service Provider and its employees and 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.

Recognition and Awareness of Public Support

23. The Service Provider shall acknowledge the Ministry's contribution of funding with respect to the provision of services under this Contract. The Service Provider shall post

on its premises any signage provided by the Ministry with respect to the program. The Ministry reserves the right to waive this requirement.

IN WITNESS WHEREOF this contract has been signed by an authorized Ontario official on behalf of Ontario and the Service Provider by its proper signing officers.

Signed, sealed and delivered

on the _____ day of _____, 20__.

Ontario Witness

On behalf of Ontario

CHILDREN'S AID SOCIETY OF
OTTAWA

Service Provider

Witness*

Signing Officer **

Title

(Seal)

Witness*

Signing Officer **

Title

* 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