

BY-LAW NUMBER - 2022-XXX

**Service Agreement
(The 'Agreement')**

This Agreement made the 1st day of December 2022.

B E T W E E N:

The Corporation of the County of Bruce
(the "County")

- and -

Community Connection
("Community Connection")

WHEREAS Community Connection is a community based, non-profit incorporated charitable organization providing assessment, information referral and advocacy services to individuals, service providers and institutions within the County of Bruce and is accredited by the Alliance of Information and Referral Systems;

AND WHEREAS the County wishes to fund Community Connection to further the information and referral and human service database infrastructure support that Community Connection currently provides to the County and the community, and;

AND WHEREAS the County and Community Connection wish to enter into this Agreement in order to define roles and responsibilities, specify services and put into place policies that will achieve accountability to the County for the funding it provides;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and other terms and conditions hereinafter contained, the parties hereby covenant, promise and agree each the other as follows:

1.0 Definitions

For the purpose of this Agreement, the following words or expressions shall have ascribed to them the meanings indicated as follows:

- a) **"Agreement"** means this Agreement including all schedules thereto, as amended from time to time;
- b) **"Board of Directors"** means the Board of Directors of Community

Connection;

- c) **"Director"** means the Director of Human Services for the County and any successor officer appointed or designated as responsible for the service areas included in that office;
- d) **"Committee"** means the Human Services Committee for the County and any such committee named its successor and any other committee identified by council;
- e) **"Confidential Information"** means information disclosed to or obtained by Community Connection from the County in connection with the fulfillment of the terms of this Agreement and which should be treated as confidential in accordance with the Municipal Freedom of information and Privacy Act (MFIPPA);
- f) **"Council"** mean the council of the County.

2.0 Provision of Service

Community Connection agrees:

- 2.1** To provide the services as outlined in the agreement;
- 2.2** To participate, as reasonably requested and agreed in advance between the parties, in such community initiatives that are relevant to the delivery of the Services in the County of Bruce collaboratively with Bruce County and other relevant partner organizations.

3.0 Term and Termination

3.1 This Agreement shall commence on January 1, 2023, and shall continue until December 31, 2025, unless terminated under Section 3.2 of this Agreement.

3.2 (a) This Agreement shall be terminated by giving written notice if,

- (i) Community Connection has become insolvent, committed an act of bankruptcy, or purported to assign the benefit of this Agreement without approval from the County; or
- (ii) the County determines upon reasonable grounds that the Community Connection is in breach of the terms of this Agreement and has provided reasonable notice to the Community Connection of the breach and it remains unremedied after such reasonable notice period.

(b) Notwithstanding subsection (a), either party may terminate the whole of this Agreement by giving the other party sixty (60) days prior notice in writing.

3.3 If this Agreement is terminated under section 3.2, Community Connection shall be paid for Services rendered up to and during the notice period.

4.0 Grant

The County shall make a grant annually to Community Connection (the "Grant") to be used for the purposes set out in Section 5.0 of this Agreement. The annual Grant shall be paid during the Term of this Agreement, commencing January 1, 2023. Payments will be disposed as per the following table.

Payment Schedule	Grant Amount
March 1, 2023	\$15,629
March 1, 2024	\$15,942
March 1, 2025	\$16,420

5.0 Use of Grant Funds

- (a) Community Connection covenants and agrees that Grant Funds shall be used to provide the following Services (the "services") to the County:
- i. Database and Online Directories. The existing Community Services Database, containing information on over 1,400 community, health and social services, will be continually updated and maintained to endeavor to ensure accuracy and quality of information. The database will be used by the Contact Centre Services when assisting inquirers, as well as made available for the general public on www.211ontario.ca and other online public directories.
 - ii. Contact Centre Services: "211", a helpline available via telephone, text, email, and online chat which provides 24 hours, 7 days per week, free and confidential service for callers regarding services in the County of Bruce and operated by Community Connection as part of an integrated province-wide service. The contact centre offers bilingual services and has access to on-demand interpretation service in more than 150 languages, as well as access for people who are deaf or hearing impaired.
 - iii. Customized Disaster Support: Community Connection will develop, maintain, and make available to Bruce County residents additional supports as needed, which may include a database that contains information about available community resources that provide services in times of disaster. The database will include organizations with a formal role in emergency response as well as organizations that emerge in the context of a particular disaster, specific relief and recovery services that are created in response to specific needs of the community.
 - iv. Public Information Line: Community Connection will be prepared to provide 24 hours, 7 days per week information and referral services to the community during (when appropriate and possible) and following a disaster or other emergency as declared by the County.

This includes assessing the needs of callers, evaluating appropriate resources, indicating organizations capable of meeting those needs, helping callers for whom services are unavailable by locating alternate resources and actively participating in linking callers to needed services or volunteer opportunities as defined by the County.

- v. Data Analysis and Reporting: Community Connection will report on service use, user demographics, caller needs, unmet needs and service outcomes at the end of each calendar year or as otherwise requested. 211 Ontario provides a real-time online data dashboard to access caller needs and trends: <https://211ontario.ca/211-data/bi/> .
 - vi. Social Determinants of Health Navigation: Community Connection will endeavor to establish relationships with primary care providers and clinicians at the Family Health Teams and Community Health Centres in Bruce County. The relationships will establish an e-referral to Community Connection for patients impacted by the social determinants of health and provide a closed-loop report from Community Connection back to the health provider. Health services database resources will be enhanced and maintained. Specialized reporting on health navigation will be provided at least annually.
- (b) Any change to the nature of activities for which the Grant has been made shall be subject to the prior approval of the Director.
 - (c) Community Connection warrants and represents to the County that no funds advanced to it shall be used for the personal benefit of any director, officer, committee member or employee of Community Connection, or used for any other program or client. Should any funds be used for any improper purpose, the amount of any such personal benefit derived shall be deemed to be a loan and shall become immediately due and payable with interest at 5% on demand by the County.
 - (d) Community Connection shall use an interest accrued on the County Grant for the purposes set out in Section 4.1 and for no other purpose.

6.0 Reporting Requirements

In addition to any other reporting provisions herein contained:

- (a) Community Connection will maintain Service records about each service being provided and prepare and submit the required information as identified. Such reports may include program data such as number of calls, referrals, assessments and other program information as the County reasonably requires.

- (b) Community Connection will prepare and submit to the County program reports acceptable to the County, acting reasonably, respecting the Services being provided.

7.0 Financial Records and Reports

- (a) Community Connection will maintain financial records and books of account respecting Services provided pursuant to this Agreement and will allow County Staff, or such other persons as may be appointed by the County from time to time, acting reasonably, to inspect and audit such books and records at all reasonable times both during the term of this Agreement and for a reasonable period subsequent to its expiration or termination.
- (b) The entire amount of the annual Grant shall be used during the calendar year of the Agreement. Any unused portion of the Grant monies shall be immediately returned to the County.
- (c) The County Auditor, or anyone designated in writing by the Director, may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the Grant and in the possession of Community Connection or its employees and shall have the right to make copies thereof and to take extracts from.
- (d) Community Connection will retain the records and books of account referred to in subsection (c) for a period of seven (7) years.

8.0 Acknowledgement of County of Bruce

Community Connection shall on all written material, reports, events, signage or publicity which are paid for in full or in part with funds from the Grant, acknowledge the financial support of the County in a way satisfactory to the Director.

9.0 Confidentiality

Community Connection will hold confidential and will not disclose or release to any person other than County Staff or as required in the provision of the Services to recipients of the service, at any time during or following the term of this Agreement, 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 prior to the release or disclosure of such information or document. The County shall be bound by the same duty of confidentiality as required of Community Connection.

10.0 Human Rights Code

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

termination of this Agreement.

11.0 Indemnification

In its provision of the Services, Community Connection, both during and following the end of the term of this Agreement, indemnifies and holds harmless the County of Bruce, its officers, elected officials, servant, agents and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property caused by any acts or omissions of the Operator, its officers, agents, servants, employees, volunteers, invitees or licensees provided by the Operator pursuant to this Agreement. This clause shall survive the termination of this Agreement.

12.0 Insurance

Community Connection shall, at its expense, maintain and keep in force during the term of the Agreement Commercial General Liability Insurance in the amount of \$5,000,000. Such insurance shall be purchased from a financially responsible insurance company qualified to do business in the Province of Ontario. Community Connection shall notify the County of any change, cancellation or expiration in coverage at least thirty (30) days prior to same and the County shall be named as additional insured on such coverage.

13.0 Disposition

The Operator will not sell, change the use, or otherwise dispose of any item (unless disposable by its nature), furnishing or equipment purchased with County funds pursuant to this Agreement without the prior written consent of the County, which may be given subject to such conditions, as the County deems advisable.

14.0 Amendments

This Agreement and its Schedule may be amended from time to time through an amendment made in writing and duly signed by the parties to this Agreement.

15.0 Non-Assignment and Change in Ownership

- (a) Community Connection is a non-share capital, non-profit Ontario Corporation accorded charitable status by Canada Revenue Agency.
- (b) Community Connection shall advise the Director forty-five (45) days in advance of any proposed changes to its organizational structure.
- (c) Community Connection will not assign this agreement, or any part thereof, without the prior written approval of the County, which approval may be withheld by the County in its sole discretion or given subject to such conditions as the County may impose.

16.0 Laws

Community Connection agrees that the Community Connection 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 Agreement, including but not limited to the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

17.0 Waivers

Any waiver by the County of the strict compliance by Community Connection with a term, covenant or condition in this agreement, or any indulgence granted by the County to Community Connection is not considered to be a waiver of a subsequent default or breach by Community Connection, nor entitle Community Connection to a similar indulgence.

18.0 Independent Contractor

The County and Community Connection shall not be deemed to be carrying on a partnership relating to the delivery of services pursuant to this Agreement and the parties hereto agree that the Operator is an entirely independent contractor providing such services for the County pursuant to the terms and conditions of this Agreement.

19.0 Overpayment

If for any reason Community Connection is overpaid under this Agreement, the County will deduct the amount of the overpayment from any future monies owing to Community Connection or require Community Connection to return the funds to the County by way of a cheque to the County or the County will collect the overpayment from the Operator through a court of competent jurisdiction.

20.0 Notice

Any notice required pursuant to this Agreement shall be in writing and delivered to:

In the Case of the County

Director, Human Services
The Corporation of the County of Bruce
30 Park Street, PO Box 399
Walkerton, ON N0G 2V0

In the Case of Community Connection

Executive Director
Community Connection
199 Campbell Street
Collingwood, Ontario L9Y 4J9

Any notice given in accordance with this provision shall be deemed to have been received upon delivery, if delivered personally, or five (5) days after posting, if mailed by prepaid registered mail.

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals as attested to by the Signatures of the Signing Officers of their respective proper signing officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE COUNTY OF BRUCE

Name:
Warden:

Name:
Clerk:

COMMUNITY CONNECTION

Name:
Title:

Name:
Title:

Signed this December 1, 2022