

**THE CORPORATION OF THE
TOWNSHIP OF McGARRY
SCHEDULE "A"
TO BY-LAW No. 99-04**

PURCHASE OF SERVICE AGREEMENT

BETWEEN:

The District of Timiskaming Social Services Administration Board (DTSSAB)

- and -

The Corporation of the Township of McGarry (the Municipality)

AS the Municipality has the authority pursuant to the legislation indicated in this By-law to enter into this Agreement to provide certain social services;

AND AS the DTSSAB has the authority pursuant to the legislation indicated in this By-law to enter into this Agreement to purchase certain social services;

THEREFORE THE PARTIES agree as follows:

Service

The Municipality agrees to provide income maintenance services and administration of same on behalf of the DTSSAB according to the following terms and conditions, for the purpose of the continuation of the program service delivery to clients pursuant to the Ontario Works Act, 1997, within the corporate boundaries of the Municipality which is located within the geographic boundary of the DTSSAB.

Term

This agreement shall be in force and effect from February 1, 1999 until it is superseded or replaced by a subsequent contract or until the day that the DTSSAB is prepared to assume actual program delivery to the clients of the Municipality.

Consideration

The Municipality shall recover from the DTSSAB the actual cost of income maintenance paid to clients pursuant the Ontario Works Act under this agreement. Payment will be made to the Municipality based on the Municipality's Forms as prescribed for Application for Monthly Payment of Provincial Subsidy filed with the DTSSAB. Payment will be made to the Municipality within 15 days of receipt of the Forms.

Reports

The Municipality shall file with the DTSSAB, within 10 days of the end of each calendar month, Forms as prescribed for Application for Monthly Payment of Provincial Subsidy for all social assistance paid to clients pursuant to this agreement for the immediate preceding month.

The Municipality shall maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow DTSSAB or Ministry of Community & Social Services (Ministry) Staff to inspect and audit such books and records at all reasonable times both during the term of this agreement and subsequent to its expiration or termination.

The Municipality shall maintain individual client files in accordance with the Ontario Works Act, 1997 and regulations thereunder.

Confidentiality

The provisions of the Municipal Freedom of Information and Protection of Privacy Act shall apply with respect to the release for disclosure of information which is held by the Municipality pursuant to this agreement. The Municipality, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Ministry or DTSSAB staff 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 or the individual's parent or guardian prior to the release or disclosure of such information or documentation.

Indemnification

The DTSSAB will be responsible for any liability claims for the duration of the agreement specific to the delivery of Ontario Works by the Municipality within the corporate boundaries of the municipality which is located within the geographic area of the DTSSAB.

Insurance

The Municipality shall obtain and maintain in full force during the term of this agreement, general liability insurance 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 agreement.

Termination

Either party may terminate this agreement upon thirty (30) days written notice to the other party.

Non-Assignment

The Municipality shall not assign this agreement, or part thereof, without the prior written approval of the DTSSAB.

Laws

The Municipality and its employees and representatives 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.

IN WITNESS WHEREOF this agreement has been signed by the authorized Officials on behalf of the Municipality and the DTSSAB by its proper signing officers.

Signed, sealed and delivered

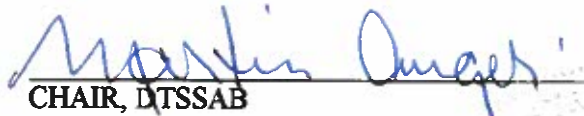
on the 1st day of FEB, 1999.


REEVE

seal


CLERK-TREASURER/ADMINISTRATOR

Seal


CHAIR, DTSSAB


DIRECTOR OF COMMUNITY SERVICES,
DTSSAB



**THE CORPORATION OF THE
TOWNSHIP OF McGARRY
BY-LAW NO. 99-04**

BEING a By-law to authorize the execution of an agreement between District of Timiskaming Social Services Administration Board and The Corporation of The Township of McGarry.

WHEREAS Section 27 of the Interpretation Act, R.S.O. 1990, Chapter 1.11 provides that municipal corporations are endowed with the general capacity to contract and be contracted with;

AND WHEREAS Section 45 of the Ontario Works Act, 1997 provides that the delivery agent may enter into an agreement with regard to any matter relating to the administration of the Act, or the provision of assistance in the delivery agent's geographic area;

AND WHEREAS the Council of the Corporation of the Township of McGarry deems it expedient to enter into an agreement with the District of Timiskaming Social Services Administration Board;


NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF McGARRY HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Head of Council and the Clerk are hereby authorized to execute a Purchase of Services Agreement for the continued delivery of income maintenance pursuant to the Ontario Works Act and Regulations thereunder, between the District of Timiskaming Social Services Administration Board and The Corporation of the Township of McGarry, a copy of which is attached hereto as Schedule "A" and forms part of this By-law.
2. **THAT** this By-law comes into full force and effect upon the final passing thereof.
3. **THAT** any and all previous by-laws pertaining to purchase of service agreement pursuant to the Ontario Works Act and Regulations be and are hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY
PASSED THIS 2nd DAY OF FEBRUARY, 1999.**



REEVE



CLERK