



Board of Directors
Tuesday, May 23, 2023, at 5:30 p.m.
In-person at 643 Park Road North
or by Zoom:

Agenda for Open Meeting

1. **Call to Order**
2. **Welcome Jill as new Director; Scott Gregory, MCCSS Program Supervisor**
3. **Land Acknowledgment**
4. **Agenda - Additions, Deletions, Approval** **Decision**
5. **Conflict of Interest Declarations** **Declaration**
6. **Auditor**
7. **Approval of Minutes – April 25, 2023** **Decision**
8. **Business Arising from Minutes**
 - a.
9. **Executive Reports**
 - a. Chair's Report
 - b. Treasurer's Report – April 30, 2023 **Decision**
 - c. CEO's Report **Decision**
10. **Committee Reports**
 - a. Policy Review Committee – By-Laws & Governance Policies **Decision**
 - b. Nominating Committee **-**
11. **New Business**
 - a.
12. **Correspondence**
 - a.
13. **In-Camera - Motion to move in-camera** **Decision**
14. **In-Camera Reports (as appropriate)** **Decision**
15. **Adjournment – Motion to adjourn** **Decision**

Next Meeting: Tuesday, June 27, 2023, at 5:30 p.m.
This is the AGM Business Meeting and Board Meeting



Board of Directors Minutes for the Open Meeting Tuesday, April 25, 2023

Present:

Chair:	Susan Fitzgerald
Vice Chair/Treasurer:	Kelly Skrzypek
Secretary:	Greg Hackborn
Directors:	Laura Miedema, Emily Miller, Jenn Tonnies, Brian Konst
Chief Executive Officer:	Jane Angus
Manager of Service Coordination	Alison Hilborn

Guest: Tommy Nagorski (auditor)

Regrets: Elizabeth Abraham, Cindy Landry, Jenna Dierick

1. Call to Order and Welcome Jennifer

Susan Fitzgerald called the meeting to order at 5:31 p.m. Introductions were made and welcomed Auditor Tommy Nagorski from BDO.

2. Land Acknowledgment

Susan read the Land acknowledgment.

3. Agenda – Added Tangible Capital Assets Policy and MCCSS Memo regarding year-end reporting.

Motion: To approve the agenda.
Brian and Greg. **Carried.**

4. Conflict of Interest Declarations

None declared.

5. Auditor

Tommy reviewed the planning information for the audit and noted some changes in auditing standards. The Board confirmed that the audit needs to be completed for the June 27th meeting. The auditors are not aware of any fraud at this time and ask the Board to reach out to BDO if they have any concerns. Tommy asked if the Board was aware of any fraud, and the Board responded 'No' unanimously.

6. Approval of Minutes – March 28, 2023

Motion: To accept the minutes from March 28, 2023.
Kelly and Jenn. **Carried.**

7. Business Arising from Minutes

a) Directors Terms and Executive Succession

As this is Susan's last meeting, Kelly thanked Susan for her commitment and time on the Board.

With Susan leaving, the Board discussed the revision of Officers.

Motion: Effective May 1, 2023, to approve Kelly Skrzypek to be Chair and Treasurer, Greg Hackborn to be Vice Chair, and Laura Miedema to be Secretary.

Brian and Emily. **Carried.**

Directors were asked for their plans to remain on the Board for another year (June 2023 to June 2024). The commitment was stated by: Kelly, Greg, Laura, Brian, Emily, and Jennifer. Jane will connect with Jenna and Elizabeth by email.

A discussion was held on the appointment of Officers at the June 2023 Annual Business meeting, and the nominations made at this meeting are interested in continuing.

b) Annual Board Self-Evaluation –

Six respondents' feedback was reviewed. Susan noted the concern expressed about Board meetings and active participation at meetings – brief discussion on the bylaw regarding attendance of members. It was also noted that the Board should address training for Directors; emails are sent by Jane on training opportunities related to governance.

Action: Jane will be drafting the feedback from the Policy Review Committee on By-Laws and Governance Policies, which will address attendance at meetings.

Action: Jane will add Board Training as an agenda item 2x a year.

8. Executive Reports:

- a. Chair's Report – Email approval was received on April 13, 2023 by 8 directors to approve the payment of \$31,976 to Genesis Community Rehabilitation Inc. for URS respite services in March 2023.

Recommendation: Approve the payment of \$31,976.00 to Genesis Community Rehabilitation Inc. for URS respite services in March 2023.

Carried.

- b. Treasurer's Report – March 28, 2023

Motion: To approve the Treasurer's report as presented.

Greg and Brian. **Carried.**

c. CEO's Report

With Susan retiring, a Board representative is needed on the Staff/Board Communication Strategy Committee – Emily volunteered.

Jane noted continued work with Woodview regarding referrals to Contact Brant for children and youth whose needs go beyond mental health, as our data shows it is negatively impacting our intake numbers.

Motion: To approve CEO's report as presented.
Kelly and Greg. **Carried.**

9. Committee Reports

a. Policy Review Committee

A brief update on By-Laws & Governance Policies was presented. The auditors flagged that we need a Tangible Capital Assets Policy.

Motion: To approve the Tangible Capital Assets Policy as presented:
Brian and Emily – **Carried.**

b. Nominating Committee – Jill Esposto

Motion: To approve Jill Esposto as a Board Member.
Brian and Greg. **Carried.**

10. New Business

a. Strategic Priorities Work Plan 2022-23 Final Report

Motion: To approve the Strategic Priorities as presented:
Kelly and Laura – **Carried.**

b. CEO Job Description -revised

In reviewing Governance Policies, it was identified that the CEO's Job Description was out of date. Kelly and Jane drafted a revision.

Motion: To approve the CEO's Job Description as presented:
Emily and Greg – **Carried.**

11. Correspondence

a. MCCSS Memo

Year-end reporting requirements and the annual reconciliation will be merged, with a due date of July 31, 2023.

12. In-Camera

Motion: To move in-camera at 7:03 p.m.
Kelly and Brian. **Carried.**

13. In-Camera Reports

Motion: To approve the in-camera reports.
Kelly and Emily. **Carried.**

14. Adjournment - Susan adjourned the meeting at 7.50 p.m.

Next Meeting: Tuesday, May 23, 2023, at 5:30 p.m.

Date

Chair's Signature



Board of Directors
Open Report from the Chair
May 23, 2023

Email approval was received for the following recommendation on May 10, 2023:

Approve payment of \$24,752.00 to Genesis Community Rehabilitation Inc. for URS services provided in April 2023.


Laura, Emily, Jenn, Brian, Kelly, Jill, Elizabeth



April 30, 2023

	2022-2023 Actual	2023-2024 BUDGET	2023-24 MCCSS Forecast	2023-24 MOH Forecast	2023-2024 Forecast	2023-2024 YTD	Notes
REVENUE							
Access - Children's (MCCSS)	1,200	1,200	1,200		1,200	100	
DS Children's Specialized (MCCSS)	185,315	185,315	185,315		185,315	15,453	
RPAC (MCCSS)	692	692	692		692	65	
Coordinated Service Planning (MCCSS)	261,100	261,100	261,100		261,100	21,762	
Complex Needs (MCCSS)	65,280	65,280	65,280		65,280	5,440	
FASD (MCCSS)	180,000	180,000	180,000		180,000	15,000	
Urgent Response Service (MCCSS)	3,404,453	3,974,000	4,081,406		4,081,406	340,119	Increase of \$107,406 for PCE
Access Intake Service Planning (MOH)	351,493	351,493		351,493	351,493	29,298	
Service Coordination Process (MOH)	14,566	14,566		14,566	14,566	1,217	
Sub-Total Ministry Actual Revenue	4,464,099	5,033,646	4,774,993	366,059	5,141,052	428,454	
Off-Setting Revenue Info Services (211-\$43,753; Findhelp \$1,844.98)	45,598	44,518	44,518	0	44,518	10,779	
Off-Setting Maternity Leave Group Benefits	224					0	
Off-setting Revenue - SLT Osborne Group	12,473					0	
Amortization Deferred Capital Contributions	0	0			0	0	
TOTAL Revenue	4,522,393	5,078,164	4,819,511	366,059	5,185,570	439,233	
Applied from Projects	633					0	
EXPENSES							
	2022-2023 Actual	2023-2024 Budget	2024-25 MCCSS Forecast	2024-25 MOH Forecast	2023-2024 Forecast	2023-2024 YTD	
Total Salaries	1,226,194	1,333,239	1,060,780	272,459	1,333,239	101,235	
Staff Salaries	1,226,194		992,099	241,756	1,233,855	101,235	
ACA Salaries	0		68,681	30,703	99,384	0	
Benefits	201,401	266,648	226,648	40,000	266,648	17,863	
Mandatory Benefits (CPP, EI, EHT)	87,902	114,659	94,659	20,000	114,659	7,676	
Benefits Other (WSIB, group benefits)	113,499	151,989	131,989	20,000	151,989	10,187	
Training (education, meetings, recruitment - staff & board)	49,774	19,300	16,300	3,000	19,300	-500	
Staff Development	20,623	8,000	7,000	1,000	8,000	0	
Staff and Board Expenses	29,152	11,300	9,300	2,000	11,300	-500	Accrued VISA; now paid
Transportation & Communication	175,797	106,319	82,719	23,600	106,319	-1,328	
Travel	1,500	3,000	3,400	100	3,500	0	
Communication - (Postage, Bell, Cozzmic)	16,882	18,200	12,200	6,000	18,200	542	
Promotion and Membership Fees	68,566	17,500	15,000	2,500	17,500	-2,259	Accrued VISA; now paid
IT software & IT equipment & photocopier	35,957	36,000	30,500	5,000	35,500	390	
IT - Maintenance & DataBase (Backup Server,KCL, EMHware)	52,892	31,619	21,619	10,000	31,619	0	
Building Occupancy (Lease, Insurance, Repairs & Mtce)	53,641	55,800	40,800	15,000	55,800	6,899	
Lease and Building Maintenance	38,584	40,800	30,800	10,000	40,800	5,544	
Insurance Expense	15,058	15,000	10,000	5,000	15,000	1,355	
Professional/Contracted-out (legal, audit, bank, payroll services, consultant fees)	28,486	25,300	15,300	10,000	25,300	-9,746	
Audit, Legal, Bank Charges, Payroll, Other	23,067	25,300	15,300	10,000	25,300	-9,746	Accrued Audit Expenses
Consulting	5,418	0	0	0	0	0	
Other Program/Service Expenditures (Dues/Fees for Memberships, all other not classified)	1,823,787	3,265,558	3,372,964	0	3,372,964	167,789	
Purchased Client Services	1,815,968	3,255,558	3,362,964	0	3,362,964	167,134	PCE expenses
Interpretation and Translation Services	7,819	10,000	10,000	0	10,000	655	
Supplies & Equipment	31,487	6,000	4,000	2,000	6,000	9	
Furniture and Office Supplies	31,487	6,000	4,000	2,000	6,000	9	
Amortization Deferred Capital Contributions	0		0	0	0	0	
Contingency						0	
TOTAL Ministry Expenses	3,590,568	5,078,164	4,712,105	366,059	5,078,164	282,223	
Ministry Surplus (Loss)	932,458		107,406	0	107,406	157,010	

Quick Books Cash Balance*	1,143,088	
Internally Restricted BHN	16,374	
QuickBooks Balance	1,126,714	*
TD Account Actual Balance	1,188,603	
Outstanding Transactions	45,515	
Cash Balance (TD - Outstanding)*	1,143,088	
Restricted Lease Funds	26,464	GIC bank statement balance \$27,240.08 (Difference \$776.08)
Unrestricted Funds Balance	10,527	

 <div>April 30, 2023</div>	PROJECT FUNDS				Notes
	2022-2023 Actual	2023-2024 BUDGET	2023-2024 Forecast	2022-2023 YTD	
REVENUE					
Your Guide	23,240	23,240	23,240	23,240	\$23,239.78 deferred from 2022/23
FASD Caregiver Support Group	4,500	0	4,500	0	
Health Spending Account	5,000	8,000	8,000	5,000	Applied for funding
Group Benefits - Mat Leave Reimbursement (1119)	582	0	358	358	
SLT Osborne Group Contract	12,473	0	0	0	358.30 deferred from 2022/23 for April to June 2023
Other (Accrued, Interest Earned, Staff payments, GIC Interest , Miscellaneous)	948	1,000	1,000	0	
Non-Ministry Amortization Deferred Capital Contributions	0	0	0	0	
TOTAL Projects Revenue	46,742	32,240	37,098	28,598	
EXPENSES					
Your Guide	23,240	23,240	0	0	
FASD Caregiver Support Group	4,514	0	4,500	100	
Health Spending Account	5,000	8,000	8,000	0	
Group Benefits - Mat Leave Reimbursement	582	0	358	0	
Off-setting Revenue for SLT Osborne Group	12,473	0	0	0	
Other Expenses	0	1,000	1,000	0	
Non-Ministry Amortization Deferred Capital Contributions	0	0	0	0	
Applied to Ministry	633	0		0	
Total Projects Expenses	45,808	24,240	13,858	100	
Projects Surplus (Loss)	301	8,000	23,240	28,498	

TOTAL MINISTRY AND PROJECTS

TOTAL REVENUE	4,569,136	4,913,403	4,918,261	467,831
TOTAL EXPENSES	3,636,377	4,905,403	4,895,021	282,323
TOTAL Surplus (Loss)	932,759	8,000	23,240	185,508

ACCRUED EXPENSES 2022-2023	Amount	Amount Paid	Date Paid
Audit Expenses - 2022-2023 Fiscal Year	10,000.00		
VISA - Zehrs - Meeting Costs	500.00		
VISA - 4imprint - Promotional Items CSP	2,259.15		
Service Provider - Innovative Occupational Thereapy Services	672.00	672.00	April 13, 2023
TOTAL ACCRUED	13,431.15	672.00	

AMORTIZATION	Annual 20/21
Equipment/Furniture	4,256
Computers	11,615
Software	37,029
Amortization MCCSS	52,900

HST Refund	3,610.44
HST Paid/yet to be Refunded	159.05

HST is paid at time of cheque issued, yet bookkeeping & financial report take out the rebate which will be refunded; this reflects the rebate which balances the

Month's Transaction Totals	
Total revenue deposited	468,607.65
Total cheques written	7,199.42
Total withdrawals	254,109.33

23,209.31 submitted for Oct. 1 - Mar 31 2022/23



Board of Directors
Report from the Chief Executive Officer - Open Meeting
May 23, 2023

Communication and Counsel to the Board

URS Outcomes

Attached are the results of the CANS scores per client at intake and at discharge for (i) the targeted behaviour, and (ii) family stress.

Information

URS Providers

Following is the list of service providers that we have contracted with to provide URS services. Other than the 2 organizations noted as flow-through contracts (paid monthly), the contracts are fee-for-service which means they invoice us at the end of each month for services provided. The services provided are outlined in each client's URS Plan. A copy of the Agreement developed by legal counsel for the URS Leads provincial group is attached. The Purchase of Service budget for 2023 – 2024 is \$3,255,558.

1. AlphaBee Inc., Williams Marijan Associates
2. Anchor Rehabilitation Support Services
3. Aptitude Specialized Supports
4. Bartimaeus Inc.
5. Bethesda Direct Services Inc. (flow-through)
6. Bluewater Respite Care
7. Collaborative Approach Therapy Services
8. Cornerstone Support Services
9. Cornerstones Special Needs Services
10. Genesis Community Rehabilitation
11. Guidance for Loved Youth
12. Hamilton Health Sciences (flow-through)
13. HN REACH
14. Inclusions Developmental Services
15. Innovative Occupational Therapy Services
16. Jason's Wheelhouse
17. Lansdowne Children's Centre
18. Momentum Autism Services
19. Now What
20. Pathways to Hope
21. PBS – Positive Behaviour Supports
22. PS Elite Support Services Inc.
23. Recreational Respite Inc.
24. Social Connections ABA Therapy
25. Trillium Support Services
26. Willowbridge Community Services
27. Zebra Therapy

Recommendation: Approve the URS Providers contracted to provide services on fee-for-service and flow-through agreements.

Decision

URS Revenue

MCCSS has added \$107,406 to our URS budget to cover PCE (Permanent Compensation Enhancement) which provides \$3.00 per hour above base hourly pay for Personal Support Workers and Direct Support Workers. Eligible workers are the respite providers we fund through the URS purchase of service. The respite services are responsible to adjust their wage rates if they want this PCE.

Information



Correction to data provided on April 25th:

FASD Service Coordination						
	Q4	Q3	Q2	Q1	2021-22	Notes
# Referrals	11	6	0	0	17	A 35% decrease in referrals. 2% increase in numbers attending capacity-building sessions. 6% overall increase in numbers served.
# Served Target 60	285	59	54	50	268	
# Active on Caseloads	44	40	35	34	47	
# FASD Capacity Building	182	54	11	16	178	
Direct Hours	614.75	397.5	228.75	160.5	643	
Indirect Hours	1,536	1127	795.75	424.25	1,752	
# Discharged	8	6	5	3	14	
# Waiting Target 0	0	0	0	0	1	
Wait Time Target 0	0	0	0	0	8	
# Service Plans	27	19	19	18	18	

Operational Policies Overview - Administrative Policies

Following is a summary of Administrative Policies and Procedures:

Statistics	<p>Contact Brant's centralized client database requires the accurate collection of statistical information for service system planning, both for the local community and for the Ministry. Accurate recording of data and timely production of reports is integral to the success of this mandate.</p> <p><u>Policy:</u> All staff will complete appropriate and accurate documentation for each public encounter. Staff will notify all clients that non-identifying information gathered from them will be used in an aggregate and non-identifying way for Ministry/funder reporting and to inform community planning for the purposes of improving services.</p>
Consent	<p>Procedures outline the requirement for informed consent, in line with the Child, Youth and Family Services Act (CYFSA) and Personal Health Information Protection Act 2004 (PHIPA).</p> <p><u>Policy:</u> Contact Brant will ensure explicit consent is secured for use and disclosure of personal information, and only used or disclosed to those for the purposes it is intended as documented in the consent provided by the individual.</p>
Risk Management	<p>Procedures align with expectations set in the Governance Policy and outline the CEO's responsibility for due diligence in managing situations proactively to reduce risk. This includes annual policy review; regular workplace inspections and audits to ensure effective health and safety practices; addressing and reviewing any issues with staff; orientation and regular training of employees; confidentiality and privacy; and adequate insurance.</p>

	<p><u>Policy:</u> Contact Brant will take all appropriate measures to reduce risk to the organization, including resources, staff, volunteers, finances, and clients.</p>
Cellular Telephones/ Portable Electronic Devices	<p>Staff may be provided with a cell phone to provide for safety or ease of contact for work. Other portable devices including but not limited to laptops, ipads, and USB keys may be provided by Contact Brant to support employees' work. Procedures outline the appropriate use of portable equipment.</p> <p><u>Policy:</u> Employees must ensure confidentiality and privacy are protected at all times on any agency-provided portable electronic device or their own cell phone used for Contact Brant-related business.</p> <p>Cell phones and service packages provided by Contact Brant must be used responsibly, ethically, and cost-effectively.</p> <p>Cell phones and other portable devices, whether owned by Contact Brant or personally, will be used safely at all times; use of cellphones and portable devices while driving is strictly forbidden unless using it in hands-free mode.</p>
Serious Occurrence	<p>The province sets Serious Occurrence reporting expectations. Contact Brant's policy and procedures align with the Ministry's direction.</p> <p><u>Policy:</u> Contact Brant will strive to protect the health, safety and welfare of the individuals being served. Contact Brant will meet expectations in service delivery and be accountable in serious occurrence follow-up, consistent with relevant legislation, regulations and/or Ministry policy.</p>
Voice Mail	<p>As Contact Brant is an access agency with the expectation of providing information and connecting to services in a timely manner, procedures outline staff being responsive.</p> <p><u>Policy:</u> Employees will return voice mail messages within one business day, preferably within the same business day wherever possible.</p>
Computer and IT	<p>Contact Brant relies on the use of internet technologies including computers, laptops and other portable devices (e.g., flash drives, cell phones, projectors, cameras, etc.). Procedures outline expectations regarding the use of these technologies.</p> <p><u>Policy:</u> Contact Brant employees, students and volunteers will ensure the security and confidentiality of all information in the agency's internet technologies information systems, as well as protect and respect Contact Brant's IT equipment and resources.</p>
Feedback and Complaints	<p>The Customer Service legislation (AODA) expects organizations to have a process to receive feedback. Contact Brant establishes this in policy; procedures identify receiving feedback through surveys, website, and brochure.</p> <p><u>Policy:</u> Contact Brant will strive to provide clients with the best possible service, welcomes suggestions and comments, and will respond to people in a timely manner when feedback or complaints are received.</p>
Retention of Records	<p>Client records are maintained for the continuity of client care; there are no formal retention guidelines, so the Contact agencies established 10 years. Procedures outline that records are stored securely, and destroyed by shredding.</p> <p><u>Policy:</u></p> <p>Financial records will be retained for seven years.</p> <p>Personnel records will be retained for seven years after termination of employment.</p> <p>Client records will be retained for ten years:</p> <ul style="list-style-type: none"> • After the eighteenth anniversary of the birth of the client or after the last contact with the client, whichever is longer

	<ul style="list-style-type: none"> • For clients age 18 and older as of July 1, 2011 who have a confirmed developmental disability. • Except for records relating to abuse of a person by a fiduciary, or negligence/abuse/misconduct on the part of the agency or its staff; these records will be flagged as “not to be destroyed”. • Except where the personal information is subject to an access request under the CYFSA. • Client records will be archived electronically wherever possible; any destruction of records will be done in a secure manner once all information has been scanned and attached to the client’s file in EMHware.
Business Continuity	<p>An emergency can impose unusual demands and/or significantly restrict access to resources. Every organization is at risk from potential disasters including natural disasters; accidents and threats; sabotage; power and energy disruptions; communication, transportation, safety, and service sector failure; environmental disasters; or cyber-attacks and hacker activity. A Business Continuity Plan helps Contact Brant plan to have the resources and information needed to deal with emergencies.</p> <p><u>Policy:</u> Contact Brant will have a Business Continuity Plan in place to identify the resources, procedures and information needed to deal with emergencies.</p> <p>Employees will be familiar with and prepared to follow the Business Continuity Plan to ensure service delivery to clients as soon as possible following any emergency and/or disaster.</p>
Visual Identity	<p>The corporation’s logo is a valuable asset as our visual identity.</p> <p><u>Policy:</u> The Contact Brant logo should be used consistently on all communication outside the agency. No variation in the design or colour of the logo is permitted.</p>
Human Resource Records	<p>The <i>Employment Standards Act</i> identifies documentation that is required to be included in each Human Resource Record.</p> <p><u>Policy:</u> Contact Brant will have a current and updated Human Resource Record for each staff member.</p>
Anti-Spam	<p>Canada’s Anti-Spam Legislation requires organizations to obtain consent for electronic communications.</p> <p><u>Policy:</u> Contact Brant and its employees will ensure all electronic messages sent by the organization are in accordance with Canada's Anti-Spam Legislation</p>
Recording Standards	<p>Because our records are shared with families and community stakeholders, it is a priority that records are thorough, accurate and professional.</p> <p><u>Policy:</u> Employees will ensure that all records are thorough, accurate and professional, as well as created and maintained following best practices, demonstrating values of privacy, consistency, respect, and transparency, as well as meeting all legislative requirements.</p> <p>To ensure that information related to service contacts is recorded accurately, all case notes must be recorded within 24 hours after a contact.</p>

Information

Staffing

Three staff have been hired on temporary contracts:

- Angela Luedke, URS Coordinator covering a one-year maternity leave
- Eleanor Ranger, Information Services Assistant 6-month contract
- Janessa Walters, URS Coordinator covering a one-year maternity leave.

Information

CANS Outcomes - Intake vs. Discharge
Change in Targeted Risk Factor Rating

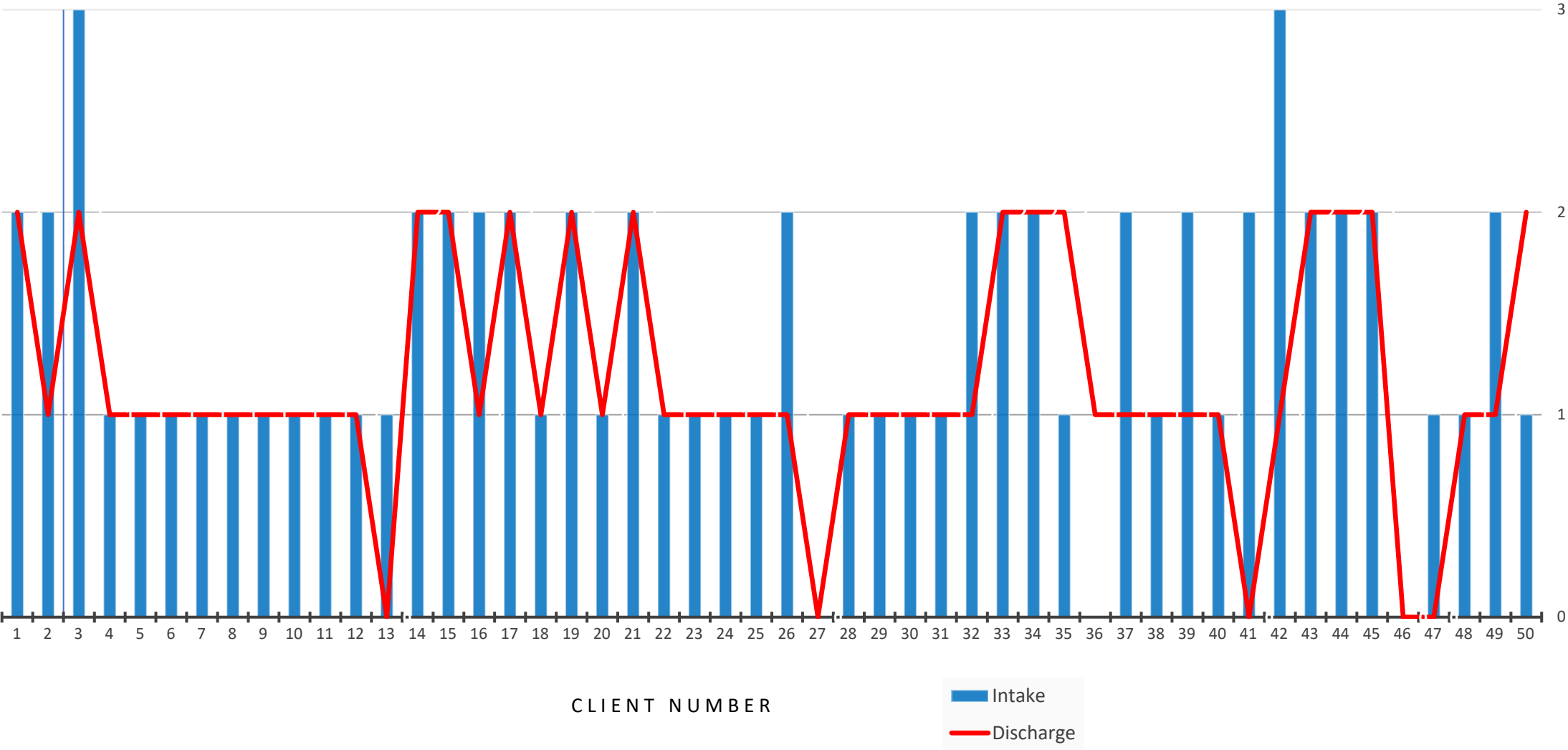
Q4: January 1 - March. 31, 2023



CANS Outcomes - Intake vs. Discharge

Change in Family Stress Rating

Q4: January 1 - March. 31, 2023



**ONTARIO AUTISM PROGRAM
URGENT RESPONSE SERVICE
SERVICES AGREEMENT**

THIS AGREEMENT made as of the ____ day of _____, 20__

B E T W E E N:

Contact Brant for Children’s and Developmental Services,

(“Lead Organization” for the Hamilton-Niagara Region)

-and-

[INSERT LEGAL NAME OF SERVICE PROVIDER]

(the “Service Provider”)

WHEREAS in 2019, the Ministry of Children, Community and Social Services (“**MCCSS**”) announced key elements of a needs-based Ontario Autism Program (“**OAP**”);

AND WHEREAS the Lead Organization has entered into a transfer payment agreement with the MCCSS (“**TPA**”) as a lead organization responsible for managing, delivering and coordinating delivery of the OAP urgent response services;

AND WHEREAS Lead Organization may enter into service agreements with service providers to be available to deliver OAP urgent response services as required;

AND WHEREAS the Lead Organization and the Service Provider wish to enter into this Agreement to set out the terms and conditions upon which the Service Provider will deliver the OAP urgent response services;

NOW THEREFORE BE IT RESOLVED THAT in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions.

In this Agreement:

- (a) “**Agreement**” means this Ontario Autism Program Urgent Response Services Agreement;
- (b) “**Applicable Laws**” means all federal, provincial or municipal laws or regulations or any orders, rules, by-laws, policies, guidelines or standards of practice established by any governmental authority that are applicable to the Service Provider, the Services and this Agreement;

- (c) **“Business Hours”** means Contact Brant’s office hours, Monday to Friday, 8:30 a.m. to 4:30 p.m.;
- (d) **“Caregiver”** means any individual who is responsible for the care of a Client and who provides care to the Client without remuneration, and includes the Client’s substitute decision-maker;
- (e) **“Client(s)”** means URS client(s) of the Lead Organization;
- (f) **“Client Information”** means any information in any form, whether recorded or not, including personal health information as the term is defined in PHIPA with respect to Clients, whether provided by the Lead Organization to the Service Provider in connection with this Agreement or collected, obtained, compiled or created by the Service Provider in connection with the delivery of Services;
- (g) **“Confidential Information”** means any oral, written or electronic data and information now or hereafter existing during the Term of this Agreement relating to the business and affairs of the Lead Organization which is treated by the Lead Organization as confidential and to which access is granted or obtained by the Service Provider. For greater certainty, Confidential Information may include personal information or personal health information. Confidential Information does not include any data or information which:
 - (i) was known to the Service Provider prior to the disclosure to it by the Lead Organization;
 - (ii) was independently developed by the Service Provider as evidenced by records;
 - (iii) is subsequently, lawfully obtained by the Service Provider from a third party without breach of this Agreement by the Service Provider;
 - (iv) becomes publicly available other than through a breach of this Agreement;
 - (v) is disclosed where the Lead Organization has provided its prior written consent to such disclosure by the Service Provider; or
 - (vi) is disclosed by legal requirement;
- (h) **“Conflict of Interest”** includes any circumstances where the Service Provider or 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 Services;
- (i) **“Cure Period”** has the meaning ascribed thereto in section 8.2(c) hereof;
- (j) **“Designated Contact”** means the Service Provider contact designated in accordance with section 10.3 hereof;

- (k) **“Effective Date”** has the meaning ascribed thereto in section 8.1 hereof;
- (l) **“Fees”** has the meaning ascribed thereto in section 3.1(a) hereof;
- (m) **“Intellectual Property Rights”** means all trade-marks, trade-names, copyright, patents, industrial designs, trade secrets, know-how and confidential information and any other intellectual property rights, as recognized by any jurisdiction and whether registered or not;
- (n) **“Lead Organization”** means **Contact Brant for Children’s and Developmental Services**;
- (o) **“MCCSS”** means the Ministry of Children, Community and Social Services;
- (p) **“OAP”** means the Ontario Autism Program;
- (q) **“OAP URS Guidelines”** means the Ontario Autism Program Urgent Response Service Regional Based Proposal Guidelines, as may be amended by MCCSS from time to time;
- (r) **“PHIPA”** means the *Personal Health Information Protection Act, 2004* (Ontario) and the regulations thereunder, as may be amended or replaced from time to time;
- (s) **“Records”** has the meaning ascribed thereto in section 6.1(c) hereof;
- (t) **“Service Provider”** means **[insert legal name]**;
- (u) **“Service Provider Staff”** means the employees, contractors and agents of the Service Provider delivering the Services;
- (v) **“Services”** has the meaning ascribed thereto in section 2.2(a) hereof;
- (w) **“Service Plan”** means the urgent response service plan developed and approved by the URS Coordinator for each Client;
- (x) **“Service Request”** has the meaning ascribed thereto in section 2.2(b) hereof;
- (y) **“Term”** has the meaning ascribed thereto in section 8.1 hereof;
- (z) **“TPA”** has the meaning ascribed thereto in the Recitals;
- (aa) **“URS Coordinator”** means the urgent response services coordinator employed or contracted by the Lead Organization to engage in coordinated service planning for the Services on behalf of the Lead Organization; and
- (bb) **“WSIB”** means the Workplace Safety and Insurance Board.

1.2 Schedules.

The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

Schedule	Description of Schedule
A	Services
B	Reporting
C	Fees
D	Information Practices
E	Dispute Resolution

ARTICLE 2 - SERVICES

2.1 OAP Urgent Response Services.

The OAP urgent response services are intended to provide time-limited services and supports for up to twelve (12) weeks to respond rapidly to a specific, identified need to prevent further escalation or risk of harm to a child or youth, other people, or property based on the identification of key high risk factors. The OAP urgent response services will be available for all children and youth registered in the OAP who meet defined criteria established by MCCSS.

2.2 Services.

- (a) The Service Provider shall be available to provide, at the request of the Lead Organization, the urgent response services as set out in Schedule A in accordance with the terms and conditions specified herein (the “**Services**”). The Lead Organization does not guarantee any volume of Services to the Service Provider.
- (b) Upon receipt of a service request from the Lead Organization (“**Service Request**”) the Service Provider shall inform the Lead Organization of acceptance or refusal as soon as possible but no later than two (2) business days from receipt of the Service Request.
- (c) If the Lead Organization does not receive notification from the Service Provider pursuant to Section 2.2(b), the Service Provider shall be considered to have refused the Service Request. If the Lead Organization attempts to make a Service Request during the required Business Hours and the Service Provider is not able or available to receive Service Request, the Service Provider shall be considered to have refused the Service Request. For clarity, a consistent pattern of refusal by the Service Provider, as determined by the Lead Organization, shall constitute a breach of this Agreement.
- (d) On accepting a Service Request, the Service Provider shall be responsible for the provision of Services to the Client in accordance with the Service Plan until the Client is discharged from the urgent response service.

2.3 Regional Planning.

The Service Provider acknowledges that MCCSS has asked the Lead Organization to establish a regional planning table for the OAP urgent care services. The Service Provider shall, at the request of Lead Organization, participate and be available for consultation with the regional planning tables.

2.4 Supplies and Equipment.

The Service Provider shall cover all costs associated with the delivery of the Services and provide all supplies and equipment necessary to provide the Services.

2.5 Additional Terms and Conditions.

The Service Provider shall be required to comply with any additional terms or conditions which MCCSS may impose on the Lead Organization from time to time.

ARTICLE 3 - FEES

3.1 Fees.

- (a) The Lead Organization shall pay the Service Provider for Services rendered in accordance with the terms set out in Schedule C (the “Fees”).
- (b) The Fees set out in Schedule C shall be applicable from the Effective Date until March 31, 2022. The Lead Organization shall provide the Service Provider with thirty (30) days’ notice of any change in Fees.

3.2 Invoicing.

- (a) The Service Provider shall submit invoices to the Lead Organization for payment in the form required by the Lead Organization. No additional or contrary term or condition, which may be contained in the Service Provider’s invoice, shall have any application to this Agreement.
- (b) The Lead Organization shall make payment in respect of the Service Provider’s invoices within 30 days of receipt by the Lead Organization, unless the Lead Organization disagrees that any amounts charged by the Service Provider are not appropriately chargeable to the Lead Organization in accordance with the terms hereof, and provides notice to the Service Provider within such 14 day period.

3.3 Other Costs and Expenses.

Except for the Fees, the Lead Organization shall not be responsible for any costs or expenses of the Service Provider relating to the Services and/or this Agreement.

ARTICLE 4 - COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 Covenants, Representations and Warranties.

The Service Provider covenants, represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement and that it has taken all necessary actions to authorize the execution of this Agreement;
- (b) it is, and will continue to be, a validly existing legal entity with full power to fulfil its obligations under this Agreement;
- (c) it has, and will continue to have, the experience and expertise necessary to carry out the Services;
- (d) it shall ensure that the Services are performed in accordance with:
 - (i) all Applicable Laws, the OAP URS Guidelines, and such other orders, policies, standards and guidelines established by MCCSS from time to time;
 - (ii) industry standards of practice established by the applicable College or any regulatory body having jurisdiction over the Service Provider and/or the Service Provider Staff from time to time, as applicable; and
 - (iii) the Lead Organization's policies, procedures, rules and regulations as may be amended from time to time;
- (e) it shall deliver the Services with an individualized and family-centred approach that engages a family or legal guardian and is responsive to the unique and diverse needs of children and youth on the autism spectrum, and their families;
- (f) it shall monitor new developments in the delivery of the Services and the skills needed to provide new delivery methods;
- (g) the Service Provider Staff have suitable training, experience and skill to perform the Services and are duly qualified and registered with the applicable College, as appropriate, to perform the Services and shall maintain such registration in good standing throughout the Term of this Agreement;
- (h) it shall provide a comprehensive training and development program for Service Provider Staff, including anti-discrimination and anti-harassment education;
- (i) it shall provide supervision of and regularly evaluate the performance and competency of Service Provider Staff;
- (j) it shall maintain regular communication with the URS Coordinator in the performance of the Service Plan;
- (k) it shall, at the request of the URS Coordinator, participate in meetings with Clients and their families or legal guardians, the URS Coordinator and other members of the Client service team;

- (l) it has obtained and cleared criminal reference checks with vulnerable sector screen for all Service Provider Staff who provide direct services to children and families under this Agreement and shall update as required by the Lead Organization;
- (m) it shall comply with the requirements of the *French Language Services Act* (Ontario) when delivering the Services, as applicable;
- (n) it shall ensure the Services will be responsive to diverse needs of children, youth and their families, including needs of children and youth living in Northern, rural and remote communities and the needs of linguistic, cultural, religious/spiritual, racial, Black, Indigenous, Francophone, LGBTQ2S+, new comer, low income, marginalized and vulnerable populations within a region;
- (o) it shall comply with the Lead Organization's and/or MCCSS' data standards and directives to support data standardization across service providers;
- (p) it shall cooperate with the Lead Organization and public health officials in the event of any health emergency or other urgent situation that in the opinion of the Lead Organization requires a change in the manner that Services are delivered;
- (q) it shall notify the Lead Organization as soon as possible of any situation which may affect the ability of the Lead Organization to enjoy the benefit of the Services; and
- (r) it shall promptly notify the Lead Organization of any incidents, occurrences, errors, omissions or mistakes in relation to the Services that the Service Provider discovers or of which it becomes aware.

4.2 Governance.

The Service Provider covenants, represents and warrants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
- (b) procedures to enable the Service Provider's ongoing effective functioning;
- (c) decision-making mechanisms for the Service Provider;
- (d) procedures to enable the Service Provider to deliver the Services successfully;
- (e) procedures to enable the Service Provider to identify risks to the completion of the Services and strategies to address the identified risks, all in a timely manner; and
- (f) procedures to enable the Service Provider to address such other matters as the Service Provider considers necessary to enable the Service Provider to carry out its obligations under this Agreement.

ARTICLE 5 - INDEMNITY AND INSURANCE

5.1 Indemnity.

The Service Provider agrees that it will indemnify and hold harmless the Lead Organization, its directors, officers, employees and agents from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the Lead Organization may pay, sustain, suffer or incur by reason of or in connection with or arising from any failure of the Service Provider, its directors, officers and the Service Provider Staff, to comply with the terms of this Agreement or by reason of any acts or omissions of the Service Provider, its directors, officers or the Service Provider Staff in connection with or related to the Services or this Agreement.

5.2 Insurance.

- (a) The Service Provider shall put into effect and maintain for the period during which the Agreement is in effect, at its own expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary insurance that would be considered appropriate for a Service Provider undertaking services similar to the Services, including:
 - (i) Commercial General Liability Insurance, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
 - (A) The Lead Organization as an additional insured;
 - (B) Contractual liability coverage;
 - (C) A 30 day written notice of cancellation; and
 - (D) A cross liability clause.
- (b) The Service Provider shall provide to the Lead Organization, upon request, either certificates of insurance or other proof that confirms the insurance coverage as provided herein, and a copy of any insurance policy.

ARTICLE 6 - RECORDS AND REPORTING

6.1 Client Information.

- (a) The Service Provider acknowledges that the Lead Organization is a health information custodian under PHIPA. It is acknowledged that when delivering the Services under this Agreement, the Service Provider will be engaging with Client Information on behalf of the Lead Organization and that the Service Provider and the Service Provider Staff are acting as agents of the Lead Organization for the purposes of PHIPA. The Service Provider shall at all times comply with PHIPA, and the information practices terms and conditions attached as Schedule D.

- (b) The Service Provider shall ensure that in delivering the Services it will at all times conduct itself and carry out its activities in a manner that facilitates the Lead Organization's compliance with, and does not cause the Lead Organization to be in contravention of PHIPA.
- (c) All records of personal information, including personal health information, whether in paper or electronic form, of Clients produced during the course of the delivery of the Services by the Service Provider pursuant to this Agreement (the "**Records**") are the property of the Lead Organization. The Service Provider shall not acquire any right, title or interest in or to any Records or Client Information.
- (d) The Service Provider shall ensure that any Records created by the Service Provider Staff providing Services under this Agreement comply with any record keeping requirements, rules, policies or procedures of the Lead Organization, as may be developed from time to time.

6.2 Reporting.

- (a) The Service Provider shall provide to the Lead Organization in the form and frequency requested by the Lead Organization, reporting on the Services as set out in Schedule B and such other reporting required by the Lead Organization and/or MCCSS.
- (b) The Service Provider shall ensure that all reports are signed on behalf of the Service Provider by an authorized signing officer.
- (c) The Service Provider shall at the request of the Lead Organization participate in any program evaluation initiatives of the Lead Organization and/or MCCSS.
- (d) The Service Provider shall respond to the Lead Organization requests for information and reporting in a timely manner based on the urgency of the request, and within any time period as may be specified by the Lead Organization.

6.3 Business Records.

- (a) The Service Provider shall keep and maintain all financial records (including invoices) in a manner consistent with generally accepted accounting principles, and other documents, relating to the Services.
- (b) The Service Provider shall maintain all financial and non-financial documents and records relating to the Services for a period of seven (7) years from the date of termination or expiry of this Agreement.

6.4 Inspection, Audit and Review.

- (a) The Lead Organization and/or MCCSS, any authorized representative, or any independent auditor identified by the Lead Organization and/or MCCSS, may, at their expense, upon 24 hours' notice to the Service Provider and during normal Business Hours, enter upon the Service Provider's premises to review the Services and for these purposes, the Lead Organization and/or MCCSS may:

- (i) inspect and copy financial records, invoices and other documents in the possession or under the control of the Service Provider which relate to the Services and remove any such copies from the Service Provider's premises; and
 - (ii) conduct an audit, investigation or other form of review of the Service Provider in respect of the Services.
- (b) To assist in respect of the rights provided for in Section 6.4(a), the Service Provider will disclose any information requested by the Lead Organization and/or MCCSS, any authorized representatives, or any independent auditor identified by the Lead Organization and/or MCCSS, and will do so in the form requested by the Lead Organization and/or MCCSS, any authorized representative, or any independent auditor identified by the Lead Organization and/or MCCSS, as the case may be.
- (c) The Service Provider shall not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith pursuant to this Section 6.4.

ARTICLE 7 – PUBLICITY AND USE OF MARKS

7.1 Communications and Publicity.

- (a) The Service Provider agrees that it shall not issue any form of publicity, publication or communication, electronically or in hard copy, to the public or any third party pertaining to this Agreement and/or the Services without the prior written approval of the Lead Organization. The Service Provider acknowledges and agrees that the Lead Organization may engage in communication, publicity or publications relating to this Agreement or the Services, which may include reference to the Service Provider.
- (b) The Service Provider will indicate, in any of its publications related to the Services, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Provider and do not necessarily reflect those of the Lead Organization and/or MCCSS.
- (c) Unless otherwise directed by the Lead Organization and/or MCCSS, the Service Provider will acknowledge the support of the MCCSS for the Services and ensure that the acknowledgement is in a form and manner as directed by MCCSS.

7.2 Use of Marks.

The Service Provider shall not use the name of the Lead Organization and any Lead Organization insignia, logos, trademarks or other intellectual property, or the insignia or logo of Her Majesty the Queen in right of Ontario, including those of MCCSS, without the prior written permission of the Lead Organization, and where required MCCSS.

7.3 Intellectual Property.

The Service Provider agrees that the Lead Organization shall own all right, title and interest in and to any work developed by the Service Provider as part of the provision of the Services including any Intellectual Property Rights and proprietary rights relating thereto, and the Service Provider undertakes to obtain waivers of all moral rights and execute such further documents and perform such further acts as may be necessary to record, perfect or confirm the grant of right, title and interest as agreed to by the Service Provider pursuant to this Section 7.3.

ARTICLE 8 - TERM AND TERMINATION

8.1 Term.

- (a) This Agreement shall become effective on **[insert start date]** (the “**Effective Date**”) for a term of up to one (1) year, ending on March 31, **2023** unless terminated earlier in accordance with the provisions hereof (the “**Term**”).
- (b) The parties shall review the Services and this Agreement annually. The Agreement may be renewed on the mutual written agreement of the parties.

8.2 Termination.

- (a) The Lead Organization may terminate this Agreement by providing 14 days prior written notice to the Service Provider.
- (b) If MCCSS terminates the Lead Organization’s TPA with MCCSS, this Agreement shall also terminate on the same date. If MCCSS provides the Lead Organization with notice of termination of the TPA, this Agreement shall be terminated as of the date specified in such notice.
- (c) If the Service Provider is in breach or default of the performance of its obligations hereunder, the Lead Organization shall provide notice of the same to the Service Provider and allow the Service Provider 30 days from the date of the notice to remedy the breach or default (the “**Cure Period**”). If at the end of the Cure Period, the Service Provider has not remedied the breach or default to the satisfaction of the Lead Organization or delivered to the Lead Organization a plan to remedy the breach or default within a time period acceptable to the Lead Organization, the Lead Organization may terminate this Agreement immediately on notice to the Service Provider. The Lead Organization reserves the right at its sole discretion to suspend the Service Provider from delivering the Services under this Agreement during any Cure Period.
- (d) This Agreement shall terminate automatically and immediately on notice from the Lead Organization in the event that:
 - (i) the Service Provider ceases to operate; or
 - (ii) the Service Provider becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or makes a general assignment for the

benefit of creditors or a receiver or trustee is appointed for its business or properties.

8.3 Obligations on Termination.

- (a) Upon the expiration or termination of this Agreement for any reason, the Service Provider shall be responsible for all of its own costs, including any costs or expenses relating to the termination of any Service Provider Staff.
- (b) In the event of expiration or termination of this Agreement for any reason, the Service Provider shall at the request of the Lead Organization provide and implement a transition plan, acceptable to the Lead Organization, to transition the Services and the Clients serviced by the Service Provider under this Agreement to an alternate provider or the Lead Organization as directed by the Lead Organization.
- (c) On expiration or termination of the Agreement, the Service Provider shall:
 - (i) unless otherwise directed by the Lead Organization, return to the Lead Organization all Records in its custody or control; and
 - (ii) provide to the Lead Organization any reporting required by the Lead Organization and/or MCCSS.

ARTICLE 9 - CONFIDENTIALITY AND PRIVACY

9.1 Confidentiality.

- (a) The Service Provider acknowledges that during the course of this Agreement, it may acquire Confidential Information of the Lead Organization, and that such information is the exclusive property of the Lead Organization. The Service Provider undertakes to keep and to have all of its representatives, agents, directors, officers, employees including the Service Provider Staff keep, all such Confidential Information in the strictest confidence. The Service Provider agrees to ensure that such Confidential Information is not disclosed to any third party, except with the Lead Organization's written permission or as may be necessary in the proper discharge of the Service Provider's obligations pursuant to this Agreement or otherwise required by law.
- (b) The Service Provider shall and shall ensure that its representatives, agents, directors, officers, employees, including the Service Provider Staff strictly comply with the requirements of all applicable privacy and confidentiality law.
- (c) The Service Provider acknowledges and agrees that the Lead Organization may disclose to MCCSS any information in relation to this Agreement, the Service Provider and the Services as may be requested from time to time. The Lead Organization makes no representations or warranties in relation to the use of the Service Provider's information by MCCSS.

ARTICLE 10 - RELATIONSHIP OF THE PARTIES

10.1 Independent Contractors.

Each party enters into and performs this Agreement as an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, partnership, joint venture or any other form of legal association, except as expressly set forth in this Agreement. Except as otherwise provided under this Agreement, each party will have no power, and will not represent that it has any power, to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

10.2 Service Provider Staff.

- (a) The Service Provider acknowledges that:
 - (i) the Service Provider Staff rendering the Services under this Agreement are not employees of the Lead Organization and are not entitled to any of the benefits provided by the Lead Organization to its employees;
 - (ii) the Service Provider shall be solely and exclusively responsible for hiring, training, management, administration, supervision, discipline and dismissal of the Service Provider Staff;
 - (iii) the Service Provider shall be solely and exclusively responsible for the payment of wages, governmental obligations and deductions, including, without limitation, provincial and federal income tax deductions, Canada Pension Plan, Employment Insurance, Ontario Health Premiums, vacation pay, benefits, union dues and all other matters arising out of the normal relationship of employer/employee, with respect to the employment of the Service Provider Staff who will be performing the Services;
 - (iv) the Service Provider shall be exclusively responsible for any costs, including without limitation any salary continuation, indemnity, notice pay, severance pay or benefits associated with the resignation or termination of any the Service Provider Staff performing the Services; and
 - (v) the Service Provider shall be solely and exclusively responsible for the WSIB premiums and the reporting obligations to the WSIB in relation to the Service Provider Staff performing the Services.
- (b) If the Lead Organization is dissatisfied with the performance of any Service Provider Staff, then the Service Provider shall, at the Lead Organization's written request, remove the identified Service Provider Staff forthwith from the delivery of Services under this Agreement. If as a result of the removal of the Service Provider Staff under this Section 10.2(b), the Service Provider is required to provide a replacement Service Provider Staff, it shall be at no additional cost to the Lead Organization.

10.3 Designated Contact.

The Service Provider shall designate a Designated Contact with requisite experience to deal with the Lead Organization in an effective and timely manner in respect of all matters under this Agreement. The Designated Contact shall be the prime contact for all communication to the Lead Organization and shall be readily available to the Lead Organization by telephone and electronic communication regarding this Agreement, including, without limitation, responding to requests, queries, and complaints from the Lead Organization within response times as required by the Lead Organization.

10.4 Conflict of Interest.

- (a) The Service Provider shall and shall ensure that the Service Provider Staff carry out the Services without an actual, potential, or perceived Conflict of Interest. The Service provider shall disclose to the Lead Organization, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any terms and conditions that the Lead Organization may prescribe as a result of the disclosure.
- (b) For clarity, this Section 10.4 does not prohibit the Service Provider from providing services to a Client, provided that the Service Provider complies with this Section 10.4, such determination of compliance to be made by the Lead Organization in its sole discretion.

ARTICLE 11 - GENERAL

11.1 Notice.

Any notice required or permitted hereunder shall be in writing and shall be validly given if delivered personally or sent by facsimile transmission or mailed by prepaid post or registered post, addressed in the case of:

the Lead Organization to:

643 Park Road North
Brantford, ON, N3T 5L8

Fax: 519-758-8228
Attention: Jane Angus, CEO

the Service Provider to:

[insert address]

Fax: [insert]

Attention: [insert name and title]

11.2 Governing Law.

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement or any other agreement, document or instrument contemplated herein and the parties hereby accept and irrevocably submit to the jurisdiction of the said courts and acknowledge their competence and agree to be bound by any judgment thereof.

11.3 Severable.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and such invalid, illegal or unenforceable provision shall be severable from the remainder of this Agreement.

11.4 Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

11.5 Amendments.

Except as otherwise provided herein, no amendment or modification of this Agreement shall be binding unless in writing and signed by the parties.

11.6 Dispute Resolution.

Dispute resolution between the parties shall be conducted in accordance with the process outlined in Schedule E.

11.7 Waiver.

No waiver by a party to this Agreement of any breach of any of the provisions of this Agreement by any other party to this Agreement shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of the party with respect to any other breach.

11.8 Assignment and Subcontracting.

The Service Provider may not assign this Agreement or subcontract the Services without the prior written consent of the Lead Organization.

11.9 Survival.

Article 5, Article 6, Article 7, section 8.3 and Article 9 and Schedule D shall survive the expiry or earlier termination of this Agreement.

11.10 Counterparts.

This Agreement may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**Contact Brant for Children's and
Developmental Services**

**[INSERT LEGAL NAME OF SERVICE
PROVIDER]**

Per: _____
Name: Jane Angus
Title: Chief Executive Officer
I/We have the authority to bind the corporation

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have the authority to bind the corporation

SCHEDULE A

SERVICES

1. Services

- (a) The Service Provider shall provide:
 - (i) **[list applicable services]**
- (b) The Service Provider shall be available to perform the Services in person or by virtual means in accordance with the Service Plan.

2. Service Delivery Location

- (a) The Service Provider shall deliver Services at the location specified in the Service Plan and shall comply with any applicable policies and procedures in place at such service delivery location.
- (b) If the Service Provider cannot immediately locate the Client at the scheduled service delivery location at the scheduled time for a visit, the Service Provider shall take reasonable steps having regard to the risks to the Client to locate the Client.

3. Withdrawal of Services

- (a) The Service Provider may suspend the delivery of Services to an individual Client if delivering the Services would, or would likely cause harm or risk to Service Provider Staff, or subject Service Provider Staff to harassment or abuse, in the provision of the Services and which harm or risk is not inherent in the delivery of the Services, provided that prior to any suspension the Service Provider shall take all reasonable steps to avoid the suspension of Services.
- (b) If the Service Provider suspends the provision of Services pursuant to Section 3(a) above then the Service Provider shall,
 - (i) make best efforts to notify the Lead Organization prior to withdrawing Services;
 - (ii) submit a Risk Event Report to the Lead Organization; and
 - (iii) provide, to the Lead Organization, an assessment of the risks to the Client that may result due to the withdrawal of Services.
- (c) On the request of the Lead Organization, the Service Provider shall provide an independent third party assessment of the withdrawal of Services.
- (d) The Service Provider shall cooperate with the Lead Organization in alternative service delivery planning for that Client.

4. Services Quality Management

- (a) The Service Provider shall implement a quality management program to monitor, record, evaluate and improve performance in the delivery of the Services, and report to the Lead Organization as may be requested by the Lead Organization from time to time.

SCHEDULE B

REPORTING

1. Meetings between the Service Provider and Lead Organization

- (a) The Service Provider shall meet with the Lead Organization at the Lead Organization's request and at the time and place specified by the Lead Organization, or more frequently at the Lead Organization's request.
- (b) The Lead Organization may request that the Service Provider assign specific Service Provider Staff to attend a meeting. The Service Provider shall assign the identified Service Provider Staff, or Service Provider Staff that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the meeting.

2. Communication with the Lead Organization

- (a) The Service Provider shall reply to all requests from the Lead Organization for information in accordance with timelines as specified by the Lead Organization.
- (b) The Service Provider shall immediately notify the Lead Organization if an unforeseen event occurs that has affected or may reasonably be expected to affect the Service Provider's ability or suitability to deliver the Services.

3. Service Reporting

- (a) The Service Provider shall provide reporting to the Lead Organization in the frequency and form as may be required by the Lead Organization, including progress reports and discharge reporting.

4. Risk Event Reporting

(a) Definitions.

For the purposes of this Schedule B, the following terms shall have the following meanings:

- (i) **“Adverse Event”** is any Risk Event that meets the following three criteria:
 - (A) the Risk Event is related to a Client; and
 - (B) the Risk Event causes an unintended injury to the Client or complication that results in disability, death or increased use of healthcare resources; and
 - (C) the Risk Event is caused by healthcare management, including any care or treatment provided as part of a formal care plan that is

provided by healthcare workers, formal or informal Caregivers or as self-care by the Client.

- (ii) **“Risk Event”** means an unforeseen event that has given rise to or may reasonably be expected to give rise to danger, loss or injury relating to the delivery of the Services, including danger, loss or injury to the Client, a Caregiver, Service Provider Staff or loss or damage to the Lead Organization or the Service Provider and without limitation includes Adverse Events and Serious Occurrences. A Risk Event includes, without limitation:
- (A) an improper procedure or intervention;
 - (B) a situation where the Service Provider is aware that medical orders have not been followed;
 - (C) a Client injury;
 - (D) a Client fall of a serious nature;
 - (E) a disaster at the service delivery location including an infectious disease;
 - (F) the actual, potential, alleged, witnessed or suspected abuse of a Client;
 - (G) an actual or alleged theft at the service delivery location;
 - (H) the death of a Client;
 - (I) any situation where a Client is missing;
 - (J) an unsafe Client environment;
 - (K) any abuse or threat of injury to Service Provider Staff related to the delivery of the Services;
 - (L) a situation where Services are declined by the Client;
 - (M) a situation where Services are refused by Service Provider Staff due to a risk issue;
 - (N) a complaint about the operational, physical or safety standards of the Services;
 - (O) a complaint made by or about a Client or any other Serious Occurrence as set out in the Serious Occurrences Reporting Guidelines;
 - (P) when a restraint is used with a Client;

- (Q) the Provider believes that a risk to the Client or the Service Provider exists that was known to the Lead Organization but was not communicated to the Service Provider by the Lead Organization; and
 - (R) the commencement of a claim, legal proceeding or police investigation relating to a Client that involves the Service Provider or the Lead Organization.
- (iii) “**Serious Occurrences**” has the meaning ascribed in the MCCSS Serious Occurrence Reporting Guidelines.
 - (iv) “**Serious Occurrences Reporting Guidelines**” means the MCCSS Serious Occurrence Reporting Guidelines as may be updated by MCCSS from time to time.

(b) **Reporting**

- (i) The Service Provider shall immediately orally notify the Lead Organization if:
 - (A) a Risk Event occurs that involves,
 - (I) the safety of the Client or any person involved in the Client’s care;
 - (II) the Client’s ability to receive Services;
 - (III) the Service Provider’s ability or suitability to deliver Services; or
 - (B) an Adverse Event occurs; or
 - (C) a Serious Occurrence occurs.
- (ii) In addition to the oral notice, the Service Provider shall submit a written report to the Lead Organization in a form required by the Lead Organization as soon as possible but no later than:
 - (A) for a Serious Occurrence, in accordance with the timelines prescribed under the Serious Occurrences Reporting Guidelines;
 - (B) for any other Risk Event, 5 days after the Risk Event,(the “**Risk Event Report**”). If based on the oral notice, in the Lead Organization’s opinion, acting reasonably, the Risk Event Report is required more urgently, the Lead Organization may require earlier delivery of the Risk Event Report.

SCHEDULE C

FEES

1. The unit of service for calculation of fees is based on:

- **Hourly visit (based on the identified hourly rate)** – See Total Hourly Rate in the table below.
- **Fixed period visit (set # of hours)**
- **Other special rate for other payments (% for program costs)**
12% will be added to the hourly wage to cover any program costs such as mileage, and other program expenses.

Discipline	Hourly Wage	Benefit Costs	12% Program Costs	Total Hourly Rate

2. Entitlement to payment of not seen/not found and cancelled visits by the Client:

- (a) As long as 24 hours' notice is given to cancel an appointment, no charges can be invoiced. If less than 24 hours' notice is given or the client is a no show/cannot be found, the maximum number of hours that can be charged is 3 hours.

3.

- Hourly visit (based on hourly rate)
- Fixed period visit (set # of hours)
- Other special rate for other payments (% for program costs)

Discipline	Flat Rate Per Unit of Service <i>(inclusive of costs/benefits outlined above)</i>

4. Entitlement to payment of not seen/not found and cancelled visits by the Client:

(staff goes out, or cancellation is less than 24 hours with maximum payment of 3 hours)

SCHEDULE D

INFORMATION PRACTICES

Collection, Use, and Disclosure of Personal Health Information

1. In providing the Services, it is acknowledged that the Service Provider shall have, receive, or be given access to personal health information (“**PHI**”) relating to Clients of the Lead Organization as an “Agent” under PHIPA, and shall be subject to the requirements of PHIPA and Regulation 329/04 (the “**Regulation**”).
2. The Service Provider shall only use as much PHI as is reasonably necessary to perform its obligations under the Agreement and will make PHI available only to those employees, contractors or Agents who require access to PHI in order to satisfy those obligations.
3. The Service Provider shall only use and disclose PHI it receives from the Lead Organization as is permitted by the Lead Organization pursuant to the Agreement or as permitted or required by Applicable Laws.
4. The Service Provider will ensure that the Service Provider Staff engaged in delivering the Services have agreed in writing to the same restrictions and conditions that apply to the Service Provider pursuant to this Schedule D.

Practices to Protect Personal Health Information and Personal Information

5. The Service Provider will employ appropriate safeguards to prevent theft, loss, and unauthorized access, copying, modification, use, disclosure, or disposal of PHI and Personal Information.
6. Without limiting the generality of the foregoing, the Service Provider will:
 - (a) take reasonable steps to ensure that all PHI from the Lead Organization is securely segregated from any information owned by the Service Provider or third parties, including access barriers, physical segregation, and password authorization;
 - (b) maintain privacy policies applicable to the Service Provider in accordance with Canadian and Ontario laws and make these policies available for inspection on request;
 - (c) educate the Service Provider Staff on privacy laws and policies and take steps to ensure Service Provider Staff compliance through staff privacy training, including training on privacy laws and Service Provider policies, confidentiality agreements, and appropriate sanctions;
 - (d) ensure that all Service Provider Staff who have access to PHI from the Lead Organization have undergone screening that includes reference checks;
 - (e) ensure that access to PHI or Personal Information is promptly terminated where any Service Provider Staff are fired, resign, or no longer require such access; and

- (f) revoke any Service Provider Staff access to PHI and Personal Information where required to maintain the security and integrity of PHI and Personal Information or on the Lead Organization's reasonable request.

Notification of Privacy or Security Incidents

- 7. The Service Provider will provide the Lead Organization with the name of a contact person at the Service Provider's organization responsible for the Service Provider's privacy compliance and notify the Lead Organization within 24 hours of any changes in the identity of the responsible person.
- 8. The Service Provider shall notify the Lead Organization immediately by telephone, followed by written notice, if PHI has been lost, stolen or access by unauthorized persons, or if it has been used, disclosed, or disposed of other than as contemplated in this Schedule and Applicable Laws. Such notification shall occur as soon as the Service Provider becomes aware of an actual or potential privacy breach involving PHI or a security incident. The Service Provider agrees that in the event of a potential or actual privacy breach involving its employees or agents, it shall terminate such individual's access to PHI immediately. In the event of a potential privacy breach or security incident the Service Provider will: (1) take prompt corrective action to cure any deficiencies or causes to the extent that these are within the Service Provider's control; (2) mitigate, to the extent practicable, any harmful effects; and (3) take any other action as may be required in order to enable the Lead Organization to meet its obligations under Applicable Laws.
- 9. At the request of the Lead Organization, the Service Provider will promptly: (1) cooperate and assist the Lead Organization with any investigation pertaining to the obligations and duties under this Schedule or Applicable Laws; and (2) cooperate and assist the Lead Organization with any investigation conducted by a government or regulatory agency.
- 10. The Service Provider will refer anyone trying to access, correct, or complain about their PHI to the Lead Organization's Privacy Office within 48 hours of receiving the complaint or request for access or correction. The Service Provider will cooperate with and assist the Lead Organization in the management of any such request for access or correction or complaint.
- 11. The Service Provider will, upon request, make PHI available to the Lead Organization for amendment and incorporate any amendments into the Service Provider's records of PHI. During the Term, the Service Provider may never deny the Lead Organization access to its Clients' PHI.
- 12. The Lead Organization reserves the right to: (1) inspect any equipment used or records maintained by the Service Provider in connection with the provision of the Services; (2) question the Service Provider Staff regarding their handling of PHI; and (3) otherwise audit and electronically verify compliance with these practices.

Additional the Lead Organization Rights

- 13. Notwithstanding anything else contained in the Agreement, the Service Provider authorizes, acknowledges, and accepts termination without notice of any of the Services or

the Agreement by the Lead Organization in the event that the Lead Organization determines the Service Provider has violated any of the practices set out herein.

SCHEDULE E

DISPUTE RESOLUTION

In the event that a dispute arises among the parties, every effort will be made to resolve the dispute as effectively and quickly as possible. Disputes will be resolved as follows:

- (a) All disputes shall first be referred to the CEO's/Executive Directors of the parties who shall, acting in good faith, seek to resolve the dispute or conflict in an amicable and constructive manner.
- (b) If the CEO's/Executive Directors of the parties are unable to successfully resolve the dispute or conflict within thirty (30) days either party to the dispute may at any time thereafter refer the dispute to arbitration.
- (c) Any dispute that is submitted to arbitration shall be dealt with in accordance with the following requirements:
 - (i) the party seeking to initiate arbitration shall give written notice thereof to the other party and shall set forth a brief description of the matter submitted for arbitration;
 - (ii) within ten (10) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
 - (iii) in the event that the parties cannot agree upon a single arbitrator within the period set forth above, then a single arbitrator shall be appointed by the appointing committee of ADR Chambers presiding at the time the request for arbitration is made or if such organization no longer exists a judge of the Superior Court for the Province of Ontario;
 - (iv) any arbitration conducted pursuant to this Agreement shall take place in Ontario at a place of the Lead Organization's choosing and the parties shall meet with the arbitrator, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of an award by the arbitrator. The parties shall request that the arbitrator provide its decision on the matter in issue within thirty (30) days of the appointment of the arbitrator;
 - (v) the decision of the arbitrator in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties and not subject to appeal;
 - (vi) the costs of the arbitrator, shall be borne between the parties in the manner specified in the arbitrator's decision or, in the absence of any direction by the arbitrator, such costs shall be borne equally; and
 - (vii) except as modified by this Agreement, the provisions of the *Arbitration Act, 1991* (Ontario), as amended from time to time, shall govern the arbitration process.

- (d) The parties agree that the existence of any dispute shall not interfere with the performance by the parties of their respective obligations under this Agreement and that each party shall continue to perform its obligations under this Agreement pending resolution of the dispute in accordance with this Schedule.
- (e) Notwithstanding the dispute resolution process under this Schedule E, either party may at any time exercise its termination rights under Section 8.2 of this Agreement.



Policy Review Committee Recommendations to the Board

The Standardized Tool Policy was revised and re-named from the 'interRAI Policy' to reflect the new standardized tools that we are now using.

Recommendation: Approve the revised Standardized Tool Policy as presented.

Decision

Attached are the revised By-Laws to align with ONCA (Ontario Not-for-Profit Corporations Act). The Community Legal Education Ontario (CLEO) By-Law Builder was used to help inform these revisions. Through the review process, the Policy Review Committee identified information that was in our previous By-Laws that would be better suited to Governance Policies.

Governance Policies have also been updated in line with researched practices for Governance Policies.

Recommendation: Approve the revised By-Laws and the revised Governance Policies.

Decision



POLICY AND PROCEDURE MANUAL

SECTION: Access Coordination

POLICY: AC 03

DATE: April 2023

PAGE: 1 of 2

February 2020; February 2016; May 2015

Standardized Tool Policy

PREAMBLE

The Ministry of Health expects Access to use a standardized mental health tool during the intake process to provide a seamless screening methodology that can be used to assist with triaging. In 2022, Contact Brant implemented two new tools, the HEADS-ED (for under age 6, and over age 6) as well as the Columbia Suicide Risk Screener in line with other child and youth service providers.

Previously, Contact Brant used the BCFPI and the interRAI ChYMH Screener+.

POLICY

A standardized tool will be completed during the intake process to evaluate the mental health needs of children and youth and assist in triaging the child/youth to the right service at the right time.

PROCEDURE

1. Resource/Service Coordinators will be oriented to administer the Heads-ED screeners, for under age 6 and above age 6, as well as the Columbia Suicide Risk Screener when Suicidality is identified as a concern during the Heads-ED screening.
 - If the Heads-ED flags someone as high risk on BI Needs, flag the child/youth for a Prioritization Committee review.
2. Wherever possible, the Resource/Service Coordinator will directly complete the standardized tools electronically.
3. The Resource/Service Coordinator will save the standardized tool(s) completed and ensure it is saved in the Attachments tab.
4. The standardized tool(s) will be included in all referrals to mental health providers.

Contact Brant By-laws – revised draft 2

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Section 1 - General

1.01 Definitions and Interpretation

In this by-law, unless the context otherwise requires:

- a. "Act" means the Not-for-Profit Corporations Act, 2010 (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;
- b. "Board" means the board of directors of the Corporation;
- c. "By-laws" means this by-law (including the schedules to this by-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force;
- d. "Chair" means the chair of the Board;
- e. "Corporation" means Contact Brant for Children's and Developmental Services.
- f. "Director" means an individual occupying the position of director of the Board of the Corporation.
- g. "Member" means a member of the Corporation; a member elects the Board; approves changes to Bylaws, sale of major assets, etc.
- h. "Members" means the collective membership of the Corporation; and
- i. "Officer" means an Officer of the Corporation. For the purposes of these By-Laws, 'Officers' are the Chair, the Vice Chair, the Secretary, the Treasurer, and the Chief Executive Officer.

- j. “Chief Executive Officer” means the person who has, for the time being, the direct and actual superintendence and charge of the management of the Corporation; is responsible to the Board; is an ex-officio Director of the Board; is ineligible for election as Chair, Vice Chair, Secretary or Treasurer; and is an Officer of the Corporation.
- k. “Ex-officio” means membership by virtue of the office and such position includes all rights, responsibilities, and power of the position but does not include the right to vote.

1.02 Severability and Precedence

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the by-laws are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act shall prevail.

1.03 Seal

The seal of the Corporation shall be in the form determined by the Board.

1.04 Execution of Documents

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation may be signed by any two (2) of its Officers.

In addition, the Board may, from time to time, direct the manner in which and the person or persons by whom a particular document or type of document shall be executed.

Any person authorized to sign any document may affix the corporate seal to the document.

Any Director or Officer may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.

Section 2 – Directors

2.01 Election and Term

The Directors shall be elected by the Members.

The term of office of the Directors shall be 3 years, starting from the date of the Annual Meeting at which they are elected.

2.02 Vacancies

The office of a Director shall be vacated immediately:

- a. If the Director resigns office by written notice to the Corporation; the resignation shall be effective at the time it is received by the Corporation or at the time specified in the notice, whichever is later.
- b. If the Director dies.
- c. If the Director becomes bankrupt.

- d. If the Director is found to be incapable of managing property by a court or under Ontario law.
- e. If at a meeting of the Members a resolution is passed by at least a majority of the votes removing the Director before the expiration of the Director's term of office.

2.03 Filling Vacancies

A vacancy on the Board shall be filled as follows:

- a. A quorum of Directors may fill a vacancy among the Directors, and the nomination must be taken to the next Annual Meeting for approval by the Members.
- b. The total number of appointed Directors shall not be more than one-third of the number of Directors elected at the previous Annual Meeting.

2.04 Remuneration of Directors

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director, subject to the following:

- a. Directors may be reimbursed for reasonable expenses they incur in the performance of their Director's duties.
- b. Directors may be paid remuneration and reimbursed for expenses incurred in connection with services they provide to the Corporation in their capacity other than as Director, provided that the amount of any such remuneration or reimbursement is:
 - i. Considered reasonable by the Board.
 - ii. Approved by the Board for payment by resolution passed before such payment is made.
 - iii. In compliance with the conflict of interest provisions of the Act.

Section 3 – Board Meetings

3.01 Calling of Meetings

Meetings of the Board may be called by any Director at any time and any place on notice as required by this By-Law.

3.02 Regular Meetings

The Board shall name a place and time of regular Board meetings by resolution, and no other notice shall be required for any such meetings. There shall be at least 6 regular meetings of the Board per annum.

3.03 Notice

Notice of the time and place for the holding of a meeting of the Board shall be given in the manner provided in this By-Law to every Director of the

Corporation not less than three (3) days before the date that the meeting is to be held. Notice of a meeting is not necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting. If a quorum of Directors is present, each newly elected or appointed Board may, without notice, hold its first meeting immediately following the Annual Meeting of the Corporation.

3.04 Chair

The Chair shall preside at Board meetings. In the absence of the Chair, the Vice Chair shall preside and in the absence of the Vice Chair, the Directors present shall choose one of their number to act as the chair.

3.05 Voting

Each Director has one vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the vote is lost.

3.06 Participation by Telephone or Other Communications Facilities

The Board may determine that the meeting shall be held by means of a telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting.

A Director participating by such means is deemed to be present at the meeting.

Section 4 – Officers

4.01 Officers

The Board shall appoint from among the Directors a Chair, Vice Chair, Treasurer, and Secretary at its first meeting following the Annual Meeting of the Corporation.

4.02 Office Held at Board's Discretion

The same person may hold two offices of the Corporation.

Any Officer shall cease to hold office upon resolution of the Board.

4.03 Duties

Officers shall be responsible for the duties assigned to them by the Board and may not delegate to others the performance of any or all of such duties.

Section 5 – Financial

5.01 Banking

The Board shall by resolution from time to time designate the bank in Canada in which the money, bonds or other securities of the Corporation shall be placed for safekeeping.

5.02 Financial Year

The financial year of the Corporation ends on March 31 in each year.

Section 6 – Conflict of Interest

6.01 Conflict of Interest

A Director who is any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no Director shall attend any part of a meeting or vote on any resolution to approve any such contract or transaction.

6.02 Charitable Corporations

No Director shall, directly or through an associate, receive a financial benefit, through a contract or otherwise, from the Corporation if it is a charitable corporation unless the provisions of the Act and the law applicable to charitable corporations are complied with.

Section 7 – Members

7.01 Members

Membership in the Corporation shall consist of individuals interested in furthering the Corporation's purposes and who have been accepted into Membership by resolution of the Board and have met eligibility criteria outlined in the Corporation's policies.

Directors shall be the only Members.

7.02 Membership

A Membership in the Corporation is not transferable and automatically terminates if the Member resigns or such Membership is otherwise terminated in accordance with the Act.

Any membership in the Corporation shall be effective from the Annual Meeting in one year until the Annual Meeting in the following year, subject to renewal in accordance with the policies of the Corporation.

7.03 Termination or Discipline of Members

- a. A membership in the Corporation is automatically terminated and must be confirmed by the Board, when:
 - the member dies or resigns.
 - the member is expelled or their membership is otherwise terminated in accordance with these By-Laws.
 - the member's term of membership expires.
 - the Corporation is liquidated and dissolved under the Act.
- b. The Board may pass a resolution authorizing disciplinary action or termination of Membership for violating the Corporation's Code of Conduct or other policies, violating By-Laws, or missing three consecutive meetings.
 - Upon 15 days' written notice to a Member, the Board may pass a resolution authorizing disciplinary action or the

termination of Membership. The notice shall set out the reasons for the disciplinary action or termination of Membership.

- The Member receiving the notice shall be entitled to be heard, orally or in writing not less than 5 days before the end of the 15-day period. The Board shall consider the submission of the Member before making a final decision regarding disciplinary action or termination of the Membership.

Section 8 – Members’ Meetings

8.01 Annual Meeting

The Board will decide the date and place in Ontario for the Annual Meeting. Any Member, upon request, shall be provided not less than 21 days or other number of days prescribed in regulations before the annual meeting, with a copy of the approved financial statements, auditor’s report or review engagement report and other financial information required by the By-laws or articles.

The business transacted at the Annual Meeting shall include:

- a. Approval of the agenda.
- b. Approval of the minutes of the previous annual and subsequent special meetings.
- c. Approval of the financial statements for the previous year.
- d. Report of the auditor or person who has been appointed to conduct a review engagement.
- e. Appointment of the auditor or a person to conduct a review engagement for the coming year.
- f. Election of Directors.
- g. Any other or special business that was included in the notice of meeting.

8.02 Special Meetings

The Board shall convene a Special Meeting of Members on written requisition of not less than 5% of the Members for any purpose connected with the affairs of the Corporation that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within 21 days from the date of the deposit of the requisition.

If the Members did not elect the minimum number of Directors needed for a quorum, the Directors have to call a Special Members’ Meeting right away to elect a Director.

8.04 Participation by Telephone or Electronic Means

The Board may determine that the Annual or Special Meetings shall be held by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting.

Any Member participating in a meeting by such means is deemed to be

present at the meeting.

8.05 Notice

Subject to the Act, not less than 10 and not more than 50 days written notice of any annual or special Members' meeting shall be given in the manner specified in the Act to each Member and to the auditor or person appointed to conduct a review engagement. Notice of any meeting where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken.

8.06 Quorum

A quorum for the transaction of business at a Members Meeting is 51% percent of the Members entitled to vote at the meeting.

If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.

8.07 Chair of the Meeting

The Chair of the Board, and as an alternate the Vice Chair, shall be the chair of the Members Meeting. In the Chair and Vice Chair's absence, the Members shall choose another elected Director as chairperson.

8.08 Voting of Members

Business arising at any Members Meeting shall be decided by a majority (51%) of votes unless otherwise required by the Act provided that:

- a. Each Member shall be entitled to one vote.
- b. Votes will be taken by a show of hands among all voting Members present including the chair of the meeting, if a Member. Before or after a show of hands has been taken on any question, the chair of the meeting or any Member may demand a written ballot.
- c. Whenever a vote by show of hands is taken on a question, a declaration by the chair of the meeting that a resolution has been carried or lost and an entry to that effect in the minutes will be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.
- d. If there is a tie vote, the chair of the meeting shall require a written ballot. If the written ballot results in a tie, the motion is lost.
- e. An abstention shall not be considered a vote cast.

8.09 Persons Entitled to be Present

Persons entitled to attend a Members Meeting are the Members, the Directors, the auditors of the Corporation and others who are entitled or

required under any provision of the Act or the articles to be present at the meeting. Any other person may be admitted if invited by the Chair of the meeting or with the majority consent of the Members present at the meeting.

Section 9 – Notices

Any notice required to be sent to any Member or Director or to the auditor or person who has been appointed to conduct a review engagement shall be sent by mail to the last address on record for that person, by telephone, by email, or by other electronic means. Notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled to the notice.

Where a given number of days' notice or notice extending over any period is required to be given, the day of service or posting of the notice will, unless it is otherwise provided, be counted in such number of days or other period.

No error or accidental omission in giving notice of any Board meeting or any Members' meeting will invalidate the meeting or make void any proceedings taken at the meeting.

Section 10 - Dissolution of the Organization

The Corporation can be dissolved on a motion approved at a Special Meeting of the Members. The Members will pass a special resolution to authorize the Directors to distribute any property and discharge any liabilities in accordance with the articles of the corporation and the requirements under the NFP Act.

On dissolution of the Corporation, any remaining assets, after all liabilities have been satisfied, will be disposed of according to regulations established by the Province of Ontario under the Child, Youth and Family Services Act and/or the Corporations Act. Any assets will be disposed of to charitable organizations whose work is solely in Ontario and consistent with the Vision of the Corporation.

Section 11 - Adoption and Amendment of By-Laws

This By-law may be amended by a majority vote of the Board and the subsequent approval of the Members.

Enacted on the _____ day of _____, 20_.

Chair

Secretary



GOVERNANCE POLICIES

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POLICY G1: Governance and Governance Assessment

CATEGORY: Governance Policy

ADOPTED: June 2000

REVISED: May 2023
May 2013

Page: 1 of 4

PREAMBLE

Governance policies provide a framework for sound decision-making and accountability by establishing clear expectations and standards for the manner and process in which certain situations/issues will be handled. The Governance Policy is intended to clarify the content of the organization's constitution by making explicit the underlying principles of governance approved by the organization.

According to the Ministry Governance and Accountability Definitions:

Governance is the authority and responsibility to make decisions and take action. Mechanisms for establishing governance include legislation, regulations, and approved policies.

Accountability is the obligation to answer for the results of authorized actions, and the way responsibilities have been discharged.

A Policy Governance Board:

- Sets agency direction through strategic planning as well as policy development;
- Makes decisions that set broad guidelines for the agency; and
- Hires a Chief Executive Officer and delegates that person to implement policies and manage day-to-day operations.

Boards operating under the Policy Board Model have relatively few standing committees, resulting in more meetings of the full board. Board development is given a high priority in order to ensure that new members are able to function effectively, and recruitment is an ongoing process. Members are recruited for their demonstrated commitment to the values and mission of the organization.

POLICY

The Board of Directors governs under a Policy Governance model in accordance with Contact Brant's Governance Policies and By-Laws.

PROCEDURE

1. Good governance is participatory, consensus oriented, accountable, transparent, responsive, effective and efficient, equitable and inclusive, and follows the rule of law. Collectively, the Board of Directors is responsible to the people it supports, staff, funders and the community for the total contribution and direction of the

organization. The Board has to report to the Members who must approve decisions such as By-Law changes, sale of major assets, and mergers.

2. The Board's primary responsibilities are:
 - a. Accountability and fiscal responsibility
 - b. Setting agency direction through strategic planning and policy development
 - c. Hiring and monitoring the Chief Executive Officer to implement strategic priorities and policies as well as manage day-to-day operations.
3. Directors have three key duties:
 - a. *Duty of Skill or Competence*
 - Ensure Board member nomination, recruitment and orientation processes are in place.
 - Ensure the effectiveness of the Board, committees, and management through an annual evaluation process.
 - Voice clearly, respectfully and explicitly at the time a decision is being taken, any opposition to a decision being considered by the Board.
 - Ensure a process for succession planning of officers, directors and committee chairs.
 - b. *Duty of Diligence*
 - Be informed of incorporation Articles, bylaws, mission, strategic plan, and service agreements with the Ministry and other funders.
 - Ensure that the bylaws meet legislative requirements.
 - Be informed of Board and agency activities, the community and general trends.
 - Be prepared to provide informed advice and make informed decisions.
 - Attend Board meetings, serve on a committee(s) and contribute to the work of the Board.
 - Ensure that minutes of meetings and policies are properly recorded and retained.
 - Ensure that the financial affairs of the corporation are conducted in a responsible and transparent manner with due regard for their fiduciary responsibilities and public trusteeship.
 - Ensure there are clear role descriptions for the Directors and Officers.
 - Ensure the organization has a clear and credible overall direction for its services by developing and reviewing annually a Strategic Plan that

incorporates a Mission, Vision and Values to guide its present and its future. Ensure these are reviewed at a minimum every 5 years.

- Appoint and orient the Chief Executive Officer as well as monitor and evaluate their performance in implementing the strategic plan.
- Ensure that there is a job description for the Chief Executive Officer as well as an employment contract which includes compensation and benefits that have been approved by the Board.
- Establish policies and procedures to provide the framework for the management and operation of Contact Brant including but not limited to finances, human resources, health and safety.
- Work with staff, where appropriate, on committees respecting the roles of Board and staff
- Ensure a strategy is implemented for consulting and communicating with stakeholders.

c. Duty of Loyalty

- Publicly demonstrate acceptance, respect and support for decisions taken in the transaction of the Board's and organization's business.
- Be committed to the principles and mandate of Contact Brant.
- Serve the overall best interest of the corporation rather than any particular point of view.

4. The Board of Directors will govern with an emphasis on:

- a. *Participatory collective governance.* The Board environment will welcome diversity, is inclusive of all Directors in deliberations, and uses the expertise of individual members to enhance the ability of the Board as a body. There will be fair and visible decision-making.
- b. *Strategic leadership* rather than operational detail. The Board will be responsible for proactively setting agency direction through policy development and strategic planning.
- c. *Providing a structure to be self-regulating.* The Board will annually discuss governance process improvement, the continuity of governance capability, and ensure the orientation of new members.
- d. *Meeting its fiduciary duty.* The Board will exercise their power with competence and diligence in the best interests of the Corporation using the skill that an ordinary person would be expected to apply on their own behalf, but not a greater skill than might be expected of their knowledge and experience. Act honestly and in good faith in what they reasonably believe to be in the best interests of the Corporation.

5. The Board will annually review and evaluate its performance including:

- Adherence to Board policies and By-laws
- Board effectiveness in terms of strategic planning and outcomes
- Board effectiveness in terms of fiscal responsibilities
- Effectiveness of Board meetings
- Relationship between Board and the Chief Executive Officer
- Issues and risk management.

6. The Board shall be comprised of a range of eight (8) to twelve (12) elected Directors. The Board shall strive to ensure that membership:
 - Includes at least one (1) parent member;
 - Includes at least one (1) youth member; and
 - Limits the number to two (2) members who are a Director of a Board or employee of a Ministry-funded partner service provider, as well as the parents, siblings, children, spouses, and partners of these individuals.
7. Eligibility: Directors shall live or work in the geographic area served by Contact Brant and be at least 18 years of age at the time of election to the Board.
 - a. Directors must be willing to sign a declaration of commitment to the mission and objects of the organization before becoming a Director.
 - b. Directors shall be ineligible to continue:
 - If the Director wishes to become an employee of the Corporation.
 - If at the discretion of the Board, the Director is absent from three (3) consecutive Board meetings within a one-year period.
 - If the Director is the ex-officio Director and no longer holds the office of Chief Executive Officer.
 - c. The following individuals are ineligible for membership:
 - Employees of any funders, as well as the parents, siblings, children, spouses, and partners of these individuals.
 - Employees of the Corporation, as well as their parents, siblings, children, spouses, and partners.
8. Elections and Terms:
 - a. Directors are elected by the Members at the Annual Meeting. Nominations for election of the slate of Directors are tabled by the Nominating Committee of the Board at the Annual Meeting.
 - b. A quorum of Directors may fill a vacancy among the Directors, and the nomination must be taken to the next Annual Meeting for approval by the Members.
 - c. The Board shall strive for a balance of experienced Directors and new Directors. To this end, Directors are elected on a three-year term with their start date of a term being the Annual Meeting at which they were elected. The maximum number of terms a Director may be elected is 5 terms (15 years).
 - d. A Director who has served the maximum term can be re-elected following a break of at least one (1) year.
9. Directors will sign a *Consent, Declaration and Confidentiality Agreement*. Consent is regarding an agreement to take on the role of Director on the Board; the Declaration is regarding remaining true to the Mission, Vision and Values statements and acting in the best interest of the organization; and Confidentiality is in respect to information received as a Director.

POLICY G2: Role of the Officers of the Board

CATEGORY: GOVERNANCE Policy

ADOPTED: December 1999

REVISED: May 2023
October 2015; May 2013

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POLICY

The Officers of the Corporation are the Chair, Vice Chair, Secretary, Treasurer, and Chief Executive Officer.

PROCEDURE

1. No Director may serve for more than three (3) consecutive years in one office.
2. The following are the roles of the Officers:
 - 2.1. *The Chair of the Board:*
 - a. The Chair of the Board shall be a Director and shall preside at all meetings of the Board of Directors and of the members. The Chair shall have such other duties and powers as the Board may specify.
 - b. The Chair ensures the integrity of the Board process, and that the Board of Directors performs consistently within its own policies and By-laws.
 - c. The Chair ensures meeting discussion content will be primarily those issues which, according to Board policy, clearly belong to the Board of Directors to decide; the Chair will ensure that deliberation will be fair, open and thorough, as well as timely, orderly and kept to the point.
 - d. The Chair is empowered to chair Board meetings with all the commonly accepted power of that position (e.g. ruling, recognizing).
 - e. The Chair automatically has membership on all Board committees; the Chair's attendance at committee meetings will not be included when calculating attendance as required by other Contact Brant Board policies or standards.
 - f. The Chair may represent the Board of Directors to outside parties in announcing Board-stated positions.
 - g. The Chair, on behalf of the Board, will ensure the Chief Executive Officer provides reports to the Board of Directors indicating that required items have been filed with the proper authorities.
 - h. The Chair has no authority to make decisions about policies created by the Board and no authority to individually supervise or direct the Chief Executive Officer.

- 2.2. *Vice-Chair of the Board*

The Vice-Chair of the Board shall be a Director. If the Chair is absent or is unable or refuses to act, the Vice-Chair shall preside at meetings of the Board of Directors and of the members. The Vice-Chair shall have such other duties and powers as the Board may specify.

2.3. *Secretary of the Board*

The Secretary shall ensure the Corporation's minute book documents all proceedings and shall ensure notices to appropriate stakeholders when required. The Secretary on behalf of the Board and in consultation with the Chief Executive Officer will ensure an appropriate staff person has custody of all books, papers, records, documents and other instruments belonging to the Corporation. The Secretary shall perform such other duties as determined by the Board.

2.4. *Treasurer of the Board*

The Treasurer, in consultation with the Chief Executive Officer, shall ensure an appropriate staff person has custody of the financial and accounting records of the Corporation required to be kept. The Treasurer shall also ensure a financial report of the Corporation is submitted monthly to the Board; an annual audited financial report is completed and submitted to the Board and the members of the financial operations of the Corporation; and perform such other duties as determined by the Board.

2.5. *Chief Executive Officer*

The Chief Executive Officer of the Corporation shall be responsible for implementing the strategic plans and policies of the Corporation, and subject to the authority of the Board, shall have general supervision of the affairs of the Corporation.

POLICY G3: Code of Conduct

CATEGORY: GOVERNANCE Policy

ADOPTED: July 2000

REVISED: May 2023
May 2013

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PREAMBLE

Contact Brant's Board members will conduct themselves in an ethical manner (both in fact and perception) while representing the agency. Board members will make decisions which they believe represent the broad interests of the community. The Board will ensure all fiscal and legal accountabilities are met.

POLICY

Directors commit to ethical, professional and lawful conduct, including proper use of authority when acting as Board members and to discharging their duties with adherence to a standard of care based on the collective knowledge and experience of the Directors.

PROCEDURE

1. Directors must understand and adhere to Board policies and By-Laws and maintain confidentiality regarding In-Camera discussions as well as all other issues of a sensitive nature.
2. Directors must have loyalty to the organization and not be influenced by loyalties to staff, other organizations and any personal interest.
3. Directors must avoid conflicts of interest with respect to their fiduciary responsibility. Conflict of interest will include both actual and perceived. Directors will have an opportunity at each meeting to identify conflicts or perceived conflicts of interest as they arise.
4. Directors may not obtain employment in the organization for themselves, family or close associates while serving on the Board. To apply for a job, a member must first resign from the Board.
5. Directors may not attempt to exercise individual authority over the organization except as explicitly set forth in Board policies.
 - a. Directors' interaction with the Chief Executive Officer and staff must recognize the lack of authority vested in individuals except when explicitly authorized by the Board of Directors.
 - b. Directors' interaction with the public, press, or other entities must recognize the lack of authority vested in individuals and the inability of any Board member to speak for the Board of Directors except to repeat explicitly stated Board decisions.
6. Directors are expected to attend all meetings and are expected to notify the Chief Executive Officer or Board Chair if they are unable to attend.

7. Directors should be properly prepared for Board deliberations by reviewing the Board package, as well as commit to fully exploring the issues, searching for solutions, and making informed decisions.
8. Directors should stay informed about the business and affairs of the organization and demonstrate the skills, knowledge and expertise expected of members of this Board.
9. Directors should raise any agency concerns in an appropriate manner by communicating directly and immediately with the Chair, or the Board as a whole.

POLICY G4: Conflict of Interest

CATEGORY: GOVERNANCE Policy

ADOPTED: July 2000

REVISED: May 2023
May 2013

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PREAMBLE

A conflict of interest exists when a member of the Board participates in making a Board decision, when they know, or should reasonably know, that the decision may enhance the private interest of the Director or promote the private interest of another person or organization with a formal association to the Director.

POLICY

A Director shall declare a conflict of interest any time a Board member's decision is or potentially could be influenced by external affiliations or personal interests.

PROCEDURE

1. The Chair of the meeting will ask for declarations of conflict of interest at every meeting of the Board.
2. Every Director who thinks they may potentially have a conflict of interest related to an agenda item should disclose the nature and extent of the interest at the meeting of the Board. The declaration of interest should be announced at the meeting at which the issue creating the conflict of interest is first raised, or at the meeting at which the conflict of interest first becomes apparent.
3. The Director declaring a conflict of interest should not vote, participate in the discussion, or otherwise attempt to influence the voting on the decision, nor should the member be counted in any required quorum with respect to the vote.
4. Directors have an individual responsibility to question any situation regarding a conflict of interest. If a Director believes that any other Board member is in a conflict of interest position, they must describe their concerns; the Director being questioned has the option of declaring a conflict of interest or requesting a Board review of the issue. Should a review be requested, the Board will vote on whether a conflict of interest exists. Neither the member questioning the conflict, nor the member in potential conflict will have a vote.
5. Any Board member who knowingly fails to declare their conflict of interest in a particular decision or misleads the Board of Directors about the nature of a conflict of interest will be addressed in accordance with the By-Laws.
6. Every declaration of a conflict of interest will be recorded in the minutes of the Board meeting.

POLICY G5: BOARD COMMITTEES

CATEGORY: GOVERNANCE Policy

ADOPTED: September 2000

REVISED: May 2023
October 2015; May 2013

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PREAMBLE

Boards operating under the Policy Board Model have relatively few standing committees, resulting in more meetings of the full board. Board committees are to provide opportunities to broaden the discussion of various aspects of the work of the Board. Committees make recommendations to the Board of Directors which is the final decision-making body for the corporation.

A Board committee only exists when recommended by the Board. Board committees may involve non-Board members. Unless otherwise stated, a committee ceases to exist as soon as its task is complete.

The Standing Committees of the Board are:

- 1) Nominating Committee
- 2) Policy Review Committee.

POLICY

The Board may establish any committee it determines necessary for the execution of the Board's responsibilities. The Board shall determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

PROCEDURE

1. Board committees will be used sparingly and will ordinarily operate as a Standing Committee or in an Ad Hoc capacity. When used, Board committees will be assigned specific roles which will reinforce the work of the Board.
2. Board committees may not speak or act for the Board except when formally given such authority for specific and time-limited purposes.
3. Board committees cannot exercise authority over staff. The Chief Executive Officer works for the full Board and is not required to obtain approval from a Board committee before an executive action, except as specifically authorized by the Board of Directors in the committee's terms of reference.
4. A committee's role, expectations, timing and authority will be clearly stated at the time of its creation. If it is a Standing Committee, the terms of reference should be reviewed annually by the Board. The Terms of Reference for each committee should include:
 - *Responsibilities:* Tasks and activities to be carried out and recommendations the Board will expect.
 - *Authorities:* Decisions it is empowered to make.
 - *Accountability and Reporting:* All Board committees are accountable to the Board, and report to the Board.

- *Time Frame*: Indicate whether it is a standing committee or ad hoc; when it is to report to the Board and, if ad hoc, approximately when its work is to be completed.
- *Membership*: The Board appoints the Chair of the committee. The Chair ensures Directors are delegated to committees.
- *Staff Roles*: Clarify whether staff are equal partners in the discussion and decisions of the committee or are a resource/support.

5. Terms of Reference of Standing Committees:

5.1 Nominating Committee:

- *Responsibilities*: Nominate persons for election to the Board to fill any vacancies on the Board and consult with the Board with respect to the qualifications of candidates that the Committee ought to recruit.
- *Authority*: Empowered to request appropriate candidates for their interest in the Board, and to interview potential members.
- *Accountability and Reporting*: Accountable and report to the Board.
- *Time Frame*: Standing Committee struck annually at the first Board meeting following the AGM; meets as needed by the Board when applications for directors are received or new members are required.
- *Membership*: The Board appoints a minimum of 2 directors to the Nominating Committee and identifies the Chair of the Committee.
- *Staff Roles*: The Chief Executive Officer is a resource to the members of the Committee when requested.

5.2 Policy Review Committee

- *Responsibilities*: Review Operational Policies, Governance Policies and By-Laws.
- *Authorities*: Recommend revisions or new policies and By-Laws to the Board.
- *Accountability and Reporting*: Accountable and report to the Board.
- *Time Frame*: Standing Committee struck annually at the first board meeting following the AGM.
- *Membership*: The Board appoints a minimum of 2 Directors to the Nominating Committee and identifies the Chair of the Committee.
- *Staff Roles*: The Chief Executive Officer is an equal partner in the discussion and will draft revisions or develop new policies under the direction of the Committee and the Board.

POLICY G6: Board Meetings

CATEGORY: GOVERNANCE Policy

ADOPTED: April 1999

REVISED: May 2023

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October 2015; May 2013

POLICY

Minutes will be kept at all meetings of the Board. All decisions shall be decided by a majority of votes.

In-Camera agendas will be limited to sensitive matters related to personnel, legal, or contractual matters.

PROCEDURE

1. There shall be at least 6 regular meetings of the Board per annum.
2. There are two components to Board meetings:
 - a. Open meetings which are open to the public who may attend by invitation of the Chair, invitation by the Chief Executive Officer with the prior approval of the Chair, or by resolution of the Board; and
 - b. In-camera meetings which are private meetings for the elected Board of Directors only (Board Only), or for the Board and the Chief Executive Officer, to understand sensitive situations and ensure these discussions are kept confidential. In-camera agenda items will only include personnel, legal, or contractual matters such as the employment of the Chief Executive Officer including salary, evaluation, or contract renewal; Board conduct; budgetary concerns; conflict of interest discussions; personnel matters; and contractual or legal issues. The Board may deem it appropriate for other staff to attend depending on agenda; usually, the Executive Assistant attends to record minutes.
3. Minutes:
 - a. Meeting minutes are an organization's record of decisions, discussions and planning that are key for accountability and productivity. The minutes of Board and Committee meetings should include:
 - The documentation and information provided (e.g., the agenda package)
 - The date and time the meeting occurred.
 - Names of attendees as well as absent members.
 - Acceptance of or amendments made to the previous meetings' minutes.
 - Decisions made regarding each item on the agenda. The recommendations made will be stated, the Directors who made and seconded the motion will be recorded, and the outcome of the vote (carried or defeated) will be identified.

- Key items of discussion, action items for future agendas, problems and solutions proposed, or directions provided to the Chief Executive Officer will be recorded briefly.
 - Any objections and abstentions.
 - There shall be separate sets of minutes for Open and In-Camera. An Addendum to In-Camera Minutes (Board Only minutes) may be separately written for confidential sections of an agenda that are not to be distributed to all normal attendees.
- b. A master Minute Book will be maintained by the Executive Assistant for the Board as a permanent record of all Board meetings. In-Camera minutes are confidential and will be filed in a secure location. The Chair will sign approved minutes for the Board's Minute Book.
 - c. Minutes will be provided to the Directors prior to the next meeting of the Board.
4. Quorum:
- a. A quorum for any meeting of the Board shall be a simple majority (51%) of the current Board of Directors.
 - b. If a quorum is present at the opening of a meeting of members, the members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.
 - c. Any meeting of the Corporation for which no quorum is present within fifteen minutes of the time appointed for the commencement of the meeting may proceed, with motions made and voting then carried out within one week by email; email responses must form a quorum as with any other meeting of the Board. The results of any email decisions will be recorded in the minutes at the next meeting of the Board.
5. Decision Making:
- a. The Board will seek to obtain consensus wherever possible. Following discussion, whether or not consensus is attained, the Board will vote on decisions. All decisions shall be decided by a majority of votes.
 - b. In certain instances where urgency regarding timing of a decision is required, or where there is a specific issue that requires discussion and a meeting with quorum is not possible, the entire Board may communicate by teleconference or email; rules regarding quorum and majority votes must be met. The decision made by electronic means shall be brought to the next Board meeting by the Chair for inclusion in the minutes.
6. Rules of Order:
- Any questions of procedure at any meetings of the Corporation which have not been provided for in the By-law, these Governance Policies, or by the Act shall be determined by the chairperson in accordance with Roberts Rules of Order.
7. Electronic Meetings:
- The Board allows participation electronically for meetings of the Board or a committee of the Board. A Director who participates in a meeting through electronic means shall be deemed to be present at the meeting and included in

the rules governing quorum. The request to attend electronically should be made to the Executive Assistant twenty-four (24) hours prior to the scheduled meeting wherever possible.

- The electronic means, such as tele- or videoconferencing, must permit the participant to hear and be heard by all other participants in the meeting.
- When a Director participating by electronic means declares a conflict of interest on an agenda item, that item could be moved to the end of the agenda.
- All individuals participating through electronic means must ensure that privacy can be maintained during In-Camera sessions.

POLICY G7: FINANCIAL ACCOUNTABILITY

CATEGORY: Governance Policy

ADOPTED: December 1999

REVISED: May 2023
May 2013

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POLICY

It is the Board's responsibility to monitor the financial management of the organization. The Chief Executive Officer will ensure sound financial planning including a Board-approved annual budget as well as regular reporting to the Board on financial conditions and activities.

The banking business or any part of it shall be transacted by an Officer or Officers of the Corporation and/or other persons as the Board of Directors may by resolution from time to time designate, direct or authorize.

PROCEDURE

1. Unless otherwise directed by the Board of Directors, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation shall be signed by the Chief Executive Officer and one of the Officers of the Corporation.
2. The Signing Officers are any two of the Chief Executive Officer, the Chair, Vice Chair, Treasurer or Secretary.
3. The Board will establish financial policies that ensure accountability and reasonable internal controls including segregation of duties wherever possible.
4. Capital Assets will be capitalized and amortized for financial statement purposes when it has a value over \$1,000.00.
5. The Board shall approve all commitments for expenditures with an annual value of more than \$20,000. The Board delegates authority to the Chief Executive Officer for expenditures less than an annual value of \$20,000.
6. The Board will annually review and establish compensation and benefits for employees, striving to be in line with competitive market rates and ensuring they are within the resources available.
7. The Board has an approved Seal of the corporation that may be used by any of the Officers signing a document. The Executive Assistant, under the direction of the Board, shall be the custodian of the corporate seal.
8. The Board can approve borrowing money on the credit of the corporation; issue, reissue, sell, pledge or hypothecate debt obligations of the corporation; give a guarantee on behalf; mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the corporation, owned or subsequently acquired, to secure any debt obligation of the corporation.
9. The Chief Executive Officer is accountable to the Board:
 - To annually submit a budget for the upcoming fiscal year for Board approval, developed in a manner which includes credible projections of revenues and expenses, separation of capital and operational items, and

planning based on multi-year budgets as well as agency priorities and current issues.

- To ensure that the organization's budget is balanced by conservatively projecting planned expenditures to be equal to revenues received.
- To ensure that the organization's budget protects the fiscal soundness of future years.
- To ensure an annual external audit is completed.
- To provide monthly financial reports to the Board including notification of any deviation from the approved budget; each variance will be explained to the satisfaction of the Board.
- To settle payroll and monies owing in a timely manner, and not indebt the organization nor incur an overall negative cash position.
- To ensure a year-end audit is completed and brought to the Board for approval, as well as presented at the Annual Meeting.
- To ensure that appropriate staff maintain financial records and complete the banking business; this is assigned to the Executive Assistant.
- To ensure accounts are paid within 30 days of invoicing, and monthly accounting is completed by the end of the following month including postings of cheques, deposits and journal entries.
- To ensure an annual review and approval by the Board of the mileage reimbursement.
- To obtain comparative pricing and apply prudent protection against conflict of interest in any purchase, considering local services when all other comparators are equal.
- To not split orders to avoid exceeding authorized limits.
- To annually receive Board approval for any schedule of monthly withdrawals for purchases, any transfers between bank accounts, or any other transactions where a cheque requiring two signatures would not be utilized.
- To receive Board approval to dispose of capital property with a net market value greater than \$5,000.

POLICY G8: Communications

CATEGORY: GOVERNANCE Policy

ADOPTED: July 2000

REVISED: May 2023

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October 2015; May 2013

PREAMBLE

An organization requires a plan for communication:

- *To promote* the organization, an event or a service
- *To respond to an issue.* This may be a developed communication or a response to a stakeholder or media request for comments related to the organization, the broader child and youth services sector, a political decision/event, or a controversial occurrence.

POLICY

The Chair or their delegate speaks on behalf of the Board of Directors to media issues of a governance nature, and the Chief Executive Officer speaks on behalf of the organization to media issues of an operational nature.

PROCEDURE

1. To deal effectively with the media, the efforts of the organization must be planned and coordinated, confidentiality must be protected, and the impact on the organization evaluated prior to any media response.
2. The Chief Executive Officer is the regular and expected spokesperson for the organization and will perform that function with the media.
3. The Chair will speak on Board issues when communication is required on behalf of the Board of Directors. When feasible this communication will be completed in consultation with the Chief Executive Officer to enhance the coordination and effectiveness of the message.
4. Regular modes of communication regarding the organization include but are not limited to:
 - a. The Annual Meeting and the Annual Report are primary vehicles for sharing information with stakeholders and ensuring the Board meets accountability and transparency requirements.
 - b. The organization's website is used to provide up-to-date information on Contact Brant and service-related topics.
 - c. Social media is used to promote Contact Brant.
5. Each Director is responsible for supporting and communicating support for all decisions made collectively by the Board of Directors. Directors are expected to promote the organization, its services, and its needs, whenever the opportunity presents itself.
6. The Board may advocate to the province for the needs of individuals and families or the agency.

POLICY G9: Strategic Planning Cycle

CATEGORY: Governance Policy

ADOPTED: October 1999

REVISED: May 2023

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November 2018; October 2015; May 2013

PREAMBLE

Planning is a critical component of good management and governance. Planning helps ensure that an organization remains relevant and responsive to the needs of its community and contributes to the organization's stability and growth. It also provides a basis for monitoring progress and assessing results and impact, facilitates new program development, and enables an organization to look into the future in an orderly and systematic way.

From a governance perspective, it enables the board to set policies and goals to guide the organization and provides a clear focus to the Chief Executive Officer and staff for program implementation and agency management.

A strategic plan must be based on a realistic assessment of resources, including all stakeholders, including ways to evaluate the plan's success and lead to long-term commitment. Strategic planning determines where an organization is going over the next year or more, how it's going to get there, and how it'll know if it got there or not.

The Strategic Plan should be based on the organization's mandate.

POLICY

The Board of Directors will establish and annually review the organization's Mission, Vision, and Values Statements, as well as develop and monitor a Strategic Plan and the annual Priorities to be accomplished.

PROCEDURE

1. The Board will annually review and evaluate the Mission, Vision, and Values statements; develop an annual priorities work plan; and hold the Chief Executive Officer accountable for meeting the outcomes.
2. The Board will review its Strategic Plan through a facilitated strategic planning process at a minimum every 3 years.
3. The agency's priorities or work plan will be approved by the Board annually for the upcoming fiscal year.
4. The CEO will bring a report of the outcomes of the annual work plan to the Board, with a mid-year report in October and a final report in April of each year.
5. The Board will provide leadership by modelling the Values and will ensure the Chief Executive Officer is modelling the Values through performance reviews. The Chief Executive Officer will ensure staff are modelling the Values through performance reviews.
6. In implementing the Strategic Plan, the Board will also ensure there is on-going coordination, collaboration and building of partnerships with other community organizations, both individually and through community planning tables.

POLICY G10: BOARD AND CHIEF EXECUTIVE OFFICER CONNECTION

CATEGORY: Governance Policy

ADOPTED: December 1999

REVISED: May 2023
May 2013

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PREAMBLE

Policy Governance envisions the Chief Executive Officer as the link between the Board and the staff. The Board's official connection to the operating organization, its achievement, and its conduct is through the Chief Executive Officer. The Board sets policies about its approach to delegation and executive boundaries.

Decisions of the Board acting as a body are binding on the Chief Executive Officer. The duty of the Chief Executive Officer is to be accountable to the Board as a whole for the performance of Contact Brant; this allows the Chief Executive Officer a great deal of latitude to act and to empower others to act. As the Board of Director's sole official link to operational achievement and conduct, the Chief Executive Officer has all authority and accountability of staff.

POLICY

The Board establishes policies and strategic direction, and the Chief Executive Officer is accountable for the implementation of operations and the organization's achievements.

PROCEDURE

1. The Board's connection to the operating organization, its achievement, and its conduct is through the Chief Executive Officer. Regular two-way communication is required, primarily occurring through the formal meetings of the Board as well as through informal interactions with various members of the organization.
2. The Board establishes policies and strategic direction which the Chief Executive Officer is bound to follow and implement. The Board also formulates a job description that describes responsibilities including the linkage to the Board.
3. The Chief Executive Officer must provide information and counsel to the Board so that they have sufficient knowledge of the culture and operations of the organization to make informed decisions.

POLICY G11: DELEGATION TO CHIEF EXECUTIVE OFFICER

CATEGORY: Governance Policy

ADOPTED: October 1999

REVISED: May 2023
May 2013

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PREAMBLE

It is the responsibility of the Board of Directors to lead the organization. Leadership is achieved through setting of organizational direction through the development of the Strategic Plan and policies. The Board engages the Chief Executive Officer to operate the organization following the objectives of the Strategic Plan as well as any policies and other directions determined by the Board.

The Board of Directors develops policies based upon principles of prudence and ethics to provide boundaries within which the Chief Executive Officer is free to act. Executive Boundaries are intended to empower staff to use full creative powers while safeguarding the agency against potential abuses.

Outside of these constraints, the Chief Executive Officer is free to act within the boundaries of legislation and ethics to implement the strategic priorities of the organization. The Chief Executive Officer reports to the Board any actual or potential illegality or breach of applicable legislation or other statutes; ensures that practices, activities, and decisions are lawful, ethical, and prudent. It is essential that the Board receives adequate and timely reporting of the use of delegated authority by the Chief Executive Officer so that the Board can be fully always informed.

POLICY

The Board of Directors will assign clear authorities and accountabilities that create a sound internal control environment while facilitating decision-making; establish matters specifically reserved for determination by the Board and those matters delegated to the Chief Executive Officer; and establish the types and maximum amount of commitments that may be approved by designated individuals for fiscal integrity.

PROCEDURE

1. The Board delegates to the Chief Executive Officer the broad management of all day-to-day affairs and activities of the organization within the Board-endorsed strategic, policy, risk, people, and financial frameworks. The Board also establishes the Chief Executive Directors Job Description which includes responsibilities and accountability.
2. *The Board of Directors is responsible for:*
 - Approving the annual operating plans and budgets that provide the Chief Executive Officer with a mandate for executing all operating and capital expenditures as part of the plan.
 - Ensuring sound financial management and monitoring.
 - Identifying constraints on executive authority which establish the prudence and ethics boundaries within which all activities and decisions by the Chief Executive Officer must take place.

- Authorizing banking and contractual signatories.
- Approving salaries and benefits for employees including the Chief Executive Officer.
- Approving policies and by-laws as well as any revisions to these.
- Identifying the principal risks of Contact Brant's operations and approving appropriate systems to manage these risks.
- Ensuring adherence to the provisions of the organization's bylaws and Article of incorporation as well as legal obligations.
- Hiring and monitoring the performance of the Chief Executive Officer. This includes conducting an annual performance review.
- Due to commitments and transactions not being able to be approved by individuals having lower authority than the Chief Executive Officer, approving temporary authority in the event of an unplanned departure or long-term absence of the Chief Executive Officer. The Board would need to implement the terms of the emergency succession plan and create Board oversight and support of the interim executive.
- Enabling the Board Chair, or the Board-appointed Director of the Board, to gain access to all critical information pertaining to the organization in the event of an emergency.

3. *The Chief Executive Officer is delegated* general management responsibilities which include:

- Ensuring that the organization's policies, practices and decisions are undertaken in a manner that is prudent, equitable and consistent with commonly accepted business practices and professional ethics.
- Ensuring that the organization's assets are protected, adequately maintained and not placed at unnecessary risk.
- Ensuring payments of the organization's financial commitments including salaries.
- Authority to approve expenditures and commitments outlined in the Financial Accountability Governance policy.
- Ensuring that the Board approved priorities are reflected in the allocation of resources.
- Representing the organization externally to funders, stakeholders, and media in ways that enhance the public image and credibility of the organization.
- Ensuring legislative compliance.
- Implementing the mission, vision and values as well as the strategic priorities of the organization.
- Authority and accountability of staff. This includes ensuring the fair and equitable treatment of staff; employment conditions; confidentiality; and written employment contracts.
- Being an ex-officio and non-voting member of the Board and Board Committees.

4. The duty of the Chief Executive Officer is to be accountable to the Board as a whole for the performance of Contact Brant. The Chief Executive Officer will act in a manner that aligns with the Mission, Vision and Values of Contact Brant as well as the goals and objectives of the Strategic Plan and will work within the executive boundaries established by the Board.

The Executive Authority of the Chief Executive Officer includes:

- a. Asset Protection and Risk Management: The Chief Executive Officer will take reasonable measures to ensure the protection of assets and manage potential risks. This will include ensuring legislative and regulatory compliance; appropriate insurance coverage is in place; appropriate systems and structures for the effective management and control of the organization and its resources; and implementation of policies and relevant legislation including human resources, health and safety, and financial.

The Chief Executive Officer will report to the Board at least annually on the status of insurance, organizational policies, risk management structures and any Serious Occurrence Reports. The Chief Executive Officer will report in a timely manner on changes and compliance or non-compliance with legislation and regulatory requirements; any external complaints or adverse media coverage; any internal complaints, grievances or other conflicts which may impact the organization's performance. Additionally, the Chief Executive Officer will provide advice to the Board regarding compliance with the Board's policies, by-laws, roles and responsibilities.

- b. Financial Budgeting and Financial Conditions: The Chief Executive Officer will ensure fiscal competence including drafting an annual budget plan, ensuring regular financial review, establishing internal controls and managing fiscal risks. The Chief Executive Officer will also ensure an annual Audited Financial Statement is completed for the Annual Meeting and presented to the Board for approval.

The Chief Executive Officer will bring monthly financial statements to the Board outlining revenue, expenditures, year-end projections, and bank balances that demonstrate that the fiscal integrity of the agency is not in jeopardy.

- c. Communication and Counsel to the Board: The Chief Executive Officer will report to the Board on any contentious issues, or new Ministry guidelines or legislative requirements. The Chief Executive Officer will ensure the agency is operating with the benefit of a Board approved Strategic Plan and annual work plan. The Chief Executive Officer will communicate clearly and directly with the Board and deliver a diversity of points of view to enable the Board to make informed decisions and choices.

This will be accomplished through regular reports to the Board on activities and service data; providing information relevant to the creation and review of policies; providing leadership in support of the Board's responsibility to develop, review and monitor the strategic statements; providing information on relevant trends in the community which affect the assumptions upon which the mission or strategic objectives have been founded.

- d. Quality Assurance: The Chief Executive Officer will take reasonable measures to ensure the quality of Contact Brant services and empower staff to improve the quality of services and their overall effectiveness. The Chief Executive Officer will drive the implementation of the mission, vision and values as well as strategic priorities.

The Chief Executive Officer will report regularly to the Board on service outcomes and Strategic Priorities Reports as well as provide structures for the review of programs or business cases for new programs.

- e. Compensation and Benefits: The Chief Executive Officer will ensure employees are compensated according to the Board-approved salary grid and benefits.

The Chief Executive Officer will bring the salary grid and benefit plans to the Board at least annually for review and approval.

- f. Emergency Executive Succession: The purpose of an emergency succession plan is to ensure continuous coverage of executive duties, critical to the ongoing operations and organization's sustainability, in the event of an emergency departure of the Chief Executive Officer. The Chief Executive Officer will ensure at least one staff is informed of the priorities and issues facing the agency to support the Board in an emergency transition.

The Chief Executive Officer will annually present to the Board on the CEO's emergency succession plan for Board approval.

- g. Public Relations: The Chief Executive Officer will represent the organization externally to funders, stakeholders, and media in ways that enhance the public image and credibility of the organization. The Chief Executive Officer shall promote a community-wide, cooperative and collaborative approach.

The Chief Executive Officer will report in a timely manner to the Board on all public relations matters.

- h. Treatment of Staff: The Chief Executive Officer will manage human resources in a fair and equitable manner as well as ensure appropriate systems and structures are in place for the effective management of human resources.

The Chief Executive Officer will report to the Board on any staff pressures and issues as they arise, Human Resource policies, employment conditions and staff activities.

- i. Treatment of Clients: The Chief Executive Officer will establish policies and procedures to ensure the confidential, fair and equitable treatment of clients as well as welcome feedback from clients.

The Chief Executive Officer will report to the Board in a timely manner any complaints as well as any privacy breaches or concerns; quarterly reports will be provided on feedback from clients.

- j. Business Continuity: The Chief Executive Officer will ensure a business continuity plan is in place and annually reviewed; the Plan will be taken to the Board annually for approval.

The Chief Executive Officer will report to the Board as issues arise regarding emergency/risk situations facing the organization.

POLICY G12: BOARD APPOINTMENT AND MONITORING OF THE CEO

CATEGORY: Governance Policy

ADOPTED: October 1999

REVISED: May 2023
May 2013

Page: 1 of 2

PREAMBLE

The recruitment, selection, appointment, and monitoring of the Chief Executive Officer are among the most important responsibilities of the Board. An appointment of a CEO should be made with the confidence of the Board.

Since the relationship between the Chief Executive Officer and the Board is important to the success of the organization, it is essential to keep lines of communication open. The best means of communicating a clear direction is by ensuring an annual performance appraisal. Performance reviews are not just an annual event focused on an interview but should be a continuous process that is forward-looking and helps clarify communications and expectations.

POLICY

The Board of Directors will establish a process to recruit and select an appropriate individual to fill the position of Chief Executive Officer and will regularly monitor and annually review the Chief Executive Officer's job performance.

PROCEDURE

Recruitment and Hiring

1. When a vacancy in the position of CEO is anticipated, the Board will determine the needs of the organization at that point in its evolution.
2. The Board will determine the search process, which may include contracting with a recruitment company. The recruitment process must be fair, transparent and managed in a professional manner by the Board.
3. The Board, or a Board-approved Ad Hoc committee consisting of the Board Chair and at least two other Directors, will develop the job posting, review and revise the CEO Job Description that addresses the current needs and strategic direction of the organization, screen candidates for interviewing, and interview.
4. The selection of the final candidate shall be approved by the Board on a majority vote.
5. The Chair of the Board is authorized to negotiate the employment contract including remuneration. The employment contract will be presented to the Board for final approval.

Monitoring and Performance Review

6. The Board will establish the method for the Chief Executive Officer's performance review annually, with an opportunity for input by the Chief Executive Officer.

7. Monitoring the Chief Executive Officer's job performance will be against the implementation of the strategic priorities, the degree to which Board policies are being met, the monthly reporting to the Board, and the annual audit.
8. An Ad Hoc Board Committee may be struck to complete the performance review with the Chief Executive Officer, or it may be done with the full Board in an In-Camera session.
9. Following the completion of the review process, the Board will formulate the appropriate recommendations arising from the review and make those known to the Chief Executive Officer.
10. The document is signed by the Chief Executive Officer and the Board Chair to confirm a shared understanding.
11. A copy of the Chief Executive Officer's annual review will be provided to the Chief Executive Officer, and an original will be filed in the Chief Executive Officer's personnel file held by the Executive Assistant.
12. The Board will make a motion to acknowledge the completion of the annual performance review in the next Open meeting.
13. Completion of the CEO's performance review will initiate the start of another performance review cycle.
14. The Chief Executive Officer will protect the Board from the sudden loss of the Chief Executive Officer services through an Executive Succession plan.
15. The Chief Executive Officer will have one staff in the employ of the organization familiar with Board of Directors and Chief Executive Officer issues and processes.
16. The Chief Executive Officer will bring the emergency executive succession plan to the Board for approval at least annually by June.
17. When a transition of the Chief Executive Officer position occurs, the Board will appoint an appropriate person in the transition as the leader to provide emergency coverage which could include a manager from one of the Contact agencies, a Director of the Board, the identified staff in the succession plan, or an interim Chief Executive Officer seconded or appointed by the Board. If the appointee is not the informed staff, that staff will be expected to assist and inform the interim leader during the transition period.
18. When considering permanent succession, the Board may engage in a transparent and open recruitment process which considers both internal and external candidates. As the role and function of the Chief Executive Officer may change in accordance with the needs of the agency, the Board will engage in a formal needs analysis to identify the requirements for the Chief Executive Officer's position prior to initiation of the search process. The Board of Directors will approve the selected candidate and contract offer.
19. When a transition of the Chief Executive Officer position occurs, the Board Chair will be given the responsibility of communication with key stakeholders (staff, Ministry, community) during the transition period.