



# BRANDON SCHOOL DIVISION

May 7, 2021

NOTICE IS HEREBY GIVEN OF THE REGULAR MEETING  
OF THE BOARD OF TRUSTEES

TO BE HELD MONDAY, MAY 10, 2021  
6:00 P.M. (In-Camera) 7:30 P.M. (Public)

J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE

1031 - 6TH STREET, BRANDON, MANITOBA

D. Labossiere  
Secretary-Treasurer

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## AGENDA

### 1.00 AGENDA/MINUTES:

#### 1.01 Approval of Agenda

#### 1.02 Adoption of Minutes of Previous Meetings

- a) Board Meeting, April 26, 2021.  
Adopt.

### 2.00 IN CAMERA DISCUSSION

#### 2.01 Student Issues

- Reports
- Trustee Inquiries

#### 2.02 Personnel Matters

- Reports

- a) Staffing Activity Report

- Trustee Inquiries

#### 2.03 Property Matters/Tenders

- Reports
- Trustee Inquiries

**2.04 Board Operations**

- Reports
- Trustee Inquiries

**3.00 PRESENTATIONS AND COMMUNICATIONS**

**3.01 Presentations for Information**

**3.02 Communications for Information**

**3.03 Communications for Action**

- a) Sheri Bailey, Executive Assistant, Brandon Teachers' Association, April 23, 2021, addressed to Mr. Mathew Gustafson, A/Superintendent / CEO, advising that Mr. Cale Dunbar has been acclaimed as the President of the Brandon Teachers' Association (BTA) for the term beginning July 1, 2021 to June 30, 2022. The BTA formally requests that Mr. Dunbar be seconded full-time, with salary and benefits to be paid by the Association. (Appendix 'A')

Refer Motions.

**4.00 REPORT OF SENIOR ADMINISTRATION**

**- From Report of Senior Administration**

- a) Review Report of Senior Administration – May 10, 2021.

**5.00 GOVERNANCE MATTERS**

**5.01 Reports of Committees**

**5.02 Delegations and Petitions (Max. 15 minutes)**

**5.03 Business Arising**

- From Previous Delegation
- From Board Agenda

**- MSBA Issues**

- a) e-bulletin – May 5, 2021 (Appendix 'B')

**5.04 Public Inquiries (Max. 15 Mins)**

**5.05 Motions**

- 24/2021 That the request of the Brandon Teachers' Association, that the President of the Association, Mr. Cale Dunbar, be seconded from the Division from July 1, 2021 to June 30, 2022 on a full-time basis be approved, subject to the Division being reimbursed by the Association for all salary and benefit costs for the period of the secondment and that the terms and conditions of this leave of absence are in accordance with Article 17.02 of the Collective Bargaining Agreement.

25/2021 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Occupational Therapy services effective April 1, 2021 be approved; and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

26/2021 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Speech Language services effective April 1, 2021 be approved; and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

**5.06 Bylaws**

**By-Law 1/2021**

1<sup>st</sup> Reading

That By-law 1/2021 being a by-law providing for the borrowing of moneys upon the credit of the said School Division to meet current expenses for the fiscal year, July 1, 2021 to June 30, 2022 be now read for a first time.

**5.07 Giving of Notice**

**5.08 Trustee Inquiries**

**6.00 ANNOUNCEMENTS**

a) NEXT REGULAR BOARD MEETING/COMMITTEE OF THE WHOLE – 7:30 p.m. (public), Tuesday, May 25, 2021, Boardroom.

**Due to COVID-19:**

- Brandon School Division Board Meetings will take place with no members of the public present, until further notice. We invite everyone to watch live streaming of the Board meetings on our website: <https://www.bsd.ca/board/meetings/Pages/board-meeting-live-streaming.aspx>

**7.00 ADJOURNMENT**



# BRANDON SCHOOL DIVISION

MINUTES OF THE REGULAR MEETING/COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 6:00 P.M., MONDAY, APRIL 26, 2021.

**TRUSTEES PRESENT:** L. Ross, Chairperson  
S. Bambridge, Vice-Chairperson  
C. Ekenna B. Foley  
J. Gobeil D. Kejick  
L. Letain J. Murray

**ALSO PRESENT:** D. Labossiere, Secretary-Treasurer  
M. Gustafson, Acting Superintendent/CEO  
E. McFadzen, Assistant Superintendent  
B. Sangster, Recording Secretary

**REGRETS:** K. Fallis

The Chairperson called the In-Camera portion of the meeting to order at 6:04 p.m.

## AGENDA

### 1.00 AGENDA/MINUTES:

#### 1.01 Approval of Agenda

Senior Administration added eight (8) items for In-Camera.

Trustee Ross added one (1) item for In-Camera.

Ms. Letain – Ms. Bambridge  
That the agenda be approved as amended.  
Carried.

#### 1.02 Adoption of Minutes of Previous Meetings

a) The Minutes of the Board Meeting held April 12, 2021 were circulated.

Mr. Murray – Mr. Foley  
That the Minutes be approved as circulated.  
Carried.

Mr. Murray – Ms. Letain  
That the Board do now resolve into Committee of the Whole In-Camera. (6:05 p.m.)  
Carried.

**2.00 IN CAMERA DISCUSSION (COMMITTEE OF THE WHOLE):****2.01 Student Issues****- Reports**

- a) Mr. Mathew Gustafson, A/Superintendent / CEO, and Mr. Denis Labossiere, Secretary-Treasurer provided information on a Student Matter and received Board direction.

**- Trustee Inquiries****2.02 Personnel Matters****- Reports**

- a) The A/Superintendent / CEO presented Confidential Report No. 2 and answered Trustee questions.
- b) The A/Superintendent / CEO presented Confidential Report No. 3 and answered Trustee questions.
- c) The A/Superintendent / CEO provided information on one (1) Personnel Matter.
- d) The Secretary-Treasurer provided information on a Personnel Matter and received direction from the Board.
- e) Trustee Ross provided information on a Personnel Matter and requested information from Senior Administration. The Secretary-Treasurer provided a response.

**- Trustee Inquiries****2.03 Property Matters/Tenders****- Reports**

- a) The Secretary-Treasurer provided information on a Property Matter and answered Trustee questions.
- b) The Secretary-Treasurer provided an update on a Property Matter.
- c) The Secretary-Treasurer provided information on a Property Matter and received Board direction.

**- Trustee Inquiries****2.04 Board Operations****- Reports****- Trustee Inquiries**

Ms. Letain – Ms. Kejick

That the Committee of the Whole In-Camera do now resolve into Board. (6:55 p.m.)

Carried.

The Chairperson called the Public portion of the meeting to order at 7:04 p.m. with a traditional heritage acknowledgement.

**3.00 PRESENTATIONS AND COMMUNICATIONS:****3.01 Presentations For Information****3.02 Communications For Information****3.03 Communications For Action**

#### **4.00 REPORT OF SENIOR ADMINISTRATION**

Mr. Mathew Gustafson, A/Superintendent / CEO, provided highlights on the following items from the April 26, 2021 Report of Senior Administration:

- Administrative Information
  - Celebrations
    - Donation from Koch Fertilizer Canada ULC
    - Celebration of Women in Science, Technology, Engineering and Math (STEM)
    - Grade 7-8 Service Learning Project
  - Information Items
    - Manitoba Education Correspondence
      - Letter from Tracey Maconachie, Acting Deputy Minister, Advanced Education, Skills and Immigration
      - Letter from Honourable Cliff Cullen, Minister of Education
      - Brandon Local Immigration Partnership
  - Presentations:
    - Communications in Action – T. Curtis, Communications Coordinator
- Business Arising for Board Action
  - Information for Discussion and Correspondence
    - Brandon Schools Instrumental Music Association Agreement
    - Assiniboine Community College Comprehensive Health Care Aide Program – Memorandum of Understanding
    - 5-Year Capital Plan – 2022-2023 to 2026-2027

Ms. Bambridge – Mr. Ekenna

That the April 26, 2021 Report of Senior Administration be received and filed.

Carried.

#### **5.00 GOVERNANCE MATTERS**

##### **5.01 Reports of Committees**

- a) Education and Community Relations  
The written report of the Education and Community Relations Committee meeting held on April 12, 2021 was circulated.

Ms. Letain – Mr. Gobeil

That the Report be received and filed.

Carried.

- b) Finance and Facilities Committee Meeting  
The written report of the Finance and Facilities Committee meeting held on April 12, 2021 was circulated.

Dr. Ross – Ms. Kejick

That the Report be received and filed.

Carried.

- c) Personnel and Policy  
The written report of the Personnel and Policy Committee meeting held on April 12, 2021 was circulated.

Mr. Murray – Ms. Letain  
That the Report be received and filed.  
Carried.

**5.02 Delegations and Petitions**

**5.03 Business Arising**

- From Previous Delegation
- From Board Agenda
- MSBA Matters

**5.04 Public Inquiries (max. 15 minutes)**

**5.05 Motions**

16/2021 Mr. Gobeil – Ms. Letain  
That the proposed budget dates for the 2022-2023 budget be as follows, subject to receiving the Provincial funding announcement by January 31, 2022:

Thursday, February 17, 2022	Budget Presentation
Tuesday, February 22, 2022	Budget Deliberations
Monday, February 28, 2022	Public Budget Consultation
Monday, March 7, 2022	Final Budget Approval

Carried.

17/2021 Mr. Gobeil – Ms. Letain  
That the following tuition fees be approved for the 2021-2022 year:

Transfer Fee	\$ 1,300
Residual Fee	\$ 5,796
Non-Resident (First Nations)	\$12,500
International Student Fees	\$12,500

Carried.

18/2021 Ms. Letain – Ms. Kejick  
That the promissory note LTPS0470 for the purpose of borrowing the sum of One Hundred Three Thousand Four Hundred dollars (\$103,400) to meet partial construction costs of the following:

<b><u>School</u></b>	<b><u>Project</u></b>
Maryland Park School	New K-8 School

be approved.

Carried.

19/2021 Ms. Letain – Ms. Kejick  
That the Agreement between the Brandon Schools Instrumental Music Association (BSIMA) and Brandon School Division (Division) regarding the 2021-2022 financial support to be provided by the Division to BSIMA be approved; and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

Carried.

20/2021 Mr. Murray – Mr. Foley  
That the Memorandum of Understanding (MOU) between The Brandon School Division and Assiniboine Community College (ACC) to facilitate the delivery of ACC's Comprehensive Health Care Aide (CHCA) program at Crocus Plains Regional Secondary School (CPRSS) for the 2021-2022 Academic/School year be approved; and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

Carried.

21/2021 Mr. Foley – Mr. Murray  
That the Five-Year Capital Plan 2022-2023 to 2026-2027 be approved for submission to the Department of Central Services.

Carried.

### **Late Motions:**

22/2021 Mr. Murray – Mr. Gobeil  
That Confidential No. 2 and the recommendations therein be approved.

Carried.

23/2021 Mr. Ekenna – Mr. Foley  
That Confidential No. 3 and the recommendations therein be approved.

Carried.

### **5.06 Bylaws**

### **5.07 Giving of Notice**

Mr. Foley

I hereby give notice that at the next regular meeting of the Board of Trustees, I, or someone in my stead, will introduce By-law 1/2021 being a by-law providing for the borrowing of moneys upon the credit of the said School Division to meet current expenses for the fiscal year July 1, 2021 to June 30, 2022.

### **5.08 Trustee Inquiries**

Trustee Ekenna requested the following information regarding the School Lunch Programs:

- Lunch Program Policy
- Fees associated with lunch programs and why
- Lunch program procedures in each elementary school

The Board agreed to forward this request to Senior Administration for response.

### **6.00 ANNOUNCEMENTS**

a) NEXT REGULAR BOARD MEETING – 7:30 p.m. (Public), Monday, May 10, 2021, Boardroom.

### **Due to COVID-19:**

- Brandon School Division Board Meetings will take place with no members of the public present, until further notice. We invite everyone to watch live streaming of the

Board meetings on our website: <https://www.bsd.ca/board/meetings/Pages/board-meeting-live-streaming.aspx>

**7.00 ADJOURNMENT**

Mr. Gobeil – Mr. Ekenna

That the Board do now adjourn (7:50 p.m.)

Carried.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer



# BRANDON TEACHERS' ASSOCIATION

NEW ADDRESS:

1239 Princess Ave.

Brandon, MB R7A 0R3

Ph: (204)729-3141

Email: [Office@btateach.com](mailto:Office@btateach.com)

Website: [www.btateach.com](http://www.btateach.com)

April 23, 2021

## Appendix 'A'

Mathew Gustafson  
Acting Superintendent/CEO  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon, MB R7A 4K5

email: [gustafson.mathew@bsd.ca](mailto:gustafson.mathew@bsd.ca)

Original via mail.

Dear Mathew:

Please be advised that at the BTA Council Meeting held Thursday, April 22, 2021, Mr. Cale Dunbar was acclaimed the President of the Brandon Teachers' Association for the term beginning July 1, 2021 to June 30, 2022.

Please consider this letter a formal request by Brandon Teachers' Association to second Mr. Dunbar full-time, with salary and benefits to be paid by the Association.

Respectfully,

Sheri Bailey  
Executive Assistant  
Brandon Teachers' Association

/sb

c.c. Mr. Denis Labossiere, Secretary-Treasurer  
Mr. Cale Dunbar, BTA President  
Mr. Chad Cobbe, Principal, Crocus Plains



# BRANDON SCHOOL DIVISION

## Report of Senior Administration to the Board of Trustees

May 10, 2021

### A. Administrative Information

#### I. CELEBRATIONS

##### 1. 2021 TEACHER DRIVER AWARD

Darren Duncalfe, Teacher at Vincent Massey High School, has been awarded the 2021 Teacher Driver Award from Agriculture in the Classroom Manitoba. This award acknowledges Mr. Duncalfe's commitment to teaching students about agriculture, which is a large part of the culture and economy in Brandon. Sustainability is at the core of all of his lessons. Congratulations to Mr. Duncalfe on this significant achievement!

#### II. SUSPENSIONS

<u>SCHOOL</u>	<u>NO./STUDENTS</u>	<u>INAPPROPRIATE BEHAVIOUR</u>	<u>ASSAULTIVE BEHAVIOUR</u>	<u>DRUGS AND ALCOHOL</u>
Elementary	3 total	-	2	1
High School	2 total	1	0	1
		*0 vaping	*0 weapons	

\* Infractions may fall under more than one category.

*“Accepting the Challenge”*

### **III. INFORMATION ITEMS**

#### **1. MANITOBA EDUCATION CORRESPONDENCE**

##### **MUSIC MONTH IN MANITOBA**

For Information .....M. Gustafson

Correspondence has been received from Honourable Cliff Cullen, Minister of Education, proclaiming May 2021 as Music Month in Manitoba. This proclamation is made in recognition of the important contributions of musicians, music educators, and music education programs in our schools and community.

### **B. Business Arising for Board Action**

#### **I. INFORMATION FOR DISCUSSION AND CORRESPONDENCE**

##### **1. STAFFING ACTIVITY REPORT**

For Information ..... T. Mendel

Included in the agenda package as Confidential #1 is the Staffing Activity Report, a listing of resignations and employment approved by the A/Superintendent / Chief Executive Officer and Secretary-Treasurer since the last meeting.

##### **2. PRAIRIE MOUNTAIN HEALTH AGREEMENT – OCCUPATIONAL THERAPY SERVICES**

For Action .....D. Labossiere

As in past years, the Division has received occupational therapy services through Prairie Mountain Health. These services are provided by Prairie Mountain Health staff through a Service Purchase Agreement (Appendix A). The Agreement has been reviewed and approved by Elaine McFadzen, Assistant Superintendent and myself. The Agreement is effective April 1, 2021 for a one (1) year term. A motion is included in the agenda for Board consideration. Please contact me should you require further information.

***Recommendation:***

That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Occupational Therapy services effective April 1, 2021 be approved; and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

**3. PRAIRIE MOUNTAIN HEALTH AGREEMENT – SPEECH LANGUAGE SERVICES**

For Action .....D. Labossiere

The Brandon School Division and Prairie Mountain Health have partnered to provide speech language services to Prairie Mountain Health in exchange for transfer of funding received for the provision of such services (Appendix B). The Agreement has been reviewed and approved by Elaine McFadzen, Assistant Superintendent and myself. The Agreement is effective April 1, 2021 for a one (1) year term. A motion is included in the agenda for Board consideration. Please contact me should you require further information.

***Recommendation:***

That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Speech Language services effective April 1, 2021 be approved; and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

**This report from members of the Brandon School Division Senior Administration is submitted respectfully for your consideration, action, and information.**

**Mathew Gustafson  
A/Superintendent / Chief Executive Officer**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE BRANDON SCHOOL DIVISION**  
*(Hereinafter called the "Division")*

**- and -**

**PRAIRIE MOUNTAIN HEALTH**  
*(Hereinafter called "PMH")*

WHEREAS the Division is an independent and autonomous entity with its own mission statement, by-laws and policies, governed by a board of directors;

AND WHEREAS PMH is established or continued under the RHA Act, with its own mission statement, by-laws and policies, governed by a board of directors;

AND WHEREAS PMH is committed to providing the "Programs/Services" as hereinafter defined in Schedule A;

AND WHEREAS the Division is willing to provide funding for the Programs/Services provided by PMH, with Programs/Services that are responsive to the needs of children in the Brandon area;

AND WHEREAS both parties are committed to continue to provide a high quality of service to the community, which will provide the stability necessary to maintain the confidence of the consumers of the Programs/Services;

AND WHEREAS the Partners are desirous of confirming their respective rights and obligations in writing and providing a method for effective implementation of this Agreement;

NOW THEREFORE PMH and the Division agree as follows:

**SECTION 1 - DEFINITIONS**

In this Agreement and in the Schedules hereto:

- 1(1) "Employee" means an individual paid by PMH on a permanent or term basis to perform duties as outlined in Schedule A.

- 1(2) "Insurer" means the entity providing PMH with composite liability insurance, as described in Section 9.
- 1(3) "Manitoba Health" means the Department of Health, Seniors and Active Living of the Government of Manitoba and includes the authorized officials and representatives of the Department;
- 1(4) "Personal Health Information" means information about an identifiable individual relating to the individual's health, or health care history, including genetic information about the individual, provision of health care to the individual, or payment for health care provided to the individual and includes the Personal Health Identification Number (PHIN) and any other identifying number, symbol or particular assigned to an individual, and any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.;
- 1(5) "Personal Information" means information about an identifiable individual, including: the individual's name; home address or personal phone/fax number or personal email address; ancestry, race, color, nationality, or nation or ethnic origin; religion or creed, or religious belief, association or activity; blood type, fingerprints or other hereditary characteristics; political belief, association or activity; education, employment or occupation, or educational, employment or occupational history; source of income or financial circumstances, activities or history; criminal history, including regulatory offences; involvement in legal matters.
- 1(6) "Division Designate" means the Division employee that is responsible for managing the contracted service pertaining to this agreement and the applicable Schedule A.
- 1(7) "Programs/Services" means the programs and/or Programs/Services to be provided by PMH to the Division under this Agreement in accordance with Schedule A to this Agreement;
- 1(8) "Reporting Year" means the period starting on April 1 of one year and ending on March 31 on the next ensuing year;
- 1(9) "Term" means the term of this Agreement as specified in subsections 2(1);
- 1(10) "Third Party" means any person, corporation, organization or entity other than PMH or the Division.

## **SECTION 2 – TERM OF AGREEMENT**

- 2(1) This Agreement comes into effect on April 1, 2021 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2022 unless terminated earlier under section 14.
- 2(2) Provided that this Agreement is in full force and *effect* and neither party is under material default under this Agreement, should both parties be interested in renewing this agreement, the parties agree to enter into a discussion to re-negotiate this Agreement during the final ninety (90) days of

the Term of this Agreement. Should this Agreement be renewed, a new Agreement will be signed by the parties.

- 2(3) The Schedules which are attached to this agreement form part of the agreement, and any of the terms in this agreement are subject to any amendments provided for in the Schedules. The parties acknowledge and agree that the Schedules may be reviewed by the parties periodically and where necessary or appropriate, be amended by the Division, with the consent of PMH, to reflect changes in circumstances. Amended Schedules will be signed by both parties. If amended, the amended Schedule shall replace the previous Schedule, and shall be effective as of the date of execution of the new Schedule, unless otherwise stated thereon.
- 2(4) If there is any inconsistency or conflict between the main body of this Agreement and the Schedules, the main body of this Agreement shall govern.

### **SECTION 3 – DIVISION TO PROVIDE FUNDING TOWARDS THE PURCHASE OF PROGRAMS/SERVICES**

- 3(1) Subject to the terms and conditions of this Agreement, the Division agrees to provide funding to PMH to purchase the Programs/Services as specified in Schedule A.
- 3(2) Where PMH provides Programs/Services outside the scope of Schedule "A" to this Agreement, such Programs/Services shall not be covered under this Agreement. In other words, the Division has no liability or responsibility to compensate PMH with respect to any work performed outside the scope of Schedule "A", without the prior written approval of the Division.
- 3(3) The Division agrees to comply with PMH policies as relevant to the delivery of Programs/Services and as defined in Schedule B.

### **SECTION 4 – PMH TO PROVIDE PROGRAMS/SERVICES**

- 4(1) PMH agrees to establish and provide the Programs/Services in accordance with Schedule "A", on the terms and conditions set out in this Agreement.
- 4(2) The Schedules form an integral part of this Agreement.
- 4(3) The Programs/Services provided in Schedule "A" are to be operated in a manner consistent with policies and procedures as established by PMH from time to time.
- 4(4) PMH represents and warrants that it shall:
  - (a) provide its employees, third party, agents, volunteers or representatives with appropriate ongoing supervision, training, equipment, and administrative support, and shall take all other steps necessary to ensure proper performance of the Programs/Services;
  - (b) supply competent personnel to perform the Programs/Services and shall ensure that no Third Party is engaged to perform the Programs/Services, or any part thereof, unless they have been adequately instructed and trained to do so and maintain that competency and provide evidence of insurance as outlined in Section 9;
  - (c) put in place all reasonable measures, including but not limited to, administrative, operational and cost containment measures to avoid incurring any deficit in connection with the Programs/Services;

- (d) operate in accordance with all applicable statutes, by-laws and regulations of any relevant government body as well as all federal, provincial and municipal laws, statutes and regulations, and shall administer and provide the Programs/Services in compliance with these standards and PMH policies as defined in Schedule B;
  - (e) carry out all such responsibilities as are necessary to the efficient, safe, and effective operation of Programs/Services, including but not limited to, ensuring efficient, safe, and effective service delivery and exercising sound fiscal management;
  - (f) ensure that it has appropriate management and support structures in place to support quality Programs/Services, and enable the delivery in accordance with any established policies and procedures, and standards as well as to meet requirements from existing legislation. Such structure should include provisions for an employee development and review process in order to ensure competent staff, volunteers and that all third parties engaged by PMH are providing quality service.
- 4(5) PMH shall not provide any Programs/Services in addition to those identified in Schedule A with funding provided by the Division without prior written approval from the Division.
- 4(6) PMH shall advise the Division, in writing, of any factors that may have a negative effect on the ability of PMH to meet any of its obligations under this Agreement.
- 4(7) PMH agrees to work collaboratively with the Division in delivering the Programs/Services, including communicating, cooperating and working with the Division with respect to matters which will have a system-wide impact on planning, policy, resource allocation, finance, quality/standards, and program evaluation. PMH agrees to collaborate with and to assist the Division in defining opportunities to achieve quality, cost-effective, coordinated, and integrated service delivery and resource management within the region and to collaborate in a "best practice" approach to service delivery and resource management.
- 4(8) PMH shall report all critical occurrences immediately, in accordance with PMH's Critical Occurrence Reporting policy and shall notify the Division designate as soon as possible of the incident.

#### **SECTION 5 – PMH TO USE FUNDING**

- 5(1) Unless otherwise provided in writing by the Division, PMH shall use all funding provided under this Agreement exclusively to provide the Programs/Services, including but not limited to the payment of all employee salaries and benefits.
- 5(2) The Programs/Services as defined in Schedule "A" are to be provided by PMH and payments made under this Agreement by the Division are to be used by PMH in accordance with Schedule "A".

#### **SECTION 6 – PAYMENT**

- 6(1) Subject to Section 3(1), the Division agrees to make payment to PMH in accordance with the schedule of payments, the amounts, terms and conditions as outlined in Schedule "A" to this Agreement.
- 6(2) Payments for the Programs/Services whether in whole or in part shall not be deemed nor considered earned, in the hands of PMH until such time as:
- (a) the Programs/Services are actually provided and properly reported to the Division; and

- (b) PMH fully and properly accounts to the Division for PMH's use or application of all payments made by the Division and PMH confirms that such payments are not subject to any Third Party claims or interests, whether by security agreement, attachment or otherwise.
- 6(3) the Division shall not be held responsible for the costs of Programs/Services offered or projects undertaken by PMH outside the scope of Schedule "A", unless the prior written approval of the Division was obtained.
- 6(4) PMH is expected to manage within the funding provided by the Division. The Division shall not be responsible for any deficit incurred by PMH in providing the Programs/Services or otherwise.

#### **SECTION 7 - INDEMNIFICATION BY THE DIVISION**

- 7(1) The Division shall not be liable for any injury to PMH, or to any officers, employees, third party, volunteers, agents or clients of PMH, or for any damage to or loss of property of PMH, or of the officers, employees, third party employees or any other third party, volunteers, agents or clients of PMH, caused by or in any way related to the performance of this Agreement by PMH.
- 7(2) Subsection 7(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the Division during the course of this agreement.
- 7(3) The Division shall save harmless and fully indemnify PMH, its officers, employees, third party employees, volunteers and agents from and against all claims, liabilities and demands related to all matters within the scope of Subsection 7(2).
- 7 (4) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

#### **SECTION 8 - INDEMNIFICATION BY PMH**

- 8(1) PMH shall not be liable for any injury to, or for any damage to or loss of property of the Division or any of the Division's officers, employees, third party, volunteers or agents caused by or in any way related to the performance of this Agreement by the Division.
- 8(2) Subsection 8(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of PMH while acting within the scope of his or her employment.
- 8(3) PMH shall indemnify and hold harmless the Division of and from any claims, demands or proceedings with respect to all damages, costs, disbursements and taxes arising out of:
  - (a) any wrongful or negligent acts or deliberate misconduct of PMH, its officers, employees, third party, volunteers and agents;
  - (b) Any failure on the part of PMH to comply with applicable laws, including employment and privacy laws;
  - (c) Any failure on the part of PMH to make any necessary deductions or remittances required by law;
- 8(4) Subject to sections 3 and 7, PMH will not seek compensation from the Division, or make any claims or take any proceedings against the Division, arising out of the performance of this Agreement.

- 8(5) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

## **SECTION 9 – INSURANCE BY PMH**

- 9(1) PMH agrees to purchase and maintain insurance throughout the term of this Agreement at their cost:

- (A) **Commercial General Liability (CGL)** Insurance with a limit of no less than two million dollars (\$2,000,000) insuring against bodily injury, personal injury, advertising liability, liability for damage or loss to property of others arising out of any of the operations of Division, its officers, employees, third party, volunteers or agents under this Agreement.

Without limiting or restricting the generality of Subsection 9(1), such insurance shall:

- a) Name the Division, its officers, employees and agents as Additional Insured's with respect to operations performed by PMH under the Agreement.
  - b) Include Non-Owned Automobile (NOA) two million dollars (\$2,000,000)
  - c) Include Tenants Legal Liability (TLL) one million dollars ( \$ 1,000,000)
  - d) Include volunteer workers as additional insured's when volunteer Programs/Services are included in Schedule A
  - e) Include products and completed operations, cross liability and contractual liability
  - f) Where professional Programs/Services are being provided by PMH (as outlined in Schedule A), include an extension for Professional Liability insurance of five million dollars (\$5,000,000) including but not limited to regulated, licensed professionals (with the exclusion of physicians). PMH will endeavor to ensure that Professional Liability coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
  - g) Include no exclusionary wording for Programs/Services outlined in Schedule A unless coverage is specifically obtained by a separate policy.
- (B) **Directors and Officers Coverage or Management Liability** including Directors and Officers Coverage for a minimum Limit of Liability of two million dollars (\$ 2,000,000) per claim and four million dollars (\$4,000,000) annual aggregate.
- a) PMH will endeavour to provide 30 days' notice to the Division if this insurance is to be lapsed, cancelled, or materially changed.
  - b) PMH will endeavour to ensure that coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
- C) **Crime Coverage**
- (a) Employee Dishonesty for a minimum limit of two hundred thousand dollars (\$200,000)
  - (b) Loss inside and outside for a minimum limit of twenty thousand dollars (\$ 20,000)

- D) "**All Risks**" property insurance on a replacement cost basis on all owned and leased property for which PMH is responsible and buy business interruption insurance as is prudent.
- 9(2) Without limiting or restricting the generality of Subsection 9(1), PMH is responsible to:
- (a) Promptly report to comply with the Insurers Claims reporting conditions and to simultaneously advise the Division of any potential claim or action arising out of the Programs/Services outlined in this agreement
  - (b) Ensure that coverage is primary and without right of contribution by any insurance carried by the Division.
  - (c) Prior to the commencement of this agreement and annually thereafter, submit certified copies of insurance certificates. Certificates will be specific to coverage, describe the operations fully or reference this Agreement, and outline minimum conditions as specified above including, Limits of Liability, Additional Insured Status and Cancellation Clause.
- 9(3) PMH shall take all reasonable steps to ensure that any Third Parties, other than PMH officers, employees and volunteers, who are delivering or working within the Programs/Services as outlined in Schedule "A", and acting in a professional capacity have five million dollars (\$5,000,000) professional liability insurance coverage for errors and omissions and that coverage shall remain in force for a period of 24 months after the end of their service. PMH shall obtain and retain the evidence of insurance.
- 9(4) PMH shall ensure that any Third Parties, other than PMH officers, employees and volunteers, who are delivering or working within the Programs/Services as outlined in Schedule "A", provide evidence of Commercial General Liability for a minimum amount of two million dollars (\$2,000,000) per occurrence for the duration of their Programs/Services. PMH shall obtain and retain the evidence of insurance.
- 9(5) PMH agrees that all vehicles registered or used on PMH business shall be insured for a minimum third party liability limit of one million dollars (\$1,000,000) and are registered according to their use as required by Manitoba Public Insurance.
- 9(6) PMH represents and warrants that all coverage required under *The Workers Compensation Act* (Manitoba) is in place, and shall continue to be in place while the Programs/Services are provided under this Agreement, with respect to all its employees and PMH shall provide evidence of such coverage to the Division upon request.

#### **SECTION 10 – CONFIDENTIALITY OF INFORMATION PROTECTION OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION**

- 10(1) While this Agreement is in effect and at all times thereafter, notwithstanding the termination or expiry of this Agreement, PMH and its directors, employees, volunteers and agents shall comply with any rules or directions made or given by the Division with respect to the safeguarding or ensuring of the confidentiality of information, data, documents or materials acquired or by which access has been given in the course of or incidental to the performance of this Agreement.
- 10(2) The parties acknowledge that Personal Information and Personal Health Information provided to the other party pursuant to this Agreement will be collected, used, disclosed and protected by the other party and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health Information Act* (Manitoba).

- 10(3) PMH recognizes that, in the course of carrying out its obligations under this Agreement, PMH and its directors, employees, third party employees, agents, volunteers, or representatives, may receive, collect, acquire, be given access to and may otherwise come into possession of Personal Information or Personal Health Information under this Agreement. PMH acknowledges that Personal Information and Personal Health Information will be collected, used, disclosed and protected by PMH and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act (Manitoba)* and *The Personal Health Information Act (Manitoba)*. PMH shall take all reasonable steps to protect Personal Information and Personal Health Information from risks such as inappropriate collection, use or disclosure. PMH is responsible to report immediately to the Division any suspected or actual breaches of privacy as it relates to the Programs/Services provided under this Agreement.

#### **SECTION 11 - PMH RECORDS AND REPORTING REQUIREMENTS**

- 11(1) PMH shall provide the Division with reports and financial statements in accordance with Division's Reporting Requirements that are attached as Schedule "C" to this Agreement. Other information reasonably required by the Division will be provided by PMH as requested.

#### **SECTION 12 – EVALUATION - AUDIT AND REVIEW**

- 12(1) The Division may at any time directly, or by way of independent external consultants, conduct a review, evaluation or audit of the Programs/Services provided by PMH under this Agreement. The Division shall consult with PMH in the *selection* of an independent external consultant.
- 12(2) The Division may also at any time conduct a review of the management and financial or other practices of PMH. PMH shall provide the Division or its external consultants with full access to all financial and program records, accounts and other documents involving the provision of the Programs/Services. All expenses related to such evaluations or audits shall be borne by the Division.

#### **SECTION 13 - AMENDMENTS**

- 13(1) No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

#### **SECTION 14 - TERMINATION**

- 14(1) In addition to the other termination rights under this Agreement, the Division may terminate this Agreement for any reason or without cause upon providing PMH with ninety (90) days' written notice or prior written notice as per *The Employment Standards Code (Manitoba)*, whichever notice period is greater.
- 14(2) In addition to the Division's rights under Subsection 14(1), and without restricting any other available remedies, the Division may immediately terminate this Agreement in writing without further notice if in the Division's reasonable opinion:
- (a) The Programs/Services are unsatisfactory, inadequate or are improperly or unsafely performed; or
  - (b) PMH has failed in any material respect to comply with any term or condition of this Agreement;

Provided that the Division has first notified PMH in writing of the default or failure and PMH has failed or neglected to remedy such default or failure to the satisfaction of the Division within thirty (30) days following the date of the Division's notice to PMH.

- 14(3) The Division may, at its sole discretion, immediately terminate this Agreement in writing if:
- (a) PMH is dissolved or becomes bankrupt or insolvent, or a receiver, trustee, or custodian is appointed to manage the affairs and assets of PMH;
  - (b) PMH makes any compromise, arrangement, or assignment with or for the benefits of the creditors of PMH;
  - (c) any creditor of PMH garnishes or attaches, or attempts to garnish or, attach, any of the funds paid or to be paid by the Division under this Agreement;
  - (d) PMH fails to secure or renew any license or permit required by law, or if such license or permit is revoked or suspended;
  - (e) PMH or any officer or director of PMH is found guilty of an indictable offence;
  - (f) PMH at any time engages in any activities or trade practices which, in the opinion of the Division, acting reasonably, are prejudicial to the interests of the Division; or
  - (g) PMH is in breach of any applicable statute, by-law or regulation.
- 14(4) PMH may terminate this Agreement if all of the following conditions are satisfied:
- (a) PMH provides and executes a Programs/Services transition plan, satisfactory to the Division, that shall be in place prior to termination, that ensures client Programs/Services are in no way compromised; and
  - (b) PMH provides the Division with a minimum of ninety (90) days' written notice.
- 14(5) On termination of this Agreement, PMH shall cease to perform any further Programs/Services on behalf of the Division under this Agreement. Subject to Section 7, the Division shall be under no obligation to PMH other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the Division, such funds as PMH may be entitled to receive under this Agreement for the Programs/Services completed to the satisfaction of the Division up to the date of termination.

#### **SECTION 15 - WAIVER OF AGREEMENT**

- 15(1) A term or condition of this Agreement can be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.

#### **SECTION 16 - NO ASSIGNMENT OF AGREEMENT**

- 16(1) The Division shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express prior written approval of PMH.
- 16(2) No assignment or transfer of this Agreement shall relieve PMH of any obligations under this Agreement, except to the extent that they are properly performed by PMH's permitted assigns.
- 16(3) This Agreement shall be binding upon the successors and any permitted assigns of PMH.

- 16(4) PMH shall be entitled to assign this Agreement, including all of PMH's rights and obligations contained in this Agreement, to another regional health authority, another health care facility, a successor entity or the Government of Manitoba, with all the terms and conditions of this Agreement remaining unchanged. For clarification, PMH's right to assign shall not require the consent of the Division provided that no assignment or transfer of this Agreement shall relieve PMH of any obligations under this Agreement, except to the extent that they are properly performed by PMH's assignee.
- 16(5) PMH will notify the Division, in writing, of PMH's intended assignment at least thirty (30) days prior to the date that such assignment is to take effect.

#### **SECTION 17 - DIVISION RELATIONSHIP WITH PMH**

- 17(1) This Agreement does not create any partnership between PMH and the Division or the relationship of employee and employer or of principal and agent between PMH and the Division or any employee or agent of PMH.
- 17(2) PMH shall not incur any expenses or debts on behalf of or make any commitment for the Division, without the prior written authorization of the Division.
- 17(3) PMH is responsible for any deduction or remittance that may be required by law.

#### **SECTION 18 - CONFLICT OF INTEREST**

- 18(1) PMH agrees to abide by its conflict of interest policy to be provided by the Division.

#### **SECTION 19 - ENTIRE AGREEMENT**

- 19(1) This document, and its Schedules and Appendices contain the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

#### **SECTION 20 - SURVIVAL OF TERMS**

- 20(1) Sections 5, 6, 7, 8, 10, 11 and 12 shall survive the termination or expiry of this Agreement.

#### **SECTION 21 - TIME OF ESSENCE**

- 21(1) Time shall be of the essence of this Agreement.

#### **SECTION 22 - APPLICABLE LAW**

- 22(1) This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

#### **SECTION 23 - NOTICES**

- 23(1) Any notice or other communication to the Division under this Agreement shall be in writing and shall be delivered personally to the Division or employee of the Division or sent by registered mail, postage prepaid or by way of facsimile transmission to:

Secretary-Treasurer  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon, Manitoba R7A 4K5  
(204) 727-2217 (Fax)

23(2) Any notice or other communication to PMH under this Agreement shall be in writing and shall be delivered personally to PMH or an officer or employee of PMH or sent by registered mail, postage paid to:

Lead Health Services Acute Chief Nursing officer  
~~VP/Chief Nursing Officer, Acute Care & Long Term Care~~  
Prairie Mountain Health  
150 McTavish Ave East  
Brandon, Manitoba R7A 2B3

23(3) Any notice or other communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

23(4) Either party may at any time, in writing, designate another address or individual for the purposes of receiving notices under this Agreement.

#### SECTION 24 - DISPUTE RESOLUTION

24(1) In the event of a dispute between the parties with respect only to matters that imminently impact client safety or have a region-wide impact on the Division's responsibility to coordinate and integrate Programs/Services, including planning, resource allocation, finance, quality/client safety, standards of care, program evaluation or other system-wide issues within the Division's jurisdiction, the Division shall, after due consideration of PMH's position, make the final decision.

24(2) Should any dispute arise as to the meaning, interpretation, application or alleged violation of this Agreement that does **not** have an imminent impact to client safety or have a system-wide impact on planning, resource allocation, finance, quality/client safety, standards, program evaluation or other issues within the Division's jurisdiction, the parties shall use their best efforts to resolve disputes or disagreements arising out of this Agreement within a reasonable period of time through discussion between the appropriate representatives of each party.

24(3) If the dispute or disagreement cannot be resolved within a period of sixty (60) days from the date on which the dispute or disagreement was brought to the attention of the other party, in writing, or within such time as the parties mutually agree, the parties shall refer the matter to a mutually agreed mediator (sole mediator and not a panel). If the parties cannot agree on a mediator, or if a mediator, once chosen, is unable to resolve the dispute or disagreement within a period of sixty (60) days from the date of the reference to the mediator, or such time as the parties mutually agree, then the dispute or disagreement shall be referred to arbitration under the provisions of *The Arbitration Act* (Manitoba). The place of arbitration shall be at the City of Brandon, in the Province of Manitoba.

24(4) Any costs incurred by either of the parties shall be borne by the respective parties incurring such costs, but the costs of the sole Arbitrator or the Chairperson of the Arbitration Panel shall be borne equally by the parties.

This Agreement has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representative on the dates noted below.

**PRAIRIE MOUNTAIN HEALTH**

Witness

Chief Executive Officer

Date:

Witness

Director, Finance

Date:

**DIVISION**

Witness

Board Chair

Date:

Witness

Secretary-Treasurer

Date:



## SCHEDULE "A" PROGRAMS/SERVICES OVERVIEW AND FUNDING

This agreement is to provide occupational therapy Programs/Services to school age children by way of a community based partnership between Prairie Mountain Health and the Brandon School Division resulting in enhanced efficiency, access and quality service to school age children in response to defined needs.

### **OBJECTIVES:**

- To decrease the need for long term educational supports through early intervention.
- To increase the number of school age children receiving required Occupational Therapy services enhancing school readiness.
- To decrease the waiting period for school age Occupational Therapy service provision.
- To increase service options available related to school age Occupational Therapy needs.
- To improve fine motor skills and coordination, visual perceptual skills, sensory processing issues, etc. within the target population.

### **DELIVERY MODEL/PROGRAMS/SERVICES:**

- The service will be provided through Occupational Therapy Programs/Services on a purchased service basis from PMH.
- The Occupational Therapy Programs/Services will be school based and will provide for up to a maximum of 15 hours/week from Sept to June 30 of each year for a maximum of 40 weeks or 540 hours.
- The model will include:
  - ✓ Intake and therapeutic services
  - ✓ Direct service in the form of assessments, supply of materials, and demonstration therapy
  - ✓ A monitoring process in order to measure outcomes.
- The program will collaborate with teachers, educational assistants, school resource personnel, and parents.
- Referrals for direct therapy will be directed to the Therapy Services - Children's Therapy Program with Prairie Mountain Health or an alternative site/program identified by parents as preferred.

**FUNDING**

Subject to Section 3 of this Agreement, the Division approves funding for PMH Programs/Services defined in this Schedule A as follows:

- Actual cost of Occupational Therapy salaries in accordance with PMH MGEU Professional Technical Collective Agreement for a maximum of 0.3 EFT (540 hours per year).
- Actual benefit cost not exceeding 21% of salaries
- Transportation/Travel costs – based on PMH administrative procedures and MGEU Professional-Technical Collective Agreement- \$6.00/trip within the City of Brandon limits.

PMH is responsible for in-kind costs for office space, telephone, and clerical services.

The partners are required to meet legislated standards, such as fire regulations, workplace safety and health, labor standards, etc.

Reporting by PMH to the Division related to these Programs/Services will be provided in accordance with Schedule C.

PMH shall invoice the Division designate monthly, with the invoice amount representing equal monthly payments throughout the year. PMH shall not invoice the Division for any periods where the Programs/Services are not provided due to absences or vacancies in the funded positions. The invoice should provide sufficient detail to verify the invoice and explain any variations. As per Schedule C, PMH will provide the Division with an accounting record of expenditures no later than April 30 of each year for the purpose of any year end reconciliation required.

The Division will submit payment to PMH within two weeks of receipt of the monthly invoice, for the Programs/Services provided.

This Schedule "A" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of the date of signing below.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



**SCHEDULE "B"  
APPLICABLE PMH POLICIES**

PMH employees shall adhere to the following PMH policies (*copies appended*):

- Respectful Workplace
- Abuse of Patients/Clients/Residents
- Confidentiality
- Conflict of Interest
- Critical Occurrence

This Schedule "B" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



## SCHEDULE "C" RECORDS AND REPORTING REQUIREMENTS FOR PMH

1. **On the effective date of this agreement and with any changes throughout the duration of this agreement**, PMH shall provide the Division designate a copy of the following:
  - Organizational chart and Overview of PMH – refer to website: [www.pmh-mb.ca](http://www.pmh-mb.ca)
  - Certified Copy of Certificate of Insurance Coverage that is consistent with the requirements of Section 9 of Agreement. - **available on request by the Division**
  - **Proposed Budget for the next fiscal year (July 1 to June 30) – due December 31<sup>st</sup> each year**
  
2. On a quarterly basis, PMH shall provide the Division with the number of attendance days for each month. (The calendar days during which primary service activities are provided face to face or by video conference on an individual or a group basis for longer than five minutes. One attendance day should be recorded for each client seen. If the same client is seen twice in one day, only one attendance day should be recorded.) **Quarterly reports are due two weeks after the end of the quarter (in July, October, January, April).**
  
3. Annually, PMH shall provide the Division with an accounting record of expenditures paid out of the funding provided pursuant to this Agreement for the period July 1 to June 30 and shall be provided no later than 30 days following the end of the period (**by July 31**).
  
5. PMH shall submit to Division other financial, statistical, quality improvement and other such reports as the Division may request in the time and content specified as it relates to the Programs/Services specified in Schedule A.
  
6. **On or before December 31<sup>st</sup>** of each year, PMH must submit to the Division any requests for funding changes (if required) for the next fiscal year, along with a Proposed Budget for the next fiscal year (July 1 to June 30). Such requests will be considered for presentation to the Division's budget deliberations each year. Any changes to the Programs/Services provided or the funding provided will require a new Schedule A.
  
7. At the request of the Division, PMH must provide, without limitation:
  - (a) Information specified by the Division to determine whether Programs/Services are being provided in an efficient, safe, and appropriate manner.
  - (b) Information and reports specified by the Division to assist in assessing how PMH is meeting the needs of the school age children.
  
8. PMH shall notify the Division in advance of any absences (temporary or permanent) of the Service providers, including arrangements for coverage.

This Schedule "C" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

**PRAIRIE MOUNTAIN HEALTH**

Witness

Chief Executive Officer

Date: \_\_\_\_\_

Witness

Director, Finance

Date: \_\_\_\_\_

**DIVISION**

Witness

Board Chair

Date: \_\_\_\_\_

Witness

Secretary Treasurer

Date: \_\_\_\_\_

**SERVICE PURCHASE AGREEMENT**

**BETWEEN**

**PRAIRIE MOUNTAIN HEALTH**  
**(Hereinafter called "PMH")**

**- and -**

**THE BRANDON SCHOOL DIVISION**  
**(Hereinafter called the "Division")**

WHEREAS Prairie Mountain Health is required to adhere to the Manitoba Health Policy: External Agencies Grant Accountability (GSP 1000.12);

AND WHEREAS the Division is an independent and autonomous entity with its own mission statement, by-laws and policies, governed by a board of directors;

AND WHEREAS PMH is committed to providing funding towards purchasing the "Programs/Services" as hereinafter defined in Schedule A;

AND WHEREAS the Division is willing to provide pre-school speech language Programs/Services for PMH, with Programs/Services that are responsive to the needs of children in the Brandon area;

AND WHEREAS both parties are committed to continue to provide a high quality of service to the community, which will provide the stability necessary to maintain the confidence of the consumers of the Programs/Services;

AND WHEREAS the parties are desirous of confirming their respective rights and obligations in writing and providing a method for effective implementation of this Agreement;

NOW THEREFORE PMH and the Division agree as follows:

**SECTION 1 - DEFINITIONS**

In this Agreement and in the Schedules hereto:

- 1(1) "Employee" means an individual paid by the Division on a permanent or term basis to perform duties as outlined in Schedule A.
- 1(2) "Insurer" means the entity providing the Division with composite liability insurance, as described in Section 9.

- 1(3) "Manitoba Health" means the Department of Health, Seniors and Active Living of the Government of Manitoba and includes the authorized officials and representatives of the Department;
- 1(4) "Personal Health Information" means information about an identifiable individual relating to the individual's health, or health care history, including genetic information about the individual, provision of health care to the individual, or payment for health care provided to the individual and includes the Personal Health Identification Number (PHIN) and any other identifying number, symbol or particular assigned to an individual, and any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.;
- 1(5) "Personal Information" means information about an identifiable individual, including: the individual's name; home address or personal phone/fax number or personal email address; ancestry, race, color, nationality, or nation or ethnic origin; religion or creed, or religious belief, association or activity; blood type, fingerprints or other hereditary characteristics; political belief, association or activity; education, employment or occupation, or educational, employment or occupational history; source of income or financial circumstances, activities or history; criminal history, including regulatory offences; involvement in legal matters.
- 1(6) "PMH Designate" means the PMH employee that is responsible for managing the contracted service pertaining to this agreement and the applicable Schedule A.
- 1(7) "Programs/Services" means the Programs/Services to be operated by the Division under this Agreement in accordance with Schedule A to this Agreement;
- 1(8) "Reporting Year" means the period starting on April 1 of one year and ending on March 31 on the next ensuing year;
- 1(9) "Term" means the term of this Agreement as specified in subsections 2(1);
- 1(10) "Third Party" means any person, corporation, organization or entity other than PMH or the Division.

## **SECTION 2 – TERM OF AGREEMENT**

- 2(1) This Agreement comes into effect on April 1, 2021 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2022 unless terminated earlier under section 14.
- 2(2) Provided that this Agreement is in full force and *effect* and neither party is under material default under this Agreement, should both parties be interested in renewing this agreement, the parties agree to enter into a discussion to re-negotiate this Agreement during the final ninety (90) days of the Term of this Agreement. Should this Agreement be renewed, a new Agreement will be signed by the parties.
- 2(3) The Schedules which are attached to this agreement form part of the agreement, and any of the terms in this agreement are subject to any amendments provided for in the Schedules. The parties

acknowledge and agree that the Schedules may be reviewed by the parties periodically and where necessary or appropriate, be amended by PMH, with the consent of the Division, to reflect changes in circumstances. Amended Schedules will be signed by both parties. If amended, the amended Schedule shall replace the previous Schedule, and shall be effective as of the date of execution of the new Schedule, unless otherwise stated thereon.

- 2(4) If there is any inconsistency or conflict between the main body of this Agreement and the Schedules, the main body of this Agreement shall govern.

### **SECTION 3 – PMH TO PROVIDE FUNDING TOWARDS THE PURCHASE OF PROGRAMS/SERVICES**

- 3(1) Subject to the terms and conditions of this Agreement and subject to the payments being duly appropriated by PMH and Manitoba Health for the Fiscal Year, or any part thereof, in which such payments become due and as Programs/Services are provided, PMH agrees to provide funding to the Division to purchase the Programs/Services as specified in Schedule A.

### **SECTION 4 – DIVISION TO PROVIDE PROGRAMS/PROGRAMS/SERVICES**

- 4(1) The Division agrees to establish and provide the Programs/Services in accordance with Schedule "A", on the terms and conditions set out in this Agreement.
- 4(2) The Schedules form an integral part of this Agreement.
- 4(3) The Programs/Services provided in Schedule "A" are to be operated in a manner consistent with policies and procedures as established by the Division from time to time. All Division policies and procedures related to the Programs/Services provided in Schedule "A" shall be disclosed to PMH upon request in writing. The Division shall ensure that its policies and procedures do not conflict with the provisions of this Agreement. The Division will identify to PMH any policies and procedures that may conflict with this Agreement. PMH reserves the right to terminate this Agreement should conflicts between the Division's policies and the provisions of this Agreement or with the Division's ability to meet PMH required policies as defined in Schedule B be unresolvable.
- 4(4) The Division agrees to meet all applicable standards established by PMH as may be varied from time to time by PMH during the Term of this Agreement, including, but not limited to, adherence to PMH policies listed in Schedule "B" to this Agreement. PMH shall inform the Division of all policies and procedures and standards that PMH identifies as applicable to the Division at any time.
- 4(5) Where the Division provides Programs/Services outside the scope of Schedule "A" to this Agreement, such Programs/Services shall not be covered under this Agreement i.e. PMH has no liability or responsibility to compensate the Division with respect to any work performed by the Division outside the scope of Schedule "A", without the prior written approval of PMH.
- 4(6) The Division shall meet the expected outcomes, standards, and measures as defined in Schedule "A" and provide the required data and information as referred to in Schedule "C" hereto. The Division acknowledges that PMH reserves the right to vary or alter such outcomes, standards and measures as and when considered necessary by PMH. PMH shall notify the Division of all expectations that PMH determines to be applicable to the Division.
- 4(7) The Division represents and warrants that it shall:

- (a) provide its employees, third party, agents, volunteers or representatives with appropriate ongoing supervision, training, equipment, and administrative support, and shall take all other steps necessary to ensure proper performance of the Programs/Services;
- (b) supply competent personnel to perform the Programs/Services and shall ensure that no Third Party is engaged to perform the Programs/Services, or any part thereof, unless they have been adequately instructed and trained to do so and maintain that competency and provide evidence of insurance as outlined in Section 9;
- (c) put in place all reasonable measures, including but not limited to, administrative, operational and cost containment measures to avoid incurring any deficit in connection with the Programs/Services;
- (d) operate in accordance with all applicable statutes, by-laws and regulations of any relevant government body as well as all federal, provincial and municipal laws, statutes and regulations, and shall administer and provide the Programs/Services in compliance with these standards and PMH policies as defined in Schedule B;
- (e) carry out all such responsibilities as are necessary to the efficient, safe, and effective operation of the Division, including but not limited to, ensuring efficient, safe, and effective service delivery and exercising sound fiscal management;
- (f) ensure that it has appropriate management and support structures in place to support quality Programs/Services, and enable the delivery in accordance with any established policies and procedures, and standards as well as to meet requirements from existing legislation. Such structure should include provisions for an employee development and review process in order to ensure competent staff, volunteers and that all third parties engaged by the Division are providing quality service.

4(8) If the Division decides to:

- (a) undertake any major capital project including lease of additional space or the acquisition or sale of major capital equipment or capital assets; or
- (b) borrow funds for capital expenses or acquire any assets by way of gift;

**that would materially impact the operations** funded by PMH, the Division shall discuss such impacts with PMH prior to any change in operations.

4(9) The Division shall not provide any Programs/Services in addition to those identified in Schedule A with funding provided by PMH without prior written approval from PMH.

4(10) The Division shall advise PMH, in writing, of any factors that may have a negative effect on the ability of the Division to meet any of its obligations under this Agreement.

4(11) The Division agrees to work collaboratively with PMH in delivering the Programs/Services, including communicating, cooperating and working with PMH with respect to matters which will have a system-wide impact on planning, policy, resource allocation, finance, quality/standards, program evaluation and other issues within PMH jurisdiction which have a system-wide impact. The Division agrees to collaborate with and to assist PMH in defining opportunities to achieve quality, cost-effective, coordinated, and integrated service delivery and resource management within the region and to collaborate in a "best practice" approach to service delivery and resource management.

## **SECTION 5 – DIVISION USE OF FUNDING**

- 5(1) Unless otherwise provided in writing by PMH, the Division shall use all funding provided under this Agreement exclusively to provide the Programs/Services, including but not limited to the payment of all employee salaries and benefits.
- 5(2) The Programs/Services as defined in Schedule "A" are to be provided by the Division and payments made under this Agreement by PMH are to be used by the Division in accordance with Schedule "A". Without limiting any provisions in Schedule "A", where PMH is funding or providing payment for more than one type of Service, the Division shall not move the payments or funds provided by PMH from one Service to another, without prior written approval from PMH.

## **SECTION 6 – PAYMENT**

- 6(1) Subject to Section 3(1), PMH agrees to make payment to the Division in accordance with the schedule of payments, the amounts, terms and conditions as outlined in Schedule "A" to this Agreement.
- 6(2) Payments for the Programs/Services whether in whole or in part shall not be deemed nor considered earned, in the hands of the Division until such time as:
  - (a) the Programs/Services are actually provided and properly reported to PMH; and
  - (b) the Division fully and properly accounts to PMH for the Division's use or application of all payments made by PMH and the Division confirms that such payments are not subject to any Third Party claims or interests, whether by security agreement, attachment or otherwise.
- 6(3) PMH shall not be held responsible for the costs of Programs/Services offered or projects undertaken by the Division outside the scope of Schedule "A", unless the prior written approval of PMH was obtained.
- 6(4) The Division is expected to manage within the funding provided by PMH. PMH shall not be responsible for any deficit incurred by the Division in providing the Programs/Services or otherwise.

## **SECTION 7 - INDEMNIFICATION BY PRAIRIE MOUNTAIN HEALTH (PMH)**

- 7(1) PMH shall not be liable for any injury to the Division, or to any officers, employees, third party volunteers, agents or clients of the Division, or for any damage to or loss of property of the Division, or of the officers, employees, third party employees or any other third party, volunteers, agents or clients of the Division, caused by or in any way related to the performance of this Agreement by the Division.
- 7(2) Subsection 7(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of PMH while acting within the scope of his or her employment.
- 7(3) PMH shall save harmless and fully indemnify the Division, its officers, employees, third party, volunteers and agents from and against all claims, liabilities and demands related to all matters within the scope of Subsection 7(2) and such indemnification shall survive the termination of this agreement.

- 7 (4) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

#### **SECTION 8 - INDEMNIFICATION BY DIVISION**

- 8(1) The Division shall not be liable for any injury to, or for any damage to or loss of property of PMH or any of PMH's officers, employees, volunteers or agents caused by or in any way related to the performance of this Agreement by PMH.
- 8(2) Subsection 8(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the Division while acting within the scope of his or her employment.
- 8(3) The Division shall save harmless and fully indemnify PMH of and from any claims, demands or proceedings with respect to all damages, costs, disbursements and taxes arising out of:
- (a) any wrongful or negligent acts or deliberate misconduct of the Division, its officers, employees, third party, volunteers and agents;
  - (b) Any failure on the part of the Division to comply with applicable laws, including employment and privacy laws;
  - (c) Any failure on the part of the Division to make any necessary deductions or remittances required by law;
- 8(4) Subject to sections 3 and 7, the Division will not seek compensation from PMH, or make any claims or take any proceedings against PMH, arising out of the performance of this Agreement.
- 8(5) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

#### **SECTION 9 – INSURANCE BY THE DIVISION**

- 9(1) The Division agrees to purchase and maintain insurance throughout the term of this Agreement at their cost:
- (A) **Commercial General Liability (CGL)** Insurance with a limit of no less than two million dollars (\$2,000,000) insuring against bodily injury, personal injury, advertising liability, liability for damage or loss to property of others arising out of any of the operations of the Division, its officers, employees, third party employees, volunteers or agents under this Agreement.

Without limiting or restricting the generality of Subsection 9(1), such insurance shall:

- a) Name PMH, its officers, employees and agents as Additional Insured's with respect to operations performed by the Division under the Agreement.
- b) Include Non-Owned Automobile (NOA) two million dollars (\$2,000,000)
- c) Include Tenants Legal Liability (TLL) one million dollars ( \$ 1,000,000)
- d) Include volunteer workers as additional insured's when volunteers are included in Schedule A
- e) Include products and completed operations, cross liability and contractual liability

- f) Where professional Programs/Services are being provided by the Division (as outlined in Schedule A), include an extension for Professional Liability insurance of five million dollars (\$5,000,000) including but not limited to regulated, licensed professionals (with the exclusion of physicians). The Division will endeavor to ensure that Professional Liability coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
- g) Include no exclusionary wording for Programs/Services outlined in Schedule A unless coverage is specifically obtained by a separate policy.

(B) **Directors and Officers Coverage or Management Liability** including Directors and Officers Coverage for a minimum Limit of Liability of two million dollars (\$ 2,000,000) per claim and four million dollars (\$4,000,000) annual aggregate.

- a) The Division will endeavour to provide 30 days' notice to PMH if this insurance is to be lapsed, cancelled, or materially changed.
- b) The Division will endeavour to ensure that coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.

C) **Crime Coverage**

- (a) Employee Dishonesty for a minimum limit of two hundred thousand dollars (\$200,000)
- (b) Loss inside and outside for a minimum limit of twenty thousand dollars (\$ 20,000)

D) **"All Risks"** property insurance on a replacement cost basis on all owned and leased property for which the Division is responsible and buy business interruption insurance as is prudent.

9(2) Without limiting or restricting the generality of Subsection 9(1), the Division is responsible to:

- (a) Promptly report to comply with the Insurers Claims reporting conditions and to simultaneously advise PMH of any potential claim or action arising out of the Programs/Services outlined in this agreement
- (b) Ensure that coverage is primary and without right of contribution by any insurance carried by PMH.
- (c) Prior to the commencement of this agreement and annually thereafter, submit certified copies of insurance certificates. Certificates will be specific to coverage, describe the operations fully or reference this Agreement, and outline minimum conditions as specified above including, Limits of Liability, Additional Insured Status and Cancellation Clause.

9(3) The Division shall take all reasonable steps to ensure that any Third Parties, other than Division officers, employees and volunteers, who are delivering or working within the Programs or Programs/Services as outlined in Schedule "A", and acting in a professional capacity have five million dollars (\$5,000,000) professional liability insurance coverage for errors and omissions and that coverage shall remain in force for a period of 24 months after the end of their service. The Division shall obtain and retain the evidence of insurance.

9(4) The Division shall ensure that any Third Parties, other than Division officers, employees and volunteers, who are delivering or working within the Programs or Programs/Services as outlined in Schedule "A", provide evidence of Commercial General Liability for a minimum amount of two

million dollars (\$2,000,000) per occurrence for the duration of their Programs/Services. The Division shall obtain and retain the evidence of insurance.

9(5) The Division agrees that all vehicles registered or used on Division business shall be insured for a minimum third party liability limit of one million dollars (\$1,000,000) and are registered according to their use as required by Manitoba Public Insurance.

9(6) The Division represents and warrants that all coverage required under *The Workers Compensation Act* (Manitoba) is in place, and shall continue to be in place while the Programs/Services are provided under this Agreement, with respect to all its employees and the Division shall provide evidence of such coverage to PMH upon request.

Note: By requiring the foregoing minimum coverage PMH is not representing that such types of insurance or amounts are adequate to cover all possible claims and losses that the Division may suffer and PMH expressly disclaims such representation. The Division acknowledges it is solely responsible for determining the adequacy of its Insurance coverage

#### **SECTION 10 – CONFIDENTIALITY OF INFORMATION PROTECTION OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION**

10(1) While this Agreement is in effect and at all times thereafter, notwithstanding the termination or expiry of this Agreement, the Division and its directors, employees, volunteers and agents shall comply with any rules or directions made or given by PMH with respect to the safeguarding or ensuring of the confidentiality of information, data, documents or materials acquired or by which access has been given in the course of or incidental to the performance of this Agreement.

10(2) The parties acknowledge that Personal Information and Personal Health Information provided to the other party pursuant to this Agreement will be collected, used, disclosed and protected by the other party and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health Information Act* (Manitoba).

10(3) The Division recognizes that, in the course of carrying out its obligations under this Agreement, the Division and its directors, employees, third party employees, agents, volunteers, or representatives, may receive, collect, acquire, be given access to and may otherwise come into possession of Personal Information or Personal Health Information under this Agreement. The Division acknowledges that Personal Information and Personal Health Information will be collected, used, disclosed and protected by the Division and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health Information Act* (Manitoba). The Division shall take all reasonable steps to protect Personal Information and Personal Health Information from risks such as inappropriate collection, use or disclosure. The Division is responsible to report immediately to PMH any suspected or actual breaches of privacy as it relates to the Programs/Services provided under this Agreement.

#### **SECTION 11 - DIVISION RECORDS AND REPORTING REQUIREMENTS**

11(1) The Division shall provide PMH with reports and financial statements in accordance with the Division Reporting Requirements that are attached as Schedule "C" to this Agreement. Other information reasonably required by PMH will be provided by the Division as requested.

## **SECTION 12 – EVALUATION - AUDIT AND REVIEW**

- 12(1) PMH may at any time directly, or by way of independent external consultants, conduct a review, evaluation or audit of the Programs/Services provided by the Division under this Agreement. PMH shall consult with the Division in the *selection* of an independent external consultant.
- 12(2) PMH may also at any time conduct a review of the management and financial or other practices of the Division. The Division shall provide PMH or its external consultants with full access to all financial and program records, accounts and other documents involving the provision of the Programs/Services. All expenses related to such evaluations or audits shall be borne by PMH.

## **SECTION 13 - AMENDMENTS**

- 13(1) No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

## **SECTION 14 - TERMINATION**

- 14(1) In addition to the other termination rights under this Agreement, PMH may terminate this Agreement for any reason or without cause upon providing the Division with ninety (90) days' written notice or prior written notice as per *The Employment Standards Code* (Manitoba), whichever notice period is greater.
- 14(2) In addition to PMH's rights under Subsection 14(1), and without restricting any other available remedies, PMH may immediately terminate this Agreement in writing without further notice if in PMH's reasonable opinion:
- (a) the Programs/Services are unsatisfactory, inadequate or are improperly or unsafely performed; or
  - (b) the Division has failed in any material respect to comply with any term or condition of this Agreement;

Provided that PMH has first notified the Division in writing of the default or failure and the Division has failed or neglected to remedy such default or failure to the satisfaction of PMH within thirty (30) days following the date of PMH's notice to the Division.

- 14(3) PMH may, at its sole discretion, immediately terminate this Agreement in writing if:
- (a) the Division is dissolved or becomes bankrupt or insolvent, or a receiver, trustee, or custodian is appointed to manage the affairs and assets of the Division;
  - (b) the Division makes any compromise, arrangement, or assignment with or for the benefits of the creditors of the Division;
  - (c) any creditor of the Division garnishes or attaches, or attempts to garnish or, attach, any of the funds paid or to be paid by PMH under this Agreement;
  - (d) the Division fails to secure or renew any license or permit required by law, or if such license or permit is revoked or suspended;
  - (e) the Division or any officer or director of the Division is found guilty of an indictable offence;
  - (f) the Division at any time engages in any activities or trade practices which, in the opinion of PMH, acting reasonably, are prejudicial to the interests of PMH; or
  - (g) the Division is in breach of any applicable statute, by-law or regulation.

- 14(4) The Division may terminate this Agreement if all of the following conditions are satisfied:
- (a) the Division provides and executes a Programs/Services transition plan, satisfactory to PMH, that shall be in place prior to termination, that ensures client Programs/Services are in no way compromised; and
  - (b) the Division provides PMH with a minimum of ninety (90) days' written notice.
- 14(5) On termination of this Agreement, the Division shall cease to perform any further Programs/Services on behalf of PMH under this Agreement. Subject to Section 7, PMH shall be under no obligation to the Division other than to pay, upon receipt of an invoice and supporting documentation satisfactory to PMH, such funds as the Division may be entitled to receive under this Agreement for the Programs/Services completed to the satisfaction of PMH up to the date of termination.

#### **SECTION 15 - WAIVER OF AGREEMENT**

- 15(1) A term or condition of this Agreement can be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.

#### **SECTION 16 - NO ASSIGNMENT OF AGREEMENT**

- 16(1) The Division shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express prior written approval of PMH.
- 16(2) No assignment or transfer of this Agreement shall relieve the Division of any obligations under this Agreement, except to the extent that they are properly performed by the Division's permitted assigns.
- 16(3) This Agreement shall be binding upon the successors and any permitted assigns of the Division.
- 16(4) PMH shall be entitled to assign this Agreement, including all of PMH's rights and obligations contained in this Agreement, to another regional health authority, another health care facility, a successor entity or the Government of Manitoba, with all the terms and conditions of this Agreement remaining unchanged. For clarification, PMH's right to assign shall not require the consent of the Division provided that no assignment or transfer of this Agreement shall relieve PMH of any obligations under this Agreement, except to the extent that they are properly performed by PMH's assignee.
- 16(5) PMH will notify the Division, in writing, of PMH's intended assignment at least thirty (30) days prior to the date that such assignment is to take effect.

#### **SECTION 17 - DIVISION RELATIONSHIP WITH PMH**

- 17(1) The Division is an independent contractor and this Agreement does not create any partnership between PMH and the Division or the relationship of employee and employer or of principal and agent between PMH and the Division or any employee or agent of the Division.
- 17(2) The Division shall not incur any expenses or debts on behalf of or make any commitment for PMH, without the prior written authorization of PMH.
- 17(3) The Division is responsible for any deduction or remittance that may be required by law.

## **SECTION 18 - CONFLICT OF INTEREST**

18(1) The Division agrees to abide by its conflict of interest policy to be provided by PMH. The Division acknowledges that its Conflict of Interest policy shall, at a minimum, meet the criteria set out in PMH's Conflict of Interest Policy attached as Schedule "B" to this Agreement.

## **SECTION 19 - ENTIRE AGREEMENT**

19(1) This document, and its Schedules and Appendices contain the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

## **SECTION 20 - SURVIVAL OF TERMS**

20(1) Sections 5, 6, 7, 8, 10, 11 and 12 shall survive the termination or expiry of this Agreement.

## **SECTION 21 - TIME OF ESSENCE**

21(1) Time shall be of the essence of this Agreement.

## **SECTION 22 - APPLICABLE LAW**

22(1) This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

## **SECTION 23 - NOTICES**

23(1) Any notice or other communication to the Division under this Agreement shall be in writing and shall be delivered personally to the Division or employee of the Division or sent by registered mail, postage prepaid or by way of facsimile transmission to:

Secretary-Treasurer  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon, Manitoba R7A 4K5  
(204) 727-2217 (Fax)

23(2) Any notice or other communication to PMH under this Agreement shall be in writing and shall be delivered personally to PMH or an officer or employee of PMH or sent by registered mail, postage paid to:

*Lead Health Services Acute & Chief Nursing Officer*  
~~VP/Chief Nursing Officer, Acute Care & Long Term Care~~  
Prairie Mountain Health  
150 McTavish Ave East  
Brandon, Manitoba R7A 2B3

23(3) Any notice or other communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

23(4) Either party may at any time, in writing, designate another address or individual for the purposes of receiving notices under this Agreement.

**SECTION 24 - DISPUTE RESOLUTION**

- 24(1) In the event of a dispute between the parties with respect only to matters that imminently impact client safety or have a region-wide impact on the PMH's responsibility to coordinate and integrate Programs/Services, including planning, resource allocation, finance, quality/client safety, standards of care, program evaluation or other system-wide issues within PMH's jurisdiction, PMH shall, after due consideration of the Division's position, make the final decision.
- 24(2) Should any dispute arise as to the meaning, interpretation, application or alleged violation of this Agreement that does **not** have an imminent impact to client safety or have a system-wide impact on planning, resource allocation, finance, quality/client safety, standards, program evaluation or other issues within PMH's jurisdiction, the parties shall use their best efforts to resolve disputes or disagreements arising out of this Agreement within a reasonable period of time through discussion between the appropriate representatives of each party.
- 24(3) If the dispute or disagreement cannot be resolved within a period of sixty (60) days from the date on which the dispute or disagreement was brought to the attention of the other party, in writing, or within such time as the parties mutually agree, the parties shall refer the matter to a mutually agreed mediator (sole mediator and not a panel). If the parties cannot agree on a mediator, or if a mediator, once chosen, is unable to resolve the dispute or disagreement within a period of sixty (60) days from the date of the reference to the mediator, or such time as the parties mutually agree, then the dispute or disagreement shall be referred to arbitration under the provisions of *The Arbitration Act* (Manitoba). The place of arbitration shall be at the City of Brandon, in the Province of Manitoba.
- 24(4) Any costs incurred by either of the parties shall be borne by the respective parties incurring such costs, but the costs of the sole Arbitrator or the Chairperson of the Arbitration Panel shall be borne equally by the parties.

This Agreement has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representative on the dates noted below.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



## PRAIRIE MOUNTAIN HEALTH

### SCHEDULE "A" DIVISION PROGRAMS/SERVICES OVERVIEW AND FUNDING

The Preschool Speech Program is to provide speech and language programs/services to preschool children and their families by way of a community based partnership between Prairie Mountain Health and the Brandon School Division resulting in enhanced efficiency, access and quality service to preschool children and to facilitate continuity and transition to the public school system.

#### **OBJECTIVES:**

- To decrease the need for long term educational supports through early intervention.
- To increase the number of preschool children receiving required speech/language Programs/Services enhancing school readiness.
- To decrease the waiting period for preschool speech/language service provision.
- To increase service options available related to preschool speech/language needs.
- To improve communication skills within the target population.
- To enhance community awareness of communication disorders and programs/services available through this community based partnership.

#### **DELIVERY MODEL/PROGRAMS/SERVICES:**

- The service will be provided through Speech/Language Pathologists on a purchased service basis from the Brandon School Division.
- The Speech/Language Pathologists and their Programs/Services will be community/school based, creating a consistent service delivery in the home and community via families and preschool service providers (day cares, nursery schools, etc.).
- Speech/Language Pathologists will assess the needs and model activities that parents and preschool service providers can utilize to remediate the communication disorder.

- The model will include:
  - ✓ Intake and therapeutic programs/services
  - ✓ Direct service in the form of assessments, supply of materials, and demonstration therapy
  - ✓ A monitoring process in order to measure outcomes.
- The program will collaborate with parents, Public Health, Education, day cares, nursery schools, Children's Disabilities Services, Occupational Therapy, Physiotherapy, Society for Manitobans with Disabilities, Child and Family Services, Preschool Aural Rehabilitation Program, Regional Therapy Services in PMH, and community based parent information services.
- Referrals for direct therapy will be directed to the Therapy Services - Children's Therapy Program with Prairie Mountain Health or an alternative site/program identified by parents as preferred.
- The Division is responsible to recruit and schedule staff to ensure a minimum number of service days/year of 190 days per full time EFT.

## FUNDING

Subject to Section 3 of this Agreement, PMH approves funding for the Division for Programs/Services defined in this Schedule A as follows:

- Actual cost of speech/language pathologist salaries in accordance with Brandon School Division Brandon Teacher's Association (BTA) Collective Agreement for a maximum of 1.5 EFT. If less than 190 days of service is provided per full time EFT, the cost must be prorated accordingly.
- Actual benefit cost not exceeding ~~5%~~ 8% of salaries - corrected by *8%*, consent from P.G. / S. M.
- Program supplies and other costs (e.g. professional development) to a maximum of \$5,000/year.
- Transportation/Travel (Car Allowance) costs – based on BSD administrative procedures - \$120/month per full time EFT – a lump sum allowance that is paid out monthly x 12 months and is prorated based on EFT.

The Division is responsible for in-kind costs for office space, telephone, interpreter services, and clerical services.

The Division is required by PMH to meet legislated standards, such as fire regulations, workplace safety and health, labor standards, etc.

Reporting by the Division to PMH related to these Programs/Services/programs will be provided in accordance with Schedule C.

The Division shall invoice the PMH designate monthly, with the invoice amount representing equal monthly payments throughout the year. The Division shall not invoice PMH for any periods where the Programs/Services are not provided due to absences or vacancies in the funded positions. The invoice should provide sufficient detail to verify the invoice and explain any variations. As per Schedule C, the Division will provide PMH with an accounting record of expenditures no later than April 30 of each year for the purpose of any year end reconciliation required.

PMH will submit payment to The Division within two weeks of receipt of the monthly invoice, for the Programs/Services provided.

This Schedule "A" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of the date of signing below.

**PRAI**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



**PRAIRIE MOUNTAIN HEALTH**

**SCHEDULE "B"  
APPLICABLE PMH POLICIES FOR DIVISION**

The Division shall adhere to the following PMH policies (*copies appended*):

- Critical Occurrence Reporting
- Respectful Workplace
- Abuse of Patients/Clients/Residents
- Confidentiality
- Conflict of Interest
- Pre-Employment Security Checks Policy (required for funded staff positions only)

This Schedule "B" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



## PRAIRIE MOUNTAIN HEALTH

### SCHEDULE "C" RECORDS AND REPORTING REQUIREMENTS DIVISION

1. **On the effective date of this agreement and with any changes throughout the duration of this agreement**, the Division shall provide the PMH designate a copy of the following:
  - Organizational chart and Overview of the Division – refer to website: <https://www.bsd.ca>
  - Certified Copy of Certificate of Insurance Coverage that is consistent with the requirements of Section 9 of Agreement.- **submitted annually with insurance renewal**
  - **Proposed Budget for the next fiscal year (April 1 to March 31) – due January 31<sup>st</sup> each year**
2. On a quarterly basis, the Division shall provide the PMH designate with the number of attendance days for each month. (The calendar days during which primary service activities are provided face to face or by video conference on an individual or a group basis for longer than five minutes. One attendance day should be recorded for each client seen. If the same client is seen twice in one day, only one attendance day should be recorded.) **Quarterly reports are due two weeks after the end of the quarter (in July, October, January, April).**
3. The Division shall complete and forward to PMH the Grant and Other Funded Division - Annual Survey (PMH 754) **by March 31 of each year.**
4. Annually, the Division shall provide PMH with an accounting record of expenditures paid out of the funding provided pursuant to this Agreement for the period April 1 to March 31 and shall be provided no later than 30 days following the end of the period (**by April 30**).
5. The Division shall submit to PMH designate other financial, statistical, quality improvement and other such reports as PMH may request in the time and content specified.
6. **On or before January 31<sup>st</sup>** of each year, the Division must submit to the PMH designate any requests for funding changes (if required) for the next fiscal year, along with a Proposed Budget for the next fiscal year (April 1 to March 31). Such requests will be considered for presentation to PMH budget deliberations in March of each year. Any changes to the Programs/Services provided or the funding provided will require a new Schedule A.
7. At the request of PMH, the Division must provide, without limitation:
  - (a) Information specified by PMH to determine whether Programs/Services are being provided in an efficient, safe, and appropriate manner.
  - (b) Information and reports specified by PMH to assist in assessing how the Division is meeting the needs of the community and region.

8. The Division shall report all critical occurrences **immediately** to the PMH Designate, in accordance with the PMH Critical Occurrence Reporting policy.
9. The Division shall notify the PMH designate in advance of any absences (temporary or permanent) of the Service providers, including arrangements for coverage.

This Schedule "C" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

### **PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Finance

Date: \_\_\_\_\_

### **DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



# Appendix 'B'

## e-bulletin

May 5, 2021

191 Provencher Blvd. Winnipeg, MB R2H 0G4  
Phone: 204-233-1595 Toll Free: 1-800-262-8836

[www.mbschoolboards.ca](http://www.mbschoolboards.ca)

Follow us on Twitter [@MBSchoolBoards](https://twitter.com/MBSchoolBoards)

### BILL 71 - THE EDUCATION PROPERTY TAX REDUCTION ACT



The Manitoba Government has introduced a bill to begin phasing out education tax from property tax bills, though it is not guaranteed to pass before the end of the spring session.

Bill 71 will allow for a 25% reduction of school tax through a rebate on farm and residential properties and 10% on other properties. In future years government may increase these tax percentages by regulation.

School divisions will receive a \$22 million grant to offset the drop in revenue. However, the Manitoba Government has not said how they will permanently replace school funding or sustain it.

Even with a substantial provincial budget deficit forecasted, the government is following through with the promise on this tax despite the impact of the pandemic, which resulted in a record \$2 billion deficit this year, and another \$1.6 billion deficit forecasted for next year.

The Manitoba School Boards Association has registered to speak on this bill during the committee hearings which are happening on **MONDAY, MAY 10, at 6:00 p.m.** Boards and individuals can register to speak to Bill 71 by visiting the [Legislative Assembly website](#).

### SAVE THE DATE!

The Manitoba School Boards Association Fall PD and General Meeting is set to take place virtually on Friday, November 5, 2021. Keep your eye on our [website](#) for updates.

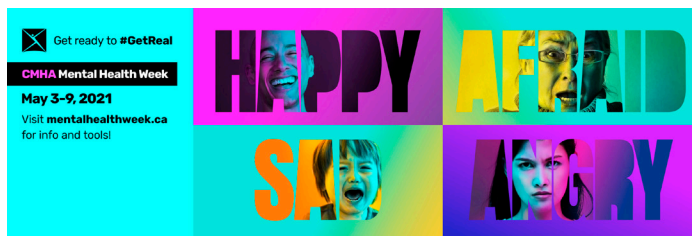


### GET READY TO #GETREAL

From May 3-9, 2021, #GetReal about how you feel and celebrate CMHA's 70th annual Mental Health Week.

The objective of Mental Health Week is to shift societal beliefs and perceptions about mental health. It helps promote behaviours and attitudes that foster well-being, support good mental health and create a culture of understanding and acceptance.

Visit [www.mentalhealthweek.ca](http://www.mentalhealthweek.ca) for information, helpful articles and free downloadable communications tools to help you celebrate CMHA Mental Health Week.



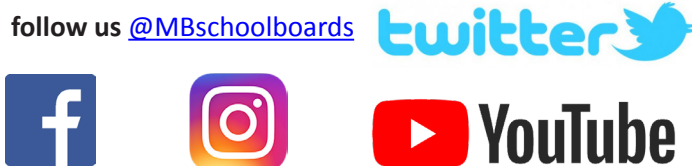
### CANADIAN HEALTHY SCHOOLS ALLIANCE NEW WEBSITE

The Canadian Healthy Schools Alliance is a Canada-wide network of organizations (including the Canadian School Boards Association), promoting health and well-being in school communities to improve learning and set students up for lifelong success.



Equipped with a more comprehensive approach to well-being, their goal is to help every school in Canada tend to their community's individual and collective health so that each and every student gets a fair chance at success.

Visit their [website](#) to discover support in building and maintaining healthy school communities at the district, school or classroom level.



BILL  
64

**FACT:**

Education is the second largest investment made in Manitoba. The central government will solely control access to money that flows to our schools and local communities under Bill 64.

Because schools belong to communities

#LocalVoicesLocalChoices
#SignUpFor64
localvoices.ca

### BILL 64 TOOLKIT

The Bill 64 toolkit is now available online for all school divisions, districts and school boards in Manitoba. We have many resources for several different communication mediums (social media, virtual presentations, print media, speaking points) that can be customized to fit your audience and division. For details on how to access this online resource page, please check in with your board chair or [email](#) Janis Arnold at the Manitoba School Boards Association for further information.



## THE BRANDON SCHOOL DIVISION

### BYLAW NO. 1/2021

A Bylaw of the Board of Trustees of The Brandon School Division in Manitoba, providing for the borrowing of moneys upon the credit of the said School Division to meet current expenses for the fiscal year, July 1, 2021 to June 30, 2022.

WHEREAS the estimates of the said School Division for the above-mentioned fiscal period have been made and the budget of the Division for the fiscal year of July 1, 2021 to June 30, 2022 was the sum of **ONE HUNDRED AND NINE MILLION, EIGHT HUNDRED AND TWENTY-TWO THOUSAND, SEVEN HUNDRED (\$109,822,700) DOLLARS.**

AND WHEREAS the Board of Trustees of the said School Division have not yet received any moneys on account of School Taxes for the year 2021-2022 from Municipalities nor any moneys from the Provincial Government by way of grant for the year 2021-2022 SAVE THE SUM OF *nil* Dollars (\$ -- ) from MUNICIPALITIES and THE SUM OF *nil* Dollars (\$ -- ) from the PROVINCIAL GOVERNMENT.

AND WHEREAS no moneys have been previously borrowed to meet the expenditures of the 2021-2022 fiscal period SAVE AS SET OUT IN THE FOLLOWING SCHEDULE, THAT IS TO SAY: Nothing previously borrowed.

AND WHEREAS the amount (if any) heretobefore borrowed and the amount hereby authorized to be borrowed do not exceed the amount of the said estimate after deducting therefrom such sums (if any) as have been paid over by Municipalities or by the Provincial Government on account of the amount required for July 1, 2021 to June 30, 2022 expenses of the School Division.

NOW THEREFORE the Board of Trustees of The Brandon School Division, in session assembled enacts as follows:

(1) THAT the Board of Trustees of the said School Division do borrow up to the sum **TWENTY MILLION (\$20,000,000) DOLLARS** from THE CANADIAN IMPERIAL BANK OF COMMERCE upon the credit of the said School Division, and do pay or agree to pay interest thereon either in advance or at maturity, and in either case after maturity, at the rate of PRIME less 0.6 per centum per annum.

(2) THAT the said borrowing may be by means of (a) an overdraft on the account of the School Division with the Bank by cheques signed by the Chairperson or Vice-Chairperson & Secretary-Treasurer or Assistant Secretary-Treasurer of the said School Division, or (b) a promissory note or notes of the said School Division, such note or notes to be attested by the signatures of the Chairperson and Secretary-Treasurer of the said School Division.

(3) THAT the amount so borrowed shall be a first charge upon any moneys to be received by the Board of Trustees on account of the estimate for July 1, 2021 to June 30, 2022 for the purposes of the said School Division whether from the Municipality or from the Provincial Government or from any other source and as the same are received the said School Division shall deposit them with the said Bank for payment of the amount so borrowed with interest thereon but the said Bank shall not be restricted thereto for payment of the sum or sums so borrowed nor shall it be bound to wait for repayment of the moneys so borrowed until the Municipality or the Provincial Government has discharged its obligation to the School Division nor be obliged to see that moneys paid to the School Division are deposited or applied as aforesaid

(4) THAT this Bylaw shall extend to and cover borrowings by the said Board of Trustees for the period commencing the 1st day of July, 2021, and to the extent necessary, this Bylaw shall have retroactive effect so as to be deemed in full force and effect at the commencement of said term.

(5) THAT nothing herein contained shall waive, prejudicially affect or exclude any right, power, benefit or security by statute, common law or otherwise given to or implied in favor of the said Bank.

GIVEN FIRST READING by the said Board of Trustees of The Brandon School Division, assembled at Brandon, in the Province of Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SECOND READING: \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THIRD READING: \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

I, Denis Labossiere, Secretary-Treasurer of The Brandon School Division  
DO HEREBY CERTIFY the above to be a true copy of  
Bylaw No. 1/2021.

\_\_\_\_\_  
Secretary-Treasurer