



BRANDON SCHOOL DIVISION

April 9, 2020

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

TO BE HELD MONDAY, APRIL 13, 2020
6:00 P.M. (In-Camera) 7:00 P.M. (Public)

J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE

1031 - 6TH STREET, BRANDON, MANITOBA

D. Labossiere
Secretary-Treasurer

AGENDA

1.00 AGENDA/MINUTES:

1.01 Approval of Agenda

1.02 Adoption of Minutes of Previous Meetings

- a) Board Meeting, March 23, 2020.
Adopt.

2.00 IN CAMERA DISCUSSION

2.01 Student Issues

- Reports
- Trustee Inquiries

2.02 Personnel Matters

- Reports

- a) Confidential #1 – Personnel 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

4.00 REPORT OF SENIOR ADMINISTRATION

- From Report of Senior Administration

- a) Review Report of Senior Administration – April 13, 2020.

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) Mark Dickof Memorial Scholarship Award Application Package – Spring 2019 (Appendix 'A')
- b) e-bulletin – April 1, 2020 (Appendix 'B')

5.04 Public Inquiries (Max. 15 Mins)

5.05 Motions

- 30/2020 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Occupational Therapy services effective April 1, 2020 be approved.
- 31/2020 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Speech Language services effective April 1, 2020 be approved.

5.06 Bylaws

5.07 Giving of Notice

5.08 Trustee Inquiries

6.00 ANNOUNCEMENTS

- a) NEXT REGULAR BOARD MEETING – 7:00 p.m., Monday, April 27, 2020, 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>
- The School Trustee By-Election is postponed until further notice

7.00 ADJOURNMENT



BRANDON SCHOOL DIVISION

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 7:00 P.M. (Public), MONDAY, MARCH 23, 2020.

PRESENT:

Dr. L. Ross, Chairperson, Ms. S. Bambridge, Vice-Chairperson (by phone), Mr. P. Bartlette, Ms. K. Fallis, Ms. D. Kejick (by phone), Ms. L. Letain, Mr. J. Murray (by phone).

Mr. D. Labossiere, Secretary-Treasurer, Ms. K. Rance, Live Streaming Video Operator.

Senior Administration: Dr. M. Casavant, Superintendent/CEO.

REGRETS:

Mr. M. Gustafson, Assistant Superintendent, Ms. E. McFadzen, Assistant Superintendent.

The Chairperson called the meeting to order at 6:05 p.m.

AGENDA

1.00 AGENDA/MINUTES:

1.01 Approval of Agenda

Senior Administration added eight (8) In-Camera items to the agenda.

Ms. Fallis – Mr. Bartlette

That the agenda be approved as amended.

Carried.

1.02 Adoption of Minutes of Previous Meetings

- a) The Minutes of the Board Meeting held March 9, 2020 were circulated.

Ms. Letain – Mr. Bartlette

That the Minutes be approved as amended.

Carried.

- b) The Minutes of the Special Board Meeting held March 12, 2020 were circulated.

Ms. Letain – Ms. Fallis

That the Minutes be approved.

Carried.

- c) The Minutes of the Special Board Meeting held March 13, 2020 were circulated.

Ms. Letain – Mr. Bartlette
That the Minutes be approved.
Carried.

Ms. Fallis – Ms. Letain
That the Board do now resolve into Committee of the Whole In-Camera. (6:07 p.m.)
Carried.

IN COMMITTEE OF THE WHOLE IN CAMERA

2.00 IN CAMERA DISCUSSION:

2.01 Student Issues

- Reports

- a) Dr. Marc Casavant, Superintendent/CEO, provided information on a Student Matter.
- b) The Superintendent/CEO spoke on a Student Matter. It was agreed this Matter will be referred to the next Board meeting.
- c) The Superintendent/CEO provided an update on a Student Matter.

- Trustee Inquiries

2.02 Personnel Matters

- Reports

- a) Confidential #1 – Personnel Report was presented.
- b) The Superintendent/CEO provided an updates on three (3) Personnel Matters.
- c) Mr. Denis Labossiere, Secretary-Treasurer, provided an update on a Personnel Matter.

- Trustee Inquiries

2.03 Property Matters/Tenders

- Reports

- a) The Secretary-Treasurer provided an update on a Property Matter.

- Trustee Inquiries

2.04 Board Operations

- Reports

- Trustee Inquiries

Ms. Letain – Mr. Bartlette
That the Committee of the Whole In-Camera do now resolve into Board. (6:45 p.m.)
Carried.

The Chairperson called the public portion of the meeting to order at 7:03 p.m.

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

The Superintendent/CEO provided highlights on the following items from the March 23, 2020 Report of Senior Administration:

- Administrative Information
 - Celebrations
 - French Second Language Revitalization Grant
 - Information Items
 - Manitoba Education Correspondence
 - Proclamation: re: Achievement in Attendance Month
 - Letter regarding Let's Talk Science (LTS)
 - Scholarship Agreement Additions, Changes and Completed/Withdrawn for the 2019/2020 School Year

Trustee Ross thanked the scholarship donors for their support of Division students, it is greatly appreciated.

Trustee Bartlette asked how the French Second Language Revitalization Grant funds are invested upon receipt. Dr. Casavant indicated that Mr. Mathew Gustafson, Assistant Superintendent, would be best to answer those questions at a later date, as he was not in attendance. The information will be provided to the Board at a future meeting.

Ms. Bambridge – Mr. Bartlette

That the March 23, 2020 Report of Senior Administration be received and filed.

Carried.

5.00 GOVERNANCE MATTERS

5.01 Reports of Committees

- a) Finance and Facilities Committee Meeting
The written report of the Finance and Facilities Committee meeting held on March 19, 2020 was circulated.

Mr. Bartlette – 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

- 23/2020 Mr. Bartlette – Ms. Letain
That the proposed budget dates for the 2020-2021 budget deliberations be as follows, subject to receiving the Provincial funding announcement by January 31, 2021:

Thursday, February 18, 2021	Budget Presentation
Monday, February 22, 2021	Budget Deliberations
Monday, March 1, 2021	Budget Consultation
Monday, March 8, 2021	Board Meeting–Final Budget Approval
<u>Carried.</u>	

- 24/2020 Ms. Letain – Mr. Bartlette
That the Five-Year Capital Plan 2021-2022 to 2025-2026 be approved for submission to the Public Schools Finance Board.
Carried.

- 25/2020 Mr. Bartlette – Ms. Letain
That the following tuition fees be approved for the 2020-2021 year:

Transfer Fee	\$ 1,300
Residual Fee	\$ 5,818
Non-Resident (First Nations)	\$12,300
International Student Fees	\$12,300

Trustee Bartlette asked Mr. Labossiere what the Residual Fee represents. Mr. Labossiere responded that this fee is for Program Not Offered and is charged to other divisions when their students are sent to Brandon School Division for vocational programs. An example would be the shops at Crocus Plains Regional Secondary School, such as welding, carpentry and auto body. These vocational programs are considered “Program Not Offered” as they are not available in some school divisions.

Carried.

- 26/2020 Ms. Fallis – Mr. Bartlette
That the purchase of four (4) Blue Bird propane school buses for the 2020-2021 school year in the amount of \$617,984.64 (including taxes) be funded by the School Bus Reserve.

Carried.

- 27/2020 Ms. Fallis – Mr. Bartlette
That the Tender from BellMTS in the amount of \$131,111.43 (including taxes) to Supply and Configure IT Equipment funded through the 2019-2020 operating budget be accepted.

Carried.

- 28/2020 Ms. Letain – Mr. Bartlette
That the Tender from Powerland Computers Ltd. in the amount of \$205,740.00 (excluding taxes) to supply 300 Laptop Computers funded through the 2019-2020 Operating Budget be accepted.

Carried.

29/2020 Ms. Letain – Mr. Bartlette

That the Tender from Mazergroup in the amount \$117,174.40 (including taxes) for the supply of a 2014 New Holland U80 Tractor Loader funded through the 2019-2020 Operating Budget be accepted.

Trustee Bartlette asked the Secretary-Treasurer what the cost of this tractor would have been if purchased new. Mr. Labossiere responded that the cost would have been approximately \$170,000 with the attachments.

Carried.

5.06 Bylaws

5.07 Giving of Notice

Mr. Bartlette

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 2/2020, for the purpose of borrowing to meet partial costs for various construction projects in the Division.

5.08 Trustee Inquiries

6.00 ANNOUNCEMENTS

Trustee Ross noted she was remiss in not reading the land acknowledgement at the start of the Board meeting. She then read the traditional heritage acknowledgement.

- a) NEXT REGULAR BOARD MEETING – 7:00 p.m. (Public), Monday, April 13, 2020, Boardroom.
- b) School Board Trustee By-Election – Due to COVID-19, the By-Election has been postponed until further notice.
- c) School Playground Equipment Use Prohibited – Temporarily closed to limit the spread of COVID-19.

7.00 ADJOURNMENT

Ms. Letain – Ms. Fallis

That the Board do now adjourn. (7:29 p.m.)

Carried.

Chairperson

Secretary-Treasurer



BRANDON SCHOOL DIVISION

Report of Senior Administration to the Board of Trustees

April 13, 2020

A. Administrative Information

I. COMMUNITY CONNECTIONS

From March 18, 2020 to April 7, 2020 Dr. Casavant was in daily and weekly contact with the Manitoba School Boards Association, Assistant Deputy Minister, MLAs, City of Brandon Emergency Services and Brandon School Division staff regarding COVID-19.

II. SUSPENSIONS

<u>SCHOOL</u>	<u>NO./STUDENT</u>	<u>INAPPROPRIATE BEHAVIOUR</u>	<u>ASSAULTIVE BEHAVIOUR</u>	<u>DRUGS AND ALCOHOL</u>
High School	13 total	9	4	0
		* 2 vaping	* 0 weapons	

* Infractions may fall under more than one category.

III. INFORMATION ITEMS

1. **RBC BUSINESS AWARD – SCHOLARSHIP REINSTATEMENT**

For Information D. Labossiere

The RBC Business Award has been reinstated, to be awarded annually, to one grade 12 student from a high school within the Brandon School Division. This is provided as information.

“Accepting the Challenge”

2. OFF-SITE ACTIVITY REQUESTS

For Information E. McFadzen

The following off-site activity requests were pre-approved for the 2019-2020 school year:

- Crocus Plains Regional Secondary School – trip to Kenora, Ontario – May 7 to 9, 2020
- Vincent Massey High School – trip to Calgary, Alberta – May 19 to 22, 2020
- Kirkcaldy Heights School – trip to Montreal and Quebec City, Quebec – June 17 to 22, 2020

As per Board Motion 22/2020 - *That all student and staff travel outside Manitoba, as well as booking of future travel, is suspended until further notice, given the COVID-19 situation and the implications for travel insurance, it is the position of Senior Administration that these trips will be cancelled. This is provided as information.*

B. Business Arising for Board Action

I. INFORMATION FOR DISCUSSION AND CORRESPONDENCE

1. PERSONNEL REPORT

For Information K. Buchanan

Included in the agenda package as Confidential #1 is the Personnel Report, a listing of resignations and employment approved by the Superintendent/CEO 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. The provision of these services by Prairie Mountain Health staff are provided through a Service Purchase Agreement (Appendix A). The Agreement has been reviewed and approved by Ms. Elaine McFadzen, Assistant Superintendent and myself. The Agreement is effective April 1, 2020 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, 2020 be approved.

3. PRAIRIE MOUNTAIN HEALTH AGREEMENT – SPEECH LANGUAGE SERVICES

For ActionD. 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 Ms. Elaine McFadzen, Assistant Superintendent and myself. The Agreement is effective April 1, 2020 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, 2020 be approved.

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

**Dr. Marc D. Casavant
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, 2020 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2021 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 – 6th 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:

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
 - 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 31st 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 31st** 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, 2020 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2021 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 – 6th 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:

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: _____



**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% of salaries
- 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.

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 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: _____



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 31st 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 31st** 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 'A'



COUNCILLOR BRIAN MAYES
ST VITAL WARD

MARK DICKOF MEMORIAL SCHOLARSHIP AWARD

General Background

The Mark Dickof Memorial Scholarship Award has been established to recognize the important role of mental health leadership and advocacy among youths aged 14 to 18 at the secondary school level in Manitoba, in terms of promoting action, awareness and greater sensitivity to / de-stigmatization of mental health and wellbeing, either within their school, local or provincial communities.

Instituted by Winnipeg City Councillor Brian Mayes, in partnership with the Manitoba School Boards Association and the Canadian Mental Health Association (Manitoba Chapter), the award will be presented annually to a student or team of students in the public education system according to two general categories: urban (Winnipeg) and rural/northern, with each category qualifying for one (1) \$250.00 prize each year.

Remembering Mark Dickof

The namesake of this award, Mark Dickof, speaks to the very different life circumstances that can be lived by two human beings— one of whom is affected by mental health challenges. Born on the very same day as Winnipeg City Councillor Brian Mayes (March 16, 1962) Mark was a fellow student with many of the same interests and qualities that Brian had: the difference being that Mark regrettably developed early signs of schizophrenia as a student.

Mark participated in chess club, played varsity basketball, graduated with an honors degree in English literature, and had hoped to go to Oxford University to do graduate studies. However, after he developed schizophrenia, his functioning, quality of life and ability to achieve his goals slid away. He ultimately took his life at the age of 30.

Throughout Councillor Mayes' own life pathway, going on to himself become a lawyer, school trustee and municipal councillor, Brian never forgot his childhood friend and fellow student. Given their shared date of birth, that life's pathway can be lived so differently by two kids who started out the same way,

MARK DICKOF MEMORIAL SCHOLARSHIP AWARD APPLICATION FORM

stands as a stark reminder of all too often devastating toll taken by mental illness, on those who must live daily with its effects and consequences.

To honour Mark's memory, this award therefore recognizes young people who have demonstrated significant leadership through advocacy for mental health and wellbeing while still in school, so that persons within their community do not have to experience the same pathway as Mark Dickof. In this way, it is the intention of the award to ensure that Mark's life and experience provides a meaningful legacy for future leadership by students across Manitoba.

Eligibility

The award is open to any student or team of students who can demonstrate positive leadership in addressing mental health and wellbeing among their peers through action, raising awareness, and/or achieving greater sensitivity to and/or de-stigmatization of mental health and wellbeing.

To be considered for the award, a student (or students) must be between the ages of 14 and 18 and enrolled in a public school in Manitoba. To qualify, a student or team of students, meeting the age requirements, must complete an essay of no longer than 500 words. The essay should outline how the applicant or applicants have engaged in actions, raised awareness, or fostered greater sensitivity and/or de-stigmatization in relation to mental health and wellbeing. This leadership can be directed either to their school community, their local community or their provincial community.

The essay should be accompanied by a brief letter of reference from a member of the community who can attest to the leadership and advocacy that has been demonstrated by the student or team of students in relation to mental health and wellness.

Deadline for application

Whether applying to receive the prize for either the urban or rural/northern category, the deadline for application to be considered for the award will be April 30th 2020. Selection of the final recipients will be comprised of an objective panel comprised of Councillor Mayes, as well as the Executive Directors of the Manitoba School Boards Association and the Canadian Mental Health Association (Manitoba Chapter).

Confirmation of award

Once the selection panel has arrived at its decision, the final recipient(s) will be notified of the award being granted to them, no later than May 31st, 2020.

Award ceremony

Given the emergence of social distancing requirements concerning COVID-19, students who qualify for the Mark Dickof Memorial Scholarship, will be invited to a virtual online presentation ceremony with Councillor Mayes, as well as representatives of the Manitoba School Boards Association and Canadian Mental Health Association (Manitoba Chapter). All certificates of recognition for finalists, and all

**MARK DICKOF MEMORIAL SCHOLARSHIP AWARD
APPLICATION FORM**

scholarship certificates and cheques for final recipients of the award, will be directly mailed to the household of each candidate.

Applications

All applications for consideration of the award should be sent according to the form that is attached, and accompanied by the applicants' 500 word essay and one letter of reference in support of the application. Applications may be sent by email to Andrea Kehler, Executive Assistant at: akehler@mbschoolboards.ca

Applications may also be faxed to: (204) 231-1356

Applications can also be mailed to:

The Executive Director
Manitoba School Boards Association
191 Provencher Boulevard
Winnipeg, MB R2H 0G4

We would like to thank all who apply for this scholarship, in recognition of your efforts and initiative to promote mental health and wellbeing for the betterment of Manitobans.

**MARK DICKOF MEMORIAL SCHOLARSHIP AWARD
APPLICATION FORM**

Name of Applicant(s): _____

Grade Level of Applicant(s): _____

School in which applicant(s) are enrolled: _____

Graduation Date (if applicable): _____

Name of School Principal: _____

Email address for school principal (required): _____

Contact Information for Applicant(s):

- Telephone (including area code): (_____) _____
- Email: _____
- Home address (including postal code): _____

Brief description of leadership or advocacy demonstrated by applicant:

Name of Reference: _____

Contact Information for Reference:

- Telephone (including area code): (_____) _____
- Email: _____
- Address (including postal code): _____

Once completed, all applications should be accompanied by the applicant(s)' 500 word essay describing how they have demonstrated actions, raised awareness, or fostered greater sensitivity and/or de-stigmatization in relation to mental health and wellbeing, along with a brief letter of reference from a member of the community who can attest to the leadership and advocacy that has been demonstrated by the student or team of students in relation to mental health and wellness. Applications may be sent by email to: akehler@mbschoolboards.ca or faxed to: (204) 231-1356. Applications can also be mailed to: The Executive Director, Manitoba School Boards Association, 191 Provencher Boulevard, Winnipeg, MB, R2H 0G4. We would like to thank all who apply for this scholarship, in recognition of your efforts and initiative to promote mental health and wellbeing for the betterment of Manitobans.

COVID-19 INFORMATION

For many weeks now, the news cycle has been dominated (and rightfully so) by information about the COVID-19 pandemic. We don't want to add to the noise, but we did want to provide links to the most relevant sites in one spot, for ease of access.

COVID-19 IS HERE.

SPREAD THE FACTS NOT THE VIRUS

*Learn how*We're in this together, Manitoba 

For general information specific to Manitoba, visit the Manitoba government's dedicated [COVID-19 page](#). Here you will find helpful tools such as Shared Health's [online screening tool](#), which helps people determine whether they should be reaching out to a health care professional at Health Links-Info Santé. There is also a link to [Help Next Door Manitoba](#), a site dedicated to linking Manitobans who need help with those able to assist them. The page will also link you to all government [news releases](#) on COVID-19, while livestreamed and archived news conferences can be found on the government's [YouTube channel](#).

Provincial statistical updates can be found in the regular COVID-19 bulletins, while the [Public Health Agency of Canada](#) site includes information about the [current situation](#) nationally. The PHAC site also includes information about prevention and risks, symptoms and treatment, and travel advice. All sites are updated on an ongoing basis.

IN-CLASS LEARNING SUSPENDED

On March 31, on the advice of the chief provincial health officer, the government announced the indefinite suspension of all classroom learning for K-12 students in the province. [Full details](#) of the closure are included in the government news release. This action has been taken to help flatten the curve and reduce the impact of COVID-19 throughout the province. With the suspension of classroom learning:

- all students on track to graduate will do so.
- teachers will teach remotely, assign work, conduct assessments and prepare final report cards.
- provincial exams will be cancelled for students in grade 12, but teacher assessments will be implemented.
- provincial assessments are complete for students in early and middle years, but other assessments will continue.
- child-care centres located in schools will continue to operate under the current conditions set out by the chief provincial public health officer.

REPORT SCHOOL VANDALISM

With fewer people in the vicinity of schools as a result of the indefinite suspension of in-class instruction, the possibility of acts of vandalism targeting those buildings is increased. For that reason, our usual summer stop school vandalism program is being activated in early April. To report suspicious activity on school grounds between the hours of 10:00 p.m. and 7:00 a.m., or to report an act of school vandalism in Winnipeg, call 204-231-4556. This program will continue into the summer, unless the public health order is suspended before then and schools return to normal operations.



STOP SCHOOL VANDALISM

To report suspicious activity on school grounds between 10 p.m. and 7 a.m. or to report an act of school vandalism in Winnipeg call: **204-231-4556**

It's a community problem requiring a community solution

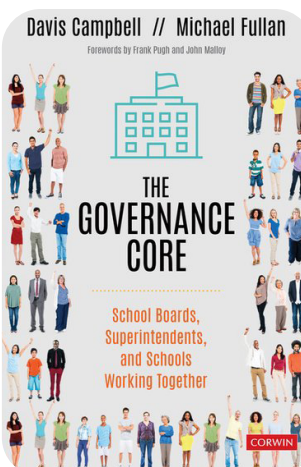
AND IN OTHER NEWS...

Visit our [Convention 2020](#) page for information related to our AGM that was held last month. We have posted video of the addresses by President

Alan Campbell and Executive Director Josh Watt, as well as greetings from CSBA Vice-President Alain Fortier and a special message from Minister of Education Kelvin Goertzen. The [record of proceedings](#) is also available, which provides the text of Alan Campbell's address, as well as the disposition of all resolutions.



Leading Change
with courage, clarity and resilience



And just as the suspension of classes doesn't mean the end of learning for K-12 students, physical distancing doesn't mean you have to suspend your own PD. Join Board Development Consultant Janis Arnold for the second in a three-part webinar series on [Snapshots of The Governance Core](#) on Wednesday, April 8. If you missed the first installment, you can link to a recording of the session from our [webinars page](#), and while you're on the website, check out our other [e-learning](#) opportunities.