



## Human Services Committee Agenda

Thursday, March 22, 2018  
Council Chambers  
County Administration Centre, Walkerton

1. Declaration of Pecuniary Interest
2. Action Items
  - A. 2018 Child Care Service Agreement (attached)
3. Next Meeting  
April 5, 2018
4. Adjournment



## Committee Report

**To:** Warden Paul Eagleson  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** March 22, 2018

**Re:** 2018 Child Care Service Agreement

---

### Recommendation:

That a by-law be introduced authorizing the execution of the 2018 Child Care Service Agreement; and

That the Children's Services Manager be granted authorization to re-negotiate service targets, as identified in the agreement schedules, as required, with the Ministry of Education, during the duration of the agreement.

### Background:

The Ministry of Education released the Child Care Allocations to Consolidated System Service Managers across Ontario. 2018 allocations are based on the "Ontario Child Care and Child and Family Programs Service Management and Funding Guideline" which broadly outlines municipal service requirements for the Children's Service Sector.

The County of Bruce allocation for 2018 is \$5,619,731, up by \$120,381 from the total 2017 allocation of \$5,499,350. The total contract provides funding to manage the local Child Care System and goes further to provide special purpose funding through the Expansion Plan and the Canada-Ontario Early Learning and Child Care Agreement (ELCC) to support the commitment of both the federal and provincial government to provide investments to increase quality, accessibility, affordability, flexibility and inclusivity. The schedules of the agreement identify the service targets for each program area and type of funding for example core or expansion funding. In order to best utilize and leverage the dollars available it does require ongoing review of need, program usage and therefore consideration of reallocation of flexible funding and or revision of the associated service targets.

### Financial/Staffing/Legal/IT Considerations:

Although the County Child Care Funding allocation was increased overall in 2018 by \$120,381, core funding was reduced by \$111,708. As outlined in the 2018 Child Care Allocation - Budget Amendment Report approved by Council on March 1, 2018, the 2018



Child Care Funding Allocations will require a minor budget amendment to redistribute program funding. The reduction will be managed by reallocating funds from the Special Needs Resource and Child Care Fee Subsidy Programs. There will be no reduction to service levels.

The Service Agreement is of standard content; the passing of recommendation and by-law will allow for authorization to execute the agreement.

There are no staffing or IT considerations associated with this report.

**Interdepartmental Consultation:**

Departmental Staff will work the Clerk in the administration of the agreement.

**Link to Strategic Goals and Elements:**

Goal #5 - The Elimination of Red Tape.

Element # E - Focus on the internal and external customer/client needs first through providing community based services.

Written by: Andrea Riley, Children's Services Manager

**Approved by:**

Kelley Coulter  
Chief Administrative Officer

# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 1st day of January, 2018.

## **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Education**

(the “Province”)

- and -

**The Corporation of the County of Bruce**

(the “Recipient”)

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

#### **1.1** The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment
- Schedule “F” - Reports
- Schedule “G” - Contractual Service Targets
- Schedule “H” - Expansion Plan Targets
- Schedule “I” - Canada-Ontario Early Learning and Child Care Agreement Targets,

And any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter described in Article 1.2 contained in the Agreement and supersedes all prior oral or written representations and agreements.

1.2 This Agreement terminates any transfer payment agreement between the Province and the Recipient effective January 1, 2017 respecting the provision of “Child Care and Child and Family Programs”.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Program; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Education**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Julia Danos  
Title: Director, Early Years and Child Care Programs  
and Service Integration Branch

**The Corporation of the County of Bruce**

**April 1, 2018**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Warden, Paul Eagleson

I have authority to bind the Recipient.

**April 1, 2018**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Clerk, Donna Van Wyck

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and



- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the undertaking described in Schedule “C”, Schedule “G”, Schedule “H” and Schedule “I”

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the

Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will continue unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0 or until terminated by a new agreement between the Province and

the Recipient.

#### **A4.0 FUNDS AND CARRYING OUT THE PROGRAM**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Program; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Program.** The Recipient will do all of the following:

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the *Ontario Child Care Service Management and Funding Guideline 2018*;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.7 **Annual Schedules.** In each Funding Year subsequent to the first Funding Year, new Schedules B, C, D, E, F, G, H and I (the "**Annual Schedules**") to the Agreement shall be established according to the following process:

- (a) the Province shall provide the Recipient with draft Annual Schedules intended to replace Schedules B, C, D, E, F, G, H and I to the Agreement; and
- (b) upon receipt by the Province of approval of the draft Annual Schedules by the Recipient, the draft Annual Schedules shall be deemed to be Schedules B, C, D, E, F, G, H and I in relation to the Funding Year to which they apply.

A4.8 **When Annual Schedules Not Ready Prior to Beginning of New Funding Years.** In the event the Annual Schedules are not finalized under A4.7(b) prior to the beginning of the new Funding Year:

- (a) the Province may continue to provide Funds to the Recipient in accordance with the Payment Plan set out in Schedule “E” for the previous Funding Year;
- (b) if the Province decides to continue to provide Funds under A4.8(a), Maximum Funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A4.8(a);
- (c) if the Province decides to provide Funds under A4.8(a) the Recipient shall continue to carry out the Program described in Schedule “C”, Schedule “G”, Schedule “H” and Schedule “I”, use the Funds in accordance with the Budget set out in Schedule “D”, and provide Reports in accordance with Schedule “F” applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

## **A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010*(Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province’s prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule “B” at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Program, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the

Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Program, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Program; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the

Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the



Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Program;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON TERMINATION BY NEW AGREEMENT**

A15.1 In the event this Agreement is terminated by a new agreement between the Province and the Recipient, the Recipient will return to the Province any Funds remaining in its possession or under its control, if requested by the Province.

#### **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct

any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **“Failure”**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”  
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$5,619,731
<b>Amount for the purposes of section 5.2 of Schedule “A”</b>	\$1,500,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p>Ministry of Education 24th Floor, Mowat Block, 900 Bay Street, Toronto, Ontario M7A 1L2</p> <p><b>Attention:</b> Julia Danos Director, Early Years and Child Care Programs and Service Integration Branch</p> <p><b>Fax:</b> 416-314-7836</p> <p><b>Email:</b> Julia.Danos@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p>The Corporation of the County of Bruce 30 Park Street, PO Box 399 Walkerton, ON, N0G 2V0</p> <p><b>Attention:</b> Ms. Christine MacDonald</p> <p><b>Fax:</b> 519-881-0431</p> <p><b>Email:</b> cmacdonald@brucecounty.on.ca</p>

**Additional Provisions:**

**None**



## SCHEDULE “C” PROGRAM DESCRIPTION

---

### **Legislation**

The Recipient’s expenses for the following services are funded under the *Child Care and Early Years Act, 2014, S.O. 2014, c. 11, Sched. 1* (“*Child Care and Early Years Act*”).

This schedule outlines the services that the Province is funding, with public funds, on behalf of the citizens of Ontario including specific expectations and conditions that apply. Each service description addresses “who” will receive the service, “what” services are to be provided and “how” the service objectives will be addressed.

### **Service Objectives**

The following services are delivered to:

- foster early learning and child development;
- support children being cared for in a safe, nurturing environment;
- support the inclusion of children with special needs in licensed child care programs;
- enable parents to work, or undertake training or education leading to employment; and
- provide linkages to other social services.

### **Provincial Expectations**

- The Recipient plans and manages the delivery of child care services within Provincial legislation, regulations, standards, policies and guidelines.
- The Recipient is required to develop a local child care service plan with community partners to ensure an integrated approach to community services for children.
- The Recipient shall enter into agreements with service providers for the delivery of child care services, allocating available resources in a way that achieves the agreed-to outcomes and respects fair treatment to all service providers.
- The Recipient shall enter into agreements with school boards for the provision of extended day fee subsidies allocating resources in a way that achieves the agreed-to outcomes and respects fair treatment to all schoolboards.
- The Recipient shall provide to the Province, upon request, such information in addition to the service data elements as required for the Province to fulfill its policy and standard setting responsibilities.

## CHILD CARE FEE SUBSIDIES

---

**Expense Name(s): Child Care Fee Subsidies- 100%  
Child Care Fee Subsidies- Cost Shared**

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Fee subsidies may be provided for children whose parents are:
  - Eligible for income support under the *Ontario Disability Support Program Act, 1997, S.O. 1997, c. 25, Sched. B* (“*Ontario Disability Support Program Act, 1997*”);
  - Eligible for income assistance under the *Ontario Works Act, 1997, S.O. 1997, c. 25, Sched. A* (“*Ontario Works Act, 1997*”), and is employed or participating in employment assistance activities under Ontario Works or both; or
  - Eligible for assistance on the basis of their adjusted income as prescribed by O. Reg. 138/15 made under the *Child Care and Early Years Act, 2014*.
- Fee subsidies may be provided for children under 13 years of age.
- Children with special needs who are already in the child care system or enter the child care system by August 31, 2017 will be eligible to receive financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).
- Fee subsidies may be provided for children enrolled in the extended day program as defined in the Education Act, R.S.O. 1990, c. E 2 or licensed child care under the *Child Care and Early Years Act, 2014* with a qualifying ongoing agreement with a school board to provide before and/or after school child care at school sites.

### **Specific Service Provided:**

- A fee subsidy is financial assistance provided towards the cost of licensed child care services, licensed home child care services, camps and authorized recreation programs, third party and board-operated before and/or after school programs and non-instructional days.

### **Program Goals:**

- Foster early learning and healthy child development by supporting access to child care including children with special needs or a social need.

- Enable low-income parents, including social assistance recipients to work, or undertake training or education leading to employment while their children are being cared for in high quality child care, recreation programs, or third party and board-operated before and/or after school programs and non-instructional days.

## **ONTARIO WORKS CHILD CARE – FORMAL**

---

**Expense Name(s): Ontario Works Child Care- Formal- 100%  
Ontario Works Child Care- Formal- Cost Shared**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Ontario Works child care may be provided for children whose parents are eligible for income assistance under the Ontario Works Act, 1997 who are employed or participating in employment assistance activities under Ontario Works or both.
- Ontario Works child care may be provided for children under 13 years of age.
- Children with special needs who are already in the child care system or enter the child care system by August 31, 2017 will be eligible to receive financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).

### **Specific Service Provided:**

- Ontario Works child care may cover the cost of licensed child care or licensed home child care services, approved children's recreation programs, before and/or after school programs including third party and board operated, and non-instructional days for children of Ontario Works participants.

### **Program Goal:**

- Enable Ontario Works participants to work, or engage in employment assistance activities while their children are being cared for in high quality child care, camps or recreation programs and third party and board-operated before and/or after school programs and non-instructional days.

## **ONTARIO WORKS CHILD CARE- INFORMAL**

---

**Expense Name(s): Ontario Works Child Care- Informal- 100%  
Ontario Works Child Care- Informal- Cost Shared**

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Ontario Works child care may be provided for children whose parents are eligible for income assistance under the Ontario Works Act, 1997 who are employed or participating in employment assistance activities under Ontario Works or both.
- Ontario Works child care may be provided for children under 13 years of age.
- Children with special needs who are already in the child care system or enter the child care system by August 31, 2017 will be eligible to receive financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).

### **Specific Service Provided:**

- Ontario Works child care may cover the cost of informal (unlicensed) child care provided to children of Ontario Works participants. Maximum payment levels are specified in the Ontario Works directives.

### **Program Goal:**

- Enable Ontario Works participants to work or engage in employment assistance activities. Informal child care provides an option for parents when a licensed child care arrangement is not possible due to the client's needs and the availability of service (e.g. need for weekend/overnight care) to meet Ontario Works participation requirements.

## **CHILD CARE GENERAL OPERATING**

---

**Expense Name(s): Child Care General Operating- 100%  
Child Care General Operating- Cost Shared**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Families with children enrolled in licensed child care centres and home child care agencies benefit indirectly from the funding.

### **Specific Service Provided:**

- Funding provided through the Recipient to licensed child care centres, home child care agencies and special needs resourcing agencies to support the cost of providing licensed child care services.

### **Program Goals:**

- Support the costs of operating licensed child care programs in order to reduce wait times and fees for services.
- Stabilize service levels, and where funds allow, improve access to high quality affordable early learning and child care services for children and their families.

## **PAY EQUITY MEMORANDUM OF SETTLEMENT**

---

### **Expense Name(s): Delivery Agent – Obligations under Pay Equity Memorandum of Settlement**

**Legislation:** *Child Care and Early Years Act, 2014*

#### **People Served**

- The child care operators and child and family programs receiving proxy pay equity funding under the terms of the Agreement will provide all eligible employees, present and past, with a proxy pay equity payment in compliance with the Pay Equity Act, R.S.O 1990, c.P.7, (“Pay Equity Act”) as required by the child care operator or child and family program’s proxy pay equity plan.

#### **Specific Service Provided:**

- The Pay Equity Act requires employers to make annual adjustments of a minimum of 1 per cent of the previous year’s payroll toward proxy pay equity targets until pay equity has been achieved.
- The Recipient shall manage the delivery of child care services.
- The Recipient in its role as child care service system manager will distribute and monitor this funding.

## **SPECIAL NEEDS RESOURCING**

---

**Expense Name(s): Special Needs Resourcing- 100%  
Special Needs Resourcing- Cost Shared**

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Special needs resourcing may be provided to children with special needs under 13 years of age. Children with special needs who entered the child care system by August 31, 2017 will be eligible to receive funding and financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).

### **Specific Service Provided:**

- Special Needs Resourcing is the provision of staff, equipment, supplies or services for children with special needs in licensed child care centres or licensed home child care, or approved children's recreation programs.
- Each child receiving ongoing special needs resourcing supports will have a current plan of care that reflects an assessment of needs and preferences.

### **Program Goals:**

- Support the inclusion of children with special needs in licensed child care settings or in places where an approved children's recreation program is provided.
- Provide services that are:
  - Reflective and responsive to individual, family and community strengths and needs;
  - Accountable to the individual, family and community;
  - Sensitive to the social, linguistic and cultural diversity of families;
  - Staffed by individuals with the appropriate range of skills and abilities necessary to respond effectively to the needs of adults, children and their families;
  - The support is based on the individual's assessed needs, preferences and available individual, agency, community and contracted Province resources.



- Support planning and collaboration among community partners to improve seamlessness for families, support transitions between settings and improve service levels.

## **CHILD CARE ADMINISTRATION**

---

**Expenses Name(s): Child Care Administration- 50/50  
Child Care Administration- 100%**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Not applicable.

### **Specific Service Provided:**

- Funding is provided to the Recipient to support administrative costs associated with all types of child care funding. Eligible expenses are defined in the Ontario Child Care Service Management and Funding Guideline.

### **Program Goal:**

- Support the Recipient's cost of administering all types of child care funding.

## **CAPACITY BUILDING**

---

### **Expense Name(s): Capacity Building**

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Children enrolled in licensed child care centres and home child care agencies benefit indirectly from the funding.

### **Specific Service Provided:**

- Funding to support professional development opportunities for child care licensees, supervisors, staff/caregivers, home child care visitors, home child care providers and non-profit volunteer board members.

### **Program Goals:**

- To provide professional development opportunities that support:
  - Professional learning and development opportunities that align with CCEYA regulations and Ministry of Education policy;
  - Program-related professional learning opportunities that align with the views and approaches outlined in *How Does Learning Happen? Ontario's Pedagogy for the Early Years*;
  - high quality child care programs for children ages 0-12 that are child-centred in dynamic learning environments;
  - diverse learning experiences that engage children in active, creative and meaningful exploration, play and inquiry;
  - the health, safety and well-being of children; and
  - capacity in child care program business administration.

## TRANSFORMATION

---

### **Expense Name(s): Transformation**

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Children enrolled in licensed non-profit child care centres and home child care agencies that receive the funding will benefit indirectly.

### **Specific Service Provided:**

- Support one-time business transformation costs for eligible child care licensees that are involved in business transformation activities and/or require business transformation supports.
- Business transformation activities are defined as, but not limited to the following:
  - the amalgamation of two or more child care centres in a school or community setting;
  - the relocation of a child care centre to a school or within the community; or,
  - the retrofitting of an existing child care centre to serve younger age groups.
- Eligible expenses are defined in the Ontario Child Care Service Management and Funding Guideline.

### **Program Goals:**

- To support viability and facilitate the transformation of licensed child care programs.

## **SMALL WATER WORKS**

---

**Expense Name(s):** Small Water Works

**Legislation:** *Child Care and Early Years Act, 2014, Safe Drinking Water Act, 2002.*

**People Served:**

- Children enrolled in licensed child care centres located on small water systems benefit indirectly from the funding.

**Specific Service Provided:**

- Funding provided through the Recipient to licensed child care centres located on small water systems (i.e. wells or cisterns) to support costs related to regular ongoing water testing and maintenance expenses.

**Program Goal:**

- Assist child care licensees with programs located on small water systems with costs associated with testing and system maintenance.

## **PLAY-BASED MATERIAL AND EQUIPMENT**

---

**Expense Name(s):** Play-Based Material and Equipment

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Children enrolled in licensed child care centres and home child care agencies benefit indirectly from the funding.

### **Specific Service Provided:**

- Funding provided through the Recipient to licensed child care centres or home child care agencies to purchase new or replacement play-based material and equipment.

### **Program Goals:**

- Support the provision of high quality programs for children ages 0-12. Assist child care licensees in creating enriching environments with materials that promote children's learning and development through exploration, play and inquiry consistent with the views, foundations and approaches of How Does Learning Happen? Ontario's Pedagogy for the Early Years.

## **REPAIRS AND MAINTENANCE**

---

**Expense Name(s):** Repairs and Maintenance

**Legislation:** *Child Care and Early Years Act, 2014*

### **People Served:**

- Children enrolled in licensed child care centres and home child care agencies benefit indirectly from the funding.

### **Specific Service Provided:**

- One-time funding provided through the Recipient to licensed child care centres and home child care agencies to cover costs related to repairs, minor renovations, furnishings and equipment.

### **Program Goals:**

- Assist child care licensees in complying with licensing requirements under the Child Care and Early Years Act, 2014 as well as health and safety practices, the upkeep of equipment, property repairs and maintenance.
- Support the provision of high quality programs for children ages 0-12.

## **WAGE ENHANCEMENT/ HOME CHILD CARE ENHANCEMENT GRANT**

---

**Expense Name(s): Child Care Wage Enhancement- 100%  
Home Child Care Enhancement Grant- 100%**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Child care wage enhancement funding is available to eligible child care program staff whose positions can be counted toward adult to child ratios under the *Child Care and Early Years Act, 2014* working in all licensed child care including:
  - Registered Early Childhood Educators (RECEs);
  - program staff;
  - supervisors; and
  - home child care visitors.
- The home child care enhancement grant is available to eligible home child care providers who have an active agreement with a licensed home child care agency.

### **Specific Service Provided:**

- The wage enhancement is provided to increase salaries and benefits of eligible program staff working in licensed child care centres and home visitors employed by a home child care agency.
- The home child care enhancement grant supports an increase in daily rate payments made to licensed home child care providers.

### **Program Goals:**

- To close the wage gap between RECEs working in the publicly funded education system and those in the licensed child care sector.
- To help stabilize operations by supporting licensed child care operators' ability to retain RECEs and non-RECE program staff.
- To reduce poverty by supporting greater employment and income security.



## **WAGE ENHANCEMENT/ HOME CHILD CARE ENHANCEMENT GRANT – ADMINISTRATION**

---

**Expense Name(s): Child Care Wage Enhancement/Home Child Care Enhancement Grant Administration- 100%**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Not applicable.

### **Specific Service Provided:**

- Funding is provided to the Recipient to manage the additional administrative costs associated with implementing the wage enhancement/home child care enhancement grant.
- The recipient is required to provide a minimum of 10% of the administration funding to licensed child care operators to support the implementation of the wage enhancement/home child care enhancement grant.
- Allowable expenses are defined in the Ontario Child Care Service Management and Funding Guideline.

### **Program Goals:**

- Support the Recipient and licensed child care operators administration costs associated with implementing the wage enhancement/home child care enhancement grant.

## **CHILD CARE EXPANSION PLAN**

---

**Expense Name(s): Expansion Plan - 100%**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Support access to licensed child care for 100,000 more infants, toddlers and preschoolers over five years starting in 2017.

### **Specific Service Provided:**

- CMSMs and DSSABs are required to spend the investments for children aged 0-4 years old based on two priorities to support additional fee subsidies and/or increased access. If these priorities cannot be met due to local considerations, the CMSM or DSSAB can work with operators to use this funding to meet expansion targets by broadly increasing affordability for children aged 0-4 years old.
- Funding for the expansion plan is an enveloped allocation and can only be spent on incremental expenditures (i.e. additional expenditures above the previous year's general allocation and required municipal cost share) and to sustain previous year's growth for children aged 0-4 years old.
- CMSMs and DSSABs will commit to their expansion plan target in schedule H of this service agreement.
- Any funding not spent on the prescribed expenditures will be recovered by the ministry (recovery would occur upon the ministry's review of the Financial Statements submission, which is the last financial reporting cycle of the year).

### **Program Goals:**

- Child care expansion plan supports the government's commitment to create access to licensed child care for 100,000 more children aged 0-4 years old over five years starting in 2017. This funding will support new child care fee subsidies, expand access to affordable licensed child care spaces and reduce fee subsidy waitlists to help parents access quality child care.

## **CANADA-ONTARIO EARLY LEARNING AND CHILD CARE AGREEMENT**

---

**Expense Name(s): Canada-Ontario Early Learning and Child Care (ELCC) Agreement - 100%**

**Legislation:** *Child Care and Early Years Act*

### **People Served:**

- To support access to affordable, quality child care for children 0-6 years of age and to support system access to affordable child care based on local priorities.

### **Specific Service Provided:**

- ELCC funding for children must be spent on the following priorities:
  - Additional fee subsidies;
  - Increased access to licensed child care; and/or
  - For children aged 0-6, this funding can also be used to create and support new community-based capital retrofit projects.
- If these priorities cannot be met due to local considerations, service system managers may use this funding to broadly reduce licensed child care fees and increase affordability. The ministry's expectation is that service system managers demonstrate they have attempted to meet the priorities before exploring this option.
- CMSMs and DSSABs will commit to their ELCC target in schedule I of this service agreement.
- Any funding not spent on the prescribed expenditures will be recovered by the ministry (recovery would occur upon the ministry's review of the Financial Statements submission, which is the last financial reporting cycle of the year).

### **Program Goals:**

- Increase the accessibility and affordability of high-quality licensed child care and quality early learning opportunities for approximately 11,200 more children.

## **FEE STABILIZATION SUPPORT**

---

**Expense Name(s): Fee Stabilization Support - 100%**

**Legislation: *Child Care and Early Years Act, 2014***

### **People Served:**

- Eligible staff in licensed child care centres and home child care agencies benefit directly from the funding.

### **Specific Service Provided:**

- Funding provided through the Recipient to increase wages in licensed centres and licensed home child care agencies for staff earning less than \$14 per hour (excluding wage enhancement), as of December 31, 2017. Funding may not be used to support wages above \$14 per hour in 2018.

### **Program Goals:**

- Support improving wages for the licensed child care workforce, affordability for families and to address potential fee increases.

**SCHEDULE "D"**  
**BUDGET**

**2018 Calendar Year Allocation**

**The Corporation of the County of Bruce**

<b>2018 Child Care Allocation Summary</b>	<b>Preliminary 2018 Allocation</b>	<b>Expansion Plan Year 2</b>
<b>Core Services Delivery Operating Allocation</b>		
Core Services Delivery - 100/0	685,571	TBD
Core Services Delivery - Cost Share Requirement 80/20	1,731,798	N/A
Core Services Delivery - Cost Share Requirement 50/50 - Administration	99,944	N/A
Core Services Delivery	2,517,313	TBD
<b>Special Purpose Operating Allocation</b>		
Language	53,855	TBD
Indigenous	21,175	TBD
Cost of Living	118,732	TBD
Rural	896,351	TBD
Capacity Building	30,515	TBD
Repairs and Maintenance	11,643	TBD
Utilization Adjustment	1,564	N/A
Capping Adjustment	(919)	N/A
Total Special Purpose	1,132,917	TBD
<b>Total Operating Allocation</b>	<b>3,650,230</b>	<b>TBD</b>
<b>Other Allocations</b>		
Small Water Works	32,518	N/A
Territory Without Municipal Organization (TWOMO) - Child Care	-	N/A
Wage Enhancement/Home Child Care Enhancement Grant (HCCEG) <sup>1</sup>	745,743	N/A
Wage Enhancement/HCCEG Administration	39,763	N/A
Fee Stabilization Support	48,582	N/A
Expansion Plan	735,143	N/A
ELCC	367,754	N/A
<b>Total Other Allocations</b>	<b>1,969,501</b>	<b>TBD</b>
<b>Total Child Care Allocation</b>	<b>5,619,731</b>	<b>TBD</b>

<sup>1</sup> Notional allocation pending submission in Estimates.

<b>2018 Early Learning and Child Care Agreement (ELCC) Details</b>	
<b>ELCC Allocation for children aged 0-6 years old - can be spent on operating and capital</b>	\$294,057
<b>ELCC Allocation for children aged 0-12 years old - can be spent on operating</b>	\$73,697

<b>Total Contract</b>	<b>\$ 5,619,731</b>
-----------------------	---------------------

\*Totals may not add due to rounding.

**SCHEDULE "D"**  
**BUDGET CONTINUED**

Expenditure Benchmarks	General Allocation	Expansion Plan	ELCC
<b>Child Care Administration - Maximum Allowable Expenditure</b> 10% maximum (For total general allocation: less TWOMO, Wage Enhancement, and Fee Stabilization Support)	\$ 368,275	\$ 73,514	\$ 36,775
<b>Special Needs Resourcing - Minimum Required Expenditure</b> 4.1% minimum (For total general allocation: less TWOMO, Wage Enhancement, and Fee Stabilization Support)	\$ 150,993	\$ 30,141	\$ 15,078
<b>Wage Enhancement/HCCCEG Administration - Minimum Required Allocation To Be Provided to Operators</b> (10% of total 2018 Wage Enhancement/HCCCEG Administration)	\$ 3,976	N/A	N/A
<b>For Profit - Maximum Percentage Threshold</b> (Based on 2015 Financial Statement Submissions)	2%	2%	2%
<b>ELCC Funding Carry Forward</b> (10% can be spent by December 31, 2019)	N/A	N/A	\$ 36,775

<b>CMSM/DSSAB Minimum Cost Share Requirement</b>		
Cost Share Requirement (for Total Allocation) - 100/0		-
Cost Share Requirement (for Core Services) - 80/20		432,949
Cost Share Requirement (for Administration) - 50/50		99,944
<b>Total 2018 Respective Contributions</b>		<b>\$ 532,893</b>
2017 Minimum Cost Share Requirement		546,678
% Change From 2017		-2.5%

**SCHEDULE “E”  
PAYMENT**

---

As identified in the Ontario Child Care Service Management and Funding Guideline, monthly cash flow percentages will be based on the total 2018 maximum funds divided by 12 months. If approved, capital funding under *The Journey Together* will be paid upon receipt of the signed service agreement and Estimates submissions.

<b>Payment Month</b>	<b>Amount of Maximum Funds</b>
January*	8.3%
February*	8.3%
March*	8.4%
April*	8.3%
May*	8.3%
June*	8.4%
July	8.3%
August	8.3%
September	8.4%
October	8.3%
November	8.3%
December	8.4%

\*Payments may be based upon the prior year’s Revised Estimates submissions until the signed service agreement is received. The Province automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions.

## SCHEDULE “F” REPORTS

---

As referenced in the Guideline, the Recipient must provide the following submissions to the Province as per the following cycle:

Submission Type	Due Date
Service Agreement	February 28, 2018*
Estimates	March 30, 2018
Revised Estimates	August 31, 2018
Financial Statements	May 31, 2019

\*With automatic extensions granted should municipal council approval not be received by this date.

### Policy for Late Filing

- Where a signed **service agreement** is not received by the ministry six months from the effective date of the new contract (i.e. July 1, 2018, unless an extension has been granted), the Province will stop all payments to the CMSM or DSSAB until the signed agreement is submitted.
- Policy for late filing of **financial submissions**, including:
  - Financial reporting (Estimates, Revised Estimates, Financial Statements)
  - Queries related to financial reporting
  - Financial documentation (audited Financial Statements, Review Engagement Reports)
- Where a CMSM or DSSAB files its submission after the filing deadline, the Province will take the following action until the submission has been received:
  - If the submission is not received by the Province within 30 days after the filing deadline, the Province will inform the CMSM/DSSAB that the submission is overdue.
  - After 31 days, cash flow will be reduced by 50 per cent of their monthly payment. The Province will work with the CMSM or DSSAB to discuss any challenges with providing the information and to offer support.
- Upon submission of Provincial requirements, the Province will revert back to the normal monthly payment process and will include in the monthly payment the total amount withheld up to that point.



- The Ministry reserves the right to suspend funding (in year or in the subsequent year(s)). Should a CMSM or DSSAB have any outstanding submissions the Province may exercise its discretion by not providing funding in the subsequent calendar year until the submissions have been received.

**SCHEDULE “G”  
CONTRACTUAL SERVICE TARGET**

In compliance with the Transfer Payment Accountability Directive, there are contractual service targets tied to the child care service agreement to support accountability and facilitate the recovery of funds where required. There are three contractual service targets associated with CMSM and DSSAB’s base allocation (i.e. excluding child care expansion plan and ELCC funding) made up of data elements from 3 expense categories- Fee Subsidy, Ontario Works and Special Needs Resourcing.

As referenced in the Guideline, the Recipient is required to set contractual service targets for each calendar year, which should reflect local demand and priorities that relate to provincial funding and required municipal cost share.

Should the CMSM or DSSAB not meet each of the three contractual service targets by 10% or more and 10 children or more in the aggregate, the Recipient's entitlement and cash flow will be reduced by 1% to reflect the underachievement of contractual service targets. This one-time funding adjustment will be processed upon review of the Financial Statement submission by the Province.

<b>Contractual Service Targets</b>			
<b>Target</b>	<b>Expense Category</b>	<b>Contractual Target</b>	<b>Description</b>
<b>1</b>	<b>Fee Subsidy</b>	Sum of the total average monthly number of children served	Total average monthly number of infants, toddlers, preschoolers, kindergarten*, school aged** and recreation children served
<b>2</b>	<b>Special Needs Resourcing</b>	Sum of the total average monthly number of children served	Total average monthly number of children served from 0 up to kindergarten* and school aged**
<b>3</b>	<b>Ontario Works (Formal and Informal)</b>	Sum of the total average monthly number of children served	Total average monthly number of infants, toddlers, preschoolers, kindergarten* and school aged** children served.

\*“Kindergarten” includes both junior and senior kindergarten

\*\*“School Age” includes both the Primary and Junior school age categories (age 6-12).

Contractual service targets are monitored by the Province through a two-step progressive action process:

1. The Province will meet with the Recipient to monitor these targets should they project the inability to meet contractual service targets by year end;
2. The Province will affect a one-time recovery of funds if contractual service targets are not met by year-end as identified to the Province in the Financial Statements submission.

Table 2: Schedule of Contractual Service Targets

**The Corporation of the County of Bruce**

Service Target #1	Average Monthly Number of Children Served								
	Infants	Toddlers	Preschoolers	Kindergarten	Up to and including K	Up to and including age 12	School-Age	Recreation	Total
Fee Subsidy	10	33	65	41			45	6	<b>200</b>
Service Target #2	Average Monthly Number of Children Served								
	Infants	Toddlers	Preschoolers	Kindergarten	Up to and including K	Up to and including age 12	School-Age	Total	
Special Needs Resourcing					129		4	<b>133</b>	
Service Target #3	Average Monthly Number of Children Served								
	Infants	Toddlers	Preschoolers	Kindergarten	Up to and including K	Up to and including age 12	School-Age	Total	
Ontario Works-	1	5	9	3			2	20	
Ontario Works- Informal								1	
<b>Total</b>								<b>21</b>	

## **SCHEDULE “H” EXPANSION PLAN TARGETS**

---

The government has made a historic commitment for a major Child Care Expansion Plan (“Expansion Plan”). This plan will create access to licensed child care for 100,000 more children aged 0-4 years old over five years, beginning in 2017.

The ongoing commitment to support the first year of expansion targets (the total commitment agreed upon in your 2017 agreement) is included in the budget schedule. As a result, CMSMs and DSSABs are required to confirm their sustained targets for child care expansion, as well as report information should funding allow for targets to be exceeded.

Please confirm your expansion targets by providing the number of children aged 0-4 years old, excluding children eligible to attend junior kindergarten, supported through the expansion plan to access licensed child care based on the following two priorities (please refer to the Ontario Child Care Service Management and Funding Guideline for details):

1. To support additional fee subsidies; and/or
2. Increased access.

If these priorities cannot be met due to local considerations, the CMSM or DSSAB can work with operators to use this funding to meet their expansion targets by broadly increasing affordability for children aged 0-4 years old. The ministry will work with CMSMs and DSSABs to understand and support their ability to meet the proposed targets as identified in the service agreement.

Should the CMSM or DSSAB not meet the expansion target total by 10% or more and 10 children or more in the aggregate, the Recipient's expansion plan entitlement will be retroactively reduced by 1% of the expansion plan allocation to reflect the underachievement of the expansion target. This one-time funding adjustment will be processed upon review of the 2017 and 2018 year-end financial statements.

**SCHEDULE “H”  
EXPANSION PLAN TARGETS**

**The Corporation of the County of Bruce**

<b>Ongoing Expansion Plan Targets</b>				
<i>In the box below, CMSMs and DSSABs are required to include the expansion targets committed to in the previous year and any increases should ongoing funding allow for it.</i>				
<b>Priorities</b>	<b>Infant</b>	<b>Toddler</b>	<b>Preschoolers*</b>	<b>TOTAL</b>
1. Average Monthly Number of Children Served Through Fee Subsidies	14	24	7	45
2. Number of Children Served Through Increased Access	1	23	71	95
Other: Number of Children Served Through Increased Affordability	0	0	0	0
<b>Total Target</b>	<b>15</b>	<b>47</b>	<b>78</b>	<b>140</b>

*\*Expansion plan funding is for children aged 0-4 years old (excluding children eligible to attend junior kindergarten).*

**SCHEDULE “I”**  
**CANADA-ONTARIO EARLY LEARNING AND CHILD CARE AGREEMENT**  
**TARGETS**

---

Ontario’s Action Plan under the Canada-Ontario Early Learning and Child Care Agreement (ELCC) supports a shared commitment by the Ontario government and federal government to provide investments in early learning and child care to increase quality, accessibility, affordability, flexibility and inclusivity.

As referenced in the Guideline, the Recipient is required to set targets for ELCC investments that reflect ministry priorities and local demand. \$80 million of this investment is to support access to licensed child care for children aged 0-6 years old and \$20 million to support broader system priorities for children aged 0-12 years old.

**CMSMs and DSSABs have the ability to carry forward 10% of their 2018 allocation to December 31, 2019.**

In 2018, ELCC funding is provided to sustain year one’s committed targets (the total commitment agreed upon in your 2017 agreement). CMSMs and DSSABs are required to confirm their sustained targets for ELCC, as well as report information should funding allow for targets to be exceeded.

The ELCC targets for investments for both children 0-6 years old and 0-12 years old should be based on the following three priorities, as well as sustaining previous years increases (please refer to the 2018 Ontario Child Care Service Management and Funding Guideline for details):

1. Additional fee subsidies;
2. Increased access; and/or
3. For children aged 0-6, this funding can also be used to create and support new not for profit community-based capital projects, excluding capital projects for child care programs that run during school hours for kindergarten and school-age children.

If these priorities cannot be met due to local considerations, the CMSM or DSSAB can work with operators to use this funding to meet their ELCC targets by broadly increasing affordability.

Should the CMSM or DSSAB not meet the ELCC targets by 10% or more and 10 children or more in the aggregate, the Recipient's ELCC entitlement and cash flow will be reduced by 1% to reflect the underachievement of ELCC targets. This one-time funding adjustment will be processed upon review of the 2018 year-end Financial Statement submission by the Province.

ELCC targets will be monitored by the Province through a two-step progressive action process:

1. The Province will meet with the Recipient to monitor these targets should they project the inability to meet ELCC targets by year end;
2. The Province will affect a one-time recovery of funds if ELCC targets are not met by year-end as identified to the Province in the Financial Statements submission.

**SCHEDULE "I"**  
**CANADA-ONTARIO EARLY LEARNING AND CHILD CARE AGREEMENT TARGETS**

**The Corporation of the County of Bruce**

<b>2018 ELCC Targets</b>												
Please note the targets for 2018 should include sustaining previous year increases.												
	Infants		Toddlers		Preschoolers		Kindergarten		School-Age		Total	
Priorities	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019
1. Average Monthly Number of Children as a Result of Fee Subsidies	1		1		14		16		18		50	
2. Number of Children Served as a Result of Increased Access	0		7		0		15		0		22	
3. Number of Children Served as a Result of New Not for Profit Community-Based Capital Spaces	0		0		0		0		0		0	
Other: Children Served as a Result of Increased Affordability	0		0		0		0		0		0	
<b>Total Target</b>	<b>1</b>		<b>8</b>		<b>14</b>		<b>31</b>		<b>18</b>		<b>72</b>	



**SCHEDULE “I”  
CANADA-ONTARIO EARLY LEARNING AND CHILD CARE AGREEMENT  
TARGETS**

---

<b>ELCC Not for Profit Community-Based Capital Funding</b>	<b>2018</b>	<b>2019</b>
Please indicated the estimated amount of funding for 0-6 year olds to be used on new not for profit community-based capital spaces.	<b>N/A</b>	<b>N/A</b>

In the box below, please describe how the CMSM or DSSAB will meet the ELCC commitments through **new not for profit community-based capital projects for children aged 0-6**.

Bruce County will not be allocating funds to new not for profit community based capital projects.

As a result of decreased base funding, dollars available have been prioritized and utilized to increase access and provide child subsidy. Further, through dialogue with our partners it has been determined that time restrictions do not fully allow the county’s not for profits to proactively identify projects or plan for their successful implementation.