



The Agreement, effective as of January 1, 2014

BETWEEN:

Her Majesty the Queen in right of Ontario,
as represented by
the Minister of Education
("the Ministry")

– and –

Corporation of the County of Grey
("Recipient")

WHEREAS the **Ministry** has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into the Agreement for the provision of child care, social services, and family support programs (the "Program").

AND WHEREAS the Recipient has agreed to provide child care, social services, and family support programs described in the attached Service Description Schedule(s);

AND WHEREAS the Recipient, is a delivery agent within the meaning of the *Day Nurseries Act R.S.O. 1990, c. D.2*, as amended ("*Day Nurseries Act*") and the *Ontario Works Act S.O. 1997, c. 25*, as amended ("*Ontario Works Act, 1997*").

AND WHEREAS the Recipient previously received funding from the Ministry of Children and Youth Services to deliver the Program detailed in the attached Service Description Schedules;

AND WHEREAS the Ministry of Children and Youth Services shall no longer fund the Program;

And WHEREAS the Ministry of Education shall now fund the Program;

AND WHEREAS this Agreement replaces all previous agreements between the Recipient and the Ministry of Children and Youth Services for the funding of the Program

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

Definitions

1. In the Agreement, the following terms shall have the following meanings:
 - (a) "Agreement" means the agreement entered into between the Ministry and the Recipient and includes all schedules listed in section 25.
 - (b) "Budget Schedule" means the attached Schedule "C" which provides the allocation for the 2014 calendar year.
 - (c) "Ontario Child Care Service Management and Funding Guideline" means the Ministry of Education's policy document of the same title.
 - (d) "Contractual Service Targets Schedule" means the attached Schedule "B" which provides the targets the Recipient is committing to achieving for the 2014 calendar year and the related cost-recovery provision for underachievement of those targets.
 - (e) "Effective Date" means the date set out at the top of the Agreement.
 - (f) "FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.
 - (g) "Funds" means the money the Ministry provides to the Recipient pursuant to the Agreement.
 - (h) "MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.
 - (i) "Ministry Staff" means the staff of the Ministry authorized to exercise the rights and perform the duties of the Ministry under the Agreement.
 - (j) "Notice" means any communication given or required to be given under the Agreement.
 - (k) "Parties" means the Ministry and the Recipient.
 - (l) "Reporting Schedule" means the attached Schedule "D" which provides the due dates for financial reports and the Ministry policy for late filing.
 - (m) "Service Description Schedule" means the attached Schedule "A" which describes the programs provided by the Recipient.

Service

2. (a) Subject to clause 2(b), the Recipient shall provide services in accordance with the attached Service Description Schedule and the Contractual Service Targets Schedule and in accordance with the policies, guidelines and requirements of the Ministry, as communicated to it.

- (b) In the event the Recipient does not receive the budgetary approval from the municipal council or District Social Services Administration Board necessary to provide the service target referred to in clause 2(a), service targets shall be adjusted and Funds shall be reduced in accordance with provincial/municipal cost sharing legislation and regulations.
- (c) For greater certainty, the provisions of the Agreement neither affect nor abnegate the Recipient's obligations and responsibilities under the *Day Nurseries Act*.

Term

- 3. The Agreement will be in force from the Effective Date, until it is superseded or replaced by a subsequent agreement or until it is terminated earlier pursuant to Article 18 or Article 20.

Funds Provided

- 4. (a) The Ministry will pay to the Recipient, for admissible expenditures incurred pursuant to the Agreement, an amount not to exceed the amount stipulated in the Budget Schedule. The Ministry reserves the right to determine the amounts, times and manner of such payments.
- (b) The Parties agree that the funding levels will be provided by the Ministry as a budget schedule on or before the start of the applicable calendar year while the Agreement is in force. In the event the funding levels are not provided by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget for the current fiscal year is approved or the Agreement is terminated.
- (c) The Recipient may transfer Funds according to the financial flexibility parameters set out in the Ontario Child Care Service Management and Funding Guideline.
- (d) It is agreed and understood that the Ministry may withhold payments if the Recipient is in breach of its obligations under the Agreement, including related to financial reporting as set out in the Reporting Schedule.
- (e) If targets are not achieved to the level indicated in the Contractual Service Targets Schedule, the Ministry will request that Funds in an amount reflective of the underachieved targets be returned to the Ministry.

Interest Bearing Account

- 5. If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

Interest

- 6. If the Recipient earns any interest on the Funds:

- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

Rebates, Credits and Refunds

7. The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

Ministry Access and Consultation

8. (a) The Recipient will permit Ministry Staff or such other persons authorized by the Ministry to enter at reasonable times any premises used by the Recipient in connection with the provision of services pursuant to the Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to the Agreement, including records containing personal information within the meaning of FIPPA.
- (b) The Recipient agrees that the staff providing services pursuant to the Agreement will, upon reasonable request, be available for consultation with Ministry Staff.

Service Records and Reports

9. (a) The Recipient will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in the Ministry's "Ontario Child Care Service Management and Funding Guideline", a report respecting the services being provided pursuant to the Agreement, acceptable to Ministry Staff which shall include service data such as statistics on target achievements and such other information as the Ministry requires.
- (b) The Recipient will also prepare and submit to the Ministry, annually, or at any time upon reasonable request, a comprehensive report acceptable to Ministry Staff respecting the services being provided.

Financial Records and Reports

10. (a) The Recipient will maintain financial records and books of account respecting services provided pursuant to the Agreement for each site where service is being provided and will allow Ministry Staff or such other persons authorized by the Ministry to inspect and audit such books and records at all reasonable times both during the term of the Agreement and subsequent to its expiration or termination.

- (b) The Recipient will, unless the Ministry indicates otherwise, submit to the Ministry specified audit procedures and a year-end submission with respect to the services provided pursuant to the Agreement within 120 days of the Recipient's financial year end.
- (c) The Recipient will retain the records and books of account referred to in clause 10(a) for a period of seven (7) years.
- (d) The Recipient will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as the Ministry may require.
- (e) The Recipient will adhere to the financial reporting requirements specified in the attached Reporting Schedule.

Auditor General

- 11. The Ministry's rights under the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 (Special Audits) of the *Auditor General Act, R.S.O. 1990, c.A.35*.

Disposition of Records

- 12. In the event the Recipient ceases operation, it is agreed that the Recipient will not dispose of any records related to the services provided for under the Agreement without the prior consent of the Ministry, which may be given subject to such conditions as the Ministry deems advisable.

Confidentiality

- 13. The Recipient, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Ministry Staff at any time during or following the term of the Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Recipient is a municipality or such other "institution" as defined in MFIPPA, the provisions of such Act with respect to the disclosure or release of information apply.

Access to Information and Protection of Privacy

- 14. (a) The Recipient acknowledges that the Ministry is bound by FIPPA and it is bound by MFIPPA and it undertakes to perform its obligations under the Agreement in a manner that ensures that the Ministry is not in breach of its obligations under FIPPA.

- (b) The Recipient acknowledges that any information provided to the Ministry in connection with the Agreement is subject to disclosure in accordance with FIPPA.
- (c) The Recipient represents and warrants that it shall ensure the protection of the personal information it collects, uses and discloses in providing the services. Without limitation, the Recipient shall:
 - (i) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with the privacy protection provisions of the Agreement;
 - (ii) implement appropriate privacy protection training of employees and contractors who have access to personal information to provide the services;
 - (iii) only collect, use and disclose personal information if necessary to provide the services and comply with its obligations under the Agreement;
 - (iv) not use personal information that was collected for use in providing the services for any other purpose without the informed and voluntary written consent of the individual;
 - (v) obtain any other consents that may be necessary to provide the services and comply with its obligations under the Agreement in compliance with MFIPPA;
 - (vi) limit access to personal information to employees and contractors who need the personal information to provide the services and ensure the Recipient's compliance with its obligations under the Agreement;
 - (vii) before disclosing personal information to employees and contractors, enter into an agreement with them requiring them to be bound by the privacy protection provisions of the Agreement;
 - (viii) ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
 - (ix) ensure that all personal information collected to provide the services will be stored in, remain in and be accessible only within Canada;
 - (x) provide clients with access to their own personal information in accordance with MFIPPA;
 - (xi) ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to provide the services or to comply with the obligations under the Agreement;
 - (xii) ensure that electronic records containing personal information that are no longer needed to provide the services or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
 - (xiii) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
 - (xiv) cooperate with the Ministry and its contractors and auditors in any audit or investigation into a breach of the privacy protection provisions of the Agreement; and
 - (xv) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security

of the records collected, created, used and disclosed in the provision of the services and compliance with the obligations under the Agreement.

Conflict of Interest

15. (a) The Recipient, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Ministry where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services pursuant to the Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Crown relevant to the services where the Ministry has not specifically authorized such use.
- (b) The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- (c) A breach of this section by the Recipient shall entitle the Ministry to terminate the Agreement, in addition to any other remedies that the Ministry has in the Agreement, in law or in equity.

Indemnification

16. The Recipient will, both during and following the term of the Agreement, indemnify and save harmless the Ministry from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Recipient pursuant to the Agreement.

Insurance

17. The Recipient will obtain and maintain in full force and effect during the term of the Agreement, general liability insurance acceptable to the Ministry with a limit of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to the Agreement.

The insurance policy shall,

- (a) include as an additional insured "Her Majesty the Queen in right of Ontario as represented by the Minister of Education" in respect of and during the provision of services by the Recipient pursuant to the Agreement;
- (b) contain a cross-liability clause endorsement; and

- (c) contain a clause including liability arising out of the Agreement.

The Recipient will submit to the Ministry, upon request, proof of insurance.

Termination

- 18. Either party may terminate the Agreement in whole or in part with respect to the provision of any particular service upon sixty (60) days' Notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Consequences of Termination

- 19. If the Ministry terminates the Agreement pursuant to section 18, the Ministry may:
 - (a) cancel all further instalments of Funds; and/or
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

Termination Where No Appropriation

- 20. If, the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

Human Rights Code

- 21. It is a condition of the Agreement and of every agreement entered into pursuant to the performance of the Agreement, that no right under section 5 of the *Human Rights Code R.S.O. 1990 c. H.19* will be infringed. Breach of this condition is sufficient grounds for cancellation of the Agreement.

Disposition

- 22. The Recipient will not sell, change the use, or otherwise dispose, of any asset, item, furnishing or equipment purchased with the Ministry's funds pursuant to the Agreement without the prior written consent of the Ministry, which may be given subject to such conditions as the Ministry deems advisable.

Amendments

- 23. The Agreement may be amended by substitution of the Schedules, duly signed by the Parties to the Agreement.

Non-Assignment

24. The Recipient will not assign the Agreement, or any part thereof, without the prior written approval of the Ministry, which approval may be withheld by the Ministry in its sole discretion or given subject to such conditions as the Ministry may impose.

Schedules

25. All the terms of the Schedules are incorporated into the Agreement except where they are inconsistent with the Agreement. The Agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution and relating to the subject matter of the Agreement.

The Agreement includes the following schedules:

Schedule "A": Service Description Schedule

Schedule "B": Contractual Service Targets Schedule

Schedule "C": Budget Schedule

Schedule "D": Reporting Schedule

Laws

26. (a) The Recipient agrees that the Recipient and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations, codes and orders in respect of the performance of the Agreement.
- (b) Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

Recognition and Awareness of Public Support

27. The Recipient shall acknowledge the Ministry's contribution of funding with respect to the provision of services under the Agreement. The Recipient shall post on its premises any signage provided by the Ministry with respect to the Program. The Ministry reserves the right to waive this requirement.

Notice

28. Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Ministry and the Recipient respectively as set out below:

To the Ministry:

Ministry of Education
24th Floor, Mowat Block, 900 Bay Street
Toronto, Ontario M7A 1L2

Attention:

Pam Musson, Director
Early Years Implementation Branch
Fax: 416-314-7836

To the Recipient:

Corporation of the County of Grey
595 - 9th Avenue East,
Owen Sound, ON N4K 3E3

Attention:

Sharon Vokes
County Clerk

A Party may designate new contacts for Notice by providing Notice to the other Party of the new information in accordance with this Article.

Notice Given

29. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

Postal Disruption

30. Despite clause 29 (a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

Severability of Provisions

31. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

Waivers in Writing

32. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

Independent Parties

- 33. The Recipient acknowledges that it is not an agent, joint-venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a relationship.

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: Pam Musson
Title: Director, Early Years Implementation Branch
Authorized Signing Officer

Corporation of the County of Grey

Date:

* Name: Brian Milne
Title: Warden

Date:

* Name: Sharon Vokes
Title: County Clerk

*I/We have the authority to bind the recipient.

SCHEDULE A: SERVICE DESCRIPTION SCHEDULE

Legislation

The Recipient's expenses for the following services are funded under the *Day Nurseries Act, R.S.O. 1990, c. D.2* ("Day Nurseries Act") or under the *Ministry of Community and Social Services Act, R.S.O. 1990, c. M.20* ("Ministry of Community and Social Services Act").

This schedule outlines the services that the Ministry 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 day nurseries;
- enable parents to work, or undertake training or education leading to employment; and
- provide linkages to other social services.

Ministry Expectations

- The Recipient plans and manages the delivery of child care services and family support programs 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 and family support programs, 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 school boards.
- The Recipient shall provide to the Ministry, from time to time, such information in addition to the service data elements as required for the Ministry to fulfill its provincial policy and standard setting responsibilities.

CHILD CARE FEE SUBSIDIES

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

Legislation: *Day Nurseries Act and Ministry of Community and Social Services Act*

People Served:

- Fee subsidies may be provided to 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. 262 made under the *Day Nurseries Act*.
- Fee subsidies may be provided for children under 10 years of age, or for children up to 12 years of age in special circumstances. Parents of children with special needs may be eligible for fee subsidies for children with special needs under 18 years of age.
- 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 day nursery licensed under the *Day Nurseries Act* with a qualifying ongoing agreement with a school board to provide before and/or after school child care at school sites where the Full-Day Early Learning Kindergarten Program (FDK) must be provided as per O. Reg. 224/10.

Specific Service Provided:

- A fee subsidy is financial assistance provided towards the cost of day nursery services, private-home day care services, children’s recreation programs and extended-day programs, including non-instructional days.

Program Goals:

- Foster early learning and healthy child development by supporting access to child care for 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 a safe, nurturing environment.

ONTARIO WORKS CHILD CARE – FORMAL

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

Legislation: *Day Nurseries Act and Ministry of Community and Social Services Act*

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 10 years of age, or for children up to 12 years of age in special circumstances. Parents of children with special needs may be eligible for children with special needs under 18 years of age.

Specific Service Provided:

- Ontario Works child care may cover the cost of licensed day nursery or private-home day care services for children of Ontario Works participants.

Program Goals:

- Enable Ontario Works participants to work, or engage in employment assistance activities while their children are being cared for in a safe, nurturing environment.

ONTARIO WORKS CHILD CARE- INFORMAL

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

Legislation: *Day Nurseries Act and Ministry of Community and Social Services Act*

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 10 years of age, or for children up to 12 years of age in special circumstances. Parents of children with special needs may be eligible for children with special needs under 18 years of age.

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 Goals:

- Enable Ontario Works participants to work or engage in employment assistance activities. Informal child care provides an additional option for parents requiring more flexible arrangements for part time, short term and irregular care arrangements 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: *Day Nurseries Act and Ministry of Community and Social Services Act*

People Served:

- Families with children enrolled in licensed day nurseries and private-home day care agencies benefit indirectly from the funding.

Specific Service Provided:

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

Program Goals:

- Stabilize and transform the existing child care system to enable higher-quality and consistent services.
- Retain qualified stable staffing and support quality programming.
- Support licensed day nurseries to expand programs for younger age groups.

PAY EQUITY MEMORANDUM OF SETTLEMENT

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

Legislation: *Ministry of Community and Social Services Act*

People Served

- The child care operators and family support 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 family support program's proxy pay equity plan.

Specific Service Provided:

- The *Pay Equity Act* requires employers to make annual adjustments of a minimum of 1% 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: *Day Nurseries Act and Ministry and Community and Social Services Act*

People Served:

- Special needs resourcing may be provided to children with special needs under 18 years of age.

Specific Service Provided:

- Special Needs Resourcing is the provision of staff, equipment, supplies or services for children with special needs in day nurseries or private-home day care, or a place where a children's recreation program is provided.
- 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 a 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 Ministry 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: *Day Nurseries Act and Ministry of Community and Social Services Act*

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 Goals:

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

CAPACITY BUILDING

Expense Name(s): Capacity Building

Legislation: *Ministry of Community and Social Services Act*

People Served:

- Children enrolled in licensed day nurseries and private-home day care agencies benefit indirectly from the funding.

Specific Service Provided:

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

Program Goals:

- To provide professional development opportunities that support:
 - high quality child care programs for children ages 0-12 that are child-centred and provide environments and experiences to engage children in active, creative and meaningful exploration and learning;
 - the health, safety and well-being of children; and
 - capacity in child care program business administration.

TRANSFORMATION

Expense Name(s): Transformation

Legislation: *Ministry of Community and Social Services Act*

People Served:

- Children enrolled in licensed non-profit day nurseries and private-home day care agencies that receive the funding will benefit indirectly.

Specific Service Provided:

- Support one-time business transformation costs for eligible day nursery operators 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 day nurseries in a school or community setting;
 - the relocation of a day nursery to a school or within the community; or,
 - the retrofitting of an existing day nursery to serve younger age groups.
- Business transformation supports include the following one-time expenses:
 - Legal costs (available only to operators that are amalgamating);
 - Lease termination costs (available only to operators that are amalgamating and/or relocating);
 - Moving costs (available only to operators that are merging and/or relocating);
 - Business planning advice;
 - IT upgrades to facilitate internet connectivity for business purposes; and/or
 - Play-based materials and equipment.

Program Goals:

- To support viability and facilitate the transformation of licensed day nursery programs.

SMALL WATER WORKS

Expense Name(s): Small Water Works

Legislation: *Ministry of Community and Social Services Act*

People Served:

- Children enrolled in licensed day nurseries located on small water systems benefit indirectly from the funding.

Specific Service Provided:

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

Program Goals:

- Assist child care operators 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: *Ministry of Community and Social Services Act*

People Served:

- Children enrolled in licensed day nurseries and private-home day care agencies benefit indirectly from the funding.

Specific Service Provided:

- Funding provided through the Recipient to licensed day nurseries or private-home day 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 day nursery operators in the creation of enriching environments that are developmentally appropriate and promote children's exploration and learning through play.

REPAIRS AND MAINTENANCE

Expense Name(s): Repairs and Maintenance

Legislation: *Ministry of Community and Social Services Act*

People Served:

- Children enrolled in licensed day nurseries and private-home day care agencies benefit indirectly from the funding.

Specific Service Provided:

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

Program Goals:

- Assist child care operators in complying with licensing requirements under the *Day Nurseries Act* 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.

CAPITAL RETROFITS

Expense Name(s): Capital Retrofits

Legislation: *Ministry of Community and Social Services Act*

People Served:

- Children up to and including age 4 enrolled in non-profit day nurseries that receive the funding will benefit indirectly.

Specific Service Provided:

- One-time funding provided through the Recipient to non-profit licensed day nurseries for capital retrofits to re-purpose existing licensed programs to serve younger age groups where 4 and 5 year old children are moving to Full-Day Kindergarten.
- To support day nurseries that re-purpose licensed programs to meet licensing requirements under the *Day Nurseries Act*.

Program Goals:

- Support the child care system as it transitions to serve children ages 0-4 during the implementation of Full-Day Kindergarten.

ONTARIO EARLY YEARS CENTRE

Expense Name: Ontario Early Years Centre

Legislation: *Ministry of Community and Social Services Act*

Detail Code: A462

People Served:

- Parents, caregivers and children from ages 0 to 6.
- The early years service community (e.g. early years practitioners).

Specific Service Provided:

- Agencies must provide the delivery of the core services for the Ontario Early Years Centres which are:
 - Early learning for children, such as literacy and interactive learning activities.
 - Parent/caregiver resources and training on topics such as healthy child development.
 - Pre and post natal resources, information and training.
 - Information and referrals to link families with services external to the Centre.
 - Outreach to encourage parent participation.
 - Volunteer co-ordination.
 - Monitoring program effectiveness and tracking community progress in improving child development outcomes.
- Agencies must identify any tailored services which will be provided by the Centre to meet unique community needs, such as supports for children with special needs, or programming for specific populations.
- Agencies must develop formal protocols and official linkages between the Ontario Early Years Centres and the external agencies who provide early years services to children and families.
- Agencies must use provincially-approved “branding” in all of their advertising

Program Goals

- To give Ontario children the best possible start in life, and ensure they are physically and emotionally healthy, safe and secure, ready to learn, and socially engaged and responsible.

EARLY YEARS CHILD DEVELOPMENT - PLANNING

Expense Name(s): Early Years Child Development – Planning

Legislation: *Ministry of Community and Social Services Act*

Detail Code: A525

People Served:

- Children and families participating in early years programs including child care and family support programs benefit indirectly from the funding.

Specific Service Provided:

Early Years Child Development Planning is provided to:

- Build upon existing resources, foster public-private partnerships, facilitate collaborative research, program planning and implementation for early learning and child development.
- Support and strengthen families, enable all children to grow and develop to their full potential, provide high quality, accessible, and affordable early years programs.
- Promote public awareness of the importance of the first years for the well-being of all children.

Early years and child development services are planned and integrated at the local community/neighbourhood level.

Program Goals:

- Provide children with the early support they need for the best possible start in life and help them achieve their full potential as they grow up.
- Provide families with easier access to the services they need at all stages of a child's early development.
- To support services that are sensitive to the social, linguistic and cultural diversity of families and aboriginal communities.

SCHEDULE B: CONTRACTUAL SERVICE TARGET SCHEDULE

In compliance with the Transfer Payment Accountability Directive, there are service targets, called contractual service targets, tied to the child care service agreement to support accountability and facilitate funding recovery. There are three contractual service targets made up of data elements from 3 expense categories- Fee Subsidy, Ontario Works and Special Needs Resourcing.

The Recipient is required to set contractual service targets for each calendar year, which should reflect local demand and priorities.

Should the Recipient not meet all three contractual service targets by 10% or more in the aggregate, the Recipient's entitlement and cash flow will be reduced by 1% for every 10% missed to reflect the underachievement of contractual service targets. This one-time funding adjustment will be processed upon review of the submission by the Ministry.

Contractual Service Targets			
Target	Expense Category	Contractual Target	Description
1	Fee Subsidy	Sum of the total average monthly number of children served	Average monthly number of infants, toddlers, preschoolers, JK, SK, school-aged and recreation children served
2	Special Needs Resourcing	Sum of the total average monthly number of children served	Average monthly number of children served up to and including SK and school aged
3	Ontario Works (Formal and Informal)	Sum of the total average monthly number of children served	Average monthly number of infants, toddlers, preschoolers, JK, SK and school-aged children served

Contractual service targets are monitored by the Ministry through a three-step progressive action process:

1. The Ministry will review the Recipient's Revised Estimates variance report and action plan;
1. The Ministry will meet with the Recipient to monitor these targets should they project the inability to meet contractual service targets by year end;
2. The Ministry will affect a one-time recovery of funds if contractual service targets are not met by year-end as identified to the Ministry in the Financial Statements submission.

Table 2: Schedule of Contractual Service Targets

Corporation of the County of Grey

Service Target #1	Average Monthly Number of Children Served									
	Infants	Toddlers	Preschoolers	JK	SK	Up to and including SK	Up to and including age 12	School-Age	Recreation	Total
Fee Subsidy	44	110	194	94	95			262	25	824
Service Target #2	Average Monthly Number of Children Served									
	Infants	Toddlers	Preschoolers	JK	SK	Up to and including SK	Up to and including age 12	School-Age	Recreation	Total
Special Needs Resourcing						114		0		114
Service Target #3	Average Monthly Number of Children Served									
	Infants	Toddlers	Preschoolers	JK	SK	Up to and including SK	Up to and including age 12	School-Age	Recreation	Total
Ontario Works-Formal	1	1	1	1	1			1		6
Ontario Works- Informal										3
Total										947

SCHEDULE C: BUDGET SCHEDULE

2014 Calendar Year Allocation Corporation of the County of Grey

2014 Child Care Allocation Summary	2014 Allocation
Core Services Delivery Operating Allocation	
<i>Core Services Delivery - 100%</i>	601,860
<i>Core Services Delivery - Cost Share Requirement 80/20</i>	3,352,852
<i>Core Services Delivery - Cost Share Requirement 50/50 - Administration</i>	140,220
<i>Core Services Delivery</i>	4,094,932
Special Purpose Operating Allocation	
Language	62,008
Aboriginal	15,616
Cost of Living	148,219
Rural/Remote	630,548
FDK Transition	248,900
Transformation	35,381
Capacity Building	33,932
Small Water Works	12,815
Territory Without Municipal Organization (TWOMO) - Child Care	-
Repairs and Maintenance	14,417
Utilization Adjustment	(115,126)
Capping Adjustment	-
<i>Total Special Purpose</i>	1,086,709
Total Operating Allocation	5,181,641
Child Care Capital	
<i>Capital Retrofits</i>	44,910
Total Allocation	\$ 5,226,551

Family Support Programs:	CMSM/DSSAB Minimum Cost Share Requirement	Ministry of Education Contribution
<i>A462 - Ontario Early Years Centres</i>	-	708,102
<i>A525 - ECD Planning - Regular</i>	-	21,700
<i>A525 - ECD Planning - Aboriginal</i>	-	1,800
Family Support Allocation	\$ -	\$ 731,602

Total Contract	\$ 5,958,153
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SCHEDULE C: BUDGET SCHEDULE CONTINUED

Available amount for 2013 Capital Carry-Forward (as per 2013 Revised Estimates)*	\$	-
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**amount subject to change as per 2013 Financial Statements*

Expenditure Benchmarks:

Child Care Administration - Maximum Allowable Expenditure (10% of Total 2014 Allocation less TWOMO)	\$	522,655
Special Needs Resourcing - Minimum Required Expenditure (4.1% of total allocation less TWOMO)	\$	214,289

2014 Child Care Allocation by Cost Sharing Components	CMSM/DSSAB Minimum Cost Share Requirement	Ministry of Education Contribution
<i>Cost Share Requirement - 100/0</i>	-	1,733,479
<i>Cost Share Requirement - 80/20</i>	838,213	3,352,852
<i>Cost Share Requirement - 50/50</i>	140,220	140,220
Total 2014 Respective Contributions	\$ 978,433	\$ 5,226,551
2013 Minimum Cost Share Requirement		978,433
<i>% Change From 2013</i>		0.0%

SCHEDULE D: REPORTING SCHEDULE

The Recipient must provide the following submissions to the Ministry as per the following cycle:

Submission Type	Due Date
Service Agreement	March 14, 2014 *
Estimates	March 31, 2014*
Revised Estimates	August 29, 2014
Financial Statements	May 30, 2015

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

Policy for Late Filing

The policy for late filing is applicable to the following four submissions required by the Ministry:

1. Service Agreement
2. Estimates
3. Revised Estimates
4. Financial Statements

Where the Recipient files any submission after the filing deadline, its regular monthly cash flow will be reduced progressively as follows until the submission has been received:

- If the submission is not received by the Ministry within 30 days after the filing deadline, the Ministry will inform the Recipient that the submission is overdue.
- 31-60 days = 2% of the total annual allocation.
- Greater than 61 days = 5% of the total annual allocation.

Upon receipt of the late submission, the Ministry will revert back to the Recipient's regular monthly cash flow and will include in the monthly payment the total amount withheld up to that point.