

THE AGREEMENT effective as of the 1st day of January, 2015

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 Grey

(the “Recipient”)

BACKGROUND:

WHEREAS the Province has the authority pursuant to the legislation indicated in the attached Schedule “A” (Service Description Schedule(s)) to enter into this Agreement which is for the provision of child care, social services, and family support programs.

AND WHEREAS the Recipient has agreed to provide child care, social services, and family support programs as described in the attached Schedule “A” (Program 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, (“*Day Nurseries Act*”) and the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Sched. A, (“*Ontario Works Act, 1997*”).

AND WHEREAS the Recipient, is a delivery agent within the meaning of the *Ministry of Community and Social Services Act*, R.S.O. 1990, c. M. 20 (“*MCSSA*”).

AND WHEREAS the 2014 Child Care and Family Support Program Agreement between the Recipient and the Province effective January 1, 2014 is superseded by this Agreement (the 2015 Child Care and Family Support Program Agreement).

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:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 **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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 31.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

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

“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 14.1.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31*, as amended.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 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 amount identified as “Total Contract” 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, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the undertaking described in Schedule “A”.

“Reports” means the reports described in Schedule “D”.

“Timelines” means the Program schedule set out in Schedule “A”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance 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;
- (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 shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

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

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available, and a policy on conflict of interest, for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Program successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** 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 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROGRAM

4.1 **Funds Provided.** The Province shall:

- (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 “C”; 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.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2;
- (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 provided by the Recipient pursuant to section 7.1; and
- (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 the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Program. The Recipient shall:

- (a) carry out the Program in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program; and
- (c) spend the Funds only in accordance with the Budget.

4.4 No Changes. The Recipient shall not make any changes to the Program, the Timelines, or the Budget without the prior written consent of the Province.

4.5 Interest Bearing Account. If the Province provides Funds to the Recipient prior to the Recipient’s immediate need for the Funds, the Recipient shall place the Funds in a separate interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 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 repayment of an amount equal to the interest.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 28.1, if the Recipient acquires goods, services, or both with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall 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 **\$1,500,000** at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, 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.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (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.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule “D”, or in a form as specified by the Province from time to time;
 - (b) submit to the Province at the address provided in section 18.1, 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.
- 7.2 **Record Maintenance.** The Recipient shall 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.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own 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, its authorized representatives or an 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 7.2;
 - (b) remove any copies made pursuant to section 7.3(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.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized

representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, including written, oral, or visual, relating to the Program, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.
- 9.2 **Disclosure.** The Recipient acknowledges that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement is subject to disclosure in accordance with FIPPA.
- 9.3 **Protection of Privacy.** The Recipient represents and warrants that it shall protect privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, and its privacy policy described in section 2.3(a). Without limitation, the Recipient shall:
- (a) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
 - (b) make the designated privacy officer aware of the privacy protection provisions of the Agreement;
 - (c) implement appropriate privacy protection training of employees and contractors who have access to personal information to deliver the

Program;

- (d) only collect, use and disclose personal information if necessary to deliver the Program and comply with its obligations under the Agreement;
- (e) ensure that all personal information collected in connection with the Program, including contact information, is accurate and up to date;
- (f) at the earliest opportunity, provide notice of collection, if required, and obtain and retain any consents that may be necessary to deliver the Program and comply with its obligations under the Agreement in compliance with FIPPA, MFIPPA or PIPEDA, if applicable, and the Recipient's privacy policy;
- (g) not use personal information that was collected for use in delivering the Program for any other purpose without the informed and voluntary written consent of the individual;
- (h) limit access to personal information to employees and contractors who need the personal information to deliver the Program and ensure the Recipient's compliance with its obligations under the Agreement;
- (i) before disclosing personal information to employees and contractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- (j) 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;
- (k) provide individuals with access to their own personal information in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, and the Recipient's privacy policy;
- (l) ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Program or to comply with the obligations under the Agreement;
- (m) ensure that electronic records containing personal information that are no longer needed to deliver the Program or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- (n) notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
- (o) cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy protection provisions of the

Agreement; and

- (p) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province 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 delivery of the Program and compliance with the obligations under the Agreement.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to 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 Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, 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 two million dollars (\$2,000,000) per occurrence. The policy shall 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, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment 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 the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(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 by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment 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 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall 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 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, 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;
 - (d) the Recipient ceases to operate.
- 14.2 **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 all further instalments of Funds;
 - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand the repayment of an amount equal to any Funds the Recipient

used, but did not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(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 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, 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 the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

- 17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the funds 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.
- 17.2 **Debt Due.** If, pursuant to the Agreement:
- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,
- such Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.
- 17.3 **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.
- 17.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

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
Email: Pam.Musson@Ontario.ca

To the Recipient:

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

Attention: Barb Fedy
Director of Social Services

Fax: 519-376-5640
Email: barb.fedy@grey.ca

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(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 email, personal delivery or by fax.

18.4 **Despite Section 18.2.** Despite section 18.2, if either Party receives a Notice on a non-Business Day, or after 5 p.m. on a Business Day, the Notice shall be deemed to have been received on the next Business Day.

**ARTICLE 19
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

20.1 **Invalidity or Unenforceability of Any Provision.** 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.

**ARTICLE 21
WAIVER**

- 21.1 **Waivers in Writing.** 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.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall 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.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 23.2 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and shall 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.

**ARTICLE 26
JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE**

- 27.1 **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.

**ARTICLE 28
BPSAA**

- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 29
ACKNOWLEDGEMENT OF OTHER LEGISLATION**

- 29.1 **Recipient Acknowledges.** The Recipient acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario).

**ARTICLE 30
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 30.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (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.

ARTICLE 31 SCHEDULES

31.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” - Program Description;
- (b) Schedule “B” - Budget;
- (c) Schedule “C” - Payment;
- (d) Schedule “D” – Reports; and
- (e) Schedule “E” – Contractual Service Targets

ARTICLE 32 SURVIVAL

32.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1 and any other applicable definitions, section 4.2(d), 4.6, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 10, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 20, section 23.2, Article 24, Article 26, Article 27, Article 29, Article 30, Article 31, Article 32, and Article 34.

ARTICLE 33 COUNTERPARTS

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

ARTICLE 34 ENTIRE AGREEMENT

34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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**

Name: Pam Musson
Title: Director, Early Years Implementation Branch

Date

The Corporation of the County of Grey

Print Name:
Print Title:

Print Date

Print Name:
Print Title:

Print Date

I/We have authority to bind the Recipient.

SCHEDULE A: PROGRAM 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 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. 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.

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, 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: *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, 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 Goals:

- Enable Ontario Works participants to work, or engage in employment assistance activities while their children are being cared for in high quality child care 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: *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 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: *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:

- 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.

WAGE ENHANCEMENT

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

Legislation: *Ministry of Community and Social Services Act*

People Served:

- Child care wage enhancement funding and the home child care enhancement grant are available to eligible child care program staff whose positions can be counted toward adult to child ratios under the Day Nurseries Act (DNA) working in all licensed child care centres as well as licensed Private Home Day Care (PHDC) home visitors and providers including:
 - Registered Early Childhood Educators (RECEs);
 - program staff;
 - supervisors;
 - private home day care visitors; and
 - private home day care providers.

Specific Service Provided:

- The wage enhancement is provided to increase salaries and benefits of eligible program staff working in child care centres and PHDC home visitors.
- The home child care enhancement grant supports an increase in daily rate payments made to PHDC 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 operators ability to retain RECEs and non-RECE program staff.
- To reduce poverty by supporting greater employment and income security.

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 children's recreation program.
- 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 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: *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 child care operators 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: *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: BUDGET SCHEDULE

2015 Calendar Year Allocation

The Corporation of the County of Grey

2015 Child Care Allocation Summary	2015 Allocation
Core Services Delivery Operating Allocation	
<i>Core Services Delivery - 100/0</i>	708,933
<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>	4,202,005
Special Purpose Operating Allocation	
Language	64,519
Aboriginal	16,247
Cost of Living	152,005
Rural	596,219
FDK Transition	293,750
Transformation	27,952
Capacity Building	34,217
Repairs and Maintenance	14,251
Utilization Adjustment	(25,561)
Capping Adjustment	-
<i>Total Special Purpose</i>	1,173,599
Total Operating Allocation	5,375,604
Child Care Capital	
<i>Capital Retrofits*</i>	41,272
Other Allocations	
<i>Small Water Works</i>	12,815
<i>Territory Without Municipal Organization (TWOMO) - Child Care</i>	-
<i>Wage Enhancement</i>	537,064
Total	\$ 5,966,756

Family Support Programs:	Ministry of Education Contribution	CMSM/DSSAB Minimum Cost Share Requirement
<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	\$ 6,698,358
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SCHEDULE B: BUDGET SCHEDULE CONTINUED

*Available amount for 2014 Capital Carry-Forward (as per 2014 Revised Estimates)¹	\$	44,910
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¹ amount subject to change as per 2014 Financial Statements

Expenditure Benchmarks:

Child Care Administration - Maximum Allowable Expenditure (10% of Total 2015 Allocation less TWOMO and Wage Enhancement)	\$	542,969
Special Needs Resourcing - Minimum Required Expenditure (4.1% of total allocation less TWOMO and Wage Enhancement)	\$	222,617

	Ministry of Education Contribution	CMSM/DSSAB Minimum Cost Share Requirement
2015 Child Care Allocation by Cost Sharing Components		
<i>Cost Share Requirement - 100/0</i>	<i>2,473,684</i>	<i>-</i>
<i>Cost Share Requirement - 80/20</i>	<i>3,352,852</i>	<i>838,213</i>
<i>Cost Share Requirement - 50/50</i>	<i>140,220</i>	<i>140,220</i>
Total 2015 Respective Contributions	\$ 5,966,756	\$ 978,433
2014 Minimum Cost Share Requirement		978,433
% Change From 2014		0.0%

SCHEDULE C: PAYMENT SCHEDULE

As identified in the *2015 Ontario Child Care Service Management and Funding Guideline*, monthly cash flow percentages will be based upon the total 2015 maximum funds divided by 12 months

<u>Payment Month</u>	<u>Amount of Maximum Funds</u>
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 and Estimates submission are received. The Ministry automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions.

SCHEDULE D: REPORTS SCHEDULE

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

Submission Type	Due Date
Service Agreement	March 13, 2015 *
Estimates	March 31, 2015*
Revised Estimates	August 31, 2015
Financial Statements	May 31, 2016

*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, 2015, unless an extension has been granted), the Ministry will stop all payments to the CMSM or DSSAB until the signed agreement is submitted.
- Where a CMSM or DSSAB files **Estimates, Revised Estimates, or Financial Statements** after the filing deadline, the Ministry will take the following action 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 CMSM/DSSAB that the submission is overdue.
 - After 31 days, cash flow will be reduced by 50 percent of their monthly payment. The Ministry will work with the CMSM or DSSAB to discuss any challenges with providing the information and to offer support.
- Upon submission of Ministry requirements, the Ministry will revert back to the normal monthly payment process and will include in the monthly payment the total amount withheld up to that point.
- Should a CMSM or DSSAB have any outstanding submissions the Ministry may exercise its discretion by not providing funding in the subsequent calendar year.

SCHEDULE E: 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 the recovery of funds where required. There are three contractual service targets 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 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 children served in infant, toddler, preschool, JK, SK, school-aged and recreation programs
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;
2. The Ministry will meet with the Recipient to monitor these targets should they project the inability to meet contractual service targets by year end;
3. 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

The 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										
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	Total	
Special Needs Resourcing										
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	Total	
Ontario Works-Formal										
Ontario Works- Informal										
Total										