



COMMUNITY SERVICES COMMITTEE

Wednesday, June 15, 2022

AGENDA

1. Call to order.
2. Roll call.
3. Disclosure of pecuniary interest and general nature thereof.
4. Adoption of minutes of previous meeting held on May 11, 2022 and joint meeting of Development and Property Committee and Community Services Committee held on May 25, 2022.
5. Community Services Department Page
 - a) Department Report 3
 - b) Ontario Works Division Report 4
 - c) Child Care and Early Years Division Report 6
6. New Business.
7. Closed Meeting – None at time of mailing.
8. Date of next meeting (Wednesday, August 10, 2022) and adjournment.

NOTE: a) **County Council: Wednesday, June 29, 2022.**

- b) Submissions received from the public, either orally or in writing may become part of the public record.

Strategic Plan

Strategic Plan Goal # 1: To inform the Federal and Provincial government on our unique needs so that Renfrew County residents get their “fair share”.

Initiatives:

- (a) Create s strategic communications plan**
- (b) Identify and advocate for issues important to the County of Renfrew.**

Strategic Plan Goal # 2: Fiscal sustainability for the Corporation of the County of Renfrew and its ratepayers.

Initiatives:

- (a) Commitment from Council supporting principles within the Long-Term Financial Plan**
- (b) Establish Contingency Plan to respond to provincial and federal financial pressures and opportunities beyond the Long-Term Financial Plan.**

Strategic Plan Goal # 3: Find cost savings that demonstrate our leadership while still meeting community needs.

Initiatives:

- (a) Complete community needs assessment**
- (b) With identified partners implement plan to optimize service delivery to the benefit of our residents.**

Strategic Plan Goal # 4: Position the County of Renfrew so that residents benefit from advances in technology, to ensure that residents and staff have fair, affordable and reasonable access to technology.

Initiatives

- (a) Ensure that the County of Renfrew is top of the list for Eastern Ontario Regional Network funding for mobile broadband**
- (b) Lobby for secure and consistent radio systems for first responders and government**
- (c) Put a County of Renfrew technology strategy in place.**

COUNTY OF RENFREW
COMMUNITY SERVICES REPORT

TO: Community Services Committee
FROM: Laura LePine, Director of Community Services
DATE: June 15, 2022
SUBJECT: Department Report

1. Ontario Works Division Report

Attached as Appendix I is the Ontario Works Division Report prepared by Ms. Andrea Patrick, Manager of Ontario Works, providing an update on activities.

2. Child Care and Early Years Division Report

Attached as Appendix II is the Child Care and Early Years Division Report, prepared by Ms. Judy Mulvihill, Manager of Child Care and Early Years Services, providing an update on activities.

ONTARIO WORKS REPORT

Prepared by: Andrea Patrick, Manager of Ontario Works

Prepared for: Community Services Committee

June 15, 2022

INFORMATION

1. Electronic Document Management [Strategic Plan Goal #3 (b)]

The Ministry of Children, Community and Social Services (MCCSS) has been implementing measures to modernize social assistance delivery in Ontario. The goal is to introduce technological enhancements coupled with legislative changes to make the application process and delivery of social assistance as streamlined and accessible as possible. The Ministry aims to lessen the administrative efforts of front-line staff and allow instead for more high impact activities with clients. Electronic Document Management (EDM) is one of the Ministry's modernization initiatives that we will be moving forward with over the next few months.

The Ministry's intent is to have social assistance offices rely less on paper documents, and instead have documents received electronically via computer based and mobile apps, such as My Benefits. EDM will reduce the amount of time spent on document management functions, will create opportunities for enhanced service delivery, free up time for active case management functions, and enable staff to issue benefits efficiently to ensure clients get the supports and services they need when they need them. The process will involve having current hard copy recipient files transformed digitally, thereby alleviating the need to maintain and store physical client files.

To facilitate the digitization of both master client files and ongoing daily client documentation and to load these documents into the Ministry software Social Assistance Management System (SAMS) database for retrieval by staff, a third party needs to be retained. Nimble Information Strategies is the vendor of record for the province and was selected through a competitive process in keeping with provincial procurement policies and requirements. Nimble is experienced in EDM implementation

having completed all of the provincial Ontario Disability Support Program (ODSP) offices as well as many municipal Ontario Works (OW) sites. The province has vetted and qualified Nimble with regard to privacy, data protection/security, and its ability to meet standards around social assistance delivery. Nimble will continue to work with MCCSS to ensure that the software is updated and in sync with the continual updates that occur in SAMS, and that the technical specifications are standard across OW and ODSP for ease of client transfer between programs and across municipalities.

Nimble has provided a budgetary quote in the amount of \$20,621.00 as an initial one-time expense to pick up, transport, and digitize all active County of Renfrew Ontario Works client files. In addition, there is an ongoing expense quote of \$24,733.46 per year for ongoing daily digitalization of OW client documents that are received in all County of Renfrew Community Services offices, including the ongoing rental and servicing of four Daily Digital Scanner devices to be housed at each of the office locations. It is noted that this quote is within the budgeted amount for EDM in the 2022 OW budget allocation of \$96,000.00.

OW staff will be trained on the EDM processes throughout the summer, and a go-live date for electronic document management and digitization of client documents will commence in September 2022.

CHILD CARE AND EARLY YEARS REPORT

Prepared by: Judy Mulvihill, Manager of Child Care and Early Years Division

Prepared for: Community Services Committee

June 15, 2022

INFORMATION

1. **Annual Early Childhood Education Professional Development Day
[Strategic Plan Goal # 3 (b)]**

On May 13, 2022, the Child Care and Early Years Division hosted its ninth Annual Early Childhood Education Professional Development Day. This day took place virtually and included over 300 participants in the licensed child care and early years sector in Renfrew County. Plans for the 2023 in person Professional Development Day are already underway.

2. **New Child Care Supervisor [Strategic Plan Goal # 3 (b)]**

Amanda Kutchkoskie was the successful candidate for the new contract position, Child Care Supervisor. With over 15 years of experience in the Child Care and Early Years Division she brings a breadth of experience as she has worked in various positions within the Division. She began her career with the division in 2007, as an Integration Coordinator, when Special Needs Resource Funding was first introduced, to support the licensed Child Care Centres. A decade later, Amanda successfully implemented Licensed Home Child Care in 2017. Amanda has also acted in the Eligibility Coordinator role prior to being selected as the new Child Care Supervisor.

RESOLUTIONS

3. **CWELCC Purchase of Service Agreement [Strategic Plan Goal # 3 (b)]**

Recommendation: THAT the Community Services Committee recommends to County Council the approval of the purchase of service agreement to enter into an agreement with Licensed Child Care Providers for the purpose of opting into the Canada-Wide Early Learning and Child Care (CWELCC) System.

Background:

Licensed Child Care Agencies will be required to follow the Addendum to the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (2022).

Attached as Appendix CC-I is the Purchase of Service Agreement to enter into an agreement with Licensed Child Care Providers for the purpose of opting into the Canada Wide Early Learning and Child Care (CWELCC) System.

BY-LAWS**4. Amendment to By-law 50-17 - County of Renfrew New License Home Agreement [Strategic Plan Goal # 3 (b)]**

Recommendation: THAT the Community Services Committee recommends to County Council that By-law No. 50-17 authorizing the County of Renfrew to enter into an agreement with Licensed Home Child Care service providers, be amended to enter into an agreement with Stephanie Grenon (located in Eganville).

Background:

Since 2018, the County of Renfrew has been licensed by the Ministry of Education to operate a Licensed Home Child Care Agency. Currently, there are five homes operating with 24 full-time children. One home resides in Arnprior, three homes are in Pembroke, and the fifth home is in Eganville.

Attached as Appendix CC-II is the By-law to amend By-law 50-17 authorizing the County of Renfrew to enter into an agreement with Licensed Home Child Care providers, as well as the Funding Agreement with Stephanie Grenon.

5. Special Needs Resourcing Agreements [Strategic Plan Goal # 3 (b)]

Recommendation: THAT the Community Services Committee recommends to County Council that By-law No. 14-15 authorizing the County of Renfrew to enter into an agreement with child care agencies and recreation programs for special needs resourcing funding, be amended to enter into a special needs resourcing agreement with the following child care agencies:

- Bonnechere Algonquin First Nation
- Centre éducatif Coeur des Jeunes

Background:

A Service Agreement with Bonnechere Algonquin First Nation was approved at County Council on November 24, 2021, and a Special Needs Resourcing Agreement is required for the purpose of offering inclusive child care within the new licensed child care centre in Herman Street Public School in Petawawa, Ontario.

A new licensed child care centre addition to Herman Street Public School is expected to be completed August 2022. This site is projected to be licensed for 88 child care spaces (10 infant, 30 toddler, 48 preschool). Bonnechere Algonquin First Nation has been operating the very successful County of Renfrew Indigenous Bonnechere Inòdewiziwin Abinòdjìnjish Kikinàmàgan (BIAK) EarlyON program in Renfrew County since January 2018.

- Effective September 1, 2022, Centre éducatif Coeur des Jeunes will be directly operating the daycare located in l'Équinoxe school in Pembroke. This will result in the termination of the special needs agreement with Conseil de école publiques de l'Est de l'Ontario - Centre éducatif l'Équinoxe effective August 31, 2022.

Attached as Appendix CC-III is the By-law to amend By-law 14-15 authorizing the County of Renfrew to enter into an agreement with child care agencies and recreation programs for special needs resourcing funding for the purpose of special needs resourcing agreement, as well as the special needs resourcing agreements with the following child care agencies:

- Bonnechere Algonquin First Nation
- Centre éducatif Coeur des Jeunes

6. Service Agreement with Centre éducatif Coeur des Jeunes [Strategic Plan Goal # 3 (b)]

Recommendation: THAT the Community Services Committee recommends to County Council that By-law No. 13-15 authorizing the County of Renfrew to enter into an agreement with Licensed Child Care Providers for the purpose of child care services, be amended to enter into an agreement with Centre éducatif Coeur des Jeunes for the purpose of directly operating the child care centre located in l'Équinoxe school, Pembroke, Ontario.

Background:

Effective September 1, 2022, Centre éducatif Coeur des Jeunes will be directly operating the daycare located in l'Équinoxe school in Pembroke, Ontario. This will result in the termination of the service agreement with Conseil de école publiques de l'Est de l'Ontario - Centre éducatif l'Équinoxe effective August 31, 2022.

Attached as Appendix CC-IV is the By-law to amend By-law 13-15 authorizing the County of Renfrew to enter into an agreement with Licensed Child Care Providers for the purpose of child care services, as well as the Service Agreement with Centre éducatif Coeur des Jeunes.

**CANADA-WIDE EARLY LEARNING AND CHILD CARE (CWELCC)
PURCHASE OF SERVICES AGREEMENT**

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the “County”)**

-and-

**Licensed Provider
(the “Licensee”)**

WHEREAS the County has been appointed by the Province of Ontario as a Consolidated Municipal Service Manager pursuant to the *Child Care and Early Years Act, 2014* (the “Act”) in respect of the provision of community services under the Act;

AND WHEREAS the Licensee has agreed to participate in the Canada-Wide Early Learning and Child Care System (“CWELCC System”);

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the Act and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the Act or Regulations shall have the same meaning as in the Act or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time, by agreement of the parties, in writing.

“County Staff” means the staff of the County authorized to exercise the rights and perform the duties of the County under this Agreement.

“Licensee” means **Licensed Provider Legal Name - Daycare Name**, providing services in whole or in part under this Agreement.

“Base Fee” means any fee or part of a fee that is charged in respect of a child for child care, including anything that the Licensee is required to provide under the Act.

“CWELCC System” means the Canada-Wide Early Learning and Child Care System for

early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.

“Eligible Child” means any child under six years old; and up until June 30 in a calendar year, any child who (a) turns six years old between January 1 and June 30 in that calendar year, and (b) is enrolled in a licensed infant, toddler, preschool or kindergarten group, a licensed family age group, or home child care, as defined in the Act. The term “Eligible Children” is the plural of the term “Eligible Child”.

“Funds” means the money the Ministry provides to the County to allocate pursuant to the CWELCC System.

“Licensee” means a home child care agency or child care centre-based operator as defined in the Act.

“Non-base Fee” means any fees charged for optional items or optional services, such as transportation or field trips, or any fees charged pursuant to an agreement between the parent and the Licensee in respect of circumstances where the parent fails to meet the terms of the agreement (e.g. fees for picking up a child late, fees to obtain items that the parent agreed to provide for their child but failed to provide), as defined in the Act.

2. Term

- a) This Agreement shall be in force from **Month Day, Year**, until such time as it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect. In the event of termination of this Agreement, the Licensee will refund forthwith to the County any monies advanced by the County to the Licensee and not expended by the Licensee in accordance with the provisions of this Agreement.

3. Licensed Child Care Operator Participation

- a) The Licensee must demonstrate financial viability to the County. The Licensee must operate in accordance with this Agreement, the Act and the regulations made thereunder, as well as the requirements outlined by the County. The Licensee must maintain existing (pre-CWELCC System Announcement on March 28, 2022) licensed spaces for Eligible Children. The Licensee may not convert any existing spaces for Eligible Children to other age groups (e.g., converting infant spaces to toddler, or infant spaces to kindergarten) in 2022.
- b) The Licensee agrees that it must:
 - i. Licensees applying to participate in the CWELCC System are required under O.Reg.137/15 to communicate to all parents and staff when a decision is made by the County within 14 days of the County notification of their approval or denial.

- ii. complete the annual *Licensed Child Care Operations Survey*, as required under section 77 of O. Reg. 137/15 in order to continue to receive funding under the CWELCC System.
- iii. reduce and refund Base Fees in accordance with O. Reg.137/15.
- iv. The Licensee is required to keep an electronic or hard copy of this Agreement at the child care centre or home child care agency, and make it available for Ministry inspection.
- v. maintain their licence in good standing in accordance with the Act.

4. Funding Considerations

- a) Funding amounts to be provided to the Licensee will be determined at the discretion of the County based on assessments by the County of actual costs.
- b) It is agreed that the Licensee is required to:
 - i. use CWELCC System Funds to support CWELCC System objectives in accordance with this Agreement, applicable legislation, regulations, and applicable guidelines requirements provided to the Licensee.
 - ii. return CWELCC System Funds to the County where Funds are not used in accordance with the requirements established by the County that apply to Licensee.
 - iii. provide detailed financial or other information related to their child care operations as may be, from time to time, requested by the County for review and consideration.
- c) Information submitted by the Licensee for eligibility and reasonability of expenditures will be subject to review as part of the County's funding and reconciliation process. The County reserves the right to:
 - i. determine eligibility and reasonability of the Licensee's revenues, and expenses, based on CWELCC System funding requirements provided to the Licensee and to adjust funding provided based on the County's review;
 - ii. review and to confirm that the Licensee did not charge fees for Eligible Children higher than the fees at which it was capped after March 27, 2022, (unless the fees were communicated to parents prior to March 27, 2022);
 - iii. deny funding for expenses, or to only pay what is deemed to be reasonable, as determined by the County in its sole discretion;

- iv. deny funding for expenditures arising from transactions not conducted at arms- length;
 - v. deny funding for ineligible expenditures, based on applicable provincial guidelines and parameters;
 - vi. determine the amount of funding that can be spent by the Licensee on administration expenses;
 - vii. deny funding for administration expenditures above what has been determined as reasonable by the County for each the Licensee;
 - viii. require the Licensee to seek approval of the County if additional administration funding is required by the Licensee above what is permitted;
 - ix. determine, in its sole discretion, if the Licensee's operation in child care for Eligible Children is sustainable and financially viable;
 - x. verify that increases to Base and Non-base Fees for the care of Eligible Children were permitted in accordance with O. Reg. 137/15, (e.g., a fee increase must be communicated to families/parents prior to March 27, 2022); and
 - xi. verify that the Licensee is maintaining the spaces for Eligible Children for which they are receiving funding to reduce Base Fees (e.g., a licensed infant space must remain an infant space) along with the right to recover funding from the Licensee as determined by the County;
- d) The Licensee must report to the County any revisions to capacity or use of alternate capacity for child care spaces currently licensed for ages 0-5.
 - e) The Licensee must not close for more than 2 consecutive weeks and must not close for more than 4 weeks within a calendar year while the Licensee is receiving funding from the CWELCC System. Full Base Fees cannot be charged by the Licensee for any closure beyond the timelines, or such other timelines as the County, in its sole discretion, deems appropriate.
 - g) The County may further limit the allowable period of closure as referred to in subparagraph e) above as it sees fit.
 - h) The County shall not be obligated to make payment to the Licensee if the County does not receive any funding from the Province of Ontario, or sufficient funding to pay the Licensee for the services provided pursuant to this Agreement.

5. Fee Reduction

- a) The Licensee's Base Fees must be determined in accordance with the requirements set out in O. Reg. 137/15 under the Act.
- b) The Licensee must reduce Base Fees for Eligible Children only. The term 'Eligible Children' is defined in O. Reg. 137/15.
- c) The Licensee is required to provide a refund to parents where a Base Fee higher than the reduced Base Fee is charged for a Child, retroactive to the Licensee's CWELCC System enrolment date and for any period after the CWELCC enrolment date where excess Base Fees have been prepaid.
- d) Licensed home child care agencies participating in the CWELCC System must ensure that home child care providers charge parents of Eligible Children a Base Fee determined in accordance with O. Reg. 137/15, which applies to children who are agency placed and those children that are privately placed in the provider's care.
- e) 31 days after the Licensee is notified by the County of their enrolment date, the Licensee cannot charge a Base Fee that is higher than the applicable Base Fee for an Eligible Child.
- f) 60 days after the Licensee is notified by the County of their enrolment date, the Licensee is required to provide refunds to parents for any fees paid that were higher than the reduced Base Fees paid. For any higher Base Fees that were prepaid for a period after the enrolment date, and any refunds related to reductions in parental contributions for families in receipt of fee subsidy for the applicable period.
- g) The County has the right to determine an initial Base Fee in the case where the capped fee does not include all the components required to be included in a Base Fee under O. Reg. 137/15, or to exclude components that should not be part of a Base Fee, all at the sole discretion of the County.
- h) Licensees acknowledge that the County has the right to review a Licensee base fee and may require Licensee to adjust the base fee as determined by the County.
- i) The Licensee must ensure that components that should be captured by the definition of Non-Base Fees under O. Reg. 137/15 should not be included as a component of Base Fees.
- j) The Licensee is required to maintain the reduced Base Fees until they are either required to reduce them again, or they are no longer participating in the CWELCC System.
- k) In the case where the Licensee is a corporation, and shares of the corporation are transferred, the Licensee continues to be bound by the requirements of O. Reg. 137/15 relating to Base Fees and Non-base Fees. In the case where the Licensee

sells some or all of its assets and ceases to be licensed, the purchasing corporation or other person or entity must, where it wishes to provide the services being provided by the Licensee, apply for a licence under the Act and may submit an application to enroll in the CWELCC System, in which case the Base Fee and Non-base Fee rules in O. Reg. 137/15 apply to the purchaser/applicant.

- l) The County has the right to verify the timeliness and accuracy of refunds and fee reductions made by the Licensee.

6. Workforce Compensation

- a) The Licensee is required to bring the wages of all eligible Registered Early Childhood Educator (“RECE”) staff up to the wage floor plus benefits as identified in the Ministry of Education Addendum to Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline.
- b) Workforce compensation funding is provided to eligible RECE staff employed by the Licensee that is participating in the CWELCC System regardless of the age of the children they are supporting (e.g., not limited to staff supporting children under the age of 6).
- c) The Licensee is subject to the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (“PSPSFGA”) are required to meet any applicable obligations under the PSPSFGA.
- d) Any Licensee that is subject to the terms of a Collective Agreement should seek independent legal advice on implementing the wage floor and annual wage increases.
- e) The Licensee must apply for the Wage Enhancement Grant to be eligible to receive workforce compensation funding.
- f) If the Licensee was participating in the CWELCC System prior to December 31, 2022, the Licensee must issue retroactive payments to eligible RECE staff for any period after the Licensee is notified by the County that they are enrolled in the CWELCC System during which the Licensee paid eligible RECE staff wages lower than the wage floor.
- g) If the Licensee was participating in the CWELCC System after December 31, 2022, it will not receive funding to issue retroactive payments to eligible RECE staff for wage compensation funding and will only be expected to implement the wage floor and annual wage increase on a go forward basis.
- h) The Licensee will be permitted to continue to pay eligible RECE staff below the wage floor for 31 calendar days after the County notifies them that they are enrolled in the CWELCC System. After 31 days, the Licensee must pay eligible RECE staff to at least the wage floor. The Licensee will then be given one additional

month (for a total of 60 days from the day they were notified by the County of Renfrew) to provide eligible RECE staff with a retroactive payment for any wages that were below the wage floor, retroactive to the date their enrolment in the CWELCC System was confirmed by the County of Renfrew.

- i) The Licensee is not permitted to use workforce compensation funding to provide compensation to eligible RECE staff over and above what is mandated based on the requirements set out in the Ministry of Education, Addendum to Ontario Child Care and EarlyON Child and Family Centre Service Management and Funding Guidelines (2022) for Consolidated Municipal Service Managers and District Social Services Administration Boards (released April 2022) (the “MOE Guideline Addendum”) without approval from the Ministry.
- j) Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce planned merit increases for eligible staff.
- k) The Licensee must include workforce compensation payments in each pay cheque, or payment made to eligible RECE staff.
- l) Upon receiving confirmation of enrolment in the CWELCC System from the County, and as new eligible RECE staff are hired, the Licensee is required to share in writing, information about the wage floor and annual wage increase with eligible RECE staff.
- m) The Licensee must provide such reporting on data in connection with meeting wage floor and annual wage increase requirements as determined by the County, in its sole discretion, and in accordance with the reporting parameters set out in the MOE Guideline Addendum.

7. Minimum Wage Offset

The Licensee must provide eligible non-RECE staff that were earning less than \$15 per hour (not including wage enhancement) on March 31, 2021, or were hired after March 31, 2021, and before January 1, 2022, and had wages below \$15 per hour (not including wage enhancement), minimum wage offset funding.

The Licensee must report on data for meeting minimum wage offset requirements as determined by the County and the reporting parameters set out in the MOE Guideline Addendum.

8. Maximum Profit

- a) The County shall, in its sole discretion, will determine a maximum profit level that will govern the Licensee’s provision of child care to Eligible Children for each calendar year, where Provincial and, or CWELCC System funding is being provided.

- b) This maximum profit with respect to for profit licensees will be determined by the County, and the Licensee will be advised of such determination prior to any subsequent agreements.
- c) In the case where the Licensee's annual net profit relating to the provision of child care for Eligible Children exceeds the maximum profit amount set by the County, the Licensee will be required to return any excess funds above the maximum amount to the County.
- d) The County has the discretion to determine the portion of the Licensee's net profit that may be attributed to the provision of child care for Eligible Children, as compared to net profit attributed to the provision of child care for children who are not Eligible Children.

9. Financial Reporting

Financial reports are to be prepared and submitted by the Licensee in accordance with the County's reporting requirements and timelines.

- a) The Licensee is required to provide all financial and other information based on provincial and County requirements, which may include audited financial statements.
- b) The Licensee must work with the County to reconcile all CWELCC System funding annually according to the reporting and reconciliation documentation provided by the Ministry of Education.
- c) The County has the right to follow up with Licensee on any CWELCC System expenditures reported to determine reasonability of variances and/or eligibility of expenditure.
- d) The County will take reasonable and progressive corrective actions on the Licensee who does not comply with reporting requirements.
- e) Adjustments and recoveries of funding provided will be determined at the discretion of the County based on the County's reconciliation process.

Records and Audit

The Licensee:

- a) Must maintain complete financial and service records of accounts of expenditures related to the CWELCC System, for each site where CWELCC System funding is being provided, for at least 7 years.
- b) Cannot dispose of any records related to the services provided under the CWELCC System without prior consent from the County, even when the Licensee is no

longer operating.

- c) Must permit the County to audited financial and service records related to the CWELCC System at any reasonable time.
- d) Must ensure that the Licensee's staff are available for consultation by the County as required by the County.

Withholding and Recovery of Payments and Right to Set Off

The County reserves the right to withhold or recover from the Licensee funding based on the following:

- a) Funding spent on ineligible expenditures.
- b) Funding spent on expenditures unrelated to the objectives of CWELCC.
- c) Expenditures not at fair market value.
- d) Transactions with a related party.
- e) The Licensee not meeting deadlines relating to request for information, documentation, and reporting.
- f) The Licensee not meeting the requirements under the CWELCC System, applicable guidelines or any other specific deadlines noted by the County.
- g) CWELCC System Funds not used in accordance with the requirements and any applicable guidelines provided by County to the Licensee.
- h) The Licensee did not complete their annual *Licensed Child Care Operations Survey*, as per O.Reg.137/15 (77).

10. Reports

- a) The Licensee must maintain service records respecting each site where service is being provided in accordance with the Ontario Child Care Management System (OCCMS) and other records required as outlined in the provincial Child Care Management Guidelines and/or County's, Child Care and Early Years Division Policies and Procedures.
- b) The Licensee must provide and submit to the County, at the County's request, a report, in a form and substance acceptable to the County, which report shall include, but not be limited to, program data such as statistics on target achievements and such other information as the County requires. This data will include such items as attendance records for all children and care givers attending the funded program, as well as visitors.

- c) The Licensee must also prepare and submit to the County, annually or upon request of the County, a comprehensive report, in a form and substance acceptable to the County, respecting the services being provided that will include, among other things, service delivery and employee statistics.

11. Financial Reports

The Licensee must:

- a) maintain financial records and books of account respecting services provided pursuant to this Agreement for each site where service is being provided and will allow the County or such other persons appointed by the County, at all reasonable times, to inspect and audit such records and books of account both during the term of this Agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County indicates otherwise, submit to the County within four (4) months of Licensee's financial year end, an Audited Financial Statement;
- c) provide and submit to the County on an annual basis, or when requested, a completed annual Child Care Financial Year End Reconciliation Report as provided to Licensees by the County;
- d) adhere to any additional financial reporting requirements in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County's, Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of accounts referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or upon reasonable request, a financial report in such form and containing such information as the County may require;
- g) comply with the County's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County may inspect and audit from time to time as they see fit.

12. Program Records

In the event the Licensee ceases operations, it shall not, without the prior written consent of the County, dispose of any records related to the services provided for under this Agreement.

13. Confidentiality

The Licensee, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first 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 Licensee is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

14. Indemnification

The Licensee will, both during and following the term of this Agreement, indemnify and save harmless the County, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, 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 Licensee, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Licensee pursuant to this Agreement.

15. Insurance

- a) The Licensee will obtain and maintain in full force and effect during the term of this Agreement, general liability insurance acceptable to the County in an amount not less than five million dollars (\$5,000,000) per occurrence in respect of the services provided pursuant to this Agreement.
- b) The general liability insurance policy shall:
 - i. include the County as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the Agreement; and
 - iv. contain a provision that the County is to be notified by the insurer should Licensees fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County and the County has been afforded a reasonable time to arrange for the payment of the premiums.
- c) The Licensee must provide to the County on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County provide such proof of insurance to the County on demand.

16. Freedom of Information

Any information collected by the County pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

17. Human Rights Code

It is a condition of this Agreement, and of every agreement entered into pursuant to the performance of this Agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this Agreement with no further notice required.

18. Disposition

Property purchased by the Licensee with Funds provided by the County becomes the property of the County. The Licensee will not, without the prior written consent of the County, sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with Funds pursuant to this Agreement. Such written consent may be given subject to such conditions as the County deems advisable.

19. Severability

If any provision or portion of any provision in this Agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

20. Governing Law

- a) This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this Agreement must be commenced in the County of Renfrew, in the Province of Ontario.

21. Laws

The Licensee, its directors, officers, employees, agents, volunteers, and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this Agreement.

22. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services
- Copy to: County of Renfrew, Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division
- b) To: Licensed Provider
 Address
 Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

23. Amendments

This Agreement, or any part of it, shall not be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County official on behalf of the County and on behalf of Licensee by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022.

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Licensed Child Care Provider:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where Licensee is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

COUNTY OF RENFREW**BY-LAW NUMBER****A BY-LAW TO AMEND BY-LAW 50-17 - TO AUTHORIZE THE COUNTY OF RENFREW TO ENTER INTO AN AGREEMENT WITH LICENSED HOME CHILD CARE SERVICE PROVIDERS**

WHEREAS on April 26, 2017, the Corporation of the County of Renfrew enacted By-law No. 50-17, being a By-law to authorize the County of Renfrew to enter into an agreement with Licensed Home Child Care service providers, as amended on August 30, 2017, February 28, 2018, May 30, 2018, September 26, 2018, February 27, 2019, March 27, 2019, August 25, 2021, November 24, 2021, and May 25, 2022;

AND WHEREAS the County of Renfrew is the Consolidated Municipal Service Manager for Social Service Programs and responsible for child care services in the County of Renfrew;

AND WHEREAS the County of Renfrew has been approved by the Ministry of Education to operate a Licensed Home Child Care Agency within the Child Care and Early Years Division;

AND WHEREAS it is necessary to amend By-law NO. 50-17 to include an additional licensed home child care provider;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. THAT the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary or incidental to the execution of this by-law.
2. THAT the Warden and Clerk are hereby authorized and instructed to enter into a service agreement with Stephanie Grenon for the provision of child care in their home and that By-law 50-17 is hereby amended.
4. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 29th day of June 2022.

READ a second time this 29th day of June 2022.

READ a third time and finally passed this 29th day of June 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

FUNDING AGREEMENT FOR LICENSED CHILD CARE

BETWEEN:

**County of Renfrew Child Care Agency
(the “Agency”)**

-and-

**Stephanie Grenon
(the “Provider”)**

WHEREAS the Agency has been licensed by the Province of Ontario as a Home Child Care Agency under the *Child Care and Early Years Act, 2014* (the “Act”), and is in a position to provide funding to the Provider;

AND WHEREAS the Provider is a child care provider as defined in the *Act* and has agreed to provide home child care as defined in the *Act*;

THEREFORE THE PARTIES agree as follows:

1. Definition

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations made under the *Act*, shall have the same meaning as in the *Act* or the Regulations.

Other Definitions

“Agency Staff” means the staff of the Agency authorized to exercise the rights and perform the duties of the Agency under this Agreement.

“Agreement” means this Agreement, as may be amended from time to time.

“Home” means the premises at which the Provider is providing home child care services.

2. Status

The Agency and the Provider confirm that this is a funding agreement and they specifically deny any intention or agreement to be or to become agents, one for the other, or to create a partnership or other relationship whereby either would be held liable for any tortious, negligent, contractual or other acts, either of omission or commission, of the other party. Neither party shall have any authority to act for or to

assume or to incur any obligations or responsibilities on behalf of the other party unless specifically provided for in this Agreement. The parties specifically agree that this Agreement does not create an employer/employee relationship between the Agency and the Provider.

3. Term

- a) Unless otherwise provided herein, this Agreement shall remain in force from June 29, 2022, until it is superseded or replaced by a subsequent agreement in writing between the parties, or unless terminated in its entirety by either party by giving to the other party thirty (30) days advance written notice of such termination. In the event that this Agreement is terminated by either party, the Provider will refund forthwith to the Agency all monies advanced to it by the Agency which have not been expended by the Provider in accordance with this Agreement.
- b) Notwithstanding any other provision of this Agreement the Agency may immediately terminate this Agreement, in whole or in part, with respect to the provision of any particular service where the Agency, in its sole and unfettered discretion, determines that the health, welfare or safety of any child is at risk.

4. Program

- a) The Provider agrees to provide quality home child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the Agency's Child Care Policies and Procedures as amended from time to time, including, but not limited to the child care policies specific to the operation of the licensed Home. The Provider acknowledges that it has received and reviewed the Agency's Child Care Policies and Procedures.
- b) The Provider is not to provide care for more than six (6) children at any one time.
- c) The Provider shall not make private child care arrangements with families placed by the Agency. Should the Provider make such arrangements, the Agency shall be entitled to immediately terminate this Agreement.
- d) The Provider shall immediately provide written notification to the Agency that there is a risk of a temporary closure of the Home in order that the Agency be able to make alternate care arrangements for the children. The Provider shall immediately contact all parents/caregivers and the Agency in the event that the home will not be operating on any particular day or at any particular time during which it would ordinarily be operating.
- e) The Provider understands that if the Home is closed and therefore not operating on any particular day or at any particular time, there will be no funding from the

Agency. Likewise, if the Home is open but there are no children approved for placement in the Home, there shall be no funding provided by the Agency.

- f) The Provider shall participate in all training workshops recommended by the Agency.
- g) The Provider agrees to complete a First Aid course, as recommended by the Agency, within sixty days of the signing of this Agreement. The Provider further agrees to deliver to the Agency, immediately upon it becoming available, a certificate demonstrating completion of the First Aid course.
- h) The Provider shall create an inclusive child care setting which can accommodate children with special needs.
- i) The Provider shall return to the Agency all property, goods, acquisitions, and signage supplied by the Agency within 30 days of termination of this Agreement.
- j) In the event that the Provider ceases operations, it shall not dispose of any records related to the services provided for under this Agreement and shall immediately deliver those records to the Agency or, alternatively, immediately provide copies of those records to the Agency.

5. Payment

The Agency shall pay to the Provider, one month in arrears, for each approved child receiving child care services at the Home, an amount equal to the approved hourly rate multiplied the agreed upon hours, all as contained in the individual Resource Funding Agreement for each child.

6. Agency Access, Consultation and Recommendations

- a) In order to allow the Agency staff (as designated by the Agency) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement, the Provider shall permit Agency Staff, during regular business hours of the Provider or at such other times as the Agency, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Provider in connection with the provision of the services pursuant to this Agreement;
- b) In order to allow the Agency to carry out such oversight of the provision of care to children at the Home, as may be deemed necessary by the Agency and, or the Province of Ontario, the Provider shall permit Agency Staff, during regular business hours of the Provider or at such other times as the Agency, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Provider;

- c) The Provider shall make available to the Agency all relevant financial records including but not limited to child attendance sheets or other reports Agency within 10 business days of such request made by the Agency. The Provider shall also allow the Agency to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the Agency for the purpose of copying such records; and
- d) Once the Agency has obtained access to and has reviewed the aforementioned records, and has consulted with the Provider, all as described above, the Agency may make recommendations to the Provider with respect to any matters related to this Agreement, including proper accounting and oversight methods and procedures or any other matter that the Agency deems necessary. The Provider agrees to immediately implement and to abide by any such recommendations made by the Agency and to provide to the Agency such proof of implementation and compliance as may be required by the Agency.

7. Reports

The Provider shall prepare and submit to the Agency, within 5 days following the end of each calendar month in a year, a Monthly Expense/Statistical Report in the form and content of the template attached hereto as Schedule "A" reflecting actual monthly costs for the previous month. In addition to the foregoing the Provider shall:

- a) complete and maintain daily attendance records of staff and children which the Agency may inspect and audit from time to time as it sees fit as well as records of expenses incurred where funding is being provided by the County in connection with any particular child; and
- b) prepare and submit to the Agency, at any time upon request by the Agency, a comprehensive report, in a form and substance acceptable to the Agency, respecting the services being provided by the Provider, which services may include, services delivered in the preceding year.

8. Financial Reports

- a) The Agency may, at any time, request information from the Provider in connection with attendance and expense records and the Provider shall immediately provide that information and materials to the Agency.
- b) The Provider shall adhere to any additional financial reporting requirements in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the Agency's Child Care Policies and Procedures as amended from time to time. The Provider acknowledges that it has received and reviewed the Agency's Child Care Policies and Procedures.

- c) The Provider shall prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the Agency may require.
- d) The Provider shall comply with the Agency's policies on the treatment of revenues and expenditures. The Provider acknowledges that it has received and reviewed these policies on the treatment of revenues and expenditures.

9. Confidentiality

The Provider will hold confidential and will not disclose or release to anyone, including any person, partnership, corporation or other entity, other than the Agency, at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first 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.

10. Indemnification

The Provider will, both during and following the term of this Agreement, indemnify and save harmless the Agency, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, 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 Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Provider pursuant to this Agreement.

11. Insurance

- a) The Provider will obtain and maintain in full force and effect during the term of this Agreement, general liability insurance acceptable to the Agency in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this Agreement.
- b) The general liability insurance policy shall:
 - i. include the Agency as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the Agreement; and
 - iv. contain a provision that the Agency is to be notified by the insurer should the Provider fail to make the required premium payments and that the

policy shall not be terminated by the insurer until such notice has been provided to the Agency and the Agency has been afforded a reasonable time to arrange for the payment of the premiums.

- c) The Provider shall provide to the Agency on or before January 31 of any calendar year proof that the above-noted insurance is in place and, in addition to this, shall, upon request of the Agency at any time, provide such proof of insurance to the Agency.

12. Freedom of Information

Any information collected by the Agency pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this Agreement, and of every Agreement entered into pursuant to the performance of this Agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this Agreement with no further notice required.

14. Severability

If any provision or portion of any provision in this Agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and the remaining provisions or portions shall remain valid and binding.

15. Governing Law

- a) This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this Agreement shall be commenced in the Province of Ontario.

16. Laws

The Provider shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this Agreement.

17. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

a) To: County of Renfrew, Child Care and Early Years Division
7 International Drive
Pembroke, ON K8A 6W5
Attn: Manager, Child Care and Early Years Division

Copy to: County of Renfrew
7 International Drive
Pembroke, ON K8A 6W5
Attn: Director, Community Services

b) To: Stephanie Grenon
2657 Fourth Chute Road
Eganville, ON K0J 1T0

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice sent by registered mail shall be effective when received by the addressee.

18. Entire Agreement

The Provider and the Agency acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement except as expressly set out in this Agreement and the Schedules annexed hereto and that this Agreement and the Schedules constitute the entire agreement between the Provider and the Agency.

19. Non-Waiver

No condoning, excusing or overlooking by the Agency of any default, breach or non-observance by the Provider at any time or times in respect of any covenant, proviso or condition contained in this Agreement shall operate as a waiver of the Agencies rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or effect in any way the rights of the Agency. No waiver shall be inferred from or implied by anything done or omitted to be done by the Agency save only by way of express waiver in writing.

20. Successors

This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, permitted successors and assigns of the Provider.

21. Amendments

This Agreement can only be amended by written agreement signed by both parties.

For the convenience of the parties, this Agreement may be executed in counterpart and acceptance of this Agreement may be delivered electronically or by facsimile.

IN WITNESS WHEREOF this Agreement has been signed by an authorized County of Renfrew official on behalf of the Agency and on behalf of the Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Debbie Robinson,
Warden
County of Renfrew

Witness - County of Renfrew

Paul V. Moreau,
Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Stephanie Grenon, Provider:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Provider is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO AMEND A BY-LAW 14-15 TO AUTHORIZE ENTERING INTO AGREEMENTS WITH
CHILD CARE AGENCIES AND RECREATION PROGRAMS FOR SPECIAL NEEDS RESOURCING
FUNDING**

WHEREAS on February 26, 2015, the Corporation of the County of Renfrew enacted By-law 14-15, being a By-law to authorize entering into agreements with child care agencies and recreation programs for special needs resourcing funding, as amended on September 26, 2018;

WHEREAS the Municipal Act, 2001, S.O. 2001 c.25 authorizes Council to enter into agreements;

AND WHEREAS it is necessary to enter into a Special Needs Resourcing Funding Agreement with Bonnechere Algonquin First Nation and Centre éducatif Coeur des Jeunes;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That the County of Renfrew enters into a Special Needs Resourcing Funding Agreement with the following licensed child care agencies:
 - Bonnechere Algonquin First Nation
 - Centre éducatif Coeur des Jeunes
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
4. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 29th day of June 2022.

READ a second time this 29th day of June 2022.

READ a third time and finally passed this 29th day of June 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

SPECIAL NEEDS RESOURCING FUNDING AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County)**

-and-

**Bonnechere Algonquin First Nation
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Bonnechere Algonquin First Nation, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from June 29, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect. In the

event of termination of this agreement, the Service Provider will refund forthwith to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- The Service Provider agrees to provide quality inclusive licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- The Service Provider agrees to hire special needs resource staff to supplement the quality licensed child care services it provides in accordance with the relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County's Child Care and Early Years Division Policies and Procedures as amended from time to time. Staff hired will be a support to the program and will be considered above and beyond the staff/child ratio set out in the relevant provincial legislation.
- Hiring, supervising and training of the staff will be the responsibility of the individual Child Care Program.
- The Service Provider agrees to provide ongoing implementation of recommendations provided by the Child Care and Early Years Division.
- The Service Provider agrees to participate in training and development opportunities provided by the Child Care and Early Years Division.

4. Consideration

The County shall pay to the Service Provider, one month in arrears, an hourly rate for hours approved for the child as contained in the individual Resource Funding Agreement for each child.

5. County Access, Consultation and Recommendations

- a) In order to allow the County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:
 - i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;

- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County all relevant financial records including but not limited to staff time sheets (hours worked), child attendance sheets and monthly expense reports as provided by the County;
- iv. allow for the County to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County for the purpose of copying such records;
- v. make its staff responsible for providing the services under this agreement available for consultation with the County, upon reasonable request by the County; and
- vi. once the County has obtained access to and has reviewed the aforementioned records, and has consulted with the Service Provider, all as described above, the County may make recommendations to the Service Provider with respect to any matters related to this Agreement, including the proper use of funding provided under this Agreement, activities of the staff hired as a result of funds provided under this Agreement, proper accounting and oversight methods and procedures or any other matter that the County deems necessary. The Service Provider agrees to immediately implement and to abide by any such recommendations made by the County.

6. Reports

The Service Provider shall prepare and submit to the County, within 5 days following the end of a calendar month, a Monthly Expense/Statistical Report reflecting actual monthly costs for the previous month as well.

- a) The Service Provider shall maintain service records as outlined respecting each site where funding is being provided.
- b) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, dispose of any records related to the services provided for under this agreement as per section 7(b).

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first 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 Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, 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 Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.

- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services

 Copy to: County of Renfrew Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division
- b) To: Bonnechere Algonquin First Nation
 57 Bonnechere St. S
 Renfrew, ON K7V 1Z2
 Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Bonnechere Algonquin First Nation:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

SPECIAL NEEDS RESOURCING FUNDING AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County)**

-and-

**Centre éducatif Coeur des Jeunes
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Centre éducatif Coeur des Jeunes, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 1, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect.

In the event of termination of this agreement, the Service Provider will refund forthwith to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- The Service Provider agrees to provide quality inclusive licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- The Service Provider agrees to hire special needs resource staff to supplement the quality licensed child care services it provides in accordance with the relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County's Child Care and Early Years Division Policies and Procedures as amended from time to time. Staff hired will be a support to the program and will be considered above and beyond the staff/child ratio set out in the relevant provincial legislation.
- Hiring, supervising and training of the staff will be the responsibility of the individual Child Care Program.
- The Service Provider agrees to provide ongoing implementation of recommendations provided by the Child Care and Early Years Division.
- The Service Provider agrees to participate in training and development opportunities provided by the Child Care and Early Years Division.

4. Consideration

The County shall pay to the Service Provider, one month in arrears, an hourly rate for hours approved for the child as contained in the individual Resource Funding Agreement for each child.

5. County Access, Consultation and Recommendations

- a) In order to allow the County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:
 - i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;

- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County all relevant financial records including but not limited to staff time sheets (hours worked), child attendance sheets and monthly expense reports as provided by the County;
- iv. allow for the County to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County for the purpose of copying such records;
- v. make its staff responsible for providing the services under this agreement available for consultation with the County, upon reasonable request by the County; and
- vi. once the County has obtained access to and has reviewed the aforementioned records, and has consulted with the Service Provider, all as described above, the County may make recommendations to the Service Provider with respect to any matters related to this Agreement, including the proper use of funding provided under this Agreement, activities of the staff hired as a result of funds provided under this Agreement, proper accounting and oversight methods and procedures or any other matter that the County deems necessary. The Service Provider agrees to immediately implement and to abide by any such recommendations made by the County.

6. Reports

The Service Provider shall prepare and submit to the County, within 5 days following the end of a calendar month, a Monthly Expense/Statistical Report reflecting actual monthly costs for the previous month as well.

- a) The Service Provider shall maintain service records as outlined respecting each site where funding is being provided.
- b) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, dispose of any records related to the services provided for under this agreement as per section 7(b).

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first 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 Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, 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 Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.

- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services

 Copy to: County of Renfrew Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division

- b) To: Centre éducatif Coeur des Jeunes
 1002 Beaverbrook, suite 3
 Ottawa, ON K2K 1L1
 Attn: Johanne Lafleur

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Centre éducatif Coeur des Jeunes:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

BY-LAW NUMBER**A BY-LAW TO AMEND BY-LAW 13-15 TO AUTHORIZE THE WARDEN AND CLERK TO ENTER INTO A CONTRACT/AGREEMENT WITH LICENSED CHILD CARE PROVIDERS FOR THE PURPOSE OF CHILD CARE SERVICES WITHIN THE COUNTY OF RENFREW**

WHEREAS on February 26, 2015, the Corporation of the County of Renfrew enacted By-law 13-15, being a By-law to authorize the Warden and Clerk to enter into a contract/ agreement with licensed child care providers for the purpose of child care services within the County of Renfrew, and as amended on September 26, 2018, and November 24, 2021;

AND WHEREAS the County of Renfrew is the Consolidated Municipal Service Manager, and has a clear responsibility to meet provincial policies and standards, and to be accountable to local taxpayers for the effective management of child care within their service area;

AND WHEREAS it is necessary to enter into a Service Agreement with Centre éducatif Coeur des Jeunes;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary or incidental to the execution of this by-law.
2. That the Warden and Clerk are hereby authorized and instructed to enter into a Service Agreement with Centre éducatif Coeur des Jeunes.
3. That this by-law come into force and take effect upon the passing thereof.

READ a first time this 29th day of June 2022.

READ a second time this 29th day of June 2022.

READ a third time and finally passed this 29th day of June 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

SERVICE AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County of Renfrew)**

-and-

**Centre éducatif Coeur des Jeunes
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated/ Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Centre éducatif Coeur des Jeunes, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 1, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect. In the event of termination of this agreement, the Service Provider will refund forthwith

to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- a. The Service Provider agrees to provide quality licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- b. The Service Provider agrees to expend grant funding allocations and fee subsidy funding provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- c. The Service Provider shall be responsive to community need and flexible to meet the needs of families in the area to be served including the provision of part-time care and extended hours of service as required.
- d. The Service Provider shall participate in program quality assessments completed by County staff who are appointed to this function at the discretion of the County of Renfrew.
- e. The Service Provider shall ensure that the nutritional standards are met in accordance with the Paint Your Plate with Vegetables and Fruit: A Toolkit for Child Care Providers available on the Ontario Dietitians in Public Health (ODPH) website at: www.odph.ca/child-care-resources.
- f. The Service Provider shall ensure that all components of the physical environment are maintained, in good repair and that sanitary practices ensure the environment conditions are kept sanitary.
- g. The Service Provider shall participate in staff development opportunities as recommended by the County of Renfrew.

4. Consideration

- a) Fee Subsidy
 - i. The County of Renfrew shall pay to the Service Provider, one month in arrears, a per diem sum (not to exceed the approved County of Renfrew capped rate) for each child enrolled, in receipt of fee subsidy and in attendance in the Service Provider's care.
 - ii. The Service Provider shall submit monthly attendance through the Ontario Child Care Management System (OCCMS).

- iii. Paid fee subsidy rate increases or changes may occur with the approval of the Manager of the County of Renfrew, Child Care and Early Years Division.
- iv. The Service Provider agrees that it shall not charge additional amounts to the parents of children enrolled pursuant to this agreement.
- v. The Service Provider may charge parents additional sums in the event that a child enrolled pursuant to this agreement receives extra hours of care, separately agreed upon.
- vi. The Service Provider will notify the County of Renfrew, Child Care and Early Years Division of any known changes to the fee subsidy clients status (custody, address changes, etc).
- vii. It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew may, as it sees fit, withhold payments to the Service Provider.

b) Grant Funding

- i. The Service Provider shall expend and/or distribute grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's, Child Care and Early Years Division Policies and Procedures as amended from time to time.
- ii. Unless deemed by the province as mandatory, the County of Renfrew reserves the right to determine the eligibility for grants, priority, amounts, time, and manner of such payments.
- iii. It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew may, as it sees fit, withhold payments to the Service Provider.
- iv. Grant funds that are not utilized in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures shall be reimbursed to The County of Renfrew.

5. County of Renfrew Access and Consultation

- a) In order to allow County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:

- i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;
- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County of Renfrew all relevant attendance and/or financial records;
- iv. allow for the County of Renfrew to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County of Renfrew for the purpose of copying such records; and
- v. make its staff responsible for providing the services under this agreement available for consultation with the County of Renfrew, upon reasonable request by the County of Renfrew.

6. Reports

- a) The Service Provider shall maintain service records respecting each site where service is being provided in accordance with the Ontario Child Care Management System (OCCMS) and other records required as outlined in the provincial Child Care Management Guidelines and/or County of Renfrew's, Child Care and Early Years Division Policies and Procedures.
- b) The Service Provider shall provide and submit to the County of Renfrew, in a form and substance acceptable to the County of Renfrew, which report shall include program data such as statistics on target achievements and such other information as the County of Renfrew requires.
- c) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's, Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, without the prior written consent of the County of Renfrew, dispose of any records related to the services provided for under this agreement.

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County of Renfrew at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first 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 Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County of Renfrew, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, 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 Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County of Renfrew in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.
- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services

 Copy to: County of Renfrew, Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division

- b) To: Centre éducatif Coeur des Jeunes
 1002 Beaverbrook, suite 3
 Ottawa, ON K2K 1L1
 Attn: Johanne Lafleur

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022.

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Debbie Robinson,
Warden
County of Renfrew

Witness - County of Renfrew

Paul V. Moreau,
Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Centre éducatif Coeur des Jeunes.:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.