



COMMUNITY SERVICES COMMITTEE

Tuesday, September 13, 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 August 10, 2022.
5. Delegations: None at the time of mailing.
6. Community Services Department **Page**
 - a) Department Report 3
 - b) Child Care and Early Years Division Report 4
 - c) Ontario Works Division Report 61
7. New Business.
8. Closed Meeting: Pursuant to Section 239 of the Municipal Act, 2001, as amended for the purpose of: Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency (Integrated Community Housing).
9. Date of next meeting (Wednesday, October 12, 2022) and adjournment.

NOTE:

- a) **County Council: Wednesday, September 28, 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 a 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: September 13, 2022
SUBJECT: Department Report

1. Child Care and Early Years Division Report

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

2. Ontario Works Division Report

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

CHILD CARE AND EARLY YEARS REPORT

Prepared by: Margo Smith, Manager of Child Care and Early Years Division

Prepared for: Community Services Committee

September 13, 2022

INFORMATION

1. Canada-Wide Early Learning and Child Care (CWELCC) System Update [Strategic Plan Goal #2 (a)]

On August 17, 2022, the Ministry of Education released a new [addendum to the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines \(2022\)](#) with updated implementation details for the Canada-Wide Early Learning and Child Care System (CWLECC). The new direction is highlighted below.

- The deadline for licensees to opt-in to the CWELCC system has been extended from September 1, 2022 to November 1, 2022.
- An example of a standard agreement for the provision of CWELCC funding between a licensee and the Service System Manager is required to be made available to all licensees by August 29, 2022.
- Service System Managers are to process applications and confirm eligibility for CWELCC funding to licensees within 10 calendar days of the date of application.
- Service System Managers and licensees are to execute a CWLECC agreement within 30 calendar days of date of application, which is down from 60 days.
- Once licensees receive CWELCC funding from the Service System Manager, they will provide rebates to families within 20 calendar days.

Attached as Appendix CC-I is a letter received on August 17, 2022, from the Hon. Stephen Lecce, Minister of Education, providing the new direction for Service System Managers to follow in the implementation of the CWLECC system.

BY-LAWS

2. Amendment to By-law 13-15 – County of Renfrew Child Care Service Agreements [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 the following child care agencies:

- Arnprior Heritage Child Care Centre
- Deep Roots Nature & Nursery School

Background:

Arnprior Heritage Child Care Centre is a for-profit child care centre that has been operating in the Town of Arnprior since 2015 and is requiring a Fee Subsidy Service Agreement to be able to offer these services within their community.

Deep Roots Nature & Nursery School is a new nature-based, for-profit child care centre that is in the process of becoming licensed to provide a variety of programming within the community of Chalk River and is requiring a Fee Subsidy Service Agreement to offer these services within their community.

Attached as Appendix CC-II 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 Agreements for Arnprior Heritage Child Care Centre and Deep Roots Nature & Nursery School.

3. Amendment to By-law 14-15 – County of Renfrew 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:

- Arnprior Heritage Child Care Centre
- Deep Roots Nature & Nursery School

Background:

Arnprior Heritage Child Care Centre is a for-profit child care agency that is requiring a Special Needs Resourcing Agreement for the purpose of offering inclusive child care within their centre, located in Arnprior.

Deep Roots Nature & Nursery School is a new for-profit child care agency that is in the process of becoming licensed and they are requiring a Special Needs Resourcing Agreement for the purpose of offering inclusive child care within their centre, located in Chalk River.

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, as well as the agreements with Arnprior Heritage Child Care Centre and Deep Roots Nature & Nursery School.

4. **Amendment to By-law 15-15 - County of Renfrew Wage Enhancement Agreements [Strategic Plan Goal # 3 (b)]**

Recommendation: THAT the Community Services Committee recommends to County Council that By-law No. 15-15 be amended to enter into a Wage Enhancement Agreement for the purpose of receiving Wage Enhancement Grant Funding with the following child care agencies:

- Centre éducatif Coeur des Jeunes
- Deep Roots Nature & Nursery School

Background

In 2015, the province of Ontario mandated municipalities with the responsibility to distribute Ministry of Education Wage Enhancement funding to all licensed child care centres.

Centre éducatif Coeur des Jeunes is a Francophone child care centre that is directly operating the daycare located in l'Équinoxe school in Pembroke effective September 1, 2022.

Deep Roots Nature & Nursery School is a new for-profit child care centre in Chalk River that is in the process of becoming licensed.

They are both eligible under provincial guidelines to receive Wage Enhancement Funding. This agreement is separate from all other Child Care

and Early Years agreements and does not include provisions for Fee Subsidy or Special Needs Resource Funding.

Attached as Appendix CC-IV is the By-law to amend By-law 15-15 authorizing the County of Renfrew to enter into an agreement with child care agencies for the purpose of Wage Enhancement/Home Child Care Enhancement Grant funding, as well as the agreements for Centre éducatif Coeur des Jeunes and Deep Roots Nature & Nursery School.

Ministry of Education

Minister

315 Front Street West
Toronto ON M7A 0B8**Ministère de l'Éducation**

Ministre

315, rue Front Ouest
Toronto ON M7A 0B8**Child Care and Early Years Service System Managers:**

I want to thank you for your leadership and partnership, especially during these last two years as we worked together to keep families safe in response to COVID-19.

In March, our government signed a historic deal with the federal government to lower child care fees across Ontario and increase access to high-quality, affordable, child care.

As an important first step of this agreement, we are providing immediate financial relief to all Ontario families with children under the age of six in licensed child care programs enrolled in the Early Learning and Child Care (CWELCC) system. We have made the commitment to parents that they would see their fees reduced by 25% retroactive to April 1, 2022.

We have consulted with parents, along with licensed child care operators, on how the province can better standardize and streamline the CWELCC, as we work to get savings into parents' pocketbooks.

Today, we are implementing that advice by extending the date for licensees to opt-into the CWELCC System from September 1, 2022 to November 1, 2022, to allow licensees additional time to make decisions about enrolment and preserve the rights of parents to fee rebates and reductions.

I am also providing Service System Managers the following direction in order to enhance transparency for child care operators and to ensure that refunds can begin to flow to families as soon as possible:

- System Service Managers to share an example of a standard agreement between a licensee and the Service System Manager for the provision of CWELCC funding available to all licensees no later than August 29, 2022.
- Service System Managers to process applications and confirm eligibility within 10 calendar days of date of application.
- Service System Managers and licensees to execute an agreement within 30 calendar days of date of application, down from 60.
- Licensees to provide rebates to families within 20 calendar days of receiving funding.

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This plan will ensure parents continue to benefit from the next increment of savings — 50% on average —as originally scheduled by December 31, 2022.

I want to acknowledge the significant work required to make child care more affordable to families across the province.

Now, more than ever, your continued partnership in the delivery of child care and early years is crucial as we work together to build a system that meets the needs of children, families, service providers and educators.

Thank you for working with us as we ensure parents benefit from affordable childcare and that their children have the best possible start in life.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Lecce', with a stylized, cursive script.

Hon. Stephen Lecce
Minister of Education

COUNTY OF RENFREW**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 Arnprior Heritage Child Care Centre and Deep Roots Nature & Nursery School;

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 the following child care providers:
 - Arnprior Heritage Child Care Centre
 - Deep Roots Nature & Nursery School
3. That this by-law come into force and take effect upon the passing thereof.

READ a first time this 28th day of September, 2022.

READ a second time this 28th day of September, 2022.

READ a third time and finally passed this 28th day of September, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

SERVICE AGREEMENT

BETWEEN:

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

-and-

**Arnprior Heritage Child Care Centre
(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 Arnprior Heritage Child Care Centre, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 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: Arnprior Heritage Child Care Centre
 57 McLachlin Street South
 Arnprior, ON K7S 2Z1
 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 Arnprior Heritage Child Care Centre:

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.

SERVICE AGREEMENT

BETWEEN:

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

-and-

**Deep Roots Nature & Nursery School
(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 Deep Roots Nature & Nursery School, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 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: Deep Roots Nature & Nursery School
 19 Railway Street
 Chalk River, ON K0J 1J0
 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 Deep Roots Nature & Nursery School:

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.

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 Arnprior Heritage Child Care Centre and Deep Roots Nature & Nursery School;

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:
 - Arnprior Heritage Child Care Centre
 - Deep Roots Nature & Nursery School
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 28th day of September 2022.

READ a second time this 28th day of September 2022.

READ a third time and finally passed this 28th day of September 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

SPECIAL NEEDS RESOURCING FUNDING AGREEMENT

BETWEEN:

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

-and-

**Arnprior Heritage Child Care Centre
(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 Arnprior Heritage Child Care Centre, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 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 an 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: Arnprior Heritage Child Care Centre
 57 McLachlin Street South
 Arnprior, ON K7S 2Z1
 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 Arnprior Heritage Child Care Centre:

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-

**Deep Roots Nature & Nursery School
(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 Deep Roots Nature & Nursery School, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 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 an 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: Deep Roots Nature & Nursery School
 19 Railway Street
 Chalk River, ON K0J 1J0
 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 Deep Roots Nature & Nursery School:

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.

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO AMEND BY-LAW 15-15 - AUTHORIZE THE WARDEN AND CLERK TO ENTER INTO
A CONTRACT/AGREEMENT WITH LICENSED CHILD CARE PROVIDERS FOR THE PURPOSE OF
WAGE ENHANCEMENT/HOME CHILD CARE ENHANCEMENT GRANT FUNDING**

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

AND WHEREAS on February 26, 2015, the Corporation of the County of Renfrew enacted By-law No. 15-15, being a By-law to enter into a contract/agreement with Licensed Child Care Providers for the purpose of Wage Enhancement/Home Child Care Enhancement Funding;

AND WHEREAS it is deemed desirable to enter into a service contract/agreement between the County of Renfrew and the following Licensed Child Care Providers by the Province of Ontario for the purpose of receiving Wage Enhancement/Home Child Care Enhancement Grant funding:

- Centre éducatif Coeur des Jeunes
- Deep Roots Nature & Nursery School

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

1. That the Warden and Clerk are hereby authorized and instructed to enter into a service contract/agreement with the following child care providers:
 - Centre éducatif Coeur des Jeunes
 - Deep Roots Nature & Nursery School
2. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of September, 2022.

READ a second time this 28th day of September, 2022.

READ a third time and finally passed this 28th day of September, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

WAGE ENHANCEMENT/HOME CHILD CARE ENHANCEMENT GRANT 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 Wage Enhancement/Home Child Care Enhancement 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 Policies and Procedures as amended from time to time.

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 August 26, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party. 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 Wage Enhancement/Home Child Care Enhancement 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 Policies and Procedures as amended from time to time.

4. Consideration

- a) The Service Provider shall expend and/or distribute Wage Enhancement/Home Child Care Enhancement 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 Policies and Procedures as amended from time to time.
- b) The County of Renfrew reserves the right to determine the time, and manner of such payments.
- c) The County of Renfrew reserves the right to audit reporting and expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding.
- d) The County of Renfrew reserves the right to determine the process for reconciling Wage Enhancement/Home Child Care Enhancement Grant funding with Service Providers at year end and the recovery process for funds not utilized in accordance with the eligible expenditures according to relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- e) It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew will withhold payments to the Service Provider.
- f) 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 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 expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding 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. make available to the County of Renfrew all relevant attendance and/or financial records in a timely manner as deemed by the County of Renfrew;
 - iii. 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
 - iv. 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 Wage Enhancement/Home Child Care Enhancement Grant funding is being provided in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- 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) 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.
- c) 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 Policies and Procedures as amended from time to time.
- d) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years.
- e) 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.
- f) comply with the County of Renfrew's policies on the treatment of revenues and expenditures.

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. 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*.

12. 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.

13. 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.

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 shall be deemed to be completed 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 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.

16. 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.

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: The County of Renfrew
7 International Drive
Pembroke, Ontario, 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.

18. 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.

WAGE ENHANCEMENT/HOME CHILD CARE ENHANCEMENT GRANT SERVICE AGREEMENT

BETWEEN:

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

-and-

**Deep Roots Nature and Nursery School
(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 Wage Enhancement/Home Child Care Enhancement 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 Policies and Procedures as amended from time to time.

THEREFORE THE PARTIES agree as follows:

1. Definition

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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 Deep Roots Nature & Nursery School, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party. 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 Wage Enhancement/Home Child Care Enhancement 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 Policies and Procedures as amended from time to time.

4. Consideration

- a) The Service Provider shall expend and/or distribute Wage Enhancement/Home Child Care Enhancement 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 Policies and Procedures as amended from time to time.
- b) The County of Renfrew reserves the right to determine the time, and manner of such payments.
- c) The County of Renfrew reserves the right to audit reporting and expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding.
- d) The County of Renfrew reserves the right to determine the process for reconciling Wage Enhancement/Home Child Care Enhancement Grant funding with Service Providers at year end and the recovery process for funds not utilized in accordance with the eligible expenditures according to relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- e) It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew will withhold payments to the Service Provider.
- f) 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 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 expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding 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. make available to the County of Renfrew all relevant attendance and/or financial records in a timely manner as deemed by the County of Renfrew;
 - iii. 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
 - iv. 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 Wage Enhancement/Home Child Care Enhancement Grant funding is being provided in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- 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.
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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.
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- c) 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 Policies and Procedures as amended from time to time.
- d) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years.
- e) 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.
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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

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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. Freedom of Information

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15. 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.

16. 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.

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: The County of Renfrew
7 International Drive
Pembroke, Ontario, 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: Deep Roots Nature & Nursery School
19 Railway Street
Chalk River, ON K0J 1J0
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.

18. 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 Deep Roots Nature & Nursery School:

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.

ONTARIO WORKS REPORT

Prepared by: Andrea Patrick, Manager of Ontario Works

Prepared for: Community Services Committee

September 13, 2022

INFORMATION

1. **Ontario Works/Ontario Disability Support Program Client Advisory Group [Strategic Plan Goal #3 (b)]**

Attached as Appendix OW-I are the minutes for the Client Advisory Group meeting held virtually on July 20, 2022. Discussion items included the stigma of being on social assistance, the rising cost of living, and the expense of assistive devices for people receiving financial aid. Input and feedback received during these meetings helps to support service delivery improvements and ensure any concerns are addressed in a timely manner.

2. **Electronic Document Management (EDM) Go-Live [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. One of these initiatives is Electronic Document Management (EDM), which involves digitizing client master files and eliminating the storage of physical files. We will be going live with this process in Renfrew County on September 14, 2022. Throughout the summer our office has been working with MCCSS and the vendor Nimble Information Strategies to prepare for implementation. To ensure a seamless transition into EDM, local business processes have been developed, staff training has been delivered, and Digital Day 1 (DD1) Scanners have been installed at all Community Services offices. All ongoing physical client files will be picked up by Nimble on September 14, 2022 and brought back to their warehouse for digitization. Any new client documentation that is dropped off or mailed into our offices will be scanned by onsite DD1 devices. This enables Nimble to then load the data into the Ministry software, Social Assistance Management System (SAMS), for retrieval by staff. EDM will provide a secure and modern way to

store social assistance documentation, while streamlining administration and program delivery.

3. **Upcoming Changes to the Ontario Disability Support Program and the Assistance for Children with Severe Disabilities Program [Strategic Plan Goal #3 (b)]**

Attached as Appendix OW–II is an email from the Director of the Social Assistance Program Policy Branch outlining details of upcoming program changes. The Ontario Disability Support Program rates and the monthly maximum amount for the Assistance for Children with Severe Disabilities Program will increase by 5% effective September 1, 2022. The 5% increase does not apply to Ontario Works or Temporary Care Allowance. A questions and answers document is attached as Appendix OW–III providing further information regarding the income support changes.

**Ontario Disability Support Program & Ontario Works Client Advisory Group
Meeting Minutes – July 20, 2022**

The third meeting of the Renfrew & Pembroke Client Advisory group took place virtually over the Zoom platform on Wednesday, July 20, 2022, from 1:00pm-3:30pm.

Attendees: 13 of 27 invited members attended.

Agenda Items:

1. Welcome and Introduction

- All participants introduced themselves.
- Approve April 20th minutes.

2. Discussions: What are the barriers you face? What are services and resources you need in your community?

One client expressed that a barrier is that people assume. People assume that people on ODSP are 'useless. They are not 'useless', just have to take an extra step. No one considers the cost of traveling when disabled, such as getting a taxi, especially in rural areas. Leaving the house is physically demanding, and not everyone is capable. People who are able bodied take for granted the ease of being able to leave the house. In the end, people assume that those on ODSP are useless, and do not consider the barriers they face in society that prevent them from having full participation ---- It does not matter what you did before you became disabled, the public automatically labels you as 'useless'. It does not matter how successful you were ---The number of hoops that need to be jumped through to get on to ODSP is frustrating.

- Society labelling you as soon as you are in need of social assistance -- Rising prices, ODSP is not matching, people are struggling.
- Issues with stigma and pride.
- Another client expressed that the resources used the most is eye care and hearing care, there is not much coverage. Ontario Works does not cover enough, there was a long wait and a lot of support to be able to get these. This creates barriers, unable to work if you cannot hear effectively, wants to continue to work but cannot.
- One client expressed that the programs won't cover his dentures, which he needs. They are not affordable or accessible to receive. Has been a request for a long time.
- Possibility to get dentures slightly cheaper at George Brown College, much cheaper as students do it, ODSP will cover the travel and hotel stay. It is called the WAVE program. Complete Dentures \$350.00, repairs 50\$, Hearing Services: Test no charge, Hearing Aid evaluation No charge, call for prices 1-800-265-2002.
- One client expressed with the inflation so high right now, he is wondering if there is thought with the monthly amounts going up. We have not gotten any word on the assistance going up.

3. Open Discussions

- A client and caseworker discussed the difficulty of affording hearing aids, no matter whether you are working or not, the prices are too much.
- Recommendation that Costco can be a little cheaper for hearing aid batteries.
- Clears – online website, submit your prescription and you can get glasses for much cheaper.
- Reminder that ODSP does not reimburse a client for glasses, so idea with ordering off the website will not work because we cannot reimburse, Ontario works is able to reimburse clients for glasses within a certain time frame.
- One client brought up the possibility of getting health benefits from Ontario Works, although she is working and has closed her file. There is a Possibility of Ontario works providing benefits if

your employer is unable to, if your file has closed within a certain amount of time - If you are exiting the Ontario Works program, health benefit portion can be extended for up to 6 months, can give you an opportunity to apply for OTHB (Ontario Works).

- Opening an Ontario works file can close your OTHB, same benefits roughly, however.
- Reminder that names brand drugs could sometimes not be covered by OW or ODSP, but the generic name may be, as a client is struggling with a barrier of accessing medication as neither social assistance programs can cover his medication.
- One client expressed he will not let his disability throw him down, don't think it slows you down, consider that it may just change your route instead.
- One client says she has her hearing aid batteries covered on both programs, more recently Ontario Works covered more batteries.
- Being treated as a lower-class citizen is more than frustrating, to fall through the cracks is very difficult, to get through to your caseworker is hard. The entire process is difficult and frustrating. "Bad luck".
- Consider a Facebook group such as a buy nothing site, stuff to give away give to people in need on the internet.
- The difficulty of trying to get out to work, making the same money as assistance but no benefits. It is difficult to survive on the costs of anything.
- Social Assistance reform group – for those interested in joining to help push for change.
- Would like a budgeting workshop, to know how to budget, save money, help ourselves, maybe have a bank come in, talk about TFSA's, RRSP's.
- RCDSB – budgeting programs, has been very valuable
- RCDHU sexual health clinic, vouchers for lower cost birth control, make appointment
- A client addressed the housing issue in Renfrew County, consider renting with other people, may be cheaper.

One client has some 'survival tips':

- learned to go to the smaller grocery stores at the end of the day and see what they are throwing away, as a lot of food is time sensitive. Same with farmers markets. Freeze food, if food goes bad, throw away the bad part to make it stretch.
- Check for the prices compared to how much food there is.
- Check the bottom shelves in the store, often this food is going bad and can be cheaper.
- Find food that has the longest expiration date so that it can last longer, opt for no name brands instead of the name brands.
- Collect coupons out of the newspapers.
- Network, share with neighbors, split the costs.
- Don't be afraid to ask! Caseworkers are here to help, do not be afraid to ask.
- Try going to the grocery store around 9pm to have better luck for getting cheaper or free things that the stores may be throwing out at the end of the day anyway.
- Don't be afraid to ask a vendor or clerk for something at a cheaper price, you never know what they may say!
- Farmers market vendors often don't want to bring all their food they tried to sell home at the end of the day, walk through before closing and ask if you can have some things for free.

4. Closing

- Please send any questions you have for the DAU to Tracy Deacon for the next meeting.
- Caseworkers are here to help, any questions or concerns please do not hesitate to ask.
- Next Meeting October 19th, 2022
- Thank you for attending and your inputs, all those who attended will receive a 25\$ gift card.

From: Social Assistance (MCCSS) <Social.Assistance@ontario.ca>

Sent: Thursday, August 25, 2022 10:06:03 AM

To: Social Assistance (MCCSS) <Social.Assistance@ontario.ca>

Subject: Upcoming Changes to the Ontario Disability Support Program and the Assistance for Children with Severe Disability Program

Upcoming Changes to the Ontario Disability Support Program and the Assistance for Children with Severe Disabilities Program

Quick Summary

Ontario Disability Support Program rates and the monthly maximum amount for the Assistance for Children with Severe Disabilities Program will increase by 5% effective September 1, 2022.

FYI for

- Ontario Works Administrators – *Please distribute to Ontario Works Staff*
 - Municipalities and District Social Services Administration Boards
 - First Nations
- Social Assistance Programs Division Directors
- Social Assistance Program Managers
- Social Assistance Program Supervisors
- Ontario Disability Support Program Managers
- Ontario Disability Support Program Staff

What's Happening:

The government will provide a 5% increase to the following rates:

- basic needs and shelter maximums for singles and families
- board and lodge amounts for singles and families
- the amount provided for a couple where both have disabilities (double disabled maximum)
- amounts for services provided by a Long-Term Care Home or a Specialized Care Residence
- the rate table used for calculating the income charge for sponsored immigrants living with their sponsor

The 5% increase also applies to the maximum monthly amount for the Assistance for Children with Severe Disabilities Program. The maximum monthly amount of financial assistance that may be paid on behalf of a child with a severe disability under the ACSD program will increase to \$580 per month per child. The minimum payment of \$25 remains unchanged. Increases to relevant cases will be applied through Social Assistance Management System.

Note that the 5% increase does **not** apply to any of the special purpose allowances or benefits in the Ontario Disability Support Program.

In addition, the 5% increase does **not** apply to Ontario Works.

Key Dates

The Ontario Disability Support Program and the Assistance for Children with Severe Disabilities rate increase will be effective September 1, 2022 and will be reflected in the September 29th payment.

Revised directives for the Ontario Disability Support Program rate increase will be available in October.

More Information

Ontario Disability Support Program [key messages](#) and [Qs & As](#) are attached and are also available on the Social Assistance Extranet to assist staff in answering questions from individuals related to these changes.

Contact

If you have any questions about this communication, please contact James Lee, Manager, Social Assistance Program Policy Branch at james.lee@ontario.ca or 416-399-3547.

Sent from

Laura Belfie, Director, Social Assistance Program Policy Branch

Questions and Answers

Rate Increase for Ontario Disability Support Program

GENERAL QUESTIONS

1. What is the government proposing?

The government is taking immediate action to invest approximately \$900 million over the next four years to increase the rates of income support for the Ontario Disability Support Program by 5%.

The government is also proposing to make ongoing investments to tie future annual increases to inflation starting in 2023–24.

2. Why is the government doing this?

Ontario is experiencing economic shocks due to complex global challenges that are creating significant cost increases of goods and services.

As Ontarians face the rising cost of living, the Ontario government is stepping in to support persons with a disability and their families, who face extra expenses and barriers.

The immediate 5% increase will help support Ontarians that may have limited ability to off-set the rising cost of living from recent inflation and help make life more affordable for persons with a disability. Future increases tied to annual inflation will help reduce long-term impacts of inflation on persons with a disability.

3. When will these changes be implemented?

The immediate 5% increase will be effective September 1, 2022, and recipients of the Ontario Disability Support Program can expect to see the increase on their payments September 29, 2022.

Details on annual increases tied to inflation will follow later in the year.

4. What changes are being made to the Ontario Disability Support Program rates?

Ontario Disability Support Program rates will see a 5% increase to:

- basic needs and shelter maximums for singles and families
- board and lodge rates for singles and families
- the amount provided for a couple where both have disabilities (double disabled maximum)
- amounts for services provided by a Long-Term Care Home or a Specialized Care Residence
- the rate table used for calculating the income charge for sponsored immigrants living with their sponsor

5. What do the amounts for services provided by a Long-Term Care Home, or a Specialized Care Residence include?

The amounts for services provided by a Long-Term Care Home or a Specialized Care Residence refers to the amount that is provided to the long-term care home under the *Long-Term Care Homes Act, 2007* or an intensive support residence or a supported group living residence under the *Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008*.

The increase to these rates does **not** include the Personal Needs Allowance which will continue to be \$149 per individual.

6. What allowances/benefits are not changing?

The following Ontario Disability Support Program allowances, and benefits will stay at the current amounts and are not changing:

- Remote Communities Allowance
- Personal Needs Allowance
- Special Boarder Allowance
- Special Diet Allowance
- Pregnancy/Breast Feeding Nutritional Allowance
- all other benefits.

In addition, the 5% increase does **not** apply to rates, allowances, and benefits under the Ontario Works program, including Temporary Care Assistance.

7. How will individuals on social assistance be informed of these changes?

For Ontario Disability Support Program recipients, an informational insert will be included with their monthly payment that is issued on September 29, 2022. This insert will include the ministry's website which will provide more information on these changes.

8. Why isn't the government increasing all social assistance rates for both Ontario Disability Support Program and Ontario Works?

Persons with a disability and their families may be limited in their ability to work and some may face additional costs due to their disability. The government is helping support persons with disabilities that may be particularly sensitive to the increases in costs of living.

9. What is the government doing for Ontario Works?

Ontario Works is a temporary program of last resort that provides financial assistance and employment assistance to help individuals and their families achieve financial independence. The government will continue focusing on improving access to employment and training services for Ontario Works recipients.

There are also a variety of federal and provincial income-tested benefits available to Ontarians, in addition to Ontario Works. These include the Low-Income Individuals and Families Tax Credit (LIFT), which provides up to \$850 each year in Ontario personal income tax relief to low-income workers and the Canada Workers Benefit (CWB), which is a refundable tax credit to help individuals and families who are working and earning a low income.