



COMMUNITY SERVICES COMMITTEE

Wednesday, October 12, 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 September 13, 2022.
5. Community Services Department **Page**
 - a) Department Report 3
 - b) Ontario Works Division Report 6
 - c) Child Care and Early Years Division Report 28
6. New Business.
7. Closed Meeting – None at time of mailing.
8. Date of next meeting (at the call of the Chair) and adjournment.

NOTE: a) **County Council: Wednesday, October 26, 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: October 12, 2022
SUBJECT: Department Report

INFORMATION

1. **City of Pembroke, Housing and Homelessness Meeting**

On September 22, 2022, at the request of Mayor Lemay from the City of Pembroke, Warden Robinson, Chair Brose, CAO Craig Kelley, members of the Community Services management team, members of community agencies that offer programs to support homeless in the City of Pembroke, along with other invited guests, attended a meeting to discuss the services and supports that are available in the City of Pembroke for people who are homeless or at risk of homelessness.

RESOLUTIONS

2. **Integrated Community Housing [Strategic Goal #3(b)]**

Recommendation: THAT the Community Services Committee supports the recommendation from the Development and Property Committee, that recommends that County Council make a formal request of the City of Pembroke that all municipal fees and charges as they relate to the building of Integrated Community Housing units at Lea/Douglas Street(s) be waived.

Background

At the December 2021 meeting of County Council, Resolution No. CS-CC-22-08-59 was passed which stated:

“THAT County Council accept the Pembroke Multi-Residential concept as presented by VG Architects;
AND FURTHER, that staff be directed to proceed with the Tender Process to build new housing units, located at Lea Street and Douglas Street in the City of Pembroke, on lands owned by the Renfrew County Housing Corporation (RCHC);
AND FURTHER, approve the reallocation of \$250,000 from the Ontario Priorities Housing Initiative (OPHI) program, that was originally approved for an affordable secondary suites program, to be used for the Integrated Community Housing Complex in Pembroke, Ontario.”

Plans are underway for the building of the Integrated Community Housing project located in the City of Pembroke on Lea and Douglas Street. As these units are located in the City of Pembroke, a formal written request is required by the City of Pembroke for their review and approval on any requests related to municipal fees and charges as it relates to new buildings.

3. **ROMA Delegations - Housing [Strategic Goal #1(b)]**

Recommendation: THAT the Community Services Committee recommend to County Council the approval of the submission of the following delegation requests for the ROMA Conference January 22-24, 2023:

- Associate Minister of Housing Michael Parsa – Affordable and Attainable Housing; and
- Minister Merrilee Fullerton, Ministry of Children, Community and Social Services – Increasing Social Assistance Rates for the Ontario Works and Temporary Care Assistance Program.

Background

We are seeking an opportunity to present to Associate Minister Michael Parsa our concerns with affordable and attainable housing. While the County of Renfrew is on track to build affordable and supportive housing in the City of Pembroke, more affordable housing is needed in areas across the County. Increasing the number of affordable and attainable housing units is critical in attracting economic growth, sustaining healthy communities, and reducing pressure on the fragile infrastructures and services currently in place.

An opportunity to discuss with Minister Merrilee Fullerton our concerns over the recent budget announcement increasing the rates for the Ontario Disability Support Program (ODSP) and Assistance for Children with Severe Disabilities Program by 5% but not to Ontario Works or Temporary Care Allowance creates undue hardship for those in receipt of these financial assistance programs.

4. **Ontario Works Division Report**

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

5. **Child Care and Early Years Division Report**

Attached as Appendix II 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.

ONTARIO WORKS REPORT

Prepared by: Andrea Patrick, Manager of Ontario Works

Prepared for: Community Services Committee

October 12, 2022

INFORMATION**1. Provincial Social Assistance Caseload Forecast [Strategic Plan Goal #3 (b)]**

Attached as Appendix OW-I is a memo dated September 6, 2022 from Colleen Hardie, Director of Social Assistance Service Delivery Branch, Toronto and West Regions and Nancy Sauve, Director of Social Assistance Service Delivery Branch, Central, East and North Regions. The memo outlines the social assistance caseload forecast for the 2022-23 and 2023-24 fiscal years and was prepared by the Business Intelligence and Practice Division of the Ministry of Children, Community and Social Services (MCCSS).

The caseload forecast attached as Appendix OW-II is prepared using actual social assistance data and labour market trends up to and including May 2022 as well as the January 2022 unemployment rate forecast by the Ministry of Finance. It provides the caseload forecast for each Consolidated Municipal Service Manager (CMSM) and District Social Services Administration Board (DSSAB) for planning purposes only.

2. Employment Services Transformation Update [Strategic Plan Goal #3 (b)]

Attached as Appendix OW-III is a memo dated September 22, 2022 from Jody Young, Assistant Deputy Minister for the Ministry of Labour, Immigration, Training and Skills Development (MLITSD). The competitive process to select the new Service System Manager (SSM) for the Kingston-Pembroke catchment area has been concluded. The successful proponent is Serco Canada Inc.

Serco Canada Inc. is part of a consortium with Deloitte Canada Inc. and Thrive Career Wellness Inc. Serco Canada Inc. currently supports federal and provincial governments in Newfoundland, Labrador, Ontario, Saskatchewan, and British Columbia with a range of services and has

international operations in several countries including health care management services in the United Kingdom.

With the introduction of the new SSM, employment service providers in Kingston-Pembroke will be provided a period of stability including:

- A Planning Period from September to December 2022.
- A nine-month Transition Period beginning January 1, 2023 to September 30, 2023. During this time, service provider funding will remain unchanged and service providers in the Kingston-Pembroke area will receive an extension to their existing agreements with MLITSD.

Currently in Renfrew County, employment services are delivered by Algonquin College for Pembroke and area, by Ontrac Employment Resource Services for Renfrew and Arnprior and surrounding areas, and by the Petawawa Military Family Resource Centre for Petawawa and Deep River and area. Referral of Ontario Works clients to the new SSM will begin after the Transition Period on October 1, 2023. MLITSD along with MCCSS, will work with all delivery partners to provide support throughout the Transition Period.

Kingston-Pembroke was one of the economic regions identified to be part of Phase 1 for the new Integrated Employment Services model. The competitive process to select a SSM for the Phase 2 regions is currently underway and expected to be concluded by the end of the year. Toronto, the Northeast, and the Northwest will follow as Phase 3 of the provincial plan to modernize the employment and training system in Ontario.

Appendix OW-IV is a Questions and Answers document that provides further details regarding these upcoming changes.

**Ministry of Children,
Community and Social Services**

Director's Office
Social Assistance
Service Delivery Branch

**Ministère des Services
à l'enfance et des Services
sociaux et communautaires**
Bureau du directeur
Direction de la prestation des
services en matière d'aide sociale



September 6, 2022

MEMORANDUM TO: Ontario Works Administrator

FROM: **Colleen Hardie**
Director, Social Assistance Service Delivery Branch, Toronto
and West Regions
Nancy Sauve
Director, Social Assistance Service Delivery Branch, Central,
East and North Regions

RE: May 2022 Social Assistance Caseload Forecast

Enclosed is the May 2022 social assistance caseload forecast for the 2022-23 and 2023-24 fiscal years prepared by the Business Intelligence and Practice Division of the Ministry of Children, Community and Social Services.

This May 2022 Social Assistance Caseload Forecast uses actual social assistance data and labour market trends up to and including May 2022 and the January 2022 unemployment rate forecast of the Ministry of Finance. It incorporates the impacts of policy and program changes implemented to date. Note that this is a forecast of what the caseload level would be if assumed economic and policy conditions prevail in the current and next fiscal years.

The document also provides a distribution of the province-wide caseload forecast by Consolidated Municipal Service Manager (CMSM)/District Social Services Administration Board (DSSAB) for planning purposes only. The distribution is based on each CMSM/DSSAB's 2022-23 year-to-date actual average share of the provincial caseload.

I trust you will find this information useful.



Colleen Hardie
Director,
Social Assistance Service Delivery Branch, Toronto and West Program Office



Nancy Sauve
Director,
Social Assistance Service Delivery Branch, Central, East and North Regions

Ontario Ministry of Children, Community and Social Services May 2022 Provincial Social Assistance Caseload Forecast

ONTARIO WORKS AVERAGE MONTHLY CASELOAD May 2022 Forecast			
	2021-22*	2022-23	2023-24
Singles with children	57,626	63,028	67,125
% change		9.4%	6.5%
Singles without children	117,496	140,406	151,613
% change		19.5%	8.0%
Couples	14,858	17,039	18,711
% change		14.7%	9.8%
Total Ontario Works	189,981	220,472	237,449
% change		16.1%	7.7%
Temporary Care Assistance	6,984	6,904	6,918
% change		-1.1%	0.2%
GRAND TOTAL	196,964	227,376	244,368
% change		15.4%	7.5%
*actual monthly average caseload			

ONTARIO DISABILITY SUPPORT PROGRAM AVERAGE MONTHLY CASELOAD May 2022 Forecast			
	2021-22*	2022-23	2023-24
Singles	329,795	334,995	353,172
% change		1.6%	5.4%
Couples	41,667	40,887	42,479
% change		-1.9%	3.9%
Total ODSP	371,462	375,882	395,650
% change		1.2%	5.3%
Assistance for Children with Severe Disabilities	25,301	26,445	26,833
% change		4.5%	1.5%
GRAND TOTAL	396,763	402,327	422,483
% change		1.4%	5.0%
*actual monthly average caseload			

1. Forecast

- In line with Ministry of Finance's (MOF) updated Labour Market Forecast (LMF), the forecast Ontario Works caseload (including Temporary Care Assistance (TCA)) for 2022-23 has been adjusted downward by about 23,700 cases or about 9.4% compared to the September 2021 forecast. The 2022-23 Ontario Works average monthly caseload (including TCA) is forecast to be about 227,400 cases – about 15.4% higher than in 2021-22.

- ▣ Following recent caseload trends, the forecast Ontario Disability Support Program (ODSP) caseload (including Assistance for Children with Severe Disabilities (ACSD)) for 2022-23 has been adjusted downward by about 26,400 cases (6.2%) compared to the September 2021 forecast. In 2022-23, the ODSP average monthly caseload (including ACSD) is forecast to be about 402,300 cases – about 1.4% higher than in 2021-22.

2. Caveats

- ▣ This social assistance caseload forecast uses actual social assistance data and labour market trends up to and including May 2022. It includes the expected impacts of approved program and policy changes to date. It does not incorporate potential impacts of digital and automated delivery solutions that have not yet been implemented, nor initiatives the Ministry included in its 2022-23 Multi-Year Plan.
- ▣ This is a forecast of what the caseload levels would likely be if current expectations prevail in the future. The forecast assumes that current policies and practices continue over the next four years. However, a variety of risks to this forecast exists.
- ▣ MOF's January 2022 LMF is a key input to this forecast. Therefore, it is a potential source of forecast risk. All else equal, an unemployment rate that is higher than forecast by one percentage point could result in a 9% increase in the Ontario Works caseload or additional social assistance expenditures of up to \$112 million per year.
- ▣ The Ministry also faces the following forecast risks:
 - To address the immediate need and emergency situation of Ukrainian migrants under the Canada-Ukraine Authorization for Emergency Travel (CUAET), regulation changes were made to allow them access to emergency assistance for up to six months from April 2022 to September 2022. The impacts of proposals under consideration to extend income support to these migrants are not included in this forecast update.
 - The average monthly number of ODSP applications received from October 2021 to May 2022 was in line with pre-COVID levels. However, the average monthly number of new ODSP cases granted remained 30% lower than pre-COVID levels over this period. If the rate at which new ODSP cases are granted does not return to pre-COVID levels, actual ODSP caseloads could be lower than indicated in this forecast update.

May 2022 Social Assistance Caseload Forecast Distributed by 47 CMSM/DSSAB's

- ▣ A distribution of the provincial social assistance caseload forecast by CMSM/DSSAB is provided for planning purposes only. The Ministry does not produce a caseload forecast at the CMSM/DSSAB level that reflects local economic conditions. The Ministry only produces a forecast of the Ontario Works caseload and the Ontario Disability Support Program caseload at the provincial level.
- ▣ This distribution is based on each CMSM/DSSAB's 2022-23 YTD (i.e., April 2022 to July 2022) actual average share of the provincial caseload.

May 2022 Caseload Forecast Distributed by CMSM/DSSAB - Ontario Works

REGION	CMSM/DSSAB	Ontario Works (including Temporary Care Assistance)		
		Monthly Average Caseload		
		2021-22*	2022-23	2023-24
TORONTO	Toronto CMSM	59,011	68,391	73,501
CENTRAL EAST	Dufferin CMSM	397	455	489
	Simcoe CMSM	4,424	5,111	5,492
	Wellington CMSM	1,628	1,967	2,114
	York CMSM	7,024	8,738	9,391
CENTRAL WEST	Halton CMSM	1,601	1,882	2,023
	Peel CMSM	11,055	12,994	13,965
	Waterloo CMSM	7,682	8,532	9,170
EASTERN	Cornwall CMSM	1,392	1,661	1,785
	Lanark CMSM	722	855	918
	Leeds & Grenville CMSM	1,038	1,136	1,221
	Ottawa CMSM	13,496	15,774	16,953
	Prescott & Russell CMSM	786	844	907
	Renfrew CMSM	1,021	1,185	1,274
HAMILTON-NIAGARA	Brant CMSM	1,774	2,149	2,309
	Hamilton CMSM	9,088	10,227	10,991
	Niagara CMSM	8,558	10,233	10,997
	Norfolk CMSM	1,074	1,233	1,325
	Oxford CMSM	1,098	1,239	1,331
NORTH EAST	Cochrane DSSAB	1,680	1,922	2,066
	Greater Sudbury CMSM	2,746	3,150	3,385
	Manitou in-Sudbury DSSAB	491	538	578
	Muskoka CMSM	629	739	794
	Nipissing DSSAB	1,632	1,857	1,996
	Parry Sound DSSAB	584	649	698
	Timiskaming DSSAB	595	707	759
NORTHERN	Algoma DSSAB	629	741	796
	Kenora DSSAB	603	712	766
	Rainy River DSSAB	209	237	255
	Sault Ste. Marie DSSAB	1,755	2,052	2,205
	Thunder Bay DSSAB	2,593	2,934	3,154
SOUTH EAST	Durham CMSM	6,593	7,565	8,130
	Hastings CMSM	1,833	2,261	2,430
	Kawartha Lakes CMSM	1,255	1,399	1,503
	Kingston CMSM	2,050	2,384	2,562
	Northumberland CMSM	497	662	711
	Peterborough CMSM	2,723	3,088	3,318
	Prince Edward-Lennox & Addington CMSM	785	885	951
SOUTH WEST	Bruce CMSM	436	540	580
	Chatham-Kent CMSM	2,096	2,439	2,621
	Grey CMSM	1,151	1,340	1,440
	Huron CMSM	380	420	451
	Lambton CMSM	2,407	2,758	2,964
	London CMSM	8,842	10,087	10,841
	St. Thomas CMSM	1,114	1,339	1,439
	Stratford CMSM	633	744	800
	Windsor CMSM	6,263	7,230	7,770
First Nations		10,893	11,393	12,245
Provincial Total (including First Nations)		196,964	227,376	244,368

Numbers may not add up due to rounding

* Actual monthly average caseload

May 2022 Caseload Forecast Distributed by CMSM/DSSAB -ODSP

REGION	CMSM/DSSAB	Ontario Disability Support Program (including Assistance for Children with Severe Disabilities) Monthly Average Caseload		
		2021-22*	2022-23	2023-24
TORONTO	Toronto CMSM	83,252	85,868	90,171
CENTRAL EAST	Dufferin CMSM	1,171	1,181	1,241
	Simcoe CMSM	14,926	14,962	15,711
	Wellington CMSM	5,086	5,086	5,340
	York CMSM	14,863	14,755	15,494
CENTRAL WEST	Ha ton CMSM	6,944	6,917	7,264
	Peel CMSM	22,210	22,646	23,781
	Waterloo CMSM	13,683	13,712	14,399
EASTERN	Cornwall CMSM	5,770	5,816	6,108
	Lanark CMSM	2,792	2,809	2,950
	Leeds & Grenville CMSM	3,895	3,950	4,148
	Ottawa CMSM	27,137	27,500	28,878
	Prescott & Russell CMSM	2,959	3,024	3,176
	Renfrew CMSM	3,854	3,846	4,039
HAMILTON-NIAGARA	Brant CMSM	5,724	5,811	6,102
	Hami ton CMSM	21,449	21,995	23,097
	Niagara CMSM	17,404	17,525	18,403
	Norfolk CMSM	3,267	3,258	3,421
	Oxford CMSM	3,084	3,072	3,226
NORTH EAST	Cochrane DSSAB	3,287	3,317	3,483
	Greater Sudbury CMSM	6,651	6,819	7,160
	Manitou in-Sudbury DSSAB	1,048	1,023	1,074
	Muskoka CMSM	1,947	1,990	2,090
	Nipissing DSSAB	4,682	4,754	4,992
	Parry Sound DSSAB	1,595	1,625	1,706
	Timiskaming DSSAB	1,622	1,604	1,684
NORTHERN	Algoma DSSAB	1,686	1,703	1,789
	Kenora DSSAB	1,311	1,304	1,370
	Rainy River DSSAB	501	515	540
	Sau t Ste. Marie DSSAB	4,193	4,319	4,536
	Thunder Bay DSSAB	6,041	6,186	6,496
SOUTH EAST	Durham CMSM	15,916	15,963	16,763
	Hastings CMSM	9,109	9,223	9,685
	Kawartha Lakes CMSM	2,955	3,045	3,198
	Kingston CMSM	7,595	7,730	8,117
	Northumberland CMSM	2,705	2,747	2,885
	Peterborough CMSM	5,802	5,850	6,143
	Prince Edward-Lennox & Addington CMSM	2,715	2,763	2,902
SOUTH WEST	Bruce CMSM	1,821	1,864	1,958
	Chatham-Kent CMSM	4,772	4,830	5,072
	Grey CMSM	3,525	3,573	3,752
	Huron CMSM	1,857	1,912	2,007
	Lambton CMSM	4,020	3,998	4,199
	London CMSM	16,670	16,613	17,445
	St. Thomas CMSM	2,941	2,961	3,109
	Stratford CMSM	1,923	1,926	2,023
	Windsor CMSM	14,908	14,916	15,663
First Nations		3,495	3,518	3,695
Provincial Total (including First Nations)		396,763	402,327	422,483

Numbers may not add up due to rounding

* Actual monthly average caseload

**Ministry of Labour,
Immigration, Training and
Skills Development**

Office of the Assistant Deputy
Minister

777 Bay Street,
26th Floor
Toronto ON M5G 2E5

**Ministère du Travail, de
l'Immigration, de la Formation
et du Développement des
compétences**

Bureau du sous-ministre adjoint

777, rue Bay,
26^e étage
Toronto ON M5G 2E5



Memorandum

To: Consolidated Municipal Service Managers
District Social Services Administration Boards

From: Jody Young, Assistant Deputy Minister

Date: September 22, 2022

Subject: Employment Services Transformation Update

Today, I am pleased to provide an update regarding the progress of the ongoing transformation and integration of employment services.

New Service System Manager (SSM) in Kingston-Pembroke

The competitive process to select the SSM for the Kingston-Pembroke catchment area has concluded. The successful proponent is Serco Canada Inc. as part of a consortium with Deloitte Canada Inc. and Thrive Career Wellness Inc.

Serco Canada Inc. currently supports federal and provincial governments in Newfoundland and Labrador, Ontario, Saskatchewan, and British Columbia with a range of services, and has international operations in several countries including providing health care management services in the UK.

Serco Canada Inc. was selected through a rigorous competitive process and has demonstrated their capacity to oversee the design, planning and delivery of the new Integrated Employment Services (IES) model.

Transition Planning in Kingston-Pembroke

With the introduction of this new SSM, service providers in Kingston-Pembroke will be provided a period of stability including: a Planning Period from September to December 31, 2022; and a nine (9) month Transition period, beginning January 1, 2023 to September 30, 2023. During this time, service provider funding will remain unchanged.

In order to align with the Planning Period, service providers in the Kingston-Pembroke catchment area will receive an extension to their agreements with the ministry.

Referral of Ontario Works clients to IES will begin after the Transition Period, on October 1, 2023. The ministry, as well as the Ministry of Children, Community and Social Services, will work with all delivery partners to provide support throughout the Transition Period.

Engagement in Toronto and the North

The ministry is planning to consult with partners in order to gain a better understanding of how to best deliver employment services in Toronto, Northeast and Northwest given the complexity of these catchment areas. In the coming weeks, the ministry will release a market sounding document. Organizations will have the opportunity to provide feedback through the market sounding document as well as vendor engagement sessions about how to improve service delivery for clients in these diverse and complex catchments. The market sounding document and vendor engagement sessions will be open not-for-profit, private and public entities, including municipalities, colleges and Indigenous organizations.

Phase 2 Catchment Areas

On June 10, 2021, the government [announced](#) a multi-stage competitive process which would see SSMs selected for all catchment areas in Ontario by the end of 2023. Progress continues on this phased provincial rollout. The competitive process for Phase 2 catchment areas of Durham, London, Ottawa, Windsor-Sarnia, and Kitchener-Waterloo-Barrie is in progress, and is expected to be completed by the end of 2022.

Further Information and Next Steps

Additional details about what is happening now, and next steps, are available in the attached Questions and Answers document.

As mentioned in the [Minister's announcement](#) today, the new IES as implemented in the first three catchments of the province is already showing promising results. These benefits are a direct result of your ongoing partnerships while we move forward with this important transformative initiative to modernize Ontario's employment and training system.

As we continue to move through this process, I remain committed to providing regular updates to our municipal partners.

Sincerely,

Original signed by

Jody Young
Assistant Deputy Minister
Employment and Training Division

Cc:

Simone Atungo, Assistant Deputy Minister, Workforce Policy and Innovation Division, Ministry of Labour, Immigration, Training and Skills Development

Cordelia Clarke Julien, Assistant Deputy Minister, Social Assistance Programs Division, Ministry of Children, Community and Social Services

Sunny Sharma, Director, Business Innovation and Implementation Branch, Social Assistance Programs Division, Ministry of Children, Community and Social Services

Gloria Lee, Executive Director, Transformation Secretariat, Employment and Training Division, Ministry of Labour, Immigration, Training and Skills Development

Jamie McGarvey, President, Association of Municipalities of Ontario

Mike Jacek, Director of Policy, Association of Municipalities of Ontario

Cathy Cousins, President, Ontario Municipal Social Services Association

Doug Ball, Executive Director, Ontario Municipal Social Services Association

Darryl Wolk, Manager, Ontario Municipal Social Services Association

Fern Dominelli, Executive Director, Northern Ontario Service Deliverer's Association

Michelle Boileau, Chair, Northern Ontario Service Deliverer's Association

Penny Lucas, Vice-Chair, Northern Ontario Service Deliverer's Association

Mark King, Vice-Chair, Northern Ontario Service Deliverer's Association



Ministry of Labour, Immigration, Training and Skills Development

Employment Services Transformation:

Fall 2022 Update

General Questions & Answers

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Transition In Kingston-Pembroke Catchment Area

I'm a service provider in the Kingston-Pembroke catchment area. How will the Service System Manager (SSM) model impact me?

Like the prototypes and Phase 1 catchment areas, the Ministry of Labour, Immigration, Training and Skills Development (MLITSD) has established a sequenced approach to transformation that will ensure service continuity, network stability, and client access as roles and responsibilities shift during the transition from ministry oversight of service providers to SSM oversight.

Planning Period (September to December 31, 2022)

This period starts on the date of contract signing and is intended to allow SSMs to establish themselves within their catchment area and familiarize themselves with the existing Employment Ontario (EO) service provider network. During this period, service providers will continue to hold contracts with the ministry and the ministry will not make changes to service provider funding or targets.

Transition Period (January 1, 2023 to September 30, 2023)

During this period, the responsibility for managing in-scope EO programs and Ontario Disability Support Program (ODSP) employment services service providers will be transferred to SSMs. However, SSMs will not be able to make changes to the funding and targets of the service provider network during this period.

In-scope EO programs for Employment Services Transformation are:

- Employment Service
- Youth Job Connection
- Youth Job Connection-Summer
- Ontario Employment Assistance Service
- Supported Employment

In-scope Social Assistance programs are:

- ODSP Employment Supports

Integrated Employment Services (IES) Delivery Period (October 1, 2023 and onwards)

At this time, transition is complete and referral to IES for Ontario Works and ODSP recipients will be transferred to SSMs. The SSMs will be permitted to make changes to

the service provider network and will be fully responsible for the design, planning and delivery of employment services within their catchment area.

Service System Managers will be required to monitor and manage the overall health and capacity of their service delivery footprint.

Will the ministry provide an opportunity for service providers and the SSMs in the Kingston-Pembroke catchment area to meet and introduce their organizations?

As part of the ministry's onboarding plan for the Kingston-Pembroke catchment area, MLITSD will be facilitating introductions between the SSM, service providers, and social assistance partners in their respective catchment areas. This is intended to ensure that the SSM and service providers are aligned and prepared to undertake their respective responsibilities and roles within the new IES model.

In addition, the SSM will be developing an integrated engagement plan with EO service providers, municipalities and other organizations serving inclusion groups to support effective service planning and delivery of employment services for clients.

Will service providers in the Kingston-Pembroke catchment area still offer government training programs like Literacy and Basic Skills, Canada-Ontario Job Grant or Youth Job Connection?

Out-of-scope EO programs will continue to be delivered by the existing service provider network across the province. MLITSD will continue to provide oversight for these programs.

SSMs will refer jobseekers to appropriate employment and training supports, including referrals to ministry retained programs (e.g., Canada-Ontario Job Grant, Literacy and Basic Skills, Apprentices).

How will this affect current Transfer Payment Agreements for service providers in the Kingston-Pembroke catchment area?

Service providers located in the Kingston-Pembroke catchment area have received a four-month extension to the project period of their 2022-23 ministry transfer payment agreement for the following programs:

- Employment Service;
- Supported Employment; and
- Youth Job Connection/Youth Job Connection Summer.
- ODSP-ES

Amended agreements have an updated project period end date of October 31, 2022.

To align with the Planning Period, service providers in the Kingston-Pembroke catchment area will receive an additional extension to their agreements with the ministry. The ministry will ensure that service providers receive their committed allocations for the current fiscal year. Service providers are encouraged to continue with service delivery as status quo.

With the introduction of the new SSM for Kingston-Pembroke, service providers will be provided with a period of stability, including three (3) months of Planning Period, and nine (9) months of Transition Period whereby service provider funding will remain unchanged.

What happens to EO service providers who have service delivery sites both inside and outside the Kingston-Pembroke catchment areas? Who will hold those contracts?

The new SSM will establish their own agreements with service providers during the Transition Period within their catchment area, which begins on January 1, 2023. The SSM is expected to develop their own agreement with the service providers for the Transition Period that aligns with the ministry standards and expectations, including commitment to maintaining funding levels. Contracts will remain unchanged for service providers with delivery sites outside of the catchment area.

Why has the ministry announced the successful candidate for Kingston-Pembroke subsequent to the other three Phase 1 SSMs?

The ministry took extra time to complete the assessment and negotiation process for the remaining catchment area of Kingston-Pembroke.

How do SSMs prepare to implement their new delivery models during Transition Period and IES Delivery?

The Kingston-Pembroke SSM will develop a Transition Phase Outcomes submission in consultation with stakeholders in their communities, including service providers, representatives of specialized client groups, municipalities, and others. These plans build upon the submissions provided by SSM through the Call for Proposal.

Transition Phase Outcomes from SSM submissions are based upon a detailed and evidence-based assessment of network capacity, local demand and service quality. As part of this process, SSMs are required to take into consideration local labour market data, as well as ministry data on client outcomes and service provider performance.

Through this process, SSMs need to further consult, develop, and outline their approach to service delivery including any innovative programs and service planning with specialized providers to meet local community needs. SSMs will also be able to consider any changes to the composition of their service delivery network.

Will there be a mechanism for resolving any potential disputes between service providers and their SSM?

Service System Managers are required to have in place client and service provider dispute resolution mechanisms including response time, escalation protocol and reporting requirements in their contract with the ministry. SSMs are required to make their dispute resolution process publicly available and report client and service provider disputes and resolutions to the ministry every quarter.

How will the ministry ensure that the perspective of a smaller employment agency is factored into the new model when they no longer have a direct relationship with ministry regional offices?

The ministry recognizes the importance of local delivery partners in providing high quality employment services to Ontarians. The ministry will be a system steward in the new employment service delivery model. As part of this stewardship role, the ministry will set standards, establish performance outcomes, and set the policies and priorities for the IES system. The ministry is interested in proactive engagement and collaboration with SSMs with input from providers focused on solving issues collaboratively and ensuring a healthy service delivery system and market.

What is changing for the Social Assistance offices in the Kingston-Pembroke catchment area?

The Ontario Works Employment Assistance Program and ODSP Employment Supports Program will be integrated into EO in the Kingston-Pembroke catchment area. The Ministry of Children, Community and Social Services, MLITSD and the SSM for the catchment will work together during the planning and transition periods to integrate these programs to support the implementation of IES that will begin on October 1, 2023.

Phase 2 & Phase 3 Catchment Information

What is the timeline for implementation of the remaining catchment areas?

Phase 2 catchment areas:

The competitive process for Phase 2 catchment areas (London, Durham, Windsor-Sarnia, Kitchener-Waterloo-Barrie, and Ottawa) began in April 2022. The process is ongoing. Further details will be available in the near future.

Phase 3 catchment areas:

The competitive process for the remaining higher complexity catchment areas (Toronto, Northeast, and Northwest) will occur in 2023. Further details will be available in the near future.

Why is the government proceeding with rolling out this approach provincially when the prototype sites are still in relatively early stages of implementation?

As we proceed in a phased approach to the province-wide roll-out, we are closely monitoring prototype results to determine how the new service delivery model is meeting EST objectives, including outcomes for clients.

Data is collected through a suite of digital platforms, including case management and contract management systems. Additionally, a comprehensive third-party evaluation is underway to gather information on the delivery, implementation and outcomes of the prototype catchment areas. The evaluation findings will serve as one line of evidence to inform the continuous improvement of the model throughout the provincial roll-out.

Will the ministry be consulting with stakeholders prior to implementing the model in Toronto and the North?

The ministry is initiating a Market Sounding Exercise with the vendor community, which includes a Market Sounding Document and Vendor Engagement sessions. The market sounding and vendor engagement process is open to community partners, Indigenous organizations, service provider network, municipalities and other stakeholders who are interested in providing feedback to the ministry about how best to improve service delivery and outcomes for clients in the complex catchment areas of Toronto and the North.

The market sounding document offers an opportunity for organizations to provide written feedback to the ministry about how to improve service delivery and client outcomes in Phase 3 catchment areas. The vendor engagement sessions are intended to provide opportunity for direct discussions between the ministry and organizations, as well as encourage vendors to form partnerships and consortiums.

What is in the market sounding document?

The market sounding document is a written method of engagement which will be used in tandem with the vendor engagement sessions. The market sounding document contains comprehensive information about the Employment Services Transformation and the integration of employment services, service delivery challenges in Toronto and the Northeast and Northwest Catchment Areas, the scope of the engagement, employment services tools and supports, questions for organizations to respond to, and the registration process to attend a vendor engagement session.

Will the ministry be making changes to the model to address the unique service delivery considerations for Toronto and the North? (e.g., more than one SSM per catchment?)

The ministry will leverage what we have heard from partners and stakeholder and what we will hear during market sounding and vendor engagement to inform considerations

to changes to the model. Any potential changes will be considered in keeping with the spirit and intent of the transformation, as well as implications, feasibility, and timing.

Is the ministry planning to engage with stakeholders beyond the market sounding and vendor engagement?

Vendor engagement sessions will be open to both interested vendors and non-vendors, including private, non-profit, municipalities, Indigenous, colleges etc. These sessions will be organized by sector and ministry presentations will be based on the details outlined in the market sounding document.

CHILD CARE AND EARLY YEARS REPORT

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

Prepared for: Community Services Committee

October 12, 2022

INFORMATION

1. **Child Care Worker and Early Childhood Educator Appreciation Day [Strategic Plan Goal #3 (b)]**

October 18, 2022 will mark the 22nd annual celebration of Child Care Worker and Early Childhood Educator Appreciation Day. This day recognizes the dedication and commitment of Early Childhood Educators and other child care staff who work with young children. Plans are being made to acknowledge the hard work and tremendous impact that these staff have on children, families, and communities within the County of Renfrew.

RESOLUTIONS

2. **Licensed Home Child Care (LHCC) Expansion [Strategic Plan Goal #3 (b)]**

Recommendation: THAT the Social Services Committee recommends to County Council the approval of an increase of the presently approved operating capacity of ten homes to the full licensed capacity of twenty-five homes.

Background:

On November 30, 2016, County Council approved the application to the Ministry of Education to operate a licensed home child care agency within the County of Renfrew Child Care and Early Years Division beginning 2017. At that time, direction was given for staff to oversee no more than five homes. On April 25, 2018, County Council approved the expansion of this oversight from five to ten homes, based on the need within the community, as well as the continued success of the agency within the County of Renfrew.

The County of Renfrew Licensed Home Child Care Agency has a licensed capacity of twenty-five homes. Currently, there are six homes that are operational and there are two more to be approved within this report.

In order to continue to strengthen our agency and provide more opportunities for families in the County of Renfrew to access licensed child care spaces, it is recommended that the cap of ten homes be lifted to reflect our licensed capacity of twenty-five homes. As more homes show interest in becoming licensed with our agency, we would closely monitor the program and report on any capacity concerns that may arise.

The licensed home child care model in the County of Renfrew supports a range of needs that are not met by the traditional centre-based child care model. Benefits include:

- Flexibility in terms of hours of care and rural locations where families may not otherwise have access to licensed child care
- Reduction in travel time to a licensed child care facility
- Part-time child care opportunities for those self employed or working seasonally, allowing small businesses to be established in rural communities
- Access to fee subsidy funding and special needs resourcing services unavailable to families and children in unlicensed child care
- Reduced daily child care rates through the Canada-wide Early Learning and Child Care (CWELCC) system as the County of Renfrew Licensed Home Child Care Agency has opted-in as a licensed agency

BY-LAWS

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

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

- Kim Lair (Pembroke)
- [REDACTED] (Petawawa)

Background:

Since 2018, the County of Renfrew has been licensed by the Ministry of Education to operate a Licensed Home Child Care Agency. Currently, there are six homes operating with 28 full-time children. One home resides in Arnprior, one is in Eganville, one is in Haley Station and three homes are in Pembroke.

Attached as Appendix CC-I is the By-law to amend By-law 50-17 authorizing the County of Renfrew to enter into an agreement with Licensed Home Child Care providers, as well as the Funding Agreements with Kim Lair, located in Pembroke, and [REDACTED] located in Petawawa.

COUNTY OF RENFREW

BY-LAW NUMBER

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


WHEREAS on April 26, 2017, the Corporation of the County of Renfrew enacted By-law No. 50-17, being a By-law to authorize the County of Renfrew to enter into an agreement with Licensed Home Child Care service providers, as amended on August 30, 2017, February 28, 2018, May 30, 2018, September 26, 2018, February 27, 2019, March 27, 2019, August 25, 2021, November 24, 2021, May 25, 2022 and June 29th, 2022.

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

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

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

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 individuals for the provision of child care in their homes:
 - Kim Lair
 - 
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 26th day of October 2022.

READ a second time this 26th day of October 2022.

READ a third time and finally passed this 26th day of October 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

FUNDING AGREEMENT FOR LICENSED CHILD CARE

BETWEEN:

County of Renfrew Child Care Agency
(the "Agency")

-and-

Kim Lair
(the "Provider")

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

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

THEREFORE THE PARTIES agree as follows:

1. Definition

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

Other Definitions

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

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

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

2. Status

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

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

3. Term

- a) Unless otherwise provided herein, this Agreement shall remain in force from October 26, 2022, until it is superseded or replaced by a subsequent agreement in writing between the parties, or unless terminated in its entirety by either party by giving to the other party thirty (30) days advance written notice of such termination. In the event that this Agreement is terminated by either party, the Provider will refund forthwith to the Agency all monies advanced to it by the Agency which have not been expended by the Provider in accordance with this Agreement.
- b) Notwithstanding any other provision of this Agreement the Agency may immediately terminate this Agreement, in whole or in part, with respect to the provision of any particular service where the Agency, in its sole and unfettered discretion, determines that the health, welfare or safety of any child is at risk.

4. Program

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

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

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

5. Payment

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

6. Agency Access, Consultation and Recommendations

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

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

7. Reports

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

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

8. Financial Reports

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

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

9. Confidentiality

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

10. Indemnification

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

11. Insurance

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

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

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

12. Freedom of Information

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

13. Human Rights Code

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

14. Severability

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

15. Governing Law

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

16. Laws

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

17. Notice

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

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

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

b) To: Kim Lair
22 Robinson Lane
Pembroke ON, K8A 7S1

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

18. Entire Agreement

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

19. Non-Waiver

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

20. Successors

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

21. Amendments

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

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

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

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Kim Lair, Provider:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

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

** I have the authority to bind the corporation.

FUNDING AGREEMENT FOR LICENSED CHILD CARE

BETWEEN:

County of Renfrew Child Care Agency
(the "Agency")

-and-


(the "Provider")

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

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

THEREFORE THE PARTIES agree as follows:

1. Definition

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

Other Definitions

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

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

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

2. Status

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

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

3. Term

- a) Unless otherwise provided herein, this Agreement shall remain in force from October 26, 2022, until it is superseded or replaced by a subsequent agreement in writing between the parties, or unless terminated in its entirety by either party by giving to the other party thirty (30) days advance written notice of such termination. In the event that this Agreement is terminated by either party, the Provider will refund forthwith to the Agency all monies advanced to it by the Agency which have not been expended by the Provider in accordance with this Agreement.
- b) Notwithstanding any other provision of this Agreement the Agency may immediately terminate this Agreement, in whole or in part, with respect to the provision of any particular service where the Agency, in its sole and unfettered discretion, determines that the health, welfare or safety of any child is at risk.

4. Program

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

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

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

5. Payment

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

6. Agency Access, Consultation and Recommendations

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

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

7. Reports

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

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

8. Financial Reports

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

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

9. Confidentiality

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

10. Indemnification

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

11. Insurance

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

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

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

12. Freedom of Information

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

13. Human Rights Code

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

14. Severability

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

15. Governing Law

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

16. Laws

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

17. Notice

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

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

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

b) To: [REDACTED]
1260 Victoria Street
Petawawa, ON K8H 2G1

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

18. Entire Agreement

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

19. Non-Waiver

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

20. Successors

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

21. Amendments

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

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

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

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of [REDACTED] Provider:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

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

** I have the authority to bind the corporation.