

Haldimand-Norfolk
Health and Social Services Advisory Committee

September 26, 2022

9:30 a.m.

Council Chambers

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12. Next Meeting	
12.1. To be Determined	
13. Adjournment	

Haldimand-Norfolk
Health and Social Services Advisory Committee

July 25, 2022
9:30 a.m.
Council Chambers

Present: Kim Huffman, Chris Van Paassen, Ryan Taylor,
Tony Dalimonte, Bernie Corbett

Absent with Stewart Patterson
Regrets:

Also Present: Heidi VanDyk, Syed Shah, Stephanie Rice, Lori
Friesen, Michael Vansickle, Alexis Wynveen, Dr.
Matt Strauss, Mandy Babbey

-
1. **Disclosure of Pecuniary Interest**
 2. **Additions to Agenda**
 3. **Presentations/Deputations**
 4. **Adoption/Correction of Advisory Committee Meeting Minutes**
 - 4.1 **Health and Social Services Advisory Committee - June 27, 2022**

Moved By: Bernie Corbett

Seconded By: Chris Van Paassen

The Minutes of the Health and Social Services Advisory Committee meeting dated June 27, 2022, having been distributed to all Committee

Members and there being no errors reported, they were there upon declared adopted and sign by Chair Dalimonte.

Carried.

5. Update on Reports

Heidy VanDyk, Acting General Manager, advised that all reports from the June 27, 2022 Advisory Committee Meeting were approved at council as presented.

6. Consent Items

7. Staff Reports

7.1 General Manager

Heidy VanDyk Acting General Manager of Haldimand Norfolk Health and Social Services provided an up-date on COVID cases in our jurisdiction, new vaccine rollout and the second booster roll out, and the recovery plan of the Division.

Heidy VanDyk was presented with a question and provided an answer regarding Physician recruitment.

7.2 Public Health

7.2.1 Acting Medical Officer of Health Verbal Update

Acting Medical Office of Health Dr. Matthew Strauss provided an up-date on Physician recruitment and Monkey Pox vaccination clinics and cases.

Dr. Strauss answered questions regarding hospital privatization and its impact on the recruitment process.

7.2.2 2021-2022 Healthy Babies Healthy Children Annual Reconciliation Report, CS-22-067

Moved By: Ryan Taylor

Seconded By: Chris Van Paassen

THAT Report CS-22-067 be received as information;

AND THAT the certification, together with the 2021-2022 Transfer Payment Annual Reconciliation, be received and approved.

Carried.

7.3 Social Services and Housing

7.3.1 10 Year Housing and Homelessness Plan- Year 7: 2021, HSS-22-029

Moved By: Bernie Corbett

Seconded By: Ryan Taylor

THAT Staff Report HSS 22-029 10-Year Housing and Homelessness Plan Year 7, be received as information;

AND THAT staff be directed to forward the 10-Year Housing and Homelessness Plan – Year 7 Report to the Ministry of Municipal Affairs and Housing in accordance with the *Housing Services Act, 2011*;

AND FURTHER THAT staff be directed to post the 10-Year Housing and Homelessness Plan – Year 7 Report on the appropriate link of the Health and Social Services Division website.

Carried.

7.4 Quality, Planning, Accountability, and Performance

8. Sub-Committee Reports

9. Communications

9.1 Message from the Board of Health Chair

9.2 Letter of Support – Response to the Opioid Crisis in Ontario-Wide

9.3 aPHa Information Break- July 2022

10. Other Business

11. Closed Session

12. Next Meeting

12.1 Monday September 26, 2022

13. Adjournment



Council Meeting – October 05, 2022

Advisory Committee Meeting – September 26, 2022

Subject: Canada-Wide Early Learning and Child Care Service
Agreements
Report Number: HSS-22-030
Division: Health and Social Services
Department: Haldimand Norfolk Social Services and Housing
Purpose: For Decision

Recommendation(s):

THAT Council receive staff report HSS-22-030 as information;

AND THAT Council authorize the Acting Director of Social Services & Housing to sign service agreements with eligible child care Licensees in Haldimand and Norfolk Counties for the Canada-Wide Early Learning and Child Care System.

AND FURTHER THAT Children’s Services service agreements are included in any future delegated authority.

Executive Summary:

The purpose of this staff report is to advise Council of the process to enroll child care Licensees in the Canada-Wide Early Learning and Child Care (CWELCC) System and to request Council to delegate authority to the Acting Director of Social Services & Housing to sign service agreements for the purposes of enrolling Licensees in the CWELCC system.

In order to meet the timelines imposed by the Ministry of Education, the Social Services & Housing Department requires the ability to enter into CWELCC service agreements within 30 calendar days of a child care Licensee’s application to enroll in the CWELCC System.

Discussion:

In March of 2022, Ontario signed the Canada-Wide Early Learning and Child Care Agreement. Funding under the CWELCC Agreement has been allocated to address fee reductions, workforce compensation, administration and accounts for inflation.

As the service system manager, Norfolk County is required to have a process in place to enroll and administer funding to Licensees interested in participating in the CWELCC System. To date, since the spring announcement, the Children's Services team has established a process by which Licensees can demonstrate financial viability, a requirement of CWELCC eligibility, as well as an application process.

In a recent update, the Ministry of Education released revised timelines related to CWELCC enrolment. The new timelines require service system managers to ensure Licensee applications are processed and eligibility is confirmed within 10 calendar days of the date of application, and both parties are required to execute an agreement within 30 calendar days of an application.

We are requesting Council authorize the Acting Director of Social Services & Housing to sign CWELCC service agreements to be in compliance with the Ministry of Education's guideline requirements.

Financial Services Comments:

Norfolk County

A previous budget amendment was completed for the CWELCC program by Norfolk through Council report HSS 22-019 – Canada-Wide Early Learning and Child Care Agreement Funding – BUDGET AMENDMENT dated June 14, 2022 in the amount of \$2,516,000. The budget amendment at that time was fully funded and therefore did not result in any levy impacts at that time. There are no further budget implications anticipated for 2022 as a result of this report. Once agreements are executed, actual expenditures will be realized by the Norfolk upon the initiation of transfer payments to eligible providers. Future budget years will include program expenditures and funding per the annual agreement. Should a levy requirement be identified in future budgets, a report will be presented to Council for future consideration.

Haldimand County

Haldimand Finance staff have reviewed this report and agree with the information provided by Norfolk Financial Services.

Interdepartmental Implications:

Norfolk County

Haldimand County

Per the attachments to this report, significant responsibility has been allocated to Health and Social Services staff to validate enrollment and eligibility (i.e. review of fiscal viability of child care provider); ability to deny access of funding to the child care provider at staff's discretion if they believe that funding will be used for an improper purpose; review child care service provider financial reports, etc. In light of this, Haldimand requested that a copy of the draft agreement be provided along with this report to ensure that all parties are aware of the roles, responsibilities and liabilities associated with this program. As Norfolk is the Consolidated Municipal Service Manager, they are fully responsible for administration of the program. Staff have requested that Haldimand County be included in the agreement indemnification conditions and identified as an additional insured as a risk mitigation strategy for Haldimand County.

Consultation(s):

Strategic Plan Linkage:

This report aligns with the 2019-2022 Council Strategic Priority

Explanation:

Focus on Service: Delegating authority to the Acting Director of Social Services & Housing to sign CWELCC service agreements will allow for timely responses to applications and agreements to be signed within the Ministry designated timeframe of 30 calendar days. This will result in timely payments to Licensees to issue fee reduction rebates to eligible families accessing care within our child care system.

Foster Vibrant Creative Communities: The provision of accessible, affordable and high quality licensed child care and early years programming allows families with children to connect with and fully participate in the community. Enrolling Licensees in the CWELCC system will help address affordability, inclusion, and increase wages within the child care sector.

Conclusion:

The Acting Director of Social Services & Housing having authority to sign service agreements will allow Norfolk County as the service system manager to be in

compliance with the Canada-Wide Early Learning and Child Care System Guidelines. This will allow for timely execution of CWELCC service agreements with Licensees, resulting in expedited rebates to families that comply with Ministry standards, and issuance of funding to Licensees to support ongoing fee reductions.

In acknowledgement of the comments provided by Haldimand County below, Norfolk County is committed to continue working with Haldimand County to address the concerns brought forward.

Attachment(s):

- Norfolk Agreement
- CWELCC Schedule

Approval:

Approved By:
Heidy VanDyk
Acting General Manager, Health and
Social Services

Reviewed By:
Stephanie Rice
Acting Director, Social Services and Housing

Prepared By:
Jennifer Snell
Program Manager, Children's Services

THIS AGREEMENT made this _____ day of _____, 20____.

B E T W E E N:

THE CORPORATION OF NORFOLK COUNTY

(Hereinafter referred to as the "County")

OF THE FIRST PART

-and-

[LEGAL TITLE OF SERVICE PROVIDER]

(Hereinafter referred to as the "Service Provider")

OF THE SECOND PART

WHEREAS the *Child Care and Early Years Act*, 2014.S.O. 2014, c. 11, Sched.1 and the regulations thereunder, as amended from time to time, authorizes the County as a designated Service System Manager to provide “child care and/or early years programs and services” as defined in the Act;

AND WHEREAS the County is authorized to enter into agreements with service providers for the provision of child care and other services related to the needs of children at a subsidized cost;

AND WHEREAS the Service Provider operates a child care and/or early years program and service as defined in the Act and is thus eligible to receive subsidies for operating programs related to the needs of children;

AND WHEREAS the Service Provider agrees to receive and distribute the subsidized

funds pursuant to the terms contained herein;

NOW THEREFORE in consideration of the mutual terms and covenants contained herein, the County and the Service Provider agree as follows:

1. INTERPRETATION

For the purposes of interpretation of this Agreement:

- (a) Words in the singular include the plural and vice-versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

2. DEFINITIONS

In addition to any terms defined elsewhere in this Agreement, the following terms in this Agreement will have the following meanings:

- (a) “ACT” means the *Child Care and Early Years Act, 2014*, S.O. 2014, c. 11, Sched.1, any regulations thereunder and any amendments thereto;
- (b) “AGREEMENT” means this agreement entered into between the County and the Service Provider, all of the schedules listed herein and as may be attached and any amending agreement entered into between the Parties;
- (c) “BUSINESS DAY” means any day other than a Saturday, a Sunday, or a statutory holiday in the Province of Ontario or any other day on which the principal chartered banks located in the County of Norfolk are not open for business during normal banking hours;
- (d) “CHANGE OF CONTROL” means any of the following:
 - a. When an individual(s) or entity(s) that once had controlling interest of the Service Provider ceases to have controlling interest;

- b. When an individual(s) or entity(s) that previously did not have controlling interest of the Service Provider obtains a controlling interest in the Service Provider; or
 - c. When greater than fifty percent (50%) of the Service Provider's shares or assets are sold, assigned, or transferred to a new owner;
- (e) "CHILD CARE AND EARLY YEARS PROGRAMS AND SERVICES" means programs and services as defined in the Act;
- (f) "DEPARTMENT" means the Haldimand and Norfolk Social Services Department;
- (g) "DIVISION" means the Haldimand and Norfolk Health and Social Services Division;
- (h) "ELIGIBLE CHILDREN" means eligible children as defined in O. Reg. 137/15.
- (i) "MINISTRY" means the Ontario Ministry of Education, or its successor.
- (j) "PARTY" means either the County or the Service Provider.
- (k) "PARTIES" means both the County of the Service Provider.
- (l) "PERSONAL INFORMATION" means information about an identifiable individual as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56
- (m) "REGULATIONS" means Regulations made pursuant to the provisions of the *Child Care and Early Years Act, 2014* and amendments to said Regulations.

3. SERVICES:

The Service Provider agrees to:

- (a) Provide services in accordance with the attached applicable Schedule(s), as marked with an X below, the terms and requirements of its license under Ontario Regulation 137/15: *Child Care and Early Years Act*, S.O. 2014, c. 11, Sched.1 (if applicable) and in accordance with the policies, guidelines and requirements of the Division and Department as communicated to it (together, the "Services").
- (b) Provide quality child care and/or early years programs and services, including identifying ongoing professional development opportunities for staff, participating

in a quality assurance program, and keeping current with emergent curriculum.

- (c) Provide inclusive child care and/or early years programming, specifically the inclusion of children with special needs.

The following Schedules, also referred to as Service Description Schedules, marked with an X, form part of this Agreement:

- _____ Licensed Child Care Fee Subsidy Service Description Schedule
- _____ Licensed Private Home Child Care Service Description Schedule
- _____ General Operating Grant Service Description Schedule
- _____ Authorized Recreation Program and Camp Fee Subsidy Service Description Schedule
- _____ Special Needs Resourcing Service Description Schedule
- _____ EarlyON Child and Family Centre Service Description Schedule
- _____ Canada-Wide Early Learning and Child Care Service Description Schedule

4. TERM:

- (a) The Effective Date of this Agreement shall be _____, 20__ and the Agreement shall continue in effect for a term of three (3) years, expiring on _____, 2025 (hereinafter referred to as the “Original Term”), unless:
 - (i) it is replaced by a subsequent agreement as may be agreed to in writing between the parties. In such event, prior versions of this Agreement shall be void and of no effect once a subsequent version is executed by the parties; and/or
 - (ii) it is terminated pursuant to the termination provisions in this Agreement.
- (b) If this Agreement has not been terminated or otherwise replaced by a subsequent agreement, upon expiration of the Original Term, the term shall automatically extend annually for an additional period of one (1) year.

5. CONSIDERATION:

- (a) The Department will pay to the Service Provider for admissible expenditures incurred pursuant to this Agreement. The Department reserves the right to determine amounts, times and manners of such payments.
- (b) It is agreed and understood that the Department may withhold payments if, in the sole and absolute discretion of the Department, it finds that the Service Provider is in breach of its obligations under this Agreement or, as applicable, if the Department is advised by the Ministry that the Service Provider is in breach of its license requirements and obligations under the Act.
- (c) If targets are not achieved to the level indicated in the applicable Service Description Schedule, the Department may request that funds in an amount reflective of the underachieved targets be returned to the County and if such request is made the Service Provider shall return the funds to the County forthwith and in any event not later than thirty (30) days following receipt of the request.

6. ACCESS AND CONSULTATION:

- (a) The Service Provider will grant access, at reasonable times, to authorized representatives of the County to any premises used by the Service Provider in connection with the programs and services pursuant to this Agreement for the purposes of evaluation of the programs and services and for purposes of inspection of the records, documentation and data (written, electronic, or other) required to be maintained by the Service Provider pursuant to the Act and Regulations, and if necessary, to provide copies of same to the Department.
- (b) The Service Provider agrees that its staff providing programs and services pursuant to this Agreement will, upon reasonable notice, be made available for consultation with authorized representatives of the County.
- (c) The Service Provider shall maintain complete records of attendance and finances related to the services provided pursuant to this Agreement. The Service Provider

shall, within [NUMBER] (#) of receiving written notice from the County, provide access to inspect and make copies of all such records of attendance and finances.

- (d) The Service Provider shall provide the County with any such additional information to support any such documentation as reasonably required.
- (e) In order to verify that the monies provided to the Service Provider pursuant to this Agreement are being utilized properly, the Service Provider shall, upon request of the County, provide the County with written consent for full access of information and right to discuss and receive information regarding the Service Provider's affairs openly with any other agencies the County at its discretion deems necessary.

7. REPORTS:

The Service Provider shall:

- (a) maintain service records respecting each site where Services are being provided and prepare and submit, as requested, a report respecting the Services being provided pursuant to this Agreement, acceptable to the Department which shall include service data including statistics on target achievements and other such information;
- (b) maintain and submit financial records related to the Services provided;
- (c) maintain and submit attendance records related to the Services provided;
- (d) ensure all reports submitted to the County are submitted in a timely fashion;
- (e) ensure all reports submitted to the County are submitted in a reasonable form and contain all necessary content;
- (f) ensure all reports are approved by a person legally authorized to bind the Service Provider;
- (g) upon request of the County, submit financial reports related to the subsidies provided pursuant to this Agreement. The form and substance of these financial reports shall be subject to the instruction and direction of the County;
- (h) permit staff of the County or its agents to review any records related to the subsidies provided pursuant to this Agreement, and provide copies of the same;
- (i) permit staff of the County or its agents to engage in any audit of the funds and

- subsidies provided pursuant to this Agreement;
- (j) abide by any policies, guidelines, additional terms or conditions issued by the County, its staff or its agents, regarding the treatment of revenue and expenditures;
 - (k) submit to the County, its staff or its agents any additional information regarding the Service Provider's obligations pursuant to this agreement as may be required; and
 - (l) permit the County to use any information, data, or statistics collected for any additional use related to this Agreement the County at their discretion deems necessary.

8. FINANCIAL RECORDS AND REPORTS:

- (a) The Service Provider will maintain financial records and books of account with respect to the programs and Services provided pursuant to this Agreement for each site where Services are being provided. The Service Provider shall allow the Department, or such other persons appointed by the Department, to inspect and audit such books and records at all reasonable times, both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The Service Provider will retain the records and books of account referred to in clause 8 (a) for a period of seven (7) years.
- (c) The Service Provider will not dispose of any records related to the services provided pursuant to this Agreement without the prior written consent of the Department and shall provide copies of any record requested by the Department. This obligation shall continue to persist in the event that the Service Provider ceases operation or ceases to exist as a legal entity.
- (d) The Service Provider shall ensure that its staff are available for consultation with the Department as required.
- (e) The Service Provider will adhere to all financial reporting requirements specified in the attached and applicable Service Description Schedule.
- (f) The Service Provider will abide by any additional financial record keeping requirements of the Canada Revenue Agency.

9. DISPOSITION:

- (a) The Service Provider will not sell, change the use of or otherwise dispose of any item, furnishing or equipment purchased with County funds pursuant to this Agreement without the prior written consent of the Department in its sole discretion or given such conditions as the Department may impose.

10. INDEMNIFICATION:

- (a) The Service Provider agrees to indemnify and save harmless the County against all actions, causes of action, suits, claims, assessments, costs, and demands whatsoever which the County may incur, arising out of any services performed by the Service Provider, its servants, agents, or employees under this Agreement.
- (b) The Service Provider agrees to indemnify and save harmless the County against all actions, causes of action, suits, claims, assessments, taxes, WSIB premiums, costs and demands whatsoever arising out of any finding that the Service Provider's servants, agents, or employees are deemed to be employees of the County under any federal or provincial legislation or any fact-finding tribunal constituted under said legislation.

11. INSURANCE:

The Service Provider agrees to:

- (a) Obtain at the Service Provider's sole cost and expense and to keep in force, during the term of this Agreement, Commercial General Liability satisfactory to the County, and including the following:
 - i. A limit of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS;
 - ii. The County shall be named as an additional insured;
 - iii. The policy shall contain a provision for cross liability in respect of the named insured;

- iv. Non-owned automobile coverage with a limit of at least \$2,000,000.00 including contractual non-owned coverage, if a vehicle is used in providing services under this Agreement;
 - v. Completed operations coverage;
 - vi. That thirty (30) days prior notice of any alteration, cancellation or change in policy terms that results in a reduction of coverage, shall be given in writing to the County.
- (b) Maintain in place such errors and omissions insurance as may be required by the County, naming the County as named insured, the coverage to be provided under said insurance to be at least TWO MILLION (\$2,000,000.00) DOLLARS;
- (c) Obtain and keep in force for the duration of this Agreement, automobile insurance under a standard Automobile Policy with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS in respect of each licensed vehicle, if a vehicle is used in providing services under this Agreement, naming the County as an additional insured; and
- (d) Provide, prior to or at the time of execution of this Agreement, certificate(s) of insurance demonstrating compliance with the requirement of the above referred to policies, satisfactory to the County. Notwithstanding the provision of certificates of insurance, the County may require that the Service Provider provide a certified copy of the policy should it be deemed necessary in the sole and absolute discretion of the Department.

12. NON-ASSIGNMENT:

- (a) The Service Provider shall not assign this Agreement without the written consent of the County, subject to the terms of this Section 12.
- (b) If a Change of Control occurs due to any sale, transfer, or assignment of the Service Provider's assets, this Agreement shall be immediately terminated.
- (c) If a Change in Control occurs due to any sale, transfer, or assignment of the Service Provider's shares, this Agreement shall maintain force and effect, subject to the approval of the County, at the County's sole and absolute discretion.

- (d) The Service Provider shall provide the County with written notice, pursuant to the terms of Section 19 of this Agreement, at least [number] (##) days prior to any Change in Control occurring.

13. COMPLIANCE WITH LAWS:

- (a) The Service Provider agrees to comply with any and all applicable laws, including without limitation police, fire and sanitary regulations, all by-laws, statutes, orders and regulations whether same are imposed by a municipality, provincial legislation or federal legislation.

14. NO PARTNERSHIP:

- (a) The Department shall not be deemed to be carrying on a partnership relating to the delivery of Services pursuant to this Agreement and the parties hereto agree that the Service Provider is an entirely independent contractor providing such Services for the County pursuant to the terms and conditions of this Agreement.
- (b) The Service Provider agrees that the County is not the employer of the Service Provider nor its employees under any circumstances or for any purposes whatsoever.

15. TERMINATION:

- (a) The Department may terminate the Agreement at any time by giving notice, in writing, where, in its sole and absolute discretion it finds that a violation of this Agreement or, as applicable, any provision of the Act has occurred, or the standard of care or service provided by the Service Provider is deemed unsatisfactory. In such event, the Service Provider may be deemed ineligible for receipt of any future funding.
- (b) If the Service Provider no longer hold a valid licence to provide the Services, for any reason, this Agreement shall immediately terminate without any requirement

for written notice.

- (c) If the Province of Ontario ceases funding or alters the funding model or if the expenditure of funds for the purpose of the Services is not approved in the budget, then the Department may immediately terminate the Agreement by providing written notice. The County may forecast the reasonable cost of the Service Provider winding down its operations and provide such funds as it deems necessary in its sole discretion for that purpose.
- (d) If the Service Provider ceases to exist or ceases operations as an entity for any reason this Agreement shall immediately terminate without any requirement for written notice. The Service Provider agrees that it shall notify the Department immediately upon learning that the cessation of operations or its existence is reasonably foreseeable.
- (e) Either party may terminate the Agreement by giving the other party thirty (30) days written notice of termination.
- (f) Upon termination of the Agreement pursuant to this provision 15 the Service Provider will refund forthwith to the County, any monies advanced by the County and not expended in accordance with the approved budget.

16. NOTICE:

- (a) Whenever notice is required to be given pursuant to the obligations under this Agreement or any dispute regarding this Agreement, such notice must be in writing and delivered personally, mailed by prepaid mail, sent by facsimile or by email. A notice or other document so sent is deemed to have been given,
 - i. if delivered personally, on the date of such delivery and receipt;
 - ii. if transmitted by facsimile or by email, on the Business Day following the day of sending such notice or document; and
 - iii. if mailed, on the fifth (5th) Business Day following the day such notice or document was deposited in a post office or public letter box.
- (b) Where notice is to be provided to the County, such notice will be provided,

**Attention: Acting Director, Social Services and Housing
 Norfolk County**

**12 Gilbertson Drive,
Simcoe, Ontario**

Email: stephanie.rice@hnhss.ca

Fax number: 519-426-9974

(c) Where notice is to be provided to the Service Provider, such notice will be delivered to:

Name: _____

Address: _____

Email: _____

Fax number: _____

(d) Either Party may change their contact information, from time to time, by written notice given to the other Party in accordance with this Article 16, and upon receipt of such notice, the Party receiving such information will thereafter rely on that contact information as if it has been inserted in sections 16(a) and 16(b) hereof, as the case may be.

17. AMENDMENTS

The County may, at the discretion and in accordance with the Act and the regulations thereunder as amended, amend or alter this Agreement as required if any part of this Agreement does not include an item, term, or condition that the County believes ought to be included.

18. WARRANTIES

The Service Provider warrants that:

- (a) It is, and will continue to be for the term of this Agreement, a valid and existing legal entity with the full power to fulfil its obligations under this Agreement;
- (b) It has, and will continue to have for the term of this Agreement, the experience and expertise necessary to carry out the Services;
- (c) It is compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Services, the funding of the Services or both;
- (d) Unless otherwise provided for in the Agreement, any information the Service

Provider provides to the County in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Provider provided it and will continue to be true and complete for the term of this Agreement; and

- (e) It has the full power and authority to enter into this Agreement;

19. CONFLICT OF INTEREST

- (a) The Service Provider shall promptly disclose to the County any direct or indirect personal or financial interest of the Service Provider's directors, officers, or employees in any interest related to the County or any of the Services governed by this Agreement.
- (b) In the event that a conflict of interest or potential conflict of interest is found by the County to have occurred, the County shall, at its sole and absolute discretion, have the exclusive right to terminate this Agreement pursuant to the provisions contained in Section 15 or otherwise require that other reasonable steps be taken by the Service Provider to address or mitigate the conflict of interest. The Service Provider shall abide by all reasonable requests of the County in doing so.

20. CONFIDENTIALITY

- (a) The collection, retention, use, storage, and disposal of Personal Information by the Service Provider pursuant to this Agreement shall be done in accordance with all applicable legislation governing the Service Provider and the County.
- (b) The Service Provider shall only collect Personal Information to the extent required to perform its obligations pursuant to this Agreement, provide the Services, or any other requirement pursuant to the Act and any regulations thereunder.
- (c) The Service Provider shall take all reasonable measures to safeguard all Personal Information obtained pursuant to this Agreement in order to prevent any unauthorized use, disclosure, or retention.
- (d) The Service Provider acknowledges that the County is subject to the *Municipal Freedom*

of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (MFIPPA), as amended. The Service Provider agrees to cooperate with the County in operating in accordance with this legislation, as well as any other applicable law.

- (e) The Service Provider acknowledges that the County may be compelled to disclose any information or records collected under this Agreement pursuant to MFIPPA if an access request is made. If such a request is made, the Service Provider shall cooperate with the County in abiding by the request. Notice of any such requests will be provided by the County to the Service Provider of any requests made under MFIPPA only where the County is required to do so pursuant to MFIPPA.
- (f) If the Service Provider, throughout the performance of this Agreement, obtains confidential information about the County, the Service Provider shall not divulge any confidential information without first obtaining the express written consent of the County. The Service Provider shall not use any such confidential information for any improper purpose. The Service Provider shall provide written notice to the County of any third party requests to access any confidential information concerning this Agreement or the County.
- (g) The Service Provider acknowledges that any data containing confidential information obtained by the County shall become the property of, and subject to the care, custody and control of the County. Any such confidential information shall be subject to any privacy legislation or other legislation applicable to the County.
- (h) The County shall have the right to inspect and audit the Service Provider's policies and procedures in order to ensure compliance with this Section 20.
- (i) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Department staff 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 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, and the provisions of MFIPPA respecting the collection, retention, correction, disclosure, personal access to, and disposal of Personal Information apply to the Service Provider with the exception of subsection 37 (1) (c) (fee for personal access).

- (j) All information provided to the Service Provider by the County is being provided on a confidential basis for the purposes of the administration of the child care and/or early year's program. The information provided by the County to the Service Provider shall not be released to any third party, under any circumstances whatsoever, without the consent of the Department and/or the Clerk or Clerk's designate.

21. SEVERABILITY

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

22. WAIVER

Any failure or waiver by either Party to enforce a provision of this Agreement does not constitute a waiver of that provision or constitute or imply any unenforceability of any provision of this Agreement.

23. VOLUNTARY ENFORCEABLE AGREEMENT

The Parties covenant and agree that they have entered into this Agreement voluntarily without coercion or duress and have had the opportunity to obtain independent legal advice and where such advice has not been obtained that the Party not obtaining such advice has specifically waived such opportunity.

24. FURTHER COVENANTS:

The Parties hereto covenant and agree:

- (a) No provision of this Agreement will be construed so as to give the County any control whatsoever over the Service Provider's records.
- (b) That the Schedules are deemed to be part of the Agreement.

- (c) That every covenant, provision and agreement herein contained shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, and that all covenants herein contained shall be construed as being joint and several.

25. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Intentionally left blank; Signatures page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 20 __.

THE CORPORATION OF NORFOLK COUNTY

Per: _____

Name:

Title:

I have the authority to bind the Corporation.

Witness Signature: _____

Witness Name: _____

[INSERT LEGAL TITLE OF SERVICE PROVIDER]

Per: _____

Name:

Title:

I have the authority to bind the Service Provider.

Witness Signature: _____

Witness Name: _____

**CANADA-WIDE EARLY LEARNING AND CHILD CARE (CWELCC)
SERVICE DESCRIPTION SCHEDULE**

SERVICE PROVIDER:

SERVICE OBJECTIVES:

The CWELCC System shall support quality, accessibility, affordability, and inclusivity in early learning and child care programs for children and families. The CWELCC System will benefit all families with children ages 0-5 who access child care in an approved licensed child care setting. The CWELCC System will reduce the cost of child care in these approved settings.

The CWELCC System will provide families enrolled in approved licensed child care settings with a 25% reduction in fees retroactive to April 1, 2022. This will build towards a 50% reduction in average parent costs (based on 2020 levels) for licensed early learning and child care by the end of the calendar year of 2022. This will reach an average fee of \$10 a day by 2025-2026 for licensed child care spaces.

SERVICE DESCRIPTION:

The Licensee will provide child care services to eligible children at licensed child care centre/s or home child care providers under contract with a licensed Private Home Child Care Agency.

The Licensee will reduce their base fee, provide refunds to parents where applicable in accordance with O. Reg. 137/15, increase the wages of Registered Early Childhood Educators to support a mandated wage floor and an annual wage increase, and satisfy any other requirements as set forth by the County.

CWELCC APPLICATION, ENROLLMENT AND ELIGIBILITY REQUIREMENTS FOR LICENSED CHILD CARE OPERATOR PARTICIPATION

- Licensee must demonstrate financial viability to the County. The County has the discretion to define sustainable and financial viability. Factors taken into account in determining financial viability shall include, but not be limited to, whether Licensee has accumulated arrears, has not serviced their debt, are approaching bankruptcy, or any other factor the County deems relevant as demonstrative of financial viability. The County shall have the discretion to deny CWELCC System enrollment if they, using their discretion, believe the Licensee is not financially viable
- The County shall have the discretion to deny CWELCC System enrollment if they, using their discretion, believe funding will be used for any improper purpose.

- Licensee must operate in accordance with an executed CWELCC System services agreement, the CCEYA and its regulations, and any other requirements outlined by the County.
- Licensees must maintain existing (pre-CWELCC System announcement on March 27, 2022) licensed spaces for eligible children. Licensees may not convert any existing spaces for eligible children to other age groups (e.g., converting infant spaces to toddler, or infant spaces to kindergarten) in 2022. Any revisions or use of alternative capacity of existing spaces must be reported beforehand in order to determine if a funding adjustment or recovery from the Licensee might result.
- Licensees must communicate their CWELCC System enrolment status to all parents and staff within fourteen (14) days of the licensee being notified by the County of the results of their application in accordance with O. Reg. 137/15.
- Licensees are required to complete the annual *Licensed Child Care Operators Survey*, per the Regulations under the CCEYA. The County is required to withhold funding from Licensees until the survey has been submitted.
- Within twenty (20) calendar days of receiving refunds, the Licensees must reduce and refund base fees to families in accordance with O. Reg.137/15.
- Licensees are required to keep an electronic or hard copy of their CWELCC System service agreement at the child care centre or home child care agency, and make it available for Ministry inspection.
- Licensees must maintain their license in good standing in accordance with the CCEYA. Funding shall be withheld from Licensees if their license is revoked or suspended.
- Licensees may withdraw or terminate their participation in the CWELCC System at any time, subject to the terms of their CWELCC System service agreement. No penalty shall be imposed by the County on any licensee for terminating or withdrawing their participation.

FUNDING CONSIDERATIONS

- Funding amounts to a Licensee will be determined at the discretion of the County based on actual costs.
- Licensees are required to use CWELCC System Funds to support CWELCC System objectives in accordance with the purchase of service agreement, applicable legislation, regulations and applicable guidelines requirements provided to Licensees.

- Licensees are required to return CWELCC System Funds to the County where funds are not used in accordance with the requirements established by the County that apply to Licensees.
- Licensees shall return all unspent CWELCC System Funds to the County at the end of each funding year.
- Licensees shall not close for more than two (2) consecutive weeks and more than four (4) weeks within a calendar year while the licensee is receiving full funding from the CWELCC System. Full base fees cannot be charged by the Licensee for any closure beyond these timelines. The County shall have discretion to further restrict the period of closure, or allow calculation of closure days to be based on the school year as opposed to the calendar year, so long as the total number of days does not exceed the allowable amount determined by the County and the province. If fees are not charged for a particular closure period, those days do not need to be included in these calculations.
- In their parent handbook, Licensees shall disclose the times when services are offered and the holidays are observed, the base fee and any non-base fee that may be charged, and whether or not the Licensee is enrolled in the CWELCC System.
- Licensees are required to provide sufficient and detailed financial or other information related to their child care operations as required by the County for review. At minimum, this includes:
 - An Audited Financial Statement, including an “Audit Findings Letter” for the calendar year due April 30th annually commencing for the 2022 year. The statement must include financial details for all licensed child care programs operating in Haldimand County and Norfolk County. Revenue and expenditures for programs servicing non-eligible children must be identified separately within the statement. Multi-service agencies must provide separate and detailed financial information for each program delivered by the agency within Haldimand County and Norfolk County for which they receive funding i.e., Special Needs Resourcing, Child Care, EarlyON Child and Family Centre
 - **Note:** For 2022, Licensees opting into a CWELCC Service Agreement without an existing service agreement with the County shall not be required to submit an Audited Financial Statement.
 - A detailed year-end account of CWELCC expenditures for the calendar year to be submitted by February 15 annually accompanied by an attestation of year-end actuals, which will be provided by the County.
 - For Licensees who received funding in excess of the amounts required to meet mandated fee reductions and workforce compensation requirements, a detailed year-end account of all revenue and-expenses for the calendar year for child care programs-to be submitted by February 15 annually accompanied by an attestation of year-end actuals, which will be provided by the County.

- The County has the right to:
 - Review and confirm that the Licensee did not charge fees for eligible children higher than the fees at which it was capped after March 27, 2022 (unless the fees were communicated to parents prior to March 27, 2022);
 - Determine if the Licensee’s operation in child care for eligible children is sustainable and financially viable, as defined by the County. Among other things, the County may consider any arrears accumulated by the licensee, any debt not serviced by the licensee, and whether the licensee is approaching bankruptcy;
 - Verify that increases to base and non-base fees for the care of eligible children were permitted in accordance with O. Reg 137/15;
 - Verify that Licensees are maintaining the spaces for eligible children for which they are receiving funding to reduce base fees along with the right to recover funding from the Licensee as determined by the County.
 - Verify that the increases to base and non-base fees for the care of eligible children were permitted in accordance with O. Reg 137/15, (e.g. a fee increase must be communicated to families/parents prior to March 27, 2022);
 - Verify that the Licensees are maintaining the spaces for eligible children for which they are receiving funding to reduce base fees
 - Recover funding from the Licensees if the County at their discretion deems it necessary due to the Licensee’s improper use of funds or failure to abide by the CWELCC System service agreement.
- The County may require Licensees to obtain approval of the Haldimand and Norfolk Health and Social Services Division for any revisions to capacity or use of alternate capacity for child care spaces currently licensed for ages 0-5.
- The County will pay the Licensees for admissible expenditures incurred pursuant to the Agreement. The County shall at their absolute discretion determine the amount, time and manner of such payments.

FEE REDUCTION

- Licensees’ base fees must be determined in accordance with the requirements set out in O. Reg. 137/15 under the CCEYA.
- Licensees must reduce base fees for eligible children only. The term ‘eligible children’ is defined in O. Reg. 137/15.
- Licensees are required to provide a refund to parents where a base fee higher than the reduced base fee is charged for an eligible child, retroactive to the Licensee’s CWELCC System enrolment date and for any period after the CWELCC enrolment date where excess base fees has been prepaid for.

- Licensed home child care agencies participating in the CWELCC System must ensure that home child care providers charge parents of eligible children a base fee determined in accordance with O. Reg. 137/15, which applies to children who are agency placed and those children that are privately placed in the provider's care.
- Licensees are permitted to continue charging the base fees as of March 27, 2022, for twenty (20) calendar days after the County notifies them that they are enrolled in the CWELCC system. On and after the twenty first (21st) day after the Licensee is notified by a County of the enrolment date, Licensees cannot charge a base fee that is higher than the reduced base fee to parents of an eligible child.
- The County has the right to determine an initial base fee, in the case where the capped fee does not include all of the components required to be included in a base fee under O. Reg. 137/15, or to exclude components that should not be part of a base fee at the discretion of the County.
- Licensees must ensure that components that should be captured by the definition of non-base fees under O. Reg. 137/15 should not be included as a component of base fees.
- Licensees are required to maintain the reduced base fees until they are either required to reduce them again, or if they are no longer participating in the CWELCC System.
- In a case where the Licensee transfers shares of Licensee corporation, the Licensee shall continue to be bound by the requirements in O. Reg 137/15 regarding base fees and non-base fees
- In a case where the Licensee sells all of its assets and ceases to be licensed, the purchasing corporation must apply for a license under the CCEYA and submit an application to the County to enroll in the CWELCC System. In this case, the base fee and non-base fee rules in O. Reg 137/15 apply to the applicant.
- The County shall have the right to verify timeliness and accuracy of refunds and fee reductions made by the Licensees.

WORKFORCE COMPENSATION

The following terms apply to Licensees regarding workforce compensation:

With Respect to Wage Floor and Annual Wage Increases:

- The County requires verification of wage scales/planned pay increases that were in place prior to March 27, 2022. In the absence of such verification, wage increases will be approved based on inflationary rate increases determined by the Ministry and/or at the discretion of the County.

- Licensees are required to bring the wage of all eligible Registered Early Childhood Educator (“RECE”) staff up to the wage floor plus benefits as identified in the Ministry’s Guideline Addendum.
- Licensees are required to increase the hourly wage plus benefits of all eligible RECE staff annually as described in the Ministry’s Guideline Addendum.
- Workforce compensation funding is provided to eligible RECE staff employed by a Licensee that is participating in the CWELCC System regardless of the age of the children they are supporting.
- Licensees subject to the *Protecting a Sustainable Public Sector for Future Generations Act*, 2019 (PSPSFGA) are required to meet any applicable obligations under the PSPSFGA.
- Licensees will be required to apply for the Wage Enhancement Grant to be eligible to receive workforce compensation funding.
- Licensees participating in the CWELCC System prior to December 31, 2022, must issue retroactive payments to eligible RECE staff for any period after the Licensee is notified by the County that they are enrolled in the CWELCC System during which Licensees paid eligible RECE staff wages lower than the wage floor.
- Licensees participating in the CWELCC System after December 31, 2022, will not receive funding to issue retroactive payments to eligible RECE staff for wage compensation funding and will only be expected to implement the wage floor and annual wage increase on a go forward basis.
- Licensees will be permitted to continue to pay eligible RECE staff below the wage floor for thirty-one (31) calendar days after the County notifies them that they are enrolled in the CWELCC System. After thirty-one (31) days, the Licensee would be required to pay eligible RECE staff at least the wage floor. Licensees would then be given one (1) additional month (for a total of sixty (60) days from the day they were notified by the CMSM/DSSAB) to provide eligible RECE staff with a retroactive payment for any wages that were below the wage floor, retroactive to the date their enrolment in the CWELCC System was confirmed by the County.
- Licensees are not permitted to use workforce compensation funding to provide compensation to eligible RECE staff over and above what is mandated based on the requirements set out in the Guideline Addendum without approval from the ministry.
- Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce planned merit increases for eligible staff.
- Licensees must include workforce compensation payments in each pay cheque or payment made to eligible RECE staff.

- Upon receiving confirmation of enrolment in the CWELCC System from the County, and as new eligible RECE staff are hired, Licensees are required to share in writing, information about the wage floor and annual wage increase with eligible RECE staff.
- Licensees must report on data for meeting wage floor and annual wage increase requirements as determined by the County and the reporting parameters set out in the Ministry's Addendum to the Funding Guideline.

With Respect to Minimum Wage Offset

- Licensees must provide eligible non-RECE staff that were earning less than \$15 per hour (not including wage enhancement) on March 31, 2021, or were hired after March 31, 2021 and before January 1, 2022 and had wages below \$15 per hour (not including wage enhancement), minimum wage offset funding.
- Licensees must report on data for meeting minimum wage offset requirements as determined by the County and the reporting parameters set out in the Ministry's Addendum to the Funding Guideline.

FINANCIAL REPORTING

Licensees participating in the CWELCC System shall abide by the following terms and conditions regarding financial reporting:

- Financial reports are prepared and submitted by the Licensee in accordance with the County's reporting requirements and timelines.
- Licensees are required to provide all financial and other information based on County requirements.
- Licensee will work with the County to reconcile all CWELCC System funding annually according to the reporting and reconciliation documentation provided by the Ministry.
- The County has the right to follow up with Licensee on any CWELCC System expenditures reported to determine reasonability of variances.
- The County will take reasonable and progressive corrective actions on the Licensee who does not comply with reporting requirements.
- Adjustments and recoveries of funding provided will be determined at the discretion of the County based on the County's reconciliation process.

METHOD OF PAYMENT

- Funds payable to the Licensee pursuant to the Agreement shall be paid in instalments via direct deposit to an account identified by the Licensee.
- The time and amount of these payments shall be determined by the County acting reasonably.

DOCUMENTATION/INFORMATION REQUIRED:

In addition to any requirements described in the Agreement, the Licensee agrees to provide, on an ongoing basis or as otherwise required by the County, the following documentation:

- A completed “Quarterly Report Form” to the County’s Children’s Services team, to be submitted by the 15th of the month following each quarter.
- Any other document or information the County in their discretion deems relevant and necessary pursuant to the terms of the Agreement.
- If the Licensee fails to provide the required documentation (e.g., audited financial statement, program budget, quarterly reports, etc.), the Licensee may experience a delay in receiving CWELCC funding, may be disqualified from receiving CWELCC funding or may have their Service Agreement terminated, all at the discretion of the County.

DISPUTE RESOLUTION

If a dispute arises between the parties regarding a CWELCC eligibility and funding decision made by the County, the dispute shall be resolved in the following manner:

- Licensees seeking to appeal a CWELCC-related decision will send an email or written letter to the Director of Social Services and Housing to advise that the Licensee is seeking to appeal a decision.
- Applicant appeal must be submitted in writing no sooner than twenty-four (24) hours after the eligibility decision is released, and no later than ten (10) business days after receipt of notification of the eligibility decision.
- Appeals will be reviewed by County staff, who may request a meeting or contact the Licensee to consult during the appeal process.
- Licensees will be advised of the result of the appeal in writing within thirty (30) business days from the appeal submission date.
- Final decisions regarding CWELCC eligibility rest with the County.

OTHER REQUIREMENTS/CONSIDERATIONS

- Licensees are required to implement Fee reduction and provide fee rebates in 2022 to eligible families per the Addendum and O. Reg. 137/15.

- Wage Compensation paid to eligible staff must be included on pay stubs and clearly identified as CWELCC funding.
- Funding will be issued monthly or quarterly prior to the beginning of each month/quarter within the calendar year. Operators will be notified prior to 2023 regarding payment frequency.
- There may be annual fluctuations in CWELCC funding based on a number of variables including the annual allocation received from the Ministry by the County. CWELCC Funding allocations to service providers will be determined yearly.
- The County maintains the right to review and amend internal procedures and policies by which the CWELCC System is administered.
- The County maintains the right to identify and alter existing processes between the CWELCC System and Licensees at their discretion as they see fit.