

To: COUNCIL

Meeting Date: 06/22/2021

Subject: Waterloo Region Camp Subsidy Program

Submitted By: Lesley Head, Director Recreation & Culture

Prepared By: Danielle Ciccarelli, Recreation Coordinator Child & Youth

Report No.: 21-182(CD)

File No.: C1101

Recommendations

THAT Report 21-182(CD) Waterloo Region Camp Subsidy Program be received;

AND THAT Council approve the service agreement between the Corporation of the City of Cambridge, and the Region of Waterloo for the delivery of the regional subsidy program for the duration of a yearly renewable contract;

AND FURTHER THAT the Mayor and the City Clerk sign the agreement pertaining to the regional subsidy program, subject to the satisfaction of the City Solicitor.

Executive Summary

Purpose

- The City of Cambridge strives to facilitate and deliver a wide range of accessible, inclusive, and affordable programs and services, for all individuals and families.
- This service agreement will provide an opportunity for families with low income to apply for financial aid, and upon approval by the Region of Waterloo, families will be able to register at zero or minimal cost, into camp programs offered by the Recreation & Culture department.
- All approved funding will be paid directly to the City of Cambridge by the Region of Waterloo.

Key Findings

- The City of Cambridge currently offers an Activities for Less Program, in which families upon meeting eligibility and criteria can receive \$300 per individual within

the household. This is a yearly application for which families need to apply and submit documentation.

- Kids Can Play, a Cambridge based charity which also assists families to pay for camp programs, has closed their doors effective Summer 2021, and is no longer a financial aid option for our residents.
- When reviewing local agencies and organizations that offer financial aid to City of Cambridge residents, the Region of Waterloo funding was identified as a key stakeholder that could benefit our families seeking financial aid, and provide inclusive childcare options.
- The Waterloo Region Children's Services Department offers financial aid to families that meet their eligibility and criteria. Funding is available to families who choose to register their child(ren) into camp programming, as camp programming is viewed as a form of childcare service.

Financial Implications

- There are no financial implications as funding is provided by the Region of Waterloo.
- Implementation of the program will reduce barriers to those of lower socio-economic background that require child care opportunities.

Background

- The Child Care Fee Subsidy (CCFS) is a program offered by the Region of Waterloo that helps qualifying families cover the cost of licensed child care for children 12 years of age and younger. By partnering with the Region to offer this subsidy, the City is helping to ensure that we are providing an equal opportunity for all children to attend camp.
- The Region of Waterloo provides funding to service providers to support the vision of a vibrant, comprehensive system of early learning and childcare that supports the healthy development of all children within the Region of Waterloo.
- Funding is used to:
 - Foster early learning and child development
 - Support children being cared for in a safe, nurturing environment
 - Support the inclusion of children with special needs
 - Support Parents to work, or take education or training courses that will lead up to employment opportunities

Analysis

Strategic Alignment

PEOPLE To actively engage, inform and create opportunities for people to participate in community building – making Cambridge a better place to live, work, play and learn for all.

Goal #5 - Parks and Recreation

Objective 1.1 Work with partners to create a safe, inclusive and accessible city.

Camp Programs and the Region of Waterloo's Financial Aid program collaboratively support the objective to create a safe, inclusive, and accessible City by reducing financial barriers to families so they can access childcare services such as camp programming.

Comments

Should Council support and approve the service agreement between the City and the Region of Waterloo, internal staff will begin training on the Region's database to ensure all records, and documentation are submitted in accordance with the Region's deadlines.

Compliance checklists and in person visits from a Waterloo Region representative, as well as monthly documentation submissions are mandatory to ensure criteria is met and adhered to. We anticipate the service agreement will be a long-term partnership between both parties.

All approved funding will be paid directly to the City of Cambridge by the Region of Waterloo.

Existing Policy/By-Law

There is no existing policy/by-law.

Financial Impact

Costs associated with the City's financial assistance program - Activities For Less - is allocated as part of the Recreation & Culture Division annual operating budget.

Costs associated with the Regional Subsidy Program are covered by the Region of Waterloo and are funded through the Region of Waterloo Children's Services Department.

Public Input

Posted publicly as part of the report process.

Internal/External Consultation

Internal Consultation was completed with staff from both the Legal and the Finance Divisions.

Staff will consult with Corporate Communications to ensure messaging of this new program is relayed to all residents, including emails, updating the website, and other platforms.

Conclusion

It is staff's recommendation that Council review and approve the Service Agreement between the City of Cambridge and the Region of Waterloo. Providing financial aid programs to our residents aligns with our mission and core values as this agreement creates opportunity, inclusiveness, and superior service.

Signature

Division Approval



Reviewed by the CFO

Reviewed by Legal Services

Name: Lesley Head

Title: Director of Recreation & Culture

Departmental Approval



Name: Hardy Bromberg

Title: Deputy City Manager, Community Development

City Manager Approval



Name: David Calder
Title: City Manager

Attachments

- Appendix A – Service Agreement between Region of Waterloo and the Corporation of the City of Cambridge
- Appendix B - Camp Compliance Checklist

SERVICE CONTRACT

This Agreement made

on the 1st day of May 2021 (the "Effective Date")

BETWEEN:

The Regional Municipality of Waterloo

(the "Region")

- and -

City of Cambridge

(The "Service Provider")

WHEREAS the Region has the authority, pursuant to the *Child Care and Early Years Act, 2014*, to enter into this Agreement for the provision of child care services;

AND WHEREAS the Region receives funding (the "Provincial Funding") pursuant to the Ontario Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Education dated January 1, 2018, as amended from time to time, and any successor funding agreement between those parties (the "Provincial Funding Agreement"). The Region is providing flow through funding, using the Provincial Funding, to the Service Provider pursuant to the terms of this Agreement;

AND WHEREAS the Service Provider has agreed to provide child care services described in the attached Schedule "A" (Program Description Schedule(s)) as applicable, Schedule "B" (Fee Subsidy Rates Schedule), if applicable, Schedule "C" (Payment Schedule), Schedule "D" (Reports Schedule), and Schedule "E" (Budget Schedule), all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein the receipt and sufficiency of which are expressly acknowledged, and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

Section 1 Interpretation and Definitions

1.1 For the purposes of interpretation:

(a) Words in the singular include the plural and vice-versa;

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

1.2 In the Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement entered into between the Region and the Service Provider, and including all of the schedules listed in Section 19 of this Agreement, at the date hereof and as amended from time to time, pursuant to provisions hereof;

"Budget" means the payment attached to the Agreement as Schedule “E”, as amended from time to time;

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Region has elected to be closed for business;

"Central Wait List Registry" means an on-line registry for the purpose of registering for Licensed or approved child care, such as OneList Waterloo Region or any other registry as defined by the Region;

"Child" or "Children" means a child or children who is younger than 13 years old and who receives child care services pursuant to this Agreement;

"Child Care and Early Years Act, 2014" means the *Child Care and Early Years Act, 2014, S.O. 2014, Chapter 11, Schedule 1* or any successor legislation thereto;

"Child Care Expansion Funding" means 1) Child Care Expansion Plan funding issued by the Province for the purpose of increasing access to affordable child care for children age 0–4; and 2) funding issued as a result of the Canada-Ontario Early Learning and Child Care Agreement to increase quality, accessibility, affordability, flexibility, and inclusivity, with prioritization for children aged 0-6 years old, with some funding available for ages 0–12;

"Child Care Fee Subsidy" means a subsidy to assist a family with the cost of Licensed child care as detailed in Program A2, Schedule A, if applicable;

"College of Early Childhood Educators" means the body that regulates the practice of

early childhood education in Ontario in accordance with the *Early Childhood Educators Act, 2007*, S.O. 2007, Chapter 7, Schedule 8 and the regulations and by-laws made under that Act, or any successor legislation thereto;

“Confirmation of Fee Assistance Letter” means the letter provided by the Region to the Service Provider, confirming the rate and the number of days a Child is eligible for under Child Care Fee Subsidy;

“Consolidated Municipal Service Manager (CMSM)” means a municipality designated by the regulations as a service system manager, in accordance with section 65 *Child Care and Early Years Act, 2014*;

“Core Services Delivery Allocation” means the funding that is intended to: 1) support the availability of Licensed child care programs that contribute to healthy development of Children, 2) provide a Child Care Fee Subsidy to eligible families to access Licensed child care, approved recreation programs and before and after school programs, and 3) support Children with special needs to participate in these programs;

“Director” means the Director of Children’s Services at the Region or their designate;

“Early Learning and Child Care Programs” means the provision of services that includes Licensed/regulated child care;

“Effective Date” means the date set out at the top of the Agreement;

“Fee Reduction Pilot Funding Guidelines” means the guidelines developed by the Region, as amended from time to time, to assist Service Providers in the application for and distribution of funding for the Fee Reduction Pilot;

“FTE” or *“Full Time Equivalent”* means the number produced by dividing the total number of hours actually worked by a Service Provider’s employee during a period of time, as specified by the Region, by the number of full-time basis working hours, as specified by the Region. For the purposes of the calculation of FTE in regard to Operating Funding the time period shall be one (1) week and the full-time basis working hours shall be thirty-five (35) hours per week. The following example is provided for illustrative purposes only for the calculation of FTE in regard to Operating Funding;

- 1 employee who actually worked 30 hours a week = $30/35= 0.86$ FTE
- 1 employee who actually worked 35 hours a week = $35/35= 1$ FTE
- 1 employee who actually worked 37.5 hours a week = $37.5/35= 1.07$ FTE
- 1 employee who actually worked 40 hours a week = $40/35 1.14$ FTE

For the purposes of the calculation of FTE in regard to Wage Enhancement Funding the time period shall be one (1) year and the full-time basis working hours shall be one thousand seven hundred and fifty four (1,754) hours per year. The following example is provided for illustrative purposes only for the calculation of FTE in regard to Wage Enhancement Funding;

- 1 employee who actually worked 1,512 hours a year = $1,512/1,754 = 0.86$ FTE
- 1 employee who actually worked 1,754 hours a year = $1,754/1,754 = 1$ FTE
- 1 employee who actually worked 1,890 hours a year = $1,890/1,754 = 1.08$ FTE
- 1 employee who actually worked 2,086 hours a year = $2,086/1,754 = 1.19$ FTE

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31;

“Funds” means the maximum amount of funds and payment frequency for programs identified in Schedule “E” and provided to the Service Provider as set out in Schedule “E”, as amended from time to time;

“Home Child Care” means in-home care provided by a child care provider that is under contract with an agency Licensed by the Province;

“Home Child Care Enhancement Grant” means Wage Enhancement Funding available to Home Child Care providers under contract with a Licensed Home Child Care agency as detailed in Program A4, Schedule A, if applicable;

“Home Child Care Enhancement Grant Administration Funding” means funding available to support the administrative effort associated with implementing the Home Child Care Enhancement Grant;

“Home Visitor” means a member of the College of Early Childhood Educators who is in good standing with the College of Early Childhood Educators and provides support and supervision at a Home Child Care premises, on behalf of a Licensed Home Child Care agency;

“Human Rights Code” means the *Human Rights Code, R.S.O. 1990, c. H19*, as amended, or any successor legislation thereto;

“Inclusive Child Care” means the provision of early learning and child care services to all Children regardless of diversity or need;

“License” or *“Licensed”* means a license issued by the Province under the *Child Care and Early Years Act, 2014*;

“License Documents” means documents produced by the Province to support the License or Provisional License, including, but not limited to a Licensing Letter, Child Care Licensing Checklist, Summary of Child Care Centre Licensing Requirements and Recommendations, and Licensing Inspection Summary Posting Report;

“Licensed Home Child Care Interim Funding” means funding provided by the Province to support the provision of stable, predictable funding to assist agencies with forecasting, planning, and actively recruiting more caregivers as detailed in Program A*, Schedule A, if applicable;

“Memorandum of Understanding, Special Needs Collaborative” means the signed agreement between the Region and the Special Needs Resourcing Agencies that outlines how the collaborative works together to support Children with developmental concerns in Licensed child care;

“Mitigation Funding” means funds provided by the Region, at its discretion, to reduce the impact to the Service Provider, caused by a reduction in funding pursuant to this Agreement;

“Municipal Freedom of Information and Protection and Privacy Act” means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56*, or any successor legislation thereto;

“Notice” means any communication given or required to be given pursuant to this Agreement;

“Operating Funding” means the annual base funding and incentive grants, as detailed in Program A1, Schedule A, if applicable;

“Operating Funding Guidelines” means the guidelines developed by the Region, as amended from time to time, to assist Service Providers in the application for and distribution of Operating Funding;

“Parent” means the person or persons who are the natural parents of a Child or the person or persons having legal custody or guardianship of a Child;

“Pay Equity Funding” means funding from the Province for eligible non-profit Service Providers, who have a proxy order from the Pay Equity Commission of the Province as detailed in Program A7, Schedule A, if applicable;

“Pay Equity Memorandum of Settlement” means the agreement between the Province and the Region as part of the Core Services Delivery Allocation requiring the Region to flow the Pay Equity Funding to the Service Provider to meet their Pay Equity Funding obligations;

“Professional Resource Centre” means the Early Childhood Professional Resource Centre located at Conestoga College, Kitchener, Ontario;

“Province” means the Ministry of Education for the Province of Ontario or any successor ministry, department or government body;

“Provincial Guidelines” means the Ontario Child Care and Family Support Program Service Management and Funding Guidelines, or any successor document, provided by the Province to municipalities, for the applicable funding year, to guide them in their role as Consolidated Municipal Service Manager (CMSM);

“Quality Initiatives” means the Region’s sanctioned quality initiatives program, such as Early Years Engage or any other program defined by the Region, which requires full participation by all Service Providers in receipt of public funds;

“Registered Early Childhood Educator” means an early childhood educator that is a member in good standing with the College of Early Childhood Educators;

“Regional Staff” means the staff of The Regional Municipality of Waterloo authorized to exercise the rights and perform the duties under this Agreement;

“Reports” means the reports provided by the Service Provider to the Region pursuant to the terms of this Agreement including, but not limited to, s. 6 and s. 7 as well as Schedule “A” and in accordance with the timelines described in Schedule “D”;

“Special Needs Resourcing Agencies” means the agencies who receive Special Needs Resourcing Funding as part of the Special Needs Resourcing Collaborative to support the inclusion of Children with developmental concerns in Licensed child care settings and at no additional cost to Parents within Waterloo Region;

“Special Needs Resourcing Collaborative” means a group of agencies who receive Special Needs Resourcing Funding to support the inclusion of Children with developmental concerns in Licensed child care settings and at no additional cost to Parents within Waterloo Region;

“Special Needs Resourcing Funding” means funding used to support the inclusion of Children with special needs in Licensed child care settings and approved recreation programs at no additional cost to Parents as detailed in Program A5, Schedule A, if applicable;

“Special Purpose Expenses Funding” means funding that aligns with the Province’s priorities to support, supplement or transform the delivery of child care services Licensed by the Province, including Transformation, Capacity Building, Repairs and Maintenance and Small Water Works categories as detailed in Program A6, Schedule A, if applicable;

“Supplemental Grant” means the additional grant of \$150 for each eligible Licensed child care centre based FTE or Home Visitor FTE under Wage Enhancement Funding and \$50 for each eligible home child care provider under Home Child Care Enhancement Grant. The following example is provided for illustrative purposes only for the calculation of the Supplement Grant for a Licensed child care centre based FTE or Home Visitor FTE under Wage Enhancement Funding:

- 0.86 FTE = \$129.27 Supplemental Grant
- 1 FTE = \$150 Supplemental Grant
- 1.08 FTE = \$161.58 Supplemental Grant
- 1.19 FTE = \$178.34 Supplemental Grant

“Teaching Staff” means staff in Licensed child care programs, who are either Registered Early Childhood Educators or other employees of the Service Provider, who work directly with the Children and count toward ratios as specified in the *Child Care and Early Years Act, 2014*;

“Timelines” means the specific timelines as set out in Schedule “D”; and

“Wage Enhancement Funding” means the Provincial investment to benefit low-income child care program staff and Home Child Care providers as detailed in Program A3, Schedule A, if applicable;

“Wage Enhancement Administration Funding” means funding available to support the administrative effort associated with implementing the Wage Enhancement Funding.

Section 2 Provision of Service

2.1 The Service Provider agrees:

- (a) to provide services in accordance with this Agreement in relation to the services detailed in Schedule “A” (the Program Description Schedule(s)), as amended from time to time; and, if applicable, to enable families in receipt of subsidy to attend the Service Provider’s early learning and child care program.

For clarity while there are nine potential sub-schedules included in Schedule “A”, being Programs A1, A2, A3, A4, A5, A6, A7, A8, and A9 of Schedule A, as well as any subsequent sub-schedules to Schedule “A” added pursuant to 4.5(e) of this Agreement, only the sub-schedules of Schedule “A” listed in s.19.1 of this Agreement and attached hereto as part of Schedule “A” and executed by both parties shall be applicable to this Agreement. For further clarity, should Program A2, Schedule A not be included in s.19.1 of this Agreement, then Schedule “B” (Child Care Fee Subsidy Rates) shall not be applicable to this Agreement.

- (b) to participate, in a meaningful way, in the Region’s Quality Initiatives program;
- (c) to participate as an active user of the Central Wait List Registry as detailed in OneList Waterloo Region – Being an ‘Active User’
- (d) to provide Inclusive Child Care, using appropriate resources;
- (e) to participate as an on-going member of the Professional Resource Centre; and
- (f) to comply with all terms and obligations of this Agreement.

Section 3 Term and Termination

3.1 (a) This Agreement will be in force from the Effective Date to December 31, 2021 or until terminated in accordance with the provisions of section 3.2.

- (b) Notwithstanding subsection (a) of this section, the term of the Agreement may be renewed on the same terms and conditions as the initial term of the Agreement for two (2) additional one (1) year terms with 30 days’ written Notice by the Region to the Service Provider prior to the expiry of the then current term.

3.2 (a) This Agreement shall be terminated immediately by the Region by giving written notice to the Service Provider if,

- (i) the Service Provider has become insolvent, committed an act of bankruptcy, or purported to assign the benefit of this Agreement without approval from the Region;

- (ii) The Provincial Funding Agreement is Terminated for any reason whatsoever;
 - (iii) as stated in section 4.2 (d) of this Agreement, the Region does not receive the necessary appropriation from the Province for any or all of the payments under the Agreement;
 - (iv) as stated in section 13.3 of this Agreement, the Service Provider breaches the Conflict of Interest provisions of s. 13 of this Agreement; or
 - (v) the Region determines upon reasonable grounds that the Service Provider is in breach of a material term of this Agreement.
- (b) Notwithstanding subsection (a) of this section, either party may terminate the whole or part of this Agreement by giving the other party thirty (30) days notice in writing.

3.3 In the event that this Agreement is terminated under section 3.2, the Service Provider shall, during the notice period, provide only those services which the Director determines are reasonably required to complete the service in progress and shall forthwith refund to the Region any and all monies advanced by the Region to the Service Provider that the Service Provider has not expended in accordance with the approved Budget or the terms of this Agreement. If the Agreement is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Section 4 Funding and Consideration

4.1 The Region shall:

- (a) provide to the Service Provider the Funds for the purpose of carrying out the services contemplated under this Agreement and in accordance with the payment schedule specified in Schedule "C";
- (b) In addition to the Funds, provide the Service Provider with the Child Care Fee Subsidy as detailed in Program A2, Schedule A, if applicable
- (c) deposit the Funds and/or Child Care Fee Subsidy into an account designated by the Service Provider provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Provider.

- 4.2 Notwithstanding any other provisions herein contained, including without limitation Section 4.1:
- (a) the Region is not obligated to provide any Funds and/or Child Care Fee Subsidy to the Service Provider until the Service Provider provides an insurance certificate, as required under Section 15 of this Agreement, or other proof as the Region may request;
 - (b) the Region is not obligated to provide installments of Funds in the event that the Service Provider is in default of the provisions of this Agreement;
 - (c) the Region may adjust the amount of Funds it provides to the Service Provider in any Funding Year based upon the Region's assessment of the information provided by the Service Provider pursuant to this Agreement; and
 - (d) if, the Region does not receive the necessary appropriation from the Province for any or all payments under the Agreement, the Region is not obligated to make any such payment, and, as a consequence, the Region may:
 - (i) reduce the amount of the Funds; or
 - (ii) terminate the Agreement pursuant to s. 3.2(ii) of this Agreement.
- 4.3 The Service Provider shall:
- (a) provide services in accordance with the terms and conditions of this Agreement;
 - (b) use the Funds only for the purpose contemplated by this Agreement, the applicable legislation and funding guidelines issued by the Province including without limitation the Provincial Guidelines; and
 - (c) spend the Funds only in accordance with the terms of this Agreement.
- 4.4 The Service Provider shall not make any changes to the provision of service, the Timelines, or the Budget contemplated by this Agreement without the prior written consent of the Region.
- 4.5 (a) The Region will pay to the Service Provider, for admissible expenditures incurred pursuant to this Agreement, an annual amount not to exceed the amount stipulated in Schedule "E" (Budget Schedule). The Region reserves the right to determine the amounts, times and manner of such payments.

- (b) Notwithstanding any other provisions of this Agreement, the parties agree that the approved Schedule "C" (Payment Schedule) and Schedule "E" (Budget Schedule) will be as determined by the Region from time to time for the applicable Funding Year for the duration of this Agreement and any renewal term thereof. Upon the Region providing the Service Provider with the amended Schedules "C" and "E" (Payment Schedule; Budget Schedule) pursuant to the Notice provisions of s. 27 of this Agreement and the Service Provider signing it, then the previous Schedule "C" and "E" (Payment Schedule; Budget Schedule) will be replaced by the amended Schedule "C" and "E" (Payment Schedule; Budget Schedule) provided and shall be in full force and effect as of the date specified in each Schedule "C" and Schedule "E". The Service Provider shall execute the amended Schedule "C" and Schedule "E" and return the executed copy to the Region within fourteen (14) days of the amended Schedule "C" and Schedule "E" being provided to them.
- (c) Notwithstanding any other provisions of this Agreement, the parties agree that the approved Schedule "B" (Child Care Fee Subsidy Rates), if applicable, will be as determined by the Region on an annual basis for the applicable Funding Year for the duration of this Agreement and any renewal term thereof. Should the Region choose not to amend Schedule "B" (Child Care Fee Subsidy Rates) pursuant to this section 4.5(c), then Child Care Fee Subsidy Payments will continue to be made in accordance with the approved Schedule "B" (Child Care Fee Subsidy Rates) for the immediately preceding Funding Year. Upon the Region providing the Service Provider with the amended Schedule "B" (Child Care Fee Subsidy Rates) pursuant to the Notice provisions of s. 27 of this Agreement and both parties executing it, then the previous Schedule "B" (Child Care Fee Subsidy Rates) will be replaced by the amended Schedule "B" (Child Care Fee Subsidy Rates) provided and shall be in full force and effect for the applicable Funding Year the Service Provider shall execute the amended Schedule "B" and return the executed copy to the Region within fourteen (14) days of the amended Schedule "B" being provided to them.
- (d) Notwithstanding any other provisions of this Agreement, the parties agree that the approved Program A5, Schedule A (Special Needs Resourcing Funding) if applicable, will be as determined by the Region on an annual basis for the applicable Funding Year for the duration of this Agreement and any renewal term thereof. Should the Region choose not to amend Program A5, Schedule A (Special Needs Resourcing Funding) pursuant to this section 4.5(d), then Special Needs Resourcing Funding payments will continue to be made in accordance with the approved Program A5, Schedule A (Special Needs Resourcing Funding) for the immediately preceding Funding Year. Upon the Region providing the Service Provider with the amended Program A5, Schedule A (Special Needs Resourcing Funding) pursuant to the Notice provisions of s. 27 of this Agreement and both parties executing it, then the previous Program A5, Schedule A (Special Needs Resourcing Funding) will be replaced by the amended Program A5, Schedule A

(Special Needs Resourcing Funding) provided and shall be in full force and effect for the applicable Funding Year. The Service Provider shall execute the amended Program A5, Schedule A (Special Needs Resourcing Funding) and return the executed copy to the Region within fourteen (14) days of the amended Program A5, Schedule A (Special Needs Resourcing Funding) being provided to them.

- (e) Should a new type of funding become available to the Region from the Province, then the Region shall prepare a new sub-schedule ("New Funding Schedule") for that program to add to Schedule "A", and upon both parties executing such Schedule, the new Funding Schedule shall be automatically incorporated into this Agreement without any need for a further amendment to the Agreement.
- (f) It is agreed and understood that the Region may withhold any payments made pursuant to this Agreement if the Service Provider is in breach of any of its obligations under this Agreement.
- (g) If either the FTE target, or the number of Children to be served target, as contained in Special Needs Resource Funding, Program A5, Schedule "A", if applicable, are not achieved to the levels indicated therein, the Region may require that funds be returned to the Region on a proportionate basis, based on the applicable funding formulas as prescribed from time to time by the Province or the Region.
- (h) If Program A2, Schedule "A" for the Child Care Fee Subsidy, of this Agreement is applicable, and it is determined that the Service Provider is or has charged a fee to any third party during the term of this Agreement that is below the fee set out in Schedule "B" (Child Care Fee Subsidy Rates), then the Service Provider shall be deemed to have received an overpayment from the Region in regard to each Child cared for under Schedule "A", Program A2 in an amount equal to the difference between the fee charged to the third party and the applicable fee prescribed in the Schedule "B" (Child Care Fee Subsidy Rates). If an overpayment is deemed to have been made under this subsection 4.5(h), then the Service Provider shall forthwith repay the same to the Region.

4.6 Should the Service Provider not spend the Funds in accordance with the terms and conditions of this Agreement, then upon written Notice from the Region to the Service Provider notifying the Service Provider of such violation of the Agreement, the Service Provider shall within ten (10) Business Days return the Funds noted in the Notice to the Region by way of a cheque made payable to the Region. Furthermore, such violation may, at the Region's discretion, cause the Service Provider to be ineligible to receive to receive future Funding from the Region.

4.7 In no circumstance shall the Service Provider receive any more Funds than the total amount of Funds listed in Schedule "E": Budget Schedule.

Section 5 Region Access and Consultation

- 5.1 The Service Provider will permit Regional Staff to enter at reasonable times, with twenty-four hours (24) Notice, any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services provided pursuant to this Agreement.
- 5.2 The Service Provider agrees that its staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with Region Staff.

Section 6 Reports

- 6.1 In addition to any other reporting provisions herein contained in the Agreement, the Service Provider shall:
- (a) maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in Schedule "D" (Reports Schedule), or other reports as required by the Region from time to time respecting the services being provided pursuant to this Agreement, acceptable to Regional Staff which shall include program data such as funding declarations, the number of staffing, statistics on target achievements and such other information as the Region requires;
 - (b) also prepare and submit to the Region, annually, or at any time upon reasonable request, Reports or other reports, acceptable to the Region respecting the services being funded by the Region and provided for under this Agreement; and
 - (c) shall ensure that all Reports and other reports are signed on behalf of the Service Provider by an authorized signing officer.

Section 7 Financial Records and Reports

- 7.1 (a) The Service Provider will maintain financial records and books of account in a manner consistent with generally accepted accounting principles, respecting services provided pursuant to this Agreement for each site where service is being provided and will allow Regional Staff, or such other persons as may be appointed by the Region from time to time, to inspect and audit such books and records at all reasonable times both during the term of this Agreement and for a reasonable period subsequent to its expiration or termination.
- (b) The Region, its authorized representatives or an independent auditor identified by the Region, may, upon twenty-four hours (24) Notice to the Service Provider and during normal business hours, enter upon the Service Provider's premises to review the provision of service as per the Agreement and the Service Provider's allocation and expenditure of the Funds and/or Child Care Fee Subsidy and, for these purposes, the Region, its authorized representatives or an independent auditor identified by the Region may take one or more of the following actions:
- (i) Inspect and copy the records and documents referred to in Section 7.1;

- (ii) Remove any copies made pursuant to subsection (a) from the Service Provider's premises; and
 - (iii) Conduct an audit or investigation of the Service Provider in respect of the expenditure of the Funds and/or Child Care Fee Subsidy, the provision of service or both.
- (c) The cost of any financial or operational audit or review required or conducted by the Region will be borne by the Service Provider if the audit or review:
- (i) was made necessary because the Service Provider did not comply with a requirement under this Agreement; or
 - (ii) determines that the Service Provider has not fulfilled its obligations under this Agreement, the *Education Act*, R.S.O. 1990, Chapter E.2, the *Child Care and Early Years Act*, 2014 or the Regulations made thereunder.
- (d) The Service Provider will, unless the Region indicates otherwise, submit to the Region annually an audited financial statement and reconciliation report with respect to the funding and services provided pursuant to this Agreement within four (4) months of the Service Provider's financial year end.
- (e) The Service Provider will retain the records and books of account referred to in Section 7.1 (a) for a period of seven (7) years.
- (f) The Service Provider shall prepare and submit such further and other staffing and financial information or reports as reasonably requested from time to time by the Region.
- (g) The Service Provider will adhere to any additional financial reporting requirement as specified in any of the Schedules attached hereto.
- (h) The Service Provider will comply with the Region's policies on the treatment of revenues and expenditures, as amended from time to time.

7.2 To assist in respect of the rights set out in Section 7.1, the Service Provider shall disclose any information requested by the Region, its authorized representatives or an independent auditor identified by the Region, and shall do so in the form requested by the Region, its authorized representatives or an independent auditor identified by the Region, as the case may be.

Section 8 Disclosure

- 8.1 To assist in the respect of the rights set out in Section 7, the Service Provider shall disclose any information requested by the Region, its authorized representatives or an independent auditor identified by the Region, and shall do so in the form requested by the Region, its authorized representatives or an independent auditor identified by the Region, as the case may be.
- 8.2 No provision of the Agreement shall be construed so as to give the Region any control whatsoever over the Service Provider's records.

Section 9 Service Records

- 9.1 In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior written consent of the Region, which may be given subject to such conditions as the Region deems advisable.

Section 10 Confidentiality

- 10.1 (a) The Service Provider acknowledges and agrees that the Region shall be bound by the *Municipal Freedom of Information and Protection of Privacy Act* in the performance of this Agreement.
- (b) Each of the Region and the Service Provider agrees to disclose to the other all such information as may be required to facilitate and complete the services pursuant to the terms of this Agreement.
- (c) The provisions of this Agreement and any information disclosed by the Region or the Service Provider to the other in furtherance of this Agreement shall be regarded as confidential. Such information may only be disclosed to individuals within the Service Provider and the Region with a "need to know" in order to carry out the services under this Agreement, and may only be disclosed to a third party upon the written consent of the other party; provided, however, that the obligation to keep information confidential shall not apply to information which:
- (i) is already known to the recipient when disclosed;
 - (ii) becomes part of the public domain without breach of this Agreement;
 - (iii) is developed by the recipient independently and without reference to the received confidential information; or
 - (iv) is required to be disclosed under operation of law.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 11 Communication Requirements

11.1 The Service Provider shall indicate acknowledgement of the Funds from the Region, in any of its publications, of any kind, including written, oral, or visual, relating to the provision of services that are provided under this Agreement in a form approved in writing by the Region.

Section 12 Consent to Share Information

12.1 The Service Provider acknowledges the Region will communicate with the Province where one or more of the following occurs in accordance with the *Child Care and Early Years Act*, 2014, S.O. 2014, Chapter 11, Schedule 1, Section 50 (2):

(a) Inappropriate use of Funds from the Province and distributed to the Service Provider under this Agreement;

(b) Violation of the *Child Care and Early Years Act*, 2014, S.O. 2014, Chapter 11, Schedule 1 and regulations;

(c) Contraventions of the Region's Quality Initiatives policies; or

(d) Contravention of Section 2.1 (f) of this Agreement.

12.2 The Service Provider further acknowledges the Region will communicate regarding improvement of quality and/or services provided for the purposes set out in Schedule "A", resulting in training or remedial action, with,

(a) The Professional Resource Centre;

(b) The Special Needs Resourcing Agencies; and

(c) The Region's Quality Initiatives program.

12.3 The Service Provider further acknowledges the Region will communicate with the College of Early Childhood Educators where the Region becomes aware that a Registered Early Childhood Educator is in violation of their membership with the College of Early Childhood Educators, in regard to professional misconduct, as detailed in Ontario Regulation 223/08 of the *Early Childhood Educators Act*, 2007.

Section 13 Conflict of Interest

13.1 The Service Provider shall carry out the provision of services and use the Funds and/or the Child Care Fee Subsidy without an actual, potential or perceived conflict of interest.

13.2 For the purposes of this section, a conflict of interest includes any circumstances where:

- (a) the Service Provider; or
- (b) any person who has the capacity to influence the Service Provider's decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Provider's objective, unbiased and impartial judgement relating to the provision of service, the use of the Funds and/or the Child Care Fee Subsidy, or both.

13.2 The Service Provider shall disclose to the Region,

- (a) without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest; and
- (b) comply with any terms and conditions that the Region may prescribe as a result of the disclosure.

13.3 A breach of the provisions of this Section 13 by the Service Provider shall entitle the Region to terminate this Agreement immediately, in addition to any other remedies that the Region may have in law or in equity.

Section 14 Liability and Indemnification

14.1 The Service Provider, both during and after the term of this Agreement, shall indemnify, defend and hold harmless the Region, its elected officials, officers, employees, volunteers, agents, contractors, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions of other proceedings of any kind (including, but not limited to, proceedings or a criminal, administrative or quasi-criminal nature) and expenses (including, but not limited to, legal fees on a solicitor and client basis) which the indemnified persons or person may suffer or incur, howsoever caused, arising out of or in connection with, in any way related to, or as a result of acts or omissions, whether negligent or otherwise, of the Service Provider, its employees, sub-contractors, agents and permitted successors and assigns in the performance of the services required by or to be carried out under this Agreement.

Section 15 Insurance

15.1 The Service Provider shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the Region:

- (a) General Liability Insurance: The Service Provider shall maintain liability insurance acceptable to the Region throughout the term of this Agreement. Coverage shall

consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence. Such insurance shall name The Regional Municipality of Waterloo as an additional insured thereunder and shall be endorsed to include a Cross-Liability Endorsement with a Severability of Interests Clause, Premises and Operations Liability, Blanket Contractual Liability, Personal Injury Liability and Abuse and Sexual Misconduct Liability;

- (b) Automobile Liability Insurance: The Service Provider shall maintain automobile liability insurance on all Owned and Leased Automobiles to a limit of \$2,000,000 throughout the term of this Agreement, if transporting Children.
- (c) The Service Provider shall verify that they have risk management and/or financial integrity protocols in place to protect the use of public funds. The Service Provider shall also take out and keep in force until this Agreement is no longer in effect, a Comprehensive Crime Insurance policy to cover the Service Provider from one or more Fraudulent or Dishonest Acts committed by an employee or volunteer, acting alone or in collusion with others. Coverage shall be underwritten on an "Employee Dishonesty Coverage – Form "A" for the monthly allocation of Funds received from the Region pursuant to this Agreement as follows: coverage of up to \$50,000 for Service Providers receiving less than \$100,000 in Funds on average each month for the applicable year of the Term of this Agreement; and \$100,000 in coverage for Service Providers receiving over \$100,000 in Funds on average each month for the applicable year of the Term of this Agreement.
- (d) Provisions: The Service Provider shall forward a Certificate of Insurance, evidencing this insurance with the executed Agreement. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the Region.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under this policy of insurance shall be the sole responsibility of the Service Provider and that this coverage shall be primary insurance as respects the Region. Any insurance or self-insurance maintained by the Region shall be considered excess of the Service Provider's insurance and shall not contribute with it.

The Region reserves the right to modify these insurance requirements as deemed suitable.

Section 16 Acquisition of Goods and Disposition

- 16.1 If the Service Provider acquires goods, services, or both with the Funds, it shall do so through a process that promotes the best value for money.
- 16.2 The Service Provider shall not, without the Region's and/or Province's prior written consent, sell, lease or otherwise change the use, dispose of any asset, item,

furnishing or equipment purchased or created with the Funds for which Funds were provided, the total cost of which exceeds \$100,000 at the time of purchase.

Section 17 Amendments

17.1 This Agreement and its Schedules may be amended from time to time through an amendment made in writing and duly signed by the parties to this Agreement.

Section 18 Non-Assignment and Change in Ownership

18.1 The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the Region, which approval may be withheld by the Region in its sole discretion or given subject to such conditions as the Region may impose.

18.2 The Service Provider will provide the Region with at least sixty (60) days written notice of any pending transfer, sale or other conveyance of the Service Provider's child care operations or any anticipated change in current ownership of the Service Provider. In the event of a change in current ownership the Region will, notwithstanding any other provisions herein contained, determine at its sole discretion whether any or all funding to the Service Provider under this Agreement shall continue thereafter. For the purposes of this Agreement "change in current ownership" means when any person (including any individual, corporation, association, firm, partnership, joint venture, trust or unincorporated organization), other than a person or a combination of persons presently owning, directly or indirectly, more than 20% of existing voting securities of the Service Provider, acquires or becomes the beneficial owner of, or a combination of persons acting jointly and in concert acquires or becomes the beneficial owner of, directly or indirectly, more than 50% of the voting securities of the Service Provider, whether through the acquisition of previously issued and outstanding voting securities, or of voting securities that have not been previously issued, or any combination thereof, or any other transaction having similar effect.

Section 19 Schedules

19.1 All the terms of the Schedules attached hereto are incorporated into this Agreement except where they are inconsistent with this Agreement. This Agreement and the following Schedules embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement:

Schedule "A" – Program Description

A2. Child Care Fee Subsidy

Schedule "B" – Child Care Fee Subsidy Rates, if applicable

Section 20 Laws

20.1 The Service Provider agrees that the Service Provider and its employees, agents and representatives, if any, shall at all times in respect of the performance of this Agreement comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders, including but not limited to the *Child Care and Early Years Act, 2014* and its regulations, the *Human Rights Code*, as they may be amended from time to time, and all policies, procedures, guidelines and requirements as set by the Region and the Ministry from time to time and also, if applicable:

- (a) pursuant to section 6 of Ontario Regulation 429/07, *Accessibility Standards for Customer Service* made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Service Provider shall ensure that all Service Provider employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities; and (ii) pursuant to section 7 of Ontario Regulation 191/11, *Integrated Accessibility Standards* made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Service Provider shall ensure that training is provided on the requirements of the accessibility standards referred to in such Regulation and on the Human Rights Code as it pertains to persons with disabilities, as set out in such Regulation.

Section 21 Waivers

21.1 Any waiver by the Region of the strict compliance by the Service Provider with a term, covenant or condition in this Agreement, or any indulgence granted by the Region to the Service Provider is not considered to be a waiver of a subsequent default or breach by the Service Provider, nor entitle the Service Provider to a similar indulgence.

Section 22 Independent Contractor

22.1 The parties acknowledge and agree that the Service Provider shall provide child care services as an independent contractor and not as an agent or employee of the Region and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners or, or in joint venture with the Region.

Section 23 Funds at the End of a Funding Year

23.1 Notwithstanding anything contained elsewhere in this Agreement, if the Service Provider has not spent all of the Funds allocated for the Funding Year as provided for in the Agreement including but not limited to Schedule "A" and its sub-schedules, the Region may take one or both of the following actions:

- (a) Demand the return of any unspent Funds; and
- (b) Adjust the amount of any further instalments of Funds accordingly.

Section 24 Funds upon Expiry

24.1 The Service Provider shall, upon expiry of the Agreement, return to the Region any Funds remaining in its possession or under its control.

Section 25 Overpayment

25.1 If for any reason the Service Provider is overpaid under this Agreement, the Region will deduct the amount of the overpayment from any future monies owing to the Service Provider or require the Service Provider to return the funds to the Region by way of a cheque to the Region or the Region will collect the overpayment from the Service Provider through a court of competent jurisdiction.

Section 26 Return of Funding as Requested by Province

26.1 In the event that the Province demands to the Region, in accordance with the Provincial Funding Agreement, repayment of Funding (as that term is defined in the Provincial Funding Agreement), (including any interest) including without limitation in accordance with Section A11, A12 and A13 of the Provincial Funding Agreement, the Service Provider will be responsible for such repayment of Funding that was paid to the Service Provider in accordance with this Agreement save and except where such repayment is demanded by the Province as a result of the negligence of, or a breach of the Provincial Funding Agreement by the Region, its agents, employees, contractors, or representatives (provided that such breach of the Provincial Funding Agreement did not arise directly or indirectly from an act or omission of the Service Provider), in which case the Service Provider will be solely responsible for such repayment of Funding to the Region.

Section 27 Notice

27.1 Any Notice given by the Service Provider to the Region under this Agreement or any other document as prepared by the Service Provider for the Region shall be served by personal delivery, or by sending same by regular lettermail, courier, facsimile, email, or similar form of transmitted message to:

Tyla Fullerton
Manager, Early Years Funding Administration
The Regional Municipality of Waterloo
Children's Services
99 Regina Street South, 5th floor
Waterloo, Ontario, N2J 4G6
E-mail: TFullerton@regionofwaterloo.ca
Fax: 519-884-7158

Or such other address as the Region may from time to time designate by written notice to the Service Provider.

- (a) Any Notice given by the Region to the Service Provider under this Agreement or any other document as prepared by the Region for the Agency shall be served by personal delivery, or by sending same by regular lettermail, courier, facsimile, email, or similar form of transmitted message to:

Danielle Ciccarelli
Recreation Coordinator - Child & Youth
City of Cambridge
50 Dickson St
Cambridge ON
N1R 8S1
Email: ciccarellid@cambridge.ca

Or such other address as the Service Provider may from time to time designate by written notice to the Region.

- (b) Any Notice or other communication delivered personally or by courier shall be deemed to have been given and received on the day it is so delivered, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication sent by regular lettermail shall be deemed to have been given and received on the third business day following the date of mailing. Any notice or other communication transmitted by facsimile or email shall be deemed given and received on the day of its transmission provided that such day is a business day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed given and received on the first business day after its transmission.

27.2 Despite Section 27.1, in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
(b) The Party giving Notice shall provide Notice by e-mail, personal delivery or by fax.

27.3 Despite Section 27.1, if either Party receives a Notice on a non-Business Day, or after 5 p.m. on a Business Day, the Notice shall be deemed to have been received on the next Business Day.

Section 28 Provincial Funding Agreement Amendment

28.1 The parties hereto acknowledge and agree that the terms of this Agreement are subject to the terms of the Provincial Funding Agreement. In the event that there are additional terms and conditions placed on the use of the Funding under the Provincial Funding Agreement or the Provincial Funding Agreement is amended (each a "Provincial Funding Agreement Amendment") this Agreement shall be amended by the parties as required to implement such Provincial Funding Agreement Amendment.

Section 29 General

29.1 The Service Provider hereby covenants and agrees:

- (a) that it has and shall continue to hold a License under the *Child Care and Early Years Act, 2014* and that it shall produce the Licence, License Documents and any renewal thereof to the Region upon request;
- (b) that it is a not-for profit corporation incorporated pursuant to *Corporations Act, R.S.O. 1990, c. C.38* or *Canada Not-for-Profit Corporations Act* or is a for profits corporation governed by the *Business Corporations Act, R.S.O. 1990, c. B.16* and will abide by all requirements of the such applicable act in providing the services specified in this Agreement;
- (c) that it will manage the corporation in a commercially prudent manner, including without limitation ensuring compliance with s. 29.1 (b) above;
- (d) that each site where child care services are provided under this Agreement shall be supervised by a graduate of a recognized Early Childhood Education program and registered with the College of Early Childhood Educators, or equivalent as determined by the Province or an agent thereof; and
- (e) that not less than **75% of** the Teaching Staff of the site where child care services are provided under this Agreement shall be graduates of a recognized Early Childhood Education program and registered with the College of Early Childhood Educators, or equivalent as determined by the Province or an agent thereof. **If the teaching staff are less than 75%, the Service Provider shall complete and submit for approval the "Temporary RECE Exemption Form." School-Age, Youth Development and French-Language early learning and child care programs are exempt from this requirement.**

For greater clarity, Section 29.1 of this Agreement is not applicable to Service Providers that are Special Needs Resourcing Agencies.

29.2 The Service Provider reserves the right to provide services to any and all persons notwithstanding that such persons are or were eligible for a subsidy from the Region under this Agreement or any other program as provided by the Region.

- 29.3 The Service Provider acknowledges and agrees it has read and understands the terms and covenants of this Agreement and that it has obtained or had the opportunity to obtain independent legal advice prior to the execution thereof.
- 29.4 Each party, at the request of the other, shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
- 29.5 Time shall be of the essence of this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.
- 29.6 All obligations of the Service Provider shall expressly or by their nature survive termination or expiration of this agreement and shall continue in full force subsequent to and notwithstanding such termination or expiration until and unless they are satisfied or by their nature expire.
- 29.7 This Agreement shall endure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 29.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 29.9 This Agreement may be executed in counterpart in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.
-

IN WITNESS WHEREOF this Agreement has been signed by an authorized Regional official on behalf of the Region and the Service Provider by its proper signing officers.

CITY OF CAMBRIDGE

_____ Signature	_____ Name/Title	_____ Date
_____ Signature	_____ Name/Title	_____ Date

I/We have the authority to bind the corporation.

THE REGIONAL MUNICIPALITY OF WATERLOO

_____ Signature	Barbara Cardow Director, Children's Services (By-Law 18-036, Schedule A, s. 48) _____ Name/Title	_____ Date
--------------------	---	---------------

_____ Signature	Tyla Fullerton Manager, Early Years Funding Administration (By-Law 18-036, s 2.5 and Schedule A, s. 48) _____ Name/Title	_____ Date
--------------------	--	---------------

We have the authority to bind the Corporation.

SCHEDULE A: PROGRAM DESCRIPTION SCHEDULES

Legislation

Child and Family Services Act, R.S.O. 1990, Chapter C.11

Child Care and Early Years Act, 2014, S.O. 2014, Chapter 11, Schedule 1

Early Childhood Educators Act, 2007, S.O. 2007, Chapter 7 Schedule 8

Education Act, R.S.O. 1990, Chapter E.2

Ministry of Community and Social Services Act, R.S.O. 1990, c. M.20

This Schedule 'A' outlines the services that the Region is funding in relation to the Agreement, including specific expectations and conditions that apply.

Service Objectives

Service Programs:

A2. Child Care Fee Subsidy

The Region provides funding to Service Providers to support the vision of a vibrant, comprehensive system of early learning and child care that supports the healthy development of all children in our community.

Funding is used to:

- foster early learning and Child development;
- support Children being cared for in a safe, nurturing environment;
- support the inclusion of Children with special needs;
- support the Service Provider's staff who work in Licensed child care;
- enable Parents to work, or undertake training or education leading to employment; and
- provide linkages to other programs and services; and
- enable an increased number of families have access to affordable licensed child care.

Region Expectations

Expectations of the Service Provider are included for each program area in the following sub-schedules as well as the Agreement.

PROGRAM A2: CHILD CARE FEE SUBSIDY

VENDOR NUMBER:

ORGANIZATION NAME: City of Cambridge

LEGISLATION: Child Care and Early Years Act, 2014

SERVICE NAME: Child Care Fee Subsidy

Service Description

1. A Child Care Fee Subsidy provides financial assistance towards the cost of Licensed centre-based and Home Child Care, children's recreation programs, and third party and board-operated before and after school programs, on behalf of eligible families. Parents of children with special needs may be eligible for fee subsidies for children under the age of 13 and, in some situations, under the age of 18.

Service Objectives

2. To foster early learning and healthy Child development by supporting access to licensed child care for Children, regardless of diversity or need.
3. To support equitable access to quality child care on behalf of eligible Parents.

Service Requirements

4. Without limiting any other provisions of the Agreement, the Service Provider shall provide child care services for such Children as are approved from time to time by the Region through a Confirmation of Fee Assistance Letter provided by Regional Staff, and the child care services shall be carried out in accordance with the terms of such letter, and in accordance with this Program A2, Schedule A. The Region can reduce the number of Children approved, from time to time, based on the Service Provider's License and its terms and conditions or non-compliance with the Region's Quality Initiatives.
5. (a) In addition to the payment provided for in subsection 4.1(a) of the Agreement, the Region shall pay to the Service Provider, in respect of each Child cared for under section 4 of this Program A2, Schedule "A", the difference between:
 - (i) the per diem rate as prescribed by the applicable Schedule B: Child Care Fee Subsidy Rates; and
 - (ii) the fees, as determined by the Region, in accordance with the regulations under the *Child Care and Early Years Act, 2014* to be paid by the Parent for the child care services.(b) The Service Provider acknowledges and agrees that the Region shall in no way be

responsible or liable for any monies, fees or damages that may be owing by a Parent to the Service Provider.

For the purposes of this section, the per diem rates as prescribed in the Schedule B: Child Care Fee Subsidy Rates shall be deemed to cover all of the costs related to a Child cared for under Section 4 of this Program A2, Schedule "A" and no additional charges, such as registration fees, fees for extra-curricular activities or additional daily fees, shall be made separately by the Service Provider to the Parent and as such, a child's choice to participate in activities shall not be negatively impacted.

- (c) The Service Provider shall ensure that the Child or the family receiving Child Care Fee Subsidy shall, in no way be treated differently than another Child, on the basis of their Child Care Fee Subsidy.
6. (a) For the purposes of section 5 of this Program A2, Schedule "A", within five (5) business days after the end of each month in which child care services are provided under section 4 of this Program A2, Schedule "A", the Service Provider shall submit to the Region:
- (i) an invoice in a form as prescribed by the Region from time to time; and
 - (ii) copies of all attendance records with respect to child care services rendered in the preceding month.
- (b) The Region shall make payment to the Service Provider for each proper and complete invoice within twenty-five (25) days of receipt thereof.
- (c) In the event of anticipated delays in the making of payment by the Region, written notice shall be made to the Service Provider within the time allotted under section 6(b) of this Program A2, Schedule "A", of this section and with such, the Region shall have such time as necessary, without paying interest to the Service Provider, to make the required payment.
7. For the purposes of section 6 of this Program A2, Schedule "A":
- (a) Only those amounts which are in accordance with the rates prescribed in Schedule "B" shall be invoiced by the Service Provider and only those invoices relating to Children who are in actual daily attendance shall be permitted.
 - (b) Notwithstanding the foregoing, the Region shall make payment to the Service Provider for a maximum of thirty (30) days of absenteeism per Child per year to include vacation days, statutory holidays and other occasional days of absence. Absenteeism due to Children's illness will be paid in addition to the thirty (30) days.
 - (c) The Service Provider shall require Parents to give at least two (2) weeks notice to the Service Provider before withdrawing their Child from the Service Provider's care. If, however, notice is not given, the Region shall make payment to the Service Provider

for a maximum of two (2) additional weeks of care in lieu of notice, unless the space can be filled by the Service Provider before the two (2) week period lapses. In this case, payment shall be made only until the space is filled by another Child.

- (d) Save as set out in subsection (c) of this section, all payments to be made to the Service Provider by the Region for a Child cared for under section 4 of this Program A2, Schedule "A", shall end as of the date of the Child's withdrawal from the Service Provider's care.
8. The Service Provider shall, for the purposes of section 7 of this of this Program A2, Schedule "A", accurately, faithfully and truly record the days of absence taken by each Child and shall obtain an explanation for such absence from the Parent as part of the record, which record shall be submitted to the Region, as may be required by the Region from time to time.
9. Requests by the Service Provider for rate increases related to the Child Care Fee Subsidy for the upcoming Funding Year shall be made to the Region by such date as specified by the Region from time to time.

Policies and Procedures

10. Approved days and care codes are confirmed in a Confirmation of Fee Assistance Letter provided by the Region, or other methods as determined by the Region, provided on behalf of each subsidized Child.
11. Days of care that are used in addition to days approved in the Confirmation of Fee Assistance Letter are the financial responsibility of the Parent and the Service Provider shall not bill the Region for those days. This includes,
- days used before the first day of care and after the last day of care approved by Child Care Fee Subsidy; and/or
 - days of care used during a week that are not approved by Child Care Fee Subsidy.

Service Providers understand that care provided outside of Child Care Fee Subsidy approved dates is a private agreement between the Service Provider and the Parent and not the responsibility of Child Care Fee Subsidy.

12. Service Providers are responsible to track the Child Care Fee Subsidy placement end date and vacation/absent days for each Child placed. Parents are responsible to pay the full cost of any vacation/absent days used that exceed the allotted maximum. The Service Provider shall not bill the Region for days used that exceed the allotted maximum.
13. The Service Provider,
- (a) Is responsible to collect the Parent contribution, if applicable, as per their

program's policies;

- (b) Will complete their Web Enabled Record of Attendance ("WEBROA") by the end of the 5th business day of each month;
- (c) Will receive payment from the Region for a Child's absence due to illness and vacation/absent days on approved days, if there are sufficient days in the Child's Vacation/Absent Days bank;
- (d) Will contact the subsidy office when:
 - (i) the Child stops attending without notice;
 - (ii) the Child is absent due to illness for 5 days in a row or for a large number of days in a month; or
 - (iii) the Child is absent without reason for 3 days in a row or for a large number of days in a month.

14. Withdrawal without notice occurs when a Child:

- (a) Stops attending and the Parent does not provide notice to the program; or
- (b) The Child does not start on the approved start date and the Parent does not provide notice to the program.

When Withdrawal without notice occurs, the program will,

- a) Notify the Subsidy office within 3 business days; and
- b) Bill the Region 2 weeks **or** until the space is filled by another Child, whichever is less.

If the Service Provider notifies or does not notify the Region that a child stopped attending, a maximum of 2 weeks from the date the child stopped attending shall be paid in lieu of notice.

- 15. Any billing discrepancies will be brought to the Region's attention within 30 days of receipt of a final payment for the month in question.
- 16. Service Providers must issue receipts to Parents who are required to pay a Parent contribution to the program.
- 17. The Service Provider shall comply with all terms and conditions of the Agreement.
- 18. Failure to comply with any of the conditions herein may result in a claim for recovery of Child Care Fee Subsidy as well as the ineligibility to receive future funding from the Region.

Head Office Administration for Web Enabled Record of Attendance (WEBROA)

19. **NOTE:** One person from the Service Provider should be designated as the head office administrator for the WEBROA (the “Head Office Administrator”). The Head Office Administrator’s name must be provided to the Region of Waterloo, Children’s Services Administration.

The Head Office Administrator is responsible for:

- assigning rights to the Service Provider’s staff who will input the Web Enabled Record of Attendance;
- ensuring the Web Enabled Record of Attendance is submitted on time each month;
- providing attendance information/clarification to the Region when necessary;
- notifying the Region’s Staff with changes to the designated Head Office Administrator.

Name of Designated Head Office Administrator:

Name (*please print*)

Title

IN WITNESS WHEREOF this Agreement has been signed by an authorized Regional official on behalf of the Region and the Service Provider by its proper signing officers.

CITY OF CAMBRIDGE

_____ Signature	_____ Name/Title	_____ Date
--------------------	---------------------	---------------

_____ Signature	_____ Name/Title	_____ Date
--------------------	---------------------	---------------

I/We have the authority to bind the corporation.

THE REGIONAL MUNICIPALITY OF WATERLOO

_____ Signature	Barbara Cardow Director, Children's Services (By-Law 18-036, Schedule A, s. 48) _____ Name/Title	_____ Date
--------------------	---	---------------

_____ Signature	Tyla Fullerton Manager, Early Years Funding Administration (By-Law 18-036, s 2.5 and Schedule A, s. 48) _____ Name/Title	_____ Date
--------------------	--	---------------

We have the authority to bind the Corporation.

SCHEDULE B: CHILD CARE FEE SUBSIDY RATES

VENDOR NUMBER:

ORGANIZATION NAME: City of Cambridge

LEGISLATION: Child Care and Early Years Act, 2014

SERVICE NAME: Child Care Fee Subsidy Rates

Rate Schedule Applicable to:

1. For – Dolson Centre Camp - <Vendor Code> the rate shall be:

Summer Camp – (Primary/Junior School Age)

(i) 6 hours or more (SmmrS), a maximum of \$30.78

2. For – Sunblast/Imagination Inclusion Camp - <Vendor Code> the rate shall be:

Summer Camp – (Primary/Junior School Age)

(i) 6 hours or more (SmmrS), a maximum of \$35.98

3. For – Ultimate Sports Camp - <Vendor Code> the rate shall be:

Summer Camp – (Primary/Junior School Age)

(i) 6 hours or more (SmmrS), a maximum of \$30.78

(ii) 6 hours or more (SmrS2), a maximum of \$47.25

4. For – WG Johnson Camp - <Vendor Code> the rate shall be:

Summer Camp – (Primary/Junior School Age)

(i) 6 hours or more (SmmrS), a maximum of \$30.78

2. The Service Provider acknowledges the rates listed in s. 1 of this Schedule B: Child Care Fee Subsidy Rates.

IN WITNESS WHEREOF this Agreement has been signed by an authorized Regional official on behalf of the Region and the Service Provider by its proper signing officers.

CITY OF CAMBRIDGE

_____ Signature	_____ Name/Title	_____ Date
--------------------	---------------------	---------------

_____ Signature	_____ Name/Title	_____ Date
--------------------	---------------------	---------------

I/We have the authority to bind the corporation.

THE REGIONAL MUNICIPALITY OF WATERLOO

_____ Signature	Barbara Cardow Director, Children's Services (By-Law 12-017, Schedule A, s. 49) _____ Name/Title	_____ Date
--------------------	---	---------------

_____ Signature	Tyla Fullerton Manager, Early Years Funding Administration (By-Law 18-036, s 2.5 and Schedule A, s. 48) _____ Name/Title	_____ Date
--------------------	--	---------------



**Region of Waterloo Camp Compliance
for Service Providers of
Summer Recreation Programs for School Age Children**

Recreation / Camp Program: _____

Contact Name: _____

Title / Position: _____

Phone Number: _____

Date of 1st (Scheduled) visit: (June) _____

Site Visit Conducted by (Name and Title): _____

Date of 2nd (Un-announced) visit: (July-mid August) _____

2nd Visit Conducted by: (Name and Title) _____

Visit # 1 – Information and Policy Review:

General	On File		Comments
	Yes	No	
Insurance Certificate (\$2 – 5 million)			
Proof of High Five Quality Assurance / Confirmation of submission of evaluation to Parks and Recreation Ontario Or Accreditation by Ontario Camping Association (OCA)			
Water testing protocols			

Policies	On File		Comments
	Yes	No	
Safe Arrival & Dismissal Policy			
Child Abuse Reporting Policy			
Behaviour Guidance Policy			
Criminal Reference Check Policy			
Medication Dispensing Policy			
Serious Occurrence Policy Camp is aware they must notify the RoW in the event of a Serious Occurrence involving fee assisted children. A Serious Occurrence is defined as: <ul style="list-style-type: none"> • Death • Serious injury • Alleged abuse / mistreatment • Missing child • Disaster on premises • Complaint about services standard • Other 			
Medical Conditions Policy (ie: anaphylaxis, allergies, severe medical conditions etc.)			

Ratios and Group Size	Record All Reported Ratios & Group Sizes	Comments
<p>*Recommended ratio to maintain: 1 staff to each group of 10 children, aged 6-12 (consider any special needs of children and type/size of program) Other camps have reported: 1:6 (ages 4 & 5) 1:10 (ages 6-9) 1:12 (ages 10-13)</p>		

Enrollment and Records (fee-assisted children only)	Random Review of 5 files					Comments
<p>Up-to-date records exist for each child and contain:</p> <ul style="list-style-type: none"> ➤ Application signed by parent ➤ Child's name, date of birth, Address ➤ Parent / Guardian name, address, day, cell and home phone numbers. ➤ Name of person(s) child may be released to 						

Staff Information and Training Records	On File		Comments
	Yes	No	
Name, Address, Home Phone Number, Emergency Contact Information			
Staff Medical and immunization record			
Record of Qualifications and Training: ei. High 5 / Quest etc.			
Criminal Reference Check *for all staff 18 years and older			
Review of all Policies & Procedures (Sign off)			
Individual Performance Appraisal & Monitoring			
Staff are trained regarding responsibilities in event of fire, tornado etc.			
Staff are trained in First Aid and CPR (Standard vs. Emergency)			
Inclusion training for staff (Children with special needs) Explain:			

Follow-Up Required	Date Completed

Visit # 2 – Observation and Camp Tour:

Item	General Overall Comments / Summary
<p>Space and Facility (Adequate space, shade, tables etc.)</p>	
<p>Program Plan (Daily activities, materials: variety & plentiful etc.)</p>	
<p>Child to Child Interactions (Cooperative, engaged, happy, belonging, positive relationships etc.)</p>	
<p>Staff Behaviour & Interactions (Supporting children, child guidance, inquisitive engaged etc.)</p>	

Emergency Information Posted	Yes	No	Comments
Fire procedures are posted			
Fire Drills are conducted monthly and recorded			
First Aid Kit and Manual are readily available			
Staff have access to a phone at all times			
Allergy Lists posted			

Follow-Up Required	Date Completed

Helpful Links:

Link for parents - Public Health - School Lunch Safety:

<http://chd.region.waterloo.on.ca/en/healthyLivingHealthProtection/resources/SchoolLunchSafety.pdf?link>

Beaches link: <http://www.regionofwaterloo.ca/en/safeHealthyCommunity/beaches.asp>

Reviewed by Manager / Supervisor: _____ Date: _____

Director Approval: _____ Date: _____