



SERVICE AGREEMENT

This Agreement made in duplicate

B E T W E E N: **The Corporation of the County of Huron**

("County of Huron")

- and -

("Service Provider")

WHEREAS the *Child Care and Early Years Act, 2014 S.O. 2014, c. 11, Sched. 1* and amendments authorizes the County of Huron to enter into this Agreement for the provision of child care and/or early years programs and services;

AND WHEREAS the Service Provider has agreed to provide child care and/or early years programs and services as described in the *Child Care and Early Years Act, 2014*;

THEREFORE in consideration of the terms of this agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. FOR PURPOSES OF THIS AGREEMENT:

"Child care and early years programs and services" means programs and services as defined by the *Child Care and Early Years Act, 2014*;

"County" means the County of Huron;

"County Staff" means the staff of the County of Huron authorized to exercise the rights and perform the duties of the County of Huron under this Agreement;

"Service Provider" means the party of the second part and shall be the "Delivery Agent" for purposes of provision of child care and/or early years programs and services pursuant to the *Child Care and Early Years Act, 2014* and its regulations.

2. THE SERVICE PROVIDER AGREES TO:

- 2.1 Provide services in accordance with the attached Service Description Schedule(s), 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 County.
- 2.2 Provide child care in accordance to How Does Learning Happen? Ontario's pedagogy for the early years 2014
- 2.3 The licensed Service Provider agrees to participate in the OneHSN Childcare Application and Waitlist Solution (OneHSN) as required under this Agreement and will not generate and keep waitlists separate and apart from the centralized waitlist;
- 2.4 The service provider agrees to maintain reasonable child care rates as approved by the Huron County Children's Services and will communicate any changes to child care rates for approval prior to implementation.
- 2.5 The service provider agrees to offer the same services for the same rates to all individuals accessing care avoiding member/non-member rates or resident/non-resident rates.
- 2.6 The service provider will not increase rates more than once per year and will ensure rate increases are reasonable and gradual in line with the cost of living (1-3% annually) to avoid hardship to families.

The following Schedules marked with an "X" form part of this Agreement.

Schedule "A" - Licensed Child Care Fee Subsidy Service Description

Schedule "B" - General Operating Grant Service Description

Schedule "C" - Provincial Wage Enhancement Grant Service

Description

Schedule "D" - Pay Equity Service Description

Schedule "E" - Program Assistant Service Description

Schedule "F" - Special Purpose (Play Based, Health and Safety, one-time funding)

Schedule "G" - EarlyON Child and Family Centre Service Description

Schedule "H" - EARLY Learning and Child Care Funding

- 2.7 Participate in a meaningful way in providing quality child care and/or early years programs and services, including identifying ongoing professional learning opportunities for staff and keeping current with trends in pedagogy.
- 2.8 Use the funds only for the purpose of carrying out the Services and Program.
- 2.9 Provide inclusive child care and/or early years programming.

3. TERM

- 3.1 Notwithstanding the date that this Agreement was executed, its term commenced on January 1, 2022 and shall continue until December 31, 2022 or until terminated under Section 3.2, 3.3; or 3.6. (Following 2022, Service Agreements will be on a four year term, in line with Ministry funding for 2023-2027)
- 3.1.1 Subject to 3.1.2 below, the parties shall renew this agreement by signing a new agreement on or before January 1, 2027 upon the same terms and conditions as are set out in this agreement. Should the parties be late in signing the new agreement due to a delay in the process of preparations, approval and signing of the new agreement, this agreement shall be extended and remain in force until the date the new agreement is signed unless terminated in accordance with the provisions of this agreement.
- 3.1.2 If the County wishes to amend the terms and conditions of this agreement, it shall give notice to the Service Provider no less than sixty (60) days before the end of the term. Should the County give such notice, the County and the Service Provider shall make their best efforts to agree on the amendments to the agreement and sign a new agreement incorporating the amendments on or before January 1, 2027. Should the parties be late in signing the new agreement due to a delay in process of preparation and signing of the new agreement, this agreement shall be extended and remain in force until the date of the new agreement is signed unless it is terminated in accordance with the provisions of this agreement.
- 3.2 Either party may at any time terminate this Agreement in whole or in part, without penalty or cause, by giving a minimum of (60) days written notice to the other party and in the event the Agreement is terminated in part, the remainder of the Agreement, if capable of performance, shall continue in full force and effect.
- 3.3 If in the opinion of the County, the Service Provider is in breach of this Agreement, the County may terminate this Agreement immediately by giving written notice to the Service Provider. Notwithstanding the foregoing, the County may, in its discretion, provide the Service Provider with a reasonable period of time to rectify the breach.
- 3.4 In the event notice is given under sub-article 3.2, the Service Provider shall, during the notice period, provide only those services which the County, determines are reasonably required to complete the service in progress.
- 3.5 Upon termination of this Agreement, the Service Provider shall reimburse forthwith to the County any monies advanced by the County which are not expended in accordance with this Agreement.
- 3.6 Notwithstanding anything to the contrary in this Agreement, in the event that:
- 3.6.1 The Ministry at any time during the term of this Agreement revokes the designation of the County as a CMSM or ceases to provide sufficient funding to the County for any programs or services covered under this Agreement; or
- 3.6.2 The Service Provider, if it is a corporation, transfers the majority of its issued shares in the capital stock or if any transfer, issuance or division of any shares of the corporation or of any affiliated corporation of the corporation sufficient to transfer control to others than the then present shareholders of the corporation occurs; or

3.6.3 The Service Provider becomes insolvent or makes an application to appoint a receiver or trustee in bankruptcy

In the circumstances outlined in Sections 3.6.1 to 3.6.3 this Agreement shall, at the sole discretion of the County, immediately become null and void and the County shall not in any way be liable to the service provider.

3.6.4 The County of Huron will pay to the Service Provider for admissible expenditures incurred pursuant to this Agreement. The County of Huron reserves the right within reason to determine the amounts, times and manner of such payments.

3.6.5 It is agreed and understood that the County of Huron may withhold payments if the Service Provider is in breach of its obligations under this Agreement or, as applicable, if the County is advised by the Ministry of Education that the Service Provider is in breach of its license requirements and obligations under the *Child Care and Early Years Act, 2014*.

3.6.6 The Service Provider shall hold any funds advanced to the Service Provider by the County in trust for the County until such time as the funds are expended in accordance with this Agreement.

4. PAYMENT

4.1 The County shall pay to the Service Provider funding for the provision of child-care and early years programs and services consistent with the terms of the Agreement and the Schedules that form part of this Agreement. Payments will generally be on a monthly basis, in advance. Failure to follow the terms of this Agreement, including submission of reports or data, may result in suspension of funding or termination of the Agreement.

4.2 The funding and payment amount and the Schedules that form part of this Agreement may be amended from time to time by mutual agreement.

4.3 The Service Provider shall use the funds provided by the County pursuant to sub-article 4.1 only for the specific purpose for which the funds are provided.

4.4 Notwithstanding anything in this Agreement, no payments shall be due or payable to the Service Provider by the County under this Agreement unless such payments are eligible for Ministry funding pursuant to the Ministry requirements and as approved by the County.

4.4 Notwithstanding anything in this Agreement, any payments made by the County, which are for any reason in excess of the amount to which the Service Provider is entitled, shall be immediately refunded to the County by the Service Provider after due demand by the County or, at its sole option, the County may deduct or set off the overpayment from any subsequent monies due to the Service Provider.

4.5 The Service Provider shall, at the request of the County, change its fiscal year end to coincide with the year end of the County or to such other date as the County directs.

4.6 The Service Provider shall submit to the County a budget and/or reconciliation with respect to the services it provides pursuant to this Agreement, which budget shall be provided at intervals as determined by the County and set out in the Schedules of this

Agreement.

5. **REPORTS**

- 5.1 The Service Provider shall maintain the following reports and records:
- 5.1.1 Service records respecting each service provided by the Service Provider pursuant to this Agreement for each site where services are provided;
 - 5.1.2 Up-to-date financial records and books of account, maintained in accordance with generally accepted accounting principles, respecting all funds received by the Service Provider from the County pursuant to this Agreement;
 - 5.1.3 Maintained in accordance with generally accepted accounting principles;
 - 5.1.4 An audited Financial Statement with respect to the services provided by the Service Provider pursuant to this Agreement shall be provided to the County upon request for all funds received (excluding Fee Subsidy) over \$75,000.00.
 - 5.1.5 Requests for Fee Subsidy rate increases will include a Budget submission that details revenues and expenditures including staff salaries, benefits and qualifications for each staff position and details related to operational costs for each site the Service Provider operates;
 - 5.1.6 Quarterly Reconciliation reports with respect to the services provided by the Service Provider pursuant to this Agreement shall be provided to the County for all funds as prescribed in the attached schedules;
 - 5.1.7 The Service Provider will maintain financial records and books of account respecting programs and services provided pursuant to this Agreement for each site where service is being provided and will allow County staff or such other persons appointed by the County of Huron, 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.
 - 5.1.8 Any other report or record required pursuant to a Schedule to this Agreement; and
 - 5.1.9 Any other report or record that the County or Ministry acting reasonably, requests.
- 5.2 The Service Provider acknowledges that failure to submit the reports required in accordance with article 5.1 may result in either the withholding of payment until such reports are submitted or in the termination of this Agreement.
- 5.3 The Service Provider shall permit the County at any time during the term of this Agreement and for seven (7) years after its expiry or termination and during the Service Provider's usual business hours, to review all of the Service Provider's materials, records and other documents relating to this Agreement provided that the County gives the Service Provider twenty-four (24) hours' notice of its intention to do so.

- 5.4 Reports shall be submitted in a method compliant with the **Freedom of Information and Protection and Privacy Act** and will be communicated to the Service Provider in a manner determined by the County.
- 5.5 In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the programs and services provided for under this Agreement without the prior consent of the County of Huron, which may be given subject to such conditions as the County of Huron deems advisable.

6. OBSERVANCE OF THE LAW

The Service Provider and its employees and representatives, if any, shall at all times comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, the Guidelines, and the Operating Guidelines, including but not limited to the **Ontario Human Rights Code**, the **Freedom of Information and Protection of Privacy Act**, the **Accessibility for Ontarians with Disabilities Act**, the **Occupational Health and Safety Act**, **Employment Standards Act** and the **Workplace Safety and Insurance Act**. in respect of the performance of this Agreement.

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 6.2 The Service Provider delivering childcare shall be licensed in accordance with, and shall otherwise abide by, the **Child Care and Early Years Act, 2014** and the Regulations made thereunder.
- 6.3 This contract shall automatically terminate if the Service Provider delivering childcare ceases to hold a valid license, or a renewal thereof, under the said **Child Care and Early Years Act, 2014** for the said child care centre.
- 6.4 The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to the enforcement and interpretation of this Agreement.

7. THE SERVICE PROVIDER'S CONTRACTUAL STATUS

- 7.1 The Service Provider is an independent contractor and the Service Provider, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers or employees of the County.
- 7.2 The Service Provider shall be solely responsible for the payment of any subcontractors employed, engaged or retained by the Service Provider for the purpose of assisting it in the discharge of its obligation under this Agreement.
- 7.3 The Service Provider shall co-ordinate the services of any subcontractors employed, engaged or retained by it pursuant to sub-article 7.2 and the Service Provider shall be liable to the County for any and all costs arising from the errors or omissions of such subcontractors or any of them.
- 7.4 The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the County of Huron where such activity or the

provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the County of Huron) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the County of Huron relevant to the services where the County of Huron has not specifically authorized such use.

7.5 The Service Provider shall disclose to the County of Huron without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

7.6 A breach of this section by the Service Provider shall entitle the County of Huron to terminate the Agreement, in addition to any other remedies that the County of Huron has in the Agreement, in law or in equity.

8. INSPECTION

8.1 The Service Provider will grant access, at reasonable times, to County staff, or their authorized representative, 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 required to be maintained by the Service Provider pursuant of the *Child Care and Early Years Act* and Regulations, and if necessary, to provide copies of same.

8.2 The Service Provider agrees that its staff providing services pursuant to the Agreement shall, upon the request of the County, be available for consultation with employees of the County.

9. SERVICE PROVIDER'S ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

Service Providers' acquisition of goods and services with funds obtained through this Agreement will be through a process that promotes best value for money: complies with the **Broader Public Sector Accountability Act, 2010** (Ontario), including any procurement directive issued thereunder, to the extent applicable.

The Service provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with the County of Huron funds pursuant to this Agreement without the prior written consent of the County of Huron, which may be given subject to such conditions as the County of Huron deems advisable.

10. CONFIDENTIALITY

10.1 The Service Provider, its officers, agents and employees shall treat all information, especially that relating to children and parents, guardians and caregivers which is obtained by it through its performance under this Agreement as confidential and shall not, unless required to do so by law, disclose same, other than in accordance with this Agreement, without the prior written approval of the County.

- 10.2 The Service Provider shall not, unless required to do so by law, release information pertaining to subsidized children and parents, guardians and caregivers receiving its services to third parties without first obtaining the written consent of the affected parent or the person entitled to give consent on behalf of the affected subsidized child.
- 10.3 The collection, use and disclosure of information by the County shall be governed by the **Municipal Freedom of Information and Protection and Privacy Act** in a method determined by the County and communicated to the Service Provider.
- 10.4 Security of confidential information stored and transferred by electronic means shall be ensured using password protection, encryption of data during transmission and use of firewalls.
- 10.5 Security of confidential information stored in hard copy format will be locked to prevent access by those who do not require access to the information for the performance of this Agreement.
- 10.6 Security of confidential information shall be ensured by restricting access to those individuals who require access to collect, use or transmit the information for the performance of this Agreement.
- 10.7 The Service Provider will protect all confidential information in its possession, including during transmission, in accordance with industry best practices.

11. INDEMNITY

- 11.1 The Service Provider shall at all times defend, indemnify and save harmless the Corporation of the County of Huron, its officers, elected officials, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "County Indemnities") from and against any and all manner of claims, demands, losses, expenses, fines, costs (including legal, expert and consultant fees), charges, actions, claims, demands and lawsuits or other proceedings whatsoever made or brought against, suffered by or imposed on the County Indemnities, or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the County Indemnities, or of the Service Provider) directly or indirectly arising out of, resulting from or sustained as a result of the Service Provider's performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the County Indemnities.

12. INSURANCE

12.1 Commercial General Liability

The Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the The County of Huron and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$ 2 Million/occurrence with an aggregate of not less than \$ 2 Million
- (b) Add The Corporation of the County of Huron as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than (usually \$2,000,000) and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) The policy shall provide 30 days prior notice of cancellation
- (i) Coverage shall extend to protect volunteers

12.2 Abuse Liability

The proponent shall provide, as a stand-alone policy or as part of the Commercial General Liability, abuse liability which shall include coverage for physical and sexual abuse. Coverage shall be underwritten by an insurer licensed to conduct business in the Province of Ontario for the following limit of liability no less than \$ 2 million.

12.3 Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

12.4 Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

13. NOTICE

13.1 Any demand or notice to be given pursuant to the Agreement shall be properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows

- a. Where the County is the intended recipient;
The Corporation of the County of Huron
Social Services Division
77722D London Rd. R.R.#5
Clinton, ON N0M 1L0
Attention: Children's Services Manager

- b. Where the Service Provider is the intended recipient;
The Corporation of the Town of Goderich
Clerk's Department
57 West Street
Goderich, Ontario
N7A 2K5
Attention: Clerk

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or

given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the County affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

14. GENERAL PROVISIONS

- 14.1 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of the Agreement, if capable of performance, shall remain in full force and effect.
- 14.2 No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- 14.3 No consent by a party to, or waiver of, a breach under this Agreement shall constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.
- 14.4 This Agreement shall not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.
- 14.5 Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.
- 14.6 All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to articles 5, 9 and 10 as set forth in the Agreement shall survive termination of this Agreement.
- 14.7 The Service Provider shall ensure that any and all communication activities, publications, advertising and press releases referring to services provided pursuant to this Agreement must clearly acknowledge the contributions made by the Province of Ontario and the Government of Canada and shall include an appropriate acknowledgement, in term satisfactory to the County, of the County's contribution.

15. NON-ASSIGNMENT

- 15.1 The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the County of Huron, which approval may be withheld by the County of Huron in its sole discretion or given subject to such conditions as the County of Huron may impose.
- 15.2 For the purposes of this section, this Agreement shall be deemed to be assigned by the Service Provider: (a) upon the change in control of the Service Provider (as defined by the *Business Corporations Act*), if the Service Provider is a corporation; and (b) upon any reorganisation which results in a change in the effective control of the Service Provider, if the Service Provider is a partnership.

16. SCHEDULES

This Agreement and the attached 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.

17. NO PARTNERSHIP

17.1 The County and Service Provider shall not be deemed to be carrying on a partnership or joint venture relating to the delivery of the 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.

17.2 The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that neither the Service Provider nor its employees are employees of the Municipality for the purpose of, but not limited to, the *Income Tax Act, Canadian Pension Plan Act, Employment Insurance Act, Workplace Safety and Insurance Act, Occupational Health and Safety Act Pay Equity Act, Health Insurance Act*, as amended from time to time and any legislation in substitution therefore.

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

Signed on the _____ day of _____, 2021.

Glen McNeil
Warden, on behalf of
County of Huron

Corporation

Susan Cronin
Clerk,
County of Huron

I/We have the authority to bind the

Witness*

By: ** Signing Officer Service Provider

Position

(Seal)

Witness

By: ** Signing Officer Service Provider

Position

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

The Corporation of the Town of Goderich

Name: John C, Grace
Title: Mayor
(I have authority to bind the corporation)

Witness:
Name:

Name: Andera Fisher
Title: Clerk
(I have authority to bind the corporation)

Witness
Name:

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

LICENSED CHILD CARE FEE SUBSIDY
SERVICE DESCRIPTION SCHEDULE “A”

SERVICE OBJECTIVE:

To provide affordable child care to eligible families in licensed child care facilities.

SERVICE DESCRIPTION:

The Service Provider will provide child care services to children on whose behalf a fee subsidy is paid at a licensed child care centre. All child care services will be provided in accordance with the *Child Care and Early Years Act* and the policies, guidelines, and requirements of the County of Huron.

DOCUMENTATION REQUIRED:

The Service Provider agrees to provide the following documentation prior to this Service Description Schedule being finalized and prior to December 31st of each year thereafter (unless otherwise stated), as long as this Service Description Schedule is in effect:

1. A list of rates charged by the Service Provider to parents.
2. The Articles of Incorporation, listing the Services Provider’s current Directors, where the Service Provider is a corporation.

UNDERSTANDING:

The applicant’s eligibility for fee subsidy will be determined by the County. All communication with the applicant regarding fee subsidy will be the responsibility of the County. The County will send a fee subsidy approval letter to the parent and a copy will go to the Service Provider outlining placement start date, daily parental fee and eligible hours of child care.

Any changes in the care approved thru fee subsidy will be determined by the County and communicated to the Service Provider. If the Service Provider is aware of changes in the child’s care or schedule they will notify the County so that the County may determine whether a parent continues to qualify for fee subsidy within the meaning of the *Child Care and Early Years Act* and Regulations made thereunder.

The County will provide two weeks’ notice (10 business days) regarding termination of child care fee subsidy.

The County will pay fee subsidy on behalf of a child who, on a regularly scheduled days, is sick, absent or on vacation, to a maximum of twenty-five (25) days per calendar year. If a child has started child care in-year, the twenty-five days will be prorated accordingly. If absences occur that are in excess of those permitted, the parent is responsible for paying the full cost of care. It is the responsibility of the parent to report any planned or unplanned absences and to abide by

any notice periods that may be required. The Service Provider shall advise the County of excessive absenteeism.

The Service Provider further agrees to provide, upon reasonable notice, any other documentation as required by the County of Huron and/or Ministry of Education.

REIMBURSEMENT TO SERVICE PROVIDERS:

The County of Huron will pay to the Service Provider in respect of each child on whose behalf a subsidy is paid, the market rate less the parental contribution for each day/week the subsidized child is scheduled to attend the licensed child care program.

BILLINGS:

Child care fee subsidy is paid in arrears. The Service Provider will complete and submit the web-based attendance schedule (OCCMS) by the end of the month following the month in question. In particular, the Service Provider will verify and/or amend the attendance information for all children who have been approved for a fee subsidy. Subsidy will be paid by the County at the approved rate, for each child less the parental contribution on a monthly basis. It is the responsibility of each Service Provider to collect from the parent, the amount of the parental contribution stipulated in the fee subsidy approval letter.

REPORTING REQUIREMENTS:

Recipients must have their subsidy file reviewed at minimum once a year. This annual review practice involves a reapplication process by which a recipient must resubmit required documents in order to reassess ongoing eligibility. A subsidy file may also be reviewed at any time throughout the year in order to maintain up-to-date information and eligibility.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

GENERAL OPERATING GRANT
SERVICE DESCRIPTION SCHEDULE “B”

SERVICE OBJECTIVES:

The General Operating Grant is to be used by Service Providers to support the costs of operating licensed child care programs in order to reduce wait times and fees for services, stabilize service levels, and where funds allow, to improve access to high quality affordable early learning and child care services for children and their families. It's anticipated that the following key considerations will be addressed:

- The existing child care system will be transformed (Early Learning Framework) and stabilized to continue the provision of quality, consistent programs and services;
- Parents will have access to a seamless child care system;
- Programs serving children with special needs, Indigenous children, Newcomer children and Francophone children will be supported;
- Child care fees will be stabilized; and
- The licensed child care system will continue to be staffed by qualified individuals who demonstrate best practices in the early learning and care field.

SERVICE DESCRIPTION:

General Operating Grant funding may be provided to non-profit, municipal and for-profit child care programs for ongoing costs including: staff wages and benefits, lease and occupancy costs, utilities, administration, transportation for children, resources, nutrition, supplies, maintenance, etc.

The standard will be applied in the following manner:

- Service Providers must demonstrate to the County of Huron that they are able to meet their minimum wage and mandatory benefits requirements without General Operating Grant funding in order to qualify for funding.
- Service Providers should use the General Operating Grant funding to support a stable ongoing operating and wage base rather than allocation as lump sums.
- Service Providers must promptly report any significant reduction in service levels and/or staffing that is not of a temporary nature to the County of Huron.
- Any identified surplus or unspent funds must be returned to the County of Huron or arrangements must be made for them to be deducted from future allocations.
- In the event of a service closure, surplus funds are to be refunded to the County of Huron.
- General Operating Grant funding for the coming year will be calculated using the licensed capacity in place as of September 1st of the current year as per the Centres' Ministry License.
- The County of Huron will provide child care operators with 1/12 of their annual entitlement each month. Adjustments will be made as necessary, subject to available funds.

ELIGIBILITY:

All applicants must meet the following applicable Provincial Guideline and local policies to be considered for funding:

- Be located in Huron County

- Demonstrate to the County of Huron that they are able to meet their minimum wage and mandatory benefits requirements without General Operating Grant funding in order to qualify for funding.
- Service Providers should use the General Operating Grant funding to support a stable ongoing operating and wage base rather than allocation as lump sums.
- Service Providers must promptly report any significant reduction in service levels and/or staffing that is not of a temporary nature to the County of Huron.
- Any identified surplus or unspent funds must be returned to the County of Huron or arrangements must be made for them to be deducted from future allocations.
- In the event of a service closure, surplus funds are to be refunded to the County of Huron.
- General Operating Grant funding for the coming year will be calculated using the licensed capacity in place as of September 1st of the current year as per the Centres' Ministry License.
- The County of Huron will provide child care operators with 1/12 of their annual entitlement each month. Adjustments will be made as necessary, subject to available funds.
- Demonstrate financial viability, program sustainability and be in good standing with the County
- Be a centre-based or home-based child care service provider that is non-profit, for-profit or directly operated by a municipality
- Be a licensed Child Care Service Provider by the Ministry of Education and subject to the requirements of all pertinent legislation including the Child Care and Early Years Act, 2014
- Agree to accept children who require a fee subsidy
- Agree to use of the OneHSN Childcare Application and Registry
- Agree to maintain reasonable child care rates as approved by Huron County Children's Services
- Enter into an Agreement with the County for the provision of funding and agree with the terms and conditions of the Agreement, which may be adapted based on the Provincial Guideline and local priorities including those outlined in the Children's Services Early Years and Child Care Service Plan.

CALCULATION OF FUNDING:

Funding is allocated equitably and in a transparent manner to meet program objectives and local needs. Funding calculations are adapted based on the Provincial Guideline and local priorities including those outlined in the Children's Services Early Years and Child Care Service Plan.

ALLOWABLE EXPENDITURES:

The Provincial Guideline sets out allowable expenses and are subject to change:

- Staff wages and benefits (can only be used to offset salary costs over and above the licensees' regulatory requirements for minimum wage and mandatory benefits)
- Lease, occupancy costs and utilities
- Administration
- Transportation for children, resources, supplies and nutrition
- Maintenance.

General operating funds applied to staff wages and benefits are to be distributed equitably to all staff and must be paid out as part of the regular payroll cycle throughout the year.

INADMISSABLE EXPENDITURES:

The Provincial Guideline sets out inadmissible expenses and are subject to change:

- Bonuses (including retiring bonuses), gifts and honoraria

- Debt costs including principal and interest payments related to capital loans, mortgage financing, and operating loans
- Property taxes
- Non-arm's length transactions not transacted at fair market value
- Fees paid on behalf of staff for membership in professional organization such as the College of Early Childhood Educators are inadmissible
- Any other expenditure not listed under the allowable expenses section.

OTHER CONSIDERATIONS:

If there is a decrease in the licensed capacity, months or hours of operation, the amount of General Operating Grant funding will decrease. If there is an increase in the licensed capacity, months or hours of operation, the amount of General Operating Grant may increase, subject to available funding.

Other factors that may impact the amount of the General Operating Grant include an increase or decrease in the licensed capacity within the local child care system, the County's available funding allocation, an increase or decrease in the demand for fee subsidy and/or other community priorities.

CONTRIBUTION TO AN OPERATING RESERVE:

General Operating Grant funding cannot be used specifically to establish a reserve or increase the level of a reserve. The General Operating Grant funding received from the County of Huron can be used to offset operating costs thereby freeing up funding from other sources that can be used to establish or increase an operator's operating reserve to the maximum allowable limit. The standard that the County is recommending is based on a formula that would allow sufficient cash flow to cover a Service Providers operating expenses for three months, which would equate to 25% of a Service Providers annual operating budget.

An operating reserve is defined as 'current assets' such as any cash, any short term or long term investments (e.g., portfolio investments, Canadian Money Market Funds, Corporate and/or Government Bonds, GICs., etc.), any accounts receivable, and any prepaid expenses, minus 'current liabilities' such as accounts payable, any accrued payroll (excluding management bonuses), any accrued vacation pay, and any unearned revenue.

As well, the General Operating Grant funding cannot be used for capital debt costs.

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting can include, but is not limited to:

- Huron County's Operator's Annual Reconciliation spreadsheet
- Audited Financial Statements or a Review Engagement (by July 31 of the following year) that verifies funding was used for its intended purpose

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

PROVINCIAL WAGE ENHANCEMENT GRANT

SERVICE DESCRIPTION SCHEDULE "C"

SERVICE OBJECTIVES:

- To close the wage gap between Registered Early Childhood Educators (RECE) working in publicly funded schools and RECEs, child care program staff and providers in licensed child care settings.
- To stabilize licensed Service Providers by helping them retain RECEs/child care staff.
- To support greater employment and income security.

SERVICE DESCRIPTION:

The Provincial Wage Enhancement Grant is to support a wage and associated benefit increase to RECEs and other program staff working in ratio in licensed child care programs, and Home Visitors working in licensed Private Home Child Care agencies.

APPLICATION:

Applications are completed annually and will be sent during the first quarter of the year to child care providers who have a service agreement with Huron County. may be submitted annually within prescribed timelines and approval is subject to the submission of a complete application, eligibility, established priorities and availability of funding.

FUNDING CONDITIONS:

Wage Enhancement/HCCEG funding is an enveloped allocation separate from other funding allocations. Service Providers are required to use the funding only for the intended purpose (i.e. increasing wages of eligible child care staff). The following conditions apply:

1. Service Providers are required to notify their staff of the availability of wage enhancement funding and of the associated Guidelines.
2. Service Providers are required to distribute the wage enhancement funding on regular pay cheques. The funding is not to be issued on a quarterly installment basis.
3. Service Providers must clearly indicate on staff pay cheques the portion of funding that is being provided through the wage enhancement labeled as "Provincial child care wage enhancement".
5. Service Providers are not permitted to substitute dollars that they previously provided to staff with Ministry funding. In other words, wage enhancement funding must be provided in addition to pay equity payments, annual cost of living increases, or wage grid increases.
6. Any funding that is not expended by a Service Provider in accordance with the funding criteria will be recovered by the County of Huron.
7. If a Service Provider chooses to pay wage enhancement funding to its staff based on hours worked and mandatory benefits (as capped by the province) in the current year, rather than based on the previous year's entitlement calculation established by the Ministry, the County of Huron will not be liable for these costs.

8. If a Service Provider chooses to use other funding sources to supplement the wage enhancement funding received from the County of Huron they do so at their own discretion and the County of Huron assumes no responsibility for this.
9. The supplemental grant offered as part of this funding must be used to support staff hourly/daily wage or benefits. It provides Service Providers with the flexibility to cover salary shortfalls (due to increased hours in program or new staff) and additional benefits, (e.g. vacation days, sick days, PD days and/or other benefits) once mandatory benefits are covered.

ALLOWABLE EXPENSES:

The Provincial Guideline sets out allowable expenses and are subject to change:

- Increase wages of eligible centre-based staff and home visitors by up to \$2 per hour plus 17.5 percent benefits based on their current wage rates for all hours worked in program;
- Increase daily rates of eligible licensed home child-care service providers of up to \$20 based on current hours of service provided.

INADMISSABLE EXPENSES:

The Provincial Guideline sets out inadmissible expenses and are subject to annual change:

- Support system expansion or reduce fees
- Increase wages and benefits of Special Needs Resource-funded resource teachers/consultants and Enhanced staff
- Increase wage and benefits of cooks, custodial and other non-program staff positions

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting can include, but is not limited to:

Reconciliation of Funds (by February 28 of the following year) using the WEG reconciliation template provided by the County of Huron.

Should the County request, the Service Providers may be required to provide supporting documentation.

Should the Service Provider have unused Wage Enhancement Funding, an invoice will be issued by Huron County to recoup the unused amount.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

PAY EQUITY MEMORANDUM OF SETTLEMENT
SERVICE DESCRIPTION SCHEDULE “D”

SERVICE OBJECTIVES:

Pay Equity Memorandum of Settlement is intended to continue to support eligible organizations with the cost of implementing Proxy Pay Equity plans.

APPLICATION PROCESS:

Child care service providers eligible to receive funding through the Pay Equity Memorandum of Settlement are not required to apply for this funding. This is a historic payment that will continue each year if the Service Provider continues to meet the eligibility requirement and the province provides the funding.

ELIGIBILITY:

To be eligible, Service Providers are required to:

- Be incorporated and operate under a provincial or federal legislative act governing not-for-profit corporations
- Have a proxy order from the Pay Equity Commission
- Have posted pay equity plan(s) based on proxy comparisons
- Have current and/or outstanding proxy obligations
- Have a Service Agreement with Huron County Children’s Services.

CALCULATION OF FUNDING:

Funding is allocated based on the historic Memorandum of Settlement payments. The County of Huron will continue to flow the pay equity funding to service providers. Service providers are required to continue to meet their pay equity obligations.

ALLOWABLE EXPENDITURES:

The Provincial Guideline sets out allowable expenses as:

- Staff wages and benefits
- Mandatory employer deductions resulting from increased salary costs related to the Proxy Pay Equity funding.

If a Service Provider downsizes during the funding year, Proxy Pay Equity funds distributed to previously employed positions may not be redistributed to remaining employed positions. Proxy Pay Equity funding distributed to previously employed positions will be declared surplus and identified in the Financial Statement at the end of the funding year.

If a Service Provider has been either sold or has amalgamated, the Service Provider needs to review their Pay Equity plans to decide whether they are still appropriate for the female job classes in their respective establishments. If there are changes that result in a plan no longer being appropriate for the female job classes covered by the plan, then the Service Provider, whether it is the seller (if they still exist) or purchaser, must develop a new pay equity plan.

SALE OF BUSSINESS:

The Pay Equity Act outlines what can occur when an employer sells a business. A "sale of business" includes any form of transfer or disposition, including a lease or a sale of all, part or parts of a business.

When a sale occurs, pay equity plans that are in effect may no longer be appropriate for either the seller or the purchaser due to changes in the composition of their workforces that make the

existing plan(s) incapable of valuing and comparing the female job classes in the new organization(s).

If the purchaser has been receiving Pay Equity Memorandum of Settlement funding, they will have a proxy order from the Pay Equity Commission. Once the purchaser takes over the operations, they will need to determine whether the proxy order is still appropriate and revise it as needed. It is the responsibility of the purchaser to check with the Pay Equity Commission to confirm whether the proxy order still stands.

Once the CMSM is satisfied that the purchaser continues to have a proxy order after it takes over the operations, then the CMSM will flow the Memorandum of Settlement funds provided by the ministry for the purchased business.

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement. Service Providers will report on Pay Equity funding on the Operators quarterly reporting template provided by the County of Huron.

Reporting may include, but is not limited to:

- Audited Financial Statements or a Review Engagement (by July 31 of the following year) that verifies funding was used for its intended purpose

Wage Enhancement Funding may not be used to fund pay equity obligations that are not fully covered by Pay Equity Memorandum of Settlement funding or to cover any additional pay equity obligations.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Pay Equity Act, 1990

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

PROGRAM ASSISTANT
SERVICE DESCRIPTION SCHEDULE “E”

SERVICE OBJECTIVES:

Program Assistant funding is used to support the inclusion of children with special needs in licensed child care settings, including home child care, camps and authorized recreation programs at no additional cost to parents or guardians.

SERVICE DESCRIPTION:

Under the Ontario Regulation 135/15, a ‘child with special needs’, means a child whose cognitive, physical, social, emotional or communicative needs, or whose needs relating to overall child development, are of such a nature that additional supports are required for the child.

The *Child Care and Early Years Act* defines ‘child’ as a person who is younger than 13 years old. However, families of children with special needs who are in receipt of a service or received financial assistance before August 31, 2017 will be allowed to continue to receive assistance until that child turns 18, provided that they meet other eligibility criteria.

The primary purpose of the Program Assistant is to support the inclusion and aid in capacity and skill building of the Early Childhood Educator to meet the needs of all children within the early learning and care program. This includes but is not limited to:

- Collaborating with the Early Learning Resource Consultant, the Child Care Director and the other members of the Early Childhood Educator team in the design and provision of program activities that take into consideration the individual goals of children with special needs.
- In collaboration with the ECE Team, Program Assistants ensuring that the safety of all children within the licensed child care program is met.
- In collaboration with the ECE Team, Program Assistants provide learning activities, personal and physical care to all children as needed.
- Attending case conferences, as requested.

In accordance with the *Child Care and Early Years Act*, a Program Assistant is not considered as part of the teacher/child ratio. The licensed child care program will be responsible for employing the Program Assistant and as such the Program Assistant will be bound by the child care program’s individual policies, procedures and human resources protocols.

Service providers must ensure that Program Assistant services are provided in accordance with policies, procedures and reporting requirements established by the County of Huron and as amended from time to time.

APPLICATION PROCESS:

Applications will be provided by Huron County Children’s Services to all Service Providers with an active Service agreement. Program Assistant Application must be submitted on a quarterly basis in accordance with the following timelines:

Quarter 1	January to March	Due December 15 th
Quarter 2	April to June	Due March 15 th
Quarter 3	July to September	Due June 15 th
Quarter 4	October to December	Due September 15 th

REPORTING REQUIREMENTS:

A Program Assistant Invoice and a Program Assistant Staff Time Sheet Summary must be forwarded to the County of Huron on a monthly basis in order for reimbursement of the Program Assistant's wage and benefits to occur.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

SPECIAL PURPOSE FUNDING
SERVICE DESCRIPTION SCHEDULE “F”

SERVICE OBJECTIVES:

Special Purpose funding is intended to strengthen the early years sector by building capacity and assisting with business transformation costs, play-based materials, repairs and maintenance, and other sector priorities to support the provision of high-quality child care programs for children ages 0 to 12.

APPLICATION PROCESS:

Child care service providers with a service agreement with the County of Huron that demonstrate financial viability, program sustainability and are in good standing with the County will automatically be issued Play based and Health and Safety Funding in the first quarter of the calendar year.

Child Care service providers who wish to access Transformation Funding and have a valid expense (as listed below) should submit a request in writing to Huron County Children’s Services outlining the type of expense and amount requested before the end of the second quarter. Funding will be allocated based on the priorities outlined in the Child Care and Early Years Plan.

PLAY-BASED MATERIAL AND EQUIPMENT:

Play-based material and equipment funding is intended to help child care providers create enriching environments both indoors and outdoors with open ended materials that promote children’s learning and development through exploration, play and inquiry consistent with the views, four foundations and pedagogical approaches of How Does Learning Happen?

ALLOWABLE EXPENDITURES:

Play-based material* and equipment funding may be used to purchase non-consumable quality supplies and equipment to support the ongoing regular operation of the child care program (e.g. kitchen supplies, IT etc.).

HEALTH & SAFETY REPAIRS AND MAINTENANCE FUNDING:

All licensed child care operators are eligible for repairs and maintenance funding. This funding is to assist child care operators in complying with licensing requirements under the *Child Care and Early Years Act, 2014* as well as health & safety practices, the upkeep of equipment, property repairs and maintenance.

ALLOWABLE EXPENDITURES:

Some common health and safety issues include the repairs and replacement of the following:

Food Preparation & Washrooms

Hand washing sink in the kitchen Fixtures, change tables
Dishwasher or hot water booster Partitions
Major appliances Flooring material

Major Systems & Play Area

Leaking roof Repair or replacement of:
Building foundation Damaged walls/peeling paint
Heating/cooling system Windows
Ventilation system Damaged/worn outdoor safety surfacing
Sump pump Fencing
Emergency lighting/wiring upgrades Drinking water system
Accessibility Damaged/worn flooring or ceiling
Windows or doors
Asbestos removal or encapsulation

Damaged/worn flooring material or ceiling
Windows
Damaged/worn outdoor safety surfacing
Fencing
Drinking water system
Heating system
Peeling paint that may contain lead
Damaged walls

CODE COMPLIANCE:

- *Ontario Fire Code* orders/recommendations
- *Ontario Building Code* orders/recommendations
- *Health Protection and Promotion Act* orders/recommendations

Repairs and maintenance funding cannot be used for program expansion. Repairs and maintenance funding will be paid on an annual basis.

REPORTING REQUIREMENTS:

Recipients of Special Purpose funding are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting for all Special Purpose funding can include, but is not limited to:

- Reconciliation of Funds (by December 1 of the funding year); Reporting on the quarterly financial reconciliation statement, to be added when funds are used.
- All receipts should be retained for a minimum of one year following the end of the funding year.

TRANSFORMATION FUNDING:

Transformation funding is intended to cover one-time costs including licensed child care centres and home child care agencies that are involved in business transformation activities and/or require business transformation supports. Transformation funding is also intended to cover viability and facilitate child-care transformation that is aligned with Schools-First Child Care Capital Retrofit projects wherever possible.

ELIGIBILITY:

Business transformation activities are defined as, but not limited to:

- the amalgamation of two or more centres in a school or community setting
- the relocation of a child care centre to a school or within the community
- the retrofitting of an existing child care centre to serve younger age groups.

ALLOWABLE EXPENDITURES:

Business transformation supports include the following one-time expenses:

Legal costs (available only to licensees that are amalgamating)
Lease termination costs (available only to licensees that are amalgamating and/or relocating)
Moving costs (available only to licensees that are amalgamating and/or relocating)
Business planning costs
IT upgrades to facilitate internet connectivity for business purposes
Play-based material and equipment
Operating funding to support the viability of licensees that are transforming their business model and/or

Funding to home child care agencies for home visitors to help support recruitment of home child care providers in under-served areas.

AUTHORITY AND STANDARDS

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

EarlyON CHILD AND FAMILY CENTRE SERVICE DESCRIPTION SCHEDULE “G”

SERVICE OBJECTIVES:

EarlyON Child and Family Centres are intended to support all children, parents and caregivers in learning, growing and connecting – together. Child and Family Centres must be designed and delivered to achieve the following key provincial goals and objectives:

- Parents and caregivers have access to high quality services that support them in their role as their children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development.
- Children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being.
- Parents and caregivers have opportunities to strengthen their relationships with their children.
- Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition.
- Indigenous children and families have access to culturally responsive programming.
- Parents and caregivers are provided with timely, relevant and up to date information about community and specialized services.
- Local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

SERVICE DESCRIPTION:

The following high quality core services must be available at no cost to participants:

1. Engaging parents and caregivers
 - Inviting conversations and information sharing about child development, parenting, nutrition, play and inquiry-based learning and other topics that support their role;
 - Offering responsive pre- and post-natal support programs to enhance parent and caregiver well-being, enrich adult-child interactions and to support them in their roles;
 - Providing targeted outreach opportunities designed for parents and caregivers who could benefit from Child and Family Centre programs and services but are not currently accessing services for a variety of reasons
2. Supporting early learning and development
 - Drop-in programs and other programs and services that build responsive adult-child relationships and encourage children’s exploration, play and inquiry, supported by *How Does Learning Happen? Ontario’s Pedagogy for the Early Years*
3. Making connections for families
 - Responding to a parent/caregiver concern about their child’s development through conversations and observations which can be supported by validated tools and resources (e.g., developmental surveillance, Nipissing District Developmental Screen)

- Sharing information and facilitating connections with specialized community services, coordinated service planning, public health, education, child care and child welfare, as appropriate.
- Ensuring Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for simple transitions for families who may benefit from access to specialized or other services
- Providing information about programs and services available for the whole family beyond the early years

The principles of child and family centred, welcoming, high quality, inclusive, integrated and community led should be evident in Child and Family Centre programs and services.

Programs must reflect the view of children, parents, caregivers and educators as competent, capable, curious and rich in potential and experience. Guided by *How Does Learning Happen? Ontario's Pedagogy for the Early Years*, Child and Family Centres are expected to provide an environment that engages parents and caregivers as co-learners and leaders in influencing positive child, family and community outcomes.

SERVICE LOCATION:

The Service Provider will provide EarlyON Child and Family Centre core services in their assigned geographical area.

REQUIREMENTS:

The Service Provider is expected to comply with the following requirements:

- EarlyON staff must be qualified Registered Early Childhood Educators unless an exemption has been approved by the County of Huron;
- EarlyON staff will provide core services ensuring the overarching philosophy of *How Does Learning Happen? Ontario's Pedagogy for the Early Years* is embedded in programming;
- Participation in professional learning opportunities to keep informed of the latest research on adult education, child development, play and inquiry-based pedagogy, and other relevant topics;
- Attendance and participation at monthly EarlyON Child and Family Centre meetings;
- Regular contributions to the broader EarlyON Child and Family Centre system including but not limited to marketing, programming, program development and research and evaluation; and
- The provision of opportunities for community engagement and participation in EarlyON programs and services.

The EarlyON Child and Family Centre must be operated in accordance with the County of Huron's *EarlyON Child and Family Centre Operational Resource Manual*, policies, protocols and guidelines as amended from time to time.

FUNDING APPROACH:

Funding will be based on staff compliment with an additional percentage to cover allowable

programming expenses, as defined by the County of Huron. An allocation of 10% will also be provided to fund the administrative costs associated with the delivery of EarlyON Child and Family Centre programs and services.

The approved budget will be negotiated on an annual basis before the start of each calendar year. If the budget is not re-negotiated by that time, payments will continue in accordance with the approved budget for the immediately preceding calendar year until such time as the budget is re-negotiated or the Agreement and Schedule are terminated.

REPORTING REQUIREMENTS:

Service Providers must report service level data to the County of Huron on a monthly basis.

Authority and Standards:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

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EARLY LEARNING AND CHILD CARE FUNDING SERVICE DESCRIPTION SCHEDULE “H”

PURPOSE:

Early Learning and Child Care (ELCC) funding is intended to support the creation of new spaces and increase access for children aged 0-12 years old to licensed child care (centre-based and home child care).

APPLICATION PROCESS :

Child care service providers planning to expand their services may apply for funding in January of the calendar year that expanded spaces are planned to open. Applications are submitted to the Children’s Services Manager and will be considered on a case-by-case basis. All submissions should include a business plan which outlines the viability of need in the community intended, the number of increased child care spaces the project would create, and a financial plan which requests a specific amount requested of the County. Approval is subject to the submission of an application, eligibility, availability of funding and alignment with the Early Years and Child Care Service Plan.

ELIGIBILITY:

All applicants must meet the following applicable Provincial Guidelines and local practice to be considered for funding:

- Be located in Huron County
- Demonstrate financial viability, program sustainability and be in good standing with the County
- Be a centre-based or home-based non-profit Child Care Service Provider or directly operated by a municipality
- Be a licensed Child Care Service Provider by the Ministry of Education and subject to the requirements of all pertinent legislation including the *Child Care and Early Years Act, 2014*
- Demonstrate the ability to meet minimum wage and mandatory benefits requirements without operating funding (including GOG and WE)
- Agree to accept children who require a fee subsidy
- Agree to use of the OneHSN Childcare Application and Waitlist Registry
- Agree to maintain reasonable child care rates as approved by Children’s Services
- Enter into an Agreement with the County for the provision of funding and agree with the terms and conditions of the Agreement, which may be adapted based on the Provincial Guideline and local priorities including those outlined in the Children’s Services Early Years and Child Care Service Plan.

CALCULATION OF FUNDING:

Funding is allocated equitably and in a transparent manner to meet program objectives and local needs. Funding calculations are based on the number of new spaces being created and adapted based on the Provincial Guideline and local priorities including those outlined in the Children’s Services Early Years and Child Care Service Plan.

ALLOWABLE EXPEDITURES:

ELCC funding is intended to support new spaces and increased access for children aged 0-12

years old to licensed child care (centre-based and home child care). ELCC funding can be used to support the following expenditures:

- Fee Subsidy
- General operating
- Special Needs Resourcing
- Special Purpose
- Transformation
- Play-based material and equipment
- Community-based capital projects (for children aged 0-6 only)

ELCC funded capital projects are required to be created, retrofitted, renovated, and/or expanded to accommodate a maximum group size for each age grouping for children 0 to 6 years old.

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting can include, but is not limited to:

- Reconciliation of Funds issued.
- Audited Financial Statements or a Review Engagement (by July 31 of the following year) that verifies funding was used for its intended purpose

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024