



The Corporation of the County of Wellington
Social Services Committee
Agenda

April 8, 2015

1:00 pm

County Administration Centre
Guthrie Room

Members: Warden Bridge; Councillors Anderson (Chair), Black, Davidson, L. White

Pages

1. **Call to Order**
2. **Declaration of Pecuniary Interest**
3. **Social Services Financial Statements as of March 2015**
To be distributed at the meeting.
4. **Child Care**
 - 4.1 Wage Enhancements and Policies Report 2 - 23
5. **Housing**
 - 5.1 Revised Part V / Service Manager Delegation Agreement Report 24 - 35
6. **Ontario Works**
 - 6.1 Additional SAMS Funding from Province Report 36 - 44
 - 6.2 Ontario Works Statistics 45 - 46
7. **Closed Meeting**
(Agenda emailed under separate cover)
8. **Rise and Report**
9. **Adjournment**
Next meeting date May 13, 2015 or at the call of the Chair.



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Social Services Committee
From: Luisa Artuso, Director of Child Care Services CC-15-03
Date: April 8, 2015
Subject: Wage Enhancement/Home Child Care Enhancement Grant Implementation

Background:

This report is further to the February 2015 Committee report, Wage Enhancement/Home Child Care Enhancement Grant CC-15-01, regarding the provincial investment to support a wage enhancement to the licensed child care sector using 100% provincial funds.

Update:

In addition to the County's responsibility for application forms and process, calculations and distribution of funds, accountability measures as well as service and budget reports to the Ministry, staff needed to develop a new service agreement and administrative policy, procedures and reporting documents as this new "entitlement initiative" must be provided to all qualifying positions regardless of their operator's auspice, participation in municipal quality initiatives, or current purchase of service status with their Consolidated Municipal Service Manager (CMSM).

As we are mandated to begin the public application process as of May 1, 2015, staff recommend that the following documents be approved in order to fulfill all provincial requirements as per the 2015 Ontario Child Care Service Management and Funding Guideline.

Attachments:

1. Corporation of the County of Wellington Wage Enhancement/Home Child Care Enhancement Grant Service Agreement
2. County of Wellington Wage Enhancement/Home Child Care Enhancement Grant Policies and Procedures
3. County of Wellington Reconciliation Report

Recommendation:

That the Committee and Council approve all documents as per report Wage Enhancement/Home Child Care Enhancement Grant Implementation subject to final review and approval by the County solicitor and

That the Warden and Clerk be authorized to enter into Wage Enhancement Grant Agreements with eligible child care operators

Respectfully submitted,

A handwritten signature in cursive script, reading "Luisa Artuso".

Luisa Artuso
Director of Child Care Services



County of Wellington

Child Care Services Policy and Procedures

DEPARTMENT	CHILD CARE SERVICES	POLICY NUMBER	CCA-15-01
SECTION	ADMINISTRATION	EFFECTIVE DATE	May 1, 2015
SUBJECT	Wage Enhancement/Home Child Care Enhancement Grants	REVISION DATE	

POLICY STATEMENT:

In 2014, the provincial government announced the Wage Enhancement/ Home Child Care Enhancement (HCCE) grant initiative to support a wage enhancement to the licensed child care sector. This investment is in line with the Ministry of Education's priorities to:

- stabilize and transform the existing child care system to increase programme reliability for parents
- support higher quality, consistent child care services to support children's learning and development
- support the licensed home child care agencies and strengthen the licensed home child care system

The wage enhancement initiative is intended to benefit low-income child care programme staff, benefit operators to recruit and retain Registered Early Childhood Educators (RECEs), to support access to stable, high quality child care programmes, and to reduce poverty by supporting greater employment and income security.

This initiative will support the increase of *up to* \$1 per hour as of January 1, 2015 and is intended to be an ongoing investment. It is also an "entitlement initiative", meaning that it must be provided to all qualifying positions based on actual hours worked in the previous year, regardless of their operator's auspice, participation in municipal quality initiatives, or current purchase of service status with their Consolidated Municipal Service Manager (CMSM).

POLICY GUIDELINES:

There are two different types of funding under this initiative:

Wage Enhancement

Wage Enhancements (full or partial) will be transferred to licensed child care centres and home child care agencies to support eligible child care programme staff and home visitors (up to \$1 per hour, plus 17.5% benefits).

Eligibility requirements:

- Positions of child care supervisor, RECE, home child care visitor, or otherwise counted toward adult/child ratios under the *Day Nurseries Act* (DNA), additionally, supplementary programme staff positions that are in place to maintain lower adult-child ratios that are required under the DNA.
- Associated wage of less than \$25.27 per hour (full eligibility), or an associated wage between \$25.27 and \$26.27 (partial eligibility)
- Non-programme staff (cooks, custodial staff) that is used at least 25% of the time to support ratio requirements would be eligible for a partial enhancement.
- Programme must have existed between January 1 and October 31 of the prior year.

Home Child Care Enhancement Grant (HCCEG)

Home child care enhancement grants will be transferred to licensed home child care agencies to support contracted home child care providers. Providers may eligible for the full HCCEG (\$10.00 per day) or a partial HCCEG (\$5.00 per day).

Eligibility Requirements for the full HCCEG:

- Provider must have held a contract with a licensed home child care agency between January 1 and October 31 of the prior year.
- Serve the equivalent of two full time children in their programme who have been assigned to them by the licensed agency
- Receive less than \$272.70 per day in fees from the licensed agency

Eligibility Requirements for the partial HCCEG:

- Provider must have held a contract with a licensed home child care agency since October 31 of the prior year
- Serve less than the equivalent of two full time children in their programme who have been assigned to them by the licensed agency

- Receive less than \$126.35 per day in fees from their agency

Wage enhancement funding may not be used to fund overtime pay in 2015. The hourly increase may not exceed \$1.00 per hour plus 17.5 percent benefits. Wage enhancement/HCCCE funding cannot be used to support system expansion or reduce fees. Wage enhancement/HCCCE funding must be directed solely to licensed child care staff and home visitors to increase wages and to home child care providers to increase daily rates.

DEFINITIONS:

- a) "Agreement" means this Wage Enhancement Grant/ Home Child Care Enhancement Agreement and the schedule attached hereto as at the date hereof and as amended from time to time;
- b) "County" means The Corporation of the County of Wellington;
- c) "County Staff" means the staff of the County authorized to exercise the rights and perform the duties of the County under the Agreement;
- d) "*Day Nurseries Act*" means the *Day Nurseries Act, R.S.O. 1990, c.D.2*, as amended, or any successor legislation thereto;
- e) "Director" means the Director of Child Care Services, County of Wellington, or appointed designate;
- f) "fiscal year" means the calendar year beginning January 1st and ending December 31st;
- g) "Ministry" means the Ontario Ministry Education for the Province of Ontario, or any successor ministry, department, or government body;
- h) "Private-home child care" means the temporary care for reward or compensation of five (5) children or less, who are under twelve (12) years of age, where such care is provided in a private residence, other than the home of a parent or guardian of any such child, for a continuous period not exceeding twenty-four (24) hours;
- i) "Private-home child care agency" means a licensed agency who contracts provides private-home day care at more than one location;
- j) "Private home child care provider" means a person contracted by a private home child care agency to provide child care in a private residence;

- k) “Service Provider” means a corporation or an individual who operates a licensed child care programme or a home child care agency.
- l) “Child Care Staff” means child care supervisor, Registered Early Childhood Educator (RECE), home child care visitor, or otherwise counted toward adult/child ratios under the DNA, additionally, supplementary staff positions that are in place to maintain lower adult-child ratios that are required under the DNA

RESPONSIBILITIES AND DUTIES:

The County will implement the wage enhancements/home child care enhancement grants to local licensed service providers. As this is an entitlement initiative, CMSMs must enter into new funding agreements/agreements with **all** licensed child care centres and/or home child care agencies for the provision of wage enhancement/HCCCEG funding.

The County is also responsible for establishing the application forms and process, calculations and distribution of funds, accountability measures as well as service and budget reports to the Ministry.

Eligible licensed child care service providers are responsible to complete and submit accurate on-line application forms by the noted deadlines, distribute annual allocations equitably to eligible staff and comply with all reporting requirements in accordance with the Wage Enhancement (Home Child Care Enhancement) Grant Agreement.

PROCEDURES (i.e. APPLICATION, TIMELINES):

The County will establish an application process and promote public access for licensed child care centres and home child care agencies to apply for wage enhancement/HCCCEG funds in the fall of every year to support the inclusion of the wage enhancement/HCCCEG beginning January 1st of the following year.

Eligible service providers are to submit accurate completed forms by the deadline indicated on annually. Incomplete forms or late forms will result in a service provider not being eligible for an allocation but are able to submit an application in the fall of the following year.

PUBLIC INQUIRIES

Child Care Services will manage public inquiries by posting contact information (email/telephone) on the County of Wellington website.

Child Care staff will post “Frequently Asked Questions” provided by the Ministry of Education and will make available the process for applying for wage enhancement/HCCE grants, for child care staff to determine if their operator has applied for the funding and for child care staff to report an operator’s misuse of the funding.

ACCOUNTABILITY:

An annual Wage Enhancement/ HCCEG Reconciliation Report (attached) will be completed by the operator which will verify the wage enhancement/HCCEG has been used for the intended purpose. The Reconciliation Report will be due by the last business day of January each year along with any unused funds for the previous year’s allocation.

Operators will also need to submit a T4 summary as well as employee’s year-end pay stubs.

The County will also contact randomly selected child care staff on an annual basis to ensure the operator is clearly indicating the portion of staff pays cheques and home child care provider fee transfers that is being provided through the wage enhancement funding.

In the event that the County determines that an operator has failed to meet the funding conditions outlined in the Wage Enhancement/Home Child Care Enhancement Agreement, the County will recover all misused funds. Additionally, non-compliant providers may be deemed ineligible to receive future wage enhancement funding.

ATTACHMENTS:

Wage Enhancement/Home Child Care Enhancement Agreement and Service Description Schedule
Wage Enhancement Reconciliation Form



When reporting Home Child Care Providers, only provide the information that is applicable

WAGE ENHANCEMENT (HOME CHILD CARE ENHANCEMENT) GRANT AGREEMENT

This AGREEMENT made in triplicate this [Click here] day of [Click here],
200[Click here]

BETWEEN:

The Corporation of the County of Wellington
("County")
OF THE FIRST PART

- and -

[Click here]
("Service Provider")
OF THE SECOND PART

WHEREAS:

1. The County has been designated a delivery agent pursuant to the *Day Nurseries Act, R.S.O 1990,.c.D.2*, as amended, and has the responsibility for the management of the child care service delivery system for the County of Wellington and The City of Guelph; and
2. The Ministry of Education (the Ministry") has introduced a wage enhancement initiative to support the licensed child care sector which is intended to benefit low – income child care programme staff, benefit operators to recruit and retain Registered Early Childhood Educators, to support access to stable, high quality child care programmes and to reduce poverty by supporting greater employment and income security; and
3. The County has the authority to enter into an Agreement with the Service Provider for the provision of Wage Enhancement (Home Child Care Enhancement) Grants to support eligible child care programme staff and home visitors and providers in accordance with the requirements set out in the attached Schedule.

NOW THEREFORE the parties hereby agree as follows

Part 1 - Definitions

- 1) In the Agreement;
 - a) "Agreement" means this Wage Enhancement (Home Child Care Enhancement) Agreement and the schedules attached hereto as at the date hereof and as amended from time to time;
 - b) "child" or "children" means a child or children who receive child care services pursuant to this Agreement;

- c) “County” means The Corporation of the County of Wellington;
- d) “County Staff” means the staff of the County authorized to exercise the rights and perform the duties of the County under the Agreement;
- e) “*Day Nurseries Act*” means the *Day Nurseries Act, R.S.O. 1990, c.D.2*, as amended, or any successor legislation thereto;
- f) “Director” means the Director of Child Care Services, County of Wellington, or appointed designate;
- g) “fiscal year” means the calendar year beginning January 1st and ending December 31st;
- h) “*Human Rights Code*” means the *Human Rights Code, R.S.O. 1990, c.H19*, as amended, or any successor legislation thereto;
- i) “Ministry” means the Ontario Ministry Education for the Province of Ontario, or any successor ministry, department, or government body;
- j) “*Municipal Freedom of Information and Protection of Privacy Act*” means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, cM56*, as amended, or any successor legislation thereto;
- k) “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;
- l) “PIPEDA” means the *Personal Information Protection and Electronic Documents Act, S.C. 2000 c.5*, including any amendments thereto;
- m) “PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- n) “Home child care” means the temporary care for reward or compensation of five (5) children or less, who are under twelve (12) years of age, where such care is provided in a private residence, other than the home of a parent or guardian of any such child, for a continuous period not exceeding twenty-four (24) hours;
- o) “Home child care agency” means a licensed agency for home child care with authority to contract self-employed home child care providers to provide home child care;
- p) “Home child care provider” means a self-employed individual contracted by a licensed home child care agency for the provision of home child care;
- q) “Service Provider” means a corporation or an individual who operates a licensed child care programme or a home child care agency.
- r) “Supervisor” means a person, appointed by a Service Provider, who shall be responsible for planning and directing the program, be in charge of the children, oversee the staff, and responsible to the Service Provider for the day-to-day operation and management of each licensed child care programme and/or home child care agency, or, if the Service Provider or Supervisor is absent, by such person as the Service Provider designates;

Part 2 – Service

- a) The Service Provider agrees to provide services in accordance with the attached Schedule(s) and in accordance with the policies, guidelines, and requirements of the County as communicated to it.
- b) The following schedules are attached and form an integral part of this Agreement:
 - i) Schedule “A” Schedule of Sites
 - ii) Schedule “B” Description and Requirements

In addition, the Service Provider agrees to submit their records, as set out in Schedule “B” attached to this Agreement, for approval, which documentation will become an integral part of this Agreement.

Part 3 – General

- 3) The Service Provider hereby agrees to adhere to all the conditions that are outlined in Schedule B as well as the following provisions:-
 - a) That each site, as set out in Schedule “A”, where child care services are provided under this Agreement, shall hold a current Day Nursery License issued by the Ministry of Education under the *Day Nurseries Act* and the Service Provider shall produce such License and any renewal thereof on an annual basis.
 - b) That each site, as set out in Schedule “A”, in a Day Nursery where child care services are provided under this Agreement, shall be supervised by a graduate of a recognized Early Childhood Education Program, or equivalent, as determined by the Ministry, or an agent thereof, and that said Supervisor shall have Ministry of Education Director’s approval to act in such a position.
 - c) That the Service Provider shall immediately notify the Director of any changes in Supervisor, as referred to in Paragraph 3(b).
 - d) That for non-profit agencies, the Service Provider shall notify the Director immediately upon any change in the President of the Board of Directors.
 - e) That for for-profit programmes, the Service Provider shall notify the Director, as soon as possible, regarding any plans to change ownership.
 - f) That the Service Provider shall notify the Director, as soon as possible, of any plans for closure of the programme or any individual site where services are provided.
 - g) All policies and guidelines of the County relating to Wage Enhancement (Home Child Care Enhancement) Grants.
 - h) That the Service Provider attests that for Wage Enhancement Grants, 100% of grants received shall be provided directly to eligible staff of the Service Provider up to \$1.00 per hour for wages and plus 17.5 percent for benefits and for Home Child Care Enhancement grants, 100 % will be used for home child care providers.

Part 4 – Change of Control

- 4) In the event that there is a Change of Control:
 - a) This Agreement shall forthwith terminate unless the written consent of the County to such Change of Control is first obtained.
 - b) “Change of Control” shall mean the transfer of majority interest in the corporate structure of the Service Provider.

Part 5 - Term

- 5) This Agreement:
 - a) Will be in force from **[Click here]** until it is superseded or replaced by a subsequent Agreement or until it is terminated in its entirety, by either party, by giving sixty (60) days’ written notice.
 - b) In the event that the Service Provider ceases to hold a valid license under the *Day Nurseries Act* or any successor legislation, then, in such event, this Agreement shall forthwith terminate, without notice.

Part 6 – Grant Payment Consideration

- 6) Grant Payment shall be as follows:
 - a) The County will pay to the Service Provider in accordance with the Schedules attached upon receipt of approval of complete applications made in writing to the County on an annual basis in such manner as may be required by the County. The County reserves the right to determine the amount, and the time and manner of such payments.
 - b) It is agreed and understood that the County may withhold payment(s) in its absolute discretion if the Service Provider is in breach of its obligations under this Agreement.
 - c) The Service Provider shall forthwith repay the County any amounts received as an overpayment of grant payments as determined under the Schedules.

Part 7 - Access and Consultation

- 7) Access and consultation shall be as follows:
 - a) The Service Provider will permit County staff to enter at reasonable times 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 and inspect all records relating to the services provided pursuant to this Agreement.
 - b) The Service Provider agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with County staff.

Part 8 - Financial Records and Reports

- 8) Financial records and reports shall be maintained, prepared, and submitted as follows:
- a) The Service Provider will maintain financial records and books of account respecting services provided, pursuant to this Agreement, for each site, as set out in Schedule “A”, where service is being provided, and will allow County Staff or such other persons appointed by the County to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
 - b) The Service Provider will retain the records and books of account referred to in clause 8(a) for a period of seven (7) years.
 - c) The Service Provider will prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County may require including reconciliation reports.
 - d) The Service Provider will adhere to any additional financial reporting requirement(s) specified in the attached Schedules including the requirements to keep and maintain financial records in accordance with the *Day Nurseries Act* and the guidelines and policies prescribed by the County from time to time.
 - e) The Service Provider will comply with the County’s policies on the treatment of revenues and expenditures, which may be issued from time to time.

Part 9- Service Records

- 9) 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 consent of the County, which consent may be withheld, at its sole discretion, or may be given subject to such conditions as the County deems advisable.

Part 10 - Confidentiality

- 10) Confidentiality shall be as follows:
- a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential, and will not disclose or release to any person other than County staff or its delegate at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual’s parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or such other “institution” as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information apply.
 - b) The Service Provider acknowledges that any information collected by the County pursuant to this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.
 - c) Personal information shall not be used or disclosed for purposes other than that for which it was collected, except with the consent of the person or as required by law.

- d) Personal information shall be retained only as long as necessary for the fulfillment of the purpose for which it was collected.
- e) The Service Provider represents and warrants that:
 - i) It shall preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the County;
 - ii) It shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
 - iii) It shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the County.

Part 11 - Conflict of Interest

11) Conflict of interest will be dealt with as follows:

- a) 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 service to the County where such activity, or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the County) with the provision of services pursuant to this Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the County relevant to the services where the County has not specifically authorized such use.
- b) The Service Provider shall disclose to the County without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- c) A breach of this section by the Service Provider shall entitle the County to terminate this Agreement, in addition to any other remedies that the County has in this Agreement, in law or in equity.

Part 12 - Indemnification

- 12) The Service Provider will, both during and following the term of this Agreement, indemnify and save harmless the County, its officers, employees, Council members, agents, and partners from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints, or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement. Without limiting the generality of the foregoing, such indemnity shall include all legal costs, fees, and disbursements and any administrative costs incurred by the County.

Part 13 - Insurance

- 13) The Service Provider will obtain and maintain in full force and effect during the term of this Agreement, general liability insurance for bodily injury and property damage acceptable to the County in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence in respect of the services provided by this Agreement.

The insurance policy shall:

- a) Include as an additional insured “The Corporation of the County of Wellington” in respect of and during the provision of services by the Service Provider pursuant to this Agreement;
- b) Contain a cross-liability clause endorsement; and
- c) Contain a clause including liability arising of the Agreement.

The Service Provider will submit to the County, upon request, proof of insurance.

Part 14 - Termination

14) Termination will be dealt with as follows:

- a) Either party may terminate this Agreement, in whole, with respect to the provision of any particular service, upon sixty (60) days’ written notice to the other party.
- b) In the event of termination, the Service Provider shall forthwith refund to the County any funds advanced by the County and not expended in accordance with the approved budget.
- c) The County may terminate this Agreement with the Service Provider for cause and without notice where the Service Provider fails to comply with the terms and conditions set out in this Agreement, or the provisions of the *Day Nurseries Act*.
- d) If the Service Provider dies or files an assignment for the benefit of creditors, or is petitioned into bankruptcy, then this Agreement will be deemed to be automatically terminated as of the date of death, assignment, or petition. The County shall pay only for the services rendered and disbursements incurred by the Service Provider to the date of such termination.
- e) In the event the Agreement is terminated, the Service Provider shall notify its staff members that its Agreement with the County has been terminated and shall provide the County with written verification of such notice within ten (10) days of termination.

Part 15 - Human Rights Code

- 15) It is a condition of this Agreement and of every Agreement entered into, pursuant to the performance of this Agreement, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this Agreement.

Part 16 - Amendments

- 16) Any change, alteration, or amendment hereto, other than as specifically authorized, shall be made in writing and signed by all the Parties.

Part 17 - Non-Assignment

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

Part 18 - Severability

- 18) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions or part provisions of this Agreement shall continue in full force and effect.

Part 19 - Schedules

- 19) All the terms of the Schedules are incorporated into this Agreement except where they are inconsistent with this Agreement, in which event, the terms of this Agreement will prevail. 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, except for Ministry Regulations and Policies incorporated by reference in this Agreement.

Part 20 - Notice

- 20) Notice shall be handled as follows:

- a) Any notice, demand, acceptance, or request required to be given herewith in writing, shall be given if personally delivered or mailed by registered mail or postage prepaid, as follows:

- i) County: Administrator
County of Wellington Social Services
Child Care Services
74 Woolwich Street
Guelph, Ontario N1H 3T9

- ii) Service Provider:

[Click here]
[Click here]
[Click here]

- b) Any notice shall be deemed to have been given to and received by the County, to whom it is addressed;
- i) If delivered, on the date of delivery; or
- ii) If mailed, then on the fifth (5th) day after the mailing thereof.

Part 21 - Status of Service Provider

21) The status of the Service Provider shall be as follows:

- a) The Service Provider acknowledges and agrees that this Agreement is in no way deemed or construed to be an Agreement or contract of employment. Specifically, the parties agree that it is not intended by this Agreement, that the Service Provider or its employees are to be employees of the County for the purpose of: *The Income Tax Act, R.S.C. 1985 c.1(1st Supp)*; *the Canada Pension Plan Act, R.S.C. 1985, c. C -8*; *the Employment Insurance Act, S.O. 1996, c.23*; *The Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A")*; *The Occupational Health and Safety Act, R.S.O. 1990, c.0.1*; *The Pay Equity Act, R.S.O. 1990 , c.P.7*; or *The Health Insurance Act, R.S.O 1990., c.H.6* (collectively the "Acts"); all as amended from time to time, and any legislation in substitution thereof.
- b) Notwithstanding the above paragraph it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required there under.

Part 22 - General

22) The Service Provider agrees:

- a) that the Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial, and municipal laws, ordinances, statutes, rules, regulations, and orders, in respect of the performance of this Agreement.
- b) This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulations which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- c) As drafted, the headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit, or describe the scope or intent of this Agreement or form part of this Agreement.
- d) This Agreement shall be read with all changes of gender and number as required by context.
- e) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provide that this paragraph shall in no way derogate from the provisions of Part 18 restricting the Service Provider's ability to assign this Agreement.
- f) If more than one entity is a Party to this Agreement as Service Provider, all references to the Service Provider shall include all of the entities and this Agreement shall be binding on each jointly and severally.
- g) Time shall in all respects be of the essence in this Agreement.

Part 23 – Acknowledgement of Agreement

23) The Service Provider acknowledges that:

- a) The Service Provider has read and understands the provisions of this Agreement and the *Day Nurseries Act* as it relates to the services to be rendered pursuant to this Agreement.
- b) Any waiver by the County of the strict compliance by the Service Provider with a term, covenant, or condition in this Agreement, or any other indulgence granted by the County 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.
- c) All terms of the schedules are incorporated into this Agreement except where they are inconsistent with such. 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.
- d) The Service Provider, having read and understood the terms and covenants of this Agreement, acknowledges and agrees that it has obtained or had the opportunity to obtain independent legal advice prior to the execution thereof.
- e) All provisions of this Agreement shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF has caused to be affixed its corporate seal under the hands of its proper Officers duly authorized in that behalf and THE SERVICE PROVIDER has hereunder set her hand and seal.

SIGNED, SEALED, AND DELIVERED in the presence of:

**THE CORPORATION OF THE
COUNTY OF WELLINGTON**

Date: _____
_____ **Warden**

Date: _____
_____ **Clerk**

THE SERVICE PROVIDER

Date: _____
_____ **Signing Authority**

Service Agreement Schedule “A”
Schedule of Wage Enhancement and Home Child Care Enhancement Grant

SCHEDULE OF SITES

Schedule of Sites Pertaining to: _____
 (“Service Provider”)

Name and Address of Site(s):

(Enter)

Signed and Dated:

Date: _____

WARDEN

Date: _____

CLERK

Date: _____

THE SERVICE PROVIDER

Date: _____

THE SERVICE PROVIDER

Service Agreement Schedule “B”
Wage Enhancement (Home Child Care Enhancement) Grant

DESCRIPTION SCHEDULE AND REQUIREMENTS

Service description:

Wage Enhancement (Home Child Care Enhancement) Grant is a 100% provincially funded investment which is in line with the Ministry of Education’s priorities to:

- stabilize and transform the existing child care system to increase programme reliability for parents
- support higher quality, consistent child care services to support children’s learning and development
- support the licensed home child care agencies and strengthen the licensed home child care system

This initiative is intended to benefit low-income child care programme staff, benefit operators to recruit and retain Registered Early Childhood Educators (RECEs), to support access to stable, high quality child care programmes, and to reduce poverty by supporting greater employment and income security.

Specific service provided:

There are two different types of funding under this initiative:

Wage Enhancement

Wage Enhancements (full or partial) will be transferred to licensed child care centres and home child care agencies to support eligible child care programme staff and home visitors (up to \$1 per hour, plus 17.5% benefits).

Eligibility requirements:

- Positions of child care supervisor, RECE, home child care visitor, or otherwise counted toward adult/child ratios under the *Day Nurseries Act* (DNA), additionally, supplementary programme staff positions that are in place to maintain lower adult-child ratios that are required under the DNA.
- Associated wage of less than \$25.27 per hour (full eligibility), or an associated wage between \$25.27 and \$26.27 (partial eligibility)
- Non-programme staff (cooks, custodial staff) that is used at least 25% of the time to support ratio requirements would be eligible for a partial enhancement.
- Programme must have existed between January 1 and October 31 of the prior year

Home Child Care Enhancement Grant (HCCEG)

Home child care enhancement grants will be transferred to licensed home child agencies to support contracted home child care providers. Providers may eligible for the full HCCEG (\$10.00 per day) or a partial HCCEG (\$5.00 per day).

Eligibility Requirements for the full HCCEG:

- Provider must have held a contract with a licensed home child care agency between January 1 and October 31 of the prior year.
- Serve the equivalent of two full time children in their programme who have been assigned to them by the licensed agency
- Receive less than \$272.70 per day in fees from the licensed agency

Eligibility Requirements for the partial HCCEG:

- Provider must have held a contract with a licensed home child care agency since October 31 of the prior year
- Serve less than the equivalent of two full time children in their programme who have been assigned to them by the licensed agency
- Receive less than \$126.35 per day in fees from the licensed agency

Wage Enhancement (Home Child Care Enhancement) Grant Payments

- 1) Wage Enhancement (Home Child Care Enhancement) Grant payments shall be as follows:
 - a) The County shall pay to the Service Provider, in respect of completed and approved application forms of the service provider on an annual basis.
 - b) Service providers shall clearly indicate on staff paychecks and home child care provider fee transfers the portion of funding that is being provided through the wage enhancement/home child care enhancement grant labelled as follows:
 - i) Provincial child care wage enhancement
 - ii) Provincial home child care enhancement grant

Signed and Dated:

Date:_____

THE COUNTY OF WELLINGTON

Date:_____

THE SERVICE PROVIDER



COUNTY OF WELLINGTON

COMMITTEE REPORT

HS – 15 - 01

To: Chair and Members of the Social Services Committee
From: Heather Burke, Director of Housing
Date: Wednesday, April 08, 2015
Subject: **Revised Part V / Service Manager Delegation Agreement**

Background:

The County of Wellington, as the designated Consolidated Municipal Service Manager (CMSM), assumed responsibility from the province on February 1, 2002 for the administration of non-profit and co-operative housing programmes under the *Social Housing Reform Act, 2000*. While the legislation made the CMSM responsible for the administration of rent-gear-income (RGI) assistance, it allowed the CMSM to transfer certain responsibilities and duties under Part V of the Act to the non-profit and co-operative housing providers. These responsibilities and duties included RGI eligibility determination, compliance with occupancy standards, compliance with procedural provisions and calculation of RGI rent of the tenants and members in their housing projects.

On May 30, 2002, County Council enacted by-law 4484-02 which authorized the Warden and Clerk to enter into Part V Delegation Agreements between the County of Wellington and the housing providers. Agreements were subsequently signed with 12 non-profit housing providers and 4 housing co-operatives.

On January 1, 2011 the *Housing Services Act, 2011* replaced the *Social Housing Reform Act, 2000* as the legislative authority for the delivery of social housing programmes by the designated CMSMs. Section 17 of the *Housing Services Act, 2011* again allows the CMSM to enter into written agreements to delegate all or some of its powers and duties under the Act.

A revised Service Manager Delegation Agreement was developed to meet the requirements of the *Housing Services Act, 2011*, delegating the same duties and responsibilities to the non-profit and co-operative housing providers as set out in the Part V Delegation Agreements.

The County has received legal advice on this final agreement and is satisfied that the content is appropriate and applicable to the CMSM's situation.

Financial Implications:

N/A

Attachment: "Revised Service Manager Delegation Agreement"

Recommendation:

That the Warden and Clerk be authorized to execute the Revised Service Manager Delegation Agreement to delegate the same duties and responsibilities to the non-profit and co-operative Housing providers as set out in the Part V Delegation Agreements, and

That the Clerk be authorized to review By-Law 4484-02 for purposes of the revised agreement.

Respectfully submitted,

A handwritten signature in black ink that reads "Heather Burke". The script is cursive and fluid.

Heather Burke
Director of Housing

SERVICE MANAGER DELEGATION AGREEMENT

This Agreement made the _____ day of _____, 2015.

Between:

The Corporation of the County of Wellington
(hereinafter referred to as the “**service manager**”)

OF THE FIRST PART

-and-

XX housing provider
(hereinafter referred to as the “**service agent**”)

OF THE SECOND PART

WHEREAS the service manager is a service manager pursuant to the definition contained in the *Housing Services Act, 2011* (hereinafter referred to as the “Act”);

AND WHEREAS pursuant to Section 17 of the Act, a service manager may, in writing, delegate all or some of its powers and duties under the Act with respect to all or part of the service manager’s service area;

AND WHEREAS the service manager wishes to enter into an agreement with the service agent pursuant to the Act to delegate certain duties and powers of the service manager as set out in the Act;

AND WHEREAS the service agent wishes to enter into this agreement (hereinafter referred to as the “Agreement”) with the service manager in respect of the delegation of certain duties and powers under the Act and as set out herein;

NOW THEREFORE WITNESSETH in consideration of the sum of **Two Dollars (\$2.00)** paid by the service manager to the service agent and in consideration of the covenants and agreements herein contained and such other consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

Part I GENERAL AND APPLICATION

- 1.01 This Agreement shall commence immediately and shall continue until terminated pursuant to the terms of this Agreement.
- 1.02 In this Agreement, the term “Governing Documents” shall refer to the Act and the regulations thereunder, and any written policies, guidelines, procedures or directives established by the service manager from time to time to the extent they

apply to the roles, functions and obligations of the service agent as set out in this Agreement.

- 1.03 In this Agreement, the term “designated housing project” shall refer to housing projects owned by the service agent and designated in schedule 35 of Ontario Regulation 368/11, made pursuant to the Act.
- 1.04 The service agent acknowledges and agrees that any words or phrases contained in this Agreement shall have the same meaning as contained in the Act and the regulations thereunder, all as may be amended from time to time.
- 1.05 The service manager and service agent shall at all times implement, follow, adhere to and comply with the terms of this Agreement and the Governing Documents, all as may be amended from time to time.

Part II

WAITING LISTS AND PRIORITY RULES

- 2.01 The service manager shall administer the centralized waiting list for the service area in accordance with Section 47 of the Act.
- 2.02 The service agent acknowledges and agrees that it shall refer all applications for subsidized housing to be placed under the County of Wellington’s Centralized Waiting List.
- 2.03 The service agent shall utilize the service manager’s standardized application form(s) in relation to applications for rent-geared-to-income assistance. The service manager may amend or modify the application form(s) from time to time and the service agent shall then utilize the amended form(s).
- 2.04 The service agent acknowledges and agrees that it shall select applicants for rent-geared-to-income assistance for the designated housing project(s) in accordance with the Governing Documents.
- 2.05 In connection with the ranking of special priority and local priority households, the service agent shall implement, follow, adhere to and comply with the Governing Documents.
- 2.06 The service manager reserves the exclusive right to make decisions related to the eligibility of special and local priority households.
- 2.07 The service agent shall, when it receives an internal transfer application requesting that the household be included in the special priority household category or any established priority status, refer any such application to the service manager for the requisite appropriate processing and determination.
- 2.08 The service agent agrees to comply with the Governing Documents in relation to the prescribed standards for the collection, use, disclosure and safe-guarding of

privacy of personal information and for a person's access to his or her personal information. The service agent agrees to ensure that all applicants for rent-geared-to-income assistance for the designated housing project(s) are notified of the right to share information pursuant to the Governing Documents.

Part III ELIGIBILITY RULES

- 3.01 The service manager hereby delegates to the service agent the obligation and duties of determining continued eligibility of households for rent-geared-to-income assistance, and any modifications to this eligibility, pursuant to the Governing Documents.
- 3.02 The service agent shall take all reasonable steps necessary to ensure that each household that receives or will receive rent-geared-to-income assistance at the designated housing project(s) complies with the requirements including, without limitation, eligibility pursuant to the Governing Documents.
- 3.03 In accordance with the Governing Documents, the service agent acknowledges and agrees that the service manager is entitled to establish local rules, and that the service agent agrees to implement, observe and comply with all local rules when performing its roles, functions or obligations pursuant to this Agreement.
- 3.04 The service manager shall notify the service agent in writing of the establishment of, and any amendments to, the local rules by the service manager pursuant to the Governing Documents.
- 3.05 The service agent agrees that, in connection with the designated housing project(s), it shall review the eligibility of households and shall determine:
 - (a) Prior to the initial occupancy, whether such households are eligible for rent-geared-to-income assistance for the designated housing project(s), and
 - (b) On an ongoing basis after occupancy, whether such households continue to be eligible for rent-geared-to-income assistance for the designated housing project(s),in a manner and frequency pursuant to the Governing Documents.

As part of the above-described responsibilities, the service agent shall determine whether a household receiving rent-geared-to-income assistance ceases to be eligible for assistance pursuant to Governing Documents.

Part IV OCCUPANCY STANDARDS

- 4.01 The service agent agrees to observe and comply with the Governing Documents for the purpose of determining the size and type of unit in respect of which a household with prescribed characteristics is eligible to receive rent-geared-to-income assistance.

Part V
GEARED-TO-INCOME RENT

- 5.01 The service manager hereby delegates to the service agent the obligation and duties of calculating the geared-to-income rent for households, pursuant to the Governing Documents.
- 5.02 The service agent agrees that it shall calculate, review and modify the geared-to-income rent payable by households in a designated housing project in a manner and frequency required pursuant to the Governing Documents and comply with the obligations and duties of the service agent thereunder.

Part VI
NOTICES AND REVIEWS OF DECISIONS

- 6.01 The service agent shall provide households with written notices of decisions relating to their geared-to-income rent and shall implement, follow, adhere to and comply with all rules related to decisions as set out in the Governing Documents.
- 6.02 The service agent will, in all decision notices as prescribed in the Governing Documents, advise the household of its right to a review of that decision and shall provide information to the household on how to request a review of the decision.
- 6.03 The service agent agrees that, in connection with the designated housing project(s), it shall comply and cooperate with any system established from time to time for the review of certain decisions in accordance with the Governing Documents.

Part VII
GENERAL

- 7.01 The service agent agrees to obtain, complete, retain, and submit all documents, records and reports including, without limitation, all notices and decisions as required under the Governing Documents or this Agreement.
- 7.02 The service agent agrees to ensure that current copies of all Governing Documents are maintained for reference at the on-site office of the service agent's designated housing project.
- 7.03 The service agent acknowledges and agrees to ensure that its staff who are responsible for the administration and management of the social housing program in the designated housing project(s) are knowledgeable about the Governing Documents at all times.
- 7.04 The service agent agrees that it is a duty of the service agent to make the information required in the Governing Documents available for inspection by

members of the public during normal business hours. In addition, subject to the Governing Documents, the *Freedom of Information and Protection of Privacy Act*, and the *Municipal Freedom of Information and Protection of Privacy Act*, the service agent agrees to make all information and documentation collected or received by it in respect of the services provided hereunder available for inspection and copying by the service manager, as it reasonably requests or requires from time to time.

- 7.05 The service agent shall at all times maintain full and complete records of all applications, reviews, notices, agreements, undertaking, documents, papers and information which it receives or produces in respect of the services provided hereunder.
- 7.06 In accordance with the Governing Documents and upon reasonable notice by the service manager, the service agent agrees to:
- a) provide to the service manager such reports, documents and information as the service manager may request relating to the performance of the service manager's duties and in exercising the service manager's powers; and
 - b) give the requested reports, documents and information to the service manager at the times and in the form and manner requested by the service manager.

Part VIII

DEFAULT, ENFORCEMENT, REMEDIES

- 8.01 In the event that the service agent fails to observe or comply with any term of this Agreement, in whole or in part, the service manager shall be entitled to serve a notice of default on the service agent at its address for service specifying the nature of the default. In the event that the service agent fails to remedy such default within sixty (60) days following the date of such notice or such longer or shorter period of time as deemed appropriate by the service manager in the circumstances, the service manager shall be entitled to take any one or more of the following steps:
- (a) remedy such default on behalf of the service agent;
 - (b) suspend or terminate the right and/or obligation of the service agent to perform any one or more service(s) on behalf of the service manager in connection with one or more specific household(s);
 - (c) suspend or terminate the right and/or obligation of the service agent to perform any one or more service(s) on behalf of the service manager for one or more specific housing provider(s) or housing project(s);
 - (d) suspend or terminate the right and/or obligation of the service agent to perform any one or more service(s) on behalf of the service manager in all or part of the service area of the service manager; or
 - (e) suspend or terminate this Agreement.

- 8.02 The service manager shall be entitled to terminate the right of the service agent to perform all or any part of the services contemplated by this Agreement without cause by providing the service agent at least **ninety (90) calendar days** notice in advance of termination. The service agent shall cooperate with the service manager during the termination and winding down of the provided service(s) in order to ensure an effective, efficacious, and uninterrupted transfer of services. On the effective date of termination, the service agent shall surrender originals of all documents, applications, records, instruments, papers or other materials in its possession or control concerning the services provided by the service agent under this Agreement. Where an original is not available or where it is impractical or unreasonable to provide any original, the service agent shall provide a copy to the service manager.
- 8.03 The service agent shall be entitled to terminate its obligation and responsibility to perform all or any part of the services contemplated by this Agreement without cause by providing the service manager at least **ninety (90) calendar days** notice in advance of termination. The service agent shall cooperate with the service manager during the termination and winding down of the provided service(s), in order to ensure an effective, efficacious, and uninterrupted transfer of services. On the effective date of termination, the service agent shall surrender originals of all documents, applications, records, instruments, papers or other materials in its possession or control concerning the services provided by the service agent under this Agreement. Where an original is not available or where it is impractical or unreasonable to provide any original, the service agent shall provide a copy to the service manager.
- 8.04 Despite anything in this Agreement, the service agent and the service manager acknowledge and agree that, if applicable, the enforcement provisions under Part VII of the Act shall apply upon the occurrence(s) of a triggering event as defined under the Act.

Part IX INDEMNITY AND INSURANCE REQUIREMENTS

- 9.01 The service agent agrees to indemnify, defend and hold harmless the Service Manager, its members of Council, employees, agents, contractors and affiliated entities (collectively, for the purpose of this Part, the “service manager”) from and against any and all claims, actions, causes of action, damages, penalties, debts, liens, liabilities, acts, omissions, demands, costs including legal costs (on a substantial indemnity basis) and expenses, whatsoever claimed by any party, arising out of, under, in respect of or in any way directly or indirectly related to or connected with this Agreement, the service agent and any and all acts or omissions of the service agent, its officers, directors, employees, agents or contractors, save and except those that arise out of the negligent or wrongful acts or omissions of the service manager.
- 9.02 The service agent agrees to obtain and keep in good standing at its sole expense during the term of this Agreement occurrence-based comprehensive general

liability insurance coverage in an amount of two million dollars (\$2,000,000) or an amount as prescribed by the Governing Documents, whichever is greater. Such coverage shall name the service manager as additionally insured, provide for cross liability, severability of interests, that it is primary insurance which will not call in to contribution any other insurance available to the service manager, and provide for thirty day's prior written notice of cancellation to the service manager. The service agent shall provide a certificate of insurance evidencing the foregoing requirements to the satisfaction of the service manager immediately upon signing this Agreement and renewals thereafter.

Part X MISCELLANEOUS

- 10.01 The service manager and the service agent are party to a Part V Delegation Agreement dated2002 ("the Part V Delegation Agreement"), regarding the provision of certain services under the former Social Housing Reform Act. Upon the repeal of the Social Housing Reform Act, the provisions of this agreement were extended on January 1, 2012 by Directive 2012-01 - *Implementation of the New Housing Services Act, 2011 and Regulations effective January 1, 2012*. The parties hereby agree that the Part V Delegation Agreement is terminated forthwith. For purposes of clarification, the parties hereby waive the notice of termination provisions as set out in the Part V Delegation Agreement.
- 10.02 The service agent acknowledges and agrees that the service manager may introduce, supplement, amend, modify, or eliminate any new or existing policy, guideline, procedure or directive or introduce any new policy, guideline, procedure or directive as it deems necessary or desirable from time to time in connection with any matter or issue contemplated in this Agreement and within fifteen (15) days following written notice of issuance by the service manager in accordance with this Agreement, the service agent agrees to implement, follow, adhere and comply with all such new, supplemented, amended, modified, or eliminated policy, guideline, procedure or directive, as the case may be.
- 10.03 The service manager shall ensure that each policy, guideline, procedure or directive issued, supplemented, amended, modified or eliminated pursuant to this Agreement is:
- (a) within the authority of the service manager under the Act and Regulations; and
 - (b) duly authorized by the service manager.
- 10.04 The service manager shall make all reasonable efforts to ensure that any policy, guideline, procedure or directive is clear, unambiguous and in compliance with the Act and the Regulations. To the extent that the service agent finds, in carrying out its duties and responsibilities hereunder, if at all, that any policy, guideline, procedure or directive is unclear, ambiguous or not in compliance with the Act or the regulations thereunder, the service agent shall forthwith seek the direction of the service manager in connection therewith and thereafter follow the

written direction of the service manager. In addition, if the service agent has any questions about the interpretation of any written policy, guideline, procedure or directive, the service agent will refer it to the service manager and the service agent will follow the written direction of the service manager relating to it. Until such time as the service manager has provided notice in writing to the service agent, the service agent shall exercise its best judgement in the circumstance.

- 10.05 The service agent acknowledges and agrees that this Agreement, or any part thereof, or any services hereunder may not be assigned or transferred in any manner or respect whatsoever, without the express prior written consent of the service manager.
- 10.06 The service agent agrees to make staff available for training by the service manager, where the service manager deems it to be reasonably necessary, in its sole discretion, with such training to be arranged for times mutually agreed to by the service manager and the service agent, and the service agent shall be responsible for the cost of making its staff available for such training.
- 10.07 The parties hereto acknowledge and agree that this Agreement may not be modified or amended unless done so in writing and signed by the authorized signing officers of the parties.
- 10.08 Failure by either party to require performance of any term, agreement, obligation or condition herein contained shall not be deemed to be a waiver of such term, agreement, obligation or condition or of any subsequent breach of the same or of any other term, agreement, obligation or condition herein contained. No term, agreement, obligation or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by the parties.
- 10.09 The Agreement and the schedules, if any, attached hereto and forming a part hereof, set forth all the terms, obligations, covenants, promises, agreements, conditions and understandings between the service manager and service agent concerning the duties, responsibilities and functions of the service manager to be performed by the service agent and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by them.
- 10.10 Any notice to be given under the terms of this Agreement shall be sufficiently given if delivered by hand, telefax or mail to the party for whom it is intended and in all cases addressed to the party for whom it is intended, in the case of notice to the service manager, addressed to:
- THE CORPORATION OF THE COUNTY OF WELLINGTON
Social Services – Housing Services
138 Wyndham Street North, Guelph N1H 4E8
Attention: Director of Housing

and in the case of the service agent, addressed to:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Either party may change address or telefax number by written notice to the other. If any notice or document is so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the third business day following the date of mailing as aforesaid, and on the next business day if transmitted by telefax. Any party may from time to time by notice given as provided above, change its address for the purpose of this clause.

IN WITNESS WHEREOF the service manager and service agent have signed and sealed this Agreement as of the day and year first above written.

This Agreement has been executed on behalf of the **Parties** by their respective authorized officers.

THE CORPORATION OF THE COUNTY OF WELLINGTON

Per: _____
Name: _____
Title: Warden

Per: _____
Name: _____
Title: Clerk

XXXXXXXXXX

Per: _____
Name: _____
Title: President

Per: _____
Name: _____
Title: _____

We have the authority to bind the Corporation.



To: Chair and Members of the Social Services Committee
From: Stuart Beumer, Director of Ontario Works
Date: Wednesday, April 08, 2015
Subject: **Social Assistance Management System (SAMS) Implementation Update (II)**

Background:

As previously reported to Committee and Council, the Province of Ontario implemented a new technology system for the administration of Social Assistance across the province in November of 2014. The implementation of SAMS has been challenging and the County continues to work closely with the Ministry of Community and Social Services (MCSS) to address ongoing challenges with the functionality of the new system.

Business Recovery Efforts:

Locally management has taken several steps to mitigate the ongoing impact of SAMS. These include: developing work plans and revised business processes to accommodate the functionality of SAMS; providing additional training tools and supports to staff; examining options for outcome planning and resuming normal employment service delivery; and working with MCSS to identify ongoing issues and make suggestions for system enhancements. Business Recovery is anticipated to be a long-term process that we anticipate to be largely completed by the end of 2015.

Listed below are a number of high priority areas of concern related to SAMS which are the focus of our business recovery efforts:

- Training resources and support tools that we can use with new and existing staff. There have been hundreds of changes to the system since its implementation and the province has not yet developed comprehensive training tools that can be used with the system as it currently functions.
- Eligibility reassessments in SAMS that lead to incorrect overpayments and underpayments. We still have difficulty working with the data on some cases and understanding how the system sometimes completes calculations or full case reassessments.
- Reconciliation of financial transactions in SAMS where incorrect overpayments or underpayments have been created.
- Access to accurate, timely and complete data extracts and reports – this is critically important to the management of our back-end financials with Treasury.
- Resumption of normal subsidy claims reporting processes with the Province.
- Managing the functionality and volume of notifications, tasks and letters that SAMS generates.
- Utilizing the client outcome plan functionality of SAMS and catching up on our back-log of work in this area.
- Managing the closure of cases in SAMS to ensure outcomes are captured accurately, and we effectively manage any on-going benefits and overpayments that may pertain to a client.

County Ontario Works staff have been active participants on a number of MCSS led technological support and recovery groups, the Ontario Municipal Social Services Association Business Recovery Work Group and other initiatives led by the Province such as the Director-Administrator Reference Group. At a local level we continue to rely on our local implementation team and our technical experts to support our staff. Whenever possible we continue to bring forward to MCSS staff feedback and suggestions regarding ongoing issues and possible solutions to concerns with SAMS.

As announced in February, MCSS has engaged PricewaterhouseCoopers (PwC) to conduct an independent assessment of the Ministry's current implementation plan for the Social Assistance Management System (SAMS). PwC is analyzing the Province's 'go forward' strategy to improve the system functionality and associated business impacts to determine where plans are working and where implementation activities can be strengthened. MCSS has engaged delivery partners, stakeholders and front-line staff in this review. The Ministry expects to receive a final report, with recommendations by the end of April. These reports will be posted on the Ministry website.

The implementation of SAMS continues to be a stressful transition for Ontario Works staff. The volume and depth of issues with the new system has made it very challenging for staff to keep up with their workload and ensure that clients receive timely and accurate benefits. We have experienced an increase in sick leave utilization, especially on our Caseworker teams, and SAMS has certainly been a significant factor. We also have a significant amount of deferred work that we are planning to catch-up and/or resume throughout 2015.

Additional Provincial Funding and the Extension of Administrative Relief:

The County received and utilized \$69,300 in SAMS implementation funding in 2014 and will receive \$138,600 in 2015. For 2015, the additional 100% provincial funding will be used in the following areas:

- The addition of temporary staff in the caseworker position in order to cover for short term leaves and ensure business continuity through vacation periods
- The addition of a student resource to support the caseworker teams over the summer period
- Additional salary to support staff in acting assignments to support SAMS implementation
- Funding of required overtime related to SAMS
- Funding of additional training supports required by our staff

In late March, MCSS also announced that it was extending temporary workload reduction measures in an effort to support local business recovery. We will take advantage of this additional administrative relief to complete the necessary business process changes and preparations to resume these functions later in 2015 as required by the province.

Financial Implications:

Additional costs related to the ongoing implementation of SAMS will be funded using 100% provincial funding and no additional municipal costs are anticipated at this time.

Attachments:

MCSS memo from Richard Steele, ADM entitled "Additional Funding for SAMS implementation", dated March 19, 2015.

MCSS memo from Jeff Butler, Director Ontario Works Branch entitled "Extension of Administrative Relief re: Implementation of the Social Assistance Management System", dated March 24, 2015.

Recommendation:

That report OW-15-04, SAMS Implementation Update (II) be received for information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stuart B.", with a stylized flourish at the end.

Stuart Beumer
Director of Ontario Works

Social Policy Development Division
Ontario Works Branch
375 University Avenue, 5th Floor
Toronto, Ontario M5G 2J5
Tel. (416) 326-8205
Fax: (416) 326-9777

March 24, 2015

MEMORANDUM TO: Ontario Works Administrators
- CMSMs and DSSABs

Director, Social Assistance Service Delivery Branch
- Social Assistance Program Managers

FROM: Jeff Butler
Director, Ontario Works Branch

SUBJECT: **Extension of Administrative Relief re:
Implementation of the Social Assistance
Management System (SAMS)**

I am writing to provide an update regarding temporary workload reduction measures intended to support Social Assistance Management System (SAMS) post-implementation activities. The following administrative relief measures recognize action taken by delivery agents to continue to support SAMS implementation, including the continued redeployment of specialized staff to assist with Ontario Works intakes.

- **Eligibility Verification Process (EVP):** At this time, all EVP activities will remain suspended until August 31, 2015 to alleviate workload pressures on staff and enable the development of the interface with third-party databases. As a point of clarification, there will be no backlog regarding EVP. When this activity is resumed, cases will be reprioritized on a go forward basis.
- **Rules suppression:** As communicated in the March 17, 2015 memo, the extension of the rules suppression is in recognition of the fact that in managing the transition to SAMS, staff may not have had time to complete all the necessary clean-up activities, in particular with respect to the management of Outcome Plans (formerly known as a Participation Agreement in SDMT). The Ontario Works Retro Budget Calculation Rules in SAMS was scheduled to terminate on April 1, 2015. As a result of the extension, SAMS will not find an Ontario Works client with participation requirements ineligible for assistance when there is an absence of an Outcome Plan until September 1, 2015. However, it is expected that as of April 1, 2015, new clients will have a valid Outcome Plan.

- **Family Support:** The ministry recognizes Family Support Workers (FSWs) are being reassigned to continue to support the implementation of SAMS. As such, where a FSW is not available to assist clients to pursue child support there will not be any penalties.
- **Overpayments and Recovery:** The ministry acknowledges that over-payment collection activities, including validation prior to collection remain a secondary priority for delivery agents. As such, we will continue to waive any penalties for deferring validation and collection activities at this time.
- **Outcomes Measures:** Outcome data will be available in SAMS in April 2015 and will reflect previous months' data that has not been available up to this point. The setting of outcomes targets for the 2015 calendar year should reflect the current operating environment in which delivery agents continue to implement and stabilize SAMS.
- **Budget Submissions and Year-to-Date Reporting:** The ministry has previously communicated an extension for budget submissions and service plans until May. However, in recognition of the current workload impacts on staff, we are extending the submission deadline to August 10, 2015. In the interim, until a fully executed contract is in place, delivery agents are expected to meet their year-to-date reporting requirements and reflect their actual expenditures on a quarterly basis against a projected year-end.

At this time we ask that delivery agents work closely with their Program Supervisor to ensure a plan is in place for the return to regular business processes by the dates identified above. The ministry is appreciative of all the efforts being undertaken to implement SAMS.

If you have questions on this material, please contact Gurpreet Sidhu-Dhanoa at Gurpreet.Sidhu-Dhanoa@ontario.ca or by phone at 416-325-6272.

Original signed by Elizabeth Roy for

Jeff Butler

- c. Erin Hannah, A/Assistant Deputy Minister, Social Policy Development
 Richard Steele, Assistant Deputy Minister, Social Assistance Operations
 Martin Thumm, Executive Lead, Social Services Solution Modernization Project
 Jeff Bowen, A/Director Social Assistance and Municipal Operations Branch
 Gloria Lee, A/Director, Ontario Disability Support Program Branch
 Nelson Loureiro, Business Director, Social Services Solution Modernization Project
 Gurpreet Sidhu-Dhanoa, A/Manager, Ontario Works Branch
 Kira Heineck, Executive Director, Ontario Municipal Social Services Association
 Petra Wolfbeiss, Director of Policy and Public Affairs, Ontario Municipal Social Services Association
 Monika Turner, Director of Policy, Association of Municipalities of Ontario

**Ministry of Community
and Social Services**

Assistant Deputy Minister
Social Assistance
Operations Division

*Hepburn Block, 6th floor
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**Ministère des Services
sociaux et communautaires**

Sous-ministre adjoint
Division des opérations
relatives à l'aide sociale

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March 19, 2015

MEMORANDUM TO: Ontario Works Administrators

FROM: Richard Steele
Assistant Deputy Minister

SUBJECT: Additional Funding for SAMS Implementation

I am writing to inform you that the ministry will be providing an additional \$5 million in one-time funding in this fiscal year to assist Consolidated Municipal Service Managers (CMSMs) and District Social Services Administration Boards (DSSABs) with costs related to the implementation of the Social Assistance Management System (SAMS). The additional funding comes from within the Ministry's existing social assistance administration budget.

This funding is in recognition of the tremendous efforts being made to implement SAMS, and brings the cumulative amount of provincial funding provided to support the operational cost of SAMS implementation to \$15 million – \$5 million anticipated and provided prior to implementation and an additional \$10 million provided post-implementation. The funding is 100 per cent provincial with no cost-sharing requirement for costs incurred up to March 31, 2015.

Distribution of the \$5 Million in One-Time Funding (100% Provincial):

The new funding will be distributed in the same fashion as the previous funding. A base of \$50,000 will be provided to all 47 CMSMs and DSAABs, with the balance of the \$5 million being distributed based on each delivery agent's share of the Ontario Works caseload.

The intent of the funding is to assist with additional costs delivery agents have incurred from April 1, 2014 to March 31, 2015 for SAMS implementation and can be spent on any eligible program delivery activity, such as staff overtime, backfill, etc. As the funding is expenditure-based, delivery agents should work with their Program Supervisors to identify expenditures to be claimed.

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Future Funding

The ministry will be keeping the lines of communication open to consider additional assistance for costs that may be incurred in 2015-16. It is expected that any discussions will include plans for transitioning back to a normal state of operations.

In working with the Ontario Municipal Social Services Association (OMSSA) and other stakeholders, the ministry has committed to a process for returning to regular business. The nature of the transition plans and approaches to allocating any future funding, as well as the final amount available, need to be discussed with our municipal partners, including OMSSA and the Association of Municipalities on Ontario (AMO). Any decisions will be informed by these discussions.

Thank you,

Richard Steele

Attachment (1)

- c. Erin Hannah, A/Assistant Deputy Minister, Social Policy Development
Martin Thumm, Executive Lead, Social Services Solution Modernization Project
Jeff Butler, Director, Ontario Works Branch
Patti Redmond, Director, Social Assistance Service Delivery Branch
Jeff Bowen, A/Director, Social Assistance and Municipal Operations Branch
Gloria Lee, A/Director, Ontario Disability Support Program Branch
Nelson Loureiro, Business Director, Social Services Solution Modernization Project
Gurpreet Sidhu-Dhanoa, A/Manager, Ontario Works Branch
Kira Heineck, Executive Director, Ontario Municipal Social Services Association
Pat Vanini, Executive Director, Association of Municipalities of Ontario

Social Assistance Management Systems (SAMS) - Additional One-Time Funding				
Region	Delivery Agent	Previously Provided One-Time (100%) Provincial Funding	Additional \$5M One-Time (100%) Provincial Funding	TOTAL One-Time (100%) Provincial Funding
CERO	Durham CMSM	\$281,600	\$140,800	\$422,400
	Kawartha Lakes CMSM	\$138,400	\$69,200	\$207,600
	Northumberland CMSM	\$120,600	\$60,300	\$180,900
	Peterborough CMSM	\$176,600	\$88,300	\$264,900
	Simcoe CMSM	\$260,400	\$130,200	\$390,600
	York CMSM	\$222,400	\$111,200	\$333,600
CERO	6	\$1,200,000	\$600,000	\$1,800,000
CWRO	Dufferin CMSM	\$111,000	\$55,500	\$166,500
	Halton CMSM	\$146,000	\$73,000	\$219,000
	Peel CMSM	\$417,800	\$208,900	\$626,700
	Waterloo CMSM	\$279,400	\$139,700	\$419,100
	Wellington CMSM	\$138,600	\$69,300	\$207,900
CWRO	5	\$1,092,800	\$546,400	\$1,639,200
ERO	Cornwall CMSM	\$150,600	\$75,300	\$225,900
	Ottawa CMSM	\$443,800	\$221,900	\$665,700
	Prescott & Russell CMSM	\$122,200	\$61,100	\$183,300
	Renfrew CMSM	\$123,800	\$61,900	\$185,700
ERO	4	\$840,400	\$420,200	\$1,260,600
HNRO	Brant CMSM	\$147,600	\$73,800	\$221,400
	Hamilton CMSM	\$366,400	\$183,200	\$549,600
	Niagara CMSM	\$312,600	\$156,300	\$468,900
	Norfolk CMSM	\$130,600	\$65,300	\$195,900
HNRO	4	\$957,200	\$478,600	\$1,435,800
NERO	Cochrane DSSAB	\$130,200	\$65,100	\$195,300
	Muskoka CMSM	\$123,800	\$61,900	\$185,700
	Nipissing DSSAB	\$147,800	\$73,900	\$221,700
	Parry Sound DSSAB	\$117,600	\$58,800	\$176,400
	Timiskaming DSSAB	\$116,200	\$58,100	\$174,300
NERO	5	\$635,600	\$317,800	\$953,400
NRO	Algoma DSSAB	\$121,200	\$60,600	\$181,800
	Kenora DSSAB	\$116,200	\$58,100	\$174,300
	Manitoulin & Sudbury DSSAB	\$111,000	\$55,500	\$166,500
	Rainy River DSSAB	\$105,800	\$52,900	\$158,700
	Sault Ste. Marie DSSAB	\$148,400	\$74,200	\$222,600
	Greater Sudbury City	\$173,800	\$86,900	\$260,700
	Thunder Bay DSSAB	\$166,800	\$83,400	\$250,200
NRO	7	\$943,200	\$471,600	\$1,414,800
SERO	Hastings CMSM	\$176,400	\$88,200	\$264,600
	Kingston CMSM	\$160,600	\$80,300	\$240,900
	Lanark CMSM	\$124,600	\$62,300	\$186,900
	Leeds & Grenville CMSM	\$134,800	\$67,400	\$202,200
	Prince Edward-Lennox & Addington CMSM	\$120,800	\$60,400	\$181,200

SERO	5	\$717,200	\$358,600	\$1,075,800
SWRO	Bruce CMSM	\$113,200	\$56,600	\$169,800
	Chatham - Kent CMSM	\$170,800	\$85,400	\$256,200
	Grey CMSM	\$132,000	\$66,000	\$198,000
	Huron CMSM	\$112,000	\$56,000	\$168,000
	Lambton CMSM	\$159,400	\$79,700	\$239,100
	London CMSM	\$328,000	\$164,000	\$492,000
	Oxford CMSM	\$133,400	\$66,700	\$200,100
	St. Thomas CMSM	\$133,800	\$66,900	\$200,700
	Stratford CMSM	\$114,600	\$57,300	\$171,900
	Windsor CMSM	\$303,000	\$151,500	\$454,500
SWRO	10	\$1,700,200	\$850,100	\$2,550,300
TRO	Toronto CMSM	\$1,913,400	\$956,700	\$2,870,100
TRO	1	\$1,913,400	\$956,700	\$2,870,100
TOTAL	47	\$10,000,000	\$5,000,000	\$15,000,000

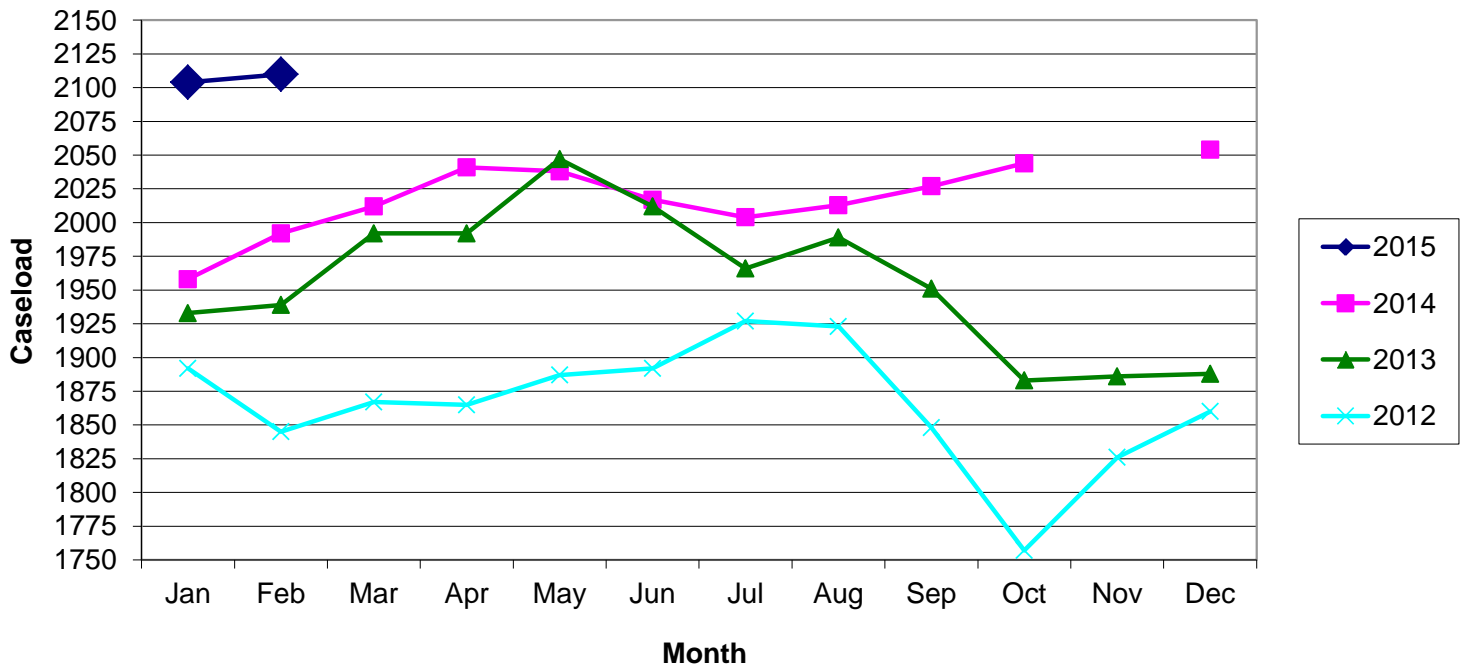
County of Wellington - Ontario Works



2012-15 County / City Caseload

Total caseload					Change From		Change From	
	2012	2013	2014	2015	Cases	%	Cases	%
January	1,892	1,933	1,958	2,104	50	2.4%	146	7.5%
February	1,884	1,997	1,992	2,110	6	0.3%	118	5.9%
March	1,867	1,992	2,012					
April	1,865	1,992	2,041					
May	1,887	2,047	2,038					
June	1,892	2,012	2,017					
July	1,927	1,966	2,004					
August	1,923	1,989	2,013					
September	1,848	1,951	2,027					
October	1,757	1,883	2,044					
November	1,826	1,886	N/A					
December	1,860	1,888	2,054					
Total	22,428	23,536	22,200	4,214				
Average	1,869	1,961	2,018	2,107			89	4.4%

Total County and City Ontario Works Caseload - January 2012 to February 2015



Total County and City Ontario Works Caseload Budget/Actual Comparison

