

CROSS-JURISDICTIONAL FEE SUBSIDY AGREEMENT

Dated this _____ day of _____ 2024 (“the Effective Date”)

BETWEEN:

THE CORPORATION OF THE COUNTY OF SIMCOE
 (“Simcoe”)

-and-

THE CORPORATION OF THE CITY OF KAWARTHA LAKES
 (“Other CMSM”)

RECITALS:

- A. Simcoe and Other CMSM are designated child care Service System Managers (“SSMs”) pursuant to the *Child Care and Early Years Act, 2014*, SO 2014, c 11, Schedule 1 (“CCEYA”) and regulations thereunder, as amended from time to time.
- B. In addition to other statutory duties under the CCEYA, SSMs are mandated to develop and administer local policies respecting the operation of child care and early years programs and services and to administer the delivery of financial assistance in accordance with the regulations, pursuant to sections 56 (a) and (b) of the CCEYA.
- C. Simcoe and Other CMSM, as SSMs, routinely enter into agreements with child care providers located within their respective geographical areas in order to provide child care Fee Subsidy on behalf of eligible families for licensed child care programs in their areas.
- D. Simcoe and Other CMSM have policies in place recognizing that families who are eligible to receive child care Fee Subsidy are generally eligible within the area where the family resides.
- E. Simcoe and Other CMSM have policies in place also recognizing that situations may occur in which a family who is eligible for child care Fee Subsidy may require a licensed child care program located within the geographical area of another SSM.

NOW THEREFORE Simcoe and Other CMSM agree as follows:

1. PURPOSE

- 1.1 Simcoe and Other CMSM have entered into this Agreement for the purpose of facilitating a cross-jurisdictional arrangement to support families who reside in one of Simcoe or Other CMSM's geographical area to access child care in the other's geographical area, and to set out each Party's roles and responsibilities with respect to this.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

- (a) “Agreement” means this Agreement and the Schedules to this Agreement as may be amended from time to time;
- (b) “Care Providing SSM” means the Service System Manager for the geographical area in which the child care provider is located;
- (c) “Fee Subsidy” means the per diem rate paid to a child care provider on behalf of a Parent less the Parental Contribution;
- (d) “Rate Schedule” means the approved daily rate the Care Providing SSM has negotiated with the child care provider for child care services;
- (e) “Parent” means an individual determined by the Resident SSM to be eligible for a child care Fee Subsidy based on the Province's income test;

- (f) "Parental Contribution" means the amount which the Parent is required to pay to the child care provider for licensed child care;
- (g) "Party" or "Parties" means one of Simcoe and Other CMSM, or both, as the context requires; and
- (h) "Resident SSM" means the Service System Manager for the geographical area in which the Parent resides.

2.2 Words used in this Agreement shall be interpreted consistently with their meaning as used in the CCEYA.

3. SCHEDULES FORMING PART OF THIS AGREEMENT

3.1 The following Schedules form part of this Agreement. The parties agree to comply with the terms, conditions and obligations contained in these Schedules and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules:

- (a) Schedule "A": Placements;
- (b) Schedule "B": Care Providing Service System Manager Obligations;
- (c) Schedule "C": Resident Service System Manager Obligations; and
- (d) Schedule "D": Payment.

4. TERM AND TERMINATION

4.1 This Agreement shall commence as of the Effective Date and shall continue in full force and effect until terminated in accordance with the provisions of this Agreement.

4.2 Each Party shall have the right to terminate this Agreement at their sole and absolute discretion without penalty or cause by providing sixty (60) days written notice to the other Party.

4.3 This Agreement may be terminated at any time without penalty or cause upon the written consent of both parties.

4.4 This Agreement may be terminated immediately by either Party ("Terminating Party") upon the Terminating Party giving written notice of termination to the other Party ("Contravening Party"), where:

- (a) the Contravening Party has failed to comply with a term of this Agreement and, despite having been given written notice of the failure by the Terminating Party, and a reasonable time to rectify the failure, the Contravening Party has failed to rectify the failure to the satisfaction of the Terminating Party within the time period specified by the Terminating Party in the Notice;
- (b) the Contravening Party has breached a material term of this Agreement; or
- (c) the Contravening Party has committed an act or omission which the Terminating Party reasonably believes could put the safety of individuals at risk or could threaten the integrity or reputation of the Terminating Party.

4.5 Upon termination of this Agreement, the terms and conditions of this Agreement shall survive and continue to be in full force and effect, as applicable and for such time and to the extent that is necessary, to govern the continuation of any placements of children who, at the time of termination, are already placed in a cross-jurisdictional placement pursuant to this Agreement. For greater certainty, and without limiting the foregoing, this survival of terms includes the survival of the right of either Party, in its sole and absolute discretion, to terminate any cross jurisdictional placement at any given time.

5. NOTICE

5.1 Any notice required to be given or served on either Party under this Agreement must be in writing and delivered personally, electronically, by fax transmission or by prepaid

registered mail, addressed to Simcoe or Other CMSM respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery and fax transmission or, in the case of a registered letter, on the third business day following the date of mailing,

SIMCOE:

County of Simcoe
Samantha Zuercher, Director Children's Services
Social and Community Services
Children & Community Services Department
Attn:
1110 Highway 26,
Midhurst, ON L9X 1N6
E-mail Address: Samantha.Zuercher@simcoe.ca

KAWARTHA LAKES:

Corporation of the City of Kawartha Lakes
Attn: Cheryl Faber, Director Human Services
Address 68 Lindsay St. North, Lindsay ON K9V 0S7
E-mail Address: cfaber@kawarthalakes.ca

or to such other addresses as either Party may designate by written notice to the other Party.

6. COMMUNICATION

6.1 The following individuals shall serve as contact persons for the day-to-day communications required between the parties in relation to this Agreement:

SIMCOE:

Name Kirsten McArthur
Title Program Supervisor
Phone number 705.722.3132 x1728
Email Kristen.McArthur@simcoe.ca

KAWARTHA LAKES:

Name Anne Kuipers
Title Program Supervisor
Phone: 705.324.9870 x3254
Email: akuipers@kawarthalakes.ca

6.2 Each SSM shall ensure the other SSM has the contact information of the staff authorized to approve cross-jurisdictional placements under this Agreement.

6.3 At any time during the Term, either Party may change its contact person information, as set out above, by providing the other Party with written notice of the change.

7. INDEMNITY

7.1 Each SSM ("Indemnifying Party") shall, both during and following the term of this Agreement, indemnify and hold harmless the other SSM ("Indemnified Party"), its Council members, employees, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon Indemnified Party and against all losses, liabilities, judgments, claims, suits, demands or expenses which Indemnified Party may sustain, suffer or be put to resulting from or arising out of the Indemnifying Party's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required to be performed by the Indemnifying Party, its agents and employees.

7.2 This indemnity shall survive the expiration or termination of this Agreement.

8 INSURANCE

8.1 Without restricting the generality of section 7.1, each Party shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the other Party. Each Party shall, at minimum, meet the following insurance requirements:

8.1.1 Commercial general liability ("CGL") insurance, naming the other Party as an additional insured, with limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use. This

coverage shall include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage, Owners and Contractors Protective Liability, and Non-Owned Automobile Liability coverage (minimum limit of one Million Dollars (\$1,000,000.00)) with blanket contractual liability.

8.1.2 Such coverage shall be maintained continuously from either the commencement of a Party's obligations under this Agreement or the signing of the Agreement, whichever is earliest. The policies must be endorsed to provide the other Party with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

8.1.3 Each party shall evidence all the above insurance on a standard Certificate of Insurance form and provide a copy to the other party.

9 CONFIDENTIALITY AND PRIVACY

9.1 Each Party ("Recipient Party") shall maintain the confidentiality of and shall not, except as required in order to carry out its obligations under this Agreement or where required by law, at any time during or following the Term of this Agreement, use, disclose, release, or permit the disclosure or release of any information disclosed by the other Party ("Disclosing Party") or any information communicated to or acquired by the Recipient Party in the course of this Agreement, without obtaining the prior written consent of the Disclosing Party.

9.2 The Parties acknowledge and agree that the information collected, used or disclosed pursuant to this Agreement is subject to the provisions of the *Personal Health Information Protection Act, 2004*, SO 2004, c 3, Schedule A, the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56, and all applicable federal, provincial or municipal laws, statutes, legislation, regulations, bylaws and standards relating to the collection, use or disclosure of information.

9.3 Each of the Parties shall:

9.3.1 Implement and maintain policies, procedures, and protocols to ensure the security of all information it receives, generates, or produces pursuant to and under this Agreement, including all personal information and personal health information. The Parties shall use appropriate safeguards, including without limitation, with respect to encryption and storing and retrieving files from secured locations, to prevent any unauthorized use or disclosure of such information, and shall immediately report to the other any unauthorized use or disclosure of the information it becomes aware of;

9.3.2 Ensure its personnel use secure passwords or other secure means to access the information required to conduct its obligations under this Agreement, including all personal information and personal health information, and that its personnel adhere to all applicable policies, procedures, and protocols to ensure the security of this information;

9.3.3 Ensure its data security practices implemented include, without limitation, establishing firewalls, virus software and anti-spyware on computers and servers;

9.3.4 Not disclose the information received, generated, or produced under this Agreement to its personnel unless the personnel have a need to know the information or access the information for the purpose of carrying out their obligations under this Agreement, or otherwise assist in connection with any rights, duties or obligations the Party may have under this Agreement, and provided that the personnel are bound by the same confidentiality obligations as set out in this Agreement; and,

9.3.5 To immediately notify the other Party in the event of any breach or potential breach of information, including personal information and personal health information, received, collected, used, or generated under this Agreement.

10 GENERAL PROVISIONS

10.1 A waiver of any term of this Agreement must be written and signed by the Party providing the waiver.

10.2 Neither Party shall assign this Agreement or any part thereof without the consent of the other Party.

- 10.3** This Agreement is governed by the laws of Ontario and the laws of Canada. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- 10.4** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of the Agreement and supersedes any and all prior agreements, undertakings, negotiations and discussions, whether oral or written, pertaining to the subject matter of this Agreement.
- 10.5** Any amendment to this Agreement shall be made by mutual agreement of the Parties in writing, and signed by the duly authorized signing officers for both Parties.
- 10.6** The Parties agree that they will at their own expense from time to time and at all times, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created by this Agreement.
- 10.7** The Parties may sign this Agreement by means of electronic signature, as provided for under the *Electronic Commerce Act, 2000*.
- 10.8** The Parties may deliver this Agreement by electronic or fax transmission and a fax or electronic copy has the same legally binding effect as an original.

- Signature Page Follows -

IN WITNESS WHEREOF Simcoe and Other CMSM have executed this Agreement by their duly authorized signing officers.

THE CORPORATION OF THE COUNTY OF SIMCOE

Samantha Zuercher
Director, Childrens Services
Date:

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Doug Elmslie
Mayor
Date:

Cathie Ritchie
Clerk
Date:

We have authority to bind the Corporation per Council
Resolution _____.

SCHEDULE "A"

PLACEMENTS

1. Placement Eligibility

- 1.1** A child deemed eligible for Fee Subsidy in the Resident SSM's geographical area shall be deemed eligible for a cross-jurisdictional placement under this Agreement.
- 1.2** A child will not be placed in a cross jurisdictional placement under this Agreement until the placement is approved by the Resident SSM and accepted by the Care Providing SSM and the commencement date for the placement has been confirmed by both SSMs to each other in writing.

2. Term of a Placement

- 2.1** The SSMs agree a cross-jurisdictional placement may continue as long as the child is approved for Fee Subsidy.

3. Early Withdrawal of a Placement

- 3.1.** In addition to each child care provider's early withdrawal policy, both SSMs agree to have a policy in place which stipulates that Parents in receipt of child care Fee Subsidy shall give no less than two (2) weeks' notice to the Care Providing SSM prior to withdrawing a child from care.
- 4.2** Where a SSM receives notice that a child in a cross-jurisdictional placement is being withdrawn from care, that SSM shall communicate this information to the other SSM immediately.

SCHEDULE “B”
CARE PROVIDING SERVICE SYSTEM MANAGER OBLIGATIONS AND RIGHTS

1. Obligations

- 1.1** The Care Providing SSM shall manage all aspects of the relationship with the child care provider, including compliance with the Care Providing SSM’s childcare enrolment policies (e.g., sharing attendance record with the Resident SSM, withdrawal with notice, etc.).
- 1.2** With respect to the child care provider providing care through a cross-jurisdictional placement under this Agreement, the Care Providing SSM shall:
- (a)** ensure it has a written agreement in place with the child care provider;
 - (b)** ensure that the child care provider holds a current, valid Ministry of Education License to operate;
 - (c)** provide a notification of approval for Fee Subsidy to the child care provider. The approval letter shall indicate that the child care provider will be reimbursed for the full fee, less the Parent Contribution and less the Canada-Wide Early Learning and Child Care (CWELCC) portion if applicable.
- 1.3** The Care Providing SSM shall advise the Resident SSM of the child care provider site details and Rate Schedule, and of any changes to the child care provider and/or child care provider fees which impact Parents currently involved under a cross-jurisdictional placement.

2. Rights

- 2.1** The fee subsidy payment policy regarding closures, non-operational and snow/inclement weather days shall be governed by the Care Providing SSM.
- 2.2** In its sole and absolute discretion, the Care Providing SSM may:
- (a)** refuse to accept a specific cross-jurisdictional placement at any given time;
 - (b)** terminate a specific cross-jurisdictional placement at any given time; and/or
 - (c)** place a hold on accepting additional cross-jurisdictional placements.

SCHEDULE “C”
RESIDENT SERVICE SYSTEM MANAGER OBLIGATIONS AND RIGHTS

1. Obligations

- 1.1 The Resident SSM shall advise the Care Providing SSM of any fee caps established by the Resident SSM which are applicable to cross-jurisdictional placements.
- 1.2 The Resident SSM shall manage all aspects of its relationship with the Parent, including but not limited to:
 - (a) the eligibility for child care Fee Subsidy;
 - (b) approval for a cross-jurisdictional placement; and,
 - (c) case management.
- 1.3. The Resident SSM shall advise the Care Providing SSM of the placement start date, end date, days and hours of care approved, and the Parental Contribution amount. The Resident SSM shall further advise the Care Providing SSM of any changes to the Parental Contribution amount which may impact a Parent involved under a current cross-jurisdictional placement.
- 1.4 The Resident SSM will be responsible for managing changes to a placement with the Parent in cases where the child care provider becomes non-operational.

2. Rights

- 2.1 In its sole and absolute discretion, the Resident SSM may:
 - (a) refuse to approve a specific cross-jurisdictional placement at any given time;
 - (b) terminate a specific cross-jurisdictional placement at any given time; and/or
 - (c) place a hold on approving additional cross-jurisdictional placements.

SCHEDULE "D" PAYMENT

1. Each SSM shall maintain accurate and complete financial records related to monies paid and received under this Agreement; and shall make the records available to the other Party upon reasonable notice.
2. **Care Providing SSM**
 - 2.1 The Care Providing SSM shall determine the Rate Schedule to be paid to a child care provider.
 - 2.2 On a monthly basis, for each cross-jurisdictional placement under this Agreement, the Care Providing SSM will:
 - (a) provide to the Resident SSM required attendance records, including days of attendance, sick/absent, vacation days, and any other records as required by the Resident SSM;
 - (b) pay the child care provider the Parent's Fee Subsidy amount; and
 - (c) submit an invoice to the Resident SSM for the total amount paid out for cross-jurisdictional placements on behalf of the Resident SSM.
3. **Resident SSM**
 - 3.1 Where the Resident SSM has a maximum rate/cap established, the Resident SSM is responsible to pay the full daily rate invoiced and paid by the Care Providing SSM to the child care provider.
 - 3.2 At a mutually agreed upon frequency, for each cross-jurisdictional placement under this Agreement, the Resident SSM will:
 - (a) review the submitted attendance records; and
 - (b) pay the invoice(s) for the cross-jurisdictional placements from the Care Providing SSM within thirty (30) days of receipt.
 - 3.3 Where an overpayment by the Resident SSM is calculated for any reason, the Resident SSM will assume the overpayment amount and make arrangements with the Parent to recover the outstanding balance in accordance with the Resident SSM's own policy.
4. **Parental Contributions**
 - 4.1 The Resident SSM shall ensure Parents are aware Parental Contributions are paid by the Parent under this Agreement directly to the child care provider.