Children's Aid Societies of Ontario
Accountability Agreement

Fiscal Year 2014-15/2015-16

TABLE OF CONTENTS

1.0 Purpose 4
2.0 Definitions & Interpretation 4
2.1 Definitions 4
2.2 Interpretation 6
3.0 Application and Term of Agreement 6
4.0 Amendments to the Agreement 7
5.0 Roles and Responsibilities 7
5.1 Both Parties 7
Both parties will collaborate and cooperate to: 7
5.2 Ministry 8
5.3 Children's Aid Society 8
6.0 Performance Obligations 10
6.1 Service Plans 10
6.2 Child Welfare Performance Indicators 11
6.3 Society Performance Management Processes 11
7.0 Funding 12
7.1 Provision of Funding 12
7.2 Balanced Budget Plan 12
7.3 Year-End Reconciliation 13
7.4 Extraordinary Unexpected Expenditures 13
8.0 Representations, Warranties and Covenants 13
8.1 Governance 13
8.2 Services 14
8.3 Supporting Documents 14
9.0 General Provisions 14
9.1 Auditor General 14
9.2 Service of Notice 14
9.3 Effective Date of Notice 15
9.4 Invalidity or Unenforceability of Any Provision 15
9.5 Terms and Conditions 15

9.6 Waiver 15
9.7 Parties Independent 15
9.8 Express Rights and Remedies Not Limited 15
9.9 Governing Law 16
9.10 Further Assurances 16
9.11 Counterparts 16
9.12 Entire Agreement 16
9.13 Signatures 17

ACCOUNTABILITY AGREEMENT

THIS AGREEMENT for the fiscal years 2014-15/2015-16 dated as of the 30th day of November, 2014 ("**Effective Date**")

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Children and Youth Services

(the "**Minister**")

- and –

The Children's Aid Society of Hamilton.

("**Children's Aid Society**" or the "**Society**")

WHEREAS the Minister of Children and Youth Services (the "**Minister**") has designated the Society to provide the functions set out in subsection 15(3) of the Child and Family Services Act (the "**CFSA**" or the "**Act**"), in a designated territorial jurisdiction.

WHEREAS the functions of the Society set forth in subsection 15(3) of the Act are as follows: (a) investigate allegations or evidence that children who are under the age of sixteen years or are in the society's care or under its supervision may be in need of protection; (b) protect, where necessary, children who are under the age of sixteen years or are in the society's care or under its supervision; (c) provide guidance, counselling and other services to families for protecting children or for the prevention of circumstances requiring the protection of children; (d) provide care for children assigned or committed to its care under the Act; (e) supervise children assigned to its supervision under the Act; (f) place children for adoption under Part VII of the Act; and (g) perform any other duties given to it by the Act or any other Act of the provincial legislature.

WHEREAS the Society will be receiving Ministry of Children and Youth Services ("**Ministry**") approved funding to provide the functions set forth in subsection 15(3) of the Act in its designated territorial jurisdiction.

WHEREAS Regulation 70, pursuant to the CFSA, requires that every society shall enter into an accountability agreement with the Minister as a term and condition of funding and that the Board of Directors of the Society shall approve the Accountability Agreement.

WHEREAS Regulation 70 provides, further, that an accountability agreement may also include the following: (i) a requirement that the society report information that the Minister requests and that it does so in a form approved by the Minister and on a date fixed by the Minister; (ii) performance goals, objectives and obligations for the Society; (iii) performance standards,

targets and measures for the society;(iv) a performance management process for the society; and (v) such other terms related to service quality, good governance, fiscal responsibility and achieving value for money through efficient and effective service delivery, as determined to be necessary by the Minister.

WHEREAS the Society and the Minister share the goal of creating a sustainable system of child welfare that respects Aboriginal cultures and is supportive of the goals Aboriginal people have for their children and their communities.

WHEREAS the Society and the Minister share the vision of a modernized child welfare system providing integrated child-focused services fully aligned with the broader network of children's services to improve outcomes for children and youth in which Aboriginal children, whether on-reserve or off-reserve will have access to services that reflect their needs and are delivered in ways that respect their culture, heritage, and traditions.

WHEREAS an additional purpose of the CFSA is "to recognize that Indian and native people should be entitled to provide, wherever possible, their own child and family services, and that all services to Indian and native children and families should be provided in a manner that recognizes their culture, heritage, traditions and the concept of the extended family".

AND WHEREAS Part X of the Act enables Indian bands and native communities to establish and provide their own services, recognizes the concept of customary care, and provides for consultation between children's aid societies and bands or native communities when providing services to Indian or native children under the Act.

NOW THEREFORE, the parties hereto agree as follows:

1.0 Purpose

In a spirit of shared purpose and engagement in promoting the best interests, protection and wellbeing of children, the purpose of this Agreement is to set out accountability requirements and promote continuous improvement by outlining the respective roles and responsibilities of the Ministry and Societies, and setting out clear performance expectations for Societies.

2.0 Definitions & Interpretation

2.1 Definitions

The following terms have the following meaning in this Agreement:

(a) "**Accountability Agreement**" or "**Agreement**" means this Agreement entered into between the parties and all schedules and attachments to this Agreement and any instrument amending this Agreement.

(b) "**Act**" or "**CFSA**" means the *Child and Family Services Act (Ontario)* as it may be amended from time to time.

(c) "**Approved Budget Allocation**" means an amount of funding determined in accordance with a funding model developed by the Minister.

(d) "**Balanced Budget**" means that, in each fiscal year of the term of this agreement, the Society operates within its Approved Budget Allocation.

(e) "**Balanced Budget Plan**" means a plan for spending no more than the Approved Budget Allocation on Eligible Expenditures that satisfies the functions required to be provided under the Act and in the format provided by the Ministry in the Budget Package.

(f) "**Board**" means the body of elected or appointed members who are responsible for the governance of the Society.

(g) "**Children's Aid Society**" or "**Society**" or "CAS" means an approved agency designated by the Minister under subsection 15(2) of the Act, for a specified territorial jurisdiction and for any or all of the functions set out in subsection 15(3) of the Act.

(h) "**Community**" means the specified territorial jurisdiction for which a Society was designated under subsection 15(2) of the Act.

(i) **"Child Protection Information Network"** or **"CPIN"** means the province-wide single information system developed by the Ministry for all Societies.

(j) **"Cyclical Reviews"** refer to periodic reviews of all children's aid societies in Ontario. The purpose of cyclical reviews is to support continuous improvement at the society and sector level by determining where performance meets expectations, identifying strengths and/or challenges that require attention and sharing promising practices and documenting systemic issues across the sector.

(k) "**Eligible Expenditures**" means the expenditure chart of accounts provided by the Ministry that are eligible for funding and on which the Society is permitted to spend its Approved Budget Allocation. **Eligible Expenditures** must comply with the requirement under the Transfer Payment Accountability Directive, Broader Public Sector Expenses and Procurement Directives, and Ministry transfer payment policies. For greater certainty, Eligible Expenditures under this Agreement **exclude**: expenditures pertaining to major capital projects; expenditures pertaining to the design, development or enhancement of an information system that has similar functionalities as those of CPIN; expenditures pertaining to Ministry approved one-time amalgamation costs; and other expenditures as determined by the Ministry.

(l) "**Funding Model**" means a funding model developed by the Minister to determine a Society's Approved Budget Allocation under subsection 15.1(2) of Regulation 70.

(m) "**Indian**" and "**native community**" have the same meaning as in the definitions in section 3 of the *Child and Family Services Act.*

(n) **"Performance Goals and Objectives"** means the goals and objectives set by a Society based on the Society's strategic priorities and as identified in its **Service Plan** or jointly set by and agreed to by the Society and the Ministry. Performance goals and objectives are measureable and will be used by the Board to evaluate a Society's performance.

(o) **"Performance Obligations"** means performance requirements that a Society is required to comply with, as set out by legislation, regulations, standards, and directives, as well as any strategic priorities and directions set by the Ministry or by a Society.

(p) "**Performance Management Process**" refers to the process for identifying and responding to any Society performance and compliance issues that may arise. This includes actions that the Ministry may require or actions that the Society may undertake to address the issues.

(q) "**Performance Standards, Targets and Measures**" refers to the metrics by which progress towards meeting performance obligations, goals and objectives are evaluated.

(r) "**Regulation 70**" means the general regulation that has been promulgated under the Act.

(s) "**Service Plan**" means a plan developed, approved and implemented by a Society's Board that meets Ministry requirements outlined in Section 6.1.

2.2 Interpretation

Words in the singular include the plural and vice-versa. Words in one gender include both genders. The headings do not form part of the Agreement. They are for convenience of reference only and will not affect the interpretation of the Agreement.

3.0 Application and Term of Agreement

This Agreement is an accountability agreement for the purposes of section 15.3 of Regulation 70.

This Agreement only applies to the funding provided by the Ministry to the Society under section 19 of the CFSA.

The Agreement does not apply to or supersede other funding or contractual arrangements that the Society may have with:

- Her Majesty The Queen in right of Ontario, including other funding provided by the Ministry and funding from ministries other than the Ministry;
- Other levels of Government; and/or
- Other funders.

This Agreement shall be in effect for the 2014-15 and 2015-16 fiscal years. This Agreement will remain in effect until it is replaced by a subsequent Agreement.

4.0 Amendments to the Agreement

In Year 1 (2014-15), this Agreement is a standard agreement (i.e., the requirements are the same for all Societies).

In Year 2 of this Agreement (2015-16), the Agreement may be amended for the purposes of introducing individualized Society-specific performance requirements based on discussion between the parties. Such requirements could include performance improvement goals, objectives and/or targets resulting from assessment mechanisms such as provincial performance indicators and/or Cyclical Reviews.

5.0 Roles and Responsibilities

5.1 Both Parties

Both parties will collaborate and cooperate to:

(a) facilitate the Society's fulfillment of requirements of this Agreement; develop clear and achievable performance obligations, and identify risks to performance;

(b) establish clear lines of communication and responsibility; and

(c) work diligently to resolve issues in a proactive and timely manner.

5.2 Ministry

The Ministry is responsible for the following with respect to child welfare services:

(a) developing the legislative, regulatory and policy framework, and setting strategic directions;

(b) leading system design, program development and implementation planning;

(c) setting the accountability approach including tools and mechanisms to support responsive and responsible governance, service delivery, organizational capacity and continuous improvement;

(d) establishing priorities, targets, standards, and reporting requirements for service quality, outcomes and performance, including performance obligations;

(e) engaging with the sector, including both the Association of Native Child and Family Services Agencies of Ontario and the Ontario Association of Children's Aid Societies, as appropriate in conducting the activities outlined in (a) through (d);

(f) setting funding policy and allocating resources to societies according to funding policy and the annual funding envelope, and establishing financial reporting requirements;

(g) monitoring and oversight of province-wide child welfare services delivered through societies and within the context of applicable legislation, regulations, policy directives and resource allocations;

(h) monitoring performance and outcomes for the system;

(i) monitoring that appropriate mechanisms are in place for managing risk while avoiding undue administrative processes and burden on Societies;

(j) assessing societies and responding to the results of these assessments, where required; and

(k) providing information on results to the broader public in a transparent manner.

5.3 Children's Aid Society

The Society is responsible for the following:

(a) delivering child welfare services in compliance with provincial legislation, regulation, policies, policy directives and approved budget allocations;

(b) delivering child welfare services to Indian and native children and families in a manner that should recognize their culture, heritage and traditions and the concept of the extended family;

(c) setting the Society's mission, vision and values;

(d) developing and implementing internal policies, strategies, goals and objectives to achieve the Society's mission, vision and values, within the context of local needs as informed by community stakeholders;

(e) providing strategic direction and implementing its Service Plan within the provincial framework set by applicable legislation, by the government, and within the context of local needs as informed by community stakeholders;

(f) developing and managing the Society's Board-approved Balanced Budget Plan to facilitate the delivery of services within the approved budget allocation;

(g) engaging in system planning and implementation at a community and provincial level;

(h) setting and monitoring local priorities for service quality, outcomes and performance within the context of provincial directions and local circumstances;

(i) measuring and monitoring its performance and outcomes for children, youth and families against performance obligations using metrics set by the Board and Ministry;

(j) ensuring the realization of continuous improvement in service quality and its organizational performance through the establishment and reinforcement of learning and a quality improvement culture that includes the development of performance obligations and performance standards, targets and measures under this Agreement;

(k) ensuring comprehensive performance management processes are in place at all levels of the Society, to monitor outcomes and performance, and drive continuous improvement;

(l) achieving performance goals and objectives, and meeting the performance obligations under this Agreement;

(m) developing and managing child protection services and partnerships through engagement with the community and stakeholders, including

bands and native communities, that builds understanding, ensures transparency and promotes the well-being and protection of children in the community; and

(n) complying with strategic initiatives, including but not limited to the implementation of CPIN and any data collection initiatives, as well as Ministry reporting requirements, compliance and review processes.

6.0 Performance Obligations

6.1 Service Plans

(a) In 2014-15, the Society shall develop a Service Plan for 2015-16/2016-17 that shall be approved by its Board. The Service Plan must be developed within the context of the Society's multi-year planning allocations for future years.

(b) For the purposes of developing the Service Plan, the Society acknowledges that the planning allocations:

(i) are planning amounts only;

(ii) are provided solely for the purposes of planning;

(iii) are subject to confirmation based on updates to the data inputs for the funding model and the Ministry's decision on the funding envelope for Societies; and

(iv) may be changed at the discretion of the Ministry.

(c) The Society will proactively manage the risks associated with the multi-year budget planning process and the potential changes to the planning allocations.

(d) Upon receipt of the Approved Budget Allocation for 2015-16, the Society shall update the Service Plan as required.

(e) The minimum requirements for the Service Plan include:

(i) the Society's strategic goals and objectives, that are developed in the context of local needs as informed by community stakeholders, its performance obligations and performance management processes;

(ii) a plan for delivering services within its Approved Budget Allocation, Balanced Budget Plan and multi-year planning allocations;

(iii) how the Society will measure, monitor and evaluate its progress towards achieving its goals and objectives, ministry priorities and performance obligations to enable its performance and incorporate continuous improvement; and

(iv) mechanisms to ensure that the Board receives regular reporting to evaluate the Society's progress towards achieving its Service Plan.

(f) The Society shall meet with the Ministry to discuss the Service Plan as part of regular business practices.

6.2 Child Welfare Performance Indicators

(a) The Society will collect, and provide to the Ministry upon request, validated performance indicator data selected from the existing suite of 26 provincial performance indicators and additional performance indicators created through collaboration with the sector.

(b) Reported performance indicator data shall be in a format to be specified by the Ministry and adhere to set definitions.

(c) The Society will begin to analyse and interpret performance indicator results in 2014-15 to inform quality improvement planning for Society Performance Management Processes.

6.3 Society Performance Management Processes

A Society will develop an internal Performance Management Process that permits the Society to:

(a) identify internal performance and/or compliance issues related to provincial and/or society based standards or procedures, including performance goals and objectives and performance obligations;

(b) take corrective action to respond to the performance and/or compliance issues identified;

(c) monitor and evaluate the response to ensure the performance and/or compliance issue has been addressed to a satisfactory level; and

(d) identify areas of high performance and opportunities to share promising practices with other Societies for sector quality improvement.

7.0 Funding

7.1 Provision of Funding

The Ministry will:

(a) determine the Approved Budget Allocation of the Society in accordance with the child welfare Funding Model. This Funding Model allocates funds based on the need for child welfare services, as measured by community socio-economic and volume-based factors.

(b) provide the Society with an Approved Budget Allocation for the purpose of delivering the functions defined under subsection 15(3) of the Act.

The Society will:

(c) spend the Approved Budget Allocation solely in performing its functions under subsection 15(3) of the Act;

(d) operate within its Approved Budget Allocation and in accordance with its Board-approved Balanced Budget Plan;

(e) comply with the government's and the Ministry's transfer payment policies.

7.2 Balanced Budget Plan

(a) A Society shall submit to the Ministry a plan for spending the Approved Budget Allocation of that Society that:

(i) shall not exceed the Approved Budget Allocation for the Society, and

(ii) shall be submitted on or before the date specified by the Ministry and,

(iii) shall be in the format specified by the Ministry in the Budget Package.

7.3 Balanced Budget Fund

Under certain circumstances there will be a process as defined by the Ministry, by which an eligible Society may access their prior years' surpluses to balance their budgets. The Ministry will review the eligibility criteria for accessing prior year surpluses on an annual basis and may make revisions if necessary.

7.4 Year-End Reconciliation

Year-end reconciliation will be addressed in the manner outlined in section 15.2 of Regulation 70.

7.5 Extraordinary Unexpected Expenditures

In the event that the Society incurs significant extraordinary and unexpected expenditures in fulfilling its responsibilities under the CFSA that were not foreseen when preparing its Balanced Budget Plan, the Ministry and Society will engage in dialogue about the unexpected financial pressure that has resulted from such expenditures.

8.0 Representations, Warranties and Covenants

8.1 Governance

CASs are independent legal entities accountable to the communities they serve through governance by local, volunteer boards of directors or Indian bands. The Ministry recognizes that in some CASs governance capacity may be under development through initiatives led by the sector. All Societies must demonstrate effort towards building and strengthening governance capacity. The following section outlines minimum expectations for good governance practice:

(a) The Society shall maintain policies, procedures and/or bylaws as appropriate that:

(i) include a code of conduct and ethical responsibilities for all persons at all levels of the Society;

(ii) enable the ongoing effective functioning of the Society;

(iii) facilitate effective and appropriate decision-making by the Society;

(iv) contribute to effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;

(v) contemplate the prudent and effective management of the Approved Budget Allocation;

(vi) facilitate the accurate and timely fulfillment of the Society's obligations under this Agreement and the Act;

(vii) enable the preparation, approval and delivery of all reports required under the Act or Regulation 70, or in this Agreement; and,

(viii) address complaints about the provision of services, the management or governance of the Society.

(b) The Society shall ensure that:

(i) its Board receives regular reporting with respect to the monitoring and evaluation of the Society's progress towards meeting the provisions of this Agreement.

8.2 Services

The Society shall ensure that its services are and will continue to be provided by persons with the expertise, qualifications, licensing and skills necessary to complete their respective tasks.

8.3 Supporting Documents

Upon request, the Society will provide the Ministry and any Ministry staff with information on the matters referred to in this Agreement.

9.0 General Provisions

9.1 Auditor General

The Ministry's rights under this Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 (Special Audits) of the Auditor General Act, R.S.O. 1990, c.A.35.

9.2 Service of Notice

Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepaid (not with return receipt requested), or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing.

All notices shall be addressed as follows:

To the Ministry		**To the Recipient:**	
Ministry of Children and Youth Services		**The Children's Aid Society of Hamilton**	
Address:	**119 King Street West 7th Floor Hamilton, ON L8P 4Y7**	Address:	**26 Arrowsmith Road P.O. Box 1170, Depot 1 Hamilton, ON L8N 4B9**
Attention:	**Arlene Berday Regional Director**	Attention:	**Marg Bowman Board President**
Telephone:	**905-521-7318**	Telephone:	**905-522-1121**

9.9 Governing Law

The Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the Government of Ontario and the federal laws of Canada applicable therein.

9.10 Further Assurances

The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

9.11 Counterparts

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.12 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and Agreements.

Fax:	**905-546-8277**		**905-572-6465**

9.3 Effective Date of Notice

All notices shall be effective:

(a) At the time the delivery is made when the notice is delivered personally, by courier or by fax; and

(b) Seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

9.4 Invalidity or Unenforceability of Any Provision

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

9.5 Terms and Conditions

Any consent or approval that the Ministry may grant under this Agreement is subject to such terms and conditions as the Ministry may require.

9.6 Waiver

A party may only rely on a waiver of the party's failure to comply with any term of the Agreement if the other party has provided a written and signed notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

9.7 Parties Independent

The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venture, partner or employee of the other. No representations shall be made or acts taken by either party that could establish or imply any apparent relationship of the Society, joint venture, partnership or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

9.8 Express Rights and Remedies Not Limited

The express rights and remedies of the Ministry are in addition to and will not limit any other rights and remedies available to the Ministry at law or in equity. For further certainty, the Ministry has not waived any provision of any applicable statute, including the Act, nor the right to exercise its right under these statutes at any time.

9.13 Signatures

IN WITNESS WHEREOF this Agreement has been signed by authorized representatives on behalf of the Minister and the Society.

Signed, sealed and delivered on the 30th of November, 2014.

Arlene Berday, Director, West Region (ON BEHALF OF ONTARIO)	(WITNESS)
(SIGNATURE)	(SIGNATURE)

I sign below as a representative of the Society, not in my personal capacity, and I represent that I have authority to bind the Society.

Margaret Bowman (PRESIDENT OF THE BOARD)	(SIGNATURE)
Victoria Walzak (BOARD MEMBER	(SIGNATURE)
Dominic Verticchio (EXECUTIVE DIRECTOR)	(SIGNATURE)