

Bill No. 442  
2013

By-law No. A.- \_\_\_\_\_

A By-law to approve and adopt the standard form Children's Services Funding Agreement and to delegate authority to the Managing Director, Neighbourhood Children and Fire Services as Administrator, *Day Nurseries Act* to insert information and execute agreements which employ this form.

WHEREAS pursuant to section 2.2 of the *Day Nurseries Act*, and Ontario Regulation 137/99, the City has been designated as the delivery agent for the geographic area of "City of London and County of Middlesex";

AND WHEREAS the City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Education ("Ontario") have entered into an agreement ("Provincial Agreement") in which the City agrees to provide services with respect to the *Day Nurseries Act*, which are funded under the *Day Nurseries Act* and/or the *Ministry of Community and Social Services Act*, R.S.O. 1990, c. M.20;

AND WHEREAS subsection 66.1(2) of R.R.O. 1990, Regulation 262 ("Regulation 262") prescribes the services respecting the provision of which the Minister may enter into agreements with delivery agents for the purposes of section 7.2(1) of the *Day Nurseries Act*;

AND WHEREAS subsection 3(2) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to day nurseries, and in subsection 3(3) that a delivery agent may enter into an agreement with the operator of a day nursery for the furnishing of day nursery services for such children as is agreed upon, and the administrator may make expenditures as are necessary for the purpose;

AND WHEREAS subsection 4(1) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to any person providing private-home day care, and in subsection 4(2) that a delivery agent may enter into an agreement with any person for the furnishing of private-home day care, and the administrator may make expenditures as are necessary for that purpose;

AND WHEREAS s. 82 of Regulation 262 provides that a delivery agent may enter into an agreement with a municipality or other person for the provision of resource centres, special needs of handicapped children, funding to participants in employment assistance activities under the *Ontario Works Act, 1997*, and children's recreation programs;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The standard form Children's Services Funding Agreement to be entered into between The Corporation of the City of London and individuals or corporations who have applied to the City for funding, attached as Schedule "1" to this by-law, is approved and adopted as the standard form for all such agreements.

2. The Managing Director, Neighbourhood, Children and Fire Service as Administrator, *Day Nurseries Act* or her/his respective written designate, is authorized to complete the standard form agreement approved under section 1, above.

3. This by-law shall come into force and effect on December 1, 2013.

PASSED in Open Council November 5, 2013.

Joe Fontana  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 5, 2013  
Second Reading – November 5, 2013  
Third Reading – November 5, 2013

## SCHEDULE 1

THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

### CHILDREN'S SERVICES FUNDING AGREEMENT

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter called "the City")

and

**[insert name of AGENCY]**  
(hereinafter called the "Agency")

**WHEREAS** pursuant to section 2.2 of the *Day Nurseries Act*, and Ontario Regulation 137/99, The City has been designated as the delivery agent for the geographic area of "City of London and County of Middlesex";

**AND WHEREAS** pursuant to section 7.2 of the *Day Nurseries Act*, the Minister of Children and Youth Services and the Minister of Education (or such other member of the Executive Council as may be designated under the *Executive Council Act* to administer the *Day Nurseries Act*) may enter into agreements with municipalities, delivery agents or other persons respecting the provision of prescribed services, and financial assistance to persons who are charged fees in respect of extended day programs;

**AND WHEREAS** the *Ministry of Community and Social Services Act*, provides in section 12 that the Minister of Community and Social Services or the Minister of Education (or such other member of the Executive Council as may be designated under the *Executive Council Act* to administer this Act) may enter into agreements with municipalities respecting the provision of social services and community services including items, facilities and personnel relating thereto upon such terms and conditions as may be agreed and he or she may direct out of money appropriated by the Legislature for the payment of such expenditures as are necessary for such purposes;

**AND WHEREAS** The City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Education ("Ontario") have entered into an agreement ("Provincial Agreement") in which The City agrees to provide services with respect to the *Day Nurseries Act*, which are funded under the *Day Nurseries Act* and/or the *Ministry of Community and Social Services Act*, R.S.O. 1990, c. M.20

**AND WHEREAS** subsection 66.1(2) of R.R.O. 1990, Regulation 262 ("Regulation 262") prescribes the services respecting the provision of which the Minister may enter into agreements with delivery agents for the purposes of section 7.2(1) of the *Day Nurseries Act*;

**AND WHEREAS** the provision of resource centres that provide information, public education, consultation, supports and services to individuals, including parents, with respect to the care they give to children is a prescribed service under s. 66.1(2) paragraph 3 of Regulation 262;

**AND WHEREAS**, with respect to the special needs of handicapped children, the provision of staff, equipment, supplies or services,

- i. in a place where private-home day care is provided,
- ii. in a place where a children's recreation program is provided in accordance with the prescribed service mentioned in paragraph 8, or,
- iii. in a day nursery

is a prescribed service under s. 66.1(2) paragraph 4 of Regulation 262, where "handicapped child" is defined in Regulation 262 to mean "a child who has a physical or mental impairment that is likely to continue for a prolonged period of time and who as a result thereof is limited in activities pertaining to normal living as verified by objective psychological or medical findings and includes a child with a development disability";

**AND WHEREAS** the provision of day nursery services by a day nursery is a prescribed service under s. 66.1(2) paragraph 5 of Regulation 262;

**AND WHEREAS** the provision of private-home day care by a private-home day care agency is a prescribed service under s. 66.1(2) paragraph 6 of Regulation 262;

**AND WHEREAS** the provision of funding to participants in employment assistance activities under the *Ontario Works Act, 1997* for the care of a child less than 12 years of age or a handicapped child less than 18 years of age, where the child care is provided to enable the participants to so participate, is a prescribed service under s. 66.1(2) paragraph 7 of Regulation 262;

**AND WHEREAS** the provision of children's recreation programs for children who are at least six years of age but less than 13 years of age, or for handicapped children who are at least six years of age but less than 18 years of age that provide supervision for children and may include activities such as sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education, is a prescribed service under s. 66.1(2) paragraph 8 of Regulation 262, where "children's recreation program" is defined in Regulation 262 to mean a program operated by a children's recreation service provider listed in the Schedule to Regulation 797, made pursuant to the *Ministry of Tourism and Recreation Act, R.S.O. 1990, c.M.35* of the Revised Regulations of Ontario, 1990;

**AND WHEREAS** subsection 67.1 of Regulation 262 and the Provincial Agreement sets out the amount payable by the Province to a delivery agent:

**AND WHEREAS** subsection 3(2) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to day nurseries, and in subsection 3(3) that a delivery agent may enter into an agreement with the operator of a day nursery for the furnishing of day nursery services for such children as is agreed upon, and the administrator may make expenditures as are necessary for the purpose;

**AND WHEREAS** subsection 4(1) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to any person providing private-home day care, and in subsection 4(2) that a delivery agent may enter into an agreement with any person for the furnishing of private-home day care, and the administrator may make expenditures as are necessary for that purpose;

**AND WHEREAS** subsection 19(1) of the Act provides that an application for assistance towards the cost of services provided in a day nursery on behalf of persons in receipt of such services may be made,

- (a) where the services are provided in a day nursery operated under an agreement entered into under subsection 3(3), to the person who plans and directs the programs of the day nursery and who is in charge of the children;
- (c) to any person or class of persons designated in writing by the Minister;

**AND WHEREAS** s. 82 of Regulation 262 provides that a delivery agent may enter into an agreement with a municipality or other person for the provision of resource centres, special needs of handicapped children, funding to participants in employment assistance activities under the *Ontario Works Act, 1997*, and children's recreation programs;

**AND WHEREAS** the Agency provides one or more of the services prescribed in Regulation 262;

**NOW THEREFORE IN CONSIDERATION OF** the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency hereby agree as follows:

## **1.0 DEFINITIONS**

1.1 In this Agreement and all Schedules to this Agreement, the following terms are defined:

"Administrator" means the person appointed by the City as the administrator under the Day Nurseries Act, or their designate;

"Children's Recreation Program" means a program operated by a children's recreation service provider listed in the Schedule to Regulation 797 of the Revised Regulations of Ontario, 1990, for children who are at least six years of age but less than 13 years of age, or for Handicapped Children who are at least six years of age but less than 18 years of age, that provide supervision for children and may include activities such as sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education;

“City Staff” means the City staff that administer this Agreement for children’s services;

“Day Nurseries Act” means the *Day Nurseries Act*, R.S.O. 1990, C. D.2 as amended, and Regulations thereunder, as amended from time to time, and includes any successor legislation;

“Day Nursery” means a premises that receives more than five children who are not of common parentage, primarily for the purpose of providing temporary care, or guidance, or both temporary care and guidance, for a continuous period not exceeding twenty-four hours, where the children are,

(i) under eighteen years of age in the case of a day nursery for children with a Developmental Disability; and

(ii) under ten years of age (or under thirteen years of age in special circumstances) in all other cases;

but does not include,

(iii) part of a public school, separate school or private school within the meaning of the *Education Act* or part of a school continued or established under section 13 of the *Education Act*;

“Day Nursery Operator” means a person who has control or management of a Day Nursery and “operate” has a corresponding meaning;

“Developmental Disability” means a condition of mental impairment present or occurring during a person’s formative years, that is associated with limitations in adaptive behaviour;

“Eligible Parent” means a person who has been determined by City Staff to be a person eligible for assistance with the cost of child care under the Day Nurseries Act and who has lawful custody of the child or who has demonstrated a settled intention to treat the child as a child of his or her family;

“General Operating Grant” means funding provided to licensed Day Nursery Operators and/or licensed Private-Home Day Care Operators to assist with the Operating Costs associated with the provision of Day Nursery services;

“Guidelines” means all applicable guidelines of the Ministry with respect to the provision of services under this Agreement, as amended or replaced from time to time;

“Handicapped Child” means a child who has a physical or mental impairment that is likely to continue for a prolonged period of time and who as a result thereof is limited in activities pertaining to normal living as verified by objective psychological or medical findings and includes a child with Developmental Disability, and Handicapped Children has a corresponding meaning;

“Licensed Capacity” means the number and age groups of child care spaces for which the Day Nursery and/or the Private-Home Day Care is licensed by the Ministry of Education.

“Market Rate” means the actual rates that the Agency charges for the provision of Day Nursery services for any child;

“Ministry” means the Ministry of Education and/or the Ministry of Children and Youth Services, and their successors;

“Operating Capacity” means the number and age groups of child care spaces for which the Day Nursery and/or Private-Home Day Care is normally staffed;

“Operating Cost” means the gross expenditure, including administrative costs, reasonable and necessary for providing the services, less income other than revenue from fees;

“Operating Criteria” means the operating criteria and other relevant policies of the City’s Neighbourhood, Children and Fire Services Division, as posted on the City’s website and as amended or replaced from time to time;

“Paid Days Away” means days on which a child is scheduled to be in attendance at a Day Nursery or Private-Home Day Care Centre but is absent due to vacation or illness for which the City will pay the Per Diem to the Day Nursery or the Private-Home Day Care Operator.

“Parental Contribution” means the daily fee, as calculated by the City, that the Eligible

Parent is required to pay to the Agency.

“Per Diem” means an amount calculated in accordance with the cost-sharing provisions in Regulation 262 made pursuant to the *Day Nurseries Act* and:

- (i) where an Eligible Parent is entitled to a full subsidy for the cost of child care under the *Day Nurseries Act* or Council policy, a daily rate that is the Market Rate of the Agency as approved by the **Administrator**; or
- (ii) where an Eligible Parent is not entitled to a full subsidy but is entitled to assistance under the *Day Nurseries Act*, a daily rate determined by the **Administrator** taking into account factors such as the Market Rates of the Agency and of other child care operators, available municipal funding, and the Agency’s budget;

“Private-Home Day Care” means the temporary care for reward or compensation of five children or less who are under ten years of age (or under thirteen years of age in special circumstances) 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 hours;

“Private-Home Day Care Operator” means a person who has control or management of a Private-Home Day Care agency;

“Quality Assessment and Improvement Program” means a program approved by the Administrator relating to the assessment and continuous improvement of Day Nursery and/or Private-Home Day Care service delivery standards, and as posted on the City’s website and as amended or replaced from time to time;

“Resource Centre” means a resource centre that provides information, public education, consultation, supports and services to individuals, including parents, with respect to the care they give to children;

“Resource Centre Program” means a program to provide a Resource Centre;

“Site” means the location, approved in writing by the Administrator, at which the services are offered, and “Sites” has a corresponding meaning;

“Special Needs Resourcing” means, with respect to the special needs of Handicapped Children, the provision of staff, equipment, supplies or services,

- i. in a place where private-home day care is provided,
- ii. in a place where a Children's Recreation Program is provided, or
- iii. in a day nursery.

“Subsidized Child” means a child of an Eligible Parent that qualifies for services under the *Day Nurseries Act* and is approved by the City;

- 1.2 Any word or term not defined in this Agreement that is defined in *the Day Nurseries Act* or its Regulations shall have the meaning ascribed to in *the Day Nurseries Act* or the Regulations.

## 2.0 SCHEDULES FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

- 2.1 The following Schedules, marked with an "X", form part of this Agreement:

☐ Schedule A: Day Nursery Fee Subsidy Requirements

☐ Schedule A1: Day Nursery General Operating Grant

☐ Schedule B: Private-Home Fee Subsidy Day Care Requirements

☐ Schedule B1: Private-Home Day Care General Operating Grant

☐ Schedule C: Children’s Recreation Fee Subsidy Program Requirements

☐ Schedule D: Special Needs Resourcing Requirements

☐ Schedule E: Resource Centre Program Requirements

and the parties agree that all references in this Agreement to “this Agreement” shall be deemed to include such Schedules.

### 3.0 **TERM**

#### 3.1

The Agreement shall be in force from \_\_\_\_\_, 20\_\_\_\_, until it is superseded or replaced by a subsequent agreement or until it is terminated earlier pursuant to the termination provisions in this Agreement.

### 4.0 **THE AGENCY’S OBLIGATIONS**

4.1 The Agency agrees to provide those services that correspond with the Schedules A to E marked with an “X” in paragraph 2.1 in accordance with and subject to the terms and conditions set out in the corresponding Schedules.

#### 4.2 General Operating Grants

Where the Agency is to receive General Operating Grants from the City at the applicable Site(s), the Agency shall comply with the terms and conditions set out in Schedule “A1” or Schedule “B1” as applicable.

#### 4.3 DOCUMENTATION

##### 4.3.1 Documentation – Prior to Signing & annually

(1) Prior to signing this Agreement, and annually thereafter as determined by the **Administrator**, the Agency must provide to the City all of the following documentation:

- (a) all certificates of insurance referred to in this Agreement (subparagraph 8.1);
- (b) where the Agency is a corporation:
  - (i) the Articles of Incorporation, Letters Patent and/or the Corporation Profile Report;
  - (ii) a list of the current directors and their mailing addresses;
  - (iii) a list of all signing officers for the corporation;
- (c) where the applicant is a sole proprietorship or partnership, the full name(s) and mailing address(es) of the individual(s) comprising the sole proprietorship or the partnership;
- (d) annual financial statements, or other evidence of financial viability in a form acceptable to the **Administrator**, up to two (2) years prior to this Agreement, where available;
- (e) the operating name, address, phone number and contact information for each Site;

(2) The Agency shall forthwith provide to the City any changes to the information set out in (1) above.

##### 4.3.2 Documentation - Annual Budget – if requested

If requested by the City, the Agency shall submit to the City the annual budget for each Site. For Day Nursery services, Private-Home Day Care services, a Children’s Recreation Program, Special Needs Resourcing services or a Resource Centre Program, such budget shall set out details on the Operating Cost and sources and amounts of revenue. The annual budget shall set out such further information as required by the **Administrator**.

##### 4.3.3 Documentation - Reports – maintain & provide if requested

(a) The Agency shall maintain the following reports and records, and shall provide them to the City upon the **Administrator’s** request:

- (i) service records respecting each service and program provided by the Agency pursuant to this Agreement for each Site;
- (ii) up-to-date financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
- (iii) a financial statement (audited where required by the **Administrator**) and reconciliation report with respect to the services and programs provided by the Agency pursuant to this Agreement; and
- (iv) any other report or record that the **Administrator** or Ministry reasonably requests.

(b) The Agency shall ensure that reports referred to in (a) above are in such form and contain such content as are reasonably required by the **Administrator**.

##### 4.3.4 Retain Records for 7 Years - Review of Agency’s Materials

The Agency shall retain all records and books of account for a period of seven (7) years. The Agency shall permit City Staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination, and during the Agency's usual business hours, to review all of the Agency's materials, records and other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours' notice of its intention to do so.

4.4 Consultation

Upon the request of the **Administrator**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.

4.5 Use of Funds

The Agency shall use the funds provided by the City pursuant to this Agreement only for the specific purpose for which the funds are provided.

4.6 Refund

Notwithstanding anything in this Agreement, the Agency shall immediately refund to the City any payments made by the City that are in excess of the amount to which the Agency is entitled, whether or not they have been demanded by the **Administrator**. The City, in its sole discretion, may deduct or set off the overpayment from any subsequent monies due to the Agency.

4.7 No Guarantee

The Agency acknowledges and agrees that the City in no way guarantees, warrants or represents that any children will be placed with the Agency pursuant to this Agreement. The Agency acknowledges and agrees that Eligible Parents have the sole and absolute discretion regarding the placement of any Subsidized Child and that by entering into this Agreement, the City does not recommend or otherwise endorse the Agency.

4.8 OBSERVANCE OF THE LAW – Human Rights Code

(a) The Agency shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, the Guidelines, and the Operating Criteria, including but not limited to the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

(b) It is a condition of this Agreement and of every agreement entered into pursuant to the performance of this Agreement, that no right under sections 1 or 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this Agreement with no further notice required.

4.9 Suspension of Agreement

The Agency agrees that the City may suspend this agreement and withhold payments if the Agency is in breach of its obligations under this Agreement as determined solely by the City. The City shall give notice to the Agency of the suspension as soon as reasonably possible.

4.10 Notification if Change in Ownership

The Agency shall notify the **Administrator** of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

5.0 **THE CITY'S OBLIGATIONS**

5. PAYMENT

5.1 Day Nursery Services, Private-Home Day Care Services, Children's Recreation Programs

(a) Where the Agency provides Day Nursery services, Private-Home Day Care services, or Children's Recreation Programs to an Eligible Parent, the City shall pay to the Agency the applicable Per Diem as determined by the **Administrator** from time to time, less the Parental Contribution, if any.

(b) The **Administrator** may change the Per Diem from time to time by giving written notice of the change to the Agency.

## 5.2 Special Needs Resourcing, Resource Centre Programs

- (a) Where the Agency provides Special Needs Resourcing services, or Resource Centre Programs, the City shall pay to the Agency the amount as determined by the **Administrator** from time to time.
- (b) The **Administrator** may change the amount in (a) above from time to time by giving written notice of the change to the Agency.

## 5.3 General Operating Grant

- (a) The City in its sole discretion may pay to the Agency a General Operating Grant, the amount of which, if any, shall be determined by the **Administrator** from time to time.
- (b) The General Operating Grant shall only be available to:
  - (i) licensed Day Nurseries;
  - (ii) licensed Private-Home Day Cares;
  - (iii) Extended Day programs for children attending Full Day Kindergarten if they are not operated by a school board; and
  - (iv) Before and After School programs for children attending school if they are not operated by a school board.

For greater certainty, a General Operating Grant is not available for:

- (i) unlicensed Day Nurseries;
- (ii) unlicensed Private-Home Day Cares;
- (iii) Children's Recreation Programs;
- (iv) Special Needs Resourcing Programs;
- (v) Resource Centres that do not provide licensed child care;
- (vi) Extended Day Programs that are operated by a school board; nor
- (vii) Before and After School Programs that are operated by a school board.

- (c) The **Administrator** may change the amount in (a) above from time to time by giving written notice of the change to the Agency.

## 5.4 Per Diem – How Determined

- (i) Where an Eligible Parent is entitled to a full subsidy for the cost of child care under the Day Nurseries Act or City Council policy, the Per Diem will be a daily rate that is the Market Rate of the Agency as approved by the **Administrator**;
- (ii) Where an Eligible Parent is not entitled to a full subsidy but is entitled to assistance under the Day Nurseries Act, the Per Diem will be a daily rate determined by the **Administrator** taking into account factors such as the Market Rates of the Agency and of other child care operators, available municipal funding, and the Agency's budget.

## 5.5 No Payments If Not Eligible for Cost Sharing with Ministry

Notwithstanding anything in this Agreement, the City will not make payments to the Agency under this Agreement if such payments are not eligible for cost-sharing or full funding from the Ministry pursuant to the *Day Nurseries Act* or other applicable legislation, unless such payments have been approved by City Council.

## 6.0 THE AGENCY'S CONTRACTUAL STATUS

- 6.1 The Agency acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Agency nor any person employed by or associated with the Agency (including but not limited to its agents, officers, subcontractors) is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension 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.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.
- 6.2 Notwithstanding paragraph 6.1 above, it is the sole and exclusive responsibility of the Agency 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 thereunder.

## **7.0 REPRESENTATIONS AND WARRANTIES OF THE AGENCY**

- 7.1 The Agency represents and warrants to the City (and acknowledges that the City is relying thereon) that:
- (a) the Agency, if holding itself out as a corporation, is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
  - (b) the Agency has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
  - (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action and on the part of the Agency;
  - (d) this Agreement constitutes a valid and binding obligation of the Agency in accordance with the terms of this Agreement;
  - (e) the Agency's facilities are suitable for providing the services and programs under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation; and,
  - (f) the Agency shall employ only competent and orderly employees and volunteers.

## **8.0. INSURANCE**

- 8.1 The Agency undertakes and agrees that throughout the term of this Agreement, the Agency shall maintain
- a) General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) to cover any liability resulting from anything done or omitted by the Agency or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain any exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency.
  - b) In addition, the Agency shall furnish the City with evidence of a blanket position insurance policy or equivalent fidelity bond in the amount determined in the sole discretion of the City's Manager III, Risk Management from time to time.
  - c) The Agency shall submit prior to signing this agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.
  - d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- 8.2 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by the Agency; and
- 8.3 The Agency shall ensure that any owned or leased vehicle used by the Agency in the provision of services is insured and maintained against statutory liability and accident benefits in an inclusive limit of not less than Two Million (\$2,000,000.00) dollars. The Agency shall provide the City with proof of Automobile Insurance (inclusive limits) for owned and leased vehicles.

## **9.0 INDEMNITY**

- 9.1 The Agency undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Agency's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:
- (a) any breach of this Agreement by any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is at law responsible;

- (b) any loss or misuse of funds held by the Agency, the Agency's employees, subcontractor of the Agency, or persons for whom the Agency is at law responsible, under this Agreement;
- (c) the acts or omissions of the Agency, the Agency's employees, subcontractor of the Agency, or any person for whom the Agency is at law responsible in performing the services or otherwise carrying on the Agency's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Agency, the Agency's employees, subcontractor of the Agency, or persons for whom the Agency is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; and,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Agency: Agency's employees or others for whom Agency is at law responsible in connection with the performance of services or otherwise in connection with Agency's business.

**10.0    NOTICE**

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

- |                                                        |                                |
|--------------------------------------------------------|--------------------------------|
| (a) where the City is the intended recipient, to BOTH; |                                |
| Manager III, Children’s Services                       | City Clerk                     |
| The Corporation of the City of London                  | The Corporation of the City of |
| London                                                 |                                |
| Neighbourhood, Children and Fire Services              | Finance and Corporate Services |
| Market Tower                                           |                                |
| 151 Dundas St                                          | 300 Dufferin Avenue            |
| London ON N6A 4L9                                      | London, ON, N6A 5R7            |

(b) where the Agency is the intended recipient;  
 Agency Legal Name [insert]

Address [insert]

Attention: [insert]

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of London affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

**11.0.    TERMINATION**

11.1    Termination on 60 Days’ Notice  
 (a) Either party may at any time terminate this Agreement in whole or in part (including with respect to one or more Sites), without penalty or cause, by giving a minimum of 60 days’ written notice to the other party and in the event the Agreement is terminated in part, the remainder of the Agreement, if capable of performance, shall continue in full force and effect. In the event notice is given under this section, the Agency shall, during the notice period, provide only those services which the **Administrator** determines are reasonably required to complete the service in progress.

#### Termination On Breach

(b) If the Agency is in breach of this Agreement, the City may terminate this Agreement in whole or in part (including with respect to one or more Sites) immediately and without having to provide notice of same. The City shall give written notice to the Agency of the termination as soon as reasonably possible.

#### Termination as a Result of Ministry

(c) Notwithstanding anything to the contrary in this Agreement, in the event that:

- (i) the Ministry at any time during the term of this Agreement revokes the designation of the City as a delivery agent; or
- (ii) the Ministry at any time during the term of this Agreement reduces or terminates funding to the City under the Day Nurseries Act or other applicable legislation;

this Agreement may immediately be terminated in whole or in part (including with respect to one or more Sites) and the City shall not in any way be liable to the Agency.

#### Termination as a Result of Transfer Shares/Assets

(d) Notwithstanding anything to the contrary in this Agreement, in the event that the Agency, if it is a corporation:

- (i) transfers the majority of its issued shares in the capital stock, or
- (ii) transfers, issues or divides any shares of the corporation or of any affiliated corporation of the corporation sufficient to transfer control to others than the then present shareholders of the corporation occurs, or
- (iii) sells the assets and liabilities of the corporation,

this Agreement shall immediately be terminated and the City shall not in any way be liable to the Agency.

#### Upon Termination

(e) Upon termination of this Agreement in whole or in part (including with respect to one or more Sites), the Agency shall forthwith reimburse to the City any monies advanced by the City which are not expended in accordance with this Agreement.

(f) In the event the Agreement is terminated in whole or in part (including with respect to one or more Sites) for any reason, the Agency that is a Day Nursery Operator, a Private-Home Day Care Operator and/or a Children's Recreation Program Operator shall notify the Eligible Parents that its agreement with the City has been terminated, and the Agency shall provide the City with written verification of such notice within ten days of termination.

## **12.0 CONFIDENTIALITY**

12.1 The Agency, its directors, officers, employees, agents and volunteers, will hold confidential and will not disclose or release to any person other than the City Staff 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 first 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 Agency is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, the provisions of such Act with respect to the disclosure or release of information will apply.

## **12.2 Freedom of Information**

Any information collected by the City pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*.

## **13.0 Conflict of Interest**

13.1 Should the Agency have or acquire any direct or indirect pecuniary interest in any matter with the City, apart from this Agreement, the Agency shall forthwith disclose its interest to the Administrator. The City shall have the exclusive right to terminate funding should the Agency have a conflict of interest.

## **14.0 ELECTRONIC COMMUNICATIONS**

14.1 Both parties consent to electronic communication as between each of them with respect to services under this Agreement.

## **15.0 GENERAL PROVISIONS**

### **15.1 Partial Severability**

If any part of this Agreement is rendered invalid or illegal, the remainder of the

agreement continues to apply.

15.2 Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

15.3 Assignment

Neither this Agreement nor any part or interest may be assigned, subcontracted or otherwise transferred by the Agency without the prior written consent of the City, which consent may be unreasonably withheld.

15.4 Execution

The Agency acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

15.5 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

15.6 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

15.7 Survival

All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to this Agreement shall survive termination or expiry of this Agreement.

15.8 Laws of Ontario

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the parties hereto have duly executed this agreement under the hands of their duly authorized officers in that behalf.

**SIGNED, SEALED AND DELIVERED:**

**THE CORPORATION OF THE CITY OF LONDON**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[insert NAME OF AGENCY]

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature\*  
Print Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature\*  
Print Name:  
Title:

\*I/We have authority to bind the Corporation.  
[Witness required where Agency is not a corporation]

## Schedule A

### Day Nursery Fee Subsidy Requirements

#### Documentation

1. In addition to the documentation requirements in paragraph 4.3 of this Agreement, the Agency must provide the following documentation to the City for each Site, prior to signing and immediately as any changes occur:
  - (i) verification of the licence under the Day Nurseries Act;
  - (ii) a list of the Market Rates for the upcoming year in a form acceptable to the **Administrator**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
  - (iii) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Administrator**;
  - (iv) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Administrator**; and
  - (v) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Administrator**.

#### Attendance Records

2. For each Site, the Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Day Nursery services for a Subsidized Child were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.

Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.

If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

#### Licensed Under Day Nurseries Act

3. At each Site, the Agency must be licensed under the provisions of the Day Nurseries Act to provide Day Nursery services in Ontario.

#### Notification of Eligible Parent

4. Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Day Nursery services to that Eligible Parent.

#### Services in Accordance with Day Nurseries Act, etc.

5. The Agency shall ensure that Day Nursery services it provides to an Eligible Parent are in accordance with the Day Nurseries Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

#### When Enrolment Commences

6. The Agency shall calculate enrolment as commencing upon the first day of attendance of the Subsidized Child as approved by the City.

#### When Enrolment Terminates

7. The Agency shall calculate enrolment as terminating upon the last day of attendance of the Subsidized Child, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

#### When Enrolment Terminates Without Ten Days' Notice to the Agency

8. Where the Eligible Parent terminated attendance of the Subsidized Child without 10 days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the Subsidized Child's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

#### Reporting Absenteeism to City

9. The Agency shall contact the City on the fifth morning of each 5-day period to inform of any Subsidized Child that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

Absenteeism of Subsidized Child

10. The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a Subsidized Child exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Administrator**.

Payment for Statutory Holidays and other Closures

11. The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Day Nursery

Agency to Collect Parental Contribution

12. The Agency shall collect the Parental Contribution from the Eligible Parent.

Agency to Collect Difference Between Market Rate and Per Diem

13. (a) It is the Agency's responsibility to collect, in its sole discretion, the difference, if any, between the Market Rate and the Per Diem directly from the Eligible Parent.

No Additional Fees – Per Diem

(b) Where the Market Rate is greater than the Per Diem, the Agency will only demand from the Eligible Parent the difference between the two plus the Parental Contribution.

No Additional Fees – Per Diem

(c) The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

Ceasing Funding of Subsidized Child

14. (a) At any time the City may cease providing to the Agency the Per Diem for a Subsidized Child if, in the opinion of the **Administrator**, acting reasonably, there is a threat to the health, safety or welfare of the Subsidized Child at the Day Nursery.  
  
(b) The Agency agrees that the **Administrator**, acting reasonably, may notify the Eligible Parent of his/her opinion that there is a threat to the health, safety or welfare of the Subsidized Child at the Day Nursery.

**Schedule A1**  
**DAY NURSERY GENERAL OPERATING GRANT**

**General Operating Grant**

Licensed Under Day Nurseries Act

1. At each site, the Agency must be licensed under the provisions of the Day Nurseries Act to provide Day Nursery services in Ontario.

Documentation

2. The Agency shall provide the documentation as required in paragraph 4.3 of this Agreement and as required in paragraph 1 of Schedule A of this Agreement.

Reporting

3. Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Administrator**.

Service Description

4. Annually the Agency will provide the City with a Service Description in a form acceptable to the **Administrator** that will set out at a minimum, the Licensed Capacity and the Operating Capacity of the Day Nursery.

Return of Funds

5. In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Administrator, return the funds in an amount reflective of the underachieved targets, solely as determined by the **Administrator**.

6. Use of Funds

The Agency may use the Operating Grant only for ongoing costs such as:

- staff wages and benefits but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits; and for 2013 and 2014, the wage rate per FTE cannot be used to increase the per FTE wage rate that was paid to the Agency in 2012;
- lease and occupancy costs;
- utilities;
- administration;
- transportation for children;
- resources;
- nutrition;
- supplies;
- repairs;
- maintenance

The Agency shall not use the Operating Grant for capital debt costs.

## **Schedule B**

### **Private-Home Day Care Fee Subsidy Requirements**

#### Documentation

1. In addition to the documentation requirements in paragraph 4.3 of this Agreement, the Agency must provide the following documentation to the City for each Site, prior to signing and immediately as any changes occur:
  - (i) verification of the licence under the Day Nurseries Act;
  - (ii) a list of the Market Rates for the upcoming year in a form acceptable to the **Administrator**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
  - (iii) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Administrator**;
  - (iv) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Administrator**; and
  - (v) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Administrator**.

#### Attendance Records

2. The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Private-Home Day Care services for a Subsidized Child were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.

Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.

If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

#### Licensed Under Day Nurseries Act

3. At each Site, the Agency must be licensed under the provisions of the Day Nurseries Act to provide Private-Home Day Care services in Ontario.

#### Notification of Eligible Parent

4. Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Private-Home Day Care services to that Eligible Parent.

#### Services in Accordance with Day Nurseries Act, etc.

5. The Agency shall ensure that Private-Home Day Care services it provides to an Eligible Parent are in accordance with the Day Nurseries Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

#### When Enrolment Commences

6. The Agency shall calculate enrolment as commencing upon the first day of attendance of the Subsidized Child as approved by the City.

#### When Enrolment Terminates

7. The Agency shall calculate enrolment as terminating upon the last day of attendance of the Subsidized Child, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

#### When Enrolment Terminates Without Ten Days' Notice to the Agency

8. Where the Eligible Parent terminated attendance of the Subsidized Child without ten days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the Subsidized Child's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

#### Reporting Absenteeism to City

9. The Agency shall contact the City on the fifth morning of each 5-day period to inform of any Subsidized Child that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

Absenteeism of Subsidized Child

10. The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a Subsidized Child exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Administrator**.

Payment for Statutory Holidays and other Closures

11. The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Day Nursery

Agency to Collect Parental Contribution

12. The Agency shall collect the Parental Contribution from the Eligible Parent.

Agency to Collect Difference Between Market Rate and Per Diem

13. (a) It is the Agency's responsibility to collect, in its sole discretion, the difference, if any, between the Market Rate and the Per Diem directly from the Eligible Parent.

No Additional Fees – Per Diem

(b) Where the Market Rate is greater than the Per Diem, the Agency will only demand from the Eligible Parent the difference between the two plus the Parental Contribution.

No Additional Fees – Per Diem

(c) The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

Ceasing Funding of Subsidized Child

14. (a) At any time the City may cease providing to the Agency the Per Diem for a Subsidized Child if, in the opinion of the **Administrator**, acting reasonably, there is a threat to the health, safety or welfare of the Subsidized Child at the Day Nursery.  
  
(b) The Agency agrees that the **Administrator**, acting reasonably, may notify the Eligible Parent of his/her opinion that there is a threat to the health, safety or welfare of the Subsidized Child at the Day Nursery.

**Schedule B1**  
**PRIVATE-HOME DAY CARE GENERAL OPERATING GRANT**

**General Operating Grant**

Licensed Under Day Nurseries Act

1. At each site, the Agency must be licensed under the provisions of the Day Nurseries Act to provide Day Nursery services in Ontario.

Documentation

2. The Agency shall provide the documentation as required in paragraph 4.3 of this Agreement and as required in paragraph 1 of Schedule A of this Agreement.

Reporting

3. Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Administrator**.

Service Description

4. Annually the Agency will provide the City with a Service Description in a form acceptable to the **Administrator** that will set out at a minimum, the Licensed Capacity and the Operating Capacity of the Private-Home Day Care.

Return of Funds

5. In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Administrator, return the funds in an amount reflective of the underachieved targets solely as determined by the **Administrator**.

6. Use of Funds

The Agency may use the Operating Grant only for ongoing costs such as:

- staff wages and benefits but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits; and for 2013 and 2014, the wage rate per FTE cannot be used to increase the per FTE wage rate that was paid to the Agency in 2012;
- payments to Private-Home Day Care Providers
- lease and occupancy costs;
- utilities;
- administration;
- transportation for children;
- resources;
- nutrition;
- supplies;
- repairs;
- maintenance

The Agency shall not use the Operating Grant for capital debt costs.

## Schedule C

### Children's Recreation Program Fee Subsidy Requirements

#### Documentation

1. In addition to the documentation requirements in paragraph 4.3 of this Agreement, the Agency must provide the following documentation to the City for each Site, prior to signing and as any changes occur:
  - (i) verification of affiliation with High Five or accreditation by the Ontario Camping Association, as specified in the Guidelines.
  - (ii) a list of the daily Market Rates for the upcoming year in a form acceptable to the **Administrator**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates
  - (iii) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Administrator**;
  - (iv) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Administrator**; and
  - (v) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Administrator**.

#### Payment and Attendance Records

2. The City will pay to the Agency in respect of each Subsidized Child the Per Diem less the Parental Contribution for each day the Subsidized Child attends the Children's Recreation Program.

The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Children's Recreation Program services for a Subsidized Child were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate payment claim forms as provided by the City.

#### Agency Falls Within Definition under Day Nurseries Act

3. The Agency represents, warrants and covenants that it falls within the definition of "children's recreation program" under Regulation 262, or any successor regulation, and that it provides children's recreation programs for children who are at least six years of age but less than 13 years of age, or for Handicapped Children who are at least six years of age but less than 18 years of age, and that it provides supervision for children and may include activities such as sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education.

#### Notification of Eligible Parent

4. Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide the Children's Recreation Program services to that Eligible Parent.

#### Services in Accordance with Day Nurseries Act, etc.

5. The Agency shall ensure that Children's Recreation Program services it provides to an Eligible Parent are in accordance with the Day Nurseries Act, the Guidelines, the Operating Criteria, and any other requirement of the City (including the City's program operating and quality checklist).

#### Reporting Absenteeism to City

6. The Agency shall contact the City on the fifth morning of each 5-day period to inform of any Subsidized Child that has been absent for five consecutive days without sufficient reason for being absent, as determined by the City.

#### No Payment if Absent in Preceding 5-day Period

7. Where a Subsidized Child has been absent for a 5-day period, the City shall not pay the Agency for any subsequent 5-day periods, unless the Agency obtains the prior written approval of the City.

#### Agency to Collect Difference Between Market Rate and Per Diem

8. (a) The Agency will collect the difference, if any, between the Market Rate and the Per Diem directly from the Eligible Parent.

No Additional Fees – Per Diem

(b) Where the Market Rate is greater than the Per Diem, the Agency will only demand from the Eligible Parent the difference between the two, plus the Parental Contribution.

No Additional Fees – Per Diem

(c) The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

Ceasing Funding of Subsidized Child

9. (a) At any time the City may cease providing to the Agency the Per Diem for a Subsidized Child if, in the opinion of the **Administrator**, acting reasonably, there is a threat to the health, safety or welfare of the Subsidized Child at the Children's Recreation Program.
- (b) The Agency agrees that the **Administrator**, acting reasonably, may notify the Eligible Parent of his/her opinion that there is a threat to the health, safety or welfare of the Subsidized Child at the Children's Recreation Program.

## Schedule D

### Special Needs Resourcing Requirements

#### Documentation

1. (a) The Agency shall provide the documentation as required in paragraph 4.3 of this Agreement.  
(b) The Agency shall maintain documentation of staff qualifications, including documentation evidencing that the person acting as a resource teacher falls under section 60 of Regulation 262. If requested by the **Administrator**, the Agency shall forthwith provide such documentation to the City.

#### Reporting

2. The Agency shall provide a report to the City on the services provided under this Agreement, the frequency, form and content of which report shall be determined by the **Administrator**.

#### Service and Financial Targets

3. The Agency shall report accurate service and financial targets to the City within a timeframe determined by the **Administrator**. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.

#### Agency Falls Within Day Nurseries Act

4. The Agency represents, warrants and covenants that it provides staff, equipment, supplies or services with respect to the special needs of Handicapped Children:
  - (i) in a place where Private-Home Day Care is provided,
  - (ii) in a place where a Children's Recreation Program is provided, or
  - (iii) in a Day Nursery.

#### Services in Accordance with Day Nurseries Act, etc.

5. The Agency shall ensure that Special Needs Resourcing services it provides are in accordance with the Day Nurseries Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

#### Location of Services

6. The Agency shall be funded for providing Special Needs Resourcing only at the following locations:
  - (i) in a place where Private-Home Day Care is provided,
  - (ii) in a place where a Children's Recreation Program is provided, or
  - (iii) in a Day Nursery.

#### Range of Services

6. The Agency shall provide a range of services with respect to the special needs of Handicapped Children.

#### Staff Numbers and Staff Qualifications

7. The Agency represents, warrants and covenants that it has all of the required staff under Regulation 262 (in particular sections 55 to 61) or any successor Regulation or legislation, including but not limited to a resource teacher as defined in section 60 of Regulation 262.

#### Use of Funding

8. The Agency shall only use funding from the City to provide staff, equipment, supplies or services for the special needs of Handicapped Children, as follows:
  - (a) to purchase the services of a resource teacher for Handicapped Children with special needs;
  - (b) to purchase the services of any required program assistants;
  - (c) to purchase specialized toys and equipment in support of the program plan of an individual Handicapped Child with special needs; and/or
  - (d) to provide support and training to staff to support and increase opportunities for integration of Handicapped Children with special needs.

#### Determination of Funding

9. The **Administrator** will determine the amount of funding in accordance with the Day Nurseries Act, available funding, and the City's analysis process of the Agency's budget and service targets.

#### Change in Funding

10. Notwithstanding any other provision in this Agreement, the **Administrator** may increase or decrease the funding amount from time to time by giving written notice of the change to the Agency.

## Schedule E

### Resource Centre Program Requirements

#### Documentation

1. The Agency shall provide the documentation as required in paragraph 4.3 of this Agreement.

#### Reporting

2. The Agency shall provide a report to the City on the services provided under this Agreement, the frequency, form and content of which report shall be determined by the **Administrator**.

#### Service and Financial Targets

3. The Agency shall report accurate service and financial targets to the City within a timeframe determined by the **Administrator**. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.

#### Agency Falls Within Day Nurseries Act

4. The Agency represents, warrants and covenants that it operates a Resource Centre that provides information, public education, consultation, supports and services to individuals, including parents, with respect to the care they give to children.

#### Services in Accordance with Day Nurseries Act, etc.

5. The Agency shall ensure that Resource Centre services it provides are in accordance with the Day Nurseries Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

#### Range of Services

6. The Agency shall operate a Resource Centre that provides a range of services to individuals and that shall:
  - (a) be intended to enhance the quality of care provided in unlicensed child care arrangements;
  - (b) provide information, public education, consultation, supports and services to individuals including parents with respect to the care they give to children;
  - (c) provide information necessary for parents to make informed choices about child care arrangements and options; and
  - (c) be intended to enhance the interaction between children and their parents and other caregivers.

#### Use of Funding

7. The Agency shall only use funding from the City to operate a Resource Centre that provides information, public education, consultation, supports and services to individuals, including parents, with respect to the care they give to children, including at least one of the following:
  - (a) parent and caregiver education;
  - (b) playgroup;
  - (c) drop in;
  - (d) toy lending/resource library;
  - (e) child care registry; and
  - (f) child care respite/relief.

#### Determination of Funding

8. The **Administrator** will determine the amount of funding in accordance with the Day Nurseries Act, available funding, and the City's analysis process of the Agency's budget and service targets.

#### Change in Funding

9. Notwithstanding any other provision in this Agreement, the **Administrator** may increase or decrease the payment amount from time to time by giving written notice of the change to the Agency.