



<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE AUGUST 25, 2015</b>
<b>FROM:</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR OF NEIGHBOURHOOD, CHILDREN &amp; FIRE SERVICES</b>
<b>SUBJECT:</b>	<b>HEALTHY KIDS COMMUNITY CHALLENGE AND TRANSFER PAYMENT AGREEMENT</b>

**RECOMMENDATION**

That, on the recommendation of the Managing Director of Neighbourhood, Children & Fire Services, the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council Meeting of September 1, 2015:

- a) **TO APPROVE** a Transfer Payment Agreement (Appendix B) between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario (“the Province of Ontario”), for funding to deliver/implement the Healthy Kids Community Challenge Project in London, (attached Appendix “B”);
- b) **TO DELEGATE** to the Managing Director of Neighbourhood, Children and Fire Services the authority to authorize and approve such further and other documents that may be required in furtherance of the Agreement, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness of The Corporation of the City of London; and,
- c) **TO DELEGATE** to the Mayor and City Clerk, the authority to execute the Agreement in (a) above.

It is noted that The Healthy Kids Community Challenge project is directly linked to several strategies of the City of London’s Strategic Plan under “Strengthening our Community”, creating a “Healthy, Safe, and Accessible City,” including:

- supporting the health and well-being of all children, youth and families in London
- continuing to make pedestrian and cycling routes safer year round for school aged children
- fund[ing] and partner[ing] with the Middlesex-London Health Unit to promote and protect the health of our community.

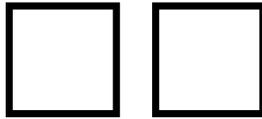
**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- London’s Child and Youth Network 2014 Progress Report and Child and Youth Network Impact Assessment Update – CPSC, Feb 18, 2015

**BACKGROUND**

**What is the Healthy Kids Community Challenge?**

The Ministry of Health and Long Term Care’s Healthy Kids Community Challenge is a community-led project where collaborators from different sectors work together to implement activities to reduce and prevent childhood obesity and unhealthy eating, sleeping and physical activity habits. The Healthy Kids Community Challenge is based on the EPODE (Ensemble Prévenons l’Obésité des Enfants- Together let’s Prevent Childhood Obesity) methodology, which is recognized by the World Health Organization as a best practice in childhood overweight and obesity prevention. It was developed out of recommendations released as part of Ontario’s Healthy Kids Strategy (2013).



In January 2014, the Ministry of Health and Long Term Care publicly announced the Healthy Kids Community Challenge funding opportunity, and provided approximately six weeks for communities to prepare their applications.

In March 2014, the City of London submitted the application to participate in this project (eligible applicants were restricted to municipalities). The application heavily leveraged the collaborative work that is currently being done by members of London's Child and Youth Network, an unincorporated network of over 170 organizations with a common vision of "happy, healthy children and youth today; caring, creative, responsible adults tomorrow". The work of several of the Child and Youth Network's priority working groups, including Healthy Eating/Healthy Physical Activity (HEHPA), already contribute to the goals of the Healthy Kids Community Challenge project. This collaborative approach to addressing physical activity, healthy eating and healthy sleep habits is exactly the sort of community mobilization the Healthy Kids Community Challenge fund is meant to encourage and support, hence the interest from the Province in funding London's application.

The application required key collaborators to be identified and the following organizations expressed their support: City of London, the Middlesex-London Health Unit, the London District Catholic School Board, the Thames Valley District School Board, Arcane, Farmers' and Artisans' Markets at The Western Fair, Investing in Children, the Boys' and Girls' Club of London, London Intercommunity Health Centre, Western University, London Public Library, United Way of London & Middlesex, and the Heart and Stroke Foundation. Several non-incorporated networks of organizations also supported the application, including: London's Child and Youth Network, Middlesex-London *in motion*<sup>TM</sup>, Healthy Weights Connection, and the Healthy Communities Partnership Middlesex-London.

In September 2014, the Ministry of Health and Long Term Care informed the City of London that it had been chosen to participate in the Healthy Kids Community Challenge project, along with 44 other Ontario communities. London was one of a small group of municipalities deemed eligible to receive the maximum possible allocation of grant funds – up to \$1,125,000 over three years.

As a grant recipient, London will be asked to implement local activities based on specific themes related to healthy eating or physical activity identified every 9 months. These themes will be identified by the Province, and will be selected based on the latest and best available evidence related to the prevention of childhood unhealthy weights and obesity.

As a selected community, London's Healthy Kids Community Challenge project will be required to adhere to the following guiding principles:

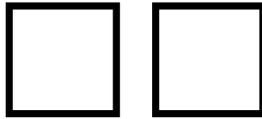
- Focus on healthy kids, and not just on healthy weights;
- Focus on positive health messages;
- Recognize that healthy kids live in healthy families, schools, and communities; and,
- Support health equity through interventions at a population-level and by targeting at-risk populations.

These guiding principles align strongly with the existing aims and objectives of London's Child and Youth Network—in particular the Child and Youth Network's Healthy Eating/Healthy Physical Activity priority—as well as other existing, allied coalitions including Middlesex-London *in motion*<sup>TM</sup>.

**How does this Grant align with London's Strategic Priorities and benefit the Community?**

The Healthy Kids Community Challenge project is directly linked to several strategies of the City's Strategic Plan under "Strengthening our Community", creating a "Healthy, Safe, and Accessible City," including:

- supporting the health and well-being of all children, youth and families in London
- continuing to make pedestrian and cycling routes safer year round for school aged children
- fund[ing] and partner[ing] with the Middlesex-London Health Unit to promote and protect the health of our community



In addition to the up to \$1,125,000 in funding over the next three years (April 2015-March 2018) that can be invested in these strategies, London will also benefit from various other Provincial supports throughout the project, including, but not limited to, communication tools, training, and assistance with evaluation.

The Healthy Kids Community Challenge grant funds will allow London, via the Child and Youth Network, to develop new programs and initiatives, and leverage/expand existing ones, ultimately contributing to the creation of healthier communities and environments (e.g. schools, workplaces, homes, and other settings).

### **Expectations in return for Healthy Kids Community Challenge funding...**

To be eligible for the Healthy Kids Community Challenge funding, the recipient must be prepared to:

- Invest funds to cover half the salary of a Healthy Kids Community Challenge project manager to be matched by Healthy Kids Community Challenge funds (These funds have been identified in the Child and Youth Network's allocated funding from the City of London);
- Engage, orient, and support a Community Champion to promote local collaborations and raise public awareness (Mayor Matt Brown and Dr. Christopher Mackie, Medical Officer of Health and CEO, Middlesex-London Health Unit have jointly accepted this role);
- Develop and implement a community-led action plan and project budget outlining programs, policies, and resources required every nine months based on themes identified by the Province (this will be facilitated through the Child and Youth Network's structures);
- Participate in a community needs assessment, a data collection process, and ongoing evaluation activities; and,
- Attend and maintain active involvement in Provincial training sessions.

### **Which London residents will be impacted by the Healthy Kids Community Challenge?**

The scope of the grant application could not cover the entire population of London. The terms of the funding required applicants to limit their total target population to 200,000 residents or less. Based on the strong foundational work of the Child and Youth Network, London was able to secure an expanded population target size of approximately 235,000 residents.

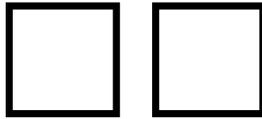
The Province accepted London's identified target neighbourhoods based on the credibility of two separate assessment measures developed by Western University for earlier Child and Youth Network initiatives. On each of these, the designated neighbourhoods ranked highly. The indicators and metrics used in these assessments fall in line with the Ministry of Health and Long Term Care's goal of supporting health equity. Members of the Child and Youth Network, or allied organizations and networks are already active and engaged in eight of the identified neighbourhoods, providing a strong foundation on which to base further work.

London's Healthy Kids Community Challenge project will be geographically concentrated in 13+ high priority planning districts/neighbourhoods within the city: Argyle, Carling, [a section of] Central London, Westmount, White Oaks, Medway, Westminster, Hamilton Road, Huron Heights, Glen Cairn, East London, West London, Highland, [a section of] South London, and Southcrest.

Notwithstanding the Province's requirement to limit the directly targeted population of the grant, we expect that a number of the anticipated social marketing strategies, developed educational products, and creative program models resulting from the Healthy Kids Community Challenge project will have spill-over benefits across the entire population and geography of the city.

### **Particulars of the Transfer Payment Agreement**

The Healthy Kids Community Challenge Transfer Payment Agreement (TPA) (Appendix A) has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Services.



The agreement leaves open a number of specifics related to expected program implementation outcomes and timelines, and the language of the TPA would technically allow the Province to unilaterally define/alter these expectations over the term of the funding. The Province is unwilling to alter the language of the TPA but notes in writing their intent to consult with grant recipients prior to any alterations of expectations.

City staff acknowledge that given the community-driven, organic nature of this project, it would be difficult to be more specific about implementation details at this time. We also acknowledge the Province's intent to network the various communities involved in the province wide project, and the fact that new strategies, ideas and approaches are likely to emerge through sharing common and unique experiences.

Although we might prefer language which requires mutual consent to specifications regarding strategies and outcomes, we do believe that we are in tune with the Province about ultimate goals – i.e. reduction of obesity and promotion of healthy lifestyles. We have assurances of the Province's willingness to work closely with participating communities.

We therefore believe that ongoing close collaboration with the Province will mitigate any inability to specify more exact outcomes in the Transfer Payment Agreement at this time.

Staff also note that the Transfer Payment Agreement contains the following Indemnity Clause (Article 10, "Indemnity", page 8) stating:

"The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province."

Although this standard clause in Provincially created agreements is sweeping, in the opinion of Corporate Insurance/Risk Management, this should not, in itself, prevent the Corporation from moving forward with final approval of this agreement, as the potential benefits of this project outweigh potential risks.

The Transfer Payment Agreement is dated to be in effect retroactively to April 1, 2015, while the City might prefer to have it dated post approval. Ministry of Health and Long Term Care holds to the April 1, 2015 effective date, citing the Minister's direction to approve granting as of that date. The City has been advised that once signed, a lump-sum payment will be made to account for the months that have passed since April 1, 2015 - which may then be used to cover any project-related costs accumulated on or after that date.

The Managing Director of Neighbourhood Children and Fire Services, or designate, will be administering the contract for the City.

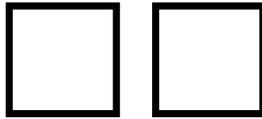
It should be noted that due in the spirit of the Healthy Kids Community Challenge aims of encouraging collaboration, various administrative, program/product design/delivery, and evaluation aspects of the project are expected to be contracted to other collaborating organizations.

## **Conclusion**

The Healthy Kids Community Challenge project funds will significantly contribute to new and enhanced strategies targeting a reduction in childhood obesity and an increase in the healthy habits of London's children, youth and families.

By reinforcing existing and new collaborations (e.g. London's Child and Youth Network, Middlesex-London *in motion*™ etc.) within London, Healthy Kids Community Challenge implementation will help build a stronger, healthier community.

The Civic Administration believes these benefits outweigh any risks associated with elements of the Transfer of Payment Agreement the City is being asked to sign in order to initiate the flow of funds.



<b>FINANCIAL IMPACT</b>
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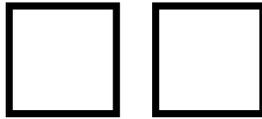
Funding currently exists in the base budget of Neighbourhood Children and Fire Services to meet the requirements associated with receipt of Healthy Kids Community Challenge funding, including:

- Contribution of 50% of the salary of a Project Manager
- Reporting and financial auditing requirements of the Ministry of Health and Long Term Care

Future year funding to support the Grant requirements in 2016, 2017, 2018, will be found in the base budget as approved through the multi-year budget process.

<b>SUBMITTED BY:</b>	<b>RECOMMENDED BY:</b>
<b>TONY KYLE MANAGER, WEST AREA RECREATION SERVICES</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN &amp; FIRE SERVICES</b>

- C. **Kyle Murray, Senior Financial Business Administrator**  
**Lynn Marshall, Solicitor II**  
**Jason Wills, Manager III, Risk Management**



## APPENDIX A

Bill No  
2015

By-law No

A By-law to authorize and approve a Transfer of Payment Agreement between The Corporation of the City of London and “Her Majesty the Queen in Right of Ontario (“the Province of Ontario”) respecting Healthy Kids Community Challenge Grant funding; to delegate authority to the Mayor and City Clerk to execute the agreement; and to authorize the Managing Director, Neighbourhood, Children and Fire Services to authorize and approve related documents and agreements.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

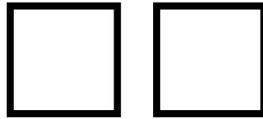
AND WHEREAS section 10 of the *Municipal Act, 2001* provides that (1) a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and (2) that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 7. Services and things the municipality is authorized to provide under subsection (1); 8. Protection of persons and property;

AND WHEREAS section 22 of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS sections 9 and 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

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

1. The Transfer of Payment Agreement (TPA) to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario (“the Province of Ontario”) attached as Appendix A to this by-law, respecting Healthy Kids Community Challenge grant funding is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the TPA agreement approved under section 1 of this by-law.
3. The Managing Director, Neighbourhood, Children and Fire Services is delegated the authority to authorize and approve such further and other documents, including agreements, that may be required in furtherance of the Transfer of Payment Agreement authorized and approved under section 1 of this by-law and that are consistent with the requirements contained in the agreement and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness of The Corporation of the City of London.



4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2015

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading  
Second reading -  
Third reading -



## APPENDIX B

### Transfer Payment Agreement

THE AGREEMENT effective as of the 1st day of April, 2015

#### ***BETWEEN:***

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Health and Long-Term Care  
(the "Province")**

- and -

**The Corporation of the City of London  
(the "Recipient")**

#### **BACKGROUND:**

The Recipient has applied to the Province for funds to assist the Recipient to carry out the Project and the Province wishes to provide such funds.

#### ***CONSIDERATION:***

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

### ***ARTICLE 1 INTERPRETATION AND DEFINITIONS***

1.1 **Interpretation.** For the purposes of interpretation:

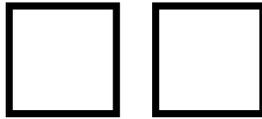
- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 31.1 and any amending agreement entered into pursuant to section 35.2.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario).

**"Budget"** means the budget attached to the Agreement as Schedule "B".



“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section 14.1.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Maximum Funds**” means \$1,125,000.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“**Parties**” means the Province and the Recipient.

“**Party**” means either the Province or the Recipient.

“**Project**” means the undertaking described in Schedule “A”.

“**Reports**” means the reports described in Schedule “D”.

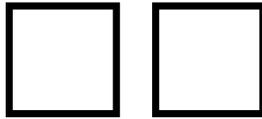
“**Timelines**” means the Project schedule set out in Schedule “A”.

## **ARTICLE 2**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both;



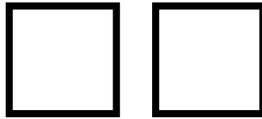
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
  - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) decision-making mechanisms for the Recipient;
  - (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
  - (e) procedures to enable the Recipient to complete the Project successfully;
  - (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

***ARTICLE 3***  
**TERM OF THE AGREEMENT**

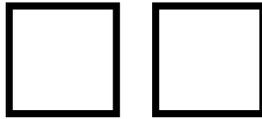
- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2018 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

***ARTICLE 4***  
**FUNDS AND CARRYING OUT THE PROJECT**

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;



- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “C”; and
  - (c) deposit the Funds into an account designated by the Recipient provided that the account:
    - (i) resides at a Canadian financial institution; and
    - (ii) is in the name of the Recipient.
- 4.2 **Revised Schedules.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:
- (a) a new Schedule “A” (Project Description and Timelines);
  - (b) a new Schedule “B” (Budget);
  - (c) a new Schedule “C” (Payment); and
  - (d) a new Schedule “D” (Reports).
- 4.3 **Deemed to be Replaced.** If the Province provides a new schedule in accordance with section 4.2, the new schedule shall be deemed to be either Schedule “A” (Project Description and Timelines), Schedule “B” (Budget), Schedule “C” (Payment) and Schedule “D” (Reports), as the case may be, (collectively referred to as “**New Schedules**”), for the period of time to which it relates.
- 4.4 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2;
  - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
  - (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
  - (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
    - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
    - (ii) terminate the Agreement pursuant to section 13.1.
- 4.5 **Use of Funds and Project.** The Recipient shall:
- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
  - (b) use the Funds only for the purpose of carrying out the Project; and
  - (c) spend the Funds only in accordance with the Budget.
- 4.6 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.



- 4.7 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in a separate interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.8 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.10 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

## ***ARTICLE 5***

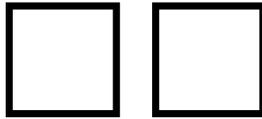
### **ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 28.1, if the Recipient acquires goods, services, or both with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

## ***ARTICLE 6***

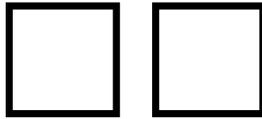
### ***CONFLICT OF INTEREST***

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.



**ARTICLE 7**  
**REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule “D”, or in a form as specified by the Province from time to time;
  - (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
  - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
  - (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 7.2;
  - (b) remove any copies made pursuant to section 7.3(a) from the Recipient’s premises; and
  - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient’s records.
- 7.6 **Auditor General.** For greater certainty, the Province’s rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).



## **ARTICLE 8**

### **COMMUNICATIONS REQUIREMENTS**

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, including written, oral, or visual, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **ARTICLE 9**

### **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **ARTICLE 10**

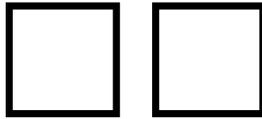
### **INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

## **ARTICLE 11**

### **INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.



- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

## ***ARTICLE 12***

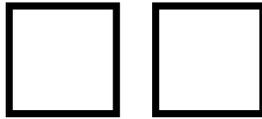
### ***TERMINATION ON NOTICE***

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
    - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and
    - (ii) subject to section 4.9, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

## ***ARTICLE 13***

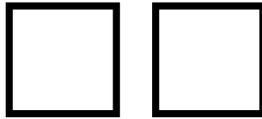
### ***TERMINATION WHERE NO APPROPRIATION***

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.4(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.



**ARTICLE 14**  
**EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; or
    - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
  - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
  - (d) the Recipient ceases to operate.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
  - (b) provide the Recipient with an opportunity to remedy the Event of Default;
  - (c) suspend the payment of Funds for such period as the Province determines appropriate;
  - (d) reduce the amount of the Funds;
  - (e) cancel all further instalments of Funds;
  - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
  - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
  - (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
  - (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.
- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
  - (b) the Notice Period.



- 14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).
- 14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

***ARTICLE 15***  
**FUNDS AT THE END OF A FUNDING YEAR**

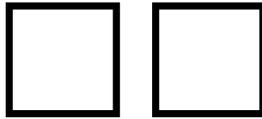
- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
- (a) demand the return of the unspent Funds; and
  - (b) adjust the amount of any further instalments of Funds accordingly.

***ARTICLE 16***  
**FUNDS UPON EXPIRY**

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

***ARTICLE 17***  
**REPAYMENT**

- 17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the funds to which the Recipient is entitled under the Agreement, the Province may:
- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
  - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 17.2 **Debt Due.** If, pursuant to the Agreement:
- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
  - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

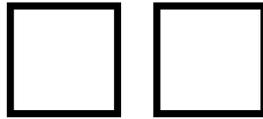


Such Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided in section 18.1.

***ARTICLE  
18 NOTICE***

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:



***To the Province:***

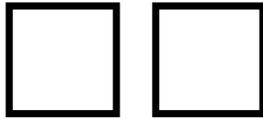
Ministry of Health and Long-Term  
Care  
Health Promotion Division  
Strategic Initiatives Branch  
777 Bay Street, Suite 1903  
Toronto, ON M7A 1S5

**Attention:** Jackie Wood  
A/Director  
Fax: 416-212-2200

***To the Recipient:***

The Corporation of the City of  
London  
City Hall  
300 Dufferin Avenue  
P.O. Box 5035  
London, ON N6A 4L9

**Attention:** City Clerk  
Fax: 519-661-4892



18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by fax.

18.4 **Despite Section 18.2.** Despite section 18.2, if either Party receives a Notice on a non-Business Day, or after 5 p.m. on a Business Day, the Notice shall be deemed to have been received on the next Business Day.

### ***ARTICLE 19***

#### **CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient shall comply with such terms and conditions.

### ***ARTICLE 20***

#### ***SEVERABILITY OF PROVISIONS***

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

### ***ARTICLE 21 WAIVER***

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

### ***ARTICLE 22 INDEPENDENT PARTIES***

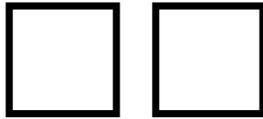
22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

### ***ARTICLE 23***

#### **ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

23.2 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.



## ***ARTICLE 24 GOVERNING LAW***

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

## ***ARTICLE 25 FURTHER ASSURANCES***

- 25.1 **Agreement into Effect.** The Recipient shall provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and shall otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## ***ARTICLE 26 JOINT AND SEVERAL LIABILITY***

- 26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## ***ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE***

- 27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## ***ARTICLE 28 BPSAA***

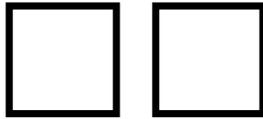
- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

## ***ARTICLE 29 ACKNOWLEDGEMENT OF OTHER LEGISLATION***

- 29.1 **Recipient Acknowledges.** The Recipient acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario).

## ***ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENTS***

- 30.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
  - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;



- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

### ***ARTICLE 31 SCHEDULES***

31.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.

### ***ARTICLE 32 SURVIVAL***

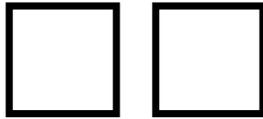
32.1 **Survival.** The following Articles and sections, and all applicable cross- referenced sections and schedules, shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1 and any other applicable definitions, section 4.4(d), 4.8, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 10, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 20, section 23.2, Article 24, Article 26, Article 27, Article 29, Article 30, Article 31, Article 32, and Article 35.

### ***ARTICLE 33 COUNTERPARTS***

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

### ***ARTICLE 34 FORCE MAJEURE***

34.1 **Force Majeure.** Notwithstanding any other provision contained herein, in the event that either the Province or the Recipient should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay.



**ARTICLE 35  
ENTIRE AGREEMENT**

- 35.1 **Entire Agreement.** The 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.
- 35.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

***HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO***  
**as represented by the Minister of Health and Long-Term Care**

\_\_\_\_\_  
Martha Greenberg  
Assistant Deputy Minister  
Health Promotion Division

\_\_\_\_\_  
Date Interim

***The Corporation of the City of London***

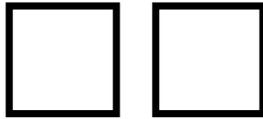
\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.



## **SCHEDULE “A”**

### **PROJECT DESCRIPTION AND TIMELINES**

#### **Background**

Ontario’s Healthy Kids Community Challenge (The Challenge) is a community-led program where partners from different sectors work together to implement activities to reduce and prevent childhood overweight and obesity. The Challenge is based on the EPODE (Ensemble Prévenons l’Obésité des Enfants – Together Let’s Prevent Childhood Obesity) methodology, which is recognized by the World Health Organization as a best practice in childhood overweight and obesity prevention.

The Recipient, The Corporation of the City of London, will be asked to implement local activities based on one specific theme related to healthy eating or physical activity every 9 months. The selection of these themes will be based on the latest and best available evidence regarding the risk and protective factors that are known to lead to, or prevent, childhood overweight and obesity.

As a selected community to participate in and support The Challenge, also referred to as the Project, the Recipient will adhere to the following guiding principles:

- Focus on healthy kids, not just healthy weights. Strategies targeting protective factors for healthy weights – including improving nutrition and increasing physical activity – will benefit all children, regardless of weight status.
- Focus on positive health messages and not on programs or messages that could increase bias or stigma around weight.
- Recognize that healthy kids live in healthy families, schools and communities.
- Support health equity through interventions at the population-level and by targeting at-risk populations.

In addition to the Maximum Funds, the Province may also assist the Recipient through the provision of various supports for the Project. These supports include, but are not limited to, communication tools, training and assistance with evaluation. The purpose of these supports is to assist the Recipient and its local partners to plan and deliver community activities as part of The Challenge. The additional supports are within the discretion of the Province and separate from the Funds, which will remain unaffected if the Recipient receives additional supports from the Province related to The Challenge.

#### ***Project Goal and Objectives***

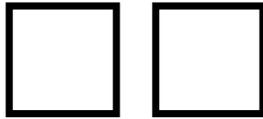
The Recipient will develop and implement programs, policies and supports through community-led planning and action to contribute to the achievement of the following goal and objectives of The Challenge:

##### **Goal:**

- To reduce the prevalence of and prevent childhood overweight and obesity in The Challenge communities.

##### **Objectives:**

- To improve the conditions within communities participating in The Challenge by creating supportive environments to enable healthy behaviours in children, and related support behaviours in their parents.
- To contribute to the evidence on the effectiveness of centrally-coordinated, community-based interventions to improve healthy weights and weight related behaviours.
- To increase community capacity to plan, implement and evaluate sustainable health interventions at the community level.
- To improve community collaboration and coordination on promoting healthy childhood weights, through the development and mobilization of multi-sectoral community partnerships.
- To increase the proportion of children reporting recommended levels of specific health behaviours targeted by The Challenge.



- To increase the proportion of parents in The Challenge communities who engage in parental support behaviours and reduce the proportion who perceives barriers to supporting child health behaviours.
- To increase awareness of and participation in The Challenge.

## ***Scope of Project***

The Recipient and its local community partners will develop and leverage new and existing programs and policies that will encourage positive behavior change in the areas that are known to be key protective factors for childhood overweight and obesity (healthy eating, physical activity). These policies and programs will also work to remove the barriers to healthy behavior change and create healthy communities and environments (e.g., schools, workplaces, homes and other community settings).

All community-based programs, policies and supports planned and implemented by the Recipient and its local partners will support progress against the government's commitment to reduce rates of childhood obesity and overweight. The Recipient will participate in ongoing data collection, subject to PHIPA and MFIPPA requirements, for the purposes of Project evaluation and accountability reporting. Examples of potential performance indicators include:

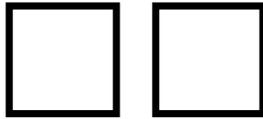
- Health outcomes (clinical metrics such as Body Mass Index);
- Process indicators (reach, partnerships and awareness); and
- Behavioural indicators (physical activity levels and diet and nutrition).

In Year 1 (2015/16), the Recipient and its local community partners will undertake the following activities:

- Recruit, train and hire a Local Project Manager to lead, coordinate and monitor the planning and implementation of all community activities (e.g., local programs and/or policies) that will support the themes of The Challenge.
- Engage, orient and support a local community leader (e.g., Mayor, Councillor) as the Community Champion who will promote local partnerships and raise public awareness of the community initiatives and activities associated with The Challenge.
- Conduct a comprehensive Community Needs Assessment to identify the unique needs, gaps, opportunities, resources and assets of a community, and to support the planning and delivery of The Challenge as related to the aforementioned outcomes.
- Develop the first Theme-Based Action Plan and Project Budget that outlines the programs, policies and supports the community will implement in support of the first theme.
- Implement the first Theme-Based Action Plan, in collaboration with community partners, through the delivery of community-based programs, policies and supports to support the first theme.
- Establish and maintain multi-sectoral partnerships and identify existing community resources to leverage that will support The Challenge and contribute to its successful delivery. Part of this process will involve the establishment of a Local Steering Committee to coordinate the planning, delegation and implementation of various activities by each local partner.
- Attend training sessions provided by the Province on various topics intended to educate and support the Recipient and its partners to deliver The Challenge. Sample topics may include best practices for community mobilization and networking, Project budgeting and reporting, marketing and communications, partnership development, evaluation, and other subjects designed to build the Recipient's capacity.
- Participate in a baseline data collection process to assist with the identification of health outcome, behavioural, and process indicators for healthy, active living as part of a larger evaluation of The Challenge.

In Years 2-3 (2016/17 – 2017/18), the Recipient and its community partners will develop subsequent Theme-Based Action Plans based on the new themes announced every 9 months by the Province. The Recipient and its community partners will implement these Action Plans to support the new themes and to address the gaps and/or opportunities identified through the Community Needs Assessment. In addition to the implementation of Action Plan activities, the Recipient will:

- Continue to lead, coordinate and monitor the planning and implementation of all community-based activities that support The Challenge, including the ongoing engagement of a community champion and a wide range of local partners operating in multiple sectors.



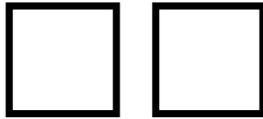
- Ensure the ongoing mobilization and engagement of key community partners, and the delegation of Project activities, through the Local Steering Committee.
- Track, monitor and update the gaps, opportunities, and assets previously identified through the Community Needs Assessment process to ensure they remain current and appropriate to support each new theme of The Challenge.
- Maintain active involvement and participation in training sessions delivered by the Province that are designed to build community capacity to support The Challenge.
- Participate in ongoing evaluation activities to assist the Province in collecting key outcome indicators that will measure the success and impact of The Challenge.

**Timelines**

The Recipient will undertake a Community Needs Assessment in Year 1 and prepare and implement Theme-Based Action Plans (including the cost of activities) every 9 months thereafter for each new theme.

The Province will select and announce the first theme in the Spring of 2015. Pending the Recipient’s delivery of a Community Needs Assessment and Theme-Based Action Plan, Schedules will be revised and updated accordingly to reflect the specific programs, policies and supports that will be implemented in support of the first theme. Funding for the implementation of Theme-Based Action Plans is contingent on the successful execution of the previous Theme-Based Action Plans or other required Project activities.

Funding Year:	Timelines:	Activities:
Year 1 (2015-2016)	April 1, 2015 – March 31, 2016	<ul style="list-style-type: none"> <li>• Hire/train Local Project Manager(s).</li> <li>• Establish and build multi-sectoral partnerships.</li> <li>• Undertake a Community Needs Assessment and collect baseline data.</li> <li>• Prepare for implementation by developing the first Theme-Based Action Plan.</li> <li>• Begin implementation of the first Theme-Based Action Plan.</li> <li>• Attend training sessions.</li> </ul>
Year 2 (2016-2017)	April 1, 2016- March 31, 2017	<ul style="list-style-type: none"> <li>• Revisit and update the original Community Needs Assessment to ensure the currency and relevancy of community gaps, opportunities, assets, etc. to support the ongoing implementation of The Challenge and its marketing themes.</li> <li>• Approximately every 9 months, the Recipient will submit and implement Theme-Based Action Plans and Budgets outlining specific, local activities (e.g., evidence-based programs, policies and supports) that will support The Challenge and one of its themes related to healthy eating and physical activity.</li> <li>• Ongoing collection of qualitative and quantitative data to inform Project evaluation through the tracking and measurement of health outcome, behavioural, and process indicators.</li> <li>• Continue to attend training sessions.</li> </ul>
Year 3 (2017-2018)	April 1, 2017- March 31, 2018	

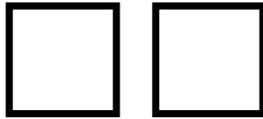


## ***Communications and Marketing***

1. The Recipient shall:
  - (a) act as media focus for the Project;
  - (b) respond to public inquiries, complaints and concerns with respect to the Project;
  - (c) report any potential or foreseeable issues to the Province through the Strategic Initiatives Branch (“SIB”) and the Communications and Marketing Division (“CMD”) of the Ministry of Health and Long-Term Care;
  - (d) notify SIB and CMD 5 Business Days prior to issuing any news release and other planned communications relating to news releases and provide materials 2 Business Days prior to release;
  - (e) despite the time frames set out above for news releases and other planned communications relating to news releases, all public announcements and media communications related to urgent and/or emerging Project issues shall require the Recipient to provide SIB and CMD with notice of such announcement or communication as soon as possible prior to release;
  - (f) advise SIB and CMD prior to embarking on major provider outreach activities and the release of any publications related to the Project;
  - (g) develop advertising creative locally with artwork files (e.g., healthy kids assets, word mark, community identifier) and a Visual Identity Guidebook supplied by the Province:
    - (i) This advertising creative should not include the Ontario Logo or other Ontario identifier associated with the Visual Identity Directive, September 2006; and
    - (ii) The Province does not have to review and/or approve any advertising creative developed by the Recipient.
  - (h) Ensure that Marketing Communications (e.g., printed or printer-ready items provided by the Province such as posters, brochures, fact sheets) are not to be used in paid media. Paid media is:
    - (i) any item that the Recipient pays to have published in a newspaper or magazine, displayed on a billboard, or broadcast on radio or television;
    - (ii) any printed matter (e.g., householder) that the Recipient wants to pay to have distributed unaddressed to Ontario households by any method of bulk delivery; and
    - (iii) still considered to have a value and therefore considered “paid media” if the media is given, donated, and/or traded.
2. Despite the Notice provision in Article 18 of the Agreement, the Recipient shall provide any Notice required to be given under the Communications and Marketing part of this Schedule to the following:

(a) ***Ministry of Health and Long-Term Care***  
***Communications and Marketing Division***  
**Strategic Planning and Integrated Marketing Branch 9th Floor,**  
**Hepburn Block, Toronto, ON M7A 1R3 Email:**  
[judv.langille@ontario.ca](mailto:judv.langille@ontario.ca)

(b) **Ministry of Health and Long-Term Care Health**  
**Promotion Division**  
**Strategic Initiatives Branch**  
**777 Bay Street, 19th Floor, Toronto, ON M7A 1S5 Email:**  
[healthykidscommunitychallenge@ontario.ca](mailto:healthykidscommunitychallenge@ontario.ca)



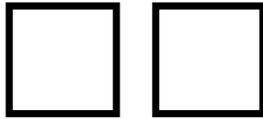
**SCHEDULE B” BUDGET**

**Healthy Kids Community Challenge – The Corporation of the City of London**

<b>FUNDING YEAR 1: APRIL 1, 2015 - MARCH 31, 2016</b>	
	<b>DIRECT SERVICES / PROJECT ADMIN. COSTS</b>
Salaries and wages including benefits (Local Project Manager)	<b>\$50,000 (Based on 100% FTE)</b>
Planning Services: <ul style="list-style-type: none"> <li>• Community Needs Assessment</li> <li>• Theme-Based Action Plan and Budget</li> <li>• Baseline data collection</li> <li>• Other</li> </ul>	<b>\$325,000</b>
<b>TOTAL *</b>	<b>Up to \$375,000</b>

<b>FUNDING YEARS 2-3 (APRIL 1, 2016 - MARCH 31, 2018)</b>	
	<b>DIRECT SERVICES / PROJECT ADMIN. COSTS</b>
Salaries and wages	<b>Up to \$375,000 for the 2016-17 funding year</b>
Contract employees	
Employee benefits	<b>Up to \$375,000 for the 2017-18 funding year</b>
Fee for services	
Transportation & communication	
Services	
Supplies	
Project materials	
Acquisition	
Other	
<b>TOTAL *</b>	<b>Up to \$750,000</b>

\* “Maximum Funds” means \$1,125,000 over the Term of the Agreement.



***SCHEDULE "C" PAYMENT***

**Healthy Kids Community Challenge – The Corporation of the City of London**

**FUNDING YEAR 1: APRIL 1, 2015 – MARCH 31, 2016**

PAYMENT DATE	TOTAL FUNDING
Pay up to \$15,625 semi-monthly on the 15th and 30th of each month, starting from April 15, 2015 to March 31, 2016.	<b>\$375,000</b>

**FUNDING YEAR 2: APRIL 1, 2016 – MARCH 31, 2017**

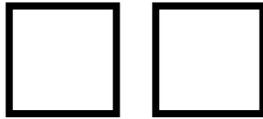
PAYMENT DATE	TOTAL FUNDING
Pay up to \$15,625 semi-monthly on the 15th and 30th of each month, starting from April 15, 2016 to March 31, 2017.	<b>\$375,000</b>

**FUNDING YEAR 3: APRIL 1, 2017 – MARCH 31, 2018**

PAYMENT DATE	TOTAL FUNDING
Pay up to \$15,625 semi-monthly on the 15th and 30th of each month, starting from April 15, 2017 to March 31, 2018.	<b>\$375,000</b>

Note: Final payment amount for each Funding Year to be rounded up or down, as required, to the total approved funding amount per Funding Year.

The Province may make adjustments to these instalments for reasons including, but not limited to, prior year Budget settlement based on this Agreement.



***SCHEDULE "D" REPORTS***

**Healthy Kids Community Challenge – The Corporation of the City of London**

NAME OF REPORT		DUE DATE
<b>Funding Year 1: April 1, 2015 to March 31, 2016</b>		
<b>1</b>	Q1 Financial Report	July 31, 2015
<b>2</b>	1st Project Activity Report	October 31, 2015
<b>3</b>	Q2 Financial Report	October 31, 2015
<b>4</b>	Q3 Financial Report	January 31, 2016
<b>5</b>	2nd Project Activity Report	April 30, 2016
<b>6</b>	Q4 Financial Report	April 30, 2016
<b>7</b>	Funding Year/Annual Reconciliation Report	June 30, 2016
<b>8</b>	Recipient's Audited Financial Report	June 30, 2016
<b>9</b>	Reports specified from time to time	On a date or dates specified by the Province
<b>Funding Year 2: April 1, 2016 to March 31, 2017</b>		
<b>10</b>	Q1 Financial Report	July 31, 2016
<b>11</b>	3rd Project Activity Report	October 31, 2016
<b>12</b>	Q2 Financial Report	October 31, 2016
<b>13</b>	Q3 Financial Report	January 31, 2017
<b>14</b>	4th Project Activity Report	April 30, 2017
<b>15</b>	Q4 Financial Report	April 30, 2017
<b>16</b>	Funding Year/Annual Reconciliation Report	June 30, 2017
<b>17</b>	Recipient's Audited Financial Report	June 30, 2017
<b>18</b>	Reports specified from time to time	On a date or dates specified by the Province
<b>Funding Year 3: April 1, 2017 to March 31, 2018</b>		
<b>19</b>	Q1 Financial Report	July 31, 2017
<b>20</b>	5th Project Activity Report	October 31, 2017
<b>21</b>	Q2 Financial Report	October 31, 2017
<b>22</b>	Q3 Financial Report	January 31, 2018
<b>23</b>	6th (Final) Project Activity Report	April 30, 2018
<b>24</b>	Q4 (Final) Financial Report	April 30, 2018
<b>25</b>	Funding Year/Annual Reconciliation Report	June 30, 2018
<b>26</b>	Recipient's Audited Financial Report	June 30, 2018
<b>27</b>	Reports specified from time to time	On a date or dates specified by the Province

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**Certificate of Insurance:** The Certificate of Insurance shall be provided to the Province at the same time the executed Agreement is provided to the Province by the Recipient.

***Report Details***

**1. *Q1 Financial Report***

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2015. Reporting templates will be provided by the Province.

**2. *1st Project Activity Report***

This report contains Project activity progress at the end of September 30, 2015. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

**3. *Q2 Financial Report***

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2015. Reporting templates will be provided by the Province.

**4. *Q3 Financial Report***

This financial report contains actual expenditures at the end of December 31, 2015, and a forecast of Project expenditures for the period from January 1, 2016 to March 31, 2016. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2016 to March 31, 2016, and identify any funds which will be un-spent by the end of the Funding Year.

**5. *2nd Project Activity Report***

This report contains Project activity progress at the end of March 31, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

**6. *Q4 Financial Report***

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2016. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

**7. *Funding Year/Annual Reconciliation Report***

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2015 to March 31, 2016 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

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**8. Recipient's Audited Financial Report**

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

**9. Reports specified by from time to time**

As specified by the Province.

**10. Q1 Financial Report**

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2016. Reporting templates will be provided by the Province.

**11. 3rd Project Activity Report**

This report contains Project activity progress at the end of September 30, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

**12. Q2 Financial Report**

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2016. Reporting templates will be provided by the Province.

**13. Q3 Financial Report**

This financial report contains actual expenditures at the end of December 31, 2016, and a forecast of Project expenditures for the period from January 1, 2017 to March 31, 2017. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2017 to March 31, 2017, and identify any funds which will be un-spent by the end of the Funding Year.

**14. 4th Project Activity Report**

This report contains Project activity progress at the end of March 31, 2017. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

**15. Q4 Financial Report**

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2017. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

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**16. Funding Year/Annual Reconciliation Report**

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2016 to March 31, 2017 after the organization’s financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

**17. Recipient’s Audited Financial Report**

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

**18. Reports specified from time to time**

As specified by the Province.

**19. Q1 Financial Report**

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2017. Reporting templates will be provided by the Province.

**20. 5th Project Activity Report**

This report contains Project activity progress at the end of September 30, 2017. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

**21. Q2 Financial Report**

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2017. Reporting templates will be provided by the Province.

**22. Q3 Financial Report**

This financial report contains actual expenditures at the end of December 31, 2017, and a forecast of Project expenditures for the period from January 1, 2018 to March 31, 2018. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2018 to March 31, 2018, and identify any funds which will be un-spent by the end of the Funding Year.

**23. 6th (Final) Project Activity Report**

This report contains Project activity progress at the end of the Funding Year (March 31, 2018). For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered. This report should include progress against performance indicators as agreed to by the Province. The Province will provide a template for use in reporting on performance indicators. Where appropriate, offer recommendations for future planning.

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**24. Q4 (Final) Financial Report**

This report contains actual expenditures at the end of the Funding Year (March 31, 2018). The financial report will specify actual revenues and expenditures against the approved budget and any resulting variances for the funding period. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

**25. Funding Year/Annual Reconciliation Report**

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2017 to March 31, 2018 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

**26. Recipient's Audited Financial Report**

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

**27. Reports specified from time to time**

As specified by the Province.