

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON NOVEMBER 7, 2017
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	ONTARIO EARLY YEARS CHILD AND FAMILY CENTRES ONTARIO TRANSFER PAYMENT AGREEMENT AND CITY ONTARIO EARLY YEARS CHILD AND FAMILY CENTRES FUNDING AGREEMENT TEMPLATE

RECOMMENDATION

- 1) That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached proposed by-law (Appendix A1) **BE INTRODUCED** at the Municipal Council Meeting of November 14, 2017 to approve an Ontario Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Education ("Province"), for funding in the total amount of \$3,808,829.00 to provide funding for Ontario Early Years Child And Family Centres and Child Care and Early Years Service System Planning in 2018-2019; and,
- 2) That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached proposed by-law (Appendix B1) **BE INTRODUCED** at the Municipal Council Meeting of November 14, 2017 to approve an Ontario Early Years Child and Family Centre Funding Agreement Template between The Corporation of the City of London and Early Years organizations, to act as a funding mechanism to support the implementation of Ontario Early Years Child And Family Centres and Child Care and Early Years Service System Planning in 2018-2019, and to approve a list of organizations that may be considered entering into this Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Child Care Information Update and London-Middlesex Child Care and Early Years Service Plan—July 18, 2017
- London's Child & Youth Agenda: 2017-2021—May 24, 2017
- Journey Together Early Years Transfer Payment Agreement—February 22, 2017
- Ontario Early Years Child and Family Centres Planning and Transfer Payment Agreement—January 24, 2017
- Neighbourhood Family Centre London District Catholic School Board St .Francis Catholic Elementary School—March 16, 2016
- Neighbourhood Family Centre: Thames Valley District School Board: Northwest London New Public School—February 17, 2016
- Neighbourhood Family Centre: Thames Valley District School Board: Northeast London New Public School—February 17, 2016
- London's Child and Youth Network: Family-Centred Service System Impact Assessment—December 15, 2015
- Child Care Information Update and 2015 Child Care Service Plan—April 21, 2015
- Child Care Funding Formula Update—April 8, 2013 (Established Child Care and Early Years Childhood Development Reserve Fund)
- Child and Youth Agenda II—"The Best for Our Children, Youth and Families II – The Next Three Years of London's Child and Youth Agenda to 2015"—November 2012
- The Child and Youth Agenda Year Two Implementation—February 15, 2011
- The Child and Youth Agenda Year One Implementation—January 25, 2010
- Provincial Announcement Regarding Full-Day Learning for Four- and Five- Year Olds in Ontario—November 16, 2009
- Dr Charles Pascal Report: With our Best Future in Mind, Implementing Early Learning in Ontario—July 20, 2009
- Update on Best Start Funding—April 27, 2009
- Child and Youth Agenda—October 6, 2008
- Best Start Phase 2 Plan for System Integration & Child Care Service Plan—July 9, 2007
- Best Start implementation Plan Update— August, 22, 2005; October 17, 2005; May 8, 2006; and, October 16, 2006

BACKGROUND

In February 2016, the Premier of Ontario announced the integration of four Ministry of Education funded early year's programs—Ontario Early Years Centres, Parent and Family Literacy Centres (PFLCs), Child Care Resource Centres, and Better Beginnings Better Futures—into one program: Ontario Early Years Child and Family Centre (herein referred to as OEYCFC). The development of the OEYCFCs is intended to provide an integrated, cohesive system of services and supports to children ages 0-6 and their families. All OEYCFCs will be guided by a provincial framework, a common identity, and a new funding approach.

OEYCFCs are part of the Ministry of Education's vision for the early years, where "Ontario's children and families are well supported by a system of responsive, high-quality, accessible and increasingly integrated early years programs and services that contribute to healthy child development". OEYCFCs provide three "mandatory core services": engaging parents and caregivers, supporting early learning and development, and making connections for families. In addition, OEYCFCs may offer additional programs and services that align with the priorities of individual communities.

Beginning January 1, 2018, the City of London, as the Service System Manager (herein referred to as the SSM), will be responsible for the oversight of the OEYCFC program, including the administration of funds, as part of its responsibility for the service system management of child care and early years in the city of London and Middlesex County.

The principles and mandatory core services associated with OEYCFCs are not new to the London community. Since 2007, London has been working to develop a family-centred service system (FCSS) through the work of London's Child and Youth Network (CYN). This work has manifested as a network of local Family Centres that provide the following types of programs, functions, and services from birth to youth:

- Parenting, Early Learning, Child and Family Programs
- Education, Early Childhood Education and Child Care
- Public Health and Wellness
- Recreation, Sports and Leisure
- Referral, Resources, Information and Awareness

This work is done to intentionally connect families to programs, functions, and services available in their neighbourhood.

The core functions of the OEYCFC strategy are already integrated into our existing local Family Centre model in London. Because of the work we have done as a community through the Child and Youth Network (CYN), we are well positioned to deliver both on the expectations of the Province for Ontario Early Years Child and Family Centres and the implementation of Family Centres across our community. Similarly, Middlesex County is well positioned to move forward given the work they have done through Middlesex Children's Services Network (MCSN).

Throughout 2017, the SSM has been planning for this transformational shift to take place with the support of local community partners. This work has included the development of a needs assessment and initial plan that was submitted to the Province at the end of September. This initial plan addressed the needs of all families, including Francophone and Indigenous families, in London and Middlesex. Below is brief summary of the priorities for 2018 and 2019 for the city of London:

Short-term Priorities (2018)

- 1) minimize service disruption to families;
- 2) maintain stability in the local early years system; and,
- 3) begin transitioning OEYCFC programs and sites towards London's family-centred service system model of Family Centres

Long-term Priorities (2019 and beyond)

- 1) continue to transition OEYCFC programs and sites towards London's family-centred service system model of Family Centres;
- 2) grow based on the results of the needs assessment using a phased approach; and,
- 3) align and locate OEYCFCs within Family Centres when opportunities arise.

Civic Administration and CYN partners recognize OEYCFCs as an opportunity to amplify the reach and impact of London's Family-Centred Service System through our Family Centre strategy.

In addition to system planning responsibilities, the City of London will also administer the funds allocated to it by the Province for the OEYCFCs. The allocation of the funds will initially occur in accordance with the priorities noted above.

The purpose of this report is to:

- 1) present for consideration a new Transfer Payment Agreement (TPA) between the Corporation of the City of London and the Province of Ontario to provide funding to support the SSM in implementing OEYCFCs and Child Care and Early Years Service System Planning; and,
- 2) present for consideration an OEYCFC Funding Agreement Template between the City of London and certain early years organizations to provide funding to support the implementation of OEYCFCs and Child Care and Early Years Service System Planning commencing January 1, 2018.

1) Transfer Payment Agreement (TPA) between The Corporation of the City of London and the Province of Ontario

Authority

The City of London is entering into this TPA using its discretionary powers as Service System Manager under section 57 of the *Child Care and Early Years Act, 2014* (CCEYA) to “establish, administer, operate and fund child care and early years programs and services”, and to “provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services”.

OEYCFC Allocation and 2018 Funding

The total OEYCFC allocation provided by the Province for each calendar year in 2018 and 2019 is \$3,808,829.00. The Province has provided this funding to the City of London as the SSM for the geographic area of London and the County of Middlesex. As a result, these funds will be used to support OEYCFC services across the geographic area of London and the County of Middlesex. Similar to the arrangement for child care, the City of London will flow funds to the County of Middlesex to administer early years programming in the County.

Funding Expectations

The *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*, articulate the expectations for Service System Managers with respect to the Ontario Early Years Child and Family Centres and Child Care and Early Years Service System Planning. These are summarized below.

(a) Ontario Early Years Child and Family Centres

- Parents and caregivers have access to high quality services that support them in their role as children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development;
- Children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being;
- Parents and caregivers have opportunities to strengthen their relationships with their children;
- Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition;
- Indigenous children and families have access to culturally responsive programming;
- Parents and caregivers are provided with timely, relevant, and up to date information about community and specialized services; and,
- Local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

(b) Child Care and Early Years Service System Planning

- Service system managers develop and implement child care and early years programs and services that are:
 - responsive to the needs of children aged 0-12 and their families;
 - reflective of relevant, current research and evidence;
 - informed by children and families, service providers, school boards, and Indigenous and Francophone partners who are engaged in local planning;
 - increasingly coordinated and integrated with early years and broader community supports (e.g. schools and specialized community services); and,
 - increase access to address unmet demand for child care and early years services.

To achieve the desired outcomes of OEYCFCs and Child Care and Early Years Service System Planning, the Province expects the City as Service Systems Manager to:

- Plan and manage the delivery of child and family centres and child care and early years service system planning within Provincial legislation, regulations, standards, policies and guidelines (e.g. *The Child Care and Early Years Act, 2014*; the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*);

- Develop and implement a local Child Care and Early Years Service Plan with community partners to ensure an integrated approach to community services for children;
- Allocate available resources in a way that achieves the agreed to outcomes and, where the City of London enters into agreements with service providers, respects fair treatment to all service providers; and,
- Provide to the Province, upon request, such information in addition of the service data elements as required for the Province to fulfill its policy and standard setting responsibilities.

Risks and Particulars of the Ontario Transfer Payment Agreement (TPA)

It is noted that the TPA contains the following indemnity clause (Article A9.1, “Indemnification”) stating, requiring the City to indemnify the Province, Her ministers, agents, appointees, and employees:

“The Recipient will 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 Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.”

While this indemnification creates potentially limitless liability on the City, in the opinion of Corporate Insurance/Risk Management, the indemnity clause should not prevent the Corporation from moving forward with final approval of this agreement, as the potential benefit of the funds outweigh the associated risk from the indemnity clause.

The Corporation of the City of London will mitigate risks associated with this TPA by using the optimum level of oversight, control and discipline enabling the City to manage risk in changing environments and help provide the proper level of assessment to ensure that the planning outcomes meet the necessary objectives. This will be done using clearly defined expectations of the objectives, functions, and eligibility criteria for all activities that are supported by this Ontario Transfer Payment Agreement.

The Managing Director of Neighbourhood, Children and Fire Services, or written designate, will administer the contract for the Corporation of the City of London.

2) OEYCFC Funding Agreement Template between The City of London and Early Years Organizations

The oversight of Provincial funding for OEYCFCs is a new responsibility for the City of London. In order to meet the obligations required by the Province as per the TPA discussed above, the City must enter into Funding Agreements with OEYCFC organizations in order to provide them with the Provincial funding. As a result, an Ontario Early Years Child and Family Centres Funding Agreement template (Schedule B1 to Appendix B1) is recommended for the City of London to meet its contractual obligations. The Ontario Early Years Child and Family Centres Funding Agreement will be used to provide funding to Early Years Organizations to implement OEYCFC services in the London community.

As noted above, for 2018, we will minimize disruption for families and maintain stability in the current early years system as best as possible while we plan for 2019 and beyond. As a result, it is recommended that only organizations that are currently funded by the Province to provide early years services will be considered for funding in 2018. Locally, these seven service providers include:

- 1) Childreach Centre
- 2) London’s Children Connection Inc.
- 3) Merrymount Children’s Centre
- 4) Investing in Children Inc.
- 5) Crouch Neighbourhood Resource Centre
- 6) The N’Amerind (London) Friendship Centre Inc.
- 7) La Ribambelle Centre Prescolaire Francophone De London

NEXT STEPS

By 2019, the City of London will have full responsibility for a Council-approved system plan for child care and early years services in London and Middlesex. SSM responsibilities include:

- conducting local needs assessments and facilitating meaningful engagement with key community partners, parents and caregivers to integrate OEYCFCs into local service system plans for early years programs and services;
- enhancing, relocating and/or reconfiguring OEYCFC programs and services to meet community needs, as required;
- managing provincial funds and any funding agreements with organizations associated with the delivery of OEYCFC programs and services; and,
- managing provincial funds related to early years community planning groups.

Planning with our community partners is continuing through 2018 and it is anticipated that we will bring forward the London-Middlesex Child Care and Early Years System Plan in late summer, 2018 for Council consideration. That plan will provide direction for the funding allocations for 2019 and beyond.

FINANCIAL IMPACT

As noted above, the 2018 and 2019 funding allocations for the City of London as the Service System Manager is approximately \$3,808,829/year. The OEYCFC program is expected to be fully funded by the Province of Ontario and therefore is not expected to have a net impact on the City's approved 2018 and 2019 operating budgets.

CONCLUSION

Families in London have been served well by provincial Family Support programs for many years. We applaud the Province's leadership in establishing a provincial approach for integrating and transforming child and family programs for parents, caregivers, and young children.

London has been on the path toward service integration for since 2007. The introduction of OEYCFCs, however, is an opportunity to accelerate our community's family-centred vision in a more robust and strategic way. OEYCFCs support our collective work helping families access the services and supports they need to reach their full potential.

PREPARED BY:	SUBMITTED BY:
JOSH ARCHER, MANAGER, POLICY AND STRATEGIC ISSUES NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	CHERYL SMITH, MANAGER, NEIGHBOURHOOD STRATEGIC INITIATIVES AND FUNDING NEIGHBOURHOOD, CHILDREN & FIRE SERVICES
RECOMMENDED BY:	
LYNNE LIVINGSTONE, MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	

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

APPENDIX A1

Bill No.
2017

By-law No. A.-_____

A by-law to approve the Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in right of Ontario, as represented by the Minister of Education; and to authorize the Mayor and the City Clerk to execute the Agreement.

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, including respecting climate change; 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;

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* ("CCEYA") The City of London is designated as the Service System Manager for the geographic service area of "City of London and County of Middlesex";

AND WHEREAS under subsection 54(1) of the CCEYA, the Minister of Education may: (a) establish, administer, operate and fund child care and early years programs and services;

AND WHEREAS under subsection 54(3) of the CCEYA, the Minister of Education may enter into agreements with service system managers for the purposes set out in subsection 54(1);

AND WHEREAS under section 56 of the CCEYA, a service system manager shall: (a) develop and administer local policies respecting the operation of child care and early years programs and services; ... (c) coordinate the planning and operating of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager; (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable; (e) perform such other duties as may be prescribed by the regulations;

AND WHEREAS under section 57 of the CCEYA, a service system manager may: (a) establish, administer, operate and fund child care and early years programs and services; ... (c) fund and provide financial assistance for other programs and services prescribed by the regulations that provide or support temporary care for or supervision of children; (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services; (e) evaluate and assess the impact of public funding; and (f) exercise such other powers as may be prescribed by the regulations;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act, 2014* provides that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

AND WHEREAS subsection 57(4) of the *Child Care and Early Years Act, 2014* provides that s. 19 of the *Municipal Act, 2001* does not limit a service system manager that is a municipality from exercising its powers under the Act or s. 9 of the *Municipal Act, 2001* throughout its service area;

AND WHEREAS subsection 57(6) of the *Child Care and Early Years Act, 2014* provides that section 106 of the *Municipal Act, 2001* does not apply with respect to assistance for child care and early years programs and services;

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

1. The Ontario Transfer Payment Agreement to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Education, for funding under the Ontario Early Years Child and Family Centres (OEYCFCs) program, substantially in the form attached as Schedule A1 to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. The Managing Director, Neighbourhood, Children, and Fire Services, or their written designate, are jointly and severally delegated the authority to approve such further other documents (including project budgets, cash flows and other financial reporting) that:
 - (i) are consistent with the requirements contained in the Agreement approved in section 1 above;
 - (ii) do not require additional funding or are provided for in the City's current budget; and
 - (iii) do not increase the indebtedness or liabilities 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 on November 14, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE A1

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2018.

BETWEEN:

**Her Majesty the Queen in right of Ontario as
represented by the Minister of Education**

(the "Province")

- and -

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

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Program Specific Information and Additional Provisions
Schedule "C" - Program Description
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 4.1,

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.

1.2 This Agreement terminates any Transfer Payment Agreement between the Province and the Recipient effective January 1, 2017 respecting the provision of Child and Family Programs.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Program; and
- (e) 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 Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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
Education**

Date

Name: Julia Danos
Title: Director, Early Years and Child Care Programs and
Service Integration Branch

Authorizing Signing Officer

The Corporation of the City of London

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**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 A13.1.

“**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 the maximum Funds set out in Schedule “B”.

“**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 pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

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

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

“**Program**” means the undertaking described in Schedule “C”.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance with, and will continue to comply 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 Program, the Funds, or both; and
- (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 will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will continue unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0 or until terminated by a new agreement between the Province and the Recipient.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; 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.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (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 the Recipient provides to the Province pursuant to section A7.1; or
- (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 Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Program. The Recipient will do all of the following:

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 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 payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.7 **Schedules.** In each Funding Year subsequent to the first Funding Year, new Schedules B, C, D, E, and F (the “**Schedules**”) to the Agreement shall be established according to the following process:

- (a) the Province shall provide the Recipient with draft Annual Schedules intended to replace Schedules B, C, D, E and F to the Agreement; and
- (b) upon receipt by the Province of approval of the draft Annual Schedules by the Recipient, the draft Annual Schedules shall be deemed to be Schedules B, C, D, E and F in relation to the Funding Year to which they apply.

A4.8 **When Annual Schedules Not Ready Prior to Beginning of Funding Years.** In the event the Annual Schedules are not finalized under A4.7(b) prior to the beginning of the new Funding Year:

- (a) the Province may continue to provide Funds to the Recipient in accordance with the Payment Plan set out in Schedule “E” for the previous Funding Year;
- (b) if the Province decides to continue to provide Funds under A4.8(a), Maximum Funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A4.8(a);
- (c) if the Province decides to provide Funds under A4.8(a) the Recipient shall continue to carry out the Program described in Schedule “C”, use the Funds in accordance with the Budget set out in Schedule “D” and provide Reports in accordance with Schedule “F” applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will 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 the amount as provided for in Schedule “B” at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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 Program, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (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.

A7.0 **REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, 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.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program 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 Program.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's 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 Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any 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 A7.2;
- (b) remove any copies made pursuant to section A7.3(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 Program, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province and the Government of Canada, the Recipient will:

- (a) acknowledge the support of the Province for the Program; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will 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 Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, 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 Program similar to the program 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(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 without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 Program and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will 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 Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, 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; or
- (d) the Recipient ceases to operate.

A13.2 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 Program;
- (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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, 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 from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON TERMINATION BY NEW AGREEMENT

A15.1 In the event this Agreement is terminated by a new agreement between the Province and the Recipient, the Recipient will, return to the Province any Funds remaining in its possession or under its control if requested by the Province.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount 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.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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

A16.3 **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.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will 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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will 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 will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (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.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of termination of the Agreement under Articles A11.0, A12.0, or A13.0: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	2018	2019
	\$ 3,808,829	\$ 3,808,829
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$ 1,500,000	
Insurance	\$ 2,000,000	
Contact information for the purposes of Notice to the Province	Ministry of Education 24th Floor, Mowat Block, 900 Bay Street, Toronto, Ontario M7A 1L2	
	Attention:	Julia Danos
		Director, Early Years Child Care Programs and Service Integration Branch
	Fax:	416-314-7836
	Email:	Julia.Danos@ontario.ca
Contact information for the purposes of Notice to the Recipient	The Corporation of the City of London 355 Wellington Street, Ste 248, PO Box 5045 London, ON N6A 4L6	
	Attention:	Lynne Livingstone
	Fax:	519-661-5930
	Email:	llivings@london.ca

Additional Provisions:

The Recipient will provide services in accordance with the policies, guidelines and requirements of the Province, as communicated to it.

SCHEDULE “C” PROGRAM DESCRIPTION

Legislation

The Recipients expenses for the following services are funded under the *Child Care and Early Years Act, 2014*.

This schedule outlines the services that the Province is funding, with public funds, on behalf of the citizens of Ontario including specific expectations and conditions that apply. Each service description addresses “who” will receive the service, “what” services are to be provided and “how” the service objectives will be addressed.

Service Objectives

As set out in the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*, the following services are delivered so that:

Ontario Early Years Child and Family Centres

- Parents and caregivers have access to high quality services that support them in their role as children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development.
- Children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being.
- Parents and caregivers have opportunities to strengthen their relationships with their children.
- Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition.
- Indigenous children and families have access to culturally responsive programming.
- Parents and caregivers are provided with timely, relevant and up to date information about community and specialized services.
- Local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

Child Care and Early Years Service System Planning

- Service system managers develop and implement child care and early years programs and services that are:
 - responsive to the needs of children aged 0-12 and their families; and
 - reflective of relevant, current research and evidence
- Informed by children and families, service providers, school boards, and Indigenous and Francophone partners who are engaged in local planning.
- Increasingly coordinated and integrated with early years and broader community supports (e.g. schools and specialized community services).
- Increasing access to address unmet demand for child care and early years services.

Provincial Expectations

- The Recipient plans and manages the delivery of child and family centres and child care and early years service system planning within Provincial legislation, regulations, standards, policies and guidelines (e.g. The *Child Care and Early Years Act, 2014*; the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*).
- The Recipient is required to develop and implement a local child care and early years service plan with community partners to ensure an integrated approach to community services for children.
- The Recipient will allocate available resources in a way that achieves the agreed to outcomes and, where the Recipient enters into agreements with service providers, respects fair treatment to all service providers.
- The Recipient shall provide to the Province, upon request, such information in addition of the service data elements as required for the Province to fulfill its policy and standard setting responsibilities.

French Language Services

The Recipient shall, in areas designated under the *French Language Services Act*, R.S.O. 1990, c. F.32, (“French Language Services Act”), have the capacity to provide child and family program services in French to Francophone children, parents and caregivers.

The Recipient shall take appropriate measures, including providing signs, notices and other information on services and initiating communication with the public, to make known to members of the public that the service is available in French at the choice any member of the public.

Additionally, the Recipient shall:

- Have capacity of providing services in French to Francophone organizations with agreements for child and family programs.
- Plan for a range of coordinated early years and care services that respond to the unique needs of Francophone children, their families, and the communities where they live.

Where the Recipient does not have full capacity to provide services in French, the Recipient shall annually submit to the Province a plan to build capacity with the above objectives

MANDATORY CORE SERVICES AND CUSTOMIZED COMMUNITY CONNECTIONS

Expense Name: Operating: Mandatory Core Services and Customized Community Connections

Legislation: *Child Care and Early Years Act, 2014*

People Served:

- Parents, legal guardians, and caregivers (i.e. adults that care for young children including family members, licensed and unlicensed child care providers, nannies) and children from ages 0 to 6.

Specific Service Provided:

Funding provided through the Recipient to Ontario Early Years Child and Family Centre providers to support the cost of providing mandatory core services related to:

- Engaging parents and caregivers;
- Supporting early learning and development; and
- Making connections for families.

Funding for the provision of Ontario Early Years Child and Family Centre programs and services must be in accordance with *the Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*.

Mandatory core services must be available in physical program sites where children, parents and caregivers can participate in programs and services in-person. Centre- based cores services must be offered year round and at least five days per week, including either Saturday or Sunday. In addition to mandatory centres, programs and services may be offered through mobile services, virtual services and resources, and local phone lines.

If core service expectations are being met on a regular and consistent basis, child and family centres may develop specific strategies and or targeted approaches in response to a community need or interest.

Program Goals:

- Supporting the delivery of Ontario Early Years Child and Family Centre programs and services
- Stabilizing and transforming existing Ontario Early Years Child and Family Centre programs so that they are more responsive to local need;
- Increasing access to Ontario Early Years Child and Family Centre programs and services.

PROFESSIONAL LEARNING AND CAPACITY BUILDING

Expense Name: Professional Learning and Capacity Building

Legislation: *Child Care and Early Years Act, 2014*

People Served:

- Parents, legal guardians, and caregivers (i.e. adults that care for young children including family members, licensed and unlicensed child care providers, nannies) and children from ages 0 to 6 benefit indirectly from this funding.

Specific Service Provided:

In accordance with the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*, this funding supports professional learning and development opportunities that builds the capacity of child and family centre staff and non-profit volunteer board members to provide high-quality, inclusive Ontario Early Years Child and Family Centre programs and services.

Program Goals:

To provide professional learning opportunities related to:

- Implementing and practising pedagogical approaches described in *How Does Learning Happen?*;
- Reflective practice and collaborative inquiry;
- Providing high quality child and family centre programs and services (e.g. healthy child development, pre and post natal care, adult and parent education, diversity and inclusion, community development and outreach, and cultural competency);
- Ensuring core services support inclusion of children with special needs and their families, for example, through the support of an SNR consultant; and
- Ontario Early Years Child and Family Centre business administration.

ADMINISTRATION

Expense Name: Administration

Legislation: *Child Care and Early Years Act, 2014*

People Served:

- N/A

Specific Service Provided:

In accordance with the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*, this funding supports administrative costs for the management of child and family centre programs and services.

Program Goals:

Funding is provided to support the Recipient's cost of administering child and family centre programs and services.

CHILD CARE AND EARLY YEARS PLANNING AND DATA ANALYSIS SERVICES

Expense Name: Child Care and Early Years Planning and Data Analysis Services

Legislation: *Child Care and Early Years Act, 2014*

People Served:

- Parents, legal guardians, and caregivers (i.e. adults that care for young children including family members, licensed and unlicensed child care providers, nannies) and children from ages 0 to 6 benefit indirectly from this funding.

Specific Service Provided:

In accordance with the:

- *Child Care and Early Years Act, 2014* and its regulations
- *Ontario Child Care and Early Years Service System Plan Resource*
- *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*

Funding for child care and early years planning and data analysis services may support:

- Discussions to regularly collect insights from community partners, parents, caregivers and children to inform planning of programs and services.
- Planning groups to raise awareness, share information and research, and coordinate in planning.
- Collection and analysis of local historical data on early years and where appropriate, incorporate these data into early years planning.
- Development of local policies for child care and early years service system plans.
- Building local capacity, awareness and understanding of early years research.
- Actively support knowledge mobilization to support system enhancements.

Program Goals:

A minimum expenditure for service system planning and data analysis is required to:

- Ensure child care and early years services are responsive to the needs of children aged 0-12 and their families;
- Ensure that local early years programs and services are reflective of relevant, current research and evidence;
- Ensure children and families, service providers, school boards, and Indigenous and Francophone partners are engaged in local planning;
- Facilitate smooth transitions and seamless care for children and families;
- Enhance integration between early years services as well as with broader community supports (e.g. schools and specialized community services); and
- Increase access to address unmet demand for child care and early years services.

SCHEDULE "D" - BUDGET

The Corporation of the City of London

Allocation Summary	Funding Year	
	2018*	2019
<i>Ontario Early Years Child Care and Family Centres</i>	\$ 3,808,829	\$ 3,808,829

Expenditure Benchmarks	Funding Year	
	2018	2019
Administration – Maximum Allowable Expenditure <i>(10% of total allocation maximum allowable expenditure)</i>	\$ 380,883	\$ 380,883
Child Care and Early Years Planning and Data Analysis Services – Minimum Expenditure Requirement <i>(minimum based on 2017 allocations for early child development planning and data analysis services)</i>	\$ 195,129	\$ 195,129

**2018 allocation must be fully spent within this calendar year, and cannot be carried forward to 2019.*

SCHEDULE "E" PAYMENT PLAN

The Budget Schedule (Schedule "D") identifies the Province's allocation to the Recipient for 2018 and 2019. The allocation is divided into 12 payments for each year. Monthly cash flow percentages are based on the annual allocation:

Payment Month	Amount of Annual Allocation
January	8.3%
February	8.3%
March	8.4%
April	8.3%
May	8.3%
June	8.4%
July	8.3%
August	8.3%
September	8.4%
October	8.3%
November	8.3%
December	8.4%

The Province automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions.

SCHEDULE “F” REPORTS

The Recipient must provide the following submissions to the Province as per the following cycle:

Submission Type	Due Date
Service Agreement	October 31, 2017*
Interim Report (2018)	August 31, 2018
Financial Statements (2018)	May 31, 2019
Interim Report (2019)	August 30, 2019
Financial Statements (2019)	May 31, 2020

*With an automatic extension granted if the Council has not approved the budget by this date.

Policy for Late Filing

- Please note that late filing of service agreements may result in delays in - payments being issued.
- Where a Recipient files an **Interim Report**, or **Financial Statements** after the filing deadline, the Province will take the following action until the submission has been received:
 - If the submission is not received by the Province within 30 days after the filing deadline, the Province will inform the Recipient that the submission is overdue.
 - After 31 days, cash flow will be reduced by 50 per cent of their monthly payment. The Province will work with the CMSM or DSSAB to discuss any challenges with providing the information and to offer support.
- Upon submission in accordance provincial requirements, the Province will revert back to the normal monthly payment process and will include in the monthly payment the total amount withheld up to that point.
- The Province reserves the right to suspend funding (in year or in the subsequent year(s)). Should the Recipient have any outstanding submissions the Province may exercise its discretion by not providing funding in the subsequent calendar year.

APPENDIX B1

Bill No.
2017

By-law No. A.-_____

A by-law to approve an Ontario Early Years Child and Family Centres Funding Agreement template between The Corporation of the City of London and early years organizations; and to authorize the Managing Director, Neighbourhood, Children, and Fire Services, or their written designate, to execute the 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, including respecting climate change; 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;

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* ("CCEYA") The City of London is designated as the Service System Manager for the geographic service area of "City of London and County of Middlesex";

AND WHEREAS under section 56 of the CCEYA, a service system manager shall: (a) develop and administer local policies respecting the operation of child care and early years programs and services; ... (c) coordinate the planning and operating of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager; (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable; (e) perform such other duties as may be prescribed by the regulations;

AND WHEREAS under section 57 of the CCEYA, a service system manager may: (a) establish, administer, operate and fund child care and early years programs and services; ... (c) fund and provide financial assistance for other programs and services prescribed by the regulations that provide or support temporary care for or supervision of children; (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services; (e) evaluate and assess the impact of public funding; and (f) exercise such other powers as may be prescribed by the regulations;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act, 2014* provides that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

AND WHEREAS subsection 57(4) of the *Child Care and Early Years Act, 2014* provides that s. 19 of the *Municipal Act, 2001* does not limit a service system manager that is a municipality from exercising its powers under the Act or s. 9 of the *Municipal Act, 2001* throughout its service area;

AND WHEREAS subsection 57(6) of the *Child Care and Early Years Act, 2014* provides that section 106 of the *Municipal Act, 2001* does not apply with respect to assistance for child care and early years programs and services;

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

1. The Ontario Early Years Child and Family Centres Funding Agreement template, substantially in the form attached as Schedule B1 to this by-law, is authorized and approved, for use in accordance with this By-law.
2. Subject to paragraph 4, below, the Managing Director, Neighbourhood, Children, and Fire Services, or their written designate, are jointly and severally authorized to:
 - (a) prepare and approve Funding Agreements based on the template agreement approved in paragraph 1 with the following organizations:
 - Childreach Centre
 - London's Children Connection Inc.
 - Merrymount Children's Centre
 - Investing in Children Inc.
 - Crouch Neighbourhood Resource Centre
 - The N'Amerind (London) Friendship Centre Inc.
 - La Ribambelle Centre Prescolaire Francophone De London; and
 - (b) insert such information into the Funding Agreement template as determined by the Managing Director, Neighbourhood, Children and Fire Services, or their written designate, including the name of the organization as set out in paragraph 1; and
 - (c) execute the Funding Agreements.
3. The Managing Director, Neighbourhood, Children, and Fire Services, or their written designate, are jointly and severally delegated the authority to approve and execute such further other documents (including project budgets, cash flows and other financial reporting) in connection with the Funding Agreement.
4. The authority of the Managing Director, Neighbourhood, Children and Fire Services, or their written designate, to act under sections 2 and 3 of this By-law, is subject to the following:
 - i) such acts are consistent with the requirements contained in the Funding Agreement approved in section 1 above;
 - ii) such acts do not require additional funding or are provided for in the City's current budget; and
 - iii) such acts do not increase the indebtedness or liabilities of The Corporation of the City of London.
5. The approval and authorization in sections 1, 2, 3 and 4 above are subject to the City entering into an Ontario Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario for funding for the Ontario Early Years Child and Family Centres program.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 14, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE B1

ONTARIO EARLY YEARS CHILD AND FAMILY CENTRES FUNDING AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2018 (the “Effective Date”)

BETWEEN:

The Corporation of the City of London
(the “City”)

- and -

[INSERT LEGAL NAME OF OEYCFC Organization]
(the “Recipient”)

BACKGROUND

WHEREAS the Province of Ontario previously funded four child and family programs (“Family Support Programs” including Ontario Early Years Centres, Parenting and Family Literacy Centres, Child Care Resource Centres, and Better Beginnings Better Futures programs);

AND WHEREAS the Province has entered into an Transfer Payment Agreement with the City for the provision of funding to the City for the purpose of funding Ontario Early Years Child and Family Centre organizations;

AND WHEREAS the City has the authority pursuant to the legislation indicated in the attached Schedule “C” (Program Description Schedule) to enter into this Agreement for the provision of funding for Ontario Early Years Child and Family Centres;

AND WHEREAS the Recipient has agreed to provide Ontario Early Years Child and Family Centres as described in the attached Schedule “C” (Program Description Schedule);

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the City and the Recipient (the “Parties”) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the “Agreement”), including:

Schedule “A” - General Terms and Conditions
Schedule “B” - Program Specific Information and Additional Provisions
Schedule “C” - Program Description
Schedule “D” - Budget
Schedule “E” - Payment
Schedule “F” - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

1.2 This Agreement terminates any previous Agreement between the City and the Recipient respecting the provision of Child and Family Programs.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:
(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be

deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010*, the *Public Sector Salary Disclosure Act, 1996*, and the *Auditor General Act*;
- (b) the Funds:
 - (i) are to assist the Recipient carry out the Program and not to provide goods or services to the City;
 - (ii) may be funding for the purposes of the *Public Sector Salary Disclosure Act, 1996*;
- (c) the City is not responsible for carrying out the Program;
- (d) the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act* and that any information provided to the City or the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (e) it has read and understands the provisions contained in the entire Agreement; and
- (f) agrees to be bound by the terms and conditions contained in the Agreement.

- SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

THE CORPORATION OF THE CITY OF LONDON

Date

Signature
Title: Managing Director, Neighbourhood, Children
and Fire Services

Date

Signature,
Title:

[ENTER LEGAL NAME OF RECIPIENT]

Date

Signature
*Print Name:
Print Title:
*I/We have authority to bind the Recipient.

Date

Signature
*Print Name:
Print Title:
*I/We have authority to bind the Recipient.

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the City and the Recipient, all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"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 City 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 A13.1.

"Funding Year" means the period commencing on the Effective Date and ending on the following December 31.

"Funds" means the money the City provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means The Corporation of the City of London, its councillors, officers, employees, agents, and appointees.

"Maximum Funds" means the maximum amount the City will provide the Recipient under the Agreement as set out in Schedule "B".

"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 pursuant to section A13.3(b), and includes any such period or periods of time by which the City extends that time in accordance with section A13.4.

"Parties" means the City and the Recipient.

"Party" means either the City or the Recipient.

"Program" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will 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 will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;

- (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 Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the City 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 will continue to be true and complete for the term of the Agreement.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the City's request, the Recipient will provide the City with proof of the matters referred to in this Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will continue unless terminated earlier pursuant to Article 11.0, Article A12.0 or Article A13.0 or until terminated by a new agreement between the City and the Recipient.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

A4.1 Funds Provided. The City will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; 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.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the City is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the City may request pursuant to section A10.2;
- (b) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the City may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the City's assessment of the information the Recipient provides to the City pursuant to section A7.1; and
- (d) if the City does not receive the necessary funding from the Ontario Legislature, the City is not obligated to make any such payment, and, as a consequence, the City may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Program. The Recipient will do all of the following:

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the *Ontario Early Years Child and Family Centres (2018): Business Practices and Funding Guidelines for Service System Managers*; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the City provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the City may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or,
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits and Refunds. The Recipient will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A4.7 Schedules. In each Funding Year subsequent to the first Funding Year, new Schedules B, C, D, E, and F (the "**Schedules**") to the Agreement shall be established according to the following process:

- (a) the City shall provide the Recipient with draft Annual Schedules intended to replace Schedules B, C, D, E and F to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Recipient, the draft Annual Schedules shall be deemed to be Schedules B, C, D, E and F in relation to the Funding Year to which they apply.

A4.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years. In the event the Annual Schedules are not finalized under A4.7(b) prior to the beginning of the new Funding Year:

- (a) the City may continue to provide Funds to the Recipient in accordance with the Payment Plan set out in Schedule "E" for the previous Funding Year;
- (b) if the City decides to continue to provide Funds under A4.8(a), Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A4.8(a);
- (c) if the City decides to provide Funds under A4.8(a) the Recipient shall continue to carry out the Program described in Schedule "C", use the Funds in accordance with the Budget set out in Schedule "D" and provide Reports in accordance with Schedule "F" applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the City'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 the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, 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 Program, the use of the Funds, or both.

A6.3 Disclosure to the City. The Recipient will:

- (a) disclose to the City, 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 City may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the City at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the City from time to time;
- (b) submit to the City at the address referred to in section A17.1, any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the City; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program 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 Program.

A7.3 Inspection. The City, its authorized representative, or an independent auditor identified by the City may, at the City's 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 Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(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 Program, or both.

A7.4 Disclosure. To assist in respect of the rights set out in section A7.3, the Recipient will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the City any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the City's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the City, the Province, and the Government of Canada, the Recipient will:

- (a) acknowledge the support of the City and the Province for the Program; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the City or the Province.

A8.2 Publication. The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the City.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will 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 Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, 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 program similar to the Program 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the City, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the City, provide to the City a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The City may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the City. If the City terminates the Agreement pursuant to section A11.1, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment 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 Program, and do either of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation or No Budget. If, as provided for in section A4.2(d), the City does not receive the necessary appropriation from the Ontario Legislature or from the City's current budget for any payment the City is to make pursuant to the Agreement, the City may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the City terminates the Agreement pursuant to section A12.1, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient 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 Program and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the City determines that the costs to wind down the Program exceed the Funds remaining in the possession or under the control of the Recipient, the City will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the City, 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 Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the City 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; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- (a) initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the City determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the City provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the City upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the City provides the Recipient with an opportunity to remedy the Event of Default, the City will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the City provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the City 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 City,

the City may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

A13.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the City under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the City 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.

A15.0 FUNDS UPON TERMINATION BY NEW AGREEMENT

A15.1 In the event this Agreement is terminated by a new agreement between the City and the Recipient, the Recipient will return to the City any Funds remaining in its possession or under its control if requested by the City.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the City provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the City 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 City.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the City demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the City, whether or not the City has demanded their payment.

such Funds or other amount will be deemed to be a debt due and owing to the City by the Recipient, and the Recipient will pay or return the amount to the City immediately, unless the City directs otherwise.

A16.3 **Interest Rate.** The City may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the City on accounts receivable.

A16.4 **Payment of Money to the City.** The Recipient will pay any money owing to the City by cheque payable to “The Corporation of the City of London” and delivered to the City as provided for in Schedule “B”.

A16.5 **Fails to Pay.** If the Recipient fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Recipient by the City.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the City and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY THE CITY AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the City provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and,
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 Parties Independent. The Recipient is not an agent, joint venturer, partner or employee of the City, and the Recipient will 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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the City, assign any of its rights or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will 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 will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the City may request from time to time with respect to any matter to which the Agreement pertains, and will 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the City for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the City 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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with the City or an Agency, Board or Commission of the City (a "Failure");
- (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 City may suspend the payment of Funds for such period as the City determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross- referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of termination of the Agreement under Articles A11.0, A12.0, or A13.0: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the City), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS

Maximum Funds	\$
Amount for the purposes of section 5.2 of Schedule "A"	\$
Term of Agreement	Insert date range agreement
OEYCFC Centre-based Location	
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the City	The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9 Attention: City Clerk Fax: (519) Email:
Contact information for the purposes of Notice to the Recipient	[insert address of Recipient] Attention: Fax: 519- Email: @

Additional Provisions:

The Recipient will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.

PROGRAM DESCRIPTION SCHEDULE

Legislation

The Recipient is receiving funding under the *Child Care and Early Years Act, 2014*, S.O. 2014, C. 11 (“CCEYA”) and the *Municipal Act, 2001*, S.O. 2001, c. 25 (“*Municipal Act*”).

Section 2 of Ontario Regulation 138/15 made under the CCEYA designates the City of London as the service system manager for the service area “City of London and County of Middlesex”;

Section 2 of the CCEYA defines “early years programs and services” to mean “programs and services for children or parents that are specified or meet the description set out in the regulations, which,

(a) involve or relate to the learning, development, health and well-being of children, (b) do not provide child care and are not extended day programs, and
(c) are funded wholly or partly by the Ministry”;

Subsection 54(1) of the CCEYA provides that the Minister may (a) establish, administer, operate and fund early years programs and services; ... (c) fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children;

Subsection 54(3) of the CCEYA provides that the Minister may enter into agreements with service system managers for the purposes of subsection 54(1);

Subsection 57(1) of the CCEYA provides that a service system manager may (a) establish, administer, operate and fund early years programs and services;

Subsection 47(2) of the CCEYA provides that, for the purposes of Part VI of the CCEYA, the power to establish, administer, operate or fund programs and services includes the power to do so directly or indirectly;

Section 7 of Ontario Regulation 138/15 made under the CCEYA provides that any funding agreement entered into between the Minister and a service system manager under ss. 54(3) of the CCEYA with respect to the funding of services described in ss. 6(1) of the Regulation 138/15 [which include in paragraph 3. 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; and paragraph 9. The provision of a family support program] shall include the cost sharing arrangements set out in section 7;

Section 13 of Ontario Regulation 138/15 made under the CCEYA provides if a service area includes more than one municipality, the apportionment of costs among the municipalities of the service system manager’s costs incurred pursuant to a cost sharing arrangement included in an agreement under subsection 54(3) of the CCEYA shall be in accordance with that section;

Section 107 of the *Municipal Act* provides that the City may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

Section 9 of the *Municipal Act* 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 subsection 57(2) of the CCEYA also provides “for greater certainty, a service system manager may use its powers under the following provisions for the purposes of this Act: 1. If the service system manager is a municipality, section 9 of the *Municipal Act, 2001*...”.

This schedule outlines the kinds of services that the City is funding, with public funds, on behalf of the inhabitants of the service area “City of London and County of Middlesex”, including specific expectations and conditions that apply.

Funding Objectives

- Parents and caregivers have access to high quality services that support them in their role as their children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development.
- Children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being.
- Parents and caregivers have opportunities to strengthen their relationships with their children.

- Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition.
- Indigenous children and families have access to culturally responsive programming.
- Parents and caregivers are provided with timely, relevant and up to date information about community and specialized services.
- Local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

City Expectations

- The Recipient is responsible for the management, operation, and administration of the Ontario Early Year Child and Family Centre programs as outlined in this agreement within Provincial legislation, regulations, standards, policies and guidelines, and within the City's Service Plan.
- The Recipient shall provide to the City, from time to time, such information in addition to the service data elements as required for the City to fulfill its provincial policy and standard setting responsibilities.

RECIPIENT GOVERNANCE

Funding Objectives:

Funding recipients must have governance structures and accountability processes to properly administer and manage public funds and to provide services to clients.

The Recipient commits to fulfilling the City's expectations for good governance as identified below.

The Recipient represents and warrants that:

- The Recipient is legally incorporated;
- The Recipient's Board of Directors, collectively, has the expertise and experience necessary to discharge its responsibilities in compliance with City requirements;
- The Recipient's Board of Directors has a governance structure and accountability mechanisms in place to manage City funding as set out in the funding agreement;
- The Recipient's Board of Directors complies with the bylaws and governance policies of the Recipient corporation; and
- The Recipient's governance structures and accountability mechanisms are in accordance with any statutory and/or regulatory provisions or directives that apply to the organization.

The Recipient covenants that:

- The Recipient shall be legally incorporated;
- The Recipient's Board of Directors, collectively, shall have the expertise and experience necessary to discharge its responsibilities in compliance with City requirements;
- The Recipient's Board of Directors shall have a governance structure and accountability mechanisms in place to manage City funding as set out in the funding agreement;
- The Recipient shall comply with the City's risk assessment business process;
- When a Recipient's overall risk rating has been assessed by the City to be high or medium risk, the Recipient shall allow the City to complete a Comprehensive Risk Assessment according to City timelines.
- When a Recipient's overall risk rating has been assessed by the City to be low risk, the Recipient shall complete and submit the City's Agency Reporting tool according to City timelines.
- Whenever requested by the City, the Recipient shall submit an action plan to the City that specifies how it will mitigate the identified risks according to specific timelines;
- The Recipient's Board of Directors shall comply with the bylaws and governance policies of the Recipient corporation;
- The Recipient's governance structures and accountability mechanisms shall be in accordance with any statutory and/or regulatory provisions or City directives that apply to the organization; and
- The Recipient shall provide any governance documents requested by the City, including, but not limited to: letters patent, mission statement, vision, values, bylaws, governance policies and procedures, board minuted decisions, board strategic plan, board meeting schedule, board succession plan, annual report, minutes from the annual general meeting.

ONTARIO EARLY YEARS CHILD AND FAMILY CENTRES

1.0 SERVICES

1.1 Site Management

The Recipient shall:

- (a) Make every reasonable effort to take a schools-first approach in alignment with other child care and early years initiatives whenever possible, including locating physical program space within schools, and encouraging the integration of Child and Family Centres and school communities.
- (b) Manage physical program sites where children, parents and caregivers can participate in child and family programs and services in-person. Centres may be located within schools or community buildings, or may stand alone.
- (c) Offer centre-based core services year round and at least five days per week, including either Saturday or Sunday. This requirement may be met by offering the core services in different centres on different days of the week.
- (d) Consider offering evening services to expand access to working parents and care givers.
- (e) Identify the location(s) where OEYCFC core services are being operated.
[insert based on Recipient]

1.2 System Management

The Recipient shall:

- (a) [insert based on Recipient]

1.3 OEYCFC Core Services

The Recipient shall provide services under the following Service Categories (Mark with an X all that apply:):

Engage Parents and Caregivers	
	Discussions and information sharing about child development, parenting, nutrition, play and inquiry-based learning, and other topics that support their role
	Pre- and postnatal support programs to enhance parent and caregiver well-being and to support them in their role(s)
	Targeted outreach activities directed at parents and caregivers that could benefit from OEYCFC programs and services but are not currently accessing services for a variety of reasons (e.g., newcomers to the city of London and Middlesex County, teen parents, low-income families, etc.)
Support Early Learning and Development	
	Drop-in programs and others programs and services that build responsive adult-child relationships and encourage children’s exploration, play and inquiry, supported by How Does Learning Happen? Ontario’s Pedagogy for the Early Years
Make Connections for Families	
	Responding to a parent/caregiver concern about their child’s development through conversation and observation supported by validated tools and resources (e.g., developmental surveillance, NDDS). In some cases, this may result in supporting parents/caregivers to seek additional support from primary care or other regulated health professionals.
	Information sharing about and facilitating connections with specialized community services (such as children’s rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
	Ensuring Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for simple transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
	Information sharing about programs and services available for the whole family beyond the early years.

1.4 Customized Community Connections

The Recipient shall:

- (a) [insert based on Recipient]

1.5 Qualified Teams and Registered Early Childhood Educator Staff Requirements

The Recipient shall:

- (a) Ensure that qualified staff teams are responsible for delivering programs and services at every centre. Qualified teams must include at least one Registered Early Childhood Educator (RECE) to deliver mandatory core services related to support early learning and development. The Ministry of Education recommends RECE qualifications for all team staff delivering services related to early learning and development beyond the minimum requirement of 1 RECE at every centre.

1.6 Additional Child and Family Centre Requirements

The Recipient shall:

- (a) Ensure that appropriate policies and procedures are in place to ensure Ontario Early Years Child and Family Centres are delivered in a way that promote the health, safety and well-being of children and families being served. This includes ensuring that policies and procedures are in places regarding:
 - Vulnerable Sector Screens
 - First Aid
 - Emergency Plans
 - Sanitation and maintenance
 - Workplace health and safety relating to staff
 - Complaints and resolutions processes
- (b) Reporting serious incidents to the City and processes for determining appropriate, if any, response if required.
- (c) Report to the City as soon as practicable any incidents that have occurred that may result in media attention.
- (d) Operate in accordance with all federal, provincial, and municipal legislation and regulations as well as Ministry of Education policies and guidelines.
- (e) Report to the Children’s Aid Society suspected child abuse and neglect, in accordance with the *Child and Family Services Act*.

2.0 PUBLICITY AND RECOGNITION

The Recipient will implement their work in line with guiding principles as reflected in the Ontario Early Years Child and Family Centres Marketing and Advertising Guidelines (2018).

The Recipient will recognize the City as a funding provider in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve such publicity.

The Recipient will recognize the Province of Ontario as a funding partner in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve.

3.0 PRACTICES

The Recipient will implement their work in line with the following core visions and guiding principles as reflected in the *Ontario Early Years Child and Family Centres (2018) Business Practices and Funding Guidelines for Service System Managers*:

Visions	
Ontario Early Years Child and Family Centres (OEYCFCs)	OEYCFCs are intended to support all children, parents and caregivers in learning, growing and connecting—together. This support the realization of Ontario’s vision for the early years, where Ontario’s children and families are well supported by a system of responsive, high-quality, accessible and increasingly integrated early years programs and services that contribute to healthy child development today and a stronger future tomorrow.
London’s Family- Centred Service System	In every London neighbourhood residents will open a single door to multiple opportunities that support children and families in achieving their full potential. These opportunities will be identified by the neighbourhood and implemented according to evidence-informed best practices using an integrated, inclusive, and holistic approach.
Principles	
Child and Family Centred	All programs and services are designed and delivered to meet the unique needs of parents, caregivers, and young children to support their developmental healthy and general well-being.
Welcoming	OEYCFCs continuously strive to provide a warm and welcoming environment based on the foundational conditions for supporting

	growth and long-term success (belonging, well-being, engagement, and expression; see the Province of Ontario's <i>How Does Learning Happen? Ontario's Pedagogy for the Early Years</i>)
High Quality	Programs and services are designed to foster positive outcomes and support nurturing relationships for children, parents, and caregivers based on the latest evidence and research.
Inclusive	Programs and services are accessible and responsive to children, parents, and caregivers with varying abilities and cultural, language, socio-economic, sexual orientation and religious backgrounds.
Integrated	Programs and services are developed, coordinated, and delivered in a cohesive manner in collaboration with broader community services, school boards, early years partners, primary care providers, parents, and caregivers.
Community led	Communities, educators, parents and caregivers are engaged in designing programs and services that embrace and build on their strengths, address identified gaps and meet their unique needs.
Empowering	Families are experts in their own life experiences.
Engaging	OEYCFCs believe that families must have the opportunity and resources to make informed decisions.
Respectful	OEYCFCs and families listen to each other and work together to develop strength-based solutions, knowing that respect builds trusting relationships between children, families, and colleagues. OEYCFCs respect the environment they are working in and understand how their actions impact others working in the space. OEYCFCs are respectful of the values of other organizations; the legislative mandate of specific organizations; and, existing employment and other agreements that might exist.
Collaborative	OEYCFCs collaborate with one and more members of a team, each of whom makes a unique contribution from within their scope of practice to the achievement of a common goal. Through this collaboration, OEYCFCs develop and provide services that are comprehensive, accessible, understandable, and respectful.
Creative	OEYCFCs are willing to work with families to find "out-of-the-box" approaches to meeting their needs.
Accessible	OEYCFCs are flexible and strive to accommodate everyone with accessibility needs.
Equitable	OEYCFCs strive to provide equitable services that are customized to best meeting the unique needs of each family.

4.0 FRENCH LANGUAGE SERVICES

Recipients are expected to strengthen partnerships with French language service providers, school boards, and other French first-language service providers to support:

- (a) The provision of high quality French language services;
- (b) The identification of emerging and established promising practices related to the delivery of French language services in minority and majority language settings; and,
- (c) The identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

5.0 CULTURALLY RESPONSIVE SERVICES

Recipients are expected to strengthen partnerships with Indigenous-led service providers to support:

- (a) The provision of high quality Indigenous-led services;
- (b) The identification of emerging and established promising practices related to the delivery of Indigenous-led services in minority and majority language settings; and,
- (c) The identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

6.0 MEASUREMENT

Recipients shall provide measurement and reporting for the following data elements (**mark with an x all that apply**): (See below: Data Elements and Definitions)

Data Element	
	Number of Child and Family Centre Sites
	Number of purchase of service agreements for Child and Family Centres
	Number of FTE program staff

	Number of FTE non-program staff (excluding data and analysis/planning staff)
	Number of FTE program staff that are RECEs
	Number of FTE program staff receiving RECE exemptions
	Number of service providers that have received an RECE exemption
	Number of children served
	Number of visits made my children
	Number of parents/caregivers served
	Number of visits made by parents/caregivers
	Confirmation that all centres are compliant with planning guidelines and that programming aligned with <i>How Does Learning Happen?</i>

The Recipient shall:

- (a) [insert based on Recipient]

Data Elements and Definitions

<p>Name: Total Number of Child and Family Centre Sites Definition: The number of physical locations where there are Child and Family Centres. Child and Family Centres offer core services year round, at least five days a week, including either Saturday or Sunday (either through one or multiple locations). All locations should be included in reporting the total number Child and Family Centre Sites.</p>
<p>Name: Number of Purchase of Service Agreements Definition: Number of service agreements held between a CMSM or DSSAB and a service provider to deliver Child and Family Centre programming</p>
<p>Name: Number of Children Served Definition: Number of children, aged 0-6 that received services at some point during the calendar year. A child is reported in the EFIS report in which he/she received services and counted once during the year. This data element is only used when a child participates in an early learning activity</p>
<p>Name: Number of Visits made by Children Definition: the total number of visits that children, aged 0-6, made to Child and Family Centres</p>
<p>Name: Number of Parents/Caregivers Served Definition: The number of parents/caregivers who actively participated in a program, either with their children or separately. A parent/caregiver is reported in the EFIS report in which he/she received services and counted only once during the calendar year.</p>
<p>Name: Number of Visits Made by Parents/Caregivers Definition: Total number of visits that parents/caregivers made to Child and Family Centres</p>
<p>Name: Number of FTE Program Staff Definition: The number of full-time equivalent staff who are involved in the development, design and delivery of Child and Family Centre programs and services. Full-time equivalent is based on a minimum of 35 hours/week</p>
<p>Name: Number of FTE Non-Program Staff Definition: The number of full-time equivalent non-program staff (including cooks, drivers, housekeeping, clerical, and financial staff and chief administrators) employed by Child and Family Centre service providers. Full-time equivalent is based on a minimum of 35 hours/week. This excludes FTEs to deliver planning and data analysis services.</p>
<p>Name: Number of FTE Program Staff that are Registered Early Childhood Educators (RECE) Definition: The number of full-time equivalent program staff who hold an RECE. Full-time equivalent is based on a minimum of 35 hours per week.</p>
<p>Name: Number of FTE Program Staff who received a Registered Early Childhood Educator Exemptions Definition: The number of FTE program staff exemptions that have been granted exemptions from the RECE requirement. Full-time equivalent is based on a minimum of 35 hours/week</p>
<p>Name: Number of Service Providers that have received an exemption from requiring a Registered Early Childhood Educator Definition: The number of service providers that have been granted an exemption from the requirement of having an RECE at the centre to provide core services related to early learning and development.</p>
<p>Name: Programming guided by How Does Learning Happen? Definition: confirmation that Child and Family Centres programs and services are guided by and align with the foundations in How Does Learning Happen?</p>
<p>Name: Number of full-time equivalent staff by position Definition: The total number of full-time equivalent staff by position supported through administration funding. Full time equivalent is based on a minimum of 35 hours per week.</p>
<p>Name: Number of staff (head count) by position Definition: The total number of staff (head count) by position supported through administration funding</p>

SCHEDULE "D"
BUDGET

2018 12-month Allocation
[insert name of Recipient]

2018 Ontario Early Years Child and Family Centres:	City of London Contribution
[adjust specific sites, services and programs as needed based on Recipient]	
Total Ontario Early Years Child and Family Centres Allocation	\$ []

**SCHEDULE “E”
PAYMENT**

As identified in the Ontario Early Years Child and Family Centres (2018) Business Practices, Services and Funding Guidelines for Service System Managers, monthly cash flow percentages will be based upon the total 2018 maximum funds divided by 12 months:

Payment Month	Amount of Maximum Funds
January	8.3%
February	8.3%
March	8.4%
April	8.3%
May	8.3%
June	8.4%
July	8.3%
August	8.3%
September	8.4%
October	8.3%
November	8.3%
December	8.4%

The City automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions.

SCHEDULE “F” REPORTS

The Recipient must provide the following submissions to the City as per the following cycle:

Submission Type	Due Date
Interim Report (2018)	August 10, 2018
Financial Statements (2018)	May 11, 2019
Final Report (2018)	August 9, 2019

Policy for Late Filing

- Where a Recipient files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the submission has been received:
 - If the submission is not received by the City within 30 days after the filing deadline, the City will inform the Recipient that the submission is overdue.
 - After 31 days, cash flow will be reduced by 50 percent of their monthly payment. The City will work with the Recipient to discuss any challenges with providing the information and to offer support.
- Upon submission of City requirements, the City will revert back to the normal monthly payment process and will include in the monthly payment the total amount withheld up to that point.
- Should a Recipient have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.