

Bill No. 3
2020

By-law No. A.-_____ -_____

A by-law to approve a Neighbourhood, Children and Fire Services Funding Agreement Template; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV Neighbourhood, Children and Fire Services, to approve and execute agreements using the Neighbourhood, Children and Fire Services Agreement Template.

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 the City and the Province of Ontario have entered into an Ontario Transfer Payment Agreement for the purposes of funding Ontario Child Care and EarlyON Child and Family Centres;

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 Corporation of 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;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* enables a municipality to delegate certain powers and duties any Act, to a person or body, subject to restrictions set out in the *Municipal Act, 2001*;

AND WHEREAS the Municipal Council has deemed the delegations herein to be of a minor nature, having regard to the number of people, the size of the geographic area, and the time period affected by the delegation;

AND WHEREAS nothing in subsection 23.1 of the *Municipal Act, 2001* restricts a municipality from delegating its administrative powers;

AND WHEREAS the Municipal Council has adopted a “Delegation of Powers and Duties Policy” for establishing guidelines to consider when delegating its powers and duties to a person;

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

1. The Neighbourhood, Children and Fire Services Funding Agreement Template, substantially in the form attached as Schedule “A” to this by-law, is hereby authorized and approved.
2. The Managing Director, Neighbourhood, Children and Fire Services or in their absence the Manager IV, Neighbourhood, Children and Fire Services, is hereby delegated the authority to execute Funding Agreements based on the Template authorized and approved in section 1 of this by-law
3. The authority of the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV, Neighbourhood, Children and Fire Services, to act under sections 1 and 2 of this by-law, is subject to the following:
 - i. such actions are consistent with the requirements contained in the Funding Agreement approved in section 1 above;
 - ii. such actions are in accordance with all applicable legislation;
 - iii. such actions do not require additional funding or are provided for in the City’s current budget; and,
 - iv. such actions 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 December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

SCHEDULE "A"

NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES FUNDING AGREEMENT THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

THIS AGREEMENT MADE THIS <insert day> DAY OF <insert month> , 20 <insert year>

BETWEEN

<INSERT NAME OF PARTY>
("the Agency")

AND

The Corporation of the City of London
a municipality incorporated under the laws
of the Province of Ontario:
("the City")

WHEREAS pursuant to multiple pieces of Provincial legislation, described below, the City is party to a number of various funding arrangements (including but not limited to receiving funds, sharing funds and distributing funds) with community partners for the purposes of implementing and delivering community services and programs;

AND WHEREAS pursuant to section 2(1) of the *Child Care and Early Years Act, 2014*, S.O. 2014, c.11, Sched. 1 (the "CCEYA"), "service system manager" is defined as a municipality or district social services administration board designated by the regulations as the service area of that service system manager in accordance with section 65(1);

AND WHEREAS the City has a Child Care and Early Years Service System Plan (the "Plan"), in accordance with section 51(1) of the CCEYA;

AND WHEREAS in accordance with section 51(5), Council of the City has approved the Plan;

AND WHEREAS pursuant to section 54(3) of the CCEYA the Minister of Education (the "Minister") may enter into agreements with the service system manager for the purposes of establishing, administering, operating or funding child care and early years programs or services, or to fund or provide financial assistance for persons charged fees in respect of child care, or for funding or providing financial assistance that support the temporary care for or supervision of children;

AND WHEREAS a service system manager has all the rights, powers and privileges of a natural person, in accordance with section 9 of the *Municipal Act, 2001*;

AND WHEREAS a service system manager shall,

- (a) develop and administer local policies respecting the operation of child care and early years programs and services;
- (b) administer the delivery of financial assistance provided by the Minister under clause 54 (1) (b), in accordance with the regulations;
- (c) coordinate the planning and operation 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 a service system manager may,

- (a) establish, administer, operate and fund child care and early years programs and services;
- (b) provide financial assistance for persons who are charged fees in respect of licensed child care, authorized recreational and skill building programs and extended day programs, in accordance with the regulations;
- (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;
- (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 the Agency provides one or more of the services prescribed in O. Reg. 137/15;

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 services related to child care and EarlyON Child and Family Centre organizations;

AND WHEREAS the City has the authority pursuant to the legislation indicated in the attached Attachment to enter into this Agreement for the provision of funding for services related to child care and EarlyON Child and Family Centres;

AND WHEREAS the Recipient has agreed to provide services related to child care and EarlyON Child and Family Centres as described in the Attachment (Program Description Schedule);

AND WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions 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;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein the parties agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement and all Attachments to this Agreement, words will be defined in accordance with the applicable legislation, unless otherwise defined in an Attachment.

2. ATTACHMENTS FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

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

_____ Attachment A: Reporting Requirements

- _____ Attachment B: EarlyON Child and Family Centres Funding
- _____ Attachment C: Children's Services Funding
- _____ Attachment D: Neighbourhood, Children, and Fire Services Standard Purchase of Services
- _____ Attachment E: Letter of Understanding

3. TERM

- 3.1 This Agreement shall take effect on signing by both parties and will continue until it is replaced or superseded by a subsequent agreement or until it is terminated pursuant to the termination provisions of this Agreement. The completion of obligations under an Attachment to this Agreement does not terminate any obligations or the validity of this Agreement or any of the other Attachments.

4. THE AGENCY/CITY RELATIONSHIP

- 4.1 The City, in its sole discretion, may pay funding to an Agency, in accordance with this Agreement and applicable Attachment(s). The amount, if any, shall be determined by the City, from time to time.
- 4.2 The Agency, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.
- 4.3 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Agency or between the City and any employees, agent or contractor of the Agency.

5. TERMINATION

- 5.1 This Agreement may be terminated by either party upon giving the greater of: sixty (60) days' notice, in writing, without penalty or cause, or notice in accordance with the applicable Attachment(s).
- 5.2 Individual Attachments can be terminated in accordance with their specific provisions and without having any effect on this Agreement.
- 5.3 Notwithstanding anything else in this Agreement or Attachments, the City retains the discretion to terminate the Agreement or the Attachments immediately as a result of non-performance or default, and will provide written notice in accordance with section 12 of this Agreement.
- 5.4 Each of the following events will constitute an event of default or non-performance:
- (a) in the opinion of the City, the Agency 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 Attachment A, reports or such other reports as may have been requested;
 - (b) the Agency'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 Agency makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the

Agency bankrupt, or applies for the appointment of a receiver; or

(d) the Agency ceases to operate.

5.5 Consequences of Termination on Notice by the City. If the City terminates the Agreement pursuant to section 11.1, the City may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand from the Agency the payment of any Funds remaining in the possession or under the control of the Agency; and

(c) determine the reasonable costs for the Agency to wind down the Program, and do either of the following:

(i) permit the Agency to offset such costs against the amount the Agency owes pursuant to section 11.2; and,

(ii) subject to section 4.1, provide Funds to the Agency to cover such costs.

6. INDEMNIFICATION

6.1 The Agency undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Agency's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(a) any breach of this Agreement by any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);

(b) any loss or misuse of funds held by the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);

(c) the acts or omissions of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) in performing the services or otherwise carrying on the Agency's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines and penalties;

(d) any claim or finding that any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) are employees of, or are in an employment relationship with, the City or are entitled to Employment Benefits of any kind;

(e) any liability on the part of the City under any statute (including but not limited to the *Income Tax Act* or an employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties by virtue of any of the following being considered to be an employee of the City, from Agency: the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers); and,

(f) any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the Corporation to pay income tax, charges or penalties under the *Income Tax Act (Canada)* in respect of any claims, demands and amounts payable in accordance with the contract which may be made by, on behalf of, or related to Services Canada Skills Development and Human Resources Development Canada or by any other government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the

Agency's behalf.

7. LIABILITY INSURANCE

7.1 The Agency undertakes and agrees that throughout the term of this Agreement, the Agency shall maintain:

(a) general liability insurance on an occurrence basis covering the Agency, its officers, servants, contractors, and agents for an amount not less than Five Million (\$5,000,000.) dollars to cover any liability resulting from anything done or omitted by the Agency or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency; and,

(b) automobile insurance for any owned or leased vehicle used by the Agency for the provision of services in an inclusive limit of not less than Two Million (\$2,000,000.) dollars against statutory liability and accident benefits.

7.2 In addition, the Agency shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

| Amount of Funding | Minimum Crime Insurance Limit |
|--------------------------|--------------------------------------|
| Less than \$30,000 | \$5,000 |
| \$30,001 - \$100,000 | \$25,000 |
| Greater than \$100,000 | \$100,000 |

7.3 The Agency shall submit prior to signing this Agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788, or as amended from time to time), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

7.4 Failure to procure and maintain any insurance under this Agreement or Attachments shall constitute a default under this Agreement.

8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS

8.1 The Agency agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Services. The Agency shall treat all confidential and proprietary information communicated to or acquired by the Agency, or disclosed by the City in the course of carrying out the Services provided for herein in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Agency on any other project without the prior written approval of the City.

8.2 The Agency shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

8.3 The Agency shall require each of its employees and agents who work under this Agreement to follow City's work rules and polices while on City premises.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) TRAINING

9.1 The Agency shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

10. INTELLECTUAL PROPERTY

10.1 Where the Agency develops a work or a product under this Agreement, the Agency hereby assigns to the City, and confirms that the Agency has assigned all, and not less than all, of its right, title and interest throughout the world, including reversionary interests and rights of renewal and other rights, in and to the copyright and all other rights in the work and in the product including the right to create derivative works which modify or alter the work and the product in any manner whatsoever.

10.2 Where the Agency develops a work or a product under this Agreement, the Agency hereby waives the whole of its moral rights in the work and in the product.

10.3 Where the Agency develops a work or a product under this Agreement, the Agency;

(a) represents and warrants that the use of the work or product does not violate any copyright or infringe third party intellectual property rights;

(b) covenants that the use of the work or product will not violate any copyright or infringe third party intellectual property rights;

(c) agrees to indemnify the City of any liability, injury or damage, including legal costs or expenses incurred by the City as a result of any breach or alleged breach of a term, warranty, representation or covenant in this Agreement by the Agency;

(d) agrees that the indemnities herein set forth shall survive in perpetuity; and,

(e) agrees not to institute any action against the City on the grounds that the use of the work or product constitutes an infringement of its moral rights.

11. RELATIONSHIP OF AGREEMENT TO ATTCHAMENTS

11.1 Where there is a conflict between the terms or obligations of the Agreement and an Attachment, the more restrictive term shall apply.

11.2 A default under any of the Attachments also constitutes a default under the Agreement.

11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Attachments has been delegated to the Managing Director, Neighbourhood, Children and Fire Services or in their absence, the Manager IV, Neighbourhood, Children and Fire Services.

12. NOTICE

12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Attachment.

12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under an Attachment) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be addressed as follows:

If for the Agency:
To: <insert Agency's name>
Address: <insert Agency's address>

If for the City:

To: The Corporation of the City of
London

Attn: Managing Director, Neighbourhood,
Child and Fire Services

12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.

12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the second (2nd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

13. CONFLICT OF INTEREST

13.1 The Agency shall disclose in writing to the Managing Director any outside interest and commitments that may generate a conflict of interest before commencing work under this Agreement and thereafter upon any such outside interest or commitment coming to the Agency's attention. "Conflict of Interest" means a situation in which the interests of the Agency or the Agency's staff or any outside interest or commitment of the Agency comes into conflict, or appears to come into conflict, with the interests of the City and includes both non-pecuniary and pecuniary interests (direct or non-direct). The Managing Director shall review the conflict promptly after disclosure by the Agency and shall give the Agency notice in writing of their determination as to whether any outside interest or commitment raises a potential conflict of interest with respect to the Agency's commitments identified in the Attachments to this Agreement, and the decision of the Managing Director shall be final. Disclosures of conflicts by the Agency to the Managing Director shall be kept confidential except to the extent necessary to review, consider and resolve any conflict and as permitted by the *Municipal Freedom of Information and Protection of Privacy Act*. A conflict of interest may be resolved by the Agency amending its obligations under one or more Attachments to this Agreement, or by terminating one or more Attachments to this Agreement, upon the written direction of the Managing Director or by the termination of the contract in accordance with section 5.

14. RETURN OR REALLOCATION OF FUNDS

14.1 Without limiting any rights of the City under this Agreement or its Attachments, if the Agency 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.

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

14.3 If at any time the City provides funds in excess of the amount to which the Agency 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 Agency pay an amount equal to the excess funds to the City.

14.4 If, pursuant to the Agreement:

(a) the City demands from the Agency the payment of any funds or an amount equal to any funds; or,

(b) the Agency 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 Agency, and the Agency will pay or return the amount to the City immediately, unless the City directs otherwise.

14.5 The City may charge the Agency interest on any money owing by the Agency at the then current interest rate charged by the City on accounts receivable.

14.6 The Agency 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 section 12.

14.7 If the Agency fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Agency by the City.

15. COMMUNICATIONS REQUIREMENTS

15.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Agency will:

(a) acknowledge the support of the City and the Province (where applicable) for the Program; and,

(b) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).

15.2 The Agency 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 Agency and do not necessarily reflect those of the City.

16. GENERAL PROVISIONS

16.1 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

16.2 Entire Agreement

This Agreement and Attachments constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

16.3 Time

The Agency shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

16.4 Waiver

The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

16.5 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.

16.6 Circumstances Beyond the Control of Either Party

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

16.7 Survival

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

16.8 Joint and Several Liability

Where the Agency 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 Agency under the Agreement.

IN WITNESS WHEREOF the parties have caused to be executed, this Agreement
SIGNED SEALED AND DELIVERED;

The Corporation of the City of London

Date

Managing Director; Neighbourhood, Children and Fire
Services

<INSERT NAME OF AGENCY>

Date

Per:
Signature

Print Name, Title
I have authority to bind the Corporation

Date

Witness Signature
(required where Agency is not a Corporation)

**ATTACHMENT “A”
REPORTING REQUIREMENTS**

[INSERT DATE]

[INSERT NAME AND
ADDRESS OF AGENCY]

1. This Attachment is provided for convenience purposes only and represents obligations agreed to under the Agreement and Schedules. This Attachment may be amended from time to time by the Managing Director; Neighbourhood, Children and Fire Services, or in their absence Manager IV, Neighbourhood, Children and Fire Services.

2. The Parties may jointly agree whether to cease use of Attachment A, but will continue to be subject to any reporting requirements contained within the Agreement and Attachments.

3. In accordance with this Agreement and Attachment, the following Reporting Requirements form part of this Agreement, marked with an X:

ANNUAL

| | | Annual Date |
|--|---|---|
| | Confirmation of General Liability Insurance | From execution of Agreement |
| | Operating Grant - Annual Report | 31 days after anniversary of Funded Activity start date |
| | | |

SINGLE REPORT

| | | Date |
|--|------------------------------------|--|
| | Capital Grant – Annual Report | 31 days after Funded Activity end date |
| | One-time Funding Allocation Report | One year from date of funding |
| | | |

OTHER

| | | Date |
|--|---|----------------------------|
| | Capital Grant - Audited Financial Statement | 8 months after end of Term |
| | | |
| | | |

ATTACHMENT "B"
EARLYON CHILD AND FAMILY CENTRES FUNDING

Please contact <INSERT CITY CONTACT> as needed with further questions, requests for approvals, and year-end financial reporting.

I acknowledge and agree with terms set forth in this Attachment.

Agency: <INSERT NAME>

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Definitions.** In the Agreement, the following terms will have the following meanings:

"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 Agency pursuant to the Agreement.

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

"Notice" means any communication given or required to be given pursuant to the Agreement.

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

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

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

- (a) Provide the Agency up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Agency in accordance with the payment plan attached to the Agreement as Schedule "E"; and,
- (c) deposit the Funds into an account designated by the Agency provided that the account:
 - (i) resides at a Canadian financial institution; and,
 - (ii) is in the name of the Agency.

A2.2 Limitation on Payment of Funds

Despite section A4.1:

- (a) The City is not obligated to provide any Funds to the Agency until the Agency provides the certificates of insurance or other proof as the City may request;
- (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 Agency in any Funding Year based upon the City's assessment of the information the Agency provides to the City; 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 Agency, change the Program; or,
 - (ii) Terminate the Agreement.

A2.3 Use of Funds and Carry Out the Program

The Agency 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 Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines; 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.

A2.4 Interest Bearing Account

If the City provides Funds before the Agency's immediate need for the Funds, the Agency will place the Funds in an interest bearing account in the name of the Agency at a Canadian financial institution.

A2.5 Interest

If the Agency 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 Agency the payment of an amount equal to the interest.

A2.6 Rebates, Credits and Refunds

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

A2.7 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 Agency 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 Agency, 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.

A2.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

- (a) the City may continue to provide Funds to the Agency 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, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);
- (c) if the City decides to provide Funds, the Agency 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;
- (d) until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 AGENCY'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

If the Agency 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.

A3.2 Disposal

The Agency 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.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 Preparation and Submission

The Agency will:

- (a) submit to the City 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 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 Agency by an authorized signing officer.

A4.2 Record Maintenance

The Agency 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.

A4.3 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 Agency and during normal business hours, enter upon the Agency's premises to review the progress of the Program and the Agency'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 A4.2;
- (b) remove any copies made pursuant to section A4.3(a) from the Agency's premises; and,
- (c) conduct an audit or investigation of the Agency in respect of the expenditure of the Funds, the Program, or both.

A4.4 Disclosure

To assist in respect of the rights set out in section A4.3, the Agency 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.

A4.5 No Control of Records

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Agency's records.

A4.6 Auditor General

For greater certainty, the City's rights under Article A4.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

The Agency will not, without the prior written consent of the City, assign any of its rights or obligations under this agreement.

A5.2 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.

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS

| | |
|---|---|
| Maximum Funds | \$ |
| Amount for the purposes of Schedule "A" | \$ |
| Term of Agreement | Insert date range agreement |
| EarlyON Child and Family Centre -based Location | |
| Contact information for the purposes of Notice to the City | <p>The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9</p> <p>Attention: City Clerk</p> <p>Fax: (519)</p> <p>Email:</p> |
| Contact information for the purposes of Notice to the Agency | <p>[insert address of Agency]</p> <p>Attention:</p> <p>Fax:</p> <p>Email:</p> |

Additional Provisions:

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

**SCHEDULE “C”
PROGRAM DESCRIPTION SCHEDULE**

C1.0 FUNDING OBJECTIVES

Funding Objectives will be as described in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline, as amended from time to time, including but not limited to:

- (a) 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;
- (b) children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being;
- (c) parents and caregivers have opportunities to strengthen their relationships with their children;
- (d) services and supports are responsive to community needs;
- (e) Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition;
- (f) Indigenous children and families have access to culturally responsive programming;
- (g) parents and caregivers are provided with timely, relevant and up to date information about community and specialized services; and,
- (h) local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

C1.1 City Expectations

- (a) The Agency is responsible for the management, operation, and administration of the EarlyON 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.
- (b) The Agency 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.

C2.0 AGENCY GOVERNANCE

C2.1 Funding Objectives

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

C3.0 EARLYON CHILD AND FAMILY CENTRES

C3.1 Services

C3.1.2 Site Management

The Agency 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 a minimum of 15 programming hours per week of centre-based core services year round over five days per week;
- (d) offer centre-based weekend hours at a minimum of once per monthly;
- (e) consider offering evening services to expand access to working parents and care givers; and,
- (f) Identify the location(s) where EarlyON core services are being operated.[insert based on Agency]

C3.1.3 System Management
The Agency shall:
(a) [insert based on Agency]

C3.1.4 EarlyONCore Services
The Agency 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 EarlyON 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. |

C3.1.5 Customized Community Connections
The Agency shall:
(a) [insert based on Agency]

C3.1.6 Qualified Teams and Registered Early Childhood Educator Staff Requirements
The Agency 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 City may grant an exemption from the RECE requirement for EarlyON Child and Family Centres employing a staff person to oversee mandatory core service who not an RECE but who has at least 10 years of experience working in a child and family program setting as of January 1, 2019. 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.

C3.1.7 Additional Child and Family Centre Requirements
The Agency shall:
(a) Ensure that appropriate policies and procedures are in place to ensure EarlyON 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:
(i) Vulnerable Sector Screens
(ii) First Aid
(iii) Emergency Plans

- (iv) Sanitation and maintenance
- (v) Workplace health and safety relating to staff
- (vi) 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; and,
- (e) report to the Children’s Aid Society suspected child abuse and neglect, in accordance with the *Child and Family Services Act*.

C4.0 PUBLICITY AND RECOGNITION

- C4.1 The Agency will implement their work in line with guiding principles as reflected in the EarlyON Child and Family Centres Marketing and Advertising Guidelines (2018).
- C4.2 The Agency 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.
- C4.3 The Agency 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.

C5.0 PRACTICES

- C5.1 The Agency 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 | |
|--|--|
| EarlyON Child and Family Centres | EarlyON Child and Family Centres are intended to support all children, parents and caregivers in learning, growing and connecting— together. |
| 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 | EarlyON Child and Family Centres 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 support positive experiences and outcomes and foster nurturing relationships between children, parents, and caregivers, and are 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 EarlyON Child and Family Centre programs and services |

| | |
|---------------|---|
| | that embrace and build on their strengths, address identified gaps and meet their unique needs on an ongoing basis. |
| Empowering | Families are experts in their own life experiences. |
| Engaging | EarlyON Child and Family Centres believe that families must have the opportunity and resources to make informed decisions. |
| Respectful | EarlyON Child and Family Centres 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. EarlyON Child and Family Centres respect the environment they are working in and understand how their actions impact others working in the space. EarlyON Child and Family Centres are respectful of the values of other organizations; the legislative mandate of specific organizations; and, existing employment and other agreements that might exist. |
| Collaborative | EarlyON Child and Family Centres 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, EarlyON Child and Family Centres develop and provide services that are comprehensive, accessible, understandable, and respectful. |
| Creative | EarlyON Child and Family Centres are willing to work with families to find “out-of-the-box” approaches to meeting their needs. |
| Accessible | EarlyON Child and Family Centres are flexible and strive to accommodate everyone with accessibility needs. |
| Equitable | EarlyON Child and Family Centres strive to provide equitable services that are customized to best meeting the unique needs of each family. |

C6.0 FRENCH LANGUAGE SERVICES

C6.1 The Agency is 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.

C7.0 CULTURALLY RESPONSIVE SERVICES

C7.1 The Agency is 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.

C8.0 MEASUREMENT

C8.1 The Agency 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 new EarlyON Child and Family Centre Sites |
| | Number of EarlyON Child and Family Centre Sites |
| | Number of purchase of service agreements for EarlyON 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 (excluding the grand-parenting provision) |
| | Number of service providers that have received an RECE exemption |
| | Number of FTE program staff receiving an RECE exemption through the grand-parenting provision |
| | Number of children served |
| | Number of visits made by 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 Agency shall:

- (a) [insert based on Agency]

Data Elements and Definitions

| |
|---|
| <p>Name: Total Number of New EarlyON Child and Family Centre Sites</p> <p>Definition: The number of EarlyON Child and Family Centre physical locations that have opened after January 1, 2018. If a previously open EarlyON Child and Family Centre physical site was relocated and opened after January 1, 2018, include only those site that have expanded their service offerings.</p> |
| <p>Name: Total Number of Child and Family Centre Sites</p> <p>Definition: The number of physical locations where there are EarlyON Child and Family Centres. Child and Family Centres offer core services year round, including a minimum of 15 programming hours per week of centre-based core services over five days a week, and weekend hours at a minimum of once per month. All locations should be included in reporting the total number Child and Family Centre Sites.</p> |
| <p>Name: Number of Purchase of Service Agreements</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>Definition: Total number of visits that parents/caregivers made to Child and Family Centres.</p> |
| <p>Name: Number of FTE Program Staff</p> <p>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</p> <p>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)</p> <p>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 (excluding the grand-parenting provision)</p> <p>Definition: The number of FTE program staff exemptions that have been granted exemptions from the RECE requirement (excluding the grand-parenting provision). Full-time equivalent is based on a minimum of 35 hours/week.</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.

Name: Number of FTE program staff receiving an RECE exemption through the grand-parenting provision

Definition: The number of FTE program staff that have been granted an exemption from the requirement of having an RECE because they have 10 or more years of experience working in one or more of the following: Ontario Early Years Centres, Parenting and Family Literacy Centre, Child Care Resource Centres, and/or Better Beginnings, Better Futures.

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?

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.

Name: Number of staff (head count) by position

Definition: The total number of staff (head count) by position supported through administration funding.

SCHEDULE "D"
BUDGET

2020 12-month Allocation

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

[insert name of Agency]

SCHEDULE "E" PAYMENT

As identified in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (2020) for Consolidated Municipal Service Managers and District Social Services Administration Boards, monthly cash flow percentages will be based upon the total 2020 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 Agency must provide the following submissions to the City as per the following cycle:

| Submission Type | Due Date |
|-----------------------------|----------|
| Interim Report (20XX) | |
| Financial Statements (20XX) | |
| Final Report (20XX) | |

1.0 POLICY FOR LATE FILING

- 1.1 Where an Agency files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the submission has been received:
- a) If the submission is not received by the City within 30 days after the filing deadline, the City will inform the Agency that the submission is overdue.
 - b) After 31 days, cash flow will be reduced by 50 percent of their monthly payment. The City will work with the Agency to discuss any challenges with providing the information and to offer support.
- 1.2 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.
- 1.3 Should an Agency have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT "C"
CHILDREN'S SERVICES FUNDING

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

Schedule "A"

LICENSED CHILD CARE CENTRE: CHILD CARE FEE SUBSIDY REQUIREMENTS

A1.0 NO GUARANTEE

A1.1 The Agency acknowledges and agrees that the City in no way guarantees, warrants, or represents that any children will be placed with the Agency pursuant to this Agreement. The Agency acknowledges and agrees that the Eligible Parents have the sole and absolute discretion regarding placement of any Subsidized Child and that by entering into this Agreement, the City does not recommend or otherwise endorse the Agency.

A2.0 CHANGE IN OWNERSHIP

A2.1 The Agency shall notify the City of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

A3.0 DOCUMENTATION – PRIOR TO SIGNING & ANNUALLY

A3.1 Prior to signing this Agreement, and annually thereafter as determined by the **Service System Manager**, the Agency must provide to the City all of the following documentation:

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

A3.2 The Agency shall forthwith provide to the City any changes to the information set out in (1) above.

A4.0 DOCUMENTATION - ANNUAL BUDGET – IF REQUESTED

A4.1 If requested by the City, the Agency shall submit to the City the annual budget for each Site. For a Licensed Child Care Centre, Licensed Home Agency, a Children's Recreation Program or, Special Needs Resourcing services, such budget shall set out details on the Operating Cost and sources and amounts of revenue. The annual budget shall set out such further information as required by the **Service System Manager**.

A5.0 DOCUMENTATION - REPORTS – MAINTAIN & PROVIDE IF REQUESTED

A5.1 The Agency shall maintain the following reports and records, and shall provide them to the City upon the **Service System Manager's** request:

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

A5.2 The Agency shall ensure that reports referred to in (a) above are in such form and contain such content as are reasonably required by the **Service System Manager**.

A6.0 RETAIN RECORDS FOR 7 YEARS - REVIEW OF AGENCY'S MATERIALS

A6.1 The Agency shall retain all records and books of account for a period of seven (7) years. The Agency shall permit City Staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination, and during the Agency's usual business hours, to review all of the Agency's materials, records and other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours' notice of its intention to do so.

A7.0 CONSULTATION

A7.1 Upon the request of the **Service System Manager**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.

A8.0 ANNUAL REPORTING REQUIREMENTS

A8.1 In addition to the documentation requirements above, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:

- (a) verification of the license under the Child Care and Early Years Act;
- (b) a list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
- (c) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
- (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
- (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
- (f) Additional reporting as requested by the Service System Manager.

A9.0 ATTENDANCE RECORDS

A9.1 For each Site, the Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Child Care Centre services were provided for a child receiving Child Care Fee Subsidy. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.

A9.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.

A9.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

A10.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

A10.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

A11.0 NOTIFICATION OF ELIGIBLE PARENT

A11.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Child Care Centre services to that Eligible Parent.

A12.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

A12.1 The Agency shall ensure that Licensed Child Care Centre services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

A13.0 WHEN ENROLMENT COMMENCES

A13.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy, as approved by the City.

A14.0 WHEN ENROLMENT TERMINATES

A14.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

A15.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY

A15.1 Where the Eligible Parent terminated attendance for the child receiving Child Care Fee Subsidy without 10 days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

A16.0 REPORTING ABSENTEEISM TO CITY

A16.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

A17.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

A17.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

A18.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES

A18.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Child Care Centre.

A19.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION

A19.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

A20.0 NO ADDITIONAL FEES – PER DIEM

A20.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

A21.0 CEASING FUNDING FOR CHILD RECEIVING CHILD CARE FEE SUBSIDY

A21.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

A21.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

Schedule "B"
LICENSED CHILD CARE CENTRE: GENERAL OPERATING GRANT

B1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

B1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

B2.0 DOCUMENTATION

B2.1 The Agency shall provide the documentation as required above and as required in Schedule A of this Attachment.

B3.0 REPORTING

B3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

B4.0 SERVICE DESCRIPTION

B4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity, the Operating Capacity of the prior year and projected Operating Capacity of the upcoming year of the Licensed Child Care Centre.

B5.0 RETURN OF FUNDS

B5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets, solely as determined by the **Service System Manager**.

B6.0 USE OF FUNDS

B6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) staff wages and benefits (but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits);
- (b) lease and occupancy costs;
- (c) utilities;
- (d) administration;
- (e) transportation for children;
- (f) resources;
- (g) nutrition;
- (h) supplies; and,
- (i) maintenance.

B6.2 The Agency shall not use the Operating Grant for capital debt costs.

B6.3 Notwithstanding any other provision in this Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

Schedule "C"
LICENSED HOME CHILD CARE CHILD: CARE FEE SUBSIDY REQUIREMENTS

C1.0 DOCUMENTATION

- C1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:
- (a) Verification of the license under the Child Care and Early Years Act;
 - (b) A list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
 - (c) The Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
 - (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**;
 - (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
 - (f) Additional reporting as requested by the Service System Manager.

C2.0 ATTENDANCE RECORDS

- C2.1 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Home Child Care services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.
- C2.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.
- C2.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

C3.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

- C3.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

B4.0 NOTIFICATION OF ELIGIBLE PARENT

- C4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Home Child Care services to that Eligible Parent.

C5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- C5.1 The Agency shall ensure that Licensed Home Child Care services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

C6.0 WHEN ENROLMENT COMMENCES

- C6.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy as approved by the City.

C7.0 WHEN ENROLMENT TERMINATES

C7.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

C8.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY

C8.1 Where the Eligible Parent terminated attendance of the child receiving Child Care Fee Subsidy without ten days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

C9.0 REPORTING ABSENTEEISM TO CITY

C9.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

C10.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

C10.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

C11.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES

C11.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Home Child Care Agency.

C12.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION

C12.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

C13.0 NO ADDITIONAL FEES – PER DIEM

C13.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

C14.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

C14.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

C14.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

Schedule “D”
LICENSED HOME CHILD CARE: GENERAL OPERATING GRANT

D1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

D1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

D2.0 DOCUMENTATION

D2.1 The Agency shall provide the documentation as required in Schedule A of this Agreement.

D3.0 REPORTING

D3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

D4.0 SERVICE DESCRIPTION

D4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity and the Operating Capacity of the prior year and the Projected Operating Capacity of the upcoming year, or the Licensed Home Child Care Agency.

D5.0 RETURN OF FUNDS

D5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets solely as determined by the **Service System Manager**.

D6.0 USE OF FUNDS

D6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) Staff wages and benefits (but only to offset salary costs over and above the Agency’s regulatory requirements for minimum wage and mandatory benefits);
- (b) payments to Licensed Home Child Care Providers
- (c) lease and occupancy costs;
- (d) utilities;
- (e) administration;
- (f) transportation for children;
- (g) resources;
- (h) nutrition;
- (i) supplies; and,
- (j) maintenance.

D6.2 The Agency shall not use the Operating Grant for capital debt costs.

D6.3 Notwithstanding any other provision in the Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

Schedule "E"
CHILDREN'S RECREATION PROGRAM CHILD CARE FEE
SUBSIDY REQUIREMENTS

E1.0 DOCUMENTATION

- E1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, and immediately as any changes occur, and annually:
- (a) Verification of affiliation with High Five or accreditation by the Ontario Camping Association, as specified in the Guidelines;
 - (b) A list of the daily Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
 - (c) The Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
 - (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
 - (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**.

E2.0 PAYMENT AND ATTENDANCE RECORDS

- E2.1 The City will pay to the Agency in respect of each child receiving Child Care Fee Subsidy the Per Diem less the Parental Contribution for each day the child receiving Child Care Fee Subsidy attends the Children's Recreation Program.
- E2.2 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Children's Recreation Program services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate payment claim forms as provided by the City.

E3.0 AGENCY FALLS WITHIN DEFINITION UNDER CHILD CARE AND EARLY YEARS ACT

- E3.1 The Agency represents, warrants and covenants that it falls within the definition of "children's recreation program" under Ontario Regulation 138/15, or any successor regulation, and that it provides children's recreation programs for children who are at least four years of age but less than 13 years of age, or otherwise as set out in Ontario Regulation 138/15, and that it provides child care supporting the health, safety and well-being of children.

E4.0 NOTIFICATION OF ELIGIBLE PARENT

- E4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide the Children's Recreation Program services to that Eligible Parent.

E5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- E5.1 The Agency shall ensure that Children's Recreation Program services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City (including the City's program operating and quality checklist).

E6.0 REPORTING ABSENTEEISM TO CITY

E6.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive days without sufficient reason for being absent, as determined by the City.

E7.0 NO PAYMENT IF ABSENT IN PRECEDING 5-DAY PERIOD

E7.1 Where a child receiving Child Care Fee Subsidy has been absent for a 5-day period, the City shall not pay the Agency for any subsequent 5-day periods, unless the Agency obtains the prior written approval of the City.

E8.0 NO ADDITIONAL FEES – PER DIEM

E8.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

E9.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

E9.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children's Recreation Program.

E9.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children's Recreation Program.

Schedule "F"
SPECIAL NEEDS RESOURCING REQUIREMENTS

F1.0 DOCUMENTATION

- F1.1 The Agency shall provide the documentation as required in Schedule A. The Agency shall maintain documentation of staff qualifications, including documentation evidencing that the person acting as a resource teacher falls under section 55 of Ontario Regulation 137/15, or any successor regulation.
- F1.2 If requested by the **Service System Manager**, the Agency shall forthwith provide such documentation to the City.

F2.0 REPORTING

- F2.1 The Agency shall provide a report to the City on the services provided under this Agreement, the frequency, form and content of which report shall be determined by the **Service System Manager**, but will be provided not less than on an annual basis.

F3.0 SERVICE AND FINANCIAL TARGETS

- F3.1 The Agency shall report accurate service and financial targets to the City within a timeframe determined by the **Service System Manager**. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.

F4.0 AGENCY FALLS WITHIN CHILD CARE AND EARLY YEARS ACT

- F4.1 The Agency represents, warrants and covenants that it provides staff, equipment, supplies or services with respect to the needs of children with special needs:
- (a) in a place where Licensed Home Child Care is provided;
 - (b) in a place where a Children's Recreation Program is provided; or
 - (c) in a Licensed Child Care Centre.

F5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- F5.1 The Agency shall ensure that Special Needs Resourcing services it provides are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

F6.0 LOCATION OF SERVICES

- F6.1 The Agency shall be funded for providing Special Needs Resourcing only at the following locations:
- (a) in a place where Licensed Home Child Care is provided,
 - (b) in a place where a Children's Recreation Program is provided, or
 - (c) in a Licensed Child Care Centre.

F7.0 RANGE OF SERVICES

- F7.1 The Agency shall provide a range of services with respect to the needs of children with special needs.

F8.0 STAFF NUMBERS AND STAFF QUALIFICATIONS

- F8.1 The Agency represents, warrants and covenants that it has all of the required staff under Ontario Regulation 137/15 or any successor regulation or legislation, including but not limited to a resource teacher as defined in section 55 of Ontario Regulation 137/15.

F9.0 USE OF FUNDING

- F9.1 The Agency shall only use Special Needs Resourcing funding from the City as follows:
- (a) Hire or acquire the services of a resource teacher/consultant and/or supplemental staff where necessary (including salary and benefits) to support the inclusion of children with special needs;
 - (b) Provide professional development opportunities to support staff in licensed child care settings working with children with special needs and their parents/families to support inclusion; or,
 - (c) Purchase or lease specialist/adaptive equipment and supplies to support children with special needs.

F10.0 DETERMINATION OF FUNDING

- F10.1 The **Service System Manager** will determine the amount of funding in accordance with the Child Care and Early Years Act, available funding, and the City's analysis process of the Agency's budget and service targets.

F11.0 CHANGE IN FUNDING

- F11.1 Notwithstanding any other provision in this Agreement, the **Service System Manager** may increase or decrease the funding amount from time to time by giving written notice of the change to the Agency.

ATTACHMENT “D”

NEIGHBOURHOOD, CHILDREN, AND, FIRE SERVICES STANDARD PURCHASE OF SERVICES (<\$50,000)

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

1 Supply of Services

- 1.1 The City retains the Service Provider to provide those services itemized in clause 3.1 (“Services”), and the Service Provider agrees to provide the Services herein under the general direction and control of the City’s Managing Director, Neighbourhood, Child & Fire Services (“Managing Director”), or in their absence or Manager IV, Neighbourhood, Children and Fire Services.
- 1.2 The Service Provider agrees that during the term of this Agreement it will provide its Services on a non-exclusive basis.
- 1.3 It is acknowledged by the City that this is not an exclusive Agreement with the Service Provider and that the Service Provider provides similar services to other companies.
- 1.4.1 The Service Provider agrees to supply at its sole cost and expense all staff, equipment, vehicles, accommodations and technical assistance necessary to perform the Services to be furnished by the Service Provider under this agreement and shall assume all overhead expenses in connection therewith, except as approved under clause 2.2.
- 1.5 When required by the City, the Service Provider shall provide for approval by the Managing Director a schedule showing Services to be completed in each month or such other time frame as determined by the Managing Director.

2. Service Provider’s Fees

- 2.1 The City shall pay the Service Provider in accordance with the provisions set forth in Schedule “2” and that payment will not exceed the budget limits contained in Schedule “2” without the express written agreement of the Managing Director.

- 2.2 In addition to the fee, the City may reimburse Service Provider at cost for out of pocket expenses that it expects in carrying out this agreement including but not limited to vehicle use charges, travelling and internet charges, printing and reproduction costs, and special delivery charges, provided that same are pre-approved in writing by the Managing Director.
- 2.3 The Service Provider shall keep time docket showing all time worked in each month, records, receipts, vouchers and documents as will verify to the satisfaction of the Managing Director the time spent performing services in each month, the services performed and the out-of-pocket expenses incurred in accordance with this Agreement for which billings have been submitted. Upon the request of the Managing Director, the Service Provider shall furnish such documentation to the satisfaction of the Managing Director to verify the time spent performing services, the services performed and the out-of-pocket expenses incurred.
- 2.4 The Service Provider will submit to the City an invoice for each installment, approved out-of-pocket expenses and applicable taxes for all Services completed in the immediately preceding month.

3. Services Provided

- 3.1 The Service Provider shall deliver to the City the Services as set out in Schedule "1" as changed, altered, removed from, or added to in accordance with this Agreement.
- 3.2 In addition to the Services set out in Schedule "1" the Service Provider shall include:
- (a) Methodology and timeline to complete the project;
 - (b) Demonstrated experience and qualifications required to perform project; and
 - (c) List of personnel who will be directly involved in the completion of the project.

4. Term

- 4.1 This Agreement shall take effect on signing by both parties and will continue until the earliest of the completion of the deliverables outlined in clause 3.1, one year after the signing by both parties, or termination by either party under clause 6.1.

5. The Service Provider/City Relationship

- 5.1 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of CPP, WSIB, and taxes.
- 5.2 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Service Provider or between the City and any employees, agent or contractor of the Service Provider.

6. Termination

- 6.1 The City may at any time by two (2) days' written notice to the Service Provider suspend or terminate the Services or any portion thereof at any stage of the Agreement. Upon receipt of such written notice, the Service Provider shall perform no further Services or incur any disbursements other than those reasonably necessary to close out its Services.
- 6.2 In the event of termination in accordance with clause 6.1, the City shall pay to the Service Provider only for those Services completed and disbursements incurred up to the date notice is given, and the Service Provider will accept such payment in full satisfaction for all services performed.

7. Changes and Additional Services

- 7.1.1 With the consent of the Service Provider, the Managing Director may in writing, at any time after the execution of this Agreement or the commencement of the Services, delete,

extend, increase, vary or otherwise alter the Services forming the subject of this Agreement.

8. Previous Agreements

- 8.1 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

SCHEDULE "1"

<Insert Description of Services>

<Insert Methodology and timeline to complete project>

<Insert demonstrated experience and qualifications required to perform project>

<Insert list of personnel who will be directly involved in the completion of project>

SCHEDULE "2" – SERVICE PROVIDER'S FEES

Payment Details:

Budget Limit: \$

**ATTACHMENT “E”
LETTER OF UNDERSTANDING**

[INSERT DATE]

[INSERT NAME AND
ADDRESS OF AGENCY]

RE: [Describe Funding Opportunity]

Dear [insert contact name],

This letter is to confirm the [ONE-TIME or RECURRING] funding allocation in the amount of \$[INSERT AMOUNT] from the [INSERT CHILD & YOUTH NETWORK OR OTHER] to support, rental, administrative, and costs associated with [INSERT NAME OF PROGRAM/ FACILITY, etc.]

By signing this Letter of Understanding, you are agreeing to accept the following terms:

1. The funds are to be used solely for the purpose stated in the attached project plan. Any changes in this plan require written consent of the City of London (City), on behalf of the [INSERT Child Youth Network (CYN) OR OTHER].
2. Recognize the [CYN OR OTHER] as a funding partner in all publicity (print or broadcast media) and on all promotional items related to this project/intervention.
3. Where applicable, purchasing processes designed to achieve best value will be followed (e.g. competitive quotes are solicited). All quotes will be included as part of final reporting.
4. Return any unspent funding to the City, on behalf of the [CYN OR OTHER], at the end of the current year, unless the City has given prior written approval for such funds to be spent on specific programs and/or services that extend into the next calendar year.
5. Provide the City, on behalf of the [CYN OR OTHER], with reporting on financial expenditures and program outcomes as requested in a format that is acceptable to the City. If the City determines that the funding has not been used as required under this Letter of Understanding, such funds shall become immediately due and payable upon demand by the City.

Please sign and return **one** original letter acknowledging your understanding and acceptance of the above mentioned conditions.

Thank you for your significant contribution to the [Child and Youth Network OR OTHER].

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

Sincerely,

[INSERT NAME]

[Managing Director of Neighbourhood, Children and Fire Services, or Manager IV,
Neighbourhood, Children and Fire Services]

cc: [INSERT CITY CONTACTS]

Project Plan [EXAMPLE: TO BE UPDATED AS APPLICABLE]

I. Name: Child and Youth Network 2019 Family Centre Support

II. Description (*Brief overview*):

Family Centres are easily-identifiable neighbourhood spaces attached to schools where families can access a full range of services to help them be successful in all areas of their lives. Instead of families having to go to multiple agencies or organizations across London to receive services, Family Centres provide services to families in an integrated, accessible, and family friendly way.

III. Partners:

Organizations associated with the Child and Youth Network's Family-Centred Service System priority area. Specifically:

- [INSERT APPLICABLE PARTNERS]

IV. Funding supported from [INSERT CYN OR OTHER]:

1. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the administrative costs associated the Family Centre for the period of January 2019 - December 2019.
2. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the costs associated with rent at the Family Centre for the period of January 2019 - December 2019 and custodial hours that are outside the general operating hours of the landlord.

Please contact [INSERT CITY CONTACT NAME, POSITION, AND CONTACT INFORMATION] should components funded change in any way.