



This is a sample Service Agreement and terms and conditions are non-negotiable

SERVICE AGREEMENT

City of Toronto
and
XX Agency

SAMPLE

This is the service agreement to be used between the City of Toronto and an Agency for funding. It consists of a common, core section as well as 17 schedules which may be included depending on relevance to an individual agency.

Toronto Children's Services
August 29, 2022

Table of Contents

1. INTERPRETATION	4
2. SCOPE OF AGREEMENT	7
3. TERM AND TERMINATION	8
4. PAYMENT	8
5. REPORTS	10
6. OBSERVANCE OF THE LAW	11
7. THE AGENCY'S CONTRACTUAL STATUS.....	11
8. INSPECTION	12
9. CONFIDENTIALITY	12
10. INDEMNITY	12
11. INSURANCE	12
12. NOTICE	13
13. GENERAL PROVISIONS	14

Schedule "1":	Child Care Centre Fee Subsidy Services Requirements
Schedule "1.1":	Payment for the Provision of Child Care Services - Per Diem Rates
Schedule "1.2":	Payment for the Provision of Child Care Services -Additional Funding
Schedule "1.3":	Payment for the Provision of Child Care Services- General Operating Funding
Schedule "1.4":	Payment for the Provision of Child Care Services - Provincial Wage Enhancement Grant

Schedule "2":	Home Child Care Agency Fee Subsidy Services Requirements
Schedule "2.1":	Payment for the Provision of Home Child Care Services -Provider

Per Diem Rates

Schedule "2.2":	Payment for the Provision of Home Child Care Agency - Additional Funding
Schedule "2.3":	Payment for the Provision of Home Child Care Services - Agency Operating Funding
Schedule "2.4":	Payment for the Provision of Home Child Care Services - Provincial Wage Enhancement Grant
Schedule "3":	Child and Family Program Requirements
Schedule "3.1":	Payment for the Provision of Child and Family Programs
Schedule "4":	Special Needs Resourcing Program Requirements
Schedule "4.1":	Payment for the Provision of Special Needs Resourcing
Schedule "5":	Summer Program Requirements
Schedule "5.1":	Payment for the Provision of Summer Programs - Grant
Schedule "5.2":	Payment for the Provision of Summer Programs - Per Diem Rates
Schedule "6":	Child Care Centres - Legacy General Operating Grant
Schedule "7":	Home Child Care Agencies - Legacy General Operating Grant
Schedule "8":	Pay Equity Grant
Schedule "9":	Health and Safety/Minor Capital
Schedule "10":	Operating/Start-Up Funding
Schedule "11":	Transitional Funding
Schedule "12":	Child Care Centre Provincial Wage Enhancement Grant
Schedule "13":	Home Child Care Provincial Wage Enhancement
Schedule "14":	Online Security and Account Management
Schedule "15":	Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy
Schedule "16":	Extended Day Program Fee Subsidy Services Requirements
Schedule "17":	Canada-Wide Early Learning and Child Care System Funding Requirements

Schedule "17.1": Payment for Canada-Wide Early Learning and Child Care
System Funding - Affordability

Schedule "17.2": Payment for Canada-Wide Early Learning and Child Care
System Funding - Workforce

Schedule "17.3": Payment for Canada-Wide Early Learning and Child Care
System Funding - Home Child Care Affordability

Schedule "17.4": Payment for Canada-Wide Early Learning and Child Care
System Funding - Home Child Care Workforce

SAMPLE

THIS AGREEMENT made this _____ day of _____,

B E T W E E N:

CITY OF TORONTO
("Toronto")

and

XXXXXXXXXXXX.
(the "Agency")

WITNESSES THAT:

WHEREAS pursuant to the *Child Care and Early Years Act, 2014*, the *Education Act*, the *City of Toronto Act, 2006* and regulations thereunder, Toronto, through its Children's Services Division, has undertaken various responsibilities with respect to the provision of services for children in the City of Toronto; and

WHEREAS the Agency has agreed to provide certain services for children and families subject to the terms and conditions set out in this Agreement;

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

1. INTERPRETATION

1.1 In this Agreement and all Schedules forming part thereof, the following terms shall have the following respective meanings:

- (a) "**Benefits Legislation**" means the *Child Care and Early Years Act, 2014*, the *Education Act* and regulations thereunder, as amended from time to time, and includes any successor legislation;
- (b) "**General Manager**" means the General Manager of Toronto's Children's Services Division and includes his or her designate or successor, if any;
- (c) "**Guidelines**" means all applicable guidelines of the **Ministry and Toronto** with respect to the provision of child care and early years services under this Agreement, as amended or replaced from time to time;
- (d) "**Ministry**" means the Ministry of Education for Ontario;
- (e) "**Operating Standards**" means the assessment for quality improvement, operating criteria, standards and other relevant policies and procedures of Toronto's Children's Services Division, as amended or replaced from time to time;

- (f) “**Parent**” means a person who has been determined by **Toronto Staff** to be a person in need under the **Benefits Legislation** and who is the parent or legal guardian of a **Subsidized Child**;
- (g) “**Subsidized Child**” means a child on whose behalf Toronto has agreed to pay the cost of day care services provided by the Agency, which child shall;
- (i) reside with a **Parent**; and
 - (ii) be dependent on a **Parent** for support and maintenance;
- (h) “**Toronto Staff**” means the staff of Toronto authorized to exercise the rights and perform the duties of Toronto under this contract.

- 1.2** In this Agreement, words in or implying the singular includes the plural and vice versa, and words having gender include all genders.
- 1.3** The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation thereof.
- 1.4** Any reference in this Agreement to an “article” or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labelled provision of this Agreement.
- 1.5** The following Schedules marked with an "X" form part of this Agreement:

Schedule “1”:

Child Care Centre Fee Subsidy Services Requirements

Schedule “1.1”:

Payment for the Provision of Child Care Services - Per Diem Rates

Schedule “1.2”:

Payment for the Provision of Child Care Services - Additional Funding

Schedule “1.3”:

Payment for the Provision of Child Care Services- General Operating Funding

Schedule “1.4”:

Payment for the Provision of Child Care Services - Provincial Wage Enhancement Grant

Schedule “2”:

Home Child Care Agency Fee Subsidy Services Requirements

Schedule “2.1”:

Payment for the Provision of Home Child Care Services - Provider Per Diem Rates

Schedule “2.2”:

Payment for the Provision of Home Child Care Agency - Additional Funding

<u>Schedule "2.3":</u>	Payment for the Provision of Home Child Care Services - Agency Operating Funding
<u>Schedule "2.4":</u>	Payment for the Provision of Home Child Care Services -Provincial Wage Enhancement Grant
<u>Schedule "3":</u>	Child and Family Program Requirements
<u>Schedule "3.1":</u>	Payment for the Provision of Child and Family Programs
<u>Schedule "4":</u>	Special Needs Resourcing Program Requirements
<u>Schedule "4.1":</u>	Payment for the Provision of Special Needs Resourcing
<u>Schedule "5":</u>	Summer Program Requirements
<u>Schedule "5.1":</u>	Payment for the Provision of Summer Programs – Grant
<u>Schedule "5.2":</u>	Payment for the Provision of Summer Programs - Per Diem Rates
<u>Schedule "6":</u>	Child Care Centres - Legacy General Operating Grant
<u>Schedule "7":</u>	Home Child Care Agencies - Legacy General Operating Grant
<u>Schedule "8":</u>	Pay Equity Grant
<u>Schedule "9":</u>	Health and Safety /Minor Capital
<u>Schedule "10":</u>	Operating/Start-Up Funding
<u>Schedule "11":</u>	Transitional Funding
<u>Schedule "12":</u>	Child Care Centre Provincial Wage Enhancement Grant
<u>Schedule "13":</u>	Home Child Care Provincial Wage Enhancement
<u>Schedule "14":</u>	Online Security and Account Management
<u>Schedule "15":</u>	Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy
<u>Schedule "16"</u>	Extended Day Program Fee Subsidy Services Requirements
<u>Schedule "16.1"</u>	Payment for the Provision of Extended Day Programs – Per Diem Rates

Schedule "17" Canada-Wide Early Learning and Child Care System Funding Requirements

<u>Schedule "17.1":</u>	Payment for Canada-Wide Early Learning and Child Care System Funding - Affordability
<u>Schedule "17.2":</u>	Payment for Canada-Wide Early Learning and Child Care System Funding - Workforce
<u>Schedule "17.3":</u>	Payment for Canada-Wide Early Learning and Child Care System Funding - Home Child Care Affordability
<u>Schedule "17.4":</u>	Payment for Canada-Wide Early Learning and Child Care System Funding - Home Child Care Workforce

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

- 1.6** This Agreement and the Schedules incorporated into it by reference constitute the entire agreement between the parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

2. SCOPE OF AGREEMENT

- 2.1** The Agency agrees to provide the services below which are marked with an "x":

- (a) child care centre fee subsidy services in accordance with and subject to the terms and conditions set out in Schedule "1";
- (b) home child care agency fee subsidy services in accordance with and subject to the terms and conditions set out in Schedule "2";
- (c) child and family programs in accordance with and subject to the terms and conditions set out in Schedule "3";
- (d) special needs resourcing programs in accordance with and subject to the terms and conditions set out in Schedule "4";
- (e) summer programs in accordance with and subject to the terms and conditions set out in Schedule "5"; and/or
- (f) Canada Wide Early Learning and Child Care programs in accordance with and subject to the terms and conditions set out in Schedule "17".

- 2.2** Toronto shall pay to the Agency a grant the amount of which shall be determined in

accordance with and be subject to the terms and conditions set out in [Schedules "6 - 13 and 17"](#).

3. TERM AND TERMINATION

- 3.1 This Agreement shall commence on **MMM DD, YYYY**, and shall continue until **December 31, YYYY**, and shall renew automatically thereafter unless it is terminated earlier in accordance with the provisions of this Agreement.
- 3.2 Either party may at any time terminate this Agreement in whole or in part, without penalty or cause, by giving a minimum of 60 days written notice to the other party and in the event the Agreement is terminated in part, the remainder of the Agreement, if capable of performance, shall continue in full force and effect.
- 3.3 If in the opinion of the **General Manager**, the Agency is in breach of this Agreement, Toronto may terminate this Agreement immediately by giving written notice to the Agency.
- 3.4 In the event notice is given under subarticle 3.2, the Agency shall, during the notice period, provide only those services which the **General Manager**, determines are reasonably required to complete the service in progress.
- 3.5 In the event that the Agency, if it is a corporation, transfers the majority of its issued shares in the capital stock or if any transfer, issuance or division of any shares of the corporation or of any affiliated corporation of the corporation sufficient to transfer control to others than the then present shareholders of the corporation occurs, this Agreement shall, at the sole discretion of the **General Manager**, immediately become null and void and Toronto shall not in any way be liable to the Agency.
- 3.6 Upon termination of this Agreement, the Agency shall reimburse forth-with to Toronto any monies advanced by Toronto which are not expended in accordance with this Agreement.

4. PAYMENT

- 4.1 Toronto shall pay to the Agency an amount for the provision of services marked below with an "x":
- X** (a) child care centre fee subsidy services which shall be determined in accordance with and subject to the terms and conditions set out in:
- (i) Schedule 1.1
 - (ii) Schedule 1.2
 - (iii) Schedule 1.3
 - (iv) Schedule 1.4

- (b) home child care agency fee subsidy services which shall be determined in accordance with and subject to the terms and conditions set out in
 - (i) Schedule 2.1
 - (ii) Schedule 2.2
 - (iii) Schedule 2.3
 - (iv) Schedule 2.4
- X** (c) child and family programs which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “3.1”;
- X** (d) special needs resourcing programs which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “4.1”;
- (e) summer programs which shall be determined in accordance with and subject to the terms and conditions set out in
 - (i) Schedule 5.1
 - (ii) Schedule 5.2
- X** (f) child care centres legacy general operating grant which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “6”;
- (g) home child care agencies legacy general operating grant which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “7”;
- (h) pay equity grant which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “8”;
- (i) health and safety/minor capital which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “9”;
- (j) operating / start-up funding which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “10”;
- (k) transitional funding which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “11”;
- X** (l) child care centre provincial wage enhancement grant which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “12”;
- (m) home child care provincial wage enhancement grant which shall be determined in accordance with and subject to the terms and conditions set out in Schedule “13”;

- (n) extended day program fee subsidy services in accordance with and subject to the terms and conditions set out in Schedule "16"; and
 - (o) Canada-Wide Early Learning and Child Care System funding which shall be determined in accordance with and subject to the terms and conditions set out in Schedule "17".
- 4.2** The Agency shall use the funds provided by Toronto pursuant to subarticle 4.1 only for the specific purpose for which the funds are provided, and in accordance with the budget submitted by the Agency.
- 4.3** Notwithstanding anything in this Agreement, no payments shall be due to or payable to the Agency by Toronto under this Agreement unless such payments are eligible for cost-sharing from the **Ministry** pursuant to the **Benefits Legislation** and/or approved by Toronto Council.
- 4.4** Notwithstanding anything in this Agreement, any payments made by Toronto, which are for any reason in excess of the amount to which the Agency is entitled, shall be immediately refunded to Toronto by the Agency after due demand by the **General Manager** or, at its sole option, Toronto may deduct or set off the overpayment from any subsequent monies due to the Agency.
- 4.5** The Agency shall, at the request of the **General Manager**, change its fiscal year end to coincide with the fiscal year end of Toronto or to such other date as the **General Manager** directs.
- 4.6** The Agency shall submit to Toronto a budget with respect to the services it provides pursuant to this Agreement or a grant application, if applicable, which budget shall be provided annually or at such other intervals as determined by the **General Manager**.

5. REPORTS

- 5.1** The Agency shall maintain the following reports and records:
- (a) service records respecting each service provided by the Agency pursuant to this Agreement for each site where services are provided;
 - (b) up-to-date financial records and books of account respecting all funds received by the Agency from Toronto pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
 - (c) an audited financial statement and reconciliation report with respect to the services provided by the Agency pursuant to this Agreement which shall be provided to Toronto upon the request of the **General Manager**;
 - (d) any other report or record required pursuant to a Schedule to this Agreement; and
 - (e) any other report or record that the **General Manager**, or **Ministry** acting reasonably,

requests.

- 5.2** The reports referred to in article 5.1 shall be in such form and contain such content as are reasonably required by the **General Manager**.
- 5.3** The Agency acknowledges that failure to submit the reports required in accordance with article 5.1 may result in either the withholding of payment until such reports are submitted or in the termination of this **Agreement**.
- 5.4** The Agency shall permit **Toronto 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 Toronto gives the Agency twenty-four (24) hours' notice of its intention to do so.

6. OBSERVANCE OF THE LAW

- 6.1** The Agency shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, the **Guidelines**, and the **Operating Standards**, including but not limited to the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*.
- 6.2** The Agency shall complete and sign the "Declaration of Compliance with Anti-Harassment /Discrimination Legislation & City Policy" in the form attached hereto as Schedule "15".
- 6.3** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 6.4** The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to the enforcement and interpretation of this Agreement.

7. THE AGENCY'S CONTRACTUAL STATUS

- 7.1** The Agency is an independent contractor and the Agency, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers or employees of Toronto.
- 7.2** The Agency shall be solely responsible for the payment of any subcontractors employed, engaged or retained by the Agency for the purpose of assisting it in the discharge of its obligation under this Agreement.
- 7.3** The Agency shall co-ordinate the services of any subcontractors employed, engaged or retained by it pursuant to subarticle 7.2 and the Agency shall be liable to Toronto for any and all costs arising from the errors or omissions of such subcontractors or any of them.

8. INSPECTION

- 8.1 The Agency shall permit **Toronto Staff** to enter at any reasonable time, with or without notice, any premises used by the Agency for the provision of services pursuant to this Agreement in order to observe and evaluate the services provided.
- 8.2 The Agency agrees that its staff providing services pursuant to this Agreement shall, upon the request of the **General Manager**, be available for consultation with **Toronto Staff**.

9. CONFIDENTIALITY

- 9.1 The Agency, its officers, agents and employees shall treat all information, especially that relating to children and parents which is obtained by it through its performance under this Agreement as confidential and shall not, unless required to do so by law, disclose same, other than in accordance with this Agreement, without the prior written approval of Toronto .
- 9.2 In the event the Agency provides services to children and/or parents, the Agency shall not, unless required to do so by law, release information pertaining to children and parents to third parties without first obtaining the written consent of the affected parent or of the person entitled to give consent on behalf of the affected child.
- 9.3 The collection, use and disclosure of information by Toronto shall be governed by the *Municipal Freedom of Information and Protection of Privacy Act*.

10. INDEMNITY

- 10.1 The Agency shall at all times indemnify and save harmless the City of Toronto, its officers, elected officials, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "**Toronto Indemnitees**") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the **Toronto Indemnitees** or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the **Toronto Indemnitees**, or of the Agency) directly or indirectly arising out of, resulting from or sustained as a result of the Agency's performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the **Toronto Indemnitees**.

11. INSURANCE

- 11.1 During the term of this Agreement, the Agency shall maintain, at its own expense, general liability insurance having a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) in respect of injury or death to a single person or for property damage with an insurer acceptable to Toronto's Treasurer, acting reasonably.

- 11.2** The Agency shall add Toronto as an additional insured on all insurance policies referred to above.
- 11.3** All policies shall contain a waiver of any right of subrogation or recourse by the insurer against any insured and those for whom it may be in law responsible, with respect to any act, omission, or negligence by any of them (other than deliberate act of a party claiming indemnity under the policy) and shall contain provisions for severability of interests and cross liability among insureds.
- 11.4** All policies shall contain undertakings from the insurer that none of the policies shall be cancelled or allowed to lapse or be materially changed until at least 30 days prior written notice has been given to the Agency and Toronto.
- 11.5** The Agency shall provide at the time of execution of this Agreement evidence of such insurance coverage in a form satisfactory to the **General Manager** and from time to time, as such coverage expires or is replaced, shall provide evidence of renewals or replacements thereof satisfactory to the **General Manager**.

12. NOTICE

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

- (a) where Toronto is the intended recipient;

City of Toronto
Children's Services Division
10th Floor, Metro Hall
55 John Street
Toronto, Ontario, M5V 3C6

Attention: General Manager, Children's Services Division

- (b) where the Agency is the intended recipient;

Agency Name.

Street Number / Street Name, City, Postal Code

Attention: Agency Primary Contact

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

13. GENERAL PROVISIONS

- 13.1** Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.
- 13.2** (a) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- (b) No consent by a party to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach.
- 13.3** This Agreement shall not be assigned in whole or in part by the Agency.
- 13.4** This Agreement shall not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.
- 13.5** Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.
- 13.6** All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to articles 5, 9 and 10 as set forth in this Agreement shall survive termination of this Agreement.

IN THE WITNESS WHEREOF the parties hereto have executed this Agreement.

CITY OF TORONTO

per:

General Manager

Agency Name.

per:

(name)

(title)

I have the authority to bind the corporation.

(name)

(title)

I have the authority to bind the corporation.

SCHEDULE “14”: ONLINE SECURITY AND ACCOUNT MANAGEMENT

Agency ID, Name & Address:

Effective Date:

1. Despite anything in this Agreement, when directed by the City, the Agency will undertake its business with the City under this Agreement through use of the Internet-based system utilized by the City (the “System”).
2. The Agency will undertake its business under section 1 in accordance with any **Guidelines** or criteria issued by the **General Manager** including, but not limited to, **Guidelines** or criteria addressing minimum hardware or software requirements, information technology policies and privacy protocols.
3. The Agency will designate one of its officers or employees (the “Application Administrator”) as the individual who will be responsible for the management of the master account (the “Application Administrator Account”) for the purposes of administration of the Agency’s use of the System. The Application Administrator Account will be used to create and administer accounts of individuals utilizing the System on behalf of the Agency (the “Sub-accounts”). The Agency will ensure that only one person at a time acts as the Application Administrator.
4. The role of the Application Administrator will include, but not be limited to, the following activities, which will conform to any relevant **Guidelines** or criteria issued by the **General Manager** under section 2:
 - (a) managing the security of the Application Administrator Account including, but not limited to, restricting use of the System and the Application Administrator Account to authorized personnel and safeguarding the Application Administrator Account identification and password;
 - (b) creating and managing the Sub-accounts including, but not limited to, the security of the Sub-accounts and the revocation of a Sub-account when the Sub-account holder is no longer involved in use of the System on behalf of the Agency or is no longer employed by the Agency;
 - (c) participating, and ensuring that sub-account holders participate, in training that may be provided by the City in the use of the System, at times and locations to be chosen in the sole discretion of the City;
 - (d) advising all Sub-account holders of their responsibility for maintaining the confidentiality of their System user identifications and passwords;
 - (e) notifying the City immediately of any unauthorized use of an Application Administrator Account or Sub-account or of any other breach of security regarding the System; and

- (f) notifying the City immediately of a privacy breach that results, or may result, in disclosure of information in contravention of section 9 of this Agreement.
5. The Agency accepts full responsibility for any and all individuals engaged in use of the System on behalf of the Agency and for ensuring their compliance with the requirements and obligations under this Schedule and the terms for use of the System posted on the System's website (the "Terms").
 6. The Agency acknowledges that the City provides the System on an "as is", "as available", basis. The City makes any no express or implied warranties, representations or endorsements with respect to the System, training in the use of the System or any advice given on the use of the System including, but not limited to, warranties as to merchantability and fitness for a particular purpose, operations, non-infringement, usefulness, completeness, accuracy and reliability. Further, the Agency acknowledges that the City does not represent and warrant that access to the System will be uninterrupted, that there will be no delays, failures or errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Agency's computer system. The Agency acknowledges that it has sole responsibility for adequate protection and backup of its data, hardware and software and for taking reasonable and appropriate precautions against viruses and other contaminating or destructive properties.
 7. The Agency agrees that the City is not responsible for and liable to it or anyone else for any damages whatsoever, including any indirect, special, incidental or consequential damages, arising out of or in connection with its use, or inability to use, the System, even if the City has been advised of the possibility of such damages.
 8. The Agency will not utilize any data on the System other than for the purposes of carrying out its obligations under this Agreement.
 9. The Terms are hereby incorporated by reference into this Schedule.

SCHEDULE "15": DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Date: _____

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Agency Name and ID: _____

Complete Address: _____ Email _____

Postal Code: _____ Tel. No. _____
Fax No. _____

Name of Signing Officer (Name – please print): Position _____

Signature: _____ Date: _____
Authorised Signing Officer

Multilingual Services: 311 and TTY 416-338-0889

For further information: <http://www.toronto.ca/diversity>

SCHEDULE "17": Canada-Wide Early Learning and Child Care System Funding Requirements

Agency: Agency ID Agency Name

Agency Address

Effective date: MMM DD, YYYY

1. The Agency shall be unconditionally licensed under the provisions of the **Benefits Legislation** to provide child care services in Ontario.
2. The Agency shall provide child care services to Children in accordance with the **Benefits Legislation**, the **Guidelines**, the **Operating Standards** and any other program requirement of Toronto.
3. For the purposes of this Schedule, the following terms shall have the following meanings:
 - a. **"CWELCC System"** means the Canada-Wide Early Learning and Child Care System;
 - b. **"CWELCC System Funding"** means funding received under the **CWELCC System**;
 - c. **"O. Reg. 137/15"** means Ontario Regulation 137/15 to the *Child Care and Early Years Act, 2014*;
4. The Agency shall complete the *Licensed Child Care Operations Survey* annually, as required under section 77 of O. Reg. 137/15, to continue to receive **CWELCC System Funding**.
5. The Agency shall reduce and refund base fees in accordance with **O. Reg. 137/15** and the **Guidelines**.
6. The Agency must maintain a cap on fees as defined by the **Guidelines** and **O. Reg. 137/15**.
7. The Agency shall keep an electronic or hard copy of this Agreement at the child care centre or Home Child Care Agency at which the Agency provides services.
8. The amount of **CWELCC System Funding** an Agency receives shall be based on the **Guidelines** and Toronto, at the sole discretion of the **General Manager**, will determine the amount of funding an Agency receives.
9. The Agency shall use **CWELCC System Funding** in accordance with this Agreement, the **Benefits Legislation**, the **Guidelines**, the **Operating Standards** and any other program requirement of Toronto.
10. If **CWELCC System Funding** is not used in accordance with this Agreement as set out in paragraph 9, the Agency shall immediately refund the **CWELCC System Funding** to

Toronto after due demand by the **General Manager** or, at its sole option, Toronto may deduct or set off the overpayment from any subsequent monies due to the Agency.

11. The Agency shall provide sufficient and detailed financial or other information related to their child care operations for review, as required by the **General Manager** in their sole discretion.
12. The Agency shall submit reports and/or records to Toronto relating to the funding provided under this schedule, as requested. Toronto shall be entitled to withhold any subsequent payments to the Agency if the Agency fails to submit the required reports and/or records at the required time.
13. The **General Manager** may adjust **CWELCC System Funding** based on Toronto's assessment as determined by the **Guidelines** at the **General Manager's** sole discretion.
14. The **General Manager** may, in their sole discretion, determine if the Agency's child care operations are sustainable and financially viable in order to continue to receive **CWELCC System Funding**.

SAMPLE

Sample Schedule "17.1": Canada Wide Early Learning and Child Care Funding- Affordability

Agency	XXXX	Name	XXXX
Location	XXXX	Name	XXXX
		Address	XXXX

Funding Period: April 1, 2022 - December 31, 2022

Approved Date: XXX/XX/2022

- 1) Toronto shall provide a **CWELCC System Funding** to the Agency based on the annualized amount of **\$208,620.96** which shall be determined in accordance with and be subject to the terms and conditions set out in the **Guidelines**. The Agency shall use the funding only for the purpose set out in the **Guidelines** unless the **General Manager**, in their sole discretion approves otherwise.

EXAMPLE

2022 CWELCC System Funding Allocation Calculations

Age Category	(A) Fee Freeze Rate	(B) Operating Capacity	(C) Operating Days (Apr 1 - Dec 31, 2022)	(D) Estimated Revenue $D = A * B * C$
Infant	\$74.70	10	196	\$ 146,412.00
Toddler	\$55.00	20	196	\$ 215,600.00
Preschool	\$41.83	32	196	\$ 262,357.76
KG B/A	\$21.49	39	146	\$ 122,364.06
KG Camp	\$45.00	39	50	\$ 87,750.00
				<u>\$ 834,483.82</u>

CWELCC 2022
Affordability funding

25%

CWELCC Allocation
Payment

\$ 208,620.96

- 2) This payment is an allocation based on information provided by the agency and will be subject to review and recovery based on Toronto Children's Services' annual financial review process.
- 3) This amount will be used to refund eligible families and/or reduce fees by 25% for the period April 1, 2022 to December 31, 2022

Sample Schedule "17.2": Canada Wide Early Learning and Child Care Funding- Workforce Compensation and Minimum Wage Offset

Agency	XXXX	Name	XXXX
Location	XXXX	Name	XXXX
		Address	XXXX

Funding Period: April 1, 2022 - December 31, 2022

Approved Date: XXX/XX/2022

- 1) Toronto shall provide a **CWELCC System Funding** to the Agency based on information provided, which shall be determined in accordance with and be subject to the terms and conditions set out in the **Guidelines**. The Agency shall use the funding only for the purpose set out in the **Guidelines** unless the **General Manager**, in their sole discretion approves otherwise.

CWELCC Allocation Payment for Registered Early Childhood Educator (RECE) Staff³⁾

\$---

CWELCC Allocation Payment for non-RECE Staff⁴⁾

\$---

\$ ---

- 2) This payment is an allocation based on information provided by the agency and will be subject to review and recovery based on Toronto Children's Services' annual financial review process.
- 3) This amount will be used to fund eligible RECE staff positions up to the annual wage floor established through the **Guidelines**.
- 4) This amount will be used to fund eligible non-RECE staff positions for the minimum wage offset established through **Guidelines**.

SAMPLE