

## ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the 1 day of Apr, 2021

### BETWEEN

**Her Majesty the Queen in right of Ontario**  
**as represented by the Minister of Children, Community and Social Services**  
**(the "Province")**

- and -

**The CATHOLIC CHILDREN'S AID SOCIETY of TORONTO**  
**(the "Recipient")**

### CONSIDERATION

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

#### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Service Specific Information and Additional Provisions
Schedule "C" -	Service Description
Schedule "D" -	Budget
Schedule "E" -	Reports
Schedule "F" -	Service Data

any amendment to the Agreement made pursuant to Article 4.0 and any document incorporated by reference into the Agreement, including the Service Objectives Document,

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

#### 2.0 CONFLICT OR INCONSISTENCY

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

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

### 3.0 COUNTERPARTS

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

### 4.0 AMENDING THE AGREEMENT

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

4.2 Notwithstanding the foregoing, the Province may, at any time, upon consultation with the Recipient, add a new Schedule or replace any or all of the following:

- (a) Schedule "B" (Service Specific Information and Additional Provisions);
- (b) Schedule "C" (Service Description);
- (c) Schedule "D" (Budget);
- (d) Schedule "E" (Reports); and
- (e) Schedule "F" (Service Data).

4.3 If the Province adds or replaces a schedule in accordance with section 4.2, such schedule shall be deemed to be added to the Agreement or to replace the particular Schedule for the period of time to which it relates, provided that if the Recipient does not agree with any or all of the Schedules, the Recipient may terminate the Agreement pursuant to section A12.1.

### 5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010* (Ontario), *the Public Sector Salary Disclosure Act, 1996* (Ontario), and *the Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) it has reviewed copies of all documents incorporated by reference, including the Service Objectives Document, and that it will review amendments to those documents as communicated by the Province;
- (d) the Funds are:
  - (i) to assist the Recipient to carry out each Service and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (e) the Province is not responsible for carrying out the Services; and
- (f) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with each Service or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS

---

#### A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

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

**"Additional Provisions"** means, in respect of a Service, the terms and conditions set out in Schedule "B".

**"Agreement"** means this Agreement entered into between the Province and the Recipient, all of the Schedules listed in section 1.1, any amendments made pursuant to Article 4.0, and any document incorporated by reference into the Agreement, including the Service Objectives Document.

**"Budget"** means, a Component budget attached to the Agreement in Schedule "D".

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

**"Component"** means the specific group of Services that are grouped together as set out in Schedule "C".

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

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Funding Year"** means:

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

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

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

"**Maximum Funds**" means, in respect of a Component, the maximum Funds set out in Schedule "B".

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

"**Notice Period**" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"**Parties**" means the Province and the Recipient.

"**Party**" means either the Province or the Recipient.

"**Reports**" means the reports described in Schedule "E".

"**Service End Date**" means, in respect of a Service, the date on which the Service will terminate as set out in Schedule "C".

"**Service Objectives Document**" means the service objectives content is located at <https://forms.mgcs.gov.on.ca/dataset/on00416>

"**Services**" means, collectively, the undertakings listed in Schedule "C" and further described in the Service Objectives Document as "Services Delivered". "**Service**" means any one of them.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Services;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Services, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;

- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to deliver each Service successfully;
- (f) procedures to enable the Recipient to identify risks to the delivery of each Service and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- (i) Procedures to ensure that any personal information, including personal health information, that is collected in the course of delivering Services is safeguarded and protected.

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

A2.5 **Risk Assessment Process.** The Recipient will:

- (a) Upon the request of the Province, comply with the Province's risk assessment business process
- (b) submit to the Province any information required by the Province on all areas of risk set out in the risk assessment in accordance with the timelines and content requirements specified by the Province; and
- (c) submit to the Province an action plan and any supplementary information required by the Province, in accordance with the timelines specified by the Province, that specifies how it will mitigate the risks identified during the risk assessment process according to specific timelines.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and continue unless superseded or replaced by a subsequent agreement or until it is terminated earlier pursuant to Article A12.0 or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE SERVICE**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out each Component;
- (b) provide the Funds to the Recipient in such amounts and at such times as the Province determines; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the delivery of a Service;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1;

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

- (a) carry out each Service in accordance with:
  - (i) the Agreement;
  - (ii) the Service Objectives Document;
  - (iii) the policies, guidelines and requirements of the Province as communicated to it; and
  - (iv) best practices for the delivery of a Service.
- (b) use the Funds only for the purposes of carrying out the Service;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario;
- (e) comply with the Province's policies on the recovery of Funds and the treatment of revenues and expenditures and policies with respect to financial reporting which will be issued from time to time.

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

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

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

A4.7 **Financial Flexibility.** Despite subsection A4.3(c), the Recipient may transfer Funds between Budget lines according to the parameters set out in the Province's "Financial Flexibility" Policy for Transfer Payment Recipients.

A4.8 **Approved Budget.** The Parties agree that the approved Budget will be negotiated on or before the start of the applicable Funding Year while this Agreement is in force. In the event the Budget is not re-negotiated by that time, payments will continue to be made in accordance with the funding stipulated in the approved Budget for the immediately preceding Funding Year until

such time as the Budget is re-negotiated or this Agreement is terminated.

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

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

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

A5.2 **Disposal.** The Recipient will not sell, change the use, or otherwise dispose, of any asset, item, furnishing or equipment purchased with the Funds without the prior written consent of the Province, unless such asset, item, furnishing or equipment is a moveable asset with negligible residual value of less than as provided for in Schedule "B"

## **A6.0 CONFLICT OF INTEREST**

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

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to each Service, the use of the Funds, or both.

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

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

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

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

- (a) submit to the Province, according to the submission instructions provided by the Province, all Reports in accordance with the timelines and content requirements as provided for in Schedule "E", or in a form as specified by the Province from time to time;
- (b) submit to the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain for a minimum period of seven years from their creation:

(a) all financial records (including invoices) relating to the Funds or otherwise to each Service in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to each Service.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of each Service and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A7.2;

(b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Services, or both.

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

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

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

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province for the Services; and

(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

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

## A9.0 PROVISION OF FRENCH LANGUAGE SERVICES

A9.1 **Non-Designated Recipient.** If the Recipient is not a designated entity required to offer Services in French in areas designated under the French Language Services Act (Ontario) ("FLSA"), in addition to any requirements under the FLSA the Recipient is required to:



- (a) demonstrate capacity to deliver Services in French;
- (b) submit a completed Quality Improvement Plan in the form provided by the Province at the time of budget submission; and
- (c) participate in the validation process with respect to the Quality Improvement Plan with the Province.

A.9.2 **FLSA Designated Public Service Agency.** If the Recipient is an entity designated under the FLSA”, it will, at the time of budget submission, submit a compliance attestation in the form provided by the Province affirming that it meets the Ministry of Francophone Affairs’ requirements for designation of public service agencies.

#### **A10.0 INDEMNITY**

A10.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with any Service or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

#### **A11.0 INSURANCE**

A11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a service similar to the Services would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A11.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A12.0 TERMINATION ON NOTICE**

A12.1 **Termination on Notice.** Either Party may terminate the Agreement, in whole or in part, at any

time upon giving at least sixty (60) days' Notice to the other.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Services, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.3 Consequences of Termination on Notice by the Recipient.** If the Recipient terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any or all of the following amounts:
  - (i) an amount equal to any Funds remaining in the possession or under the control of the Recipient;
  - (ii) any amount equal to any Funds provided to the Recipient not used in accordance with the Agreement; and
  - (iii) any amount equal to any Funds the Province provided to the Recipient.

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

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other 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 any Service;
  - (ii) achieve values to the level indicated in Schedule "F";
  - (iii) use or spend Funds; or
  - (iv) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt,

or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

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

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

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

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

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

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

**A13.5 When Termination Effective.** Termination under Article A13.0 will take effect as provided for in the Notice.

**A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON SERVICE END DATE**

A15.1 **Funds Upon Service End Date.** In respect of each Service, the Recipient will, upon the Service End Date, return to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

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

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

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

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

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

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

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

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

#### **A17.0 NOTICE**

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

A17.2 **Notice Given.** Notice will be deemed to have been given one Business Day after the Notice is delivered.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

## **A19.0 SEVERABILITY OF PROVISIONS**

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

## **A20.0 WAIVER**

A20.1 **Waiver.** The Province may waive any obligation of the Recipients under the Agreement, under such terms and conditions as set out in a Notice to the Recipient.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

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

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

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

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

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

## **A.28.0 OPEN DATA**

A.28.1 **Open Data.** The Province reserves the right to publish Agreement information as open data. This includes Recipient contact information, financial terms, key dates, and outcomes or outputs.

## **A 29.0 SURVIVAL**

A29.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of termination of the Agreement or a Service End Date: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.3(e), A4.4, A4.5, A4.6 section A5.2, section A7.1, sections A9.1 and A9.2 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article 10.0, section A12.2, section 12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A14.0 Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A28.0, and Article 29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

**Program: MCCSS Budget Package 2022-23**

Component Name	Region / Branch	Maximum Funds
Children's DS Community Support Services	Toronto Region	\$68,134
Provincial Initiatives	Toronto Region	\$155,248
Child Welfare - Community and Prevention Supports	Toronto Region	\$12,600

<b>Amount for the purposes of section 5.2 of Schedule "A"</b>	\$5000
<b>Insurance</b>	\$2,000,000
<b>Ministry address for purposes of insurance pursuant to A.11.0</b>	The Ministry of Children, Community and Social Services 7th Flr, 438 University Ave. Toronto, ON M5G 2K8
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> Sherri Rennie <b>Phone Number:</b> 289-404-6431 <b>Email:</b> Sherri.Rennie@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Name:</b> Priscilla Manful <b>Phone Number:</b> 416-395-1501 <b>Email:</b> p.manful@torontoccas.org
<b>Contact information for the senior financial person in the Recipient organization (e.g. CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Name:</b> Priscilla Manful <b>Phone Number:</b> 416-395-1501 <b>Email:</b> p.manful@torontoccas.org

## SCHEDULE "C" SERVICE DESCRIPTION

**Component:** Children's DS Community Support Services (Toronto Region)

Service Name	Definition	Start Date	End Date
Spec. Comm. Suppt-Children-Other	Funding to provide professional, specialized community-based supports & services -other than behaviour intervention, family support services, assessment and counselling, or speech & language services - for children who have a developmental disability	April 1, 2021	March 31, 2023
Spec Comm Suppts-Child.-Serv Coord/Case Mgt.	Funding to support children and youth with a developmental disability, and their family, to help them access and maintain developmental services and supports including generic services and supports available to any member of the community.	April 1, 2021	March 31, 2023

**Component:** Provincial Initiatives (Toronto Region)

Service Name	Definition	Start Date	End Date
Education Liaison	The Education Liaison program supports the educational needs and improves the educational outcomes of children and youth in child welfare services, in care, in customary care, and in a Voluntary Youth Services Agreement (VYSA).	April 1, 2021	March 31, 2023

**Component:** Child Welfare - Community and Prevention Supports (Toronto Region)

Service Name	Definition	Start Date	End Date
Community Programs - Child and Family Intervention - Operating Residential	To provide community based residential accommodation, group care & supervision supports for children/youth who are experiencing social, emotional, behavioural or psychiatric problems & to provide appropriate coping strategy & skill development training that will enable the child/youth to function effectively at home, school & in the community.	April 1, 2021	March 31, 2023



## SCHEDULE "D" BUDGET

**Component:** Children's DS Community Support Services (Toronto Region)

Item	Description	Amount
Budget		
Service Delivery Budget	Total service delivery budget by component.	\$68,134
Expenditure		\$68,134
Staffing	Total staffing expenditure for all services/program.	\$68,134
Salary	Total gross salary, wage and employee benefit payments of all service/program staff (full-time, part-time, temporary, etc. ).	\$68,134
Permanent Compensation Enhancement Salaries	Total eligible staffing expenditures related to Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program. (Do not include this amount in the Salary line above).	\$0
Staff Training	Total expenditure of training activities for all service/program staff.	\$0
# of FTE(s)	Number of full time service/program staff.	0.50
Building Occupancy	Total Building occupancy expenditures (e.g. rent, property tax, insurance, etc.) for all services/programs.	\$0
Travel & Communication	Total travel and communication expenses incurred conducting activities for all services/programs.	\$0
Allocated Central Administration	General operating costs associated with governing and operating an organization. Do not include cost for service/program administrative expenses that directly supports clients.	\$0
Allocated Central Administration Percentage	Allocated Central Administration expressed as a percentage.	0.00%
Supplies and Equipment	Expenditures directly related to supplies and equipment for all service/program delivery.	\$0
Other Program/ Service Expenditure	Other service/program expenditures for direct program/service provision that is not capture above.	\$0
Revenue		\$0
Federal Government Funding	Revenue received from the Government of Canada for all services/programs.	\$0
Other Provincial Government Funding	Revenue received from the Government of Ontario (other than MCCSS) for all services/programs.	\$0
Client Contribution Payments	Revenue received from clients for all services/programs.	\$0
Interest Earned	Interest earned from MCCSS funding.	\$0
Other Revenue	Other revenue received, from sources not captured above, for all programs/services.	\$0
Adjustments (+/-)	Transactions (+/-) against ministry allocation amount for program/services (e.g. one-time funds [+], or reductions [-]). Ministry approval required prior to adjustments between components.	\$0

**Component:** Provincial Initiatives (Toronto Region)

Item	Description	Amount
Budget		
Service Delivery Budget	Total service delivery budget by component.	\$155,248
Expenditure		\$155,248
Staffing	Total staffing expenditure for all services/program.	\$132,848
Salary	Total gross salary, wage and employee benefit payments of all service/program staff (full-time, part-time, temporary, etc. ).	\$132,848
Permanent Compensation Enhancement Salaries	Total eligible staffing expenditures related to Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program. (Do not include this amount in the Salary line above).	\$0
Staff Training	Total expenditure of training activities for all service/program staff.	\$0
# of FTE(s)	Number of full time service/program staff.	1.00
Building Occupancy	Total Building occupancy expenditures (e.g. rent, property tax, insurance, etc.) for all services/programs.	\$0
Travel & Communication	Total travel and communication expenses incurred conducting activities for all services/programs.	\$0
Allocated Central Administration	General operating costs associated with governing and operating an organization. Do not include cost for service/program administrative expenses that directly supports clients.	\$0
Allocated Central Administration Percentage	Allocated Central Administration expressed as a percentage.	0.00%
Supplies and Equipment	Expenditures directly related to supplies and equipment for all service/program delivery.	\$0
Other Program/ Service Expenditure	Other service/program expenditures for direct program/service provision that is not capture above.	\$22,400
Revenue		\$0
Federal Government Funding	Revenue received from the Government of Canada for all services/programs.	\$0
Other Provincial Government Funding	Revenue received from the Government of Ontario (other than MCCSS) for all services/programs.	\$0
Client Contribution Payments	Revenue received from clients for all services/programs.	\$0
Interest Earned	Interest earned from MCCSS funding.	\$0
Other Revenue	Other revenue received, from sources not captured above, for all programs/services.	\$0
Adjustments (+/-)	Transactions (+/-) against ministry allocation amount for program/services (e.g. one-time funds [+], or reductions [-]). Ministry approval required prior to adjustments between components.	\$0

**Component:** Child Welfare - Community and Prevention Supports (Toronto Region)

Item	Description	Amount
Budget		
Service Delivery Budget	Total service delivery budget by component.	\$12,600
Expenditure		\$12,600
Staffing	Total staffing expenditure for all services/program.	\$0
Salary	Total gross salary, wage and employee benefit payments of all service/program staff (full-time, part-time, temporary, etc. ).	\$0
Permanent Compensation Enhancement Salaries	Total eligible staffing expenditures related to Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program. (Do not include this amount in the Salary line above).	\$0
Staff Training	Total expenditure of training activities for all service/program staff.	\$0
# of FTE(s)	Number of full time service/program staff.	0.00
Building Occupancy	Total Building occupancy expenditures (e.g. rent, property tax, insurance, etc.) for all services/programs.	\$0
Travel & Communication	Total travel and communication expenses incurred conducting activities for all services/programs.	\$0
Allocated Central Administration	General operating costs associated with governing and operating an organization. Do not include cost for service/program administrative expenses that directly supports clients.	\$0
Allocated Central Administration Percentage	Allocated Central Administration expressed as a percentage.	0.00%
Supplies and Equipment	Expenditures directly related to supplies and equipment for all service/program delivery.	\$0
Other Program/ Service Expenditure	Other service/program expenditures for direct program/service provision that is not capture above.	\$12,600
Revenue		\$0
Federal Government Funding	Revenue received from the Government of Canada for all services/programs.	\$0
Other Provincial Government Funding	Revenue received from the Government of Ontario (other than MCCSS) for all services/programs.	\$0
Client Contribution Payments	Revenue received from clients for all services/programs.	\$0
Interest Earned	Interest earned from MCCSS funding.	\$0
Other Revenue	Other revenue received, from sources not captured above, for all programs/services.	\$0
Adjustments (+/-)	Transactions (+/-) against ministry allocation amount for program/services (e.g. one-time funds [+], or reductions [-]). Ministry approval required prior to adjustments between components.	\$0

**SCHEDULE "E"  
REPORTS**

---

**Reports**

Report Type	Report Period Start	Report Period End	Due
Interim	April 1, 2022	October 31, 2022	November 30, 2022
Final	April 1, 2022	March 31, 2023	June 15, 2023
Audited Financial Statement	April 1, 2022	March 31, 2023	July 31, 2023

**Other Reports**

Report Type	Report Period Start	Report Period End	Due
Upon Request			

**SCHEDULE "F"**  
**SERVICE DATA**

The Recipient will achieve the outputs at the values listed below:

**Component:** Children's DS Community Support Services (Toronto Region)

Metric	Description	Target
--------	-------------	--------

Service Name	Metric	Description	Target
Spec. Comm. Suppt-Children-Other	# of Individuals Served: Other Community Support Services	The unique number of individuals that received this type of service in any language in the reporting year (cumulative).	35
Spec. Comm. Suppt-Children-Other	Other Community Support Services: Ministry-funded Agency Expenditures	Total ministry-funded expenses for the service agency to administer and/or deliver this service in the reporting year (cumulative).	\$0
Spec Comm Suppts-Child.-Serv Coord/Case Mgt.	# of Individuals Served: Service Coordination / Case Management	The unique number of individuals that received this type of service in any language in the reporting year (cumulative).	6
Spec Comm Suppts-Child.-Serv Coord/Case Mgt.	Service Coordination/Case Management: Ministry-funded Agency Expenditures	Total ministry-funded expenses for the service agency to administer and/or deliver this service in the reporting year (cumulative).	\$0

**Component:** Provincial Initiatives (Toronto Region)

Metric	Description	Target
--------	-------------	--------

Service Name	Metric	Description	Target
Education Liaison	# of Another Indigenous/Aboriginal Identity	Number of participants that identify as another Indigenous/Aboriginal identity	0
Education Liaison	# of Another racial identity	Number of participants that identify as another racial identity	0
Education Liaison	# of Black	Number of participants that identify as Black (African or Afro-Caribbean Descent / African-Canadian)	24
Education Liaison	# of Canadian by birth	Number of participants who are Canadian by birth	38
Education Liaison	# of participants with one or more disabilities	Number of participants who identify as a person with one or more disabilities	38
Education Liaison	# of East/Southeast Asian	# Participants that identify as East/Southeast Asian	6
Education Liaison	# of Education Liaison service/support	#of participants who received services/support from an Education Liaison by service/support type	52
Education Liaison	# of Elementary school (primary)	Number of participants in grades 1 - 5	12
Education Liaison	# of English	Number of participants whose first and still understood language is English	38
Education Liaison	# of First Nations	Number of participants that identify as First Nations	0
Education Liaison	# of First Nations school authority	Number of First Nations school authorities served by the Education Liaison program in children's aid society catchment area.	0
Education Liaison	# of French	Number of participants whose first and still understood language is French	2
Education Liaison	# of High school (secondary)	Number of participants in grades 9 - 12	20

Education Liaison	# of Indigenous language	Number of participants whose first and still understood language is Indigenous	0
Education Liaison	# of Individuals	Number of participants in the program who had at least one significant interaction (e.g. education related conversation) with an Education Liaison during the reporting period.	52
Education Liaison	# of Inuit/Inuk	Number of participants that identify as Inuit/ Inuk	0
Education Liaison	# of Latinx	Number of participants that identify as Latinx (Latin American or Hispanic Descent)	8
Education Liaison	# of Current lived Gender Identity: Woman/girl	# Participants who have voluntarily self-disclosed their gender identity as a girl/woman	26
Education Liaison	# of Current lived Gender Identity: Man/boy	# Participants who have voluntarily self-disclosed their gender identity as a man/boy	24
Education Liaison	# of Current Lived Gender Identity: Do not know	# Participants who do not know their gender identity	0
Education Liaison	# of Current lived Gender Identity: Transgender	# Participants who have voluntarily self-disclosed their gender identity as transgender	2
Education Liaison	# of Current Lived Gender Identity: Another Gender Identity	# Participants who have voluntarily self-disclosed their gender identity as another gender identity	0
Education Liaison	# of Métis	Number of participants that identify as Métis	0
Education Liaison	# of Middle school (junior high)	Number of participants in grades 6 - 8	14
Education Liaison	# of Naturalized Canadian	Number of participants who are Canadian by naturalization	2
Education Liaison	# of New participant	See "program participant": Number of new individual children served by the Education Liaison program	34
Education Liaison	# of Not Canadian	Number of participants who do not hold Canadian citizenship	12

Education Liaison	# of Other language	Number of participants whose first and still understood language is not English/French/Indigenous Language	12
Education Liaison	# of Participant referrals	The # of participant referrals to services /resources during the quarter.	58
Education Liaison	# of Preschool	Number of participants in grades JK-SK	0
Education Liaison	# of Returning participants	See "program participant": Number of returning individual children served by the Education Liaison program	18
Education Liaison	# of School board	Number of school boards served by the Education Liaison program in children's aid society catchment area	14
Education Liaison	# of Schools	Number of schools served by the Education Liaison program in children's aid society catchment area.	48
Education Liaison	# of South Asian	Number of participants that identify as South Asian (Indian Subcontinent Descent, e.g. Indian, Pakistani, Bangladeshi)	0
Education Liaison	# of Unknown racial identity	Number of participants do not know or do not disclose their racial identity	0
Education Liaison	# of White	Number of participants that identify as White (European Descent)	14
Education Liaison	# of Current Lived Gender Identity: Transgender boy/man	# Participants who have voluntarily self-disclosed their gender identity as a transgender boy/man	0
Education Liaison	# of Current Lived Gender Identity: Transgender girl/woman	# Participants who have voluntarily self-disclosed their gender identity as a transgender girl/woman	0
Education Liaison	# of Current Lived Gender Identity: Two-Spirit	# Participants who have voluntarily self-disclosed their gender identity as Two-Spirit	0



Education Liaison	# of Middle Eastern	# participants who identify as Middle Eastern (Arab, Persian, West Asian descent e.g. Afghan, Egyptian, Iranian, Lebanese, Turkish, Kurdish etc.)	0
Education Liaison	# of Religion/Spiritual Affiliation: Another Religion	Number of participants who have another religious/spiritual affiliation	0
Education Liaison	# of Religion/Spiritual Affiliation: Buddhist	Number of participants who identify as Buddhist	0
Education Liaison	# of Religion/Spiritual Affiliation: Christian	Number of participants who identify as Christian	0
Education Liaison	# of Religion/Spiritual Affiliation: Hindu	Number of participants who identify as Hindu	0
Education Liaison	# of Religion/Spiritual Affiliation: Indigenous Spirituality	Number of participants whose spiritual beliefs and practices align with Indigenous Spirituality	0
Education Liaison	# of Religion/Spiritual Affiliation: Jewish	Number of participants who identify as Jewish	0
Education Liaison	# of Religion/Spiritual Affiliation: Muslim	Number of participants who identify as Muslim	0
Education Liaison	# of Religion/Spiritual Affiliation: No Religion	Number of participants who have no religious/spiritual affiliation	0
Education Liaison	# of Religion/Spiritual Affiliation: Sikh	Number of participants who identify as Sikh	0
Education Liaison	# of Sexual Orientation: Bisexual	# Participants who have voluntarily self-disclosed their sexual orientation as bisexual	0
Education Liaison	# of Sexual Orientation: Do not know	# Participants who have voluntarily self-disclosed their sexual orientation as do not know	0
Education Liaison	# of Sexual Orientation: Gay	# Participants who have voluntarily self-disclosed their sexual orientation as gay	0
Education Liaison	# of Sexual Orientation: Heterosexual/Straight	# Participants who have voluntarily self-disclosed their sexual orientation as heterosexual/straight	0
Education Liaison	# of Sexual Orientation: Lesbian	# Participants who have voluntarily self-disclosed their sexual orientation as lesbian	0

Education Liaison	# of Sexual Orientation: Pansexual	# Participants who have voluntarily self-disclosed their sexual orientation as pansexual	0
Education Liaison	# of Sexual Orientation: Queer	# Participants who have voluntarily self-disclosed their sexual orientation as queer	0
Education Liaison	# of Sexual Orientation: Questioning	# Participants who have voluntarily self-disclosed their sexual orientation as questioning	0

**Component:** Child Welfare - Community and Prevention Supports (Toronto Region)

Metric	Description	Target
--------	-------------	--------

Service Name	Metric	Description	Target
Community Programs - Child and Family Intervention - Operating Residential	# of Days of Residential Care: Community Programs	Number of 24 hour periods for which people will be provided residential care during the fiscal year. The day on which a person arrives is included as one day of service. The day a person leaves is excluded.	0
Community Programs - Child and Family Intervention - Operating Residential	# of individuals served - Operating Residential	The number of individuals for whom a record has been created and who were recipients of the approved service(s) at some point during the fiscal year.	0