

# Agenda Including Addeds

## Community and Protective Services Committee

The 6th Meeting of the Community and Protective Services Committee

March 21, 2023

4:15 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Metis and Inuit people today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, Mayor J. Morgan

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [CPSC@london.ca](mailto:CPSC@london.ca) or 519-661-2489 ext. 2425.

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# Accessibility Community Advisory Committee

## Report

The 2nd Meeting of the Accessibility Community Advisory Committee  
February 23, 2023

Attendance PRESENT: J. Menard (Chair), A. Garcia Castillo, U. Iqbal, N. Judges, S. Mahipaul, A. McGaw, P. Moore, M. Papadacos, J. Peaire, M. Pereyaslavska, B. Quesnel, P. Quesnel, D. Ruston and C. Waschkowski and J. Bunn (Committee Clerk)

ALSO PRESENT: D. Baxter, J. Kostyniuk, H. McNeely, R. Morris, N. Steinburg, M. Stone and B. Westlake-Power

ABSENT: M. Bruner-Moore

The meeting was called to order at 3:00 PM.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 Connected and Automated Vehicle Plan

That it BE NOTED that the Connected and Automated Vehicle Plan Draft Review presentation, dated February 2023, from J. Kostyniuk, Traffic and Transportation Engineer, was received.

#### 2.2 Developing the 2023-2027 Strategic Plan - Overview of Process and Opportunity to Provide Feedback on the Draft Plan

That it BE NOTED that the Council's Strategic Plan 2023-2027 presentation, dated February 23, 2023, from N. Steinburg, Specialist II, Government Relations, was received.

### 3. Consent

#### 3.1 1st Report of the Accessibility Community Advisory Committee

That it BE NOTED that the 1st Report of the Accessibility Community Advisory Committee, from the meeting held on January 12, 2023, was received.

#### 3.2 Notice of Planning Application - London Plan and Zoning By-law Amendments - City-Wide/Additional Residential Unit Review in Response to Bill 23 (More Homes Built Faster Act)

That it BE NOTED that the Notice of Planning Application, dated March 1, 2023, from C. Parker, Senior Planner, with respect to London Plan and Zoning By-law Amendments, City-Wide, related to Additional Residential Unit Review in Response to Bill 23 (More Homes Built Faster Act), was received.

**4. Sub-Committees and Working Groups**

None.

**5. Items for Discussion**

5.1 REQUEST FOR DELEGATION STATUS - J. Madden - Paratransit

That it BE NOTED that a verbal delegation from J. Madden, with respect to Paratransit, was received.

5.2 Employee Resource Group - Access without Limits Co-Chairs - M. Stone

That it BE NOTED that a verbal update from M. Stone, Accessibility and Inclusion Advisor, with respect to the Access Without Limits group, by and for employees of the City of London, was received.

**6. Adjournment**

The meeting adjourned at 4:48 PM.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Kevin Dickins  
Deputy City Manager, Social and Health Development

**Subject:** Integrated Employment Services – Ontario Transfer Payment Agreement – Update

**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting of April 04, 2023, to:

- 1) delegate authority to the named positions in Civic Administration to approve various agreements and documents as Service System Manager for Integrated Employment Services
- 2) delegate signing authority, as set out in the proposed by-law; and
- 3) to ratify the Transfer Payment Agreement for Integrated Employment Services, with effect February 1, 2023 (“Transfer Payment Agreement IES”), attached as Schedule 1.

## Executive Summary

In 2019, the Ontario Government announced plans to transform and modernize employment services delivery across the province of Ontario to create a more locally responsive employment services system, effectively meeting the needs of a diverse range of jobseekers, businesses, and local communities. This transformation includes integrating Ontario Works and ODSP employment programming into Employment Ontario to create a single, efficient, cost-effective system focused on helping all jobseekers, businesses, and communities.

The plan to transform and modernize employment services delivery also includes the introduction of Service System Managers (SSM) to plan, design and deliver employment services across the province in 15 Ministry-defined geographical Catchment Areas. Selection of SSMs is through a two-stage competitive process open to any public, not-for-profit or private sector organization, as well as Consolidated Municipal Service Managers (CMSM) and District Social Services Administration Boards (DSSAB).

In July 2022, the City of London participated in the competitive process to become the SSM for the London Catchment Area (the geographic area of the City of London, County of Middlesex, St. Thomas-County of Elgin, and County of Oxford), and in late 2022, the City of London was selected by the Ministry as the successful candidate to proceed with the negotiation period for the purpose of entering into an Agreement as SSM.

On January 24, 2023, Council passed By-law A.-8323-29 to delegate authority to the Deputy City Manager, Social and Health Development to enter into negotiations with the Minister of Labour, Immigration, Training and Skills Development, and to approve and execute an agreement. The Deputy City Manager entered into those negotiations and executed a Transfer Payment Agreement, effective February 1, 2023. The Transfer Payment Agreement is attached as Schedule 1 to this report, and Council is asked to ratify it.

This report provides an overview of the new Integrated Employment Services model, details of the Ontario Transfer Payment Agreement entered into with the Ministry of Labour, Immigration, Training and Skills Development (Schedule 1 to this report).

The Ministry of Labour, Immigration, Training and Skills Development (the “Ministry”) has recommended that Council delegate various administrative authority to Civic Administration, which is intended to streamline the approval process for approval and signing of various agreements and other documentation. A proposed delegation by-law is attached as Appendix

“A”. The proposed by-law would also have Council ratify the Transfer Payment Agreement executed by the Deputy City Manager.

## Linkage to the Corporate Strategic Plan

### Strengthening our Community

- Londoners have access to the supports they need to be successful.
- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

### Growing our Economy

- London will develop a top-quality workforce.
- London creates a supportive environment where entrepreneurs, businesses and talent can thrive.

### Leading in Public Service

- The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.

### Links to Community Recovery

The City of London is committed to working in collaboration with the community to identify solutions that will drive a strong, deep, and inclusive community recovery for London as it moves out of and beyond the global COVID-19 pandemic. This report, and the items within, are linked to helping more people find and keep quality jobs and increasing the number of businesses finding workers with the right skills.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter:

- CPSC June 17, 2019, Employment Ontario Transformation – Service System Manager Competition
- CPSC January 21, 2020, Employment Ontario Transformation – Service System Manager – Update
- CPSC January 10, 2023 (in-camera), Integrated Employment Services – Ontario Transfer Payment Agreement

### 2.0 Discussion and Considerations

#### 2.1 Purpose

This report provides an overview of the new Integrated Employment Services model, details of the Ontario Transfer Payment Agreement with the Ministry of Labour, Immigration, Training and Skills Development, and seeks delegated authority for Civic Administration to undertake all administrative acts necessary in relation to this project.

#### 2.2 Background

The City of London’s Life Stabilization Division administers the Ontario Works program as a Consolidated Municipal Service Manager (CMSM), on behalf of the Ministry of Children, Community and Social Services (MCCSS). Ontario Works is an employment assistance and financial support program focused on helping individuals and families gain and maintain sustainable employment through training, education, development of “hard” and “soft” employment skills, linking participants to opportunities, and providing individualized supports as needed.

On February 12, 2019, the Ontario Government announced its plan to modernize employment services delivery across Ontario to help more people find and keep quality jobs and increase the number of businesses finding workers with the right skills. This transformation includes integrating Ontario Works and ODSP employment programming into Employment Ontario under the Ministry of Labour, Immigration, Training and Skills Development (MLITSD) to create

a single, efficient, cost-effective system focused on helping all jobseekers, businesses, and communities.

In the new service delivery model, MLITSD as system steward will hold contracts with newly created SSMs responsible to oversee the planning, design, and delivery of Integrated Employment Services across the province in defined geographical Catchment Areas.

The role of the SSM includes:

- Relationship development and collaboration with stakeholders including with Service Providers, local social assistance delivery agents, organizations supporting equity-deserving populations (e.g., Indigenous organizations), local workforce planning boards, Colleges, etc.
- Contracting with Employment Service Providers and measuring performance, including developing performance management plans as required
- Collecting and reporting on data to improve client outcomes and service delivery system performance
- Determining service level requirements to ensure effective client pathways
- Reporting to MLITSD
- Attending Ministry-led collaborative tables
- Service coordination with other Ministry-led programs (e.g., Better Jobs Ontario)

Expanding the City’s role in employment to encompass Employment Ontario, OW and ODSP employment services will allow the City to have greater influence in providing employment and training opportunities for all.

### 2.3 Timelines

The transformation to the new service delivery model is gradually being rolled out in a phased approach as follows:

Phase	Catchment Areas	SSM	Effective Date of Agreement
Prototype	Hamilton-Niagara Muskoka-Kawarthas Peel	Fedcap Canada Fleming College WCG Inc.	January 2020
Phase 1	York Halton Stratford-Bruce Peninsula Kingston-Pembroke	WCG Inc. Fedcap Canada County of Bruce Serco Canada	April 2022  September 2022
<b>Phase 2</b>	Durham <b>London</b> Ottawa Windsor-Sarnia Kitchener-Waterloo-Barrie	tba <b>City of London</b> tba tba tba	February 2023
Phase 3	Toronto Northeast Northwest		Yet to be determined

#### Phase 2 Competitive Process Timelines - London

- April 2022 – Call for Proposal opened for the Phase 2 Catchment Areas.
- July 2022 – City of London submits proposal to become SSM for the London Catchment Area.
- October 2022 – Interview with MLITSD
- November 2022 – MLITSD notified that City of London is successful candidate
- December 2022 – Negotiations between MLITSD and City of London
- January 2023 – Signing of the Ontario Transfer Payment Agreement
- February 2023 – Effective date of the Ontario Transfer Payment Agreement

#### Planning Period – February-April 2023

- Hiring of key staff; leasing space

- Building SSM capacity and developing knowledge of local service delivery network
- Establishing a presence in the community
- Building partnerships and collaboration with key stakeholders
- Establish infrastructure necessary to exercise oversight over the network
- Marketing, developing a web presence, etc.
- Developing Transition Agreements for existing Service Providers

#### Transition Period – May 2023-December 2023

- Administering Transition Agreements with Service Providers
- Assessing effectiveness of the current network, including individual Service Providers, service delivery footprint, client data and outcomes
- Developing policies and procedures
- Providing Diversity & Inclusion training for SSM staff
- Prepare referral plan in conjunction with social assistance partners and stakeholders
- Establishing contracts for the start of the Integrated Employment Services Delivery period

#### Integrated Employment Services Delivery – January 2024 to December 31, 2025

- Administering new contracts with Service Provider network
- Full responsibility for the oversight of the Service Provider network
- Collecting, monitoring, and analyzing data; reporting to the Ministry
- Developing an integrated case management approach across Employment Ontario and Ontario Works / ODSP
- Ensuring Indigenous Competency and Diversity & Inclusion training for Service Providers
- Continued relationship development and collaboration with key stakeholders across the geographical London Catchment Area

## **2.4 Qualifications and Experience**

### Employment Services Delivery Expertise

The City of London, as CMSM for Ontario Works (OW), has been responsible for planning, designing, and delivering employment services for more than 25 years. In 1997, the City developed the Employment Assistance Framework which introduced a unique model of utilizing Purchase of Service agreements with local Service Providers to deliver customized employment services to Ontario Works clients. Since its inception, the model has been continually reviewed and revised to adapt to changes in funding, legislation, labour market conditions, client needs and demographics.

The Framework builds on community expertise and the City's efforts with organizations such as Employment Sector Council, Elgin Middlesex Oxford Workforce Planning and Development Board (WPDB) and London & Middlesex Local Immigration Partnership, to name a few. The Framework recognizes the importance of links to employers through multiple channels and through a diversity of Service Providers, community non-profits, education systems, and private sector businesses.

In delivery of employment services through Ontario Works, the City of London often meets or exceeds its employment outcome targets with MCCSS.

### Service System Manager

The Social and Health Development team through Child Care & Early Years, Housing Stability Services and Life Stabilization, has vast experience as the Service Manager of Ministry programs over the geographical area of the City of London and the County of Middlesex, with many years of working with multiple Ministries. This expertise will be critical in helping establish protocols, processes as well as help to deepen relationships with community and Service Providers.

### Relationship Development



Through various departments, the City of London has built a strong foundation of regional collaborations across the London Catchment Area, with joint alignment of goals and shared mandates aimed at achieving positive community outcomes.

A member of the SSM team sits as a non-voting advisor on the Employment Sector Council Steering Committee along with London Economic Development Corporation, Elgin-Middlesex-Oxford Workforce Planning & Development Board (WPDB), Fanshawe College and Employment Service Providers from across the region.

WPDB is a key stakeholder who collaborates on activities such as London & Area Works, Apprenticeship Network, London Community Recovery Network, and research studies, and will be a key informant on the City's Advisory Body providing connection to employers, Employment Service Providers, and municipalities through their established regional working tables.

As an Ontario Works Delivery Agent, the City has existing strong, active relationships and collaboration with the Ontario Works / ODSP leads of Middlesex County, St. Thomas-Elgin County and Oxford County. In preparation for the City's bid to become SSM of Integrated Employment Services across the London Catchment Area, the Ontario Works leads formed a regional advisory group to ensure collaboration and communication as the new model is being developed. The City has requested these Ontario Works leads to ensure their administration and respective councils have been advised and informed of London's bid.

### Corporate Strength

The City of London is well-positioned to assume the SSM role and has the strength of multiple divisions to make this an enterprise-wide collaboration.

The Anti-Racism Anti-Oppression (ARAO) division will provide support in partnership development and collaboration with equity-deserving groups and inform decision-making through the lens of the ARAO Framework and Council-endorsed Equity Tool.

The expertise of Legal Services, Information Technology Services, Risk Management, Privacy and Procurement & Supply divisions will support the development of third-party contracts that adhere to corporate standards and expectations, and the Financial Services division will support the financial management of those contracts and the employment services function as a whole.

Planning and Economic Development division will be a key partner as the City connects with regional economic development stakeholders; Government and External Relations division will assist with connecting with all levels of government, and the Communications division will assist in the effective promotion of the program and services.

The City of London, as the Delivery Agent of the Ontario Works program, will be an important contributor of referrals to the Employment Ontario program. Having expertise as the service manager for the Ontario Works program, the City of London as SSM for both programs will foster the creation of a fluid, streamlined, and effective approach to referrals between the two systems.

## **2.5 Transfer Payment Agreement Risk Assessment**

The Transfer Payment Agreement has been reviewed by the City Solicitor's Office, Finance Supports and Risk Management. Civic Administration notes the requirement on the City to provide an indemnification. This provision should not prevent the City from entering into the Funding Agreement as the benefits outweigh the associated risk from the indemnity provision. The City will mitigate risks associated with the Agreement by using the optimum level of oversight and control, enabling both risk management and meeting objectives of the funding agreement. The indemnification provision is as follows:

*A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.*

The Agreement includes a requirement for Security and Privacy Liability Insurance. The Ministry acknowledges challenges organizations may face in obtaining cyber-insurance and has advised self-insuring is an acceptable option. The City of London can meet the insurance requirements as outlined by the Ministry, including the option of self-insuring. SSMs also have the flexibility to develop their contract with Service Providers, provided it aligns with the requirements in the Ministry-SSM agreement, and SSMs are responsible for determining the insurance requirements for Service Providers during Integrated Service Delivery period.

## **2.6 Authority Under the Municipal Act**

The City of London is entering into an Agreement with the Province of Ontario under a program (Employment Ontario) established and administered by the Ministry of Labour, Immigration, Training and Skills Development. The Ministry has defined the geographical area of the London Catchment Area which includes the City of London, County of Middlesex, St. Thomas-County of Elgin, and County of Oxford. This direction from the Ministry is relevant to s. 22(1) and s. 22(2) of the *Municipal Act, 2001*.

## **2.7 Term of the Contract**

The term of the contract is three (3) years with an option of an additional two (2) years.

## **2.8 Operational Considerations**

As the SSM, the City will continue to utilize an enterprise-wide approach thus leveraging the City's expertise and experience as Consolidated Municipal Service Manager (CMSM) for Ontario Works, Child Care & Early Years, and Housing Stability Services including adapting current established processes and mechanisms in place to address compliance. The role of SSM will link strongly to economic development, workforce development, life stabilization and community recovery strategies and initiatives.

The City has created a distinct business unit specifically dedicated to its role as SSM, providing focussed efforts on establishing employment service delivery and operations across the London Catchment Area including establishing contracts with a Service Provider network. The unit will be distinct from the Ontario Works unit and report to the Deputy City Manager, Social and Health Development with a direct working relationship and collaboration with the Director of Life Stabilization. This dedicated unit will ensure compliance with responsibilities outlined in the agreement, monitor performance of Service Providers and performance manage Service Providers who aren't meeting targets or contract obligations.

The Ministry is utilizing a client segmentation model of service delivery where a Common Assessment tool is used to assess each client's ability to attain and retain employment. The segmentation is used to inform operational funding and expected client service numbers and to incentivize the achievement of client employment outcomes through performance-based funding.

The Common Assessment will determine which of the following three (3) streams a client is assigned to:

- **Stream A:** Rapid Employment (low risk of long-term unemployment) for clients who may be able to quickly obtain employment with supports.
- **Stream B:** Employability and Employment (medium risk of long-term unemployment) for clients who may need to focus on improving employability in addition to obtaining employment.
- **Stream C:** Employability Focused (high risk of long-term unemployment) for clients who may need to focus primarily on improving employability prior to exploring employment opportunities.

SSMs will be measured against a set of outcomes, Key Performance Indicators (KPI) and evaluation activities established by the Ministry. The Ministry will monitor activity throughout the year to assess progress towards annual performance ratings. The desired outcomes include:

- Clients with complex needs are served (measured by % of clients in Stream A, B, C, and the number of persons who identify as Francophone, Indigenous, youth, newcomers, ODSP client, and/ or person with disabilities)
- Clients progress towards employment
- Employers are connected to workers with the right skills
- Employment and further education
- Increased earnings
- Decreased dependence on income assistance
- Client satisfaction

As part of the competitive process, the Ministry established minimum client volumes for the London Catchment Area as outlined in the CFP and the Agreement. These targets are based on the Ministry’s assessment of the current employment system.

<b>Client Volumes</b>		
	Ministry Minimum	City of London Proposed Targets
Stream A	2,700	2,700
Stream B	3,600	3,708
Stream C	9,350	9,631
<b>Total</b>	<b>15,650</b>	<b>16,039</b>

In assessing the Ministry’s minimum client targets, City staff have identified that most of the Ontario Works clients would be assessed as Stream C clients. Using the City’s experience as the CMSM for Ontario Works and an estimation of the current Employment Ontario service volumes in the London catchment, staff predicted the potential to serve a larger client volume in Streams B and C, noting that clients in Stream A are more difficult to quantify. The proposed targets were set slightly higher than the Ministry’s in order to remain conservative in estimation and yet remain competitive in the City’s bid. The proposed service volumes were determined to be reasonable and readily achievable, given the current understanding of labour market information. Staff will gain further understanding of client volumes during the Planning and Transition periods as the Ministry shares the Service Providers targets, outcomes, and budget allocations.

The Ministry has established an Incentive and Consequence Framework (ICF) which informs the measures the Ministry may use when assessing a SSM’s performance. If performance “exceeds expectations”, there is a potential option for a 2-year contract renewal along with a potential 10% increase in Operational funding. If performance “meets expectations” the contract can be renewed for the 2-year contract renewal with no increase. If performance is “not meeting expectations” the Ministry will work with the City to establish a mitigation plan. Should the results not improve, the contract would not be renewed.

Similar to the City’s role as CMSM for Housing Stability Services, Child Care & Early Years, and Ontario Works, the SSM team will promote high performance and support accountability and contestability within the Service Provider network while upholding service quality standards to active positive client outcomes. In delivery of employment services through Ontario Works, the City of London has often met or exceeded its employment outcome targets with MCCSS.

The Transfer Payment Agreement, **attached** to this report as Schedule 1, outlines the roles and responsibilities, project requirements, reporting obligations and performance commitments.

## **2.9 Security and Technology Considerations**

As the SSM, the City will be responsible for a digital delivery channel solution that may include the following: a case management system, financial reporting system, digital platform for clients to access self-services, and digital communication channels enabling virtual service delivery to clients.

The expertise of a 3<sup>rd</sup> party service provider and the ITS division at the City of London will be utilized to assess any associated risks such as data breaches and cyber attacks and the appropriate measures and processes to be put into place to eliminate or mitigate these risks.

The City has extensive experience working with provincial databases including managing and monitoring systems users so that access is appropriate and authorized. The City's ITS has assisted in establishing appropriate budget amounts for these digital solutions expected to be incurred during the Planning and Transition Periods.

## **2.10 Strategic Considerations**

There is a strong alignment with the Corporate Strategic Plan identified above. The City has developed a reputation with community organizations, of being a leader in providing employment services in its role as CMSM for Ontario Works; it has been the expectation of many Service Providers that the City apply to become the SSM. In the process of preparing its Call for Proposal submission, the City has enlisted and gained the support from Employment Service Providers and municipal social services from across the London Catchment Area. Taking on the role of the SSM would continue to position the City as a leader and a key stakeholder in economic and workforce development strategies across the area, keeping jobs and workforce investments within the region.

In the CFP, the Ministry specifically asked for specialized services above and beyond core employment services for inclusionary groups such as persons with disabilities, and clients who identify as Indigenous, Black, and Racialized, Newcomers, Francophone, and/or Youth. As the SSM, the City will leverage the established and strong relationships with community organizations that support these equity-deserving groups and leverage existing strategies and initiatives. As an example, the City, as SSM, will continue to work with their Anti-Racism Anti-Oppression (ARAO) division to connect to these equity-deserving groups, apply the ARAO framework, and to work with community organizations to ensure Cultural Competency training is developed, delivered, and imbedded in the Service Provider network.

As the SSM, the City will be responsible for delivering employment services across the region. To establish a regional approach, the City proposes a governance model which provides both local and regional perspectives. The model leverages current local workforce development groups which identify local needs, initiatives, and connection to local resources to help address these needs. Membership on these working groups include representation from employers, economic development offices, municipalities (social services), employment and community agencies, workforce planning and development, education and training, settlement services and Literacy & Basic Skills. The governance model includes a central advisory body comprised of members from across the London Catchment Area which will provide a regional perspective and the opportunity to share information, tools, and processes, establish best practices, encourage consistency, provide communication channels, and encourage innovation.

## **2.11 External Factors and Considerations**

Labour market conditions will have a direct impact and influence on achieving successful outcomes and meeting the targets set by the Ministry. The City will work with key stakeholders such as the WPDB and local economic development offices to provide timely labour market information. This data will help provide "on the ground" insights, inform program services, supports and initiatives as well as assess any risks facing program operations and implementation. Using LMI, the SSM will adapt its strategies to address labour market trends and mitigate risk including responding to unanticipated market changes. The City has a unique advantage in that it has been able to bring together the business sector and the community services sector through the London Community Recovery Network (LCRN) in response to unprecedented labour market disruption. As SSM, the City will be able to leverage community relationships and the framework established through LCRN and thus is in a good position to develop mitigation strategies to respond to any unexpected or unpredictable changes to the labour market.

The Ministry has expressed its commitment to a collaborative approach and has established a "Risk Management Framework" where information and insights are gathered and shared between Catchments and SSMs across the province. The Ministry has established a Joint Ministry – SSM Committee which will serve as a forum to raise and propose solutions to strategic policy and implementation challenges in collaboration with SSMs. This group will examine risk, issues management, service planning, collaborative governance approaches and performance management.

As CMSM for Housing Stability Services, Child Care & Early Years, and Ontario Works, the City has had positive experience working collaboratively with other Ministries to address concerns, issues, performance, and funding challenges.

The City will continue to monitor trends and changes in external conditions and develop appropriate strategies to address, eliminate or mitigate risks associated with the labour market.

### 3.0 Financial Impact & Considerations

#### 3.1 Funding

The Employment Ontario program is fully funded by the MLITSD with the following allocations available (refer to Transfer Payment Agreement attached as Schedule 1 to this report):

Planning Period: February to April 2023 (3 months) \$343 K one-time funding

The Planning Period funding will be utilized by the City to establish itself within the catchment area, building its capacity, establishing operations, and developing knowledge of the current local service delivery network. The City has drafted a preliminary budget that utilizes the full amount of the one-time funding.

Transition Period: May 2023-December 2023 (8 months) \$2.06 M one-time funding

The 8-month Transition Period will be for the City to assess the current EO and ODSP-ES Service Provider network and to evaluate the performance and capacity of these networks to deliver employment services. During this period, the City will establish service delivery and operations including processes for both clients and Service Providers. The City has drafted a preliminary budget which fully utilizes all the available funding for this period including completing a Transition Phase Outcome Report (TPO) prior to August 31, 2023, which would provide additional funding of \$125 K.

#### Transitional Funding

The Ministry has made a commitment to the current Service Providers to provide a period of stability during the Transition Period. The City will be responsible for developing Transition Agreements with existing Service Providers during the Planning Period in order for the City to assume responsibility of these contracts which will include the same outcomes, targets and financial allocations the Ministry has outlined in their current agreements with the Service Providers. The Ministry is providing the City with 100% “flow-through funding” to cover the costs of Service Provider agreements for the duration of the Transition Period in the following amounts:

- a) Transitional Operational Funds (May 2023 – Dec 2023) \$14.0 M one-time funding
- b) Transitional Employment-related (May 2023 – Dec 2023) \$ 3.4 M one-time funding

#### Integrated Employment Service Delivery (annually from January 2024 onward)

The Integrated Employment Service Delivery annual funding includes 4 core components:

- a) Operational Funding \$27.2 M annually

Operational funding provides financial stability for the SSM covering direct and subcontracted delivery of employment services including supporting administration and operational costs for service delivery. The initial allocation has been determined by the Ministry. Allocation for the following years will be determined through the Ministry’s annual business planning with the SSM.

- b) Performance Based Funding (Estimated) \$ 8.0 M annually

Performance Based Funding is incentive-based funding linked to 3 Client Streams A, B, C and tied to clients attaining and retaining employment and calculated (per client) as follows:

Client Stream	Employment at 1 month (\$)	Employment at 3 months (\$)	Employment at 6 months (\$)	Employment at 12 months (\$)	Sum of Potential Outcome Payments (\$)
A	0.00	65.00	117.00	162.00	344.00
B	82.00	165.00	330.00	528.00	1,105.00
C	315.00	700.00	990.00	1,225.00	3,230.00

c) Employment Supports for Jobseekers & Employers \$ 4.0 M annually

Employment-Related Financial Supports for Jobseekers and Employers are financial incentives and supports provided to individuals (e.g., transportation, equipment) and employers (e.g., accommodation supports). The purpose of these supports is to remove temporary barriers to participation in employment and training activities, such as, but not limited to, accommodation or transportation needs. These funds are to be used solely for these purposes and are not to be used for operation or administration expenses.

d) Employment Supports: ODSP Clients & Employers \$820 K annually

Within the total allocation of financial supports for jobseekers and employers, the Ministry has established a reserve amount that can only be used to support clients who are ODSP recipients. This reserve may be used for both jobseeker and employer supports. This minimum annual support reserve is calculated in the SSM TPA as \$2,000 per projected number of ODSP clients with a disability to receive Integrated Employment Services by Catchment Area.

### 3.2 Financial Considerations

As noted above, the Integrated Employment Services program is 100% provincially funded by the Ministry of Labour, Immigration, Training and Skills Development (MLITSD); there are no additional municipal funds being requested of the City of London, or any responsibility by the other municipal jurisdictions in the catchment area to provide any portion of the costs of delivering this service.

While funding for the Integrated Employment Services program is provided by the Province, the following financial risks and other financial considerations related to the proposed Transfer Payment Agreement should be noted:

- As discussed above, the funding envelope for this program is limited and these services cover a much larger geographic area than the City of London. Additional provincial funding will not be provided for expenditures in excess of the prescribed funding envelope. Therefore, the expenditures associated with this program will need to be closely monitored and managed to ensure that they remain within the available funding envelope. Appropriate financial monitoring procedures will be put in place to mitigate this risk.
- The TPA indicates that payments from the Province are subject to appropriation from the Ontario Legislature. If this funding is not provided, the Province can terminate the agreement, cancel further instalments of funds, demand repayment of funds previously provided, etc. Also, the TPA only requires the Province to provide 90 days' notice of termination of the agreement. While these are standard clauses in provincial TPAs and the risk of this occurring is low, it does expose the City to financial risk if our financial contracts/obligations (e.g., with Service Providers) do not include the appropriate cancellation mechanisms. Appropriate terms and conditions will be built into agreements with Service Providers to mitigate this risk.
- The TPA provides that the Province may suspend payment of funds if the City is deemed to be non-compliant with other funding agreements with the Province. While this is a standard clause in provincial TPAs and the risk is low as the City prioritizes maintaining compliance with all agreements, this introduces financial risk that the amount of funding may be adjusted/reduced based on factors outside the control of the SSM team.
- The TPA outlines that the Province is not obligated to provide funds until it is "satisfied with the progress of the project" and/or reviews the required reports outlined in section A7.2 of the TPA, which includes reporting requirements that are not fully defined. While this is a standard clause in provincial TPA's, this introduces financial risk that the amount of funding may be adjusted/reduced based on undefined parameters or expectations.

- Similarly, the TPA obligates the City to submit to the Province “any other reports in accordance with any timelines and content requirements the Province may specify from time to time”. While this is a standard clause in provincial TPA’s, it may require the City to prepare reports for which the content and preparation requirements (including time and resources to complete) are unknown at this point.

While the above financial considerations are important to note, appropriate financial controls and safeguards will be put in place to mitigate the risks where possible.

## **Conclusion**

On February 1, 2023, the Corporation of the City of London entered into the Integrated Employment Service Delivery – Ontario Transfer Payment Agreement with the Ministry of Labour, Immigration, Training and Skills Development to become the Service System Manager overseeing employment service delivery across the geographic area of the City of London, County of Middlesex, City of St. Thomas – County of Elgin and County of Oxford. Approval of the by-law to delegate various administrative actions in relation to this project will allow the City of London to fulfil its service system management roles and responsibilities as outlined in the agreement.

**Prepared by:** Jack Smit, Manager  
Employment Strategies, Social and Health Development

**Submitted by:** Shirley Glover  
Director, Life Stabilization, Social and Health Development

**Recommended by:** Kevin Dickins  
Deputy City Manager, Social and Health Development

Bill No. [no. inserted by Clerk's Office]  
2023

By-law No. [inserted by Clerk's]

A by-law to delegate certain powers of the  
Service System Manager under the Ontario  
Transfer Payment Agreement – Integrated  
Employment Services

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: (i) economic, social, and environmental well-being of the municipality; and ii) health, safety and well-being of persons;

AND WHEREAS subsections 22(1) of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS subsection 22(2) of the *Municipal Act, 2001* provides that the municipality may provide the system outside its boundaries in accordance with the agreement;

AND WHEREAS subsequent to the passing of By-law No. A.-8323-29 the City and the Province of Ontario have entered into an Ontario Transfer Payment Agreement for the purposes of funding Integrated Employment Services Delivery;

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

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

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

**Amending Agreements and Other Agreements – Approve**

1. (a) The City Manager and the Deputy City Manager, Social and Health Development are severally delegated the authority to approve:
  - (i) amending agreements to the Ontario Transfer Payment Agreement – Integrated Employment Services effective as of February 1, 2023 (the “Agreement”);
  - (ii) further agreements with the Province that relate to the Agreement and to Integrated Employment Services; and
  - (iii) agreements with existing and new Employment Ontario and Ontario Disability



Support Program Service Providers, and other service providers, that relate to the Agreement and to the Integrated Employment Services;

on the condition that they are consistent with the requirements contained in the Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the City Treasurer or a written designate of the City Treasurer.

#### **Mayor and Clerk – Power to Execute**

(b) The Mayor and Clerk are authorized to execute agreements approved under subsection 1(a) of this by-law.

#### **Other Documents (not Agreements)**

2. (a) The Deputy City Manager, Social and Health Development, or their written designates, are severally delegated the authority to approve such further and other documents (not Agreements) that do not fall under section 1 above, that may be required in furtherance of The Corporation of the City of London's obligations as Service System Manager (SSM), on the condition that they are consistent with the requirements contained in the Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the City Treasurer.

(b) The City Manager and Deputy City Manager, Social and Health Development, or their written designates, are severally authorized to execute the documents approved under subsection 2 (a) of this by-law.

#### **Oversee Design, Planning and Delivery of Employment Services as SSM**

3. The Deputy City Manager, Social and Health Development, or their written designates, are delegated the authority to oversee the design, planning and delivery of Integrated Employment Services as Service System Manager, including but not limited to the ability to:

(a) carry out the requirements of the Agreement in accordance with the Ministry of Labour, Immigration, Training and Skills Development (MLITSD) requirements and relevant legislation and regulatory requirements;

(b) engage with community partners, Indigenous partners, service delivery organizations, employers and other stakeholders;

(c) oversee the day-to-day operations of the Integrated Employment Services Delivery system, including monitoring and addressing Service Providers' performance and adherence to Service System Manager – Service Provider agreements; and

(d) undertake all the activities in the Agreement, including reporting requirements;

on the condition that they are consistent with the requirements contained in the Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

#### **Transfer Payment Agreement - Integrated Employment Services – Ratified**

4. The Transfer Payment Agreement – Integrated Employment Services between the City and the Province (Minister of Labour, Immigration, Training and Skills Development), effective as of February 1, 2023, and executed by the Deputy City Manager, Social and Health Development, is ratified.

Appendix A

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 4, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**ONTARIO TRANSFER PAYMENT AGREEMENT  
Integrated Employment Services**

**THE AGREEMENT** is effective as of February 1, 2023

**B E T W E E N :**

**His Majesty the King in right of Ontario  
as represented by the Minister of Labour, Immigration,  
Training and Skills Development**

(the “Province”)

- and -

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

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information
- Schedule “C” - Project
- Schedule “C1” - Additional Project Requirements
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports
- Schedule “G” - Performance Commitments
- Schedule “H” - Audit and Accountability Requirements

1.2 **Entire Agreement.** The Agreement, along with any responses submitted in the Call for Proposal Response, 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 in any provisions of the Agreement:

- a. the main body of the Agreement shall govern over the Schedules to the Agreement;
- b. Schedule "A" shall govern over all other schedules;
- c. Schedule "C" shall govern over Schedule "C1"; and
- d. Schedule "C1" shall govern over the Call for Proposal Response.

## **3.0 COUNTERPARTS**

3.1 **One and the Same Agreement.** 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 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** 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), the *Auditor General Act* (Ontario), and the *Ombudsman Act, 1990* (Ontario);
- b. His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- c. the Funds are:
  - i. to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- ii. funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- d. the Province is not responsible for carrying out the Project;
- e. the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- f. pursuant to the *Financial Administration Act* (Ontario), any payment of Funds is subject to an appropriation from the Ontario Legislature; if the Province does not receive the necessary appropriation, the Province is not obligated to make any such payment and the Province:
  - i. will terminate the Agreement immediately without liability, penalty, or costs, by giving Notice to the Recipient;
  - ii. will cancel further instalments of Funds;
  - iii. will demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
  - iv. may determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 5.1(f)(iii).

**- SIGNATURE PAGE FOLLOWS -**

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Minister of Labour,  
Immigration, Training and Skills Development**

February 6, 2023

Date



\_\_\_\_\_  
Name: Hon. Monte McNaughton

Title: Minister of Labour, Immigration, Training and  
Skills Development

**The Corporation of the City of London**

January 30, 2023

Date



\_\_\_\_\_  
Name: Kevin Dickins

Title: Deputy City Manager

I have authority to bind the Recipient.

**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

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**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:

**“Accessible”** means compliant with the *Accessibility for Ontarians with Disabilities Act, 2005* and regulations to ensure that a product or service can be easily reached or obtained; a facility that can be easily entered; information that can be easily accessed; posing no obstacles to People with Disabilities.

**“Accessibility”** means a general term which is used to describe the degree of ease that something (for example, device, service, and environment) can be used and enjoyed by People with Disabilities. The term implies conscious planning, design, or effort to ensure it is barrier-free to People with Disabilities, and by extension, usable and practical for the general population as well.

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

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

**“Applicable Law”** means all applicable laws, including any statute, regulation or by-law, directive, rule, requirement, policy having the force of law, order, judgment, injunction, award, or decree of any governmental authority which is binding on the Parties and in effect from time to time, including all applicable

municipal, provincial, and federal laws and regulations. For greater certainty, Applicable Law includes FIPPA.

**“Anti-racism Training”** means training which will include an understanding of their roles/responsibilities and key strategies to advancing racial equity, diversity and inclusion.

**“Black People”** means people of African descent for whom factors of discrimination, language barriers, historical trauma and colonization have had an unequal cumulative effect in ways that matter to economic, political, and social life.

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

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

**“Call for Proposal Response”** means the Recipient’s response to the Province’s 2021 Service System Managers Employment Services Transformation Call for Proposal Tender # 15434.

**“Case-Managed”** means providing Clients with more intensive employment activities and services, including one-on-one assistance with an employment caseworker and the development of an individualized Employment Action Plan and services to meet their employment goals.

**“Case Management”** means a collaborative and Client-centred process supporting timely access to the right services and supports to help a Client achieve their employment goals. It may include identifying further needs and supporting access to health, social and other community-based services that may affect a Client’s readiness for employment and participation in Integrated Employment Services, such as referral to income support, childcare, transportation, housing, and health care. The intensity and duration of Case Management will vary depending on individual Client needs.

**“Catchment Area”** means the geographic location where Project activities will be delivered as set out in Schedule “G”.

**“Client”** means an individual accessing Integrated Employment Services through EO Case-Managed or Self-Directed services.

**“Client Segmentation”** means the model that assesses each Client’s relative disadvantage in the labour market, assigning a stream based on each Client’s unique characteristics.



- a. Stream A: Rapid Employment (low risk of long-term unemployment) for Clients who may be able to quickly obtain employment with supports.
- b. Stream B: Employability and Employment (medium risk of long-term unemployment) for Clients who may need to focus on improving employability in addition to obtaining employment.
- c. Stream C: Employability Focused (high risk of long-term unemployment) for Clients who may need to focus primarily on improving employability prior to exploring employment opportunities.

**“Client Served”** means the completion of pre-employment activities mutually agreed to by the Service Provider and Client in the Employment Action Plan that will lead to employment.

**“Client Volume”** means the total number of Case-Managed Clients in streams A, B, or C, who will go through the Common Assessment Tool and have an Employment Action Plan in a given fiscal year from April 1 to March 31.

**“CMSM”** means Consolidated Municipal Service Manager. CMSM is an organization responsible for an integrated system of social and community health services for delivery of OW, Child Care and Social Housing within specified regions in Ontario. Some CMSMs are also responsible for other services such as land ambulance services and public health.

**“Common Assessment”** or **“Common Assessment Tool”** means the digital intake tool and approach used by both the Integrated Employment Services and Social Assistance systems to support caseworker identification of Client strengths, barriers to employment and support needs. This tool is used to assess individual’s service needs and support appropriate referrals/sequencing of services through service planning. Common Assessment responses may be used to identify support needs issues that need to be addressed prior to starting Integrated Employment Services or support Life Stabilization with Integrated Employment Services provision. The Common Assessment questions are organized into two modules based on question theme and alignment to Social Assistance and Integrated Employment Services system accountabilities.

**“Consortium”** means a group of two or more organizations that have entered into a written agreement to jointly become an SSM.

**“Designated Areas”** means the areas listed in the Schedule of the *French Language Services Act, R.S.O. 1990, c. F.32*.

**“DSSAB”** means District Social Services Administration Board. DSSABs are special agencies created by the province and given the funding and

administrative responsibilities of a service manager. DSSABs were created in the north where there is no existing municipal government with the legal jurisdiction to act as a service manager.

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

**“EI”** means Employment Insurance.

**“Employment Action Plan”** means the service plan developed for Case-Managed Clients which captures their employment goals, activities, implicated parties, sequence of services, coordination of Integrated Employment Services with support needs and other wraparound supports (for Clients who directly enter EO), Client progress and employment outcomes (recognizing that these may vary and evolve depending on individual circumstances).

**“Employment Services”** or **“ES”** means services to help job seekers obtain and retain employment.

**“Employment Services Transformation”** or **“EST”** means the overarching initiative to shift Ontario’s complex Employment Services into one Integrated Employment Services system managed by SSMs.

**“EO”** means Employment Ontario.

**“EOPG”** means the [Employment Ontario Partners' Gateway](#), a provincially maintained website which provides support to Service Providers delivering EO programs and services as part of the EO network.

**“EO Programs”** means the Employment Services, OEAS, SE and YJC/YJCS programs to continue to be delivered by Service Providers during the Transition Period.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“FEATS”** means [Find Employment and Training Services](#).

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31*, as amended.

**“Francophones”** means those people whose native tongue is French, plus those whose native tongue is neither French nor English, but who have a particular knowledge of French as an Official Language and use French at home, including many recent immigrants to Ontario.

**“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 or the Expiry Date, whichever is first.

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

**“Indemnified Parties”** means His Majesty the King in right of Ontario, His ministers, agents, appointees, employees, and authorized subcontractors.

**“Indigenous”** means First Nation, Inuit and Métis groups and replaces the collective term “Aboriginal” except in legal or official contexts. “Aboriginal” is used in the Canadian Constitution (the *Constitution Act, 1982*) to refer to certain constitutionally protected rights and the people who hold those rights. The Constitution recognizes three groups of Aboriginal peoples – First Nation, Inuit and Métis. These are three separate peoples with unique heritages, languages, cultural practices, and spiritual beliefs.

**“Indigenous Cultural Competency”** means shifting focus from the differences of Indigenous peoples, to how histories and experiences have impacted the health and wellness, self-esteem, and socio-economic wellbeing of Indigenous peoples. It includes one’s ability, through developed skills, knowledge, and attitudes, to improve relationships with Indigenous peoples and foster a safe and inclusive spaces.

Indigenous Cultural Competency training modules should be relevant to an Ontario context that reflects the experiences of Indigenous peoples in Ontario and includes gender-specific considerations.

**“Integrated Case Management”** or **“Integrated Case Management System”** means the approach used by Social Assistance delivery partners, SSMs and Service Providers to track and report on the services being offered to individual Social Assistance Clients and the outcomes of those services. It allows for a collaborative process across both Social Assistance and Employment Service systems and is intended to facilitate information sharing between the two systems. It includes the integration of key details from the Social Assistance and Integrated Employment Service systems that are relevant to service planning, including Life Stabilization and Employment Service planning, including sharing appropriate Client information such as: Client profiles, referrals, tracking, and activities to allow caseworkers in both systems to effectively support and manage Client activity.

**“Integrated Employment Services”** or **“IES”** means the new model of Employment Services delivery that integrates employment programs for OW and ODSP-ES into EO to create one employment system.

**“Integrated ES Delivery Period”** means the period from January 1, 2024, to the Expiry Date of the Agreement. This is the implementation phase after the Transition Period when full implementation has occurred. This is the final step of integrating Employment Services from OW. During this phase, SSMS have full responsibility of the model, Performance-Based Funding begins, the use of Common Assessment Tool is mandatory and SSMS can make changes to the third-party Service Provider network.

**“Key Performance Indicators”** means a quantifiable measure used to evaluate the success of an initiative in meeting objectives for performance and are set out in Schedule G.

**“Labour Market Transfer Agreements”** or **“LMTA”** means the Labour Market Development Agreement (LMDA) and the Workforce Development Agreement (WDA), between the Government of Canada and Ontario, which provides funding for Ontario’s employment and training programs.

**“Lead Organization”** means the organization within a Consortium that has entered into the Agreement with the Province. The Lead Organization is responsible for ensuring that the requirements of the Agreement are met, including performance, distributing funding, data sharing and continuity of service delivery.

**“Life Stabilization”** means supports for individuals in addressing personal, systemic and/or environmental barriers (e.g., addictions, chronic disease, homelessness) to support an individual in reaching and maintaining a level of stability that allows them to be involved in their community, increases their independence and makes it possible to participate in Employment Services. Life Stabilization focuses on moving individuals towards greater self-sufficiency and employment by addressing preparatory and/or urgent needs through referral supports to health, legal, crisis response, social supports, family support and other human services. These services and supports could precede, preclude or be provided concurrently with employment and training activities, depending on an individual’s circumstances and capacities. Life Stabilization services (or referrals to such services) are to be made available to all Integrated Employment Services Clients, if and when needed.

The Recipient will endeavour to secure appropriate services for Clients, if and when needed. This may include working with other orders of government through Client referrals, where necessary and where services are available. The Recipient is expected to work with the Province to identify instances where services provided by other government and community entities may not be possible, preventing them from meeting their referral obligations, as directed in

the Agreement, for additional details see Schedule “C”, section 8.0 Service Coordination.

“**Loss**” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

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

“**MCCSS**” means Ministry of Children, Community and Social Services.

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* which is the local government equivalent of FIPPA and covers municipal institutions such as municipalities, cities, towns, school boards, police services and many other local government entities.

“**MLITSD**” means Ministry of Labour, Immigration, Training and Skills Development.

“**Newcomer**” means a Client who has been residing in Canada for less than five years.

“**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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“**ODSP**” means Ontario Disability Support Program.

“**ODSP-ES**” means ODSP-Employment Supports.

“**OEAS**” means Ontario Employment Assistance Services

“**Operational and Financial Supports**” means the Operational Funds, Employment-Related Financial Supports for Job Seekers and Employers, and Financial Supports – ODSP Client Reserve, as set out in Schedule “H”.

“**OW**” means Ontario Works.

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

“**Partner Organization**” means an organization who forms part of a Consortium service delivery structure through an agreement with the Lead Organization.

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

**“People with Disabilities”** means people who have a wide range of abilities, skills and experience with varying needs that can be served through “mainstream” Employment Services as well as Specialized Services. People with Disabilities, as defined under the *Ontario Human Right’s Code*, represent a qualified and underused talent pool that can help businesses address talent needs as well as anticipated labour and skills shortages.

**“Person”** if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

**“Planning Period”** means the period from the Effective Date of the Agreement, up to April 30, 2023. The Planning Period is intended to allow time for SSMs to begin planning for transition and to establish operations within the Catchment Area.

**“Privacy Laws”** means all federal, provincial, state, municipal or other applicable statute, law or regulation of any governmental authority in any jurisdiction governing the handling of information about an identifiable individual, including the *Personal Information and Protection of Electronic Documents Act (Canada)* and FIPPA.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Products”** means the work created or developed with the Funds.

**“Project”** means the undertaking described in Schedule “C” and Schedule “C1”.

**“Racialized People”** means a stand in for “visible minority,” this more fluid term acknowledges that race is a social construction that can change over time and place. It can be applied to people who have racial meanings attributed to them as a group in ways that negatively impact their social, political, and economic life, e.g., Black, Asian, Muslim and Roma.

**“RASP”** means [Request a Service Provider](#).

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

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

**“SE”** means Supported Employment.

**“Self-Directed”** means services for individuals who are able/want to conduct independent job search and Employment Services.

**“Service Level Determination”** means reviewing common Client indicators to identify whether a Client will be Self-Directed or Case-Managed.

**“Service Provider”** means a third-party organization that has a funding arrangement to deliver one or more employment and training supports or services in the Catchment Area through a subcontract with the Recipient.

**“Service System Manager”** or **“SSM”** means the Recipient that either delivers or creates funding arrangements with Service Providers and organizations to do local service planning, designing, coordination and delivery of employment services and programs.

**“Social Assistance”** means the provision of assistance to people in financial need. Social Assistance can include financial support related to basic needs, shelter, health and other benefits, and employment assistance. In Ontario, Social Assistance is provided through two programs: OW and ODSP.

**“Social Assistance Clients”** means both OW and/or ODSP recipients and their family members.

**“Specialized Populations”** means Indigenous peoples, Francophones, People with Disabilities, ODSP recipients, Youth with Higher Support Needs, Newcomers, or Black and Racialized People.

**“Specialized Services”** means services above and beyond core Employment Services for inclusion groups designated by the Province. These services may require additional and / or specific competencies and capacity with respect to serving Clients with high, unique, or complex Employment Service needs, including specialized knowledge of cultural appropriateness. It may require additional service capacity for assistance with core services such as job search and job matching support and interdisciplinary / multi-sectoral interventions (e.g., Integrated Case Management) or expertise.

**“Specialized Services for People with Disabilities”** means Specialized Services designed for individuals who have unique or complex employment needs as a result of a disability.

**“Status Quo Clients”** means legacy program (i.e., EO Programs or ODSP-ES) Clients who have active service plans in the Catchment Area during the Transition Period and continue to remain active during the Integrated ES Delivery Period. Clients who exit their legacy service plan prior to the Integrated ES Delivery Period are not considered Status Quo Clients.

**“Term”** has the meaning given to it in section A3.1.

**“Transition Agreement”** means the agreements between the Recipient and EO Program or ODSP-ES Service Providers in the Catchment Area during the Transition Period.

**“Transition Period”** means the period from May 1, 2023 to December 31, 2023. Transition Period refers to the period during which the SSM will assume responsibility for management of EO Program and ODSP-ES Service Providers within the Catchment Area but will be unable to make any changes to the funding or activity of these Service Providers.

**“Transition Period Program Schedules”** means the EO Program and ODSP-ES program schedules that the Province has shared with the Recipient to support its development of Transition Agreements, and which cannot be altered.

**“TRF”** means the Targeting, Referrals and Feedback system designed to help EI applicants get back to work as quickly as possible. The system proactively identifies and targets EI applicants to direct them to relevant job opportunities and Employment Services.

**“YJC/YJCS”** means Youth Job Connection / Youth Job Connection: Summer.

**“Youth”** means a person who is between the ages of 15 and 29.

**“Youth with Higher Support Needs”** means a person who is between the ages of 15 and 29, has been segmented into Stream B or C by the Common Assessment Tool, and meets the requirements for Client Served.

## **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 Project;
- c. it is in compliance with, and will continue to comply with all Applicable Laws including Privacy Laws, related to any aspect of the Project, the Funds, or both;
- d. there is no outstanding litigation, arbitration or other dispute to which the Recipient is a party which, if decided unfavourably to the Recipient, may have a material adverse effect on the ability of the Recipient to comply



with its obligations under this Agreement;

- e. the Recipient has no knowledge of any material fact or matter not disclosed to the Province by the Recipient which, if known by the Province, might reasonably be expected to deter the Province from entering into this Agreement or that might materially adversely affect the ability of the Recipient to perform its obligations under this Agreement;
- f. 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;
- g. it has provided, and will continue to provide for the Term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement;
- h. it has taken, and will continue to take for the Term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms and conditions that will enable the Recipient to minimize their cancellation costs in the event of the expiry or termination of the Agreement;
- i. it has a privacy policy that is consistent with the Canadian Standards Association Code for the Protection of personal information and the Recipient's privacy policy is publicly available, for greater clarity recipients who are municipalities are considered an exception and are subject to section A2.1(u);
- j. it has in place the necessary infrastructure and experienced employees to ensure compliance with the Recipient's privacy policy;
- k. it will provide notice of collection to the applicable Persons and Clients, if required, and obtain and retain any consents that may be necessary to deliver the Project and meet its obligations under the Agreement;
- l. on behalf of the Province, it will provide each Client with the Notice of Collection of personal information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the Province for this Project and retain the signed forms as mandated by the Province for this Project for a period of seven (7) years and make it available to the Province, upon request;

- m. it will ensure that only authorized users have access to the provincial systems and that the authorized users abide by the Terms and Conditions related to those systems and the representations made by the Recipient on their respective registration forms;
- n. it will ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Project or to comply with the obligations under the Agreement;
- o. it will ensure that electronic records containing personal information that are no longer needed to deliver the Project or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- p. it will notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;
- q. it will cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement;
- r. it will not perform or fail to perform any action which could reasonably be expected to bring the Province into material disrepute in carrying out the Project;
- s. it will ensure all Clients contact conducted on behalf of the Recipient or Service Provider in carrying out the Project will be by individuals located within Canada;
- t. it will ensure that all Client data related to carrying out the Project will be stored inside Canada residing in Canadian data centres with established ISO/IEC security standards meeting [GO-ITS 25.0 General Security Requirements](#); and
- u. for Recipients that are municipalities:
  - i. it will ensure that access to records that are in the custody and/or control of the municipality pursuant to this agreement complies with the requirements of the O. Regulation 823 made under the MFIPPA;
  - ii. it will ensure that reasonable measures are in place to prevent unauthorized access to records that are in the custody and/or control of the municipality as required by O. Regulation 823; and
  - iii. it will ensure that the collection, use and disclosure of personal information complies with MFIPPA.

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

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

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

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to enable the Recipient's ongoing effective functioning;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to complete the Project successfully;
- f. procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner including a plan for the continuity of operations for events that could impact the Recipient's ability to carry out the Project;
- g. procedures to ensure the Recipient is able to comply with its respective obligations under Applicable Law, including for greater certainty Privacy Laws and any policies and procedures established by the Province or the Recipient with respect to the security of personal information of Clients;
- h. procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0;
- i. 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;
- j. procedures to ensure the Recipient is able to comply with its respective obligations under Applicable Law, including for greater certainty Privacy Laws, and comply with any policies and procedures established by the Province or the Recipient with respect to the security of personal information of Clients; and

- k. procedures to respond to and recover from instances of wrongdoing both within the Recipient's organization or with third parties including subcontractors, consortia members, employers, training providers, or clients, and if requested, submit a plan to address the wrongdoing to the Province.

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 **Managing Disputes.** The Recipient acknowledges that it has the sole responsibility for resolving any disputes that may arise between or among individuals in the Recipient's organization, the Consortium to which the Recipient is a member, or any Service Provider the Recipient has contracted with for the purposes of the Project, and that the Province has no responsibility in this regard.

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

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to section 5.1(f), Article A11.0, or Article A12.0.

A3.2 **Agreement Future.** The Parties agree to meet, beginning no later than 90 days prior to the Expiry Date to discuss options relating to the viability of the Project, the Recipient's ability to continue to carry out a similar project, extending, amending or replacing the Agreement, which may include, among other things, amendments to the Agreement and/or Catchment Areas.

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

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

- a. provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- c. deposit the Funds into an account the Recipient designates 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 required pursuant to section A10.4;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- c. the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- a. carry out the Project in accordance with the Agreement;
- b. use the Operational and Financial Supports Funds only for the purpose of carrying out the Project;
- c. spend the Operational and Financial Supports Funds only in accordance with the Budget;
- d. meet the performance objectives set out in Schedule G;
- e. not use the Operational and Financial Supports Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario. For greater certainty, the third parties include the Government of Canada.

**A4.4 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **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.

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

**A6.1 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, including a former employee or former contractor of the Government of Ontario, who has the capacity to influence the Recipient's decisions,

has or had outside commitments, relationships, financial interests, confidential knowledge or previously provided consulting services to the Province related to EST, that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- a. the Recipient:
  - i. provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - ii. requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- b. the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

- c. the Recipient complies with any terms and conditions the Province may prescribe in its consent.

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

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address set out in Schedule “B”:
  - i. all Reports in accordance with the timelines and content requirements set out in Schedule “F” and Schedule “G”;
  - ii. any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- b. ensure that all Reports and other reports are
  - i. completed to the satisfaction of the Province; and
  - ii. signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- a. all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- b. all non-financial records and documents relating to the Funds or otherwise to the Project, including the performance management goals provided in Schedule “G”.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient

regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- a. the truth of any of the Recipient's representations and warranties;
- b. the progress of the Project;
- c. the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- a. inspect and copy any records and documents referred to in section A7.3;
- b. remove any copies the Province makes pursuant to section A7.5(a)

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- a. ensuring that the Province has access to the records and documents wherever they are located, including records and documents in the possession of a Service Provider;
- b. assisting the Province to copy records and documents;
- c. providing to the Province, in the form the Province specifies, any information the Province identifies; and
- d. carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

**A7.8 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).

**A7.9 Records Transfer.** At any time during the Term or after the expiry of the Agreement or the termination of the Agreement pursuant to section 5.1f, Article A11.0 or Article A12.0, upon the request of the Province the Recipient will transfer any records referred to in section A7.3 to any Person identified by the



Province in order to facilitate the continuation or completion of the Project, or a similar project, including the continuation or completion of services to Clients.

#### **A7.10 Collection and Review of Service Provider Records.**

The Recipient will:

- a. ensure that the Recipient has unobstructed access to, and the right to copy and retain copies of all records relevant to the delivery of the Project by Service Providers at all times;
- b. upon the Province's request, obtain any relevant records from Service Providers or to respond to the Province's requests for further information to be obtained from Service Providers and provide such records to the Province within the timeframe indicated in the Province's request;
- c. in the event the Recipient initiates a review, inspection or audit of a Service Provider's records with whom the Recipient has contracted with for the delivery of the Project, the Recipient shall provide Notice to the Province and, upon the Province's request, designate the Province as a Person permitted to participate in any review, inspection or audit of the applicable Service Provider; and
- d. in the event the Province requests the Recipient to undertake a review, inspection and/or audit of the records of a Service Provider with whom the Recipient has contracted with for the delivery of the Project, the Recipient will designate the Province as a Person permitted to participate in any review, inspection or audit of the applicable Service Provider.

### **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- a. acknowledge the support of the Province for the Project;
- b. ensure that any acknowledgement is in a form and manner as the Province directs;
- c. indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province, and will include a statement that "The Government of Ontario and its agencies are in no way bound by any recommendations contained in this document;" and

- d. provide the Province with an opportunity to review materials prior to publication.

**A8.2 Visual Identity and Communications.** The Recipient will comply with the Visual Identity and Communication Guidelines for Employment Ontario Service System Managers, available on the EOPG, as amended from time to time at the sole discretion of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

### **A10.1 Insurance.**

- a. The Recipient, represents and warrants that it has and will maintain for the term of the Agreement, at its own expense, with insurers having a secure A.M. Best rating of B+ or greater, or equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain including the following:
  - i. **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 five million Canadian dollars (C\$5,000,000) per occurrence. The policy will include the following:
    - 1. His Majesty the King in right of Ontario, his ministers, agents, appointees, employees and subcontractors as an additional insureds with respect to liability arising in the course of performance of the Participant's obligations under, or otherwise in connection with, the Agreement;
    - 2. a cross-liability clause;
    - 3. contractual liability coverage;
    - 4. products and completed operations coverage; and
    - 5. endeavour to provide 30-day written notice of cancellation or termination.
  - ii. **Errors and Omissions Liability Insurance**, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Agreement, in the amount of five million Canadian dollars (C\$5,000,000), per claim and in the annual aggregate.

- b. The Recipient, represents and warrants that it has and will have for the term of the Agreement adequate financial resources to honour the indemnities set out in section A9.0 in the event of a failure to protect Confidential Information, which results in an identity theft or other wrongful emulation of the identity of an individual or corporation, failure or violation of the security of a computer system including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code.
  - i. Upon request by the Ministry the Recipient will provide the Ministry with proof of the adequacy of their financial resources to honour the indemnities set out in section A9.0 in the form of:
    1. **Security and Privacy Liability Insurance** in the amount of not less than two million Canadian dollars (C\$2,000,000) per claim and in the annual aggregate;
    2. Audited financial statements of the Recipient that, in the sole discretion of the Ministry proves that the Recipient has adequate financial resources for the purposes of this Section; or
    3. Audited financial statements of the Recipient and proof of insurance that, in the sole discretion of the Ministry together proves that the Recipient has adequate financial resources for the purposes of this Section.
  - ii. If, upon reviewing the Recipient's audited financial statements provided under this Section, the Ministry determines that the Recipient does not have adequate financial resources to honour the indemnities, the Ministry may immediately terminate the Agreement without cause and without penalty, by providing Notice to the Recipient.
- c. Upon request by the Ministry the Recipient will provide the Ministry with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage.
- d. The Recipient will provide the Ministry with at least thirty (30) calendar days' advance Notice of any policy cancellation. In no case will the Recipient materially alter, cancel or allow a lapse in any insurance during the term of the Agreement.
- e. The foregoing insurance provisions will not limit the amount or type of insurance otherwise required by law. It remains the sole responsibility the Recipient to determine the nature and extent of additional insurance

coverage, if any, that is necessary or advisable for its own protection and to fulfill its obligations under the Agreement.

- f. The obligations contained in this section will survive the termination or expiry of the Agreement.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 90 days' Notice to the Recipient.

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

- a. cancel further instalments of Funds;
- b. demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine, in its sole discretion, the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - i. permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - ii. subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A11.3 Recipient's Obligations in Relation to Termination under Article A11.0.** In the event of Notice of termination under Article A11.0:

- a. the Recipient shall:
  - i. continue to carry out the Project and comply with all provisions of this Agreement up to the effective date of termination as specified in the Notice provided to the Recipient, as applicable;
  - ii. upon the Province's request, notify Service Providers and Clients that the Project will no longer be provided by the Recipient; and
- b. the Province will continue to provide Funds to the Recipient for the Project up until the date of termination provided the Recipient is in compliance with this Agreement during the Notice Period.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - i. carry out the Project;
  - ii. use or spend Funds according to the approved budget as set out in Schedule “D”;
  - iii. provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to subsection A7.2(a)(ii);
  - iv. maintain Records, and comply with its obligations in relation to record maintenance, review, audit and/or inspection of records in accordance with Article A7.0;
  - v. enter into agreements with Service Providers in accordance with Article A21.0;
  - vi. respond to allegations of fraud or wrongdoing to the satisfaction of the Province;
  - vii. meet the performance commitments as set out in Schedule “G”;
- b. the Recipient’s operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds, including a material change to the organizational structure of the Consortium;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- d. the Recipient ceases to operate or notifies the Province of its intention to cease, carrying on business as presently carried on by it, or any steps are taken to dissolve the Recipient.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel 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;
- i. demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- j. upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(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.

**A12.4 Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Operational and Financial Supports Funds allocated for that 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;
- b. adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Operational and Financial Supports Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Operational and Financial Supports 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 Operational and Financial Supports Funds from any further instalments of Funds; or

- b. demand that the Recipient pay to the Province an amount equal to the excess Operational and Financial Supports Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands from the Recipient the payment of any Operational and Financial Supports Funds, an amount equal to any Operational and Financial Supports Funds or any other amounts owing under the Agreement; or
- b. the Recipient owes to the Province any Operational and Financial Supports Funds, an amount equal to any Operational and Financial Supports Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **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 at the address set out in Schedule “B”.

A15.5 **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, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- a. in writing;
- b. delivered by email, postage-prepaid mail, personal delivery or courier; and



- c. addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- b. in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- a. it will do so by Notice;
- b. it may attach any terms and conditions to the consent; and
- c. the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **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.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- a. be valid only if the Party that consents to the waiver provides the consent by Notice; and
- b. apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **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.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS AND CONTRACTING WITH SERVICE PROVIDERS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- a. the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- b. the successors to His Majesty the King in right of Ontario.

A21.3 **Service Providers.** The Province acknowledges that the Recipient will enter into agreements with Service Providers for the delivery of some or all of the Project to ensure delivery of Employment Services in accordance with all Applicable Laws and the obligations set out in the Agreement. The Recipient may directly deliver services in its Catchment Area but would need to ensure there remains a healthy and contestable service delivery network.

- a. The Recipient will ensure that any agreement between the Recipient and a Service Provider related to the Project will:
  - i. include such provisions as are necessary to enable the Recipient to comply with all of the terms and conditions of the Agreement with respect to the Project for which the Service Provider is to be responsible in the same manner as if the Project were provided

by the Recipient;

- ii. be drafted in accordance with all Applicable Laws, Privacy Laws and the obligations of the Recipient in the Agreement;
- iii. include provisions requiring the Service Provider:
  1. to keep and maintain for a period of seven (7) years from their creation all financial records and non-financial records relating to any monies the Recipient provides the Service Provider related to the Project;
  2. to allow the Recipient or any Person the Recipient designates:
    - a. upon twenty-four hours' Notice to the Service Provider and during normal business hours, to enter upon the Service Provider's premises to conduct an audit or investigation of the Service Provider regarding the Service Provider's compliance with the agreement between the Recipient and the Service Provider;
    - b. inspect and copy and remove any copies of any records and documents the Recipient or any Person it designates, reviews;
  3. to the extent possible, assignment rights to the Province or any third party designated by the Province upon the termination or expiry of this Agreement in accordance with its terms, without any further consent from the Service Provider or any additional, accelerated or other similar payments having to be made;
  4. to acknowledge that the Recipient may be subject to disclosure in accordance with FIPPA, or for municipalities, MFIPPA;
  5. to develop procedures for responding to wrongdoing;
  6. to have a conflict of interest policy in place;
  7. to adhere to communication requirements, including:
    - a. a requirement to acknowledge that the project is supported by the Province;

- b. a publication requirement that includes the statement: “The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document.”
    - c. a requirement for Service Providers delivering EO Programs to comply with the Visual Identity and Communication Guidelines for EO SSMS;
  - 8. to outline obligations in relation to termination, e.g., continuation of service delivery until the effective date of the termination, implementation of wind-down procedures, etc.;
  - 9. to be prohibited from assigning the agreement without the consent of the Recipient; and
  - 10. to give the right for the Recipient to provide the agreement between the Recipient and Service Provider to the Province, which shall not be considered a breach of any confidentiality provisions of the relevant agreement.
- iv. for the Transition Period only:
  - 1. include a provision to maintain insurance for the term of the agreement, including 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:
    - a. two million dollars (\$2,000,000) in agreements for the delivery of EO Programs;
    - b. one million dollars (\$1,000,000) in agreements for the delivery of ODSP-ES; and
  - 2. include a minimum termination notice period of 90 days, acknowledging that agreements can not be terminated by the Recipient prior to the end of the Transition Period except in the case of Event of Default;
  - 3. specify that the Expiry Date of the agreements between the Recipient and Service Providers will be no sooner than the end of the Transition Period;

4. include Project, Budget and Performance Commitment information, using the Transition Period Program Schedules;
  5. ensure that no provisions are included that could result in direct and additional cost implications to Service Providers; and
  6. include an Event of Default provision that aligns with section A12.1 of this Agreement.
- b. In addition, during the Transition Period and the Integrated ES Delivery Period, the Recipient will:
- i. develop clear, fair and transparent practices to support the management of Service Provider agreements and the maintenance of robust and healthy network of Service Providers including:
    1. maintaining the overall health and capacity of their service delivery footprint, particularly as it relates to serving Specialized Populations;
    2. recognizing and respecting the importance of Service Providers within the EO system and their expertise in delivering services;
    3. ensuring decisions are evidence-based and communicated in a manner which is fair, transparent, timely and clear;
    4. ensuring Service Providers have sufficient financial resources to support service delivery and maintain organizational capacity;
    5. supporting continuous improvement in service delivery at both the Recipient and Service Provider level through regular communications and feedback;
    6. maintaining contestability with a fair and open process for new and existing organizations to participate in the service delivery network in the Catchment Area;
  - ii. develop an approach to managing the third-party Service Provider network that:
    1. ensures a competitive and contestable Service Provider network informed by financial situation, service delivery footprint, fit within overall operations and meeting local labour market conditions and community needs;
    2. includes developing a plan to address conflict and emerging issues between the Recipient and Service

- Providers as well as Clients and Service Providers;
3. includes notifying the Province of agreement termination with a Service Provider or if a Service Provider breaches their agreement with the Recipient in a way that materially impacts the quality and delivery of services;
  4. includes establishing a performance management plan that allows Service Providers to address issues effectively and proactively;
  5. includes developing service standards and making them publicly available in communities served.;
  6. includes providing Service Providers with a minimum wind-down notice of 90 days for Service Provider exit except in the case of an Event of Default. In the event of Service Provider exit, the Recipient is responsible for the following activities:
    - a. requesting and reviewing Service Provider wind-down plan (service continuity, client referral plan, records transfer, all clients migrated to Provincial Systems to ensure continuity of service for Clients);
    - b. communicating with Clients and community stakeholders (e.g., public inquiries, updating web-based resources);
    - c. recouping any unused and uncommitted funds;
    - d. ensuring follow through of Service Provider wind-down plan and assisting with Service Provider wind-down activities;
  7. includes implementing its business strategy and annual operational plan, including the direct delivery of programs and services through managing the third-party service delivery network;
  8. does not penalize Service Providers for raising or filing complaints;
- iii. deliver Integrated Employment Services in its Catchment Area, including:
1. contracting with Service Providers to provide appropriate services, particularly Specialized Services, to meet the needs of clients who may have unique Employment Service needs, including People with Disabilities, Indigenous peoples, Black and Racialized People, Youth with Higher Support Needs, Newcomers, and Francophones in the Catchment Area;
  2. ensuring the locations of in-person service delivery sites are Accessible and are in compliance with relevant

provincial legislation including the *Accessibility for Ontarians with Disabilities Act, 2005*;

3. ensuring in-person delivery sites offer Integrated Employment Services in English and French in Designated Areas. The Recipient must be compliant with government-mandated service and quality standards, including the *French Language Services Act, R.S.O. 1990, c. F.32*. This includes ensuring that a job seeker requiring French language services is referred to a French-designated Service Provider within the Catchment Area;
  4. ensuring that all Clients in the Catchment Area have access to in-person services which can include itinerant services to help all Clients, including those in rural communities;
  5. ensuring access to high quality employment programs and services that are client-centric and based on Client needs across the Catchment Area;
  6. establishing protocols for their Service Provider network to complete diversity and inclusion training within the first six (6) months of the IES period;
  7. establishing protocols for their Service Provider network to complete Anti-racism Training, including timeline for the completion of training; and
  8. engaging with organizations serving inclusion groups (People with Disabilities, Indigenous peoples, Black and Racialized People, Youth with Higher Support Needs, Newcomers, and Francophones), to support continuous improvement.
- iv. ensure Client career and training choices are linked to job opportunities and broader trends in the economy, including:
1. establishing standards for Service Providers to ensure front-line staff have the resources, access and training around the use of labour market information; and
  2. maintaining a process for validating support provided by front line staff that job and training choices for Clients are supported by labour market information.
- c. Nothing contained in the Agreement or any agreement between the Recipient and a Service Provider will:
- i. create a contractual relationship between any of Service Provider or its directors, officers, employees, agents, volunteers or independent contractors, on one hand, and the Province, on the other hand; or

- ii. relieve the Recipient of any of its obligations or liabilities under the Agreement.

A21.4 **Service Provider Acknowledgement.** The Recipient acknowledges that the Province may, during the Term, require direct communication with a Service Provider regarding matters within the scope of the Service Provider's responsibilities contracted to it by the Recipient. The Recipient agrees that nothing in the Agreement shall prohibit or limit the ability of the Province, if the Province in its opinion determines that it is desirable in the circumstances to do so, to directly communicate with the Recipient's Service Providers regarding matters within the scope of the Service Provider's responsibilities. Such communication will not be construed as a waiver by the Province of the Recipient's responsibility for the Recipient's compliance with its obligations under the Agreement.

## **A22.0 GOVERNING LAW**

A22.1 **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.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- a. provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and
- b. 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.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**



A25.1 **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.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

- a. has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His 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.

## **A27.0 COSTS**

A27.1 **Costs.** Each Party shall bear its own costs in connection with the preparation and execution of the Agreement, the Request for Qualifications and the Call for Proposal and the fees and expenses incurred in exercising its rights and obligations hereunder.

## **A28.0 SURVIVAL**

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, sections A2.1(a), (i), (j), (k), (l), (m), (n), (o), (p), (q) and (r), sections A4.4 and A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, A7.9, A7.10, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A28.0.

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

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION**

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<b>Maximum Funds</b>	\$99,935,050.00
<b>Expiry Date</b>	December 31, 2025
<b>Insurance</b>	\$ 5,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Regional Director, Western Region, Employment and Training Division</p> <p><b>Address:</b> 72-1200 Commissioners Rd E, London, ON N5Z 4R3</p> <p><b>Email:</b> EDTWesternRegion@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Director of Life Stabilization</p> <p><b>Address:</b> 355 Wellington Street Suite 248, PO Box 5045 London, ON N6A 4L6</p> <p><b>Email:</b> Sglover@london.ca</p>

## **SCHEDULE “C” PROJECT**

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### **1.0 Overall Objectives**

The Government of Ontario is continuing with its commitment to transform the delivery of Employment Services by integrating Ontario Works Employment Assistance and Ontario Disability Support Program Employment Supports into Employment Ontario to create one system. Through the transformation of the Employment Services system, the government is seeking innovative and efficient approaches to better connect individuals, including those in receipt of Social Assistance, People with Disabilities, Indigenous peoples, Francophones, Newcomers, Black and Racialized People and others who may have unique needs to achieve sustainable employment. The Integrated Employment Services system is intended to create a clear path to employment for all job seekers including those who are at risk of long-term unemployment and who face systemic and other barriers to employment.

This transformation supports the government’s vision of building an Integrated Employment Services system that is:

- a. locally responsive and community based;
- b. outcomes-focused;
- c. client-centred; and
- d. provides simplified and effective pathways to finding sustainable employment for individuals and employers, based on their needs.

The transformed system is also intended to work more effectively to meet employers’ needs and to better match job seekers to employers.

### **2.0 Consortium Structure**

Based on the service delivery structure outlined in the Call for Proposal Response, the Recipient will either deliver the Project in a sole delivery structure or a Consortium delivery structure.

- a. If the Recipient is not a Consortium, the Recipient will solely deliver the Project.
- b. If the Recipient is a member of a Consortium, the Recipient:
  - i. will deliver the Project as a member of a Consortium;
  - ii. is considered the Lead Organization;
  - iii. will fulfill its roles and responsibilities as set out in Schedule “C1”;
  - iv. is responsible to the Province for completing all of the obligations as a Lead Organization and Recipient under this Agreement; and

- v. will work together with Partner Organizations to deliver the Project as set out in the Agreement.
- c. **Changes to the Consortium Structure**  
The Lead Organization will inform the Province in writing of any intended changes to the composition of the Consortium (for example, Partner Organizations leaving the Consortium), at least two (2) weeks in advance of any intended change(s).

In a situation where a Partner Organization leaves the Consortium, the Lead Organization will ensure the continuity of Employment Services in the Catchment Area. No new organizations may be added to the Consortium without the prior written approval of the Province. Material changes to the Consortium structure may constitute an Event of Default, as set out in section A12.1.

### **3.0 Project Activities**

#### **a. Entire Agreement**

The following roles and responsibilities will apply throughout the Planning Period and the Term of the Agreement.

##### **i. Recipient's Roles and Responsibilities**

The Recipient will:

1. participate in the Joint Ministry-SSM Committee and any of the associated working groups, People with Disabilities Reference Group, or any other committee, ad hoc or working group that the Province may set up;
2. participate in any engagement and consultation the Province may undertake for the purposes of improving service delivery; and
3. develop and implement a plan to provide cultural competency training to staff that build skills, knowledge, attitudes, and values essential to fostering positive and productive relationships with Clients, particularly Specialized Populations, and providers of Specialized Services.

##### **ii. Province's Roles and Responsibilities**

1. MLITSD will:
  - a. flow funding to the Recipient based on the requirements established in the Agreement;
  - b. engage with employers and other stakeholders (municipalities, Indigenous partners, service delivery

- organizations) to help ensure the transformed system effectively meets their needs;
  - c. engage with urban Indigenous, Métis, and Inuit partners about IES and on how the system provides services in a culturally responsive manner and improves employment outcomes for Indigenous Clients;
  - d. establish the Visual Identity and Communication Guidelines for Employment Ontario Service System Managers and related branding requirements;
  - e. oversee and participate in the Reference Group on Employment Services for People with Disabilities as a forum to engage with key organizations in collaboration with MCCSS and the Ministry for Seniors and Accessibility;
  - f. oversee and monitor the Recipient's performance as per the terms and conditions of the Agreement, including potential termination of Agreement and replacement of the Recipient for underperformance, as articulated in the Incentive and Consequence Framework;
  - g. chair the Joint Ministry-SSM Committee for SSMs to advise the Province on emerging trends, address issues and to share innovative practices with each other; and
  - h. organize and lead local Catchment Area meetings (local regional MLTSD offices/MCCSS offices are responsible)
2. MCCSS will:
- a. provide financial assistance to Social Assistance Clients for basic needs and shelter, and health and other benefits, in accordance with OW and ODSP legislation and regulations, including financial administration and eligibility determination (initial and ongoing);
  - b. determine individual service and support needs of Social Assistance Clients, informed by responses collected through the administration of the Common Assessment Tool;
  - c. communicate with OW Administrators on policy and service delivery questions and clarifications;
  - d. provide support with service coordination and integration of Social Assistance and EO services; and
  - e. set up and lead local Catchment Area meetings (local regional MLTSD offices/MCCSS offices are responsible)

**b. Planning Period**

The Planning Period is intended to allow the Recipient to become established within the Catchment Area.

i. Recipient's Roles and Responsibilities

The Recipient will undertake activities to establish infrastructure within the Catchment Area and set up operations for the implementation of the Project, including:

1. building capacity and developing knowledge of the current local service delivery network (e.g., orientation, onboarding, training);
2. providing cultural competency training to staff and any new hires that will foster positive and productive relationships with Clients, particularly Specialized Populations, and Service Providers;
3. establishing operations including, but not limited to: leasing space, establishing a presence in the community (e.g., marketing, building stakeholder relationships, etc.), hiring of key staff and developing an interactive web presence;
4. employing a transparent and evidence-based process to assess the effectiveness of the current network;
5. developing formal issues identification and resolution processes for referral organizations, service partners and Clients (at the individual and system level); and
6. establishing Transition Agreements for the Transition Period with funding allocations and targets as set out by the Province.

During the Planning Period, the Recipient will not be responsible for managing Service Providers delivering any EO Programs or ODSP-ES services within the Catchment Area.

ii. Province's Roles and Responsibilities

1. MLITSD will:

- a. manage agreements with service providers delivering EO Programs within the Catchment Area during the Planning Period; and
- b. establish Transition Agreement funding allocations and client targets for EO Program service providers within the Catchment Area that will fall under the responsibility of the Recipient during the Transition Period.

2. MCCSS will:

- a. manage agreements with service providers delivering ODSP-ES services within the Catchment Area during the Planning Period; and
- b. establish Transition Agreement funding allocations and ODSP client targets and other key contract elements such as the services and supports available for ODSP-ES service providers within the Catchment Area that will fall

under the responsibility of the Recipient during the Transition Period.

**c. Transition Period**

During the Transition Period, the Recipient will be responsible for setting up operations for the implementation of the Project and begin to oversee the management of the Service Provider network. The Recipient will:

- i. not make changes to the existing Service Provider network;
- ii. assume responsibility for the management of the existing Service Provider network;
- iii. enter into Transition Agreements as set out in Article A21.0, with the EO and ODSP-ES Service Providers within the Catchment Area, including:
  1. administering funds to Service Providers as per the funding levels and targets determined by the Province; and
  2. managing Service Provider Transition Agreements as per the established performance measures and Transition Period Program Schedules, including administering funding and ensuring accountability.
- iv. establish service delivery and operations;
- v. assess new clients to identify the level of service required and match them to an appropriate Service Provider;
- vi. draft a response to the Transition Phase Outcomes Report in collaboration with partners such as Service Providers, Indigenous organizations, municipalities, and municipal delivery agents in the Catchment Area and submit it to the Province to ensure it meets established provincial standards. The plan will outline the Recipient's approach to adjustments in the third-party Service Provider delivery network to better meet outcomes and achieve results:
  1. as part of the response , the Recipient will be required to demonstrate evidence of collaborative and ongoing engagement with key local partners on their approach to contracting with Service Providers. To meet the needs of Clients who may have unique Employment Service needs, and ensure services are culturally appropriate and reflects the needs of diverse communities, the Recipient is expected to engage with organizations serving inclusion groups, including those that provide Specialized Services, serve People with Disabilities, Indigenous people, Black and Racialized People, Youth with Higher Support Needs, Newcomers, and Francophones in the Catchment Area;
  2. this plan will also need to provide comprehensive details on how



- OW clients will be referred to the Recipient during the Integrated ES Delivery Period;
3. will be submitted to the Province for review and validation prior to its implementation. The Province's validation will serve as confirmation that the plan is evidence-based, informed by consultations with Service Providers, and supports a diverse Service Provider network and aligns with the approach below. The Province will provide a response within 30 days of receipt of the response.
- vii. assess the current EO and ODSP-ES Service Provider networks and footprints based on performance and capacity to deliver; this includes:
1. outlining the approach by which the Recipient will assess network capacity in a manner that is evidence-based, transparent and accountable;
  2. outlining a plan to maintain contestability and competitiveness over the Service Provider network, assessing the financial situation, footprint, fit within overall operations and to meet local labour market conditions and community needs;
  3. developing procedures for signing and maintaining agreements with Service Providers through establishing a performance management plan that allows issues with Service Providers to be addressed effectively and proactively;
  4. considering capacity to effectively serve People with Disabilities, Youth with Higher Support Needs, Francophone, Newcomers and other Client groups and ensuring services and / or physical locations are Accessible;
  5. detailing the methodology that the Recipient will use to determine targets and funding for Service Providers following the end of the Transition Period;
  6. developing their own agreements and entering into agreements with Service Providers in the Catchment Area (during the Transition Period, although the Province will determine the targets and allocations for Service Providers, the Recipient will enter into agreements with the Service Providers). In addition, the Recipient will:
    - a. ensure Service Provider stability and maintain the service delivery footprint; The Recipient cannot make changes to the service delivery network during this period; and
    - b. develop agreements with Service Providers that would not result in direct and significant cost implications; this does not negate the Recipient's ability to performance manage Service Providers or prevent the Recipient's ability to establish new administrative processes intended to achieve efficiency in the delivery of Employment Services during the Transition Period.
- viii. establish service delivery and operations:

1. the Recipient will be responsible for establishing agreements with their Service Provider network for the start of the Integrated ES Delivery Period. The Recipient is expected to promote high performance, and support accountability and contestability within their Service Provider network while upholding service quality standards to support positive Client outcomes;
- ix. ongoing engagement with a number of partners in the Catchment Area, including local planning boards, Colleges of Applied Arts and Technology, municipalities, Indigenous partners, youth serving agencies and other social service entities to better meet the needs of job seekers and employers;
- x. work with municipal delivery agents to develop a plan for the transition to the integrated delivery model, in consideration of differences in existing delivery approaches, including detailed plans for the referral of current OW- Employment Assistance Clients to EO delivery to ensure a smooth transition without disruption to the Client;
- xi. develop and provide diversity and inclusion training for Recipient staff within the Catchment Area;
- xii. ensure Recipient management and employees involved in Employment Services and Life Stabilization support services are trained and current in Indigenous Cultural Competency;
- xiii. create and foster an ongoing relationship with Social Assistance delivery partners that will allow for building a coordinated approach for the delivery of integrated services;
- xiv. minimize disruption of services during the shift from transition activities to full operations, including the seamless transition of client records;
- xv. outline the specific actions to meet the contracted client volume commitments including achieving outcomes within Specialized Populations as outlined in the Key Performance Indicators in the Performance Management Framework;
- xvi. outline the planned actions to address the potential increase in demand for services as a result of changes in labour market conditions;
- xvii. establish a Travel and Expense Policy that demonstrates responsible use of government Funds. At minimum, the policy will demonstrate prudent use of public Funds and establish appropriate controls and documentation. This requirement does not replace existing expectations and requirements related to the *Broader Public Sector Accountability Act* and its related directives; if applicable; and
- xviii. establish a dispute and complaint resolution process for Clients and Service Providers with delineated dispute and complaint process for clients and Service Providers including timelines for resolving disputes and process for escalation protocols with identified individuals in the organization responsible for overseeing escalation and resolution of complainants. The Recipient will be required to submit a quarterly report to the Province of any complaints received. The complaint

resolution and escalation process will:

- a. support the best outcome for the Client
- b. be consistent and available publicly for Clients and Service Providers (e.g., on Recipient and Service Provider websites and in-person service delivery locations); and
- c. identify that Service Providers will not be penalized for raising and filing complaints.

Upon completion of the Transition Period, the Recipient will be responsible for the delivery of services within the Catchment Area, including the composition of the Service Provider network.

The Recipient will be required to provide existing Service Providers that will not be delivering services following the conclusion of the Transition Period with a minimum of 90 days' written notice prior to the end of their Transition Agreement with the Recipient.

#### **d. Integrated Employment Services Delivery Period**

Under the Integrated Employment Services Delivery Period, transition is complete, and full responsibility for the oversight of the Service Provider network will transfer to the Recipient. At this time, OW-Employment Assistance clients are referred into the IES system. The Recipient is permitted to make changes to the Service Provider network, and is fully responsible for the planning, design, and delivery of Integrated Employment Services within the Catchment Area.

In addition, the Common Assessment Tool will be mandatory. It is a standard provincial approach to capturing Client information to inform their services needs and support Integrated Case Management. The Recipient is required to use the Common Assessment Tool as part of the Client intake process. The Recipient will be eligible for Performance-Based payments for Case-Managed Clients that complete Common Assessment during the Integrated Employment Services Delivery Period. OW-Employment Assistance is also integrated in the Catchment Area at this time.

- i. Recipient's Roles and Responsibilities during the Integrated Employment Services Delivery Period:

##### **1. Planning**

The Recipient will:

- a. gather, analyze, and interpret information to create and deliver an integrated system that achieves outcomes and addresses the local needs of employers and job seekers in the short and long term;
- b. continuously engage planning partners to assess and understand workforce needs, available resources or gaps within the community (e.g., human services, Social Assistance, etc.). Planning partners include municipalities, local boards, employers, youth service agencies, workforce development organizations, Colleges of Applied Arts and Technology, Training Delivery Agents, Sector Organizations, ODSP delivery agents and OW delivery partners;
- c. establish processes to support Client referrals to appropriate employment supports including referrals to provincially retained programs (i.e., Apprenticeship, Better Jobs Ontario, formerly Second Career, Canada-Ontario Job Grant, SkillsAdvance Ontario, Literacy and Basic Skills, Ontario Job Creation Partnership, Ontario Bridge Training Program), as well as coordinating referrals from FEATS, RASP processes and TRF;
- d. identify and partner with other health, human, and social services (e.g., mental health services housing, childcare, settlement services, etc.) in the community to support Client Life Stabilization needs;
- e. identify, liaise, and engage with community Indigenous organizations to ensure the system responds in a culturally sensitive manner to the needs of Indigenous Clients;
- f. identify and engage with other community organizations that deliver targeted services to Specialized Populations and Clients with unique needs to ensure the system responds effectively to the needs of these Clients;
- g. perform fiscal planning to ensure current and future system sustainability (e.g., service demand forecasting and financial performance) and ensure network health and resiliency;
- h. apply local intelligence and labour market information to service and system planning, including data from [Ontario's Labour Market Information website](#), Statistics Canada, industry reports and qualitative local intelligence; and
- i. develop an annual business plan for services.

## 2. Design

Based on planning activities, the Recipient will:

- a. create services and programs that match local job seeker and employer needs to help both groups achieve positive

- employment outcomes;
- b. design or customize employment programs and services to meet the labour market needs of job seekers, employers, and the community's specific economic development goals;
  - c. develop data collection methods to capture information throughout the Client pathway, including data on all Clients and on services used (digital and non-digital), and to support the use of data collected to ensure effective Client pathways;
  - d. develop the capacity to offer Specialized Services to support Specialized Populations and other underrepresented groups who have unique Employment Services needs;
  - e. map employment pathways according to individualized job seeker needs informed through Common Assessment and Client Segmentation. Client Segmentation will involve streaming Clients into defined categories based on their risk of long-term unemployment;
  - f. provide information on and linking Clients to other employment and skills training programs and supports should they be more appropriate pathways to employment and outcomes, including referrals to apprenticeship, post-secondary education, skills training programs and literacy and essential skills;
  - g. coordinate employment programs and services with existing human services, such as Social Assistance, healthcare, housing, and childcare to support successful participation in Integrated Employment Services and transition to employment;
  - h. review and revise programs and services to continuously improve performance and achieve outcomes;
  - i. ensure compliance with relevant provincial legislation including the *French Language Services Act, R.S.O. 1990, c. F.32* and the *Accessibility for Ontarians with Disabilities Act, 2005*; and
  - j. share best practices and innovative designs of successful Integrated Employment Services with other SSMs and community partners. SSM implementation feedback will also provide general guidance on the system rollout to support improved data capture, evaluation, and outcomes across Ontario.

### 3. **Delivery**

The Recipient is responsible for implementing its business strategy and annual business plan, including the direct delivery of programs and services and the management of a third-party Service Provider delivery network.

The Recipient will:

- a. deliver services for Clients with unique needs, including Specialized Populations and other groups who need unique employment supports;
- b. facilitate the referral of individuals and Clients to the Integrated Employment Service by making the necessary arrangements to meet Client needs, which may include disability-related needs or culturally appropriate services;
- c. validate the readiness to participate in employment and training services as determined by a Social Assistance caseworker, accept referrals as appropriate, and conduct a needs assessment to determine appropriate service level intensity and type of services for all Clients, as part of the intake and referral process from Social Assistance to EO;
- d. use the Province's mandatory Common Assessment Tool, a standard, provincial approach to capturing Client information to inform their services needs and support Integrated Case Management;
- e. conduct a Service Level Determination for all Clients to identify appropriate service intensity and service type, Case-Managed (assisted) or Self-Directed (unassisted), for all Clients; this includes capturing Client information and common indicators that informed the decision on service level;
- f. collaborate and apply Integrated Case Management across both the Social Assistance and Integrated Employment Service systems;
- g. provide in-person service delivery within the defined Catchment Area, with the option to provide itinerant sites, and will ensure that individuals in rural communities have access to in-person services delivery sites;
- h. develop service standards to ensure Clients within the defined Catchment Area have reasonable proximity to in-person Integrated Employment Services, and to make the service standards publicly available in the communities served, as set out in Schedule "C1";
- i. ensure in-person service delivery site locations are Accessible;
- j. ensure in-person delivery sites offer Integrated Employment Services in English and French in Designated Areas;
- k. provide, directly or through third-party service providers, services, and functions to achieve predefined outcomes for job seekers and employers;
- l. provide an Accessible and user-focused digital service delivery channel that will be available to Integrated

- Employment Services Clients;
- m. develop an Employment Action Plan for Case-Managed Clients; and
  - n. implement a formal dispute resolution process for identifying and resolving emerging service issues between Social Assistance and Integrated Employment Service systems, including referral agencies or service partners as well as Clients and employers (e.g., using approaches to mitigate escalation, such as case conferencing to help identify the issues and take steps/actions in a timely manner).

#### **4. Digital Service Delivery Channel**

The Recipient will be responsible for obtaining/developing and implementing an Accessible and user-focused digital service delivery channel that will be available to all EO Clients, whether Case-Managed or Self-Directed.

The components of the digital service delivery channel can include, but are not limited to:

- a. secure, robust, and scalable case management system;
- b. financial system;
- c. Accessible digital communication channels enabling virtual service delivery to Clients;
- d. Accessible digital platform allowing Clients to access self-services;
- e. data analytics platform or equivalent; and
- f. ability to integrate with the Province's IT systems.

#### **5. Delivery Partnership with Service Providers**

As part of the vision for local, contestable, community-based service provision, SSMs will be responsible for developing and overseeing a diverse local network of Service Providers to achieve outcomes for a wide range of Clients. This includes Specialized Services for People with Disabilities and other underrepresented groups who have unique Employment Service needs.

#### **6. Governance, Accountability and Oversight**

The Recipient will:

- a. manage the service system to achieve predefined positive outcomes in their Catchment Area;
- b. create arrangements for funding, oversight, and performance management of the Service Provider delivery network;

- c. manage the funding allocations for their Catchment Area to administer and deliver cost-effective services;
  - d. regularly collect and monitor data, including analyzing and reporting to the Province on Key Performance Indicators and trends, with the goal of improving Client outcomes and service delivery system performance;
  - e. comply with information technology infrastructure, privacy, security standards and data governance to enable data sharing and facilitate reporting requirements related to outcomes and performance;
  - f. comply with government-mandated service and quality standards, including the *French Language Services Act, R.S.O. 1990, c. F.c32* and Accessibility in its own operations and those of its Service Providers;
  - g. complete financial reporting requirements, such as forecasting, Statements of Revenue and Expenditures, as well as submission of its Audited Financial Statement;
  - h. participate in annual business planning to provide forecasts on demand for services, including Specialized Services;
  - i. collect, maintain, and share information with MCCSS and its delivery partners: CMSMs and DSSABs;
  - j. participate in Joint Ministry-SSM Committee meetings to examine risk, issues management, service planning, collaborative governance approaches and performance management;
  - k. implement issue resolution procedures between Service Providers and SSMs, and Service Providers and Clients, with required quarterly reporting to the Province on complaints and resolutions;
  - l. use an Integrated Case Management approach that involves ongoing information sharing, referrals, and service coordination with Social Assistance caseworkers for employment and Life Stabilization supports, as well as a shared accountability for the overall success of Social Assistance Clients;
  - m. develop quality monitoring and enforcement mechanisms and records, in compliance with the Province's audit requirements; and
  - n. comply with the Province's standards to integrate digital solutions into broader government digital platforms in the future.
- ii. Province's Roles and Responsibilities
    - 1. MLITSD's Roles and Responsibilities will include:
      - a. Monitoring and Administration, including:



- i. establishing provincially mandated service provision standards, guidelines, and requirements, including risk-based audits, setting requirements for SSMs' direct delivery and third-party service provision, and management of third-party Service Provider network.
- ii. establishing the standards for SSMs to support the Province's data strategies and activities including data collection for all Clients and services (e.g., Client profiles, all service level activities, outcomes, funding support);
- iii. establishing extensive data systems to drive cooperation with SSMs;
- iv. performance management, and target improvements;
- v. designing conflict resolution and issues management frameworks and procedures, including the protocol for SSMs to alert the Province of contentious issues;
- vi. reporting publicly on SSM performance to promote accountability and contestability;
- vii. ensuring compliance with provincial legislative and regulatory requirements;
- viii. allocating funding and payments to SSMs, including a performance-based funding framework;
- ix. monitoring and enforcing provincial service quality;
- x. establishing Joint Ministry-SSM Committee meetings to collaboratively manage risk and discuss service planning and performance management;
- xi. providing policy direction and strategic priorities to SSMs;
- xii. managing the performance of SSMs through this Agreement, including termination of the Agreement and potential replacement of SSMs for underperformance;
- xiii. establishing priorities for business planning with the SSMs;
- xiv. establishing standards that will enable SSMs to integrate their digital solutions into broader government digital platforms in the future;

- xv. overseeing research and evaluation of the system; and
  - xvi. overseeing the Reference Group on Employment Services for People with Disabilities as a forum to consult on increasing labour market attachment for People with Disabilities.
- b. Provincial Labour Market Coordination, including:
- i. collecting and disseminating labour market information;
  - ii. supporting broader government priorities and coordination across ministries; and
  - iii. planning provincial strategic employer, sector, or industry engagement to inform provincial employment and training priorities.
- c. Program and Services, including:
- i. delivering sector-based initiatives and programs, including Bridge Training, SkillsAdvance Ontario and sector planning / partnerships;
  - ii. rapid response to address labour market and workforce crises, including mass layoffs;
  - iii. administering grant-based training programs, such as Better Jobs Ontario and Canada-Ontario Job Grant and other Intermediate and long-term training programs, such as apprenticeship programs;
  - iv. administering literacy and essential skills programs;
  - v. developing and requiring use of the Common Assessment Tool, used by SSMs and Service Providers; and
  - vi. administering a standard provincial approach for determining appropriate service level intensity and service type for all Clients, including data collection of Clients and the decisions for Self-Directed and Case-Managed services.
2. MCCSS will:
- a. continue to be responsible for setting legislation, regulations, and policy for the overall Social Assistance system:
    - i. ODSP caseworkers, will be responsible for supporting ODSP Clients with financial supports for

basic needs and Life Stabilization, assessing when a Client is ready to be referred to an SSM for Integrated Employment Services;

- ii. municipalities, who administer OW, will be responsible for supporting OW Clients with financial assistance for basic needs and Life Stabilization, assessing when a Client is ready to be referred to an SSM for Integrated Employment Services. This would include ensuring that any necessary Life Stabilization supports are in place before or concurrently with the referral;
- b. work closely with MLITSD, municipalities, SSMs and delivery partners to ensure that the OW and ODSP employment programs integrate smoothly with the EO system to ensure appropriate local processes are in place to support Client referrals, Integrated Case Management and ongoing service coordination;
- c. in the new Integrated Employment Services delivery model, OW and ODSP caseworkers will be responsible for:
  - i. providing (through referral or direct delivery) Life Stabilization services that are required for an OW or ODSP Client to pursue employment activities; and
  - ii. administering module 1 of the Common Assessment Tool.

#### **4.0 Employment Action Plan**

- a. The Recipient will ensure that the delivery of Integrated Employment Services will include:
  - i. development and management of an Employment Action Plan, as per provincial guidelines, for all Case-Managed Clients, including Social Assistance Clients, including as appropriate:
    - 1. client assessment and case management, including:
      - a. service coordination and referrals;
      - b. service planning and coordination;
    - 2. referral to long-term skills training;
    - 3. career exploration, planning and management;
    - 4. employability skills training;
    - 5. short-term skills training;
    - 6. job search;
    - 7. job matching, development and placement;
    - 8. job coaching;
    - 9. job retention;

- 10. job advancement (for clients employed at entry into Integrated Employment Services);
  - 11. employment-related financial supports for job seekers and employers;
  - 12. Specialized Services;
  - ii. administration of the Employment Action Plan to ensure Integrated Employment Services/supports lead to employment outcomes; and
  - iii. coordination with Social Assistance and other community and government partners as it relates to Life Stabilization services.
- b. Using the Common Assessment Tool and Employment Action Plan, the Recipient will provide individual case management and action planning to achieve outcomes for Case-Managed Clients, including:
- i. Client assessment and referrals; and
  - ii. Ongoing monitoring to reflect individual needs and progress.

## **5.0 Service Level Determination**

- a. The Recipient will develop and administer local processes to determine the appropriate service level intensity, including whether Clients should receive Self-Directed or Case-Managed services. Some common indicators may include:
- i. employment history
  - ii. self-efficacy
  - iii. motivation / work attitudes
  - iv. education level
  - v. computer literacy
  - vi. essential skills / skillset
  - vii. Life stabilization
  - viii. Client choice

The Recipient will provide individuals with information on the range of services offered through its programming and EO. Determining service level should take into account Client profile and circumstances and the range of services available to them.

### **b. Self-Directed Services**

Self-Directed services are Integrated Employment Service-related activities that individuals can access on their own as part of their job pathway, including, but not limited to:

- i. information, resources and referrals on EO services and programs, local training and employment opportunities, community service supports, and occupational and training requirements to support job search;
- ii. information on career clarification and planning and providing the

- resources and tools for Clients to make informed decisions related to education, training, and employment;
- iii. digital self-serve features and/or integrated with broader EO-wide digital solutions;
- iv. supplementary in-person services such as employment resource centers with access to computers, Internet, and self-paced job search resources;
- v. access/tools for Specialized Populations; and
- vi. employment-related financial supports for job seekers depending on individual need and used in compliance with the funding model.

#### c. Case-Managed Services

Case-Managed services are more intensive employment-related activities for individuals that require case-management and include one-on-one assistance with an employment caseworker and the development of an individualized Employment Action Plan to meet their employment goals, including, but not limited to:

- i. Client assessment and referral;
- ii. service planning and coordination;
- iii. referral to long-term skills training and education;
- iv. career exploration, planning and management;
- v. employability skills training;
- vi. short-term skills training;
- vii. job search, matching, development, and placement;
- viii. job coaching, retention, and advancement; and
- ix. employment-related financial supports for job seekers and financial incentives for employers.

### 6.0 Joint Ministry-SSM Committee

The Recipient will participate in a Joint Ministry-SSM Committee. The committee is a forum for SSMs to advise the Province and other SSMs on emerging trends and issues, share innovative and best practices, and table challenges that may require a provincewide approach to find a resolution such as changes in the labour market, Client referral trends, and data/IT challenges. The Province and SSMs will also use the committee to highlight opportunities for mutual learning to promote innovation to achieve better outcomes for Clients.

- a. **Committee Scope.** The Joint Ministry-SSM Committee will be responsible for:
  - i. discussing emerging trends, risks and issues related to the Project;
  - ii. sharing innovative and best practices related to the Project;

- iii. discussing and jointly developing solutions for non-confidential quality assurance, risk or performance issues related to the Project;
- iv. facilitating discussion on ways to improve policies, programs, services, supports or tools required for the Project;
- v. establishing and overseeing any special matter referred to a working group committee by the committee;
- vi. discussing and proposing changes to the manner in which the Recipient and other SSMs collect data and maintain records and Reports;
- vii. providing advice on any community and media relations issues in accordance with this Agreement;
- viii. providing opportunity for the Province to clarify Agreement requirements where consistency is needed;
- ix. escalating issues and recommendations that require MLITSD leadership decisions; and
- x. developing a plan for monitoring and evaluating the committee's outputs and outcomes towards supporting the Project, Client satisfaction, community needs and Employment Services Transformation.

**b. Committee Authority.** The Joint Ministry-SSM Committee or any sub-committee shall not have authority to make decisions with respect to or approve:

- i. any amendment to or waiver of any provision of this Agreement;
- ii. any change that may materially adversely affect the Recipient's ability to carry out the Project; or
- iii. any matter with respect to which Province has a right of consent or in respect of which Province may have discretion pursuant to this Agreement.

## **7.0 Persons with Disabilities Reference Group**

The Recipient will participate in the Reference Group on Employment Services for People with Disabilities, which has been developed by the Province to ensure that Integrated Employment Services support People with Disabilities.

The reference group provides input on policy and operational priorities to ensure the IES system better supports People with Disabilities. The reference group is comprised of representatives from government, SSMs, employers and other key stakeholders that have subject matter expertise in employment and training services for People with Disabilities.

The objectives of the reference group are to:

- a. ensure quality and effective employment services are available for People with Disabilities in the Catchments Areas through engaging key stakeholders

- in discussions about Specialized Services and supports and core employment services, including supports related to employment;
- b. identify opportunities for continuous improvement (performance, employer engagement, etc.) so that People with Disabilities receive the supports they need to meet their employment goals; and
  - c. identify promising practices to support continued rollout of the new IES system province-wide to ensure that the unique needs of People with Disabilities are being met.

## **8.0 Service Coordination**

- a. The Recipient will collaborate with Social Assistance service delivery partners and other health and human services delivery partners, either directly or through Service Providers to:
  - i. develop strategies for service coordination and referrals to identify available local resources for training and Life Stabilization services, including those offered through the Social Assistance system and other health and human service providers for individuals not eligible for Social Assistance;
  - ii. engage planning partners such as municipalities, local boards, Local Employment Planning Councils, Colleges of Applied Arts and Technology, Ontario Disability Support;
  - iii. engage with program service delivery staff and OW delivery partners to assess / understand the workforce needs and available resources of the community (for example, health and human services, Social Assistance, and others);
  - iv. identify and liaise with other health and social services (for example, mental health services) in the community; and
  - v. refer Clients to appropriate provincially retained supports or programming. This includes, for example, referring Clients to apprenticeship, training programs (e.g., Better Jobs Ontario) and literacy and basic skills.

Note: the Recipient will notify the Province of instances where services provided by other government and community entities may not be possible.

### **b. Service Coordination with Service Canada**

The Recipient will be required to work with Service Canada to provide information to EI Clients as part of the Province's Labour Market Transfer Agreement requirements.

This coordination with Service Canada will provide EI Clients with up-to-date and quality information about Employment Services available to them.

The Recipient will also engage directly with EI claimants through claimant information sessions hosted by Service Canada.

c. Job Bank

The Recipient will be required to promote the use of the [Job Bank website](#). This includes encouraging Service Providers to use it for both job seekers and employers.

d. TRF

- i. The Recipient will contact EI applicants referred through the TRF system and provide, at a minimum, the following to the Province:
  1. date of contact;
  2. contact method (e.g., phone, email); and
  3. result of contact (e.g., referred to service, declined service).
- ii. The Recipient will meet the following service standards for TRF:
  1. conduct a first contact attempt by close of business the following business day after initial receipt of the TRF referral; and
  2. document a minimum of two (2) contact attempts (i.e., first contact and second contact) to reach the EI applicant within a two-week time period (i.e., ten business days).

e. Find Employment and Training Services (FEATS)

FEATS is an online portal that allows Ontarians to search for employment and training services.

The Recipient will:

- i. list all service providers, including site locations, contact information, languages of service, days, and hours of operation;
  - ii. revise information to reflect changes to the network immediately, by contacting FindHelp directly. There is a requirement to notify FindHelp of new program launch a minimum of four (4) weeks prior to launch date; and
  - iii. conduct reviews on a quarterly basis to keep information up to date on the [FEATS website](#).
- f. Request a Service Provider (RASP)

[RASP](#) is an online portal which will enable Ontarians to pre-screen for EO Programs and services. Job seekers and employers have the option to begin an online application for one of the EO Programs and services, and to submit



their online application using RASP to a Service Provider of their choosing for follow-up.

The Recipient will ensure the service coordination of RASP through direct delivery, or their service deliver network, and will:

- i. access and process applications submitted through RASP by creating a new account or using their existing account;
- ii. contact the applicant in the manner requested on their online application (telephone, email);
- iii. contact the applicant within one (1) business day of receiving the online application;
- iv. not forward the applicant's online application to another Service Provider without the applicant's consent;
- v. not forward the applicant's online application to another Service Provider, if the application has already been forwarded twice;
- vi. ensure their service delivery sites' information are up to date in the provincial system, which includes:
  1. delivery site contact information (address, phone number, fax, business contact email), including a website (if applicable), and a RASP specific email address in which to receive notification that an application has been submitted to the specific service delivery site; and
  2. the status of the indicator that identifies the service delivery sites' availability to accept online applications; and
- vii. protect the personal information the applicant chooses to provide in compliance with relevant privacy legislation, the Recipient's privacy policy and the privacy protection provisions of the Agreement.

## **9.0 Status Quo Clients**

The Recipient will complete the associated follow-ups for both Status Quo Client and exited service plans. Service plans for Status Quo Clients are not to be systematically closed en-masse and then re-entered as new Clients during the Integrate ES Delivery Period.

The Recipient is not required to follow existing legacy program guidelines in the delivery of services to Status Quo Clients during the Integrated ES Delivery Period, although they must continue to provide Employment Services to these Clients.

There is no requirement for how long a service plan should remain open, but it should be closed only when the Service Provider is certain that the Client no longer needs supports (i.e., closes naturally, voluntarily chooses to leave the program/service, or the Client achieves employment).

A Client Transition Tracker will be made available to support the Recipient in monitoring the progress of its Status Quo Clients.

## **10.0 Indigenous Services**

First Nation on-reserve communities are not in scope for the Employment Services Transformation model.

The Recipient will establish working relationships with community Indigenous organizations in its Catchment Area to ensure programs and services are culturally appropriate and responsive to the needs of Indigenous Clients and be aware of additional services and supports for Indigenous Clients.

The Recipient is responsible for providing services to Indigenous Clients (regardless of where they reside including on-reserve or off-reserve). This includes:

- a. establishing and maintaining effective working relationships with local Indigenous community organizations;
- b. referring Indigenous Clients to urban Indigenous, Métis, and Inuit organizations to effectively respond to their unique needs, where appropriate;
- c. during the Transition Period, ensure Recipient management and employees involved in Employment Services and Life Stabilization support services in Ontario are trained and current in Indigenous Cultural Competency;
- d. consulting with urban Indigenous, Métis, and Inuit community organizations, where appropriate when developing Indigenous Cultural Competency training; and
- e. during the IES delivery period, establish protocols for the Service Provider network to complete and keep current in Indigenous Cultural Competency training, prioritizing employees involved in the delivery of Employment Services and programs. The Recipient will be required to report to the Province on the status of Indigenous Cultural Competency training.

As the Province engages with urban Indigenous, Métis and Inuit community organizations on Indigenous Cultural Competency training, its approach to Indigenous Cultural Competency Training will evolve to reflect feedback and lessons learned. The Province will consult with the Recipient in advance of implementing changes. The Province expects to maintain an active role in service

delivery for Indigenous peoples, as well as the partnership with urban Indigenous service providers.

## **11.0 Specialized Services for People with Disabilities**

The Recipient will have the capacity to offer Specialized Services to support People with Disabilities in achieving positive employment outcomes. This includes being able to serve ODSP Clients with a disability.

Effective engagement with employers is a key component in supporting successful employment outcomes for People with Disabilities. Through engagement with employers, in their delivery of job search and placement services, the Recipient will be expected to understand and effectively promote the business value of hiring People with Disabilities.

- a. Specialized Services for People with Disabilities should follow principles that specifically contribute to positive employment outcomes for People with Disabilities and align with the following principles:
  - i. Employment Services are guided by the individual's interests, skills and strengths while acknowledging barriers to employment, including those resulting from their disability and the workforce and skills needs of employers;
  - ii. Employment Service planning considers all aspects of the individual's needs and abilities to achieve a successful employment outcome, including opportunities for competitive employment;
  - iii. Employment support involves ongoing coordination with hiring employers and with health and social services providers where needed and as appropriate; and
  - iv. Employment Services help dispel myths or misunderstandings about employing People with Disabilities by driving innovation in service offerings for People with Disabilities and using best practices from Ontario, Canada and abroad.
  
- b. The Recipient will provide a wide range of services and opportunities for People with Disabilities, including:
  - i. additional service capacity for assistance for core services such as job search, job matching and job coaching support, including targeted job development or customized employment opportunities (job carving);
  - ii. additional and /or specific competencies and capacity with respect to serving Clients with high, unique, or complex employment needs;
  - iii. engaging with community partners, including employers to ensure employers' workforce needs are supported and to secure employment opportunities for People with Disabilities; and
  - iv. communications to attract People with Disabilities to their services

including a comprehensive outreach plan.

## **12.0 Service Delivery Channels**

The Recipient will provide Clients with access to services and programs through in-person service delivery sites and digital service delivery channels. All service delivery channels must be compliant with privacy, Accessibility, and confidentiality and security requirements. In addition, the Recipient is required to ensure that both in-person service delivery sites and online service delivery channels are compliant with applicable legislation and regulations.

The Recipient and their Service Provider network must also be available by phone and email.

## **13.0 In-Person Service Delivery Sites**

The Recipient will offer services directly through a Service Provider network. The Recipient may offer a limited amount of in-person services directly. In addition, the Recipient will:

- a. provide in-person service delivery within the defined Catchment Area. The Recipient has the option to provide itinerant sites and will ensure that individuals in rural communities have reasonable access to in-person service delivery sites;
- b. meet specific drive time requirements and service delivery zones (as set out in Schedule “C1”) to ensure Clients within the Catchment Area have reasonable proximity to in-person Integrated Employment Services, and to make the service standards publicly available in communities served; and
- c. ensure the locations of the in-person service delivery sites are accessible.

## **14.0 Digital Service Delivery Channel**

- a. The Recipient will obtain, develop and implement an Accessible and user-focused digital service delivery channel that will be available to all EO Clients, whether Case-Managed or Self-Directed. The components of the digital service delivery channel may include, but are not limited to:
  - i. secure, robust, and scalable case management system;
  - ii. financial system;
  - iii. Accessible digital communication channels enabling virtual service delivery to Clients;
  - iv. Accessible digital platform allowing Clients to access self-services;
  - v. data analytics platform or equivalent; and

- vi. ability to integrate with provincial IT systems.
- a. The Recipient will:
- i. integrate its digital service delivery channel with provincial systems as set out in the Call for Proposal Response;
  - ii. demonstrate to the Province's satisfaction that the service delivery channels comply with the Province's policies relating to privacy, confidentiality and security, and Accessibility;
  - iii. collect and report Client level details on individuals accessing the service delivery channels;
  - iv. ensure that there are procedures in place that limit access to provincial systems to those who are authorized to have access; the reason for having this access must comply with all security, acceptable use, conduct and other provincial guidelines and policies;
  - v. ensure that data, systems and equipment are protected from loss, damage or other occurrences that may result in the provincial systems being unavailable for service provision, more information on the standards for compliance can be found on the [Ontario.ca](http://Ontario.ca) website;
  - vi. ensure that any system that has access to personal Client information does not contain any removable storage device or provide access to any removable storage device, unless the Province has approved of the use of removable storage devices in writing;
    - 1. if approved, use of these devices must comply with provincial privacy and confidentiality requirements;
  - vii. ensure training communications and support are in place for employees, contractors and authorized subcontractors that have access to the provincial system to foster compliance with provincial procedures and policies; and
  - viii. provide the Province with an attestation regarding compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any privacy breaches, as set out in Schedule "H".

## 15.0 Open License

All Products created using funding for the delivery of Integrated Employment Services will abide by [Creative Common's Attribution 4.0 International License/ \(CC BY 4.0\)](https://creativecommons.org/licenses/by/4.0/). Under this Agreement, intellectual property remains with its creator, but others are free to copy, redistribute, transform, and/ or build upon the material for any purpose, even commercially.

## **16.0 Technology Requirements**

The Recipient will ensure that the delivery of Employment Services will include:

- a. use of the Common Assessment Tool, which will be based on the following key categories of Province-prescribed Client data:
  - i. administrative and personal information;
  - ii. demographics;
  - iii. Life Stabilization;
  - iv. essential skills and self-efficacy;
  - v. income/assistance;
  - vi. education status and history;
  - vii. employment status and history;
  - viii. work attitudes and employment goals;
- b. maintenance of a current, accurate and complete Client file in the provincial system while providing services to or for the Client and update the Client's progress through their action plan towards employment, and beyond;
- c. entry of follow-up data into the provincial system to support the outcomes-based funding allocation;
- d. collection, monitoring, and reporting on data (i.e. Key Performance Indicators and targets), review performance of both their network of Service Providers and their own performance; and
- e. use of the Integrated Case Management System to track and report on the services being offered to individual Social Assistance Clients and the outcomes of those services. Includes the integration of key details from social assistance systems that are relevant to employment planning. Using an integrated view of Client profiles and referral tracking, caseworkers will be able to effectively support and manage Client activity.

## **17.0 Provincial Systems**

The Recipient and its Service Providers will use the Province's existing, or any future developed, information technology systems and software programs or applications, as directed by the Province. The Recipient will also manage and oversee access to these systems, as directed by the Province.

The Recipient may use other information technology systems, software or applications to deliver their services. The Recipient will be required to demonstrate to the Province's satisfaction that the systems in question meet all applicable provincial and federal policies and legislation relating to privacy,

confidentiality and security. The Province's systems will be the authoritative source of data and the Recipient will be required to ensure the data is accurate and up to date.

The Recipient will comply with the provincial guidelines relating to security and privacy, including those set out in section A2.1. In addition, the Recipient will ensure that there are procedures in place that limit access to provincial systems to only persons who are authorized to have access and for the purposes for which they are authorized. All persons with authorized access must comply with all security, acceptable use, conduct and other applicable provincial guidelines and policies.

a. Common Assessment Tool

The Recipient will use the Common Assessment Tool to identify Client strengths, barriers to employment and Life Stabilization needs and inform the caseworker's assessment of individuals' service needs.

- i. Common Assessment will be administered using the following key prescribed Client data categories:
  1. module 1: client background information; and
  2. module 2: income and employment information.
- ii. Social assistance caseworkers will administer module 1 to Social Assistance Clients before referral to the Recipient;
- iii. The Recipient will:
  1. enter the data on behalf of the Client;
  2. administer module 1 to all EO only and self-referred Social Assistance Clients and module 2 for all Clients regardless of income source;
  3. submit the completed Common Assessment for segmentation. Prior to submitting the Common Assessment for segmentation purposes, the SSM is expected to confirm each Client's readiness to actively and meaningfully participate in Integrated Employment Services and whether they should be Case-Managed or received Self-Directed services; and
  4. be responsible for Clients that have been identified as requiring Case Management. Clients identified as requiring Case Management will be administered module 2, submitted for Client Segmentation to determine service stream and an Employment Action Plan will be created prior to the Client moving from Integrated Case Management module 2, which will be administered only

to Clients who have completed module 1 and require Case Management services. Module 2 will be administered only to Clients who have completed module 1 and require Case Management services.

b. Integrated Case Management

- i. Case Management will be a collaborative process across both social assistance and Employment Service systems, as per provincial guidelines. The Integrated Case Management approach for a Social Assistance Client's case will begin once an Employment Action Plan is established by a Service Provider. Either directly or through Service Providers:
  1. At a minimum, the Recipient will:
    - a. provide case coordination and regular communication, information sharing, and collaboration between employment counselor and social assistance caseworker to support integrated service planning, referrals and activities;
    - b. facilitate case conferencing between employment counselors and social assistance case workers to provide coordinated and integrated service activities and address any challenges;
    - c. avoid duplication in the assessment and provision of Social Assistance Client benefits through social assistance and employment-related financial supports through EO;
    - d. maintain service documentation and perform monitoring of Employment Services and activities to track Social Assistance Clients' progress towards employment outcomes;
    - e. support integration of Client level information through IT systems;
    - f. collect and audit data from Service Providers via the provincial system; and
    - g. ensure that data/ reporting is entered/completed within a reasonable timeframe (e.g., 24 hours) of an event occurring, to provide a timely and accurate reflection of Employment Services activities of Social Assistance Clients.



The Recipient will be responsible to coordinate referrals to Life Stabilization services/supports for non-Social Assistance Clients.

Life Stabilization and Employment Services may be planned and provided for concurrently (continuously or as discrete events) depending on the Client's circumstances and type of intervention.

The Recipient will be responsible for the system planning of Employment Services in their Catchment Area.

2. Planning activities that intersect with the social assistance system will include:
  - a. engaging social assistance delivery agents to assess / understand the workforce needs of Social Assistance Clients, including Specialized Services for People with Disabilities;
  - b. working with social assistance delivery agents to consider projected social assistance caseloads in planning for service demand (Social Assistance Client flow and characteristics), including the availability of local Life Stabilization resources (health, human, social services), to determine implications for Social Assistance Client service pathways; and
  - c. identifying and assessing trends/emerging risks that will inform mitigation strategies (partnering with social assistance delivery agents) and continuous improvement of the enablers of integration (Common Assessment, service targeting, integrated Case Management approach, etc.).
  
- ii. Integrated Case Management will be used by the Recipient to track and report on the services being offered to individual Social Assistance Clients and the outcomes of those services via the Employment Action Plan.

Integrated Case Management includes the integration of key details from both Social Assistance and integrated ES systems that are relevant to service planning. This includes information relevant to Life Stabilization and Integrated Employment Service planning, including sharing appropriate Client information such

as: Client profiles, referrals, tracking and activities to allow both Social Assistance and Integrated Employment Service caseworkers to effectively support and manage Client activity.

Once the Common Assessment is streamed and submitted, it will flow to the Integrated Case Management.

The Integrated Case Management approach for a Social Assistance Client's case will formally begin once an Employment Action Plan is established. Integrated Case Management across both the Social Assistance and EO systems includes:

1. active and effective transitions of Social Assistance Clients to Integrated Employment Services for coordinated, timely access to services and supports between the two systems;
2. linked Client action planning, including:
  - a. coordinated Client assessments that identify employment and support and service needs;
  - b. referrals and intake into Integrated Employment Services for Social Assistance Clients who are ready to participate in Integrated Employment Service activities;
  - c. coordination of Social Assistance benefits and Integrated Employment Service financial supports to eliminate duplication; and
  - d. ongoing service coordination, communication and progress updates, as required.

The Recipient will work in collaboration with other partners in the community to ensure that employment-related financial supports are used where needed and do not duplicate funding a Client may be receiving from other sources for the same purpose (e.g., OW, ODSP, Ministry of Health). Individuals who request financial supports for purposes outside the scope of the Project should be connected to other external services. The Recipient will be familiar with supports available to its Clients through government and other organizations.

## **18.0 Information Management Requirements**

The Recipient will ensure its employees, Service Providers, and all other authorized contractors and subcontractors and Service Providers manage personal information in accordance with all Applicable Laws, Privacy Laws, and contractual requirements, including the Agreement.

At a minimum, the Recipient will ensure Service Providers' information management records, systems, and procedures:

- a. include full documentation verifying that the statistical and financial information entered into any Province information technology systems and other management systems meets the reporting and audit requirements of the Province;
- b. support the prompt and accurate reimbursement to participants or employers, according to the terms and conditions of the training or placement agreement; and
- c. meet the Province's reporting requirements under the Labour Market Transfer Agreement.

## **19.0 Risk Management Framework**

The Risk Management Framework for integrated ES establishes a two-tier approach to risk management:

- a. the system-wide tier where the Recipient will perform a risk assessment based on its own Catchment Area and context. The results will be submitted to the Province and a "system wide" register will be compiled based on insights from the SSMs and partners. The Recipient will develop mitigation plans for top risks identified in the system wide risk register, and the progress of these mitigations will be monitored quarterly; and
- b. the operational risks tier where the Recipient will formally monitor and mitigate risks related to the Catchment Area and the Service Provider network with the context of the Recipient's operating environment.

## **20.0 Communications Guidelines, Requirements and Promotion**

In addition to the provisions set out in Article A8.0, the Recipient will:

- a. distribute key information regarding the Integrated Employment Services system and services to Clients in a way that is easy to understand; writing style and tone must align with the Visual Identity and Communication Guidelines for Employment Ontario Service System Managers;
- b. include full acknowledgement of the Province's support in all

marketing and promotional material, including the Recipient's website;

- c. collaborate with Service Canada and support the client information sessions, Service Canada Live sessions and support calls with Service Canada to support job seekers and employers in the Catchment Area and promote EO;
- d. collaborate and cooperate with the Province on joint opportunities to promote and improve outreach of EO (including social media) to key Client groups and communities, including providing feedback on the metrics;
- e. collaborate and cooperate with the Province on opportunities to promote and improve outreach of EO and proactively gather success stories from Service Providers and share them with the Province;
  - i. the success stories could be Client-based, community-based, service-based or consist of a best-practice / innovation but cannot include any personal information without the consent of the affected individual Client;
- f. collaborate and cooperate with the Province in local communications opportunities including events, tours and announcements in the Catchment Area;
- g. facilitate a two-way information exchange between Service Providers and the Province and cooperate with the Province in disseminating communications among Service Providers and community stakeholders; and
- h. report on issues by implementing a protocol for both immediately responding to an urgent Province issues request, as well as escalating contentious Client or stakeholder complaints and flagging potential issues including media inquiries to the Province before they intensify. This issues protocol will include a form and process for proactively informing the Province of potential issues, and keeping the Province updated, and aligning key messages.

## **21.0 Client Referrals**

As part of the Integrated Employment Service Delivery Plan, the Recipient will identify how they will manage Client referrals, including referrals to and from:

- a. Social Assistance programs:
  - i. OW delivery partners;
  - ii. ODSP local offices;
  - iii. community organizations, which may also refer ODSP recipients with a disability;
- b. Service Canada, which will refer EI Clients through the TRF system:

- i. the Recipient will also engage directly with EI claimants through claimant information sessions hosted by Service Canada;
  - ii. upon receipt of the TRF EI applicants, the first contact attempt should be conducted by close of business the following business day;
  - iii. a minimum of two (2) documented attempts within a 2-week time period must be made to reach the applicant; and
- c. the EO Call Centre.

As part of transition planning and beyond, the Recipient will work towards making certain cross-system referrals, including referrals to apprenticeship, training programs (e.g., Better Jobs Ontario, Canada-Ontario Job Grant) and Literacy and Basic Skills, as needed.

## **22.0 Resolving Social Assistance Client Referral Issues**

Any Client referral issues between the Social Assistance system and the Integrated Employment Services system will need to be addressed by the Recipient in a partnership-based, transparent and Client-focused manner.

The Recipient will have formal processes in place for identifying and resolving emerging service issues with referral organizations, service partners, Service Providers and Clients (e.g., individuals and employers) at both a Client and trend or system level.

At both a case and trend level the Recipient will be responsible for:

- a. having an issues resolution protocol in place;
- b. partnering with the Social Assistance delivery network to establish understanding and buy-in;
- c. identifying the issue(s) related to Social Assistance Client referrals in a timely manner;
- d. documenting details related to the issue(s);
- e. identifying steps/action items for resolution inclusive of anticipated timelines; and
- f. reporting to the Province, as appropriate.

The Recipient will conduct ongoing reviews and assessments of system level risks involving all parties to inform the Client level issues resolution approach. The Recipient will have formal arrangements in place with Social Assistance delivery partners and the Province to communicate findings and results, including escalation to the Province for trend level issues.

## **23.0 Documentation Requirements**

Recipient records will contain:

- a. all contractual agreements between the Recipient and Service Providers;
- b. documentation of at least one site visit per Service Provider conducted per year and evidence that all performance issues are resolved promptly;
- c. employer declaration of WSIB or alternative workplace safety insurance coverage and third-party liability insurance;
- d. documentation to support the Recipient has verified that Service Providers are in compliance with all Applicable Laws including Privacy Laws;
- e. documentation that Service Providers records support good customer service practices including flexible hours of operation and systems for gathering customer feedback;
- f. a marketing and outreach strategy that reflects Client focus;
- g. a labour market strategy that:
  - i. addresses service gaps in the community;
  - ii. promotes flexibility, responsiveness and ensures Clients receive seamless services within the network;
  - iii. includes an effective and timely referral system; and
  - iv. supports the employment journey - including Life Stabilization services, employment supports, and dependent services and supports.

## **24.0 Customer Service Standards**

The Recipient will have in place and will ensure Service Providers have in place comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management, and administrative support.

The Recipient will:

- a. develop a customer service charter and submit it to the Province for approval, and report to the Province prior to revisions of the customer service charter; at a minimum, the customer service charter will contain the following three elements:
  - i. commitment to quality service;
  - ii. feedback mechanism (e.g., for receiving both compliments and complaints) which uses a randomized selection to identify Clients and employers to be surveyed; and
  - iii. process to follow up on feedback in a prescribed manner and timeframe;

- b. conduct at least one monitoring visit per year of all Service Providers' facilities to ensure the customer service charter is adhered to, note that the Province retains the right to visit all Service Providers and to survey Clients regarding quality of in-person and online services;
- c. have a customer complaint and resolution process in place for customers and all Service Providers, including having internal complaint management and escalation protocols in place, and strategies to track, categorize and analyze complaints, actions taken, and lessons learned;
- d. ensure all Service Providers' facilities reflect customer need, including:
  - i. accessible facilities or service provision at an accessible site;
  - ii. itinerant and/or mobile services where local need is identified;
  - iii. days or hours of operation that reflect customer need;

Service	Standards
Site Office Hours	Business hours are 8:30 am to 5:00 pm Monday to Friday, except for statutory holidays and unless other times are posted
Telephone	All telephone calls (for both internal and external customers) will be returned within one business day (24 hours)
Voicemail	All voicemail will be returned within one business day (24 hours)
Email, fax, or mail	All emails will be acknowledged within 2 business days (48 hours)
Time until appointment	Customers will have a scheduled appointment within 1 week of contact

- e. report to the Province every quarter on complaints received and how they were resolved on an ongoing basis; and
- f. have a business continuity plan in the event of a disruption of service.

## 25.0 Indigenous Cultural Competency Training

- a. The Recipient will:
  - i. ensure its management and employees involved in Employment Services and Life Stabilization support services in Ontario are trained and kept current in Indigenous Cultural Competency;
  - ii. establish protocols for the Service Provider network to complete and keep current in Indigenous Cultural Competency Training, prioritizing employees involved in the delivery of Employment Services and programs; and

- iii. ensure that training equips the Recipient's and Service Provider network's employees with skills to build relationships with relevant Catchment Area Indigenous organizations.
- b. Indigenous Cultural Competency Training approach is to be developed in partnership with urban Indigenous, Métis and Inuit community organizations where appropriate. Upon request, the Recipient will report to the Province on the status of Indigenous Cultural Competency Training.
- c. Indigenous Cultural Competency Training modules should be relevant to an Ontario context that reflects experiences of Indigenous peoples in Ontario and includes gender specific considerations.
- d. As the Province engages with urban Indigenous, Métis and Inuit community organizations on Indigenous Cultural Competency Training, its approach to Indigenous Cultural Competency Training will evolve to reflect feedback and lessons learned. The Province will consult with the Recipient in advance of these changes.
- e. **During the Transition Period:**
  - i. In partnership with Indigenous partners and communities, the Recipient will complete a full assessment of appropriate training options for the Catchment Area.
  - ii. All employees of the Recipient involved with carrying out the Project will take the Indigenous Cultural Competency Training as part of their induction process.
  - iii. The Recipient will ensure that all employees involved in carrying out the Project and Service Providers in the Catchment Area are trained in Indigenous Cultural Competency.

## **26.0 Monitoring and Evaluation**

The Recipient will collect and audit data from their Service Providers including financial records related to the delivery of Integrated Employment Services. The Recipient will directly monitor Service Provider performance.



**a. Province's Monitoring of SSM**

Some of the monitoring activities that can be expected during the life cycle of an Agreement include:

- i. activity and financial reporting;
- ii. on-site compliance and evaluation visits;
- iii. discussions via telephone;
- iv. correspondence by mail or e-mail;
- v. client experience surveys; and
- vi. social media monitoring

**b. Monitoring Service Providers**

The Recipient will:

- i. monitor the performance of Service Providers and Clients; and
- ii. use a risk management framework to determine monitoring intensity and frequency and ensure that at least one monitoring visit is conducted per year at the Service Providers' location of service. At a minimum, the Recipient will use monitoring as an opportunity to verify that:
  1. effective governance and leadership structures, including a code of conduct, are in place;
  2. public communications comply with the standards set out in section A8.2;
  3. Service Provider staff have the relevant skills, competencies and supports to do to their job;
  4. the Service Provider accurately uses Employment Action Plans and the Common Assessment Tool, and undertakes Integrated Case Management to ensure that services meet each Client's needs;
  5. the Service Provider consistently applies the SSM's approved customer service charter;
  6. the Service Provider is using labour market information to provide services that meet community need;
  7. there are effective referral patterns established within the Integrated Employment Services network;
  8. policies are in place to protect Client privacy and confidentiality;
  9. there are systematic approaches in place to improve service in response to customer satisfaction surveys; and
  10. the Service Provider demonstrates financial viability and appropriate use of public funds.

**c. Evaluation**

If requested by the Province, the Recipient will assist the Province in its evaluation of Integrated Employment Services by:

- i. contacting Clients on behalf of the Province;
- ii. contacting other stakeholders such as employers on behalf of the Province; and
- iii. participating in evaluation activities conducted by or on behalf of the Province including surveys, interviews, and discussion groups.

## **27.0 French Language Services**

In Designated Areas, the Recipient will carry out the Project in English and French.

French language services should be provided on an active offer basis. A key concept of an “active offer” is to bring the availability of those services in French to the attention of the person from the time contact is first made between the person and the office providing the service.

Services by the Recipient should be provided simultaneously in English and in French. For illustration purposes, here are typical interaction points between Service Provider and Client:

- a. Outreach
  - i. marketing materials (e.g., pamphlets, brochures);
  - ii. surveys;
  - iii. outreach strategies and events developed and conducted; and
  - iv. online resources, websites and social media.
- b. Verbal Communications
  - i. telephone services, including voice messages and interactive response systems; and
  - ii. in person, such as interviews, visits, meetings, workshops or information sessions and consultations.
- c. Written Communications
  - i. correspondence such as letters and faxes; and
  - ii. email, interactive databases and websites.
- d. Signage, Public Notices and Press Releases
  - i. interior and exterior;

- ii. in print or online; and
  - iii. indicating that French language services are available.
- e. Forms and Documents
  - i. stationery;
  - ii. all forms used for identification, certification or application such as licenses, and certificates; and
  - iii. any document intended for public use.
- f. Business Practices
  - i. that the Recipient recruits, trains, and retains qualified personnel and volunteers with the required level of proficiency in French;
  - ii. that Clients will be able to readily identify staff members who provide services in French; and
  - iii. that a mechanism is in place to review and address French language service issues and complaints.

The Recipient will ensure that a person requiring French language services is referred to a French-designated Service Provider within the Catchment Area.

## **28.0 Facilities and Leases**

The Recipient will either directly or through Service Providers:

- a. have the ability to deliver the Project in a facility that is readily accessible to all persons, including People with Disabilities; and
- b. where services are not fully accessible to persons with a physical disability, have a plan to accommodate these persons by serving them in an accessible location and/or through partnership with another organization.

### **Facility Leases**

If relocation or revision of facility arrangements is required, the Recipient will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments. Upon granting approval, the Province will ensure that the proposal is in line with the capital asset regime in the Agreement.

## **29.0 Transfer Payment Ontario**

The Transfer Payment Ontario (TPON) system is a central repository of information for organizations to register, view, and update their organization's profile information in order to receive transfer payment funding from the Province.

The Recipient will register its organization in TPON by following the instructions on [Ontario.ca](https://www.ontario.ca) and ensure that its information is kept up-to-date.

**SCHEDULE “C1”  
ADDITIONAL PROJECT REQUIREMENTS**

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**1.0 Introduction**

The purpose of this Schedule “C1” is to provide the specific requirements the Recipient will carry out as part of the Project related to the obligations set out below.

For greater certainty, pursuant to section 2.1 of the Agreement, in the event of an inconsistency between Schedule “C” and this Schedule, Schedule “C” will govern over this Schedule.

**2.0 In-person Service Delivery Sites**

- a. In addition to the requirement in Schedule “C” (In-Person Service Delivery Sites), the Recipient will provide in-person service delivery respecting the service delivery zones set out below that meets the following minimum standards:
  - i. a minimum of 75% of Clients served must be within 15 minutes or less of drive time to an in-person service delivery site; and
  - ii. maintenance of in-person service delivery sites within each service delivery zone.
  
- b. The service delivery zones are based on Statistics Canada Census subdivisions (CSD) in each Catchment Area. The service delivery zones for the Catchment Areas are, excluding reserves within the meaning of the *Indian Act, R.S.C., 1985, c.1-5*:

<b>Service Delivery Zone</b>	<b>Census Division Name</b>	<b>Census Subdivision Name</b>
Elgin A	Elgin	West Elgin Dutton/Dunwich
Elgin B	Elgin	Southwold St. Thomas Central Elgin Bayham Malahide Aylmer

<b>Service Delivery Zone</b>	<b>Census Division Name</b>	<b>Census Subdivision Name</b>
Oxford	Oxford	Norwich Tillsonburg South-West Oxford Ingersoll Zorra East Zorra-Tavistock Woodstock Blandford-Blenheim
Middlesex A	Middlesex	North Middlesex Newbury Southwest Middlesex Adelaide-Metcalfe Strathroy-Caradoc
Middlesex B	Middlesex	Thames Centre London Middlesex Centre Lucan Biddulph

### **3.0 Dispute and Complaint Resolution**

Public/Client disputes process will include the following steps:

- a. complaints can be submitted to the Recipient and Service Providers in person, by phone, email, surveys, etc;
- b. if a complaint cannot be resolved at the first point-of-contact, the complainant will be directed to a Manager for review and action;
- c. Managers will follow up with the complainant within 2 business days of the complaint to discuss the concern & seek a resolution; and
- d. all public/client complaints will be tracked, themed & reviewed on a monthly basis.

Service Providers disputes process will include the following steps:

- a. Service Providers will have a dedicated point-of-contact with the Recipient's team for concerns/complaints escalation;

- b. if the Service Provider is dissatisfied with results from point-of-contact, they can escalate the issue to a Recipient's Manager/Senior Manager;
- c. Manager/Senior Manager will follow up with the Service Provider within 2 (two) business days of the complaint to discuss and seek a resolution; and
- d. the Recipient will maintain a standing one to one meetings and regular group meetings with Service Providers where concerns can be voiced individually and collectively.

#### **4.0 Partnership Engagement Activities**

During the Planning Period, the Recipient will:

- a. identify stakeholders and partner groups that play a key role in the employment system and conduct/develop the following:
  - i. Communication & Partnership strategy;
  - ii. define vision and desired outcomes;
  - iii. define partnership-types (i.e. advisory);
  - iv. define roles and responsibilities;
  - v. define frequency/type of engagement;
  - vi. develop partnership management plan;
  - vii. develop communication strategy which includes input from relevant stakeholders;
  - viii. develop an engagement strategy; and
- b. establish an Interdisciplinary Working/Advisory Group.

During the Transition Period and the IESD Period, the Recipient will:

- a. conduct engagement with key stakeholder groups, soliciting feedback, identifying a shared vision and desired outcomes, and roles and responsibilities;
- b. regularly attend meetings such as working/advisory groups, communities of practice, etc. to maintain partnership and communication; and
- c. provide frequent opportunities for stakeholders to provide feedback on the design and delivery of services to be incorporated into annual strategic planning.

## **5.0 Diversity and Inclusion Training**

- a. The Recipient will:
  - i. develop and provide Diversity and Inclusion Training for the Recipient's employees involved in the delivery of this Project; and
  - ii. establish protocols for the Service Provider network to complete Diversity & Inclusion Training.
- b. Timeline:

The Recipient will implement the Diversity and Inclusion Training as follows:

  - i. Recipient's employees: complete the Diversity & Inclusion Training by the end of the Transition Period or within two (2) months if an employee is hired after the Transition Period; and
  - ii. Service Provider employees: complete the Diversity & Inclusion Training within the first six (6) months of the Integrated Employment Services Delivery Period or within two (2) months if an employee is hired after the six (6) months period.

## **6.0 Accommodation, Travel and Hospitality Expense Parameters**

As an organization accountable for its use of public Funds, the Recipient will adhere to its approved Expense Policy for spending of Operational and Financial Supports Funds, which demonstrates fiscally responsible use of public funds and establishes appropriate controls, including record keeping requirements. The Recipient will continue to maintain and adhere to the rules set out in its Expense Policy with respect to:

- a. accommodation;
- b. travel; and
- c. hospitality (including specific rules regarding the use of alcohol)

The Recipient will inform the Province in writing of any intended changes to the Expense Policy, at least two (2) weeks in advance of any intended change. The Recipient may refer to the [OPS Travel, Meal and Hospitality Expenses Directive](#), for information on the reimbursement methods and rates used by the Province.

Note: the Expense Policy does not replace the requirements set out in the *Broader Public Sector Accountability Act* or its related directives, if applicable.

## **7.0 Change in Delegation of Authority**



- a. The Recipient will maintain a delegation of authority throughout the term of the agreement.
- b. The Recipient will inform the Province in writing of any intended changes to the delegation of authority, at least two (2) weeks in advance of intended change.
- c. No changes can be made without prior written approval from the Province. Material changes to the delegation of authority may constitute an Event of Default.

## **8.0 Capacity Building Strategy to form Partnerships with Indigenous Organizations**

### **a. Partnerships with Indigenous Organizations**

The Recipient Will:

- i. actively engage Indigenous-led organizations in the employment Service Providers network, local working groups and Central Advisory Body;
- ii. undertake targeted engagement to individuals identifying as Indigenous through activities such as focus groups, surveys, etc;
- iii. create an Indigenous Liaison Advisor position;
- iv. create a space on the Central Advisory Table that would offer direct Indigenous participation;
- v. review hiring practices to better reflect lived experience and/or extensive cultural knowledge / experience with Indigenous clients in the Catchment Area; and
- vi. create an Anti-Racism and Anti-Oppression (ARAO) equity tool.

### **b. Active Referral of Indigenous Clients to Indigenous Organizations**

The Recipient Will:

- i. maintain information on Indigenous Service Providers, employment resources and life stabilization supports for Indigenous clients in the Catchment Area;
- ii. actively communicate available Indigenous related services and life stabilization supports to Indigenous clients in order to support client flexibility and choice at the initial stage of request for employment services; and

- iii. consult with Indigenous organizations to inform their information collection and distribution for available services to Indigenous clients.

**SCHEDULE "D"  
BUDGET**

The budgets set out below for future fiscal years will be confirmed through the annual business planning process.

**Summary**

Fiscal Year	Maximum Funds
2022-2023	\$229,000.00
2023-2024	\$29,777,800.00
2024-2025	\$39,959,000.00
2025-2026	\$29,969,250.00
<b>Total Maximum Funds</b>	<b>\$99,935,050.00</b>

**Fiscal Year 2022-2023**

FUNDING CATEGORIES	AMOUNT
Operational Funds: a. Planning Period Funds	\$229,000.00
<b>MAXIMUM BUDGET</b>	<b>\$229,000.00</b>

**Fiscal Year 2023-2024**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
Operational Funds	
a. Planning Period Funds	\$113,900.00
b. Transition Period Funds	\$2,059,900
c. Service Provider network transition	\$14,024,000.00
d. Integrated ES Delivery phase	\$6,793,000.00
<b>Operation Funds subtotal:</b>	<b>\$22,990,800.00</b>
Transition Phase Outcomes Funds	\$125,000.00
Performance-Based Funds	\$1,998,000.00
Employment-Related Financial Supports for Job Seekers and Employers	
a. Service Provider network transition	\$3,441,000.00
b. Integrated ES Delivery phase	\$994,000.00
<b>Financial Supports subtotal:</b>	<b>\$4,435,000.00</b>
Financial Supports – ODSP Client Reserve	
a. Service Provider network transition	\$24,000.00
b. Integrated ES Delivery phase	\$205,000.00
<b>Financial Supports – ODSP subtotal:</b>	<b>\$229,000.00</b>
<b>MAXIMUM BUDGET</b>	<b>\$29,777,800.00</b>

**Fiscal Year 2024-2025**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
Operational Funds a. Integrated ES Delivery phase	\$27,172,000.00
Performance-Based Funds	\$7,992,000.00
Employment-Related Financial Supports for Job Seekers and Employers a. Integrated ES Delivery phase	\$3,975,000.00
Financial Supports – ODSP Client Reserve a. Integrated ES Delivery phase	\$820,000.00
<b>MAXIMUM BUDGET</b>	\$39,959,000.00

**Fiscal Year 2025-2026**

<b>FUNDING CATEGORIES</b>	<b>AMOUNT</b>
Operational Funds a. Integrated ES Delivery phase	\$20,379,000.00
Performance-Based Funds	\$5,994,000.00
Employment-Related Financial Supports for Job Seekers and Employers a. Integrated ES Delivery phase	\$2,981,250.00
Financial Supports – ODSP Client Reserve a. Integrated ES Delivery phase	\$615,000.00
<b>MAXIMUM BUDGET</b>	\$29,969,250.00

## **SCHEDULE “E” PAYMENT PLAN**

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### **1.0 Payment of Operational Funds**

Operational Funds will be paid to the Recipient at the beginning of each month in the following pattern:

- a. Planning Period Funds will be paid equally based on the number of months in the Planning Period;
- b. Transition Period Funds will be paid equally based on the number of months in the Transition Period;
- c. Service Provider network transition Funds will be paid equally based on the number of months in the Transition Period; and
- d. Integrated ES Delivery phase Funds will be paid equally based on the number of months in the Integrated ES Delivery Period.

### **2.0 Payment of Transition Phase Outcomes Funds**

If the Recipient submits their response to the Transition Phase Outcomes by:

- a. August 31, 2023, the Province will provide a maximum of \$125,000 of funding;
- b. September 29, 2023, the Province will provide a maximum of \$100,000 of funding; or
- c. October 13, 2023, the Province will provide a maximum of \$50,000 of funding.

No Transition Phase Outcome payments will be made if the Recipient submits the response to the Transition Phase Outcomes after October 13, 2023. In any event, SSMs are required to submit their response to the Transition Phase Outcomes by October 31, 2023.

### **3.0 Billing of Performance-Based Funding**

The Recipient will complete and submit a Performance Report, provided by the Province, containing a summary of all Performance-Based Funding Payments approved by the SSM for submission as earned within 15 business days of the end of each quarter, for all Performance-Based Funding that has become payable within that quarter. The Performance Report will contain a breakdown by Client type and outcome interval of the Performance-Based Funding earned in the period. A list of the Client numbers covered in the Performance Report will be attached.

Performance-Based Funding will be provided quarterly by the Province upon receipt of the Performance Report and acceptance by the Province. The Province will undertake periodic review of the reported performance outcomes.

### **4.0 Payment and Billing of Employment-Related Financial Supports for Job Seekers and Employers and Financial Supports – ODSP Client Reserve (Financial Supports Funding)**

- a. Service Provider network Transition: Subtotal / Number of Months of Transition Period in a fiscal year; and
- b. Integrated ES Delivery phase:

Financial Supports Funding will be paid to the Recipient at the beginning of each month in the following pattern:

Subtotal / Number of Months of Integrated ES Delivery Period in a fiscal year.

The Recipient will complete and submit a Financial Supports Payment Report, provided by the Province, containing a summary of all Financial Supports Funding Payments approved by the SSM within 15 business days of the end of each quarter, for all Financial Supports Funding that was granted within that quarter. The Financial Supports Payment Report will contain a breakdown of the Financial Supports Funding granted in the period. A list of the Client numbers covered in the Financial Supports Payment Report will be attached.

Pursuant to section A4.2c. of the Agreement, the Province may adjust monthly payments based on the Estimate of Payments and Expenditure Reports as set out in Schedule "H". For greater certainty, the Maximum Funds will not be exceeded.

## **SCHEDULE “F” REPORTS**

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### **1.0 2022-2023 Fiscal Year**

#### **a. Ministry Generated Reports**

##### **i. Readiness Checklist**

Transition Period Readiness Checklist  
Due Date: April 21, 2023

##### **ii. Estimate of Payments and Expenditure Report (EPER)**

Planning Funding EPER for the Agreement Effective Date to March 31, 2023  
Due Date: April 5, 2023

##### **iii. Statement of Revenue and Expenditure Report (SRER)**

For the period of the Agreement Effective Date to March 31, 2023  
Due Date: June 15, 2023

#### **b. Recipient Generated Reports**

##### **i. Auditor’s Report on the SRER**

For the period of the Agreement Effective Date to March 31, 2023  
Due Date: June 15, 2023

### **2.0 2023-2024 Fiscal Year**

#### **a. Ministry Generated Reports**

##### **i. Readiness Checklist**

Integrated ES Delivery Period Readiness Checklist  
Due Date: December 21, 2023

##### **ii. Risk Register**

As set out in Schedule “C”, section 19.0



Due Date: October 13, 2023

**iii. Response to Transition Phase Outcomes**

Due Date: On or before October 31, 2023

Please refer to section 2.0 of Schedule "E" for additional information

**iv. Activity Reports**

Planning Period Report for the Agreement Effective Date to April 30, 2023

Due Date: July 17, 2023

Transition Period Report for May 1, 2023, to December 31, 2023

Due Date: January 15, 2024

Report 1 for January 1, 2024, to March 31, 2024

Due Date: April 15, 2024

**v. Estimate of Payments and Expenditure Reports (EPERs)**

Planning Funding EPER for the April 1, 2023, to April 30, 2023

Due Date: May 19, 2023

Transition Funding EPER 1 for April 1, 2023, to June 30, 2023

Due Date: July 21, 2023

Transition Funding EPER 2 for April 1, 2023, to September 30, 2023

Due Date: October 20, 2023

Transition Funding EPER 3 for April 1, 2023, to December 31, 2023

Due Date: January 19, 2024

EPER 1 for April 1, 2023, to March 31, 2024

Due Date: April 5, 2024

**vi. Statement of Revenue and Expenditure Report (SRER)**

For the period of April 1, 2023, to March 31, 2024

Due Date: June 14, 2024

**vii. Performance Reports**

For the period of January 1, 2024, to March 31, 2024

Due Date: Quarterly, within 15 business days of quarter end

**viii. Financial Supports Payment Reports**

For the period of January 1, 2024, to March 31, 2024  
Due Date: Quarterly, within 15 business days of quarter end

**b. Recipient Generated Reports**

**i. Audited Financial Statements**

For 2022-23 or the most recent available fiscal year.  
Due Date: September 30, 2023

**ii. Complaints Reports**

Report 1 for May 1, 2023, to June 30, 2023  
Due Date: July 31, 2023

Report 2 for July 1, 2023, to September 30, 2023  
Due Date: October 31, 2023

Report 3 for October 1, 2023, to December 31, 2023  
Due Date: January 31, 2024

Report 4 for January 1, 2024, to March 31, 2024  
Due Date: April 30, 2024

**iii. Auditor's Report on the SRER**

For the period of April 1, 2023, to March 31, 2024  
Due Date: June 14, 2024

**3.0 2024-2025 Fiscal Year**

**a. Ministry Generated Reports**

**i. Risk Register**

As set out in Schedule "C", section 19.0  
Due Date: October 18, 2024

**ii. Activity Reports**

Report 1 for April 1, 2024, to June 30, 2024  
Due Date: July 15, 2024

Report 2 for July 1, 2024, to September 30, 2024  
Due Date: October 16, 2024

Report 3 for October 1, 2024, to December 31, 2024  
Due Date: January 16, 2025

Report 4 for January 1, 2025, to March 31, 2025  
Due Date: April 16, 2025

**iii. Estimate of Payments and Expenditure Reports (EPERs)**

EPER 1 for April 1, 2024, to June 30, 2024  
Due Date: July 19, 2024

EPER 2 for April 1, 2024, to September 30, 2024  
Due Date: October 18, 2024

EPER 3 for April 1, 2024, to December 31, 2024  
Due Date: January 17, 2025

EPER 4 for April 1, 2024, to March 31, 2025  
Due Date: April 4, 2025

**iv. Statement of Revenue and Expenditure Report (SRER)**

For the period of April 1, 2024, to March 31, 2025  
Due Date: June 16, 2025

**v. Performance Reports**

For the period of April 1, 2024, to March 31, 2025  
Due Date: Quarterly, within 15 business days of quarter end

**vi. Financial Supports Payment Reports**

For the period of April 1, 2024, to March 31, 2025  
Due Date: Quarterly, within 15 business days of quarter end

**b. Recipient Generated Reports**

**i. Complaints Reports**

Report 1 for April 1, 2024, to June 30, 2024  
Due Date: July 31, 2024

Report 2 for July 1, 2024, to September 30, 2024  
Due Date: October 31, 2024

Report 3 for October 1, 2024, to December 31, 2024  
Due Date: January 31, 2025

Report 4 for January 1, 2025, to March 31, 2025  
Due Date: April 30, 2025

**ii. Audited Financial Statements**

For 2023-24 or the most recent available fiscal year.  
Due Date: September 30, 2024

**iii. Auditor's Report on the SRER**

For the period of April 1, 2024, to March 31, 2025  
Due Date: June 16, 2025

**4.0 2025-2026 Fiscal Year**

**a. Ministry Generated Reports**

**i. Risk Register**

As set out in Schedule "C", section 19.0  
Due Date: October 17, 2025

**ii. Activity Reports**

Report 1 for April 1, 2025, to June 30, 2025  
Due Date: July 22, 2025

Report 2 for July 1, 2025, to September 30, 2025  
Due Date: October 22, 2025

Report 3 for October 1, 2025, to December 31, 2025  
Due Date: January 16, 2026

**iii. Estimate of Payments and Expenditure Reports (EPERs)**

EPER 1 for April 1, 2025, to June 30, 2025  
Due Date: July 19, 2025

EPER 2 for April 1, 2025, to September 30, 2025  
Due Date: October 18, 2025

EPER 3 for April 1, 2025, to December 31, 2025  
Due Date: January 16, 2026

**iv. Statement of Revenue and Expenditure Report (SRER)**

For the period of April 1, 2025, to December 31, 2025  
Due Date: March 16, 2026

**v. Performance Reports**

For the period of April 1, 2025, to December 31, 2025  
Due Date: Quarterly, within 15 business days of quarter end

**vi. Financial Supports Payment Reports**

For the period of April 1, 2025, to December 31, 2025  
Due Date: Quarterly, within 15 business days of quarter end

**b. Recipient Generated Reports**

**i. Complaints Reports**

Report 1 for April 1, 2025, to June 30, 2025  
Due Date: July 31, 2025

Report 2 for July 1, 2025, to September 30, 2025  
Due Date: October 31, 2025

Report 3 for October 1, 2025, to December 31, 2025  
Due Date: January 31, 2026

**ii. Audited Financial Statements**

For 2024-25 or the most recent available fiscal year.  
Due Date: September 30, 2025

**iii. Auditor's Report on the SRER**

For the period of April 1, 2025, to December 31, 2025  
Due Date: March 16, 2026

**5.0 Reports specified from time to time**

On a date or dates specified by the Province.

### **Report Details**

The Reports will be submitted on the dates set out above, as directed by and in the form required by the Province.

Requirements for the EPERs, SRERs, Auditor's Report and the Audited Financial Statements are set out in Schedule "H".

Reports will not contain any personal information within the meaning of applicable privacy legislation.

**SCHEDULE “G”  
PERFORMANCE COMMITMENTS**

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**1.0 Introduction**

The purpose of this Schedule is to describe the Recipient’s responsibilities related to the Key Performance Indicators and the performance commitments to be achieved in carrying out the Project. The Recipient is required to adhere to the performance commitments as set by the Key Performance Indicators and other commitments set out in this Schedule to ensure the success, sustainability and fiscal accountability of the Project.

**2.0 Catchment Area**

Catchment Area where services are to be delivered: London

**3.0 Partner Organization Information**

<b>Partner Organization Legal Name</b>	<b>Address</b>	<b>Contact Name</b>	<b>Contact Title</b>	<b>Contact Telephone</b>	<b>Contact Email</b>
NA					

**4.0 Planning and Transition Period Activities**

- a. Transition Agreements signed with Service Providers  
Due Date: On or before April 30, 2023
  
- b. Service Provider exit and wind-down plans submitted to the Province (during Transition Period only)  
Due Date: as applicable

**5.0 Integrated Employment Services Delivery Performance Commitments**

Performance Commitments for future fiscal years will be confirmed through the annual business planning process, in order to monitor and manage the health and capacity of the Recipient’s service delivery footprint.

**Fiscal Year 2023-2024**

<b>Client Stream</b>	<b>Client Volume Commitment</b>	<b>Client Served Target</b>
A	675	
B	927	
C	2408	
Total	4010	

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Clients with complex needs are served		
% of Client volume by Client segment (stream A)	100	100
% of Client volume by Client segment (stream B)	100	103
% of Client volume by Client segment (stream C)#	100	103
% of ODSP Clients served	3.6	3.6
% of general population Clients with disabilities served	11.3	11.3
% of Francophone people served	0.8	0.8
% of Indigenous people served	2.3	2.3
% of Youth with higher support needs served	9.7	10.0
% of Newcomers served	3.6	4.0
Clients progress towards employment		
Completion of training/education	7.4	

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#For the period of January 1, 2024, to December 31, 2024, the Recipient will be measured using “% of Client volume by Client segment”. In subsequent years, the Recipient will be measured using “% of Clients served by Client segment”.



<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Client satisfaction		
Client satisfaction with services	79.1	

<b>Key Performance Indicators</b>	<b>Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Employment Outcomes at three (3) months		
Achievement of employment outcomes		
Stream A		
Stream B		
Stream C		

**Fiscal Year 2024-2025**

<b>Client Stream</b>	<b>Client Volume Commitment</b>	<b>Client Served Target</b>
A	2700	
B	3708	
C	9631	
Total	16,039	

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Clients with complex needs are served			
% of Clients served by Client segment (stream A)	100		100
% of Clients served by Client segment (stream B)	100		103
% of Clients served by Client segment (stream C)	100		103
% of ODSP Clients served	3.6		3.6

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
% of general population Clients with disabilities served	11.3		11.3
% of Francophone people served	0.8		0.8
% of Indigenous people served	2.3		2.3
% of Youth with higher support needs served	9.7		10.0
% of Newcomers served	3.6		4.0
Clients progress towards employment			
Completion of training/education	7.4		
Client satisfaction			
Client satisfaction with services	79.1		

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Employment Outcomes at three (3) months			
Achievement of employment outcomes			
Stream A	51.1		
Stream B	47.9		
Stream C	35.4		

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Employment Outcomes at 12 months			
Achievement of employment outcomes			

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Stream A			
Stream B			
Stream C			

**Fiscal Year 2025-2026**

<b>Client Stream</b>	<b>Client Volume Commitment</b>	<b>Client Served Target</b>
A	2025	
B	2781	
C	7223	
Total	12,029	

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Clients with complex needs are served			
% of Clients served by Client segment (stream A)	100		100
% of Clients served by Client segment (stream B)	100		103
% of Clients served by Client segment (stream C)	100		103
% of ODSP Clients served	3.6		3.6
% of general population Clients with disabilities served	11.3		11.3
% of Francophone people served	0.8		0.8
% of Indigenous people served	2.3		2.3
% of Youth with higher support needs served	9.7		10.0
% of Newcomers served	3.6		4.0
Clients progress towards employment			
Completion of training/education	7.4		
Client satisfaction			
Client satisfaction with services	79.1		

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Employment Outcomes at three (3) months			
Achievement of employment outcomes			
Stream A	51.1		
Stream B	47.9		
Stream C	35.4		

<b>Key Performance Indicators</b>	<b>Meeting Catchment Area Baseline</b>	<b>Exceeding Catchment Area Baseline</b>	<b>Recipient Commitment</b>
Employment Outcomes at 12 months			
Achievement of employment outcomes			
Stream A			
Stream B			
Stream C			

**SCHEDULE “H”  
AUDIT AND ACCOUNTABILITY REQUIREMENTS**

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**Note to Auditors and other readers: Schedule “H”, the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.**

**1.0 Definitions**

In this Schedule, the following terms have the following meanings:

- a. “Capital Assets”** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
- i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development, or construction of other capital assets;
  - ii. have been acquired, constructed, or developed with the intention of being used on a continuing basis;
  - iii. are not intended for sale in the ordinary course of operations; and
  - iv. are not held as part of a collection.

Tangible capital assets include land, buildings, and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. “Project Accounting”** means that, where a Recipient has multiple projects or lines of business, all costs will be allocated to a specific Project or line of business. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding and earn revenues from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

**2.0 Funding Categories**

**a. Operational Funds**

Operational Funds are Funds used for expenditures related to the day-to-day direct delivery, or subcontracted delivery, of the components of the Project as agreed to with the Province.

- i. Costs related to the provision of the Project that can be claimed against Operational Funds include:
  1. staff and management salaries directly associated with the delivery of the Project;
  2. hiring and training of staff (including professional development);
  3. marketing (signage, print/paper/web ads, outreach, etc.);
  4. facilities (rent);
  5. facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
  6. amortization expenses for assets used directly in Project delivery;
  7. accounting services and auditor's fees; and
  8. other direct operating expenditures related to delivery of the Project.
- ii. The Recipient will not use Operational Funds for:
  1. hiring bonus, termination, or severance costs; or
  2. capital asset purchases.

iii. Administrative Costs

Administrative Costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. Administrative Costs will be attributed to the Project in proportion to the respective size of the organization and the size and/or effort of the Project. Administrative Costs are included in the total Operating Funds.

Examples of eligible Administrative Costs include the following:

1. Pro-rated portions of salaries (i.e., salary wage per hour x hours worked on the Project) of staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project;
2. Pro-rated portion of lease of real estate and utilities associated with administrative activities (square footage used for the Project x real estate cost per square footage);
3. Office supplies, legal/accounting fees, bookkeeping and

- translation fees;
- 4. Training fees and consultant fees;
- 5. Bank fees, basic telephone fees and monthly internet fees;
- 6. Office maintenance costs (i.e., janitorial services, information technology support, equipment maintenance services, security); and
- 7. Depreciation on office fixtures and equipment.

Operational Funds will be paid to the Recipient at the beginning of each month. The Province will adjust payments based on expenditures to date and full year forecasted expenditures. The Province will recover any unclaimed Operational Funds.

In future fiscal years, if the Recipient has had either shortfalls or excess Client volumes as compared to their Call for Proposal Response the Province may increase or decrease their Operational Funds by a maximum of 10%.

#### iv. Planning Period Funds

The Province will provide the Recipient with Planning Period Funding, in equal monthly increments, for the duration of the Planning Period. This funding is intended to support the Recipient in undertaking activities as set out in Schedule "C" to:

1. establish the capacity necessary to exercise the appropriate oversight over the Service Provider network within the Catchment Area;
2. build Recipient capacity and knowledge of the local service delivery network; and
3. establish operations including, but not limited to:
  - a. leasing space;
  - b. establishing a presence in the community;
  - c. building partnerships with stakeholders;
  - d. marketing;
  - e. hiring of key staff; and
  - f. developing a web presence, etc.

Planning Period Operational Funding is subject to the restrictions outlined above regarding Operational Funds.



v. Transition Period Funds

The Province will provide the Recipient with Transition Period Funding, in equal monthly increments, for the duration of the Transition Period. Specific costs may vary based on the existing infrastructure and activities of the Recipient.

Transition Period costs may include:

1. leasing space and establishing a local presence in the Catchment Area;
2. implementation of IT infrastructure to support service delivery;
3. hiring of key staff;
4. assessing the effectiveness of the current network, including individual Service Providers, service delivery footprint, client data and outcomes;
5. establishing organizational capacity to administer Service Provider agreements; and
6. costs for developing and administering EO Program and ODSP-ES Service Provider agreements in the Catchment Area during the Transition Period.

Transition Period Operational Funding is subject to the restrictions outlined above regarding Operational Funds.

vi. Service Provider network transition Funds

The Province will provide the Recipient with Service Provider network transition Funding, in equal monthly increments, for the duration of the Transition Period. This funding is intended to be flowed to the Service Provider network to support service delivery during the Transition Period.

Service Provider network transition Operational Funding is subject to the restrictions outlined above regarding Operational Funds.

vii. Integrated ES Delivery phase Funds

The Province will provide the Recipient with Integrated ES Delivery phase Funding, in equal monthly increments, for the duration of the Integrated ES Delivery Period. This funding can be used for expenditures related to the day-to-day direct delivery, or subcontracted delivery, of the components of the Project including supporting administration, utilities, and other operational costs for service delivery.

Integrated ES Delivery phase Operational Funding is subject to the restrictions outlined above regarding Operational Funds.

## **b. Performance-Based Funding**

Performance-Based Funding is only available for Case-Managed Clients who complete the Common Assessment during the Integrated ES Delivery period, and who have an Employment Action Plan developed with their case manager. Once received, Performance-Based Funding forms part of the Recipient's overall funding and may be used at the Recipient's discretion.

- i. Performance-Based Funding is provided to the Recipient when the following conditions, specified in the funding model, are achieved by an eligible Case-Managed Client:
  1. for Case-Managed Clients who enter Integrated ES either unemployed or underemployed as indicated in the Common Assessment and Employment Action Plan, the funded outcome is achieved when a Client is in paid employment where they are working at least an average of 20 hours per week; and
  2. for Case-Managed Clients who enter Integrated ES with employment of 20 hours or more on average per week, as indicated in the Common Assessment, the funded outcome is when the Client is in paid employment where they are working an average of at least 20 hours per week with a new employer.

Performance-Based Funding only applies to Clients who begin receiving Integrated Employment Services during the Integrated ES Delivery Period.

Per-Client Performance-Based Funding will be paid up to the maximum as specified by the Province in the funding model.

The Recipient cannot record an employment outcome unless the required documentation is included in the Client file.

Performance outcomes payments will be paid to the Recipient up to 12 months after the end of the Agreement, where completion / success does not occur during the term of the Agreement, except for in cases where an Event of Default has occurred.

### **ii. Calculation of Performance-Based Conditions**

The calculation of Performance-Based outcomes must be made using the methodology specified in the funding model.

**iii. Performance-Based Funding Monitoring and Required Documentation**

SSMs are required to monitor Clients for Performance-Based Funding outcomes according to the method specified in the funding model.

The required documentation to support Performance-Based payments is specified in the funding model. It is the responsibility of the Recipient to ensure that all subcontractors preserve documentation according to section A7.3.

Performance-Based Funding is subject to the restrictions outlined in the funding model.

**iv. Billing of Performance-Based Funding**

The Recipient will complete and submit a Performance Report, provided by the Province, containing a summary of all Performance-Based Funding Payments approved by the SSM as earned within 15 business days of the end of the quarter, for all Performance-Based Funding that has become payable within that quarter. The Performance Report will contain a breakdown by Client type of the Performance-Based Funding earned in the period. A list of the Client numbers covered in the Performance Report will be attached.

**v. Validation of Performance-Based Funding**

At regular intervals, the Province will randomly select Client cases reported in prior Performance Reports. Once selected, the Province will review copies of the Performance-Based Funding Required Documentation listed above related to the randomly selected Client cases. For clarity, Client Files managed by the Recipient, or any subcontractors are in scope for validation.

If documentation of the samples is found to be deficient or missing, the Province may withhold funding or enact other remedies listed in Article A12.0 of the Agreement.

**c. Employment-Related Financial Supports for Job Seekers and Employers and Financial Supports – ODSP Client Reserve (Financial Supports Funding)**

Financial Supports Funding for Clients are funds available to support Clients (e.g., transportation, equipment), to remove temporary barriers to participation in employment and training activities, and employers (e.g., accommodation supports). Financial Supports Funding will be paid up to the maximum identified in Schedule “D”. During the Transition Period, Service Provider network transition funds, will be paid as Financial Supports for the EO and ODSP programs.

Gift cards are considered cash equivalent and may only be used to fund Employment and Training Supports for Clients under exceptional circumstances.

The Recipient **will not**:

1. Use gift cards to reward or incentivize clients; or
2. Purchase gift cards to minimize underspending of Funds.

The Recipient will track the following information internally to provide an audit trail:

1. Name of the gift card issuer i.e. business name.
2. The amount of the gift card issued.
3. The invoice of the purchased gift card.
4. The name of the Client/Participant who is using the gift card.

The Recipient will ensure that the use of gift cards is managed in accordance with the terms and conditions of this Agreement.

The Recipient will also retain evidence including, but not limited to, proof of purchase and itemized receipts to serve as an audit trail. The Province reserves the right to audit any gift card purchases made by the Recipient.

A portion of the overall Financial Supports allocation is reserved for ODSP clients with a disability who require specialized supports funding. The minimum reserve amount of \$2,000 per projected ODSP Client can only be used to support Clients who are ODSP recipients with a disability. The reserve may be used for both job seeker and employer supports. The Recipient may spend more than the minimum reserve amount on ODSP Clients. To provide support to a Client who is an ODSP recipient with a

disability, the funding can be drawn from the ODSP Reserve or the other pools of Financial Support funding available.

As part of Integrated Case Management, the Recipient will be required to work in collaboration with other partners in the community to ensure that employment-related financial supports are used where needed and do not duplicate funding a Client may be receiving from other sources for the same purpose (e.g., OW, ODSP, Ministry of Health). Individuals who request Financial Supports for purposes outside the scope of Integrated ES should be connected to other external services. There should be no overlap or duplication of funding.

Documentation related to eligibility and amounts of Financial Supports funding are specified in the funding model.

**i. Financial Supports Funding Required Documentation**

The required documentation to support Financial Supports payments are specified in the funding model. The Recipient is expected to develop, use, and share with the Province, their consistent and effective policies for issuing supports across their Service Provider network. Policies should include parameters for eligibility, suitability, funding amounts, timelines, and/or additional documentation requirements. It is the responsibility of the Recipient to ensure that all subcontractors preserve documentation according to section A7.3.

Financial Supports Funding is subject to the restrictions outlined in the funding model. The Recipient will also inform the Province in writing of any intended changes to its Financial Supports policy or policies at least two (2) weeks in advance of any intended change.

**ii. Billing of Financial Supports Funding**

The Recipient will complete and submit a Financial Supports Payment Report, provided by the Province, containing a summary of all Financial Supports Funding Payments approved by the Recipient for submission within 15 business days of the end of the quarter, for all Financial Supports Funding that was granted within that quarter. The Financial Supports Payment Report will contain a breakdown of the Financial Supports Funding granted in the period. A list of the Client numbers covered in the Financial Supports Payment Report will be attached.

### **iii. Validation of Financial Supports Funding**

At regular intervals, the Province will randomly select Client cases reported in prior invoices. Once selected, the Province will review copies of the Financial Supports Required Documentation listed above related to the randomly selected Client cases. For clarity, Client Files managed by the Recipient, or any subcontractors are in scope for validation.

If documentation of the samples is found to be deficient or missing, the Province may withhold funding or enact other remedies listed in Article A12.0 of the Agreement.

## **3.0 Financial Considerations**

### **a. Funds**

The Recipients' use of Funds is also subject to the following limits:

- i. Operational Funds are allocated against an identified level of service as provided in the Call for Proposal Response and subject to the Province's discretion;
- ii. in situations of co-location of the Project with other programs and services, Project Funds will only be used to cover costs directly related to the delivery of the Project; this will be managed by applying Project Accounting principles;
- iii. Operational Funds can be used to cover amortization expenses for Capital Assets directly associated with the effective delivery of the Project;
- iv. Funding amounts allocated to a fiscal year cannot be carried over to a future fiscal year; and
- v. the Recipient should not anticipate additional funds, although the Recipient should discuss any issues with the Province.

### **b. Capital Assets**

The Recipient is not required to report capital asset expenditures or disposals to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with section A7.3 of the Agreement.

**c. Claiming Capital Asset Amortization**

Amortization expenses for assets used directly in program delivery may be claimed against Operational Funds. Amortization expenses must be calculated according to Generally Accepted Accounting Principles. In the case of assets shared with other activities, a pro-rated amount of amortization may be claimed against Operational Funds. The basis of these calculations must be consistent across the term of the agreement and can only be changed with prior written approval of the Province.

**d. Deficits**

The Recipient is accountable for managing the Funds, including funds provided to subcontractors. The Province is not liable to cover any deficit or loss.

**e. Tax Rebates**

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

**f. Sample**

Amount Recipient spent on goods/services	\$100.00
Amount of tax paid (example 13%)	\$13.00
Less amount of tax rebate claimed	<u>-\$10.40</u>
(where rebate equals 80%)	
Amount of tax expenditure	\$2.60
Amount reported as Province Project expenditure	\$102.60

**4.0 Instructions for Reports Required**

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form required by the Province.

**a. Estimate of Payments and Expenditures Report (EPER) and Forecast**

The Recipient will submit to the Province EPER(s) as required in

**accordance with Schedule “F”**. Each EPER will identify:

- i. the total Operational Funds (or Transition Phase Funds) incurred to date and amounts forecasted to be incurred to March 31;
  1. Within Operational Funds, a breakdown of gross amounts provided to subcontractors and a summary of indirect/allocated expense and amortization expenses incurred to date and forecasted to be incurred to March 31.
- ii. the total Performance-Based Funding earned to date and amounts expected to be earned to March 31;
- iii. the Financial Supports granted to date by the SSM, and any subcontractors and amounts expected to be flowed to March 31; and
- iv. a rationale that explains any material variances in reported figures compared to Project allocations.

The Province will provide the Recipient with a template for the EPER. The Recipient will complete the EPER as directed by and in the form required by the Province.

#### **b. Statement of Revenue and Expenditure Report (SRER)**

The Recipient will submit to the Province SRERs as required **in accordance with Schedule “F”**. SRERs are used as the basis for the Province’s annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER. The Recipient will complete the SRER(s) as directed by and in the form required by the Province.

- i. Each SRER will verify that:
  1. Funds have been applied to costs directly related to the Project;
  2. shared costs have been properly apportioned to the Project using Project Accounting principles;
  3. Funds received or expended in prior years for a similar project have not been included;
  4. Funds and expenditures from other sources have not been included in the Report; and



5. Project reported expenditures are net of tax rebates, credits and refunds referred to in section A4.4 of the Agreement.
- ii. The SRER will require a categorization of:
1. Operational Funds provided to each distinct subcontractor;
  2. Financial Supports and Performance-Based funding to each distinct subcontractor;
  3. Operational Funds expended by the Recipient;
  4. Financial Supports and Performance-Based funding earned by the Recipient;
  5. amortization amounts of capital assets;
  6. any overhead or allocated costs charged to the Project, with a breakout of top three amounts by value;
  7. a summary of Performance-Based Funding distributed to delivery partners (if applicable);
  8. profit margins earned by the Recipient for the Project; and
  9. a breakdown of the top three Administrative Costs incurred for the Project.

### **c. Auditor's Report**

The Recipient will obtain an Auditor's opinion on the SRER. The audit of all SRERs will be conducted by an external auditor in accordance with Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures and verify the reasonableness of the assumptions used to record capital asset amortization.

A copy of the full Auditor's Report will be submitted to the Province as directed by and in the form required by the Province. Another copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

**Important Note:** If additional details or corrections are necessary on any of the SRER(s), the Recipient's external auditor will verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER(s).

#### **d. Audited Financial Statements**

The Recipient will submit to the Province complete and unabridged audited financial statements from the most recent available fiscal year.

The audit of the statements must be conducted by an external auditor in accordance with Generally Accepted Auditing Standards.

Instructions for submitting Audited Financial Statements will be available on the EOPG.

#### **e. Representations and Attestations**

**Governance and Attestation.** The Recipient represents, warrants, and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- i. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- ii. procedures to ensure the ongoing effective functioning of the Recipient, including but not limited to the presence of a business continuity plan, detailing steps to mitigate downtime and maintain operations from threats (environmental, technological, or otherwise);
- iii. procedures to enable the Recipient to manage Funds prudently and effectively, including a Recipient-provided account at a Canadian financial institution in the name of the Recipient;
- iv. compliance with relevant legislation, including the *Income Tax Act*, *Canadian Human Rights Act*, *Ontario Human Rights Code*, *French Language Services Act*, *R.S.O. 1990, c. F.32*, *Canadian Income Tax Act*, and Accessibility in its own operations and those of its Service Partners as per *Accessibility for Ontarians with Disabilities Act, 2005*;
- v. compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
- vi. an established system of internal company controls for assurance purposes as per the COSO framework or equivalent;
- vii. procedures to enable the preparation and delivery of all Reports required pursuant to Schedule "H"; and
- viii. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**Supporting Documentation.** Upon request, the Recipient will provide

the Province with proof of the matters referred to in this section.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Kevin Dickins, Deputy City Manager, Social and Health Development

**Subject:** Targeted Expansion of Licensed Child Care through the Canada-Wide Early Learning and Child Care Agreement

**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development:

- 1) This report **BE RECEIVED** for information on Targeted Expansion of Licensed Child Care through the Canada-Wide Early Learning and Child Care Agreement; and;
- 2) The Civic Administration **BE DIRECTED** to append Appendix A of this report to the *London-Middlesex Child Care and Early Years Service System Plan, 2019-2023*.

## Executive Summary

On behalf of the Ministry of Education, the City of London is the Consolidated Municipal Service Manager for licensed child care and early years in London and Middlesex County. Implementation of the Canada-Wide Early Learning and Child Care initiative is a prescribed service system management responsibility of the City of London.

On December 19, 2022, the Ministry of Education introduced a draft Access and Inclusion Framework to support targeted expansion of licensed child care spaces. This report provides an overview of the Ministry of Education's draft Access and Inclusion Framework for licensed child care and presents two parallel strategies for expansion in 2023: 1) Expedited expansion for 2023 based on current data and service system plan; and 2) Development of a comprehensive Access and Inclusion Plan.

## Linkage to the Corporate Strategic Plan

- Strategic Area of Focus: Strengthening Our Community
- Outcome: Londoners have access to the supports they need to be successful
- Strategy: Improve access to licensed child care and early years opportunities

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- London-Middlesex Child Care and Early Years Service System Plan: 2019-2023 (CPSC: May 28, 2019)
- Neighbourhood, Children and Fire Services Funding Agreement Template (CPSC: December 3, 2019)
- Supporting More Licensed Childcare Spaces (CPSC: May 31, 2022)
- Canada-Wide Early Learning and Child Care System Implementation (CPSC: July 26, 2022)

## 2.0 Discussion and Considerations

### 2.1 Background

#### Service System Management of Licensed Child Care and Early Years

The City of London is the designated Consolidated Municipal Service Manager (CMSM) for Child Care and Early Years in London and Middlesex, operating on behalf of the Ministry of Education. The responsibilities and authorities granted to a CMSM are set out in the *Child Care and Early Years Act, 2014* and include system planning, provision of fee subsidy, administration of operating funding, system capacity-building, and special needs resourcing for licensed child care.

#### Canada-Wide Early Learning and Child Care Agreement

In March 2022, the Government of Canada and the Government of Ontario entered the Canada-Wide Early Learning and Child Care (CWELCC) Agreement, with goals to:

1. Reduce fees for families by 25% beginning April 1, 2022, increasing to 50% as of January 1, 2023, and reaching a provincial average fee of \$10 per day by 2025-2026 for eligible licensed child care spaces;
2. Create 86,000 new high-quality, affordable licensed child care spaces, predominantly through not-for-profit licensed child care;
3. Address barriers to providing inclusive licensed child care; and
4. Valuing the early childhood workforce and providing them with training and development opportunities.

The Ministry of Education has added implementation of the CWELCC system to the CMSM's existing service system management responsibilities through amendments to the *Child Care and Early Years Act, 2014*. Civic Administration has received delegated authority to execute CWELCC funding agreements through the July 26, 2022 CPSC report and associated by-law.

Since then, Civic Administration has engaged licensed child care operators and other key partners in the development of the local CWELCC system, including the development of administrative procedures, an application review process, and a Council-approved CWELCC funding agreement.

Ninety-two percent of licensed child care sites in London-Middlesex opted to participate in the CWELCC system, mirroring the provincial average. Today, fees for CWELCC eligible children (0-6 years) at participating child care sites are 50% lower than before the CWELCC system was introduced.

### 2.2. Ministry of Education's Draft Access and Inclusion Framework

On December 19, 2022, the Ministry of Education introduced a draft Access and Inclusion Framework (framework) to support targeted expansion of licensed child care. Recognizing that demand for licensed child care will increase as it becomes more affordable, the framework introduces a targeted expansion approach, focused on increasing the overall number of child care spaces while also increasing equitable access for underserved families.

#### Access

The Ministry of Education has committed to creating 86,000 new licensed child care spaces throughout Ontario by December 2026, including the more than 33,000 licensed child care spaces created since 2019. Based on modelling socio-economic indicators, the Ministry of Education provided a notional target of 2080 additional licensed child care spaces for London and Middlesex by 2026.

The Ministry of Education's licencing process seeks the CMSM's initial advice on whether proposed child care licence applications would be eligible for CWELCC funding, based on information provided to the CMSM at the time.

Eligibility for CWELCC funding is based on three primary conditions established by the Ministry of Education:

- 1) financial viability of the operator;
- 2) assurance regarding appropriate use of CWELCC funds; and
- 3) alignment with the CMSM's service system plan.

The Ministry of Education introduced the first two conditions during the initial implementation of CWELCC. The Ministry of Education introduced the third condition through regulatory changes on January 1, 2023; these changes also give CMSMs authority to deny CWELCC enrolment and funding where the licence application does not align with the CMSM's service system plans.

### Inclusion

The Ministry of Education has committed to supporting improved access to child care for vulnerable children, including those from low-income families, children from diverse communities, and Francophone and Indigenous children. This commitment includes improving data on barriers to access, implementing targeted strategies, and updating the provincial pedagogical framework, "*How Does Learning Happen?*"

CMSMs are required to develop directed growth strategies that identify priority locations for expansion of child care spaces and append them to their existing Council-approved service system plans. Subsequently, CMSMs are expected to develop full Access and Inclusion plans; the Ministry of Education will provide finalized Ministry materials related to the draft Access and Inclusion framework following additional consultation and review. The finalized framework is expected later in 2023.

### Funding

The Ministry of Education has indicated that the following funding sources will be available to incentivize and support expansion under this initiative:

- Capital start-up grants: The Ministry of Education will be introducing capital start-up grants to support the creation of new licensed full day spaces. Capital start-up grants may be used for retrofits, renovations, or expansion projects, but cannot be used to purchase land or buildings. Operators can receive a grant covering \$90 per square foot of a new or expanded space with a cap of \$350,000 for every 50 child care spaces created.
- CWELCC funding for increased spaces: Through CWELCC participation, child care operators receive funding to offset lost revenue from reduced parent fees and, where eligible, will receive funding to support staff wages. The Ministry of Education will provide additional CWELCC funding to support eligible expanded spaces through this initiative.

These funding sources complement existing funding the CMSM provides to licensed child care operators through federal, provincial, and municipal sources.

## **2.3 Context for Expansion in 2023**

Demand for licensed child care is high, particularly as it becomes more affordable under the CWELCC system. Some child care operators have already expressed interest in expansion through this initiative. At the same time, Council and the Ministry of Education have emphasized the importance of expanding spaces in a way that supports equitable access for families, particularly those from priority populations that have been historically underserved. Civic Administration is committed to developing a thoughtful, responsive plan built on updated data and the needs and voices of families in London and Middlesex.

To balance the urgency of demand for licensed child care spaces with the need to grow in a way that supports access and inclusion for families, Civic Administration has developed two parallel strategies for 2023:

- 1) Expedited expansion for 2023 based on current data and the Council-approved *Child Care and Early Years Service System Plan, 2019-2023*
- 2) Development of a comprehensive Access and Inclusion Plan

## 2.4 Expedited expansion for 2023 based on current data and service system plan

### Directed growth strategy

In January 2023, the Ministry of Education asked CMSMs to confirm the viability of notional targets and indicate priority locations for targeted expansion based on the objectives of the Ministry’s draft Access and Inclusion framework. To develop an initial directed growth strategy, Civic Administration gathered existing data on child care demand and neighbourhood-based socio-demographic indicators. Civic Administration also worked with school boards to identify the projected number of, and opening date for, school-based licensed child care spaces between 2023 and 2026. Of the 2080 spaces modelled for London and Middlesex, 582 are projected to be school-based spaces and 1498 are projected to be community-based spaces.

For the provincial submission, London data was analyzed at the planning district level and then aggregated at the “quintile” level to identify initial regional priorities for expansion, alongside Middlesex data calculated with the same methodology:

Area	Notional spaces
Central London	128
Northeast London	390
Northwest London	416
Southeast London	350
Southwest London	476
Middlesex County	320
<b>Total spaces</b>	<b>2080</b>

This allocation serves as an initial guide for prioritization and is expected to be refined over time. A detailed breakdown of indicators and data is provided in Appendix A. The information in Appendix A will be appended to the current *London-Middlesex Child Care and Early Years Service System Plan, 2019-2023*; together, these components comprise the initial directed growth strategy.

### CWELCC funding eligibility advice

Following receipt of this report by Council, existing and new operators will be invited to formally share the details of their licence request with the CMSM as soon as possible to expedite the CWELCC eligibility review and subsequent provincial licensing process. Civic Administration will be prioritizing projects that can reasonably estimate project completion by December 31, 2023.

Operators interested in expansion will complete a London-Middlesex application form to identify the number and location of proposed new spaces and provide a statement on how the proposed spaces will support accessibility and inclusivity for groups prioritized in the draft Access and Inclusion framework. That information will then be reviewed by Civic Administration based on the following criteria:

- financial viability of the operator
- assurance regarding appropriate use of CWELCC funds
- alignment with the CMSM’s directed growth plan, including:
  - need for child care at that location (based on overall demand and socio-demographic indicators related to priority groups)

- statement on access and inclusion approach for priority groups

The SSM will give consideration for maintaining the ratio of non-profit to for-profit licensed child care spaces under CWELCC, extending the Ministry of Education's commitment to maintain the proportion of non-profit spaces at 70% or higher provincially.

If the review determines the request would likely not be eligible for CWELCC funding, Civic Administration will contact the operator to determine whether alternative approaches are viable. All advice will be documented.

When the CMSM provides its advice regarding likelihood of CWELCC funding eligibility, a Ministry-provided advice form will be completed for the applicant. Advice provided by the CMSM at this stage is based on information at the time and does not constitute a decision or promise made for CWELCC funding following the completion of the licensing process. Eligible operators remain responsible for working with the Ministry of Education to complete the provincial licensing process.

### Completing the licensing process

Once the provincial licensing process is complete, Civic Administration will then follow its established processes for reviewing and entering into CWELCC funding agreements with eligible operators.

## **2.5 Development of a comprehensive Access and Inclusion Plan**

Concurrent with the 2023 expansion approach, Civic Administration will develop a comprehensive London-Middlesex Access and Inclusion Plan based on the draft Ministry framework. This plan will focus on updating data, engaging families and operators, and identifying concrete strategies to drive how licensed child care expansion occurs in future years and, more broadly, how barriers can be reduced across the existing child care and early years sector.

The resultant plan will identify:

- Where and how families – especially families within the provincially prioritized groups – want to access licensed child care and early years services;
- Current access and inclusion barriers within the licensed child care and early years system, and how those barriers can be removed;
- What supports operators and staff need to provide more accessible and inclusive early learning environments;
- The application of the City of London's Equity Tool to barrier reduction; and
- What the CMSM can do to best support accessibility and inclusivity across the child care and early years system.

Following the development of the London-Middlesex Access and Inclusion Plan, Civic Administration will determine whether changes are required to the 2023 expansion approach described above to guide future licensed child care expansion.

Development of the London-Middlesex Access and Inclusion Plan will occur as part of the renewal of the Council-approved *London-Middlesex Child Care and Early Years Service System Plan*, which guides the direction of the sector and the activities of the Service System Manager and system partners. By aligning the development of the Access and Inclusion Plan with the renewal of the Service System Plan, Civic Administration can coordinate community consultations to avoid duplication of effort as well as embed the principles of access and inclusion across all elements of the plan.

The renewed London-Middlesex Child Care and Early Years Service System Plan, including the Access and Inclusion Plan, will be presented for Council approval at a future CPSC meeting.

## **2.6 Next Steps**



Upon receipt of this report by Council, Civic Administration will implement the expedited expansion approach for 2023 and continue the concurrent development of the comprehensive London-Middlesex Access and Inclusion Plan as part of the London-Middlesex Child Care and Early Years Service System Plan renewal.

### **3.0 Financial Considerations**

Additional CWELCC funding and capital start up funding to support the creation of spaces through this initiative will be 100% funded through the bi-lateral agreement between the Province of Ontario and Government of Canada. This funding has not yet been provided to the City of London but is anticipated to be provided following the approval of the provincial budget in spring 2023.

There are no anticipated impacts to the municipal budget through this initiative.

## **Conclusion**

Licensed child care is foundational to supporting early childhood development, learning, well-being, and student success. It also enables workforce participation, particularly for women, both as parents and providers.

As Service System Manager for Licensed Child Care and Early Years, the City of London works to support a high-quality, accessible, affordable, and inclusive licensed child care and early years system. Implementation of the CWELCC system, including the Access and Inclusion Framework, will help to further these objectives by creating a more accessible and inclusive licensed child care system for London families. A two-pronged implementation approach in 2023 balances both the need for growth and the need to develop a robust Access and Inclusion Plan.

The additional targeted licensed child care spaces created within the London-Middlesex Access and Inclusion Plan will create significant impact in the lives of Londoners by supporting more children to access high-quality, accessible, affordable, and inclusive early learning opportunities, while allowing their caregivers to pursue employment or education.

**Prepared by:** Martha Ludlow, Manager, Child Care and Early Years

**Submitted by:** Trevor Fowler, Director, Child Care and Early Years

**Recommended by:** Kevin Dickins, Deputy City Manager, Social and Health Development

## Appendix A: London-Middlesex Directed Growth Strategy (2023)

### Overview

As Consolidated Municipal Service Manager (CMSM) for Child Care and Early Years in London and Middlesex, the City of London administers the CWELCC system under Ministry direction. Beginning in 2023, the Ministry of Education has updated its licensing process, and CMSMs now provide advice to licence applicants on their eligibility for CWELCC funding, including alignment with the CMSM's directed growth strategy as outlined in its service system plan. This strategy's intention is to support access and inclusion and guide expansion where need is greatest.

Advice provided by the CMSM at this stage is based on information at the time and does not constitute a decision or promise made for CWELCC funding following the completion of the licensing process. See O. Reg. 137/15, s. 13(1) for more information.

The City of London's advice on CWELCC enrolment will be based on the factors in ss. 77.3(2) of Regulation 137/15:

- financial viability of the operator
- no concerns regarding misuse of funds
- alignment with the CMSM's directed growth plan, including:
  - need for child care at that location (based on overall demand and socio-demographic indicators, as outlined in data table below)
  - statement on access and inclusion approach for priority groups

The SSM will also give consideration for maintaining the ratio of non-profit to private spaces, extending the province-wide principle for expansion from the Ministry of Education.

### Financial viability of the operator

The CMSM will follow established administrative practice developed through the initial implementation of CWELCC.

### No concerns regarding misuse of funds

The CMSM will follow established administrative practice developed through initial implementation of CWELCC.

### Alignment with directed growth plan

As part of a broader access and inclusion plan, the directed growth strategy is geographically focused, intended to support expansion of child care where need is greatest based on socio-demographic indicators aligned with the Ministry of Education's draft Access and Inclusion framework.

The data provided below will support operators in planning for expansion and the CMSM in reviewing CWELCC funding eligibility. The information below is aggregated at the regional level; the CMSM will draw on more specific data points to work with operators on suitable locations when providing advice on CWELCC funding eligibility.

### Notional Expansion Targets in London and Middlesex

<b>Area</b>	<b>School-based spaces</b>	<b>Community-based spaces</b>	<b>Total spaces</b>
Central London	0	128	128
Northeast London	176	214	390
Northwest London	127	289	416
Southeast London	88	262	350
Southwest London	88	388	476
Middlesex County	103	217	320
<b>Total spaces</b>	<b>582</b>	<b>1498</b>	<b>2080</b>

### Demographic Indicators and Aggregate Scores

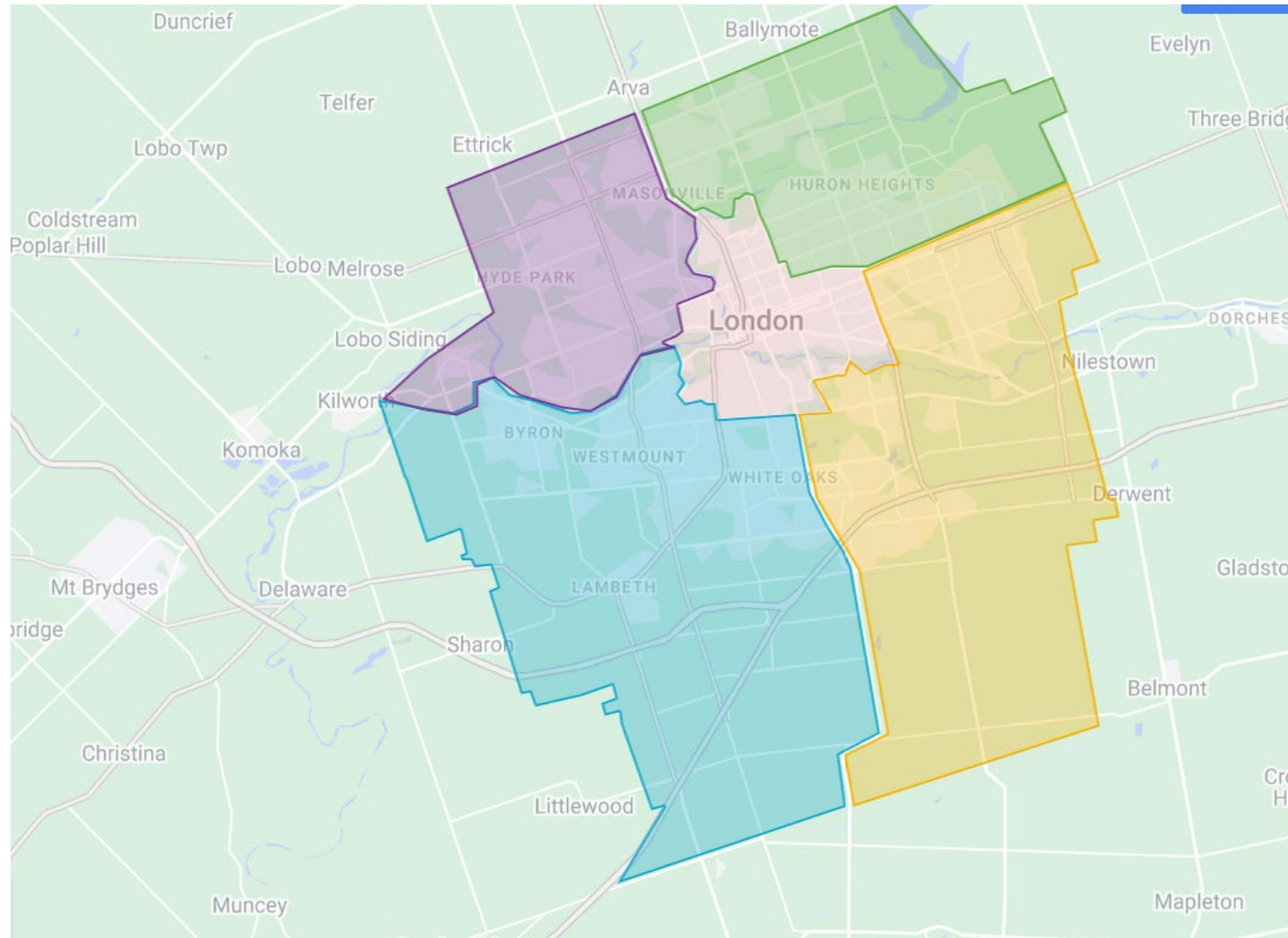
The indicators and associated data sets identified below were selected to inform demand for targeted licensed child care growth, in alignment with the populations prioritized by the Ministry of Education. Each of the indicators is weighted equally in the calculations that determined prioritization of geography. As additional and more updated data becomes available, the modelling will be revised.

Region	Indicator #1	Indicator #2	Indicator #3	Indicator #4	Indicator #5	Indicators #6-8
	Proportion of demand to reach provincial target access ratio of 37% (per 2016 Census and Licensed Spaces)	Proportionate Presence of Indicator: Language Most Spoken at Home as French (per 2016 Census)	Proportionate Presence of Indicator: Indigenous Identity (per 2016 Census)	Proportionate Presence of Indicator: No knowledge of either English or French (per Census 2016)	Proportionate Presence of Indicator: Immigrated to Canada between 2006-2016 (per Census 2016)	Proportionate Presence of Indicator: Family Centre Priority Ranking* (incl. EDI % Vulnerability; Low Income Measure; 0-4 Population) (per EDI Report, 2016 Census)
South West London	26.07	22.21	23.24	25.25	25.98	30.10
North West London	15.62	30.15	16.99	22.26	26.56	18.51
South East London	20.34	16.88	26.92	15.67	15.76	17.95
North East London	15.16	12.46	16.89	21.26	18.97	12.07
Middlesex County	19.57	8.95	0.82	7.89	5.64	13.03
Central London	3.25	9.35	15.15	7.69	7.11	8.34
<b>Total</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>

Data sources: Statistics Canada 2016 Census; Ontario Child Care Management System.

\*The Family Centre Priority Ranking was developed through community partner consultation in 2018-19 to inform the EarlyON funding model. It is comprised of three data elements (percent vulnerability on one or more indicators on the Early Development Instrument; Low Income Measure; and 0-4 population).

Quintile Map: City of London



## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee  
**From:** Kevin Dickins, Deputy City Manager, Social and Health  
Development  
**Subject:** Unity Project Relocation Capital Support Contract  
Amendment  
**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to a contract amendment for Housing Stability Services Programs for emergency sheltering.

- a) One-time contract amendment as per the Corporation of The City of London Procurement of Goods and Services Policy Section 20.3.e **BE APPROVED** at a total estimated cost of \$762,000 to support the Unity Project for the Relief of Homelessness, Temporary Hotel Accommodations, in the amount of \$62,000 and the Unity Project for the Relief of Homelessness, Existing Shelter Capital Retrofits, in the amount of \$700,000;
- b) That Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project, and;
- c) That the approval given herein **BE CONDITIONAL** upon the Corporation amending a Purchase of Service Agreement.

## Executive Summary

To ensure the continuity of service levels for Unity Project for the Relief of Homelessness (Unity Project) emergency shelter services in 2023, Housing Stability Services is seeking approval to provide additional one-time funding to support the ongoing operations and short-term capital needs of this organization. Unity Project has experienced ongoing impacts from the Covid-19 pandemic in which their service delivery model and location was altered to serve those most marginalized and are requesting additional one-time funding to support ongoing operations, as outlined below.

Unity Project is a people centred housing focussed shelter that meets people where they are, without judgement, offering safe, low barrier inclusive care that is violence and trauma informed and underpinned by a consistent harm reduction approach.

In order, to continue to provide current service levels for 2023 and beyond, Unity Project has indicated they require an additional \$62,000 in funding to support current hotel costs for one additional month (April 2023) as part of their existing service delivery model as that temporary location winds down. As of May 1<sup>st</sup>, the emergency shelter program will move back into their existing facility at 717 Dundas Street. Unity Project is also undertaking a capital retrofit project to increase the capacity of their existing facility to accommodate the amount of people they were able to provide services and supports for through their hotel response, which is estimated to cost an additional \$700,000.

Civic Administration recommends that funding to support this program be provided through a contract amendment to the existing Unity Project purchase of service (POS) agreement with The City of London. Pending approval, Housing Stability Services will amend Unity Projects funding agreement to provide this additional one-time funding.

## Linkages to the Corporate Strategic Plan

2019-2023 Strategic Plan for the City of London

The City of London identifies ‘Strengthening Our Community’ and ‘Building a Sustainable City’ as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighborhoods and across the city.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London’s Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

## **Analysis**

### **1.0 Background Information**

#### **1.1 Previous Reports Related to this Matter**

- Housing Stability Services – Single Source Procurements (CPSC: May 31, 2022)
- Single Source Award Recommendation for Housing Stability Service Programs; Including Outreach, Emergency Shelter and Housing Stability Bank (CPSC: February 1, 2022)
- 

### **2.0 Discussion and Considerations**

#### Background

Unity Project has been operating emergency shelter, supportive housing and housing stability programming for individuals and families experiencing homelessness at its Dundas street facility since 2003. At the outset of the pandemic they shifted their emergency shelter operations to a hotel and leased the rear building on their property to London Cares for the operation of their resting space program.

Unity Project provides a number of services including short-term accommodation and basic needs, housing outcome focused emergency shelter, supportive housing, and housing stability programming that meets people where they are, without judgement, offering safe, low barrier inclusive care that is violence and trauma informed and underpinned by a consistent harm reduction approach.

Unity Project adapts Housing First principles to the emergency shelter context to help people to obtain and maintain housing and to achieve wellness and belonging in community. They help people to end their experience of homelessness and help the City of London advance the Housing Stability System.

Unity Project supports and services align with the Health and Homelessness Whole of Community System Response and is driven by a set of values and principles that honours individual experiences, provides a supportive system of mutual respect and care, ensures individual right of choice, promotes dignity, applies a harm reduction approach, is trauma and violence informed, implements shared practises in accountability and engagement, is informed by the social determinants of health and accounts for the voices of those with lived and living experience who use their services.

The configuration of Unity Project’s property – two buildings including a front and rear facility – allows for orienting its shelter entrance toward the rear of the property, providing privacy to its participants and sensitivity to neighbours and the streetscape. Unity Project’s 2011 award of Heritage Designation and their façade restoration of its Dundas

Street frontage, reflects a further indication of the organization's consideration of community.

In 2017, Unity Project developed an Emergency Shelter Housing First Toolkit to transform their operations to a model that helps residents secure and maintain stable housing. The organization states that its goal is "to make a stay at our shelter as comfortable, productive and as short as possible."

Unity Project currently receives funding to operate 40 emergency shelter rooms through their existing 2022/23 purchase of service agreement. In 2020, Unity Project was required to vacate their existing facility as it did not meet new COVID-19 guidelines for congregate living settings. Since April 2020, Unity Project has been operating the emergency shelter program out of a local hotel, at an additional cost. Funding for hotel rooms was provided through 2022/23 Ontario Social Services Relief Funding, which ends March 31, 2023 (see CPSC: May 31, 2022).

Prior to the pandemic, Unity Project operated 37 emergency shelter beds at 717 Dundas St. with a mix of 22 beds in dorm style rooms with 24-hour access rooms and 15 resting space style beds that were first come first serve every night in converted common spaces. Unity Project also offered drop-in services at this location providing basic needs, washroom access, crisis intervention and related supports. This configuration had the building overcrowded and staff managing too much activity throughout the day.

In the move to hotel operations and having to ensure adequate management of potential outbreaks of Covid, Unity Project identified that they could not return to the Dundas location and offer services in the same manner. Over the past two years, Unity Project have tried unsuccessfully to find other options for relocation as the hotel option was not sustainable. Every potential option considered would have required at minimum a million dollars in capital retrofits and renovations, plus an increase to annual operating expenses due to significant leasing costs. The search for property was aided by a local real estate firm.

While seeking options to continue to support individuals in an effective and safe manner, Unity Project learned of Pallet structures, which are purpose built for emergency shelter and transitional accommodation. Unity Project identified that their property on Dundas Street could be reconfigured, utilizing the outdoor and indoor space to provide rooms for 40 people. In this new configuration, Unity Project will not be providing first-come first-serve beds nor drop-in services. They will be instead focusing on 24-hour access for those 40 beds and prioritize housing-focused case management support to work with people from coordinated access intake to link to permanent housing. The indoor space would be renovated to use the current space more efficiently as double/triple occupancy rooms with an additional washroom added to the building.

The fenced parking lot that exists between the two buildings on site and the backyard would contain 13 Pallet structures to accommodate 26 people. The Pallet structures would be oriented away from street view to provide privacy for the residents and a buffer for the community. The Pallet structures will be connected to electricity with each unit having a heating/cooling unit, fire safety features, emergency call buttons, sleeping area and storage. With three staff on shift from morning to night, there will be adequate resources to manage both the indoor and outdoor space.

Unity Project has been active in a capital campaign to secure and build a new modernized facility. Until the capital campaign is complete, and a new facility is built, Unity Project will be returning temporarily to their existing facility and undertaking a capital retrofit project to ensure they can provide supports and services to meet their 2023-24 service levels. Funding for the capital retrofit will be subject to compliance with all applicable law.

Unity Project is experiencing a delay in moving out of the hotel facility and has requested \$62,000 in additional funding to support one additional month at the hotel until the program can return to their existing facility. Civic Administration recommends providing this additional one-time funding to support the ongoing operations of this emergency shelter program. As part of the transition back to the Dundas Street location, a number of



individuals in the current hotel are in the process of securing housing and it is anticipated by the time of the move at least 5 individuals will have moved into permanent housing.

Procurement

Civic Administration recommends that the one-time contract amendment for The Unity Project be made under Section 20.3 e) of The Corporation of The City of London Procurement of Goods and Services Policy. As City Council must authorize contract amendments when:

- I. the total amended value of the contract will be greater than the administrative (Deputy City Manager) approval threshold; or
- II. the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of contract value, whichever is greater, and there are funds available.

**3.0 Financial Impact/Considerations**

The total cost to support Unity Project with one-time additional funding is estimated at \$762,000. Funding will be provided through Housing Stability Services existing 2022-23 one-time federal funding through the Reaching Home: Canada’s Homelessness Strategy funding.

The funding breakdown of this request is as follows:

<b>Item:</b>	<b>Forecasted Cost:</b>
Additional Hotel Rooms for April	\$62,000
Shelter Renovation	\$197,000
Purchase 13 pallet structures including planning, site installation and remediation work	\$503,000
<b>Totals</b>	<b>\$762,000</b>

**Conclusion**

This report seeks Council approval for contract amendment in the total amount of \$762,000 for Unity Project for the Relief of Homelessness Temporary Hotel Accommodations and Unity Project for the Relief of Homelessness Capital Retrofits.

**PREPARED BY: Kate Green, Manager, Housing Stability Services**

**SUBMITTED BY: Craig Cooper, Director, Housing Stability Services**

**RECOMMENDED BY: Kevin Dickins, Deputy City Manager, Social and Health Development**

Hello,

I'm writing to request delegation status for the Community and Protective Services Committee Meeting on Tuesday March 21, 2023 to speak to the agenda item regarding the Unity Project request for support.

Please let me know if you require further information.

Thank you,

Chuck Lazenby  
Executive Director  
Unity Project

## Report to Community and Protective Services Committee

**To:** Chair and Members,  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

**Subject:** London Fire Department Emergency Tanker Repair

**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following report, in accordance with Section 14.2 of the Procurement of Goods and Services Policy, the London Fire Department Emergency Tanker Repair **BE RECEIVED** for information.

## Executive Summary

This report updates Council on the emergency repair of a London Fire Department tanker to manage interruptions to level of service and ensure the vehicle passes its annual Ministry of Transportation certification inspection.

## Linkage to the Corporate Strategic Plan

The London Fire Department Emergency Tanker Repair report is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2019-2023:

- Strengthening our Community – Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

## Analysis

### 1.0 Background Information

#### 1.1 Context

The London Fire Department (“LFD”) relies on having spare vehicles available to replace front-line vehicles that require maintenance. Without an adequate number of spare vehicles, the level of service is impacted. The LFD works to mitigate this type of situation by having all apparatus regularly serviced by the LFD Mechanical Division and by placing large apparatus on a lifecycle schedule that is in the process of being reduced to fifteen years.

The LFD has two front-line tanker vehicles and one spare. These vehicles are used for water support in non-hydrant areas as well as for blocking roads following an incident, providing a safe work area for on-scene responders and others involved in the incident. If a tanker must be taken out of service for any reason, the spare will be moved to front-line until the original vehicle can be put back on the road.

## 2.0 Discussion and Considerations

### 2.1 Severity of Issue Leading to Emergency Tanker Repair

During a snowstorm in December, one of the LFD's front-line tankers, Tanker 11, was involved in a highway accident where it sustained damage while blocking another incident scene. It was towed to Carrier Emergency Vehicles in Brantford, Ontario for repairs, where it was given a full assessment. The work required to fix the damage caused by the accident was completed through insurance. Prior to this issue, from a previous vehicle assessment, it was discovered that the tanker required a frame rail replacement due to significant frame corrosion and impending failure. Replacing this frame rail was required to bring the tanker up to a condition whereby it will pass its next Ministry of Transportation ("MOT") certification inspection to be safe for use. Conducting this frame rail replacement at the same time the accident work was being done limits the time the vehicle will be out of service.

Tanker 11 was purchased in 2012 and is scheduled for lifecycle replacement on the front line in 2026, at which time this vehicle will become a spare. There is a potential of maintaining this vehicle as a spare until 2032. Replacing the corroded frame rail as soon as possible will allow the LFD to put this tanker back into service for several more years than if it were to be decommissioned, thereby providing return on investment.

Following the Tanker 11 accident in December, the spare tanker was moved to front-line service to replace the damaged vehicle and provide continuance of service levels. This left the LFD with no spare tankers in case another one had to be pulled out of service for any reason. To address this urgent timeline, it was imperative that the LFD proceed with the frame rail replacement while the tanker was having the accident-related damage repaired.

Prior to the accident, work was underway to schedule the frame rail replacement in order for the vehicle to pass the 2023 MOT inspection. The Acting Fire Chief, supported by the Deputy City Manager, directed staff to move forward the repair at the same time the vehicle was out of service. This will enable the vehicle to be back in service in a timely manner, ensuring public safety. Therefore, as per Section 14.2 of the Procurement of Goods and Services Policy (see below), the Deputy City Manager, Neighbourhood and Community-Wide Services provided approval to have this repair completed while the tanker was in for accident-related repairs. Work on this vehicle will continue, with the anticipated back-in-service date being the end of June 2023.

#### Section 14.2 of the Procurement of Goods & Services Policy

##### Procurement in Emergencies

For the purposes of this section, "Emergency" means an event or occurrence that the City Manager or Deputy City Manager deem as an immediate threat to:

- Public health;
- The maintenance of essential City services; or
- The welfare and protection of persons, property, or the environment; and the event or occurrence necessitates the immediate need for goods or services to mitigate the emergency and time does not permit for a competitive procurement process.

In the event of an Emergency, the City Manager or Deputy City Manager and their respective delegates, Fire Chief or a Deputy Fire Chief, or Chief Building Official or Deputy Chief Building Official, are authorized to enter into a purchase agreement without the requirement for a formal competitive process.

A list of pre-qualified suppliers will be used to select the suppliers, whenever possible.

Where the procurement cost to mitigate the Emergency is anticipated to exceed \$50,000, there must be a notification sent (e-mail contact is acceptable) to the Manager of Purchasing and Supply (or delegate). The steps taken to mitigate the Emergency must always be clearly documented regardless of amount and where the aggregate costs for a single supplier are in excess of \$50,000, the emergency procurement shall be reported by the responsible Deputy City Manager to Committee and City Council (including the source of financing) at the next scheduled meeting following the event.

## **2.2 Details of Expense**

The costs to repair the damage received during the accident in December are covered by insurance and were separate from this emergency expense. The frame rail replacement came to \$72,186.11 CAD (excluding HST) and a Purchase Order was issued to Carrier Emergency Vehicles for this work.

## **3.0 Next Steps**

The LFD will continue to have all vehicles regularly inspected and serviced by its Mechanical Division. There are a few front-line vehicles in the fleet expected to need significant maintenance before their current lifecycle is complete. Plans are being made to mitigate these expenses.

The 10-year Fire Master Plan provides an overall vision, direction, and guidance for Council to make decisions about service improvements and enhancements through fire hall locations, fleet lifecycle replacement, and any other elements that affect the delivery of fire services to match the growing needs of the community. As part of the implementation of this Plan, the LFD is beginning the process of decreasing the current lifecycle of all front-line fire department vehicles from twenty years to fifteen years.

Actions to gradually reduce this lifecycle are underway that will assist in avoiding future potential fleet shortages. Considering this, a multi-year capital asset management plan is being developed to address immediate vehicle needs within the upcoming 2024-2027 Multi-Year Budget and beyond. This plan will lay out replacement years and estimated costs of emergency and non-emergency vehicles in the LFD's fleet.

## **4.0 Financial Impact/Considerations**

Funding to address this emergency repair was accommodated within the Fire operating budget.

## **Conclusion**

Emergency frame rail replacement for a tanker vehicle as per Section 14.2 of the Procurement of Goods and Services Policy was required to manage the impact to service levels and to maintain essential City services.

**Prepared by:** Katerina Barton, Manager, Finance and Planning, Fire Services

**Submitted by:** Richard Hayes, Acting Fire Chief

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

c: Jason Davies, Manager III, Financial Planning and Policy  
Steve Mollon, Manager, Purchasing and Supply, Finance Supports  
Vanetia R, Solicitor I, Legal Services  
Jason Wills, Manager III, Risk Management, Legal Services

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

Anna Lisa Barbon, Deputy City Manager, Finance Supports

**Subject:** Infrastructure Update – Thames Outdoor Pool

**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services and the Deputy City Manager, Finance Supports, the following actions be taken for Thames Outdoor Pool:

- a) Decommission Thames Outdoor Pool and explore future recreation and sport opportunities suitable to Thames Park and the surrounding neighbourhood (Option Five) **BE APPROVED**.
- b) Civic Administration **BE DIRECTED** to undertake the following:
  - i. Engage the neighbourhood on implementation of a future spray pad in the neighbourhood;
  - ii. Continue to explore other recreation and sport infrastructure opportunities suitable for Thames Park and in alignment with the Parks and Recreation Master Plan; and,
  - iii. Continue to analyse aquatic demand and assess the feasibility of including a 50-meter indoor pool at a future community centre build.
- c) Civic Administration **BE DIRECTED** to report back to Council on the costs and timelines associated with decommissioning Thames Outdoor Pool and building a spray pad at a future Community and Protective Services Committee (CPSC) meeting, noting that any costs will be built into the 2024 – 2027 Multi-Year Budget.

## Executive Summary

In the spring of 2022, major infrastructure issues were identified at Thames Outdoor Pool which resulted in the closure of the amenity for the 2022 outdoor season. This report provides information on aquatic service delivery, the history and usage of Thames Pool, the causes of the infrastructure issues identified, and provides a recommendation for Council consideration on the future of Thames Outdoor Pool.

## Linkage to the Corporate Strategic Plan

The Infrastructure Update – Thames Outdoor Pool report is aligned with the following strategic area of focus in the City of London Strategic Plan (2019 – 2023):

- Building a Sustainable City, under the outcome London's infrastructure is built, maintained, and operated to meet the long-term needs of the community.

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Annual Report](#) (CPSC, January 31, 2023)
- [Recreation and Sport Summer Program Updates](#) (CPSC, May 31, 2022)
- [Parks and Recreation Master Plan Annual Report](#) (CPSC, March 29, 2022)
- [Thames Pool Revitalization](#) (CPSC, February 11, 2008)
- [Thames Capital Replacement Project \(RC2621\)](#) (CPSC, December 10, 2007)
- [Thames Outdoor Pool Capital Replacement Project \(RC2621\) – Public Consultation Process](#) (CPSC, October 29, 2007)
- [Allocation of Provincial Capital Grant](#) (CPSC, May 28, 2007)

### 2.0 Discussion and Considerations

#### 2.1 Background and Purpose

The City of London offers high quality Recreation and Sport programs and facilities that engage residents and visitors of all ages and abilities. Recreation and Sport programs and facilities play a significant role in community building through the facilitation of active and passive activities, opportunities for structured and spontaneous play, and strengthening of neighbourhood connections. These services provide places for people of all ages and abilities to be active and learn new skills, connect with one another, share their interests, exchange ideas, and experience diversity.

The City of London currently operates eleven (11) outdoor pools in the community, throughout the months of June, July, and August, totalling 8-10 weeks of operation each year depending on weather.

The eleven (11) outdoor pools are as follows: Byron, Gibbons, Glen Cairn, Northeast, Northridge, Oakridge, Southcrest, Silverwood, Stronach, Thames, and Westminster.

This is in addition to the six (6) year-round indoor pools: Canada Games Aquatic Centre, South London Community Pool, Carling Heights Optimist Community Centre, East Lions Community Centre, Startech.com Community Centre, YMCA, and Library, and Stoney Creek Community Centre, YMCA, and Library.

The Parks and Recreation Master Plan (PRMP) does not recommend any additional future outdoor pools due to variable demand, high operating costs, the short season, susceptibility to changing weather, and because capacity exists in the current system of aquatic offerings. Instead, the PRMP recommends an increase in the number of year-round indoor pools to serve future growth.

During annual pre-season inspections by City of London staff in spring 2022, major infrastructure concerns were identified, including, but not limited to, shifting of the pool floor, and failure of the piping system at Thames Outdoor Pool, located within Thames Park at 15 Ridout Street South, requiring the closure of the amenity for the 2022 outdoor season.

The purpose of this report is to provide background on aquatic services, including PRMP direction for the future of outdoor pools, provide insight into the causes of the infrastructure concerns identified at Thames Pool, and to provide a recommended course of action for Council consideration.

## 2.2 Thames Outdoor Pool

Below is some information about Thames Pool's history and usage:

- Originally built in 1927 and redeveloped in 2010 to a 50-metre, 8-lane pool, including a beach entry.
- Amenities of the pool include universal changerooms, water slide, and 2 x 1-metre diving boards.
- There are approximately 25,000 visits annually, making up approximately 30% of all outdoor pool visits (approximately 80,000 visitors/year). The next highest usage outdoor pool is Stronach at approximately 9,000 visitors.
- Recreational swim program capacity is 500, which adds to the high visitor total noted above.
- Highest usage activities include (in descending order), recreational swims, lane swims, leadership certifications, swim lessons, and competitive swim rentals.

To maintain service levels for the above programs and services during the closure in 2022, Civic Administration implemented several strategies:

- Worked with competitive aquatic sport organizations to reassign time at other indoor and outdoor aquatic facilities where capacity exists, and amenity mix is suitable.
- Provided free summer swim passes to users of Thames Pool that could be used at any location.
- Provided transportation two days per week from the neighbourhood for set times to other indoor pool locations.

## 2.3 Thames Pool Site and Related Issues

Thames Pool is an outdoor pool complex located at 15 Ridout Street South, within Thames Park. Approximately 70 metres (230 ft.) north of the pool is the south branch of the Thames River. The pool is constructed in the river's floodplain making it vulnerable to hydrogeologic forces, specifically flooding and groundwater. (Appendix A, Photo 1)

The original pool was constructed in 1927 and a major rebuild project, creating the current complex, was undertaken in 2010. During the 2010 construction, a significant flood event occurred causing site damage and a need to redo work already completed.

Other recent incidents and significant repairs include:

- 2016 - Pool deck repairs (\$5,000)
- 2017 - Leaks in circulation lines repaired (\$11,000)
- 2018 - Major flood, height of the Thames River was 1.2m (4 ft.) above pool deck (\$145,000) (Appendix A, Photo 2)
- 2019 - Leaks in return lines repaired (\$15,000)
- 2020 - Flooding reached filtration room, equipment damaged/replaced (\$7,500)
- 2021 - Return lines repaired (\$20,000)
- 2022 - Pool caulking redone and repainted tank floor for waterproofing (\$35,000)

Following the discovery of the infrastructure concerns and failures in the spring of 2022, Civic Administration immediately began seeking out qualified partners to assist with the investigation into the causes of such failure.

In fall 2022, a consulting team, including aquatic designers, building science engineers and geotechnical engineers completed a review of the Thames Outdoor Pool. This work included a review of the construction plans for the 2010 rebuild, construction progress photos and discussions with City of London operational staff regarding the construction and later incidents and repairs. Additionally, a visual assessment, concrete core sample testing, and a soil analysis were completed.

The purpose of the review was to identify the likely cause(s) of the Thames Pool failure and propose potential solutions to remedy the concerns.



## 2.4 Causes of Infrastructure Damage

The consulting team concluded, and there is evidence to support this conclusion, that the Thames Pool has experienced:

- Differential movement in the slab, or pool floor;
- Failures in the piping systems; and,
- A loss of base support.

The repairs required since 2016 would be consistent with these findings.

The most probable cause of the infrastructure damage is hydrostatic uplift pressure or frost penetration below the slab (pool floor). Both are related to the groundwater conditions of the site. A 2007 geotechnical report prepared by Trow Associates prior to the 2010 rebuild found groundwater levels about 2 m (6.5 ft.) below the existing ground surface. The report also cautions higher groundwater levels would occur in wet seasons and when the Thames River level was high.

When frost penetrates soil supporting a structure, groundwater held in the soil can freeze, expanding in volume by approximately 10 percent. This expansion exerts force that can result in movement of the structure. If the movement is uniform, the structure will be displaced equally. If there is differential movement, cracking or other stress on the structure may result.

Hydrostatic uplift pressure occurs when the groundwater levels rise above the base of the structure, putting upwards pressure on the structure. If the uplift pressure exceeds the downwards pressure of the structure, then upwards movement occurs. (Appendix A, Figure 1)

The downwards pressure in a slab-on-grade pool is created in two ways. At the sides, the pool tank walls and surrounding soil exert downwards pressure on the slab. In the middle, it is the weight of the concrete slab and any water in the tank that exert downward pressure. The downwards pressure at the sides is greater than in the middle of the pool so the hydrostatic uplift pressure of high groundwater would result in differential slab movement.

Any movement of the pool slab will result in probable damage to the pool piping system. The protruding floor drain is evidence of significant hydrostatic uplift pressure. (Appendix A, Photo 3). Cracking in the pool slab (Appendix A, Photo 4) and damage at the pool walls (Appendix A, Photos 5 & 6) are the result of differential movement of the pool tank. The extent of the cracking is shown in (Appendix A, Figure 2)

In simple terms, the groundwater pressure resulted in cracking and shifting of the pool tank and damage to the piping.

A geotechnical investigation, including boreholes, completed by Terrapex Environmental in September 2022, found that voids appeared to be present in the granular base material below the pool floor. Leaking from broken piping could create localized voids, but the widespread existence of the voids suggests hydrostatic uplifting has disturbed the granular material. This may have created high and low points in the base material that the slab rests on and additional stress on the slab.

Sand in the floor returns and extruded through cracks in the concrete is evidence of the degradation of the base layer. (Appendix A, Photo 7)

In simple terms, water from leaking pipes and groundwater action has disturbed the sand and gravel base material under the pool.

It is clear from the history of repairs and investigations completed, that Thames Pool has experienced significant and repeated infrastructure damage due to its location in the floodplain. Significant weather events impacting the groundwater level and overland flooding from the Thames River are continuing threats for further damage.

The frequency and severity of weather-related events are increasing, and this also impacts the safe use of an outdoor amenity.

## **2.5 Key Principles**

In preparation for review of the potential options and determination of next steps to address the significant infrastructure damage, Civic Administration identified three key principles to evaluate the options to be considered:

### Service Level Expectations

To provide aquatics programming to meet the needs of Londoners in summer 2023 and beyond. Capacity at all facilities and alternative programming strategies are included in this principle.

### Stewardship of Funds

To consider fiscal responsibility, including operating and capital costs of each option and the inherent risk of groundwater or flooding damage at the Thames Park site.

### Capital Asset Management and Sustainability

To build and maintain infrastructure assets in a sustainable manner, including climate change adaptation strategies. This principle recognizes the changing climate patterns and increased risk of flooding on a year-round basis.

The consulting team completed a detailed review to identify the likely causes(s) of the Thames Pool failure. Based on their findings, the consulting team proposed several potential solutions to remedy the concerns and causes of failure. The section below outlines the alternatives proposed, taking into consideration the key principles that have been identified.

## **2.6 Options Considered for Next Steps**

The five (5) options presented below were reviewed and considered by Civic Administration in the context of the guiding principles when formulating this report's recommended option. These are high level proposals intended to help determine the preferred course of action. Further investigation, design and engineering would be required to support all the options listed below. The options are summarized as follows:

1. Minimum Repairs
2. Extensive Repairs
3. Rehabilitation
4. Rebuild at Current Site
5. Decommission Thames Outdoor Pool and explore future recreation and sport opportunities suitable to Thames Park and surrounding neighbourhood

In all options, strategies to address the underlying cause of the concerns and damage are presented. It is also important to note that each option increases the complexity of the project and the costs associated with it. Additional measures support mitigation and prevention efforts, however, the risk from groundwater and flooding remains at the Thames Pool site.

The primary objective of options one (1), two (2), and three (3) is to monitor and attempt to manage the groundwater to address the underlying cause of the concerns, however, these are not permanent solutions to minimize or manage the risk from groundwater. Flooding remains a continued risk at the Thames Outdoor Pool site. Option four (4) does not eliminate risk from groundwater and flooding at this site, however, a new design specific to the site conditions could mitigate the risks.

The final option is the only option that fully addresses the continued risk of failure and potential ongoing repair costs due to the site conditions. In applying the key principles identified above, option five (5) - Decommission Thames Outdoor Pool and explore future recreation and sport opportunities suitable to Thames Park and surrounding neighbourhood, is the only option that fully supports these principles.

All other options cannot fully mitigate the risk of infrastructure failure at its current site in the floodplain and potential costs to ensure long term sustainability of the capital asset to meet service level expectations.

**Option One – Minimum Repairs**

Scope

- Establish a site well to monitor and manage groundwater conditions.
- Provide additional relief ports in the pool slab to help relieve hydrostatic pressure.
- Remove pool slab, replace below slab piping, reconnect to existing main lines.
- Replace pool slab to existing depth.

Estimated Construction Cost and Duration: \$375,000 - 6 months

<b>Advantages</b>	<b>Disadvantages</b>
Shortest time to return pool to use (approximately six months)	Very short-term solution
Least expensive	Site well is independent of pool piping, rely on gravity and groundwater flow to site well
	High groundwater or floods could cause damage
	Contractors unlikely to offer warranty

**Option Two – Extensive Repairs**

Scope

- Provide site well and additional relief ports.
- Remove pool slab, pool deck and piping – Install new piping.
- Install new wall returns at higher elevations, connect to existing main lines.
- Replace pool slab with thicker concrete to provide more mass.

Estimated Construction Cost and Duration: \$600,000 - 8 months

<b>Advantages</b>	<b>Disadvantages</b>
Relatively short time to return pool to use (approximately eight months)	Short-term solution
Second least expensive	Site well is independent of pool piping, rely on gravity and groundwater flow to site well
Additional slab thickness provides greater mass and offsets the buoyancy of the pool tank to resist uplift	High groundwater or floods could cause damage
Less water volume in tank, improves filtration	Reduced pool depth may affect diving
	Contractors unlikely to offer warranty

**Option Three – Rehabilitation**

Scope

- Provide site well and additional relief ports.
- Install modular gutter with return system, abandon wall returns.
- Install membrane on existing slab, abandon floor returns.
- Install new, thicker slab on top of existing slab.

Estimated Construction Cost and Duration: \$4,000,000 - 12 months

<b>Advantages</b>	<b>Disadvantages</b>
Begins to address longer-term solutions	Groundwater and uplift pressure may cause membrane on existing slab to “bubble”
Eliminates piping outside of pool shell	Reduced pool depth may affect diving
Additional slab thickness provides greater mass and offsets the buoyancy of the pool tank to resist uplift	High groundwater or floods could cause damage
Less water volume in tank, improves filtration	Contractors unlikely to offer warranty

#### **Option Four – Rebuild at Current Site**

##### Scope

- Remove entire pool and deck.
- Construct new pool / aquatic amenities.
- Incorporate design and engineering provisions to mitigate groundwater pressures.

Estimated Construction Cost and Duration: +/- \$12,000,000 depending on design  
16 months

<b>Advantages</b>	<b>Disadvantages</b>
Proper design, engineering, and installation for a floodplain	Most expensive
Longer-term solution but floodplain location still presents ongoing risks	High groundwater or floods could cause damage

The timelines and costs presented in options one to four are estimates for construction only and are based on similar projects completed in the 2020 to 2022 timeframe. Permits, consulting fees, related landscaping costs etc. are not included in these cost estimates.

#### **Option Five – Decommission Thames Outdoor Pool and explore future recreation and sport opportunities suitable to Thames Park and surrounding neighbourhood**

##### Scope

- Thames Outdoor Pool be decommissioned as this site is no longer viable due to increased flooding and groundwater concerns.
- Civic Administration engage the neighbourhood on implementation of a future spray pad in the neighbourhood.
- Civic Administration continue to explore other recreation and sport infrastructure opportunities suitable for Thames Park.
- Continue to analyse aquatic demand and assess the feasibility of including a 50-meter indoor pool at a future community centre build.

<b>Advantages</b>	<b>Disadvantages</b>
Investments in an alternate site not prone to flooding and groundwater concerns is fiscally responsible	Thames Pool is a long-serving community amenity and the only 50 m outdoor pool in the portfolio
A new aquatics facility could address other service needs for other users	Time required to develop an alternative site and design
Redistribute current demand to other facilities that have available capacity	Cost dependent on final design but a more expensive option than repair options
Maximize the use of other pools	
Reduced operating costs on a per visit basis	
Consistent with Climate Emergency Action Plan to build assets with greater climate resilience	

The key principles of Service Level Expectations, Capital Asset Management and Sustainability, and Stewardship of Funds support investment into an aquatics asset that can be adequately maintained for the long term is most fiscally responsible and could meet the needs of multiple user groups.

### **3.0 Financial Impact/Considerations**

If option five (5) is approved, costs and timelines associated with decommissioning Thames Outdoor Pool and building a spray pad in the neighbourhood will need to be further explored with a report back to Council at a future date, noting any costs will be built into the 2024 – 2027 Multi-Year Budget.

Should Council provide Civic Administration direction to pursue an option other than option five (5) as presented, a Source of Financing will need to be identified.

### **4.0 Next Steps**

Upon approval of the recommended option presented, or if any other direction is provided by Council on this item, Civic Administration will immediately begin work on a comprehensive communications plan to inform user groups and the public of the outcome and next steps for Thames Outdoor Pool.

Next steps will build on the strategies used in 2022 to support the neighbourhood to access alternative opportunities. These include but are not limited to:

- Working directly with aquatic sport organizations on planning and securing time at alternate locations for the 2023 outdoor season and beyond;
- Reaching out to users of Thames Outdoor Pool to offer swim passes to other locations for the 2023 outdoor season;
- Exploring transportation options to other locations for the neighbourhood for the 2023 outdoor season;
- Beginning the feasibility process for a spray pad in the neighbourhood; and,
- Aligning future recreation and sport infrastructure with the recommendations in the Parks and Recreation Master Plan and the multi-year budget process.

This does not mean that Londoners experiences were not impacted by the closure in 2022 or will not be impacted by the closure in 2023 (noting all options will keep the amenity closed in 2023), as Thames Outdoor Pool is a destination location and a staple for many in the community.

## **Conclusion**

Thames Outdoor Pool was originally built in 1927 and redeveloped in 2010. It has served the community for almost 100 years and currently accounts for approximately 30% of all outdoor pool visits at London's eleven (11) outdoor pools annually.

This report and the associated recommendations are difficult for Civic Administration, City Council, and the public. Recreation and Sport facilities provisioned by the municipality have a deep connection with those they serve, often crossing generations and creating lifetime memories.

Despite the above, Civic Administration feels the most appropriate course of action for Council to consider is to decommission Thames Outdoor Pool, noting the risk of future infrastructure failure cannot be eliminated at its current site in the floodplain with any of the other options considered.

**Submitted by:** Jon-Paul McGonigle, Director, Recreation and Sport  
Lynda Stewart, Director, Fleet and Facilities

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services  
Anna Lisa Barbon, Deputy City Manager, Finance Supports

APPENDIX A

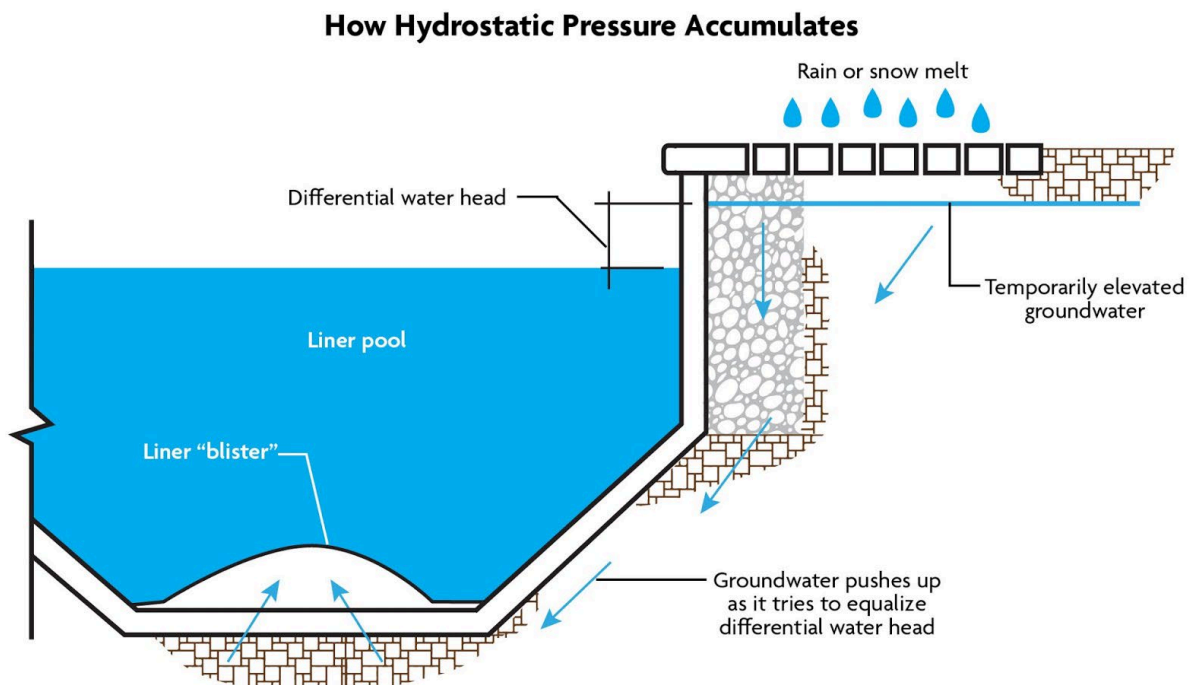
Photo 1 – Stock Aerial Photo of Thames Pool



Photo 2 – Thames Pool Flooding 2018



Figure 1 – Hydrostatic Pressure Diagram



**Photo 3 – Protruding Floor Drain**



**Photo 4 – Spalling of concrete along the crack line evident in the pool slab**

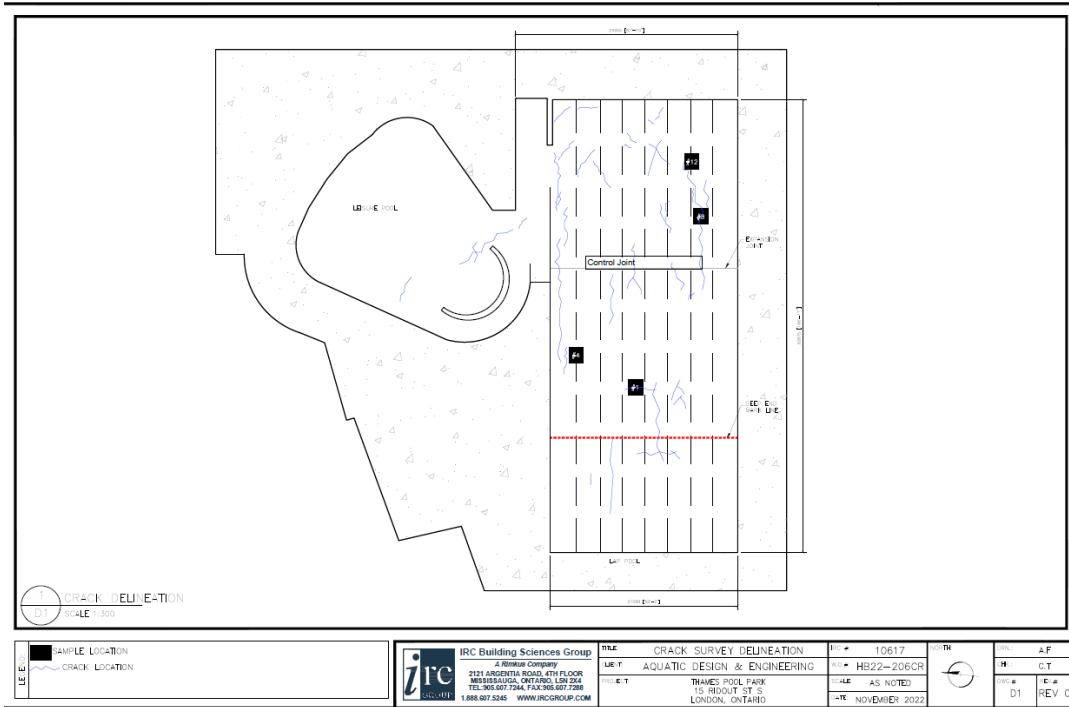


**Photo 5/6 - Indication of Pool Movement**



**Damage to coping and gutter – indication of pool movement, recently repaired**

**Figure 2 – Delineation of cracking in Thames Pool**



**Photo 7 – Subgrade Deterioration**



Hydrostatic pressure evidence: subgrade material forced out along crack line



Hi there,

My name is Cheryl Smith and I was wondering if there would be time for me to speak at the next CPSC meeting on March 21st. The purpose of my presentation would be to share my positive memories at Thames Pool and my concerns with the proposed closure.

I am a born and raised community member of old south.

Please let me know if there would be time and any other information that you would need from me.

Feel free to contact me at

Thank you,  
Cheryl Smith

London Aquatic Club  
1045 Wonderland Road North  
London, Ontario N6G 2Y9

Ms. Elizabeth Pelozo, Chair  
Community and Protective Services Committee  
City of London  
[cpssc@london.ca](mailto:cpssc@london.ca)  
[epeloz@london.ca](mailto:epeloz@london.ca)



cc. Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services  
[csmith@london.ca](mailto:csmith@london.ca)

Ms. Pelozo:

Please accept the following submission as part of the Added Agenda for the Community and Protective Services Committee (CAPS) on March 21, 2023, at 4:15pm. This submission is made on behalf of the Board of Directors of London Aquatic Club (LAC) regarding the March 21, 2023, staff report entitled *Infrastructure Update – Thames Outdoor Pool*.

The Board of Directors of LAC is disappointed to see the recommendation to decommission Thames Pool. LAC is a consistent user of this facility where hundreds of young competitive swimmers in our club participate in the sport of swimming and complete many hours of training during the Spring, Summer and Fall swim season. In addition, Thames Pool is the location of the Annual Paul Hauch swim meet which brings hundreds of visitors to the City of London and is one of the only outdoor competitive swim meets in Ontario.

A 50-metre outdoor pool is a unique asset and should be seen as a cornerstone of the aquatic infrastructure in London. When Thames Pool opens each year, it brings with it the opportunity for clubs like LAC to offer additional training hours for competitive swimmers along with the many recreational benefits to the London community. Decommissioning the pool with no fully developed plan for a replacement site or facility would mean that this asset will be lost for future generations of Londoners.

While the Recreation Master Plan does not emphasize outdoor pools in future aquatic infrastructure builds, the growing competitive swim community continues to value outdoor pools as key locations for Spring, Summer and early Fall programming for which demand is increasing. This increased demand for competitive swimming is in part due to the success of local Olympian and World Champion Maggie Mac Neil who trained at Thames Pool during her time with LAC and during the pandemic when access to indoor pools was limited.

We encourage members of the Community and Protective Services Committee to complete additional community consultation about Thames Pool and its benefits. In addition, we encourage the CAPS committee to closely consider the viability of the other staff recommendations contained in this report including repairing damages and extending the life of Thames Pool. If the staff recommendation is indeed accepted and the pool is decommissioned, a viable plan for a replacement outdoor 50-metre pool must be in place.

We would be happy to meet with members of the CAPS committee, City Council or City of London administration to share more information about the growing sport of competitive swimming and the need for outdoor pools as training facilities in the City of London.

Thank you,

*Mike Cooke*

Mike Cooke  
President, LAC Board of Directors

Dear City Clerk's Office:

Please add the below correspondence to the agenda for the upcoming CAPS meeting if it is not too late:

**Re: Thames Pool Decision**

CAPS Committee Members:

As a father of three and a resident of Ward 11, it is of my opinion that it is imperative that the Community and Protective Services Committee act to ensure that Thames Pool continues to be available for use as the most preferred outdoor pool in our entire city.

As the staff report indicates, Thames Pool is the only 50m outdoor pool in this region, has a capacity of up to 500 users, is fully accessible, and represents 30% of all outdoor pool use across 11 pools and is 3.3x more visited than our next busiest pool.

Olympic Gold Medalist Maggie MacNeil put London on the map worldwide in the 2021 Olympics, after using Thames Pool to prepare for her best-in-the-world performance leading up to the games. She too voiced her support from all the way down in Baton Rouge, Louisiana that Thames Pool remain open: [Link](#)

Staff recommended in their report that it be "fiscally responsible" to decommission Thames Pool. Children in Ward 11 and 13 are already a low priority for recreation in our city, having to travel to other neighbourhoods to access sports teams and splash pads. Thames Pool has been a crown jewel of our neighbourhood for ninety-six years, and a place where many learned to swim, cooled off during a heat wave, and made life long friendships.

You cannot put a price on water safety, and on health and wellness. We know roads continue to crack and the pipes underneath them fail on a yearly basis, yet we continue to repair them with the same methods over and over again. With 30,000 users per summer, it is of my opinion that the per-user maintenance dollars spent to date have been more than valuable given the results they created.

The pool existed renovated but mostly unchanged from 1927 to 2009. There were no flood control structures in the Thames River until the Fanshawe Dam in 1953 and Pittock in 1967. Thames Pool did survive the floods of 1937 and 1947 relatively unscathed, and over 1,100 homes were destroyed and 5 people killed in the 1937 flood. The below picture is of The Coves in that flood, but Thames Pool still stood.



The Children of Wards 11, 13, and the west side of Ward 1 provide some of the heaviest users of Thames Pool, along with many summer camps spread across those areas. My children used to insist that all of their summer camps be the Wortley YMCA camp because they visited Thames Pool 3 times a week. Since the closure, that camp now has to offer sprinklers and kiddie pools in the middle of Wortley Village Green and we now sign them up for Lambeth YMCA Camp.

I've spent the last ten years advocating on behalf of over 1,300 local fathers and their children. We brought Automated Defibrillators to over 35 local schools because they save lives. Strenuous physical activity such as swimming saves lives, as does the opportunity to learn how to swim itself. Local parents and children already cannot get into swim lessons with the City of London because there are not enough spaces. Permanently closing Thames Pool will only make that worse, and put the water safety of local children even more at risk.

Please vote no to the staff recommendation to close Thames Pool on behalf of Londoners, their children, the past ninety-six years, and future generations to come.

Thank you,  
Jeremy McCall

Ward 11 Resident and father of three future pledged lifelong Ward 11 residents



## **FOR IMMEDIATE RELEASE**

**March 19, 2023**

### **Old South Community Organization**

#### **Disappointed with Plan to Decommission Thames Pool**

The Old South Community Organization (OSCO) strongly expresses its deep disappointment in the City of London's proposal to decommission Thames Pool. This proposal is sudden and without community consultation. As a steadfast fixture within the community, Thames Pool has remained a heavily utilized public facility for close to a century providing invaluable supports to the community and serving as a multi-use center. The facility is much more than a pool of water. It is a dynamic community space acting as:

- A classroom where invaluable swimming and first-aid skills are taught.
- A refuge for families without air-cooling options to seek relief during hot summer days.
- A communal space fostering connections between neighbours and neighbourhoods.
- An annual enhancement to many London school programs and day camps.
- A vital training ground for Canada's current and future Olympians.

With Thames Pool providing such a valued service to the community, it is deeply disturbing that the City of London would recommend decommissioning this facility. This sentiment runs throughout the Old South community and the city generally, as many people have relied on Thames Pool for enjoyment, exercise, and escape across multiple generations since its opening in 1927. This continued use has made Thames Pool the most visited outdoor pool within London.

Negative sentiment stems from the sudden release of the Community and Protective Services Committee's plan and the marked absence of community consultation in the plan's development. Not only is the potential loss of this community space devastating to the community, but it is combined with the lack of process and opportunity to voice concerns or examine viable remedial options on this proposal is disheartening. As a result, many people are now expressing a lack of confidence in the City's ability to operate in a fully transparent and consultative manner.

The report outlined by City staff recommending decommissioning Thames pool focuses squarely on short-sighted and narrow financial considerations. Only four of the five options proposed have an attached cost while the cost of decommissioning the pool is glaringly absent from the report. We would assume that decommissioning the facility would also come at a cost of taxpayer dollar. If financial consideration is the sole determining factor of the City, then voting on a report which omits the cost of the recommended option is not appropriate in any capacity.

Further, the report underscores the recent increase in repair costs after the 2010 renovation and this causes reason for concern and investigation. For a structure which has survived on the same grounds for nearly a century, enduring flooding, severe weather events, and repeated human activities, without extensive need for repairs, it raises several questions regarding the 2010 reconstruction. Specifically, we question whether poor design, engineering, and/or construction contributed to the need for greater repairs after the reconstruction of the facility in 2010.

Lastly, the report and its recommendations regard Thames as a singular unit and the recommendations reflect this conception by proposing repairs or reconstruction for all of the facility or none. This linear thinking is unlikely to result in a sustainable solution and is limiting opportunities to seek more appropriate solutions. To support the City in finding a sustainable solution for Thames, the Old South Community Organization is recommending a three-step process.

**Step One:**

Enact the report's first option facilitating minimum repairs. This would provide a window of opportunity whereby the pool would be re-opened to maintain its service to the community with funding for this component drawn from provincial and federal grants and an adjustment in admission prices. This action would provide three simultaneous actions: one, continue service to the community, two, allow time for community consultation, and three, provide a period of time in which long-term solutions will be identified.

**Step Two:**

Seek all available financial options at municipal, provincial, and federal levels. We believe there exist opportunities for funding from the three levels of government that address community building, healthy living, and recovery from the COVID-19 pandemic which are applicable to Thames pool.

**Step Three:**

Our organization respectfully requests an examination of the 2010 reconstruction (engineering plans, construction details, initial and final reports) by an independent impartial consulting engineer and subject matter expert. The aim of this inquiry is to determine if issues with the reconstruction are a contributing factor for the pool's current repairs and to identify all possible solutions to potential contributing issues.

The Old South Community Organization has represented the common interests of the Old South community since 1975. As a non-profit, member-run, volunteer organization, we are dedicated to protecting and improving the quality of life in our community and in our city. We look forward to being a part of this discussion and wish to help our elected officials identify the most feasible

solution that would support the needs of the community. We are confident that together we can arrive at a solution that will maintain Thames Pool and continue to help improve the quality of life in our community and across the City of London.

Sincerely,

Nicole Phillips  
(she/her)

For More Information Contact:

Nicole Phillips  
President  
Old South Community Organization  
167 Wortley Road  
London, ON N6C 3P6  
Email: [info@oscolondon.ca](mailto:info@oscolondon.ca)  
Website: <https://oscolondon.ca/>  
Facebook: <https://www.facebook.com/OldSouthCommunityOrganization>



## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

Anna Lisa Barbon, Deputy City Manager, Finance Supports

**Subject:** Infrastructure Update – Glen Cairn Outdoor Pool

**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services and the Deputy City Manager, Finance Supports, the Infrastructure Update – Glen Cairn Outdoor Pool Report **BE RECEIVED** for information.

## Executive Summary

In the spring of 2022, infrastructure issues were identified at Glen Cairn Outdoor Pool which resulted in the closure of the amenity for the 2022 outdoor season. This report provides an update on the infrastructure issues identified, the steps undertaken to address the issues, and announces the reopening of Glen Cairn Outdoor Pool for the 2023 outdoor season.

## Linkage to the Corporate Strategic Plan

The Infrastructure Update – Glen Cairn Outdoor Pool report is aligned with the following strategic area of focus in the City of London Strategic Plan (2019 – 2023):

- Building a Sustainable City, under the outcome London's infrastructure is built, maintained, and operated to meet the long-term needs of the community.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Annual Report](#) (January 31, 2023)
- [Recreation and Sport Summer Program Updates](#) (May 31, 2022)
- [Parks and Recreation Master Plan Annual Report](#) (March 29, 2022)
- [Parks and Recreation Master Plan Update](#) (June 17, 2019)
- [Community Facility Repurposing Opportunities](#) (December 15, 2015)

### 2.0 Discussion and Considerations

#### 2.1 Background and Purpose

The City of London offers high quality Recreation and Sport programs and facilities that engage residents and visitors of all ages and abilities. Recreation and Sport programs and facilities play a significant role in community building through the facilitation of active and passive activities, opportunities for structured and spontaneous play, and strengthening of neighbourhood connections. These services provide places for people of all ages and abilities to be active and learn new skills, connect with one another, share their interests, exchange ideas, and experience diversity.

The Glen Cairn Outdoor Pool, one of London's eleven (11) outdoor pools, was originally constructed in 1963 as an addition to the arena and is located at 370 Chippendale Crescent in the Glen Cairn neighbourhood in the city's southeast. In 2015, City Council approved the arena for demolition, once the new ice pads were constructed in the Southwest (StarTech.com Community Centre, YMCA, and Library). Community engagement activities on the future of aquatic amenities in the neighbourhood were scheduled for 2020 but delayed due to COVID-19.

Investments in Glen Cairn pool were made in 2021 to open the pool and offer safe outdoor activities during the pandemic. During annual pre-season inspections by City of London staff in spring 2022, deterioration of the pool tank, deck and mechanical systems were noted.

A structural consultant was retained in the spring of 2022 to review Glen Cairn pool and recommended that the pool tank and other structural components would need repairs before it could be deemed safe for public use. Due to the amount of work required, the lack of available contractors, and supply chain issues for materials and parts, completing the repairs prior to the limited 2022 outdoor pool season was not possible.

It should be noted that the following steps were taken by Civic Administration in 2022 to support the community during the 2022 service interruption:

- Provided free summer swim passes to users of Glen Cairn Outdoor Pool that could be used at any location.
- Provided daily transportation from the neighbourhood, for set times to other locations.

The purpose of this report is to provide an update to Council and the community on the status of Glen Cairn Outdoor Pool, most notably that it will be open for the 2023 outdoor season, and to provide information into the repairs completed and associated costs.

## **2.2 Summary of 2022 Infrastructure Issues Identified**

Civic Administration, with the support and expertise of a structural consultant, identified the following infrastructure issues that required repair:

- Delamination, spalling and minor cracking of pool tank and caulking.
- Cracks in concrete slabs of the pool deck.
- Deck and coping concerns.
- Retaining walls were not plumb.
- Pool railings and fences needed repairs.
- Mechanical systems and water supply needed to be upgraded.

These types of repairs are consistent with lifecycle replacements that an outdoor pool would typically require.

As was noted in the [2022 Recreation and Sport Summer Program Updates Report](#), "given the age of the pool and existing conditions observed, the full extent of the repairs will be unknown until the restoration is underway, and it is possible that damages are greater than can be visually observed".

## **2.3 Infrastructure Work Completed to Support Reopening**

Since the issues were identified in the spring of 2022, Civic Administration, along with qualified experts in the field, have worked diligently to complete work throughout the summer and fall of 2022, with work to continue in the spring and fall of 2023.

The following repairs have been, or will be completed, to support the 2023 reopening of the Glen Cairn Outdoor Pool:

- Pool filter tank repairs and maintenance on filter elements.
- Pool heater repairs and maintenance.
- Re-piping of small pool filter, replacement of filter sand and filter elements.
- Extensive concrete repairs of the pool tank along with caulking and paint.
- Replacement of required valves.
- Repairs to the block retaining wall on the north side.

In the fall of 2023, site work to repair the fence and retaining wall on the east side, and additional pool deck repairs will be undertaken.

### **3.0 Financial Impact/Considerations**

There are no immediate financial impacts associated with this report. All work completed or scheduled to be completed can be funded through existing life cycle renewal projects and associated capital budgets.

The total cost to reopen Glen Cairn Outdoor Pool is estimated at approximately \$100,000.

### **4.0 Next Steps**

As is done annually, Civic Administration will communicate with the public on the programs, services, dates of opening, and hours of operation for all outdoor aquatic opportunities.

## **Conclusion**

Civic Administration is thankful to the community for their patience and understanding as the work took place to rectify the infrastructure issues identified in 2022, resulting in the closure of the amenity for the 2022 outdoor season.

**Submitted by:**                      **Jon-Paul McGonigle, Director, Recreation and Sport**  
**Lynda Stewart, Director, Fleet and Facilities**

**Recommended by:**                **Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services**  
**Anna Lisa Barbon, Deputy City Manager, Finance Supports**

## Report to

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Scott Mathers  
Deputy City Manager, Planning and Economic Development

**Subject:** SS-2023-089 - Single Source Procurement to deliver the 345  
Sylvan Street Rapid Housing Initiative (RHI) Round 3 Project

**Date:** March 21, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions **BE TAKEN**:

- a) A single source procurement in accordance with s. 14.4(g) of the Procurement of Goods and Services Policy and associated design-build contract **BE APPROVED** to EllisDon Corporation (“EllisDon”) for the design and construction of a new multi-residential affordable rental housing development at 345 Sylvan Street at the fixed price of \$17,236,735.00, excluding HST;
- b) The proposed by-law, attached as Appendix “A”, **BE INTRODUCED** at the Municipal Council Meeting on April 4, 2023, to:
  - i. Approve the CCDC-14 Design-Build Stipulated Price Contract between EllisDon and The Corporation of the City of London for a multi-residential affordable rental housing development at 345 Sylvan Street (“Agreement”);
  - ii. Authorize the Mayor and City Clerk to execute the Agreement.
- c) **APPROVE** the Sources of Financing Report, attached as Appendix “B”;
- d) **AUTHORIZE** Civic Administration to undertake all administrative acts necessary in connection with this purchase;
- e) **AUTHORIZE** Civic Administration to undertake all administrative acts necessary to prepare an Operations Plan and Budget and to align a future building operator to manage the future affordable rental housing development at 345 Sylvan Street;
- f) **DELEGATE AUTHORITY** to the Deputy City Manager, Planning and Economic Development to approve amendments or amending agreements associated with the Agreement and future building operator.

## Executive Summary

On January 10, 2023, Council approved the Corporation entering into an agreement with Canada Mortgage Housing Corporation (CMHC) for the Rapid Housing Initiative (RHI) Round 3 Cities Stream funding to construct an affordable rental housing development on City-owned lands located at 345 Sylvan Street (the “Site”). The maximum construction timeline to complete projects approved through the RHI Round 3 program is 18 months.

In accordance with s. 14.4(g) of the Procurement of Goods and Services Policy, Civic Administration seeks approval of a single source procurement to enter into a design-build contract with EllisDon to develop the Site to provide for a 3-storey, 42-unit affordable rental housing apartment (the “Project”). The schedule submitted by EllisDon to construct the Project is 16 months and anticipates occupancy to commence in Q3-2024. This approval will ensure that all project expenditures and transactions flow through the City’s financial systems.

In alignment with the proposed by-law attached as Appendix A, Civic Administration seeks approval for the CCDC-14 Design-Build Stipulated Price Contract with EllisDon,

authority for the Mayor and Clerk to execute the Agreement, and delegation to staff to undertake all administrative acts necessary in connection with the purchase.

## Linkage to the Corporate Strategic Plan

Council and staff continue to recognize the importance of actions to support housing, as reflected in the 2019-2023 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following strategic areas of focus:

### Strengthening our Community

The following strategies are intended to “increase affordable housing options”:

- Increase supportive and specialized housing options for households experiencing chronic homelessness.
- Strengthen the support for individuals and families in need of affordable housing.
- Utilize innovative regulations and investment to facilitate affordable housing development.

The following strategies are intended to achieve the result of reducing the number of individuals and families experiencing chronic homelessness or at risk:

- Create more purpose-built, sustainable, affordable housing stock in London.
- Implement coordinated access to mental health and addictions services and supports.

### Safe City for Women and Girls

The following strategies are intended to decrease violence toward women through housing:

- Work with landlords and developers to end discrimination and bias against abused, sex trafficked and/or sexually assaulted women and girls attempting to access affordable housing; and
- Work together with City of London Housing Services, Housing Development Corporation, London Middlesex Community Housing to build more accessible and safer housing options for women and girls.

## Analysis

### 1.0 Discussion and Considerations

#### 1.1 Previous Reports Related to this Matter

- [Rapid Housing Initiative - Round 3 Agreement](#) (CPSC: January 10, 2023)
- [Authorization and Delegations to Advance Urgent Housing Projects](#) (CPSC: November 2, 2021)
- [345 Sylvan Street and Stabilization Space Update](#) (CPSC: December 15, 2020)
- [Canada Mortgage and Housing Corporation \(CMHC\) Rapid Housing Initiative \(RHI\)](#) (CPSC Item 4.4: November 3, 2020)
- [Canada Mortgage and Housing Corporation \(CMHC\) Seed Funding Contribution Agreement and CMHC Loan Agreement](#) (CPSC Item 2.7: November 3, 2020)
- [Property Acquisition – 345 Sylvan Street – Core Stabilization Space](#) (Council Item 7, Bill No. 456: November 26, 2019)

#### 1.2 Background

##### Acquisition and Assembly of 345 Sylvan Street

In November 2019, Council approved the City’s acquisition of the Site for the purpose of creating a stabilization space. In December 2020, Council redirected the Managing Director, Housing, Social Services and Dearness Home to, in partnership with the Housing Development Corporation, London (HDC), prepare the Site for a range of uses that conform to the Official Plan, including demolition of the existing structure. Through its delegated authority, HDC oversaw the clearing and assembly of the Site to provide for an affordable rental housing project in response to local urgent housing needs.

Between January 2021 and April 2022, HDC, on behalf of the City, procured and administered all activities required to complete the demolition, pre-development studies/reports and designs, and land use permissions (Official Plan and Zoning By-law amendments and Site Plan Approval) required to bring the lands to “shovel-ready”; it being noted that an appeal to the Council-approved Official Plan and Zoning By-law amendments was filed with the Ontario Land Tribunal in April 2021 and the decision of Council was upheld and cleared by the Tribunal in December 2021.

Since April 2022, under the leadership of the City’s new Municipal Housing Development (MHD) service area, EllisDon continued to prepare the Site for development. In April 2023, the drawings and specifications were compiled as a formal application and submitted to the City as the Approval Authority for Building Permit review and approvals.

### The Project

The Project provides for 42 units of new affordable housing in London. Using the same combination of prefabricated, panelized modular systems used to construct the City’s RHI-1 and RHI-2 projects, EllisDon prepared the final design and Building Permit drawings, as the design-build services provider procured by HDC to deliver RHI projects.

The 3-storey brick building design includes two elevators providing barrier-free access to all floor levels, 3 main floor offices for building management and/or tenant support services providers, a multipurpose amenity room with a full kitchen for residents, guests, programs and support services, an accessible common-use washroom and laundry room situated directly off the main floor lobby space, and 33 indoor bicycle parking spaces.

The Project also provides for exterior amenities, including a pavilion, leisure seating areas, active and passive recreation areas, open greenspaces, and surface parking for 21 vehicles (including 4 barrier-free parking spaces).

The unit types delivered through the Project include 2 bachelor units, 36 one-bedroom units, and 4 two-bedroom units, and provide for a range of barrier-free accessible design considerations, including:

- Whereas 15% is required, 100% of the 42 units have been designed to comply with the barrier-free design Occupancy Requirements of OBC s. 3.8.2.1.(5) to (8), including wider interior hallways and doors, latch-side clearance, turning circle clearance and structural backing to support future grab bars in washrooms;
- 100% of the 42 units also incorporate enhanced accessibility features including, lever-style handles, accessible height controls and receptacles, front control appliances, bottom access freezers, and roll-in showers for all bachelor and one-bedroom units and 2 of the 4 two-bedroom units; and
- 3 of the 42 units provide for accessible-height counters, roll-under knee clearance at sinks, and grab bars installed in the washrooms.

Subject to the required approvals, the Project is anticipated to start by the end of April 2023 and is anticipated for completion within 16 months. Occupancy is anticipated to commence by September 2024.

### **1.3 HDC Relationship with the Corporation of the City of London**

HDC is a municipal services corporation with share capital incorporated pursuant to the *Municipal Act, 2001* and the *Business Corporation Act*, R.S.O. 1990, c.B.16, with the City as the sole shareholder and a Council-appointed Board of Directors.

HDC was created for the purpose of “*stimulating the development and sustainability of affordable housing throughout the London and Middlesex communities*” and operated as the City’s agent to assist in the administration of the City’s affordable housing mandate.

In January 2021, Council approved the integration of the City’s affordable housing portfolio into its corporate structure with an implementation timeline of Q2-2021. Since then, the MHD service area was established to advance the work began by HDC, and the

Housing Enterprise Action Team (HEAT) was created as an enterprise-wide team comprised of lead staff from various City service areas with authorities and accountabilities to deliver strategic initiatives related to London's housing continuum and the City's affordable housing mandate.

#### **1.4 HDC Procurement Policy and Processes to Advance RHI Projects**

The HDC Procurement Policy aligns with the City's Procurement of Goods and Services Policy where it relates to achieving best value when purchasing traditional goods and services. However, the HDC Procurement Policy is unique in areas related to procuring "partnership relationships" and is expanded to include processes specific to the pre-qualification of "Rostered Partners" and "Business Alliance/Joint Venture" selections.

In November 2020, HDC released a closed Request for Pre-Qualification (RFPQual-11/2020-01) to establish a pre-qualification roster of design-build service providers to deliver multi-residential modular affordable housing projects in alignment with the RHI program requirements. RFPQual#11/2020-01 was conducted in accordance with the HDC Procurement Policy and was assisted by the Housing Services Corporation (HSC), a 3<sup>rd</sup> party consultant with expertise in delivering affordable housing.

The RFPQual invited five (5) HDC Rostered Partners that demonstrated experience in undertaking and delivering multi-residential modular design-build projects, in an Ontario context, to participate in the process. The RFPQual process was intended to prequalify multiple proponents to proceed to second stage Request for Proposal procurement processes anticipated to advance future RHI projects; however, EllisDon was the only Rostered Partner to meet the minimum requirements and achieve the minimum scoring threshold of the RFPQual.

Although the result reflected an irregular outcome, it was achieved through a defined competitive and fair process that was intended to advance only those capable of meeting the strict parameters and expedited project timelines related to the RHI program. As a result, in accordance with the HDC Procurement Policy, the HDC Board approved EllisDon as the Single Source List service provider and direct negotiations with EllisDon to deliver design-build services for each of the three HDC/City RHI priority development sites at 122 Baseline, 403 Thompson and 345 Sylvan. The award is/was contingent on:

- All required and related project, site, and program funding approvals.
- The establishment of contracts to advance development on the identified project site(s) as reviewed by the City Solicitor and Risk Management; and
- The associated approval of the City RHI leads, as applicable.

HSC confirmed similar considerations within their public sector procurement practices.

#### **1.5 Rapid Housing Initiative**

The RHI program is delivered by CMHC under the National Housing Strategy. It provides grant funding to advance and facilitate the rapid construction of shovel-ready development sites to create new affordable housing units, and the acquisition of existing buildings for rehabilitation or conversion to permanent affordable housing.

In preparation for the anticipated release of the first round of RHI funding, and through various Council and HDC Board approvals, three development sites were identified as priority lands to be aligned to meet RHI program criteria and advanced to a "shovel-ready" development state: 122 Base Line Road West (HDC-owned lands); 403 Thompson Road (HDC-owned lands); and, 345 Sylvan Street (City-owned lands). To-date, the City has been extremely successful in delivering RHI projects on-time and on-budget, including:

- RHI Round 1 - 122 Base Line Road West completed in February 2022 (61 Units)
- RHI Round 2 - 403 Thompson Road completed in January 2023 (44 Units)

## RHI Round 3 Cities Stream Funding Agreement

In January 2023, Council approved the CMHC RHI Round 3 Cities Stream Agreement providing funding to deliver a third municipal RHI project. The RHI Round 3 funding was aligned to advance the 345 Sylvan Street Project beyond “shovel-ready” through to construction completion and occupancy (CPSC: Jan. 10, 2023).

RHI Round 3 projects require that 25% of the new units be aligned to women, women and their children, and/or women fleeing domestic violence.

## **2.0 Key Issues and Considerations**

### **2.1 Single Source Procurement**

The Procurement of Goods and Services Policy describes procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular.

Section 14.4(g) of the Procurement of Goods and Services Policy states that single source procurement may be conducted using a Single Source process where *“It is advantageous to the City to acquire the goods and services from a supplier pursuant to the procurement process conducted by another public body.”*

As outlined in section 1.4 of this report, HDC conducted a Request for Pre-Qualification pursuant to the HDC Procurement Policy to establish a list of rostered service providers for multi-residential modular design-build projects. Although the Request for Pre-Qualification resulted in an irregular result, the HDC Board approved EllisDon as the Single Source List service provider in accordance with its Procurement Policy. HDC then engaged in negotiations with EllisDon to deliver design-build services for three RHI project sites, including 345 Sylvan Street.

It is recommended that the Corporation acquire the design-build services of EllisDon to construct the Project on the Site through a single source procurement pursuant to the procurement process conducted by HDC, to which the Corporation had delegated authority over certain affordable housing matters at the time procurement was conducted.

### **2.2 RHI-3 Funding Requirements**

In accordance with the terms of conditions of s. 4: Return of Contribution of the CMHC RHI Round 3 funding agreement, CMHC may reduce or cancel the funding if the deliverables have not been fully and timely delivered as expected or where the City has not started the project within 2 months of the start date outlined in Schedule B of the agreement.

Should the City not proceed with the single source procurement associated with the design-build plans and schedule prepared by EllisDon, the project would no longer be shovel-ready and would not be started or completed within the required timelines of the existing Council-approved RHI Round 3 funding agreement.

### **2.3 Approval of a CCDC-14 Design-Build Stipulated Price Contract**

Similar to the construction contracts executed between HDC and EllisDon to deliver the RHI-1 and RHI-2 projects, a CCDC-14 Design-Build Stipulated Price Contract is required between The Corporation of the City of London and EllisDon at the fixed price of \$17,236,735.00 excluding HST, to deliver the RHI-3 project at 345 Sylvan Street. Civic Administration seeks approval of the Agreement, in alignment with the by-law attached as Appendix A. Given the current market volatility, the fixed price submitted by EllisDon on February 6, 2023, remains valid for 60 days.

### **2.4 Operations Plan**

Civic Administration is exploring options to align an Operating Partner to manage the



completed Project. Once confirmed, an Operations Plan and Budget will be prepared to ensure the coordination of property management, building services and tenant support services, as required.

## 2.5 Delegation of Authority

A delegation of authority to the Deputy City Manager of Planning and Economic Development (DCM) ensures that time-sensitive matters can be actioned quickly. The DCM directs staff from MHD to provide services related to land use applications, project plans and program indemnifications. MHD also chairs the Housing Enterprise Action Team that includes staff from across the organization to help guide the timely delivery of new affordable housing and ensure alignment with Council's policies and procedures. Regardless of any delegations, any significant deviation from the associated agreements and the EllisDon Contract would require direction from Council.

## 3.0 Financial Issues and Considerations

In most cases where affordable housing is constructed, including the City's RHI-1 and RHI-2 projects, multiple funding sources are required to establish a viable proforma.

The RHI-3 Project capital budget outlined below and provided for in the Source of Financing attached as Appendix B, includes a significant portion of its funding sources coming from the City's Roadmap to 3,000 Units Action Plan (approved by Council in December 2021) and from CMHC through RHI-3 (approved by Council in January 2023).

### Capital Budget for the Project

The Capital Budget for 345 Sylvan Street is subject to change. Identified costs exclude Harmonized Sales Tax (HST).

<b>Project Costs</b>	<b>Amount</b>
Land Acquisition, Land Transfer and Legal Costs	\$1,172,202
Pre-Development - Demolition, Studies, and Carrying Costs	\$733,538
Design-Build Construction Contract	\$17,236,735
Development Fees	\$773,856
Common-Area Furniture Allowance	\$50,000
Net HST	\$310,333
Contingency	\$172,367
<b>Total Project Costs</b>	<b>\$20,449,031</b>

<b>Funding Sources</b>	<b>Amount</b>
Acquisition funding through City's Housing Stability Services	\$1,172,202
Drawdown from Social Housing Reserve Fund	\$15,253
SEED Funding - CMHC	\$150,000
HDC Reserve Fund	\$2,348,000
Ontario Priorities Housing Initiative (OPHI) Year 4 Funding	\$2,504,776
Rapid Housing Initiative (RHI) Round 3 Funding - CMHC	\$8,854,705
Reaching Home Funding	\$2,500,000
Roadmap to 3,000 Affordable Housing Units (Roadmap) Funding	\$2,904,095
<b>Total Funding Sources</b>	<b>\$20,449,031</b>

## **Conclusion**

In alignment with s. 14.4 (g) of the Procurement of Goods and Services Policy, approval of a design-build contract through single source procurement to acquire the goods and services of EllisDon to complete the project is advantageous to the City pursuant to the procurement process conducted by HDC as another public body. In association with this approval, all transactions associated with the project will flow through the City's financial systems.

The site is ready for construction and is considered shovel-ready with zoning, site plan and building permit approvals in-place.

Approval of the design-build contract with EllisDon will secure the City's RHI Round 3 CMHC funding contribution by ensuring that the Project is started and completed within the timeline requirements of the existing Council-approved RHI Round 3 funding agreement.

Subject to the required approvals, Civic Administration will undertake all administrative acts necessary in connection with completion of the Project, in the preparation of an Operations Plan and Budget, and in aligning a future building operator to manage the future affordable rental housing apartment building.

**Prepared by:** Kimberly Wood, M.A.A.T.O., C. Tech.  
Development Lead, Housing Development

**Reviewed by:** Brian Turcotte, BES (PIng)  
Manager, Housing Development

**Submitted by:** Matt Feldberg, MPA, CET  
Director, Municipal Housing Development

**Recommended by:** Scott Mathers, MPA, P.Eng.  
Deputy City Manager, Planning and Economic  
Development

**cc:** Housing Enterprise Action Team

**Attached:** APPENDIX A – By-law  
APPENDIX B – Sources of Financing Report

## APPENDIX A – By-law

Bill No.

By-Law No.

A by-law to authorize and approve the CCDC 14 Design-Build Stipulated Price Contract between The Corporation of the City of London and EllisDon Corporation for the New Multi-Residential Modular Affordable Rental Housing Development at 345 Sylvan Street and to authorize the Mayor and Clerk to execute same.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

AND WHEREAS the City is a Service Manager under the *Housing Services Act, 2011* and section 13 of the *Housing Services Act, 2011* provides that a service manager may establish, administer and fund housing and homelessness programs and services and may provide housing directly;

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

1. The CCDC 14 Design-Build Stipulated Price Contract between The Corporation of the City of London and EllisDon Corporation for the New Multi-Residential Modular Affordable Rental Housing Development at 345 Sylvan Street (“Agreement”), substantially in the form attached as Schedule 1 to this bylaw, is hereby authorized and approved.
2. The Mayor and Clerk are authorized to execute the Agreement approved under section 1 of this bylaw.
3. The Deputy City Manager, Planning and Economic Development is delegated the authority to authorize and approve amendments to the Agreement, including amending agreements, that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liability of The Corporation of the City of London.
4. The Mayor and Clerk are authorized to execute any amendments to the Agreement, including amending agreements, approved by the Deputy City Manager, Planning and Economic Development pursuant to section 3 of this by-law.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading -  
Second reading -  
Third reading -

## **APPENDIX B – Sources of Financing Report**

## Appendix "B"

#23060

March 21, 2023  
(Award Contract)

Chair and Members  
Community and Protective Services Committee

RE: 345 Sylvan Street - Rapid Housing Initiative, Round 3  
(Subledger FG200019)

Capital Project SH1102 - Sylvan Street Development  
Capital Project SH3000 - Roadmap to 3000 Affordable Housing Units  
EllisDon Corporation - \$17,236,735.00 (excluding HST)

### Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this project can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Planning and Economic Development, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work (Note 1)
<b>SH1102 - Sylvan Street Development</b>				
Engineering	619,039	619,039	0	0
Construction	15,672,192	80,004	14,636,007	956,181
City Related Expenses	81,503	31,503	0	50,000
<b>SH1102 Total</b>	<b>16,372,734</b>	<b>730,546</b>	<b>14,636,007</b>	<b>1,006,181</b>
<b>SH3000 - Roadmap to 3000 Affordable Housing Units</b>				
Engineering	4,600,000	4,600,000	0	0
Construction	4,166,476	0	2,904,095	1,262,381
Capital Grants	40,933,524	13,876,000	0	27,057,524
<b>SH3000 Total (Note 2)</b>	<b>49,700,000</b>	<b>18,476,000</b>	<b>2,904,095</b>	<b>28,319,905</b>
<b>Total Expenditures</b>	<b>\$66,072,734</b>	<b>\$19,206,546</b>	<b>\$17,540,102</b>	<b>\$29,326,086</b>

### Sources of Financing

<b>SH1102 - Sylvan Street Development</b>				
Drawdown from Social Housing Reserve Fund	15,253	15,253	0	0
Drawdown from HDC Reserve Fund	2,348,000	565,293	776,526	1,006,181
Federal Grants - CMHC Seed Funding	150,000	150,000	0	0
Federal Grants - RHI 3 Funding - CMHC	8,854,705	0	8,854,705	0
Provincial Grants - OPHI Year 4	2,504,776	0	2,504,776	0
Provincial Grants - Reaching Home	2,500,000	0	2,500,000	0
<b>SH1102 Total</b>	<b>16,372,734</b>	<b>730,546</b>	<b>14,636,007</b>	<b>1,006,181</b>
<b>SH3000 - Roadmap to 3000 Affordable Housing Units</b>				
Capital Levy	16,700,000	16,700,000	0	0
Drawdown from Affordable Housing Reserve Fund	33,000,000	1,776,000	2,904,095	28,319,905
<b>SH3000 Total</b>	<b>49,700,000</b>	<b>18,476,000</b>	<b>2,904,095</b>	<b>28,319,905</b>
<b>Total Financing</b>	<b>\$66,072,734</b>	<b>\$19,206,546</b>	<b>\$17,540,102</b>	<b>\$29,326,086</b>

Appendix "B"

#23060

March 21, 2023  
(Award Contract)

Chair and Members  
Community and Protective Services Committee

RE: 345 Sylvan Street - Rapid Housing Initiative, Round 3  
(Subledger FG200019)

Capital Project SH1102 - Sylvan Street Development  
Capital Project SH3000 - Roadmap to 3000 Affordable Housing Units  
EllisDon Corporation - \$17,236,735.00 (excluding HST)

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<b>Financial Note:</b>	<b>SH1102</b>	<b>SH3000C</b>	<b>Total</b>
Contract Price	\$14,382,869	\$2,853,866	\$17,236,735
Add: HST @13%	1,869,773	371,003	2,240,776
Total Contract Price Including Taxes	16,252,642	3,224,869	19,477,511
Less: HST Rebate	-1,616,635	-320,774	-1,937,409
Net Contract Price	<u>\$14,636,007</u>	<u>\$2,904,095</u>	<u>\$17,540,102</u>

**Note 1:** The balance for future work in SH1102 will be used for remaining Pre-development costs, net development fees, common area furniture allowance and contingency. Some pre-development costs have already been incurred and are included in the committed to date.

**Note 2:** The remainder of the \$78 million Roadmap financing is included in the 2024-2026 forecasted capital plan.



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Alan Dunbar  
Manager of Financial Planning & Policy

lp

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee  
**From:** Michael Schulthess, City Clerk  
**Subject:** Appointment of Hearings Officers to Property Standards Committee  
**Meeting on:** March 21, 2023

## Recommendation

That, on the recommendation of the City Clerk, the attached proposed by-law (Appendix 'A') **BE INTRODUCED** at the Municipal Council meeting on April 4, 2023 to amend By-law No. CP-24, being "A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16" to repeal and replace Schedule "A".

## Previous Reports

February 21, 2023 – Corporate Services Committee – [Appointment of Hearings Officers to Conduct Hearings under Various City of London By-laws](#)

May 11, 2021 – Community and Protective Services Committee – [Property Standards By-law](#)

March 9, 2020 – Corporate Services Committee – [Appointment of Hearings Officers to Conduct Hearings under Various City of London By-laws](#)

June 19, 2018 – Corporate Services Committee – [Appointment of Hearings Officers to Conduct Hearings under Various City of London By-laws](#)

April 13, 2011 – Finance and Administration Committee – Appointment of Hearings Officers to Conduct Hearings under Various City of London By-laws

## Background

The Municipal Council, at its meeting held on April 18, 2011, enacted "A by-law to establish the positions of Hearings Officer" to hear appeals under various City by-laws and to approve the "Rules of Practice and Procedure for Hearings Before a Hearings Officer", pursuant to Section 23.1 of the *Municipal Act, 2001* and the *Statutory Powers Procedure Act*.

Further, at its meeting held on May 25, 2021, the Municipal Council enacted CP-24 "A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16 being a by-law prescribing standards for the maintenance and occupancy of property" This by-law is commonly referred to as the [Property Standards By-law](#). This by-law updated Section 7: Establishment of a Committee, specifically related to:

- provision of the Property Standards Committee;
- appointment of Hearings Officers to the Property Standards Committee as a schedule to the by-law;
- forthwith fill for vacancy; and
- establishing administrative direction on remuneration, election of a chair, majority quorum, secretary role and maintenance of records, committee adoption of rules and procedures, and notice of hearing.

Municipal Council, at its meeting held on March 7, 2023, appointed two additional Hearings Officers to assist with the number of appeals being received and to ensure appeals are addressed in a timely manner.



## **Discussion**

Property Standards By-law appeals require a minimum of three Hearings Officers to hear the appeals and issue a final decision with reasons. In accordance with Section 7.3 of the Property Standards By-law, a person must be appointed under the Hearings Officer By-law to be a Property Standards Committee member. The purpose of this report is to appoint Margaret Buist and Gerry Macartney, in their capacity as Hearings Officers, to the Property Standards Committee.

## **Conclusion**

The Civic Administration is committed to providing timely responses to appeals under the Property Standards By-law and is therefore recommending that the Municipal Council appoint Hearings Officers Margaret Buist and Gerry Macartney to the Property Standards Committee.

**Recommended by:**            **Michael Schulthess JD MPA CMO**  
   **City Clerk**

## Appendix 'A' – By-law to Amend CP-24 Property Standards By-law

Bill No.  
2023

By-law No. CP-24-

A by-law to amend By-law No. CP-24, being “A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16” to repeal and replace Schedule “A”.

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

AND WHEREAS the Official Plan for the City of London includes provisions relating to conditions of maintenance and occupancy of properties;

AND WHEREAS section 15.1 of the *Building Code Act* provides that the Council may pass a by-law with respect to prescribing standards for the maintenance and occupancy of property, and requiring property that does not conform with the standards to be repaired and maintained with the standards on the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS the Municipal Council on May 25, 2021, passed By-law No. CP-24, being “A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. CP-24 with respect to the appointments of Hearings Officers to the Property Standards Committee;

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

1. That Schedule “A” to By-law No. CP-24 be repealed and replaced with the attached Schedule “A”
2. This by-law comes into force and effect on April 4, 2023

PASSED in Open Council on April 4, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading –  
Second reading –  
Third reading –

**Schedule "A"**  
**Appointments of Hearings Officers to the Property Standards Committee**

The following individuals who have been appointed as Hearings Officers pursuant to By-law A.-6653-121 serve on the Property Standards Committee:

1. Don Bryant
2. Margaret Buist
3. Gerry Maccartney
4. Christene Scrimgeour
5. Andrew Wright

**From:** Jeffrey Salisbury  
**Sent:** Monday, March 6, 2023 3:12 PM  
**To:** CPSC <cpsc@london.ca>  
**Subject:** [EXTERNAL] Re: subsidized bus pass

ok then please put in the request for me to speak to them about the subsidized bus pass program to have it updated to either provide a free bus pass or a better discount for disabled people in london.

---



300 Dufferin Avenue  
P.O. Box 5035  
London, ON  
N6A 4L9

London  
CANADA

March 10, 2023

Chair and Members  
Community and Protective Services Committee

Re: Support for Resolutions to End Homelessness from OBCM (Ontario's Big City Mayors) and AMO (Association of Municipalities Ontario)

Homelessness is a concern for all municipalities in Ontario. OBCM has reached out to the Provincial government with recommendations on the Health and Homelessness Crisis adopting a strategy created by the City of London and the City of Kingston.

AMO too understands that homelessness is a crisis taking a devastating toll on families and communities across Ontario and has developed a Municipal Council Resolution Campaign calling on the Provincial government to end Homelessness in Ontario.

We are asking Council to support both attached Resolutions to encourage the Government of Ontario to demonstrate multi-ministerial leadership on this critical issue and bring together a broad range of partners to develop a multi-year action plan to end homelessness.

Sincerely,

Mayor Josh Morgan

Councillor Anna Hopkins

Councillor Skylar Franke

# Homelessness Resolution

## A Call to the Provincial government to End Homelessness in Ontario

To Premier Doug Ford:

Please be advised that the City of London Community and Protective Services Committee at its meeting held March 21, 2023 adopted the following:

WHEREAS the homeless crisis is taking a devastating toll on families and communities, undermining a healthy and prosperous Ontario;

WHEREAS the homelessness crisis is the result of the underinvestment and poor policy choices of successive provincial governments;

WHEREAS homelessness requires a range of housing, social service and health solutions from government;

WHEREAS homelessness is felt most at the level of local government and the residents that they serve;

WHEREAS municipalities and District Social Administration Boards are doing their part, but do not have the resources, capacity or tools to address this complex challenge; and,

WHEREAS leadership and urgent action is needed from the provincial government on an emergency basis to develop, resource, and implement a comprehensive plan to prevent, reduce and ultimately end homelessness in Ontario.

THEREFORE BE IT RESOLVED THAT the City of London calls on the Provincial Government to urgently:

- a. Acknowledge that homelessness in Ontario is a social, economic, and health crisis;
- b. Commit to ending homelessness in Ontario;
- c. Work with AMO and a broad range of community, health, Indigenous and economic partners to develop, resource, and implement an action plan to achieve this goal.

AND FURTHER THAT a copy of this motion be sent to the Minister of Municipal Affairs and Housing; the Minister of Children, Community and Social Services; the Minister of Health; and to the Association of Municipalities of Ontario.



— **OBCM** —  
Ontario's Big City Mayors

## **Ontario's Big City Mayors (OBCM), Minister's of Finance and Municipal Affairs and Housing Meet on Key Municipal Priorities**

**February 13, 2023** – OBCM welcomed Ontario's Minister of Finance, Peter Bethlenfalvy, and Ontario's Minister of Municipal Affairs and Housing, Steve Clark, to their meeting Friday to discuss the upcoming provincial budget, the *More Homes Built Faster Act, 2022*, increases to infrastructure funding, and a solutions-based approach to address mental health, addictions, and homelessness.

OBCM spoke with the Ministers about their commitment to doing their part to reach the province's goal of 1.5 million homes in 10 years. Municipalities play a critical role in the building of new housing; facilitating approvals and building the infrastructure needed for new homes, with the responsibility of other critical parts of the process falling to the province, development, and home building sectors. OBCM continues to call on the province to put in place its Housing Supply Action Plan Implementation Team (HSAPIT) to bring together all partners in the homebuilding process and ensure the province's goals are implemented as quickly as possible. This includes the creation of an accountability framework, under the HSAPIT, that would regularly review the role of each partner and address with that partner any delays that occur.

OBCM also reminded the province of its concerns around the impacts of the More Homes Built Faster Act including development charges and parkland fee changes. While the Mayors are thankful for the government's commitment to keep municipalities whole, they requested to be made whole dollar-for-dollar until a new long-term permanent municipal infrastructure funding program can be put in place.

The Mayors also approved a motion to adopt a Health and Homelessness Strategy with five recommendations for the Ontario government to make an immediate impact on the mental health, addictions and homelessness crisis. These recommendations were developed using information gathered through consultation with local health partners to identify services required to ensure there is a health care continuum and appropriate response to this crisis affecting our cities. (see below)

"OBCM has been dedicated to tackling the homelessness, mental health and addictions crisis. We are happy that we can provide the government with these recommendations, and we look forward to presenting them to Minister Jones at our upcoming meeting," said OBCM Chair Bonnie Crombie. "These are issues that cannot be ignored, and municipalities do not have the resources, expertise, or financial capacity to do it on our own. It is critical that the province fund programs that can help to address this crisis within our communities."

### **MOTION – OBCM RECOMMENDATIONS ON THE HEALTH AND HOMELESSNESS CRISIS**

**WHEREAS** municipalities do not have the expertise, capacity, or resources to address increasingly complex health care issues that lead to homelessness or extend chronic homelessness; and are diverting municipal funds for other priorities like affordable housing, transit, social programs etc. to manage these complex health care issues we are seeing in our communities;



— **OBCM** —  
Ontario's Big City Mayors

**AND WHEREAS** because traditional housing and shelter spaces are not equipped to serve people with severe mental health and addiction challenges, people often live in the rough in encampments in parks, public spaces or on streets.

**AND WHEREAS** this is an unprecedented health crisis – leading to unsupervised and dangerous substance use, overdoses, strain on the healthcare system, increased volatility and violence, public safety concerns, business, and downtown degradation;

**AND WHEREAS** OBCM municipalities have responded to this health care crisis with various housing-driven support programs with limited success and some of our municipalities have taken steps to initiate stronger community partnerships, break down care silos to facilitate better access to support with less barriers;

**AND WHEREAS** there is no coordinated system response and a lack of the wrap-around health care support services people need – the physical health, mental health, and addiction expertise the province is responsible to provide;

**THEREFORE IT BE RESOLVED THAT** OBCM adopts the strategy created by the City of London and the City of Kingston in consultation with local health partners to address these challenges including five recommendations for the Ontario government to make an immediate impact on the mental health and addictions crisis we are experiencing. These include:

### **1. Centralized and integrated intake and dispatch process**

- An intentionally designed and consistent triage, warm transfer, and dispatch process operating 24 hours a day, 7 days a week year-round by a multidisciplinary, multi agency team, that is well resourced, low/no barrier, trauma and violence informed, culturally aware and flexible to meet the needs of individuals across a range of circumstances and levels of acuity. Inputs to this process could include Community Outreach and Support Teams (COAST), local service providers, and businesses.

### **2. More provincial investment in low barrier hubs**

- Residents need more options for 24/7 low barrier drop-in services with basic rules and a pathway into stabilization options with experienced staff with mental health and addictions expertise. The Hub model provides 24/7 low barrier and wrap around services to people with high acuity that have not been accessing the traditional shelter services. The ICH (integrated care hub) can be combined with a Consumption Treatment Services site.

### **3. More stabilization and treatment beds with experienced staff to support those in their treatment journey**

- Communities need a greater variety of options to support high acuity clients on their stabilization pathway. This includes provincial treatment and rehabilitation facilities and additional stabilization, rehab and detox beds.





— **OBCM** —  
Ontario's Big City Mayors

#### **4. More flexible and predictable funding for supportive housing**

- There needs to be a range of supportive housing and options which could include small scale options (i.e., scattered housing), harm reduction housing solutions where municipalities can financially support with the property acquisition/development, but provincial funding is needed to finance ongoing support services as tenants are not capable of living fully independently. This service can prevent evictions and homelessness.

#### **5. More provincial ministry and agency collaboration to reduce red tape and duplication**

- Municipalities are increasingly forced to wade into provincial jurisdictions, navigating a siloed system, trying to break down health care silos to best support unhoused individuals suffering with mental health and addictions challenges. However, we need better provincial ministry collaboration to reduce red tape, duplication and financial resources and better coordinate wrap-around support for residents in need.

**AND THAT** Ontario's Big City Mayors will present this five point plan to the Deputy Premier and Minister of Health Sylvia Jones at the meeting/summit that we have requested to address the homelessness, mental health, safety and addictions crisis impacting our cities.

### **About Ontario's Big City Mayors**

Ontario's Big City Mayors (OBCM), formerly known as the Large Urban Mayors' Caucus of Ontario, includes mayors of 29 single and lower-tier cities with a population of 100,000 or more, who collectively represent nearly 70 percent of Ontario's population. OBCM advocates for issues and policies important to Ontario's largest cities.

### **Media Contacts**

Mayor Bonnie Crombie, Chair  
[chair@obcm.ca](mailto:chair@obcm.ca)  
905-896-5555

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