

Bill No. 4
2024

By-law No. A.- _____ - ____

A by-law to approve a Purchase of Service Agreement for Ontario Works Specialized Individual Services between The Corporation of the City of London and Daya Counselling Centre.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND 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 section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the delivery agent for the geographic area of the City of London and County of Middlesex under the *Ontario Works Act*, and in that capacity provides employment assistance;

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

1. The Purchase of Service Agreement for the delivery of specialized individual services to Ontario Works Participants ("Purchase of Service Agreement") to be entered into between The Corporation of the City of London and Daya Counselling Centre attached as Schedule 1 to this by-law, IS APPROVED.

2. The Mayor and the City Clerk are authorized to execute the Purchase of Service Agreement approved under section 1.

3. The Deputy City Manager, Social and Health Development, and the City Manager, are severally delegated the authority and power to:

- (i) represent the City (City Representative) with respect to the Purchase of Service Agreement; and
- (ii) approve and execute amending agreements, and approve additional one- year terms to the Purchase of Service Agreement, that are consistent with the requirements contained in the Purchase of Service 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.

4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – December 19, 2023
Second reading – December 19, 2023
Third reading – December 19, 2023

Schedule 1

PURCHASE OF SERVICE AGREEMENT FOR ONTARIO WORKS SPECIALIZED INDIVIDUAL SERVICES

THIS AGREEMENT with effect as of the 1st day of January, 2024,

BETWEEN:

DAYA COUNSELLING CENTRE
(hereinafter referred to as the "Service Provider")

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "City")

WHEREAS the City is the delivery agent for the geographic area of the City of London and the County of Middlesex under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A;

AND WHEREAS sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

AND WHEREAS section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

AND WHEREAS the City is interested in securing an organization that will deliver specialized individual services to Ontario Works Participants;

AND WHEREAS the Service Provider submitted the proposal dated November 24, 2023, attached and forming **Schedule "A"** of this Agreement ("Proposal"), to provide the Services listed in **Schedule "B"** of this Agreement;

AND WHEREAS the Service Provider is a duly incorporated company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

1.0 DEFINITIONS:

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **"Benefit Unit"** has the meaning ascribed to it in the *Ontario Works Act, 1997*, and means a person and all of his or her dependants on behalf of whom the person applies for or receives basic financial assistance
- (b) **"City Representative"** means the person delegated the authority to represent the City.
- (c) **"Participant"** has the meaning ascribed to it in the *Ontario Works Act, 1997* Regulation 134/98, and with respect to employment assistance, means a member of the benefit unit of a recipient of income assistance but does not include,
 - (i) a dependent child who is of pre-school age or attending school, or
 - (ii) a person who receives only temporary care assistance.
- (d) **"Services"** means the administration and provision of one or more of the following components linked to assistance to help a person become and stay employed, as per s. 4 of the *Ontario Works Act, 1997*:
 - (i) Psychotherapy (individual, couple, family, group);
 - (ii) Psycho-educational sessionspursuant to the provisions of the *Ontario Works Act, 1997* and regulations.

2.0 TERM:

2.1 Term of Agreement

Subject to sections 4.15, 9.1, and 9.2 this Agreement shall commence on the **1st day of January, 2024**, and shall expire, without the necessity of notice, on the **31st day of December, 2025**, (the “Term of the Agreement”).

2.2 Renewal

At least 30 days prior to expiry of the Agreement, the City Representative and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in this Agreement for successive one-year periods, up to a maximum of four (4) one-year renewals. Any decision by the City Representative or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City.

3.0 OBLIGATIONS OF THE CITY:

3.1 Payment for Services

Subject to section 3.2, the City shall pay the Service Provider for the provision of Services under this Agreement as set out in **Schedule “C”**. The City shall pay for such Services within 60 days of receipt of an invoice from the Service Provider, however in the event that the City disputes an amount indicated on an invoice, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

3.2 The City, in its sole discretion, may withhold payment, and/or require the Service Provider to repay to the City some or all of the funding for the Services based upon the City’s assessment of the current year’s final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Schedule “E”**.

3.3 Roles and Responsibilities

The roles and responsibilities for the City are as follows:

City staff is responsible for determining the Participant’s ongoing eligibility for Ontario Works. Staff will work with Ontario Works Participants to develop an Action Plan after an assessment of the Participants’ educational background, employment history, job and life goals, skills, qualifications, strengths, interests, and barriers. The Action Plan will include appropriate referrals to approved programs and relevant community supports.

City staff will develop mutually agreed to Action Plans with their Participants that reflect the steps Participants will take to become independent of social assistance. In addition to supporting Participants through this process, staff will ensure person-centred and stability supports are provided to Participants as required.

City staff will monitor service agreements for compliance with the Provincial guidelines and for the Service Provider’s performance according to this Purchase of Service agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Service Provider. Part of this process will include soliciting feedback from Participants on their participation in Purchase of Service Supports.

City staff will work with the Service Provider to resolve problems/issues relating to Participants’ participation in the Services or relating to the Ontario Works program itself. The City will endeavour to resolve matters in a mutually agreeable and timely fashion.

The City is responsible for setting the fee schedules for payments made to the Service Provider, and for verifying, approving and paying invoices based upon supporting documentation received. Payment will be made to the Service Provider based on pre-determined payment schedules. The City will not commit to pay program fees in advance of a Participant’s participation, or where City staff has not made a formal Participant referral.

4.0 OBLIGATIONS OF THE SERVICE PROVIDER:

4.1 Subject to section 4.2, the Service Provider shall provide Services in accordance with this Agreement, the Proposal and the Outcomes as set out in **Schedule "D"** ("Outcomes").

4.2 The requirements of the Services as set out in the Agreement, the Proposal and the Outcomes may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

4.3 Return of Funds to City

If the Service Provider uses the funds for purposes other than the provision of Services as required under this Agreement, the City may demand the payment of funds equal to those already used by the Service Provider.

4.4 Obligations of the Service Provider

The Service Provider shall:

- (a) provide the Services listed in **Schedule "B"**, as more specifically set out in Section 4 of **Schedule "A"**, and the Outcomes as set out in **Schedule "D"**;
- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every Service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the Services and for coordinating all parts of the Services under this Agreement;
- (d) provide the Services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Services and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the Services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Children, Community and Social Services, or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a quarterly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Schedule "E"**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Services it provides under this Agreement, and acknowledge the City's involvement in the Services;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws.

4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- shall co-operate and work with Ontario Works staff to evaluate the Service Provider's approved Services
- shall maintain any and all licences, permit and approvals required to deliver the Services
- shall maintain documentation in employee personnel files to demonstrate ongoing

compliance with confidentiality and vulnerable persons screening, health and safety training

- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form or format as specified by the City of London
- shall assign a representative of the Service Provider to liaise with Ontario Works staff
- shall comply with all instructions of the City of London relating to the City's compliance with the *Municipal Freedom of Information and Protection of Privacy Act*
- have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability
- shall notify Ontario Works immediately of any accidents or incidents at the Service Provider's premises involving a Participant, and complete any documentation required by the City with respect to the accident
- shall not request payment of any charge or fee from Ontario Works Participants who are participating in the approved Services
- shall submit regular reports to Ontario Works, including financial and progress reports. These will be used to assess the program's effectiveness and ensure Purchase of Service Agreement compliance and ongoing accountability
- shall submit Participant screening and outcome reports throughout their participation (and in some cases post-participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider
- shall attend meetings with the City of London's Life Stabilization division, as required, and
- shall only bill the City for Services provided that are beyond the scope of funding received from other government bodies e.g. Ministry of Attorney General, Victim Services. This can be clearly demonstrated during an audit.

4.6 Performance Measures

The City's Purchase of Service agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected Outcomes are outlined in the document in **Schedule "D"**.

Annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- achievement of the program outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- changes to Ontario Works caseload composition, and
- administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- the ongoing ability to make adjustments to programs when needed
- the focus of contracting remains the provision of quality Services to achieve outcomes
- Services respond to changes in participants' needs.

4.7 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Services provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

4.8 Inspection / Review

The City, or persons authorized by the City, is/are entitled, at all reasonable times, to inspect or otherwise review the Services performed under this Agreement and the premises where they are being performed, including satellite locations.

4.9 Compliance Audit

- (a) The Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review Financial and Accounting Records related to Services in this agreement. At the City's request, the Service Provider shall provide the City with information

related to Financial and Accounting Records in an electronic format and/or a printed format.

- (b) The City shall have the right to conduct cybersecurity audits of the Service Provider's systems, processes, and controls as they pertain to the services provided under this Agreement. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

4.10 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

- 4.11 Notwithstanding paragraph 4.10 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.12 Personal Information

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

Approved Forms – Collection of Personal Information

(b) When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.13 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Services provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.14 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.15 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Services are carried out without a conflict of interest by any person associated with the Services in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

5.0 REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:

- 5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:
- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
 - (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
 - (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
 - (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
 - (e) the Service Provider's facilities are suitable for providing Services under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
 - (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Services.

6.0 GOVERNANCE AND ATTESTATION:

- 6.1 The Service Provider represents, warrants, and covenants that it has, and will maintain in writing, and will follow:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Service Provider, 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);
 - (c) decision-making mechanisms;
 - (d) procedures to enable the Service Provider to manage Funding prudently and effectively, including a Service Provider-provided account at a Canadian financial institution in the name of the Service Provider;
 - (e) procedures to enable the Service Provider to complete its Program successfully;
 - (f) procedures to enable the Service Provider to identify risks to the completion of its Program, and strategies to address the identified risks, all in a timely manner;
 - (g) procedures to ensure 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, or any successor legislation;
 - (h) procedures to ensure compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
 - (i) an established system of internal corporate controls for assurance purposes as per the COSO framework or equivalent;

- (j) procedures to enable the preparation and delivery of all Reports required pursuant to the Agreement; and
- (k) procedures to enable the Service Provider to deal with such other matters as the Service Provider considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

Supporting Proof. Upon request, the Service Provider will provide the City with proof of the matters referred to in this section.

7.0 COMPLIANCE WITH LAWS:

7.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

8.0 INDEMNITY AND INSURANCE:

8.1 Indemnification

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

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

8.2 Insurance

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

8.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

8.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

8.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Service and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

8.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered.

9.0 **DEFAULT AND TERMINATION:**

9.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money

or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

- (b) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (c) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

9.2 Termination Without Default

Despite any other provisions in this Agreement, the City or the Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of sixty (60) days' prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

10.0 NOTICE:

10.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

10.2 Notice to the City shall be addressed to:

The City Clerk
The Corporation of the City of London
300 Dufferin Avenue, Box 5035
London, ON N6A 4L9

10.3 Notice to the Service Provider shall be addressed to:

Attn: Executive Director
Daya Counselling Centre
141 Dundas St., 6th floor
London, ON N6A 1G3

10.4 All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

10.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

11.0 GENERAL:

11.1 Schedules Forming Part of Agreement

- (a) The parties understand and agree that the following Schedules "A", "B", "C", "D", "E", and "F" are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:
- (i) Schedule "A" – Proposal Submitted by Service Provider;
 - (ii) Schedule "B" – List of Services to be Provided;
 - (iii) Schedule "C" – Cost of Services;
 - (iv) Schedule "D" – Outcomes Schedule
 - (v) Schedule "E" – Accounting and Reporting Requirements;
 - (vi) Schedule "F" – Municipal Freedom of Information and Protection of Privacy Act Provisions;
- (b) Where there is any conflict between a provision in the body of this Agreement, and a provision in a Schedule attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the Schedule imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in Schedule "A" and a provision in Schedule "D", the provision in Schedule "A" shall govern, except where the provision in Schedule "D" imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the body of the Agreement and a provision in a Schedule or a provision in one Schedule and a provision in another Schedule are inconsistent or incompatible and cannot be reconciled.

11.2 Further Acts

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

11.3 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

11.4 Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

11.5 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

11.6 Amendments

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

11.7 Assignment

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

11.8 Enurement

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

11.9 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

11.10 Joint and Several Obligations

The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.

11.11 Execution

The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

11.12 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

11.13 Circumstances Beyond the Control of Either Party

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

11.14 Survival

The provisions relating to liability, indemnity, **Schedule "E"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

DAYA COUNSELLING CENTRE

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"
Proposal Submitted by Service Provider

SECTION 1: EXECUTIVE SUMMARY

This proposal has been developed by Daya Counselling Centre (Daya) and Family Service Thames Valley (FSTV) in response exploring the continuance of providing access to psychotherapy to Ontario Works (OW) clients. This is a joint proposal with Daya Counselling Centre providing the Lead.

The proposal is for the delivery of Specialized Individual Support; proposed programs specifically include:

- a) Individual (includes couple and family psychotherapy)
- b) Group Psychotherapy
- c) Information Session

In summary,

- Daya and FSTV have enjoyed a collaborative partnership in the provision of psychotherapy services to OW participants since 2001.
- Daya and FSTV are local-based community agencies dedicated to investing in our community.
- Our experience working with low-income populations and populations with multiple barriers is evident (and is in fact our mandate).
- Daya and FSTV have highly qualified psychotherapists to deliver the programs.
- Our partnership ensures OW participants have choice and can access services conveniently.
- Daya and FSTV are established community services; we have enduring, positive, and significant relations with relevant services and networks in the community.
- Daya and FSTV have appropriate policies and procedures to guide the work of the organization, ensuring adherence to current legislation and community standards with respect to confidentiality, accessibility, health and safety, and delivery of professional services.
- Daya and FSTV have and maintain the resources and technical capacity to provide services (includes staffing, computers, phones, website, etc.).
- Daya and FSTV have a proven track record of measuring client outcomes; we are able to demonstrate positive client outcomes for OW participants.

SECTION 2: COMMUNITY NEED

Mental health is a fundamental component of overall wellbeing, playing a crucial role in a person's physical health, relationships, and overall quality of life. Timely access to therapy promotes early intervention, allowing individuals to address their mental health concerns before they escalate into more serious issues. This need is greater than ever before with the report or mental health issues nearly doubling over the last ten year and only 24% of people who meet the diagnostic criteria of a mental illness being able to speak to a mental health professional (Statistics Canada 2023).

According to the London Community Foundations 2022 Vital Signs there was nearly a 3% increase in the Low-Income population of London Ontario between 2020 to 2021. This grant is an opportunity for the City of London to invest in Londoners when needed and help them maintain their work, family, or school commitments.

SECTION 3: CAPACITY

Daya and FSTV have demonstrated capacity and suitability to deliver Specialized Individual Supports as evidenced by the contract we have maintained with Ontario Works since 2001 to present.

The number of referrals to Specialized Individual Support offered through Daya and FSTV has increased significantly since 2001. Between 2006 and 2011 the number of served clients has grown by over 350%.

The capacity of each organization to meet the administrative and reporting requirements as well as respond to the increase in client numbers has been evident throughout this contract. Staff

roles, number of staff, processes and services offered, and infrastructure continuously has evolved and grown in response to the shifting demands of this service.

The following information is provided to underline that we have the infrastructure, tools, and processes in place to ensure we meet the program and the administrative/reporting requirements of the contract.

| Component | Demonstrated Capacity |
|--|---|
| <p>Program Delivery:</p> <ul style="list-style-type: none"> ▪ Referral ▪ Screening and Intake ▪ Direct Service ▪ Evaluation/ ▪ Outcome Measurement | <ul style="list-style-type: none"> ▪ Adequate staffing in place including 25 therapists; Daya increases capacity of psychotherapy as needed as therapists are on contract. ▪ Daya and FSTV have similar intake processes that ensure clients completes intake within 1- 10 business days of contact. ▪ Clients are assigned a therapist within an average of 10 business days from intake. ▪ Daya uses <i>Jane App</i> to facilitate communication about a client from referral to exit. ▪ FSTV uses <i>Caseworks</i> for client management software and has updated to the new version V4 on September 2023 and plans to update to the latest version V5 on January 2024. ▪ Daya and FSTV have completed outcome tracking reports for OW since 2001. ▪ Daya and FSTV have completed feedback evaluation with OW participants since 2001. ▪ Effective and open communication between Daya/FSTV and OW. |
| <p>General:</p> | <p><u>Daya:</u></p> <ul style="list-style-type: none"> ▪ 3 incoming lines; one of which is a fax line; 13 therapy spaces (including 2 accessible spaces) with the option for a group space. ▪ Dedicated Voicemail and Extensions for each staff person through Rogers <i>Unison</i> a Voice Over IP system which can be scaled as needed; accessible both on and off-site. ▪ Fax, printer on-site. ▪ Website (www.dayapsychotherapy.on.ca). ▪ Each office is equipped with a computer and appropriate updated software. All 13 computers are on a server system. ▪ All staff and therapists use the client database, <i>Jane App</i>. The software is easy to use, all training is completed on-site with internal resources. Manual available. Software is supported through existing contracts. ▪ All therapists have secure remote access to the data management system at alternate service delivery sites when internet connection is made available. ▪ All staff have access to email for internal agency and interagency communication. ▪ Technically competent administration staff. <p><u>FSTV:</u></p> <ul style="list-style-type: none"> ▪ 7 incoming phone lines; 1 dedicated fax line; each staff member and IC have an extension and access to a phone. There is access to Wi-Fi service in the waiting room for clients. ▪ Voicemail capability for each staff person, accessible both on and off-site. ▪ Bell relay capability. ▪ Fax, printers on-site. ▪ Website (www.familyservicethamesvalley.com) ▪ Each counsellor is equipped with a computer and appropriate operating software with appropriate security. ▪ All staff has access to email for internal agency and interagency communication – email communication with clients is not encouraged due to security/confidentiality concerns but can be |

| | |
|--|---|
| | <p>used to communicate re: appointment scheduling only if other options not available.</p> <ul style="list-style-type: none"> ▪ All staff and therapists use the client data management system, <i>Caseworks</i>. ▪ All counselors have secure remote access to the data management system at alternate service delivery sites when internet connection is made available. ▪ Technically competent administration staff. |
| <p>Administrative and Reporting Requirements:</p> <ul style="list-style-type: none"> ▪ Monthly invoicing ▪ Annual outcome reports | <ul style="list-style-type: none"> ▪ Adequate, competent, and dedicated staff assigned to completing monthly invoices; excellent track record of submitting invoices on time and accurately by the 15th of each month. ▪ Client management software utilized to provide accurate information for monthly invoicing. ▪ Daya and FSTV submit one monthly invoice. ▪ Excellent track record of including information about participant attendance and status. ▪ Excellent track record of providing meaningful Annual reports. |

SECTION 4: PROPOSED PROGRAMS

Program Component

Specialized Individual Support
Specialized Group Support

Proposed Programs

1. Individual (includes couple and family psychotherapy)
2. Group Psychotherapy
3. Information Session

Overview

Daya Counselling Centre (Daya) and Family Service Thames Valley (FSTV) are partnering to provide psychotherapy to OW participants with complex employment and social needs. Psychotherapy addresses barriers that are limiting or preventing participants from full participation in daily living and activities.

Delivery Sites

Accessible service is key for Ontario Works participants. We know that reliance on the public transit system poses logistical hurdles for individuals as they negotiate getting to appointments. As such, the location of services becomes paramount. Having services co-located or near other employment and social services facilitates participation.

According to the City of London Ontario Works Participants and Service Delivery Profile (2018):

- The most common language that require interpreter services, Arabic, Spanish, Nepal, Kurdish, Assyrian
- 64.1% of OW clients are in the following catchment areas outside of the London downtown core, Westmount Shopping Centre (24.5%), London East (20%), Northland Mall (19.6%). All three locations have direct bus access to the London downtown core.

The partnership between Daya and FSTV affords the best possible access to service for Ontario Works participants by reducing language and transportation barriers.

| | | |
|--|---|---|
| Address | 333 Dufferin Ave, London, ON N6B 1Z3 | 500 South St, London, ON N6B 1C3 |
| Hours of Operation (Main office) | Monday to Thursdays 9:00 am to 8 pm Fridays 9:00 am to 5:00 pm | Monday to Thursdays 9:00 am to 8 pm Fridays 9:00 am to 4:00 pm |
| Accessibility | <p>Daya is located in the downtown core at a new location. Accessibility by bus is readily available as all buses are routed downtown.</p> <p>The downtown location provides participants with the ability to book appointments when they are attending other programs in the downtown area.</p> <p>Parking is available.</p> | <p>FSTV location is accessible to participants; we have a new location with spaces for individual and group psychotherapy, an elevator, and psychotherapy offices on the first and third floors of the building. We are located close to downtown and where multiple city public bus routes are available.</p> <p>FSTV site provides a free parking area for clients.</p> |
| Languages | <p>English, Spanish, Arabic, French, and American Sign Language.</p> <p>An interpreter service is otherwise purchased from Across Languages as needed.</p> | <p>English, French, Spanish, and Arabic</p> <p>An interpreter service is otherwise purchased from Across Languages as needed.</p> |
| Accommodations | Wheelchair accessible | Wheelchair accessible |
| Total Number of Paid Staff: | 24 | 49 across 3 Programs |
| Program Offered at this site | <p>Individual Psychotherapy</p> <ul style="list-style-type: none"> ▪ Short-Term ▪ Single Session <p>Group Psychotherapy Information Sessions</p> | <ul style="list-style-type: none"> ▪ Individual Psychotherapy ▪ Short-Term ▪ Single Session <p>Group Psychotherapy Information Sessions</p> |
| <p>Programs that may be/are offered offsite (in vivo at another organization)</p> <p><i>Travel Costs apply if Clinicians are not contracted to provide programing from the site as part of normal service delivery.</i></p> | <p>Individual Psychotherapy Group Psychotherapy</p> | <p>Individual Psychotherapy Group Psychotherapy</p> |

INDIVIDUAL AND GROUP PSYCHOTHERAPY

Referral and Screening Process

Referrals

All OW-eligible participants are referred from Ontario Works by way of email to one of either organization.

Participants may self-refer (without referral), but it is the responsibility of Daya and FSTV to determine the OW-eligibility of the client from OW before proceeding.

Intake/Screening/Eligibility

At point of contact, an intake appointment is scheduled with the individual. Intakes are booked within 1 to 10 business days. The intake appointment generally is scheduled to occur over the phone; however, face to face intakes may readily be done upon request and generally takes between 15 to 30 minutes.

The purpose of the intake is to provide general information about the organization and psychotherapy, (assess risk and connect), to answer any questions, and to screen for appropriateness of service (or refer to services that fit better the needs of the participant)

The screening is intended to identify information that may suggest psychotherapy at Daya/FSTV (is appropriate as the participant is stable and willing to engage with a community Based Psychotherapy Services) is not appropriate at that moment. Eligibility will be determined on a case-by-case basis. Some criteria that might indicate that the person might not be ready for therapy might be:

- Those experiencing symptoms of an untreated/undertreated mental illness that would interfere with psychotherapy or would suggest that psychotherapy may be harmful. (This may include for example: highly active psychosis, inability to stay focused or be present in a conversation). Daya/FSTV will refer to CMHA or crisis centers.
- Those experiencing a significant emotional crisis that has recently resulted in two or more psychiatric hospitalizations within the past year. Referred to CMHA
- People who are actively physically violent towards others. Referred to Changing Ways, or crisis centers.
- Current Criminal Charges pending, participants will refer to John Howard Society

We recognize that OW may not always be aware of these factors in the participant's lives when they are referred. Should individuals present with any one or more of these non-eligibility criteria, they are referred to more appropriate services. OW is informed if they are not eligible for service.

Psychotherapy is not intended to replace existing services established in the community to meet the advocacy, crisis management, treatment, or case management needs of the OW participant. Participants in need of these services need to be referred to those services.

At intake, clients are asked to identify a goal for psychotherapy, and they are provided with information about the attendance policy. Individuals should be able to have a sense of what they would like to see changed in their lives and be able to commit to attending scheduled appointments.

It is through the screening phase that clients are identified for type of psychotherapy (i.e., individual/couple/family psychotherapy or group) and for language of service.

Target Group

Participants are individuals:

- Requiring access to psychotherapy services not otherwise available to them (due to finances, capacity issues)
- Participants generally have significant issues that include, but are not exclusive to:
 - Depression, anxiety, addictions, concurrent disorders
 - Historical abuse, trauma
 - Interpersonal conflicts
 - Emotion regulation
 - Unresolved grief
 - Loss
 - Low self-esteem, poor self-concept
 - Coping with change

Participants include (but not limited to):

- People age 16+
- Single parents
- Immigrants/Refugees

- Youth

Addressing Participant Needs

Individual and group psychotherapy addresses the personal barriers an individual has. Personal barriers may interfere with general functioning such as job searching, attending school, participating in community volunteer activities, maintaining employment, or participating in employment assistance services. Personal barriers may include, for example:

- Feelings of low self-worth, lack of confidence.
- Difficulties solving conflict, relating to others.
- Lack of direction.
- Difficulties managing day to day stresses.
- Utilizing harmful coping strategies (i.e., self-harm, drugs, alcohol, gambling).
- Feelings of sadness, depression.

These personal barriers often result from historical events (i.e., trauma, family dysfunction, and unresolved grief), from current events (i.e., current life stressors), and/or from underlying mental health issues.

Individual and group psychotherapy is aimed at supporting individuals to overcome some of these personal barriers so that they may move forward in their lives.

Psychotherapy Methods

Psychotherapy uses a number of techniques and methods that include skill development (stress management, problem solving), reframing, goal setting, and more clinically based methods that include Eye Movement Desensitization and Reprocessing (EMDR), Emotional Freedom Techniques (EFT), Internal Family Therapy (IFS), solution focused therapy, Cognitive Behavioral Therapy, bioenergetics, rational-emotive behavior therapy, and narrative therapy.

Regardless of the technique utilized, however, the overall approach is goal-focused and strengths-based; meaning that the focus is on identifying and building on the strengths of the individual to achieve a mutually defined goal.

Program Delivery

Program Description

Psychotherapy is a client centered intervention used to address personal issues that limit an individual's ability to fully participate in daily activities.

Participants are eligible for individual psychotherapy, couple/family psychotherapy, or group psychotherapy.

Individual or Couple/Family Psychotherapy

Short-Term

- Consists of up to ***eight***, 50-minute sessions generally provided weekly or bi-weekly (may vary depending on client choice); where clinically appropriate and with supervisor approval clients may be eligible for up to ***four*** extended sessions.
- The wait period between the completed intake and assignment to a therapist will average no more than 10 business days. The time it takes to assign a client varies and is based on a number of factors that include:
 - Availability of specialty. It may take longer, for example, to assign Spanish or Arabic speaking clients.
 - Specific Time Required: It may take longer to assign a client specifying a particular time and day of the week.
 - Time of year: It may take longer to assign clients immediately following a holiday period (such as Christmas).
 - Peak periods: It may take longer if we are experiencing a surge in referrals.
- Once a client is assigned to a therapist, the therapist calls the client to book the appointment. Appointments are booked at a mutually agreeable time.

Single Session

Both agencies offer a Single-sessions program (1 session) to respond to an immediate need, such as navigating a stressful situation. Our community has resources for when people are in a mental health crisis (CMHA, 24 helplines); however, there are limited resources to access affordable psychotherapy services in a timely manner (one to two months). There is no single-session (in-person) model available to prevent a crisis. The single-session model is different from the walk-in crisis model. It is a proactive and preventive approach to enhance well-being.

We know the individuals on our waiting lists have taken the first step to ask for help but still face the barrier of affordable psychotherapy and/or have limitations on time, health, or personal matters that compromise their commitment to on-going psychotherapy. We can help improve the emotional stability of those connections by providing on-site psychotherapy and single supporting sessions.

Single sessions are offered virtual or in-person and someone can access the Single session service once they have completed an intake. For Daya and FSTV single sessions are offered based on a person's request and needs during intake. FSTV, additional offer single sessions to Pathways Employment Help Center referrals.

Group Psychotherapy

Group psychotherapy provides individuals the opportunity to meet with others experiencing similar situations, to gain new information, share experiences and problem-solving strategies, and develop mutual support. Group therapy is also a cost-effective way of supporting more people in a timely manner.

Family Services Thames Valley

Group support is available at FSTV for adults 16 years of age and older. Groups at FSTV accept 8 to 15 participants depending on the nature or focus of the group. Each group is co-facilitated by a lead therapist and an assistant therapist with a resulting therapist to client ratio ranging from 1:4 to 1:7.

FSTV promotes client participation in psycho-educational and therapeutic groups whenever group work is seen as a meaningful method to address client issues. The Group Program is organized around 3 focus areas: Mental Health, Personal & Family Development, and Trauma & Abuse. The length of the group sessions is 8 to 12 sessions (trauma and abuse groups are longer). The goal is to offer one group per focus area (3 groups per year).

Group programs will include:

- *Mental Health:* Stress and Anxiety Management for Women, Stress and Anxiety Management for Men; and Depression Symptom Management Group
- *Personal and Family Development:* Couples Communication, Rebuilding after Separation and Divorce
- *Trauma and Abuse:* Men Moving Toward Healing Groups for survivors of childhood sexual abuse: Coping and Support Group, Healing the Impact of Abuse Group

Daya Counselling Centre

While Daya does not have a standing Group Therapy program, our clinical team has experience and the ability to develop and run psycho-educational and therapeutic groups based on need and interest.

Potential group programs can include (but not limited to):

- *Anxiety & Depression support group:* Co-facilitated skills and processing group with the goal of being self-led.
- *DBT Skills:* DBT skills development group.
- *Mindfulness:* Mindfulness development group.

Daya groups would be developed for adults 16 years of age and older with group sizes between 8 to 15 people. The number of facilitators (between 1 to 2) and length of group (between 4 to 24 sessions) will be determined by the size and needs of the group.

FSTV and Daya can develop these group opportunities for Ontario Works clients if there is enough interest in participation. FSTV and Daya will screen Ontario Works referrals for common therapeutic needs and inquire if the client would be interested in group psychotherapy and will inform Ontario Works when there is sufficient interest and demand for a psychotherapy group. The Ontario Works status will remain confidential and not be shared across the group.

Participation and Attendance

Positive outcomes for psychotherapy are more likely when a person attends psychotherapy of their own volition, is committed to attending, and has a goal for change.

It is within our capacity to initiate contact with all clients referred for psychotherapy. However, given our experience we recommend that:

- OW participants follow up on their referral to psychotherapy by contacting Daya/FSTV.
- OW participants attend psychotherapy as a matter of choice (not a requirement).

One of the central goals of therapy is to support the client and facilitate growth. In order to achieve this, there must be a consistency to the therapeutic work. We strongly encourage clients to commit to attending scheduled appointments. Clients are advised of the policy in regards to missed appointments at intake and at their first appointment.

Clients failing to show for their first appointment will have their files closed. The therapist is not required to contact the client.

Should the client call after the missed appointment the therapist may use their discretion to book another appointment (i.e., if there were extenuating circumstances that led to the no show) or may advise the client that their file has been closed and direct them to call intake to have their file reopened and put back on the waitlist.

Subsequent Appointments

Clients must provide notice for cancellation of appointments. The notice period at Daya and FSTV is 24 hours. Clients are informed of the notice period at intake and by the therapist at their first session. The therapist will speak with the client after a no-show/late cancellation to determine client's ability to commit to attending sessions.

After a third no-show/late cancellation, the clients should be terminated and files closed. Clients may be invited to call back to intake in three to six months time to have their files reopened and/or complete another intake.

Exceptions need the approval of the Executive Director/Program Manager. Generally, if the client is doing good therapeutic work and there are reasonable explanations for absences, the client will be allowed to continue.

Participant Learning Outcomes/Program Outcomes

Psychotherapy is aimed at improving our client's ability to cope with stress, to manage the demands of living by applying problem solving methods, to challenge and change damaging patterns in relationships and to enable our participants to access personal and social resources available to them so that they may participate more fully in workforce, educational and community activities.

Psychotherapy helps people by increasing their understanding of the situation they are facing, providing a safe place to express and examine painful feelings, developing coping strategies, enhancing self-esteem, and strengthening supportive relationships.

Participants in the individual and group psychotherapy will be expected to achieve:

- Improved self-confidence/self-awareness
- Improved self-management.
- A plan to move forward.
- Increased employment related activity (job search, schoolwork, volunteer work)

Referral

Ontario Works may identify a specific need for an information-session (info-session) to educate and train new workers about psychotherapy services and/or new participants about therapy services.

Daya and FSTV will receive requests for info-sessions directly from Ontario Works.

Info-sessions will be provided based on training/orientation needs for Ontario Works

Daya and FSTV will have representation at the info sessions to clarify agency specific questions.

Target Group

New OW participants

Ontario Works caseworkers

FOR ALL PROPOSED PROGRAMS

Resources

Daya and FSTV have the resource materials and technical capacity to carry out the proposed program.

Resource Materials

All group programs and psycho educational group sessions provide written handouts and materials for two purposes:

- Essential information conveyed in the group or psycho educational session: to eliminate distractions of note taking, ensure that information is delivered in more than one format, and for future reference and reflection.
- Self-reflective exercises: to assist people in examining their personal situation and applying the group material to their own circumstance and as a potential catalyst for group discussion.

Program Delivery Staff

Therapists with Daya Counselling Centre and Family Service Thames Valley possess a set of specialized skills and experience to deliver the programs; all therapists have a Master's level of education.

Monitoring and Reporting Program Activities and Outputs

The following schedule and information is proposed for monitoring and reporting on program activities and outputs.

| Output Category | Reported information | Monitoring Tools | Reporting Cycle |
|------------------------|---|-------------------------|------------------------|
| Intake results | <ul style="list-style-type: none">▪ New clients▪ Average waitlist for service (# of days between intake to being assigned to a therapist).▪ Average waitlist for service (# of days between intake to first available appointment). | Client database | Monthly invoice |
| Participant Attendance | <ul style="list-style-type: none">▪ # attended appointments▪ # missed appointments▪ # of total appointments | Client database | Monthly invoice |

| | | | |
|---------------------|--|-----------------|-----------------|
| Participant Status | <ul style="list-style-type: none"> ▪ File status (open, closed) ▪ End date (date file is closed). ▪ Participation in extended sessions. | Client database | Monthly invoice |
| Annual Service Data | <ul style="list-style-type: none"> ▪ # of completed intakes (new files) ▪ # of new clients receiving extended sessions ▪ Total number of sessions (attended and missed) ▪ Show rate ▪ Average number of sessions per participant ▪ # of clients served in psycho educational sessions. | Client database | Annual Report |
| Demographics | <ul style="list-style-type: none"> ▪ Gender ▪ Age ▪ Presenting issues | Client database | Annual Report |

Tracking Employment Outcomes

Clients participating in individual and group psychotherapy will be asked to complete a feedback questionnaire at the end of psychotherapy.

| Key Outcomes | Indicators | Benchmark | Evaluation Tool | Measurement Interval | Reporting Cycle |
|--|--|-----------------------------|------------------------|----------------------|-----------------|
| My confidence in being able to achieve my goals | Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| My ability to cope with current or future life stressors | Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| My general sense of well being | Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| My ability to deal with the situation that brought me to psychotherapy | Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |

| | | | | | |
|--------------------------|--|-------------------------------------|------------------------|-------------|---------------|
| Participant satisfaction | Clients asked to report on the following: <ul style="list-style-type: none"> Satisfaction with their overall therapy experience | 90% will report they were satisfied | Client Feedback survey | Postvention | Annual Report |
|--------------------------|--|-------------------------------------|------------------------|-------------|---------------|

SECTION 5: PROPOSED RATE SCHEDULE

Proposal updates to rates due to growing operating costs over the last 12 years. These rates will be reviewed every two years to ensure that they meet OW and Daya/FSTV need; and can be adjusted as needed.

| Item | Proposal | |
|---|---|--|
| Per session fee for individual psychotherapy | \$125/hour | 2012 Rate: \$96.00 Increase of \$29 (30%) 2.7% increase per year over 11 years to meet the demands of growing costs. |
| Per session fee for participant no shows | 25% of per session rate (\$31.25) | 2012 Rate: \$25.00 To account for an increase in administrative costs |
| Per 2-hour group session fee (1 facilitator) | \$300 Participant Limit: 8 | 2012 Rate \$55.00/participant The cost for an 8-person group would have been \$440. This would reduce the costs for groups. |
| Per 2-hour group session fee (2 facilitators) | \$500.00 Participant Limit: 15 | The cost for a 15-person group would have been \$1440. This would reduce the costs for groups. |
| Travel Cost | 1-hour of Clinician Cost plus mileage (\$0.55/km) | Standard traveling expense for Clinician to provide services offsite (in vivo at another organization) |
| Intake/Screening/Eligibility | To assess risk (including Intimate Partner Violence) and connect the OW participant with crisis services when needed. | |
| 30-minute Information Session +15-minute Q&A | A free information session on Daya and FSTV services for OW staff and clients once a quarter as requested. | |

SCHEDULE "B"

Services to be Provided

Specialized individual services, including:

1. Individual (includes couple and family psychotherapy)
2. Group psychotherapy
3. Information session

Schedule "C"

Cost of Services

| Item | Proposal |
|--|--|
| Individual: Per session fee for individual psychotherapy Up to 8 sessions cap, with extensions available for up to 4 sessions. | \$125/hour |
| Individual: Per session fee for participant no shows | 25% of per session rate (\$31.25) |
| Group: Per 2-hour group session fee (1 facilitator) | \$300 Participant Limit: 8 |
| Group: Per 2-hour group session fee (2 facilitators) | \$500.00 Participant Limit: 15 |
| Travel Cost: Standard traveling expense for Clinician to provide services offsite (in vivo at another organization) | 1-hour of Clinician Cost plus mileage (\$0.55/km) |
| Information Session: 30-minute Information Session +15-minute Q&A | A free information session on Daya and FSTV services for OW staff and clients once a quarter as requested. |

All **invoices** due on the 15th day of the following month.

SCHEDULE "D"

Outcomes Schedule

Specialized Individual Support

| Key Outcomes | Benchmark | Evaluation Tool | Measurement Interval | Reporting Cycle |
|--|-------------------------------------|------------------------|-----------------------------|------------------------|
| My confidence in being able to achieve my goals | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| My ability to cope with current or future life stressors | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| My general sense of well being | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| My ability to deal with the situation that brought me to psychotherapy | 80% will report improvement | Client Feedback survey | Postvention | Annual Report |
| Participant satisfaction | 90% will report they were satisfied | Client Feedback survey | Postvention | Annual Report |

SCHEDULE "E"

Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Employment Assistance Services, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the funds for the Employment Assistance Services in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the funds for Employment Assistance Services, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Employment Assistance Services and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the funds for Employment Assistance Services.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City an annual report (or such lesser time period as the City in its sole discretion determines) on its use of the funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter which shall include the number of individuals assisted.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

SCHEDULE "F"

Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Schedule:
 - (a) "City Records" means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
 - (i) provided by the City to the Service Provider in relation to this Agreement;
 - (ii) collected from clients by the Service Provider in relation to this Agreement; or
 - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
 - (c) "Service Provider Information" means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
 - (d) "General Records" means recorded information that is not Personal Information as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1).
 - (e) "Personal Information" (as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual, the address, telephone number, fingerprints or blood type of the individual,
 - (iv) the personal opinions or views of the individual except if they relate to another individual,
 - (v) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vi) the views or opinions of another individual about the individual, and
 - (vii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), *Personal Information Protection and Electronic Documents Act* (PIPEDA) and *Personal Health Information Protection Act* (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.

2. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.
3. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.
5. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
 - (a) with the consent of the individual; or
 - (b) for law enforcement purposes and in accordance with this Agreement and the Municipal Freedom of Information and Protection of Privacy Act,

6. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
 - (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
 - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
 - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
 - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
 - (e) to another law enforcement agency in Canada;
 - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
 - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
 - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
7. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
8. Subject to all applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, the City may disclose:
 - (a) any part of or all Service Provider Information; or
 - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
 - (a) it will provide the City with quick, detailed information in the event of a personal or confidential breach or security incident at all times and adhere to all regulations and provincial laws;
 - (b) the security and integrity of all personal information and records in its possession are complied with;
 - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.