

Bill No. 3
2013

By-law No. A.-_____

A By-law to approve Agreements for Ontario Works Employment Assistance Services with 13 corporations.

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 Council resolved at its meeting of June 26 & 27, 2012, to authorize the Director of Social and Community Support Services to negotiate with and enter into contracts with thirteen (13) organizations, which approval is conditional upon the City entering into formal contracts or agreements relating to the Request for Proposal 12-07;

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

1. The template Agreement for the purchase of Ontario Works Employment Assistance Services to be entered into between The Corporation of the City of London and each of the following thirteen corporations:

- Collège Boréal;
- Daya Counselling Centre;
- Goodwill Industries, Ontario Great Lakes;
- Hutton House Association for Adults with Disabilities;
- LEADS Employment Services London Inc.;
- Literacy Link South Central;
- LUSO Community Services;
- Nokee Kwe;
- Pathways Skill Development & Placement Centre;
- Rehabilitation Foundation for the Disabled (known as March of Dimes);
- The London Community Small Business Centre, Inc.;
- WIL Counselling and Training for Employment; and,
- Youth Opportunities Unlimited;

attached as Schedule 1 to this by-law, IS APPROVED.

2. The name of the Service Provider shall be inserted into the template Agreement approved under section 1 above for each of the following:

- (a) "Collège Boréal";
- (b) "Daya Counselling Centre";
- (c) "Goodwill Industries, Ontario Great Lakes";
- (d) "Hutton House Association for Adults with Disabilities"
- (e) "LEADS Employment Services London Inc.";
- (f) "Literacy Link South Central";
- (g) "LUSO Community Services";
- (h) "Nokee Kwe";
- (i) "Pathways Skill Development & Placement Centre";
- (j) "Rehabilitation Foundation for the Disabled (known as March of Dimes";
- (k) "The London Community Small Business Centre, Inc.";
- (l) "WIL Counselling and Training for Employment"; and,
- (m) "Youth Opportunities Unlimited".

3. The Mayor and City Clerk are authorized to execute the Agreements approved under section 1.
4. The City Manager or written designate is delegated the authority to represent the City with respect to the Ontario Works Employment Assistance Services Agreements.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council December 11, 2012.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading – December 11, 2012
Second reading - December 11, 2012
Third reading – December 11, 2012

SCHEDULE 1

PURCHASE OF SERVICE AGREEMENT FOR ONTARIO WORKS EMPLOYMENT ASSISTANCE SERVICES

THIS AGREEMENT dated this day of December, 2012, with effect as of the 1st day of January, 2013,

BETWEEN:

(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 organizations that will administer several programs dealing with employment assistance for Ontario Works participants:

- (a) Essential Employment Services;
- (b) Skill Training Directly Linked to Employment;
- (c) Employment Placement;
- (d) Self Employment Development Services; and
- (e) Specialized Individual Support

known collectively as the "Employment Assistance Services" and, for these purposes, issued the request for proposal numbered 12-07 ("Request for Proposal");

AND WHEREAS in response to the City's Request for Proposal, the Service Provider submitted the proposal dated May, 2012, attached and forming **Schedule "A"** of this Agreement ("Proposal"), to provide the services listed in **Schedule "B"** of this Agreement;

AND WHEREAS Municipal Council for the City resolved at its meeting of June 26, 2012, to authorize the Director of Social and Community Support Services to negotiate and enter into contracts with several organizations, which approval is conditional upon the City entering into formal contracts or agreements relating to the Request for Proposal 12-07;

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) **"Employment Assistance Services"** means the administration and provision of one or more of the following components:

- (i) Essential Employment Services;
 - (ii) Skill Training Directly Linked to Employment;
 - (iii) Employment Placement;
 - (iv) Self Employment Development Services; and
 - (v) Specialized Individual Support
- pursuant to the provisions of the *Ontario Works Act, 1997* and regulations.

(c) **“City Representative”** means the person delegated the authority to represent the City.

(d) **“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.

2.0 TERM:

2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 this Agreement shall commence on the **1st day of January, 2013**, and shall expire, without the necessity of notice, on the **31st day of December, 2015**, (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 two 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 Employment Assistance 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 Employment Assistance 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 a Participation Agreement and plan of action. This will include a review of the Participants’ educational background, employment history, job goals, skills, qualifications, strengths, and interests to make appropriate referrals to approved programs.

City staff will develop mutually agreed to Participation Agreements 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 employment related expenses and child care supports are provided to Participants as required.

City staff will monitor this Purchase of Service Agreement 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 Employment Assistance Services.

City staff will work with the Service Provider to resolve problems/issues relating to Participants' participation in the Employment Assistance Services or relating to the 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 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 Employment Assistance Services in accordance with this Agreement, the Proposal and the Outcomes as set out in **Schedule "D"** ("Outcomes").

4.2 The requirements of the Employment Assistance Services as set out in the Request for Proposal, 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 Employment Assistance 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"**, and fulfil the requirements:
 - (i) for Essential Employment Services as more specifically set out in [insert section # of Service Provider's Proposal and the Outcomes as set out in Schedule "D"];
 - (ii) for Skill Training Directly Linked to Employment as more specifically set out in [insert section # of Service Provider's Proposal and the Outcomes as set out in Schedule "D"];
 - (iii) for Employment Placement as more specifically set out in [insert section # of Service Provider's Proposal and the Outcomes as set out in Schedule "D"];
 - (iv) for Self Employment Development Services as more specifically set out in [insert section # of Service Provider's Proposal and the Outcomes as set out in Schedule "D"]; and
 - (v) for Specialized Individual Support as more specifically set out in [insert section # of Service Provider's Proposal 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 program and for coordinating all parts of the program 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 Employment Assistance 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 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 Employment Assistance Services it provides under this Agreement, and acknowledge the City’s involvement in the Employment Assistance 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 interview all Participants referred by Ontario Works to determine their suitability for the Employment Assistance Services provided by the Service Provider
- shall co-operate and work with Ontario Works staff to evaluate the Service Provider’s approved Employment Assistance Services
- shall maintain any and all licences, permit and approvals required to deliver the Employment Assistance Services
- shall maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training and all other areas identified through the Request For Proposal that relate to individual employee
- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form 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*
- shall acknowledge that they have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place of 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 program
- 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 Ontario Works Advisory meetings and will be actively involved with community coordinating activities, 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 Training Colleges & Universities Employment Ontario. This can be clearly demonstrated during an audit.

4.6 Performance Measures

The City’s Purchase of Service Supports agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for each component: Essential Employment Services, Employment Placement, Skill Training Directly Linked to Employment, Self Employment Development, and Specialized Individual Support 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 outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- fundamental changes to the local labour market
- 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
- Purchase of Service Supports respond to changes in participants' needs and labour market demands, and
- Purchase of Service Supports enhances participants' ability to obtain and maintain meaningful employment.

4.7 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Employment Assistance 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 Employment Assistance Services performed under this Agreement and the premises where they are being performed, including satellite locations.

4.9 Compliance Audit

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 the information contained on the Service Provider's computerized case management system. At the City's request, the Service Provider shall provide the City with information from the computerized case management tool in an electronic format and/or a printed format.

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 Employment Assistance 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 Employment Assistance Services forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Employment Assistance Services are carried out without a conflict of interest by any person associated with the Employment Assistance 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 Employment Assistance 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 Employment Assistance Services.

6.0 COMPLIANCE WITH LAWS:

6.1 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.

7.0 INDEMNITY AND INSURANCE:

7.1 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 Employment Assistance 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.

7.2 Insurance

- (a) Throughout the term of this Agreement, the Service Provider shall maintain comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) 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 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. The Service Provider shall submit on an annual basis, in advance of expiry, a completed Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.
- (b) In addition, the Service Provider shall furnish the City with a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy in the amount of \$250,000. The City shall be shown on the Policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.
- (c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.
- (d) The Service Provider shall ensure that any owned automobile used in the provision of Services under this Agreement insures and maintains against legal liability for bodily injury and property damage caused by automobiles owned or leased by the Service Provider. Such insurance shall be subject to an inclusive limit of not less than Two Million (\$2,000,000.00) dollars. The Service Provider shall provide the City with proof of Automobile Insurance (inclusive limits) for owned vehicles.
- (e) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

7.2 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.

7.3 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.

7.4 Police Records Check and Vulnerable Position Screening

It is the responsibility of the Service Provider to obtain a Police Records and Vulnerable Position Screening clearance for all employees, volunteers and students who will be providing the Employment Assistance Service and ensure that they are kept current throughout the contract period. The Service Provider shall make these documents available for review by the City upon request. The City will conduct random reviews (upon 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 termination of the contract under section 8.

7.5 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered e.g. One Client. START Guide compliance is mandatory for any organization providing employment services to vulnerable youth.

8.0 DEFAULT AND TERMINATION:

8.1 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).

8.2 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 **ninety (90) 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.

9.0 **NOTICE:**

9.1 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.

9.2 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

9.3 Notice to the Service Provider shall be addressed to:

9.4 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.

9.5 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.

10.0 **GENERAL:**

10.1 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 Employment Assistance Services to be Provided;
- (iii) Schedule "C" – Cost of Employment Assistance Services;
- (iv) Schedule "D" – Outcome Schedule
- (v) Schedule "E" – Accounting and Reporting Requirements;
- (vi) Schedule "F" – Freedom of Information and Protection of Privacy;

(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.

10.2 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.

10.3 Partial Severability

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

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Enurement

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

10.9 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.

10.10 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.

10.11 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.

10.12 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.

10.13 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.

- 10.14 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

Joe Fontana, Mayor

Catharine Saunders, City Clerk

[insert NAME OF SERVICE PROVIDER]

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.