

Bill No. 113
2020

By-law No. A.-_____ - ____

A by-law to approve the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London - Middlesex between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London.

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;

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

1. The Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex approved in subsection 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve any further Amendments to Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex if the Amendments are substantially in the form of the Agreement approved in subsection 1, above.
4. The Managing Director Housing, Social Services and Dearness Home, or written designate, are authorized to execute any Amendments to the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex approved in subsection 1, above.
5. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial

and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Development's contribution specified in the Agreement that are necessary in connection with the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex approved in subsection 1, above.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 24, 2020.

Jesse Helmer
Deputy Mayor

Catharine Saunders
City Clerk

First reading – March 24, 2020
Second reading – March 24, 2020
Third reading – March 24, 2020

SCHEDULE 1

**ONTARIO TRANSFER PAYMENT AGREEMENT
SKILLSADVANCE ONTARIO (SAO)**

THE AGREEMENT, effective as of the _____ day of _____, 20____ [ENTER the Effective Date of the agreement] (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Labour, Training and Skills
Development**

(the “Province”)

- and -

[ENTER the full legal name of the Recipient]

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

- | | |
|----------------|--|
| Schedule “A” - | General Terms and Conditions |
| Schedule “B” - | Project Specific Information and Additional Provisions |
| Schedule “C” - | Project Description and Timelines |
| Schedule “D” - | Budget |
| Schedule “E” - | Payment Plan |
| Schedule “F” - | Reporting |
| Schedule “G” - | Performance Commitments |

Schedule "H" - Audit and Accountability Requirements; and
any amending agreement entered into as provided for below,

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

COUNTERPARTS

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

AMENDING THE AGREEMENT

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

ACKNOWLEDGEMENT

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Labour, Training and Skills Development

by:

[ENTER date]

Date

Name: [ENTER the full legal name of the Ministry officer]

Title: [ENTER the title of the authorized signing officer]

Authorized Signing Officer

[ENTER the full legal name of the Recipient]

by:

Date

Name: [ENTER the full legal name of Recipient's officer]

Title: [ENTER the title of the Recipient's 1st signing officer]

by:

Date

Name: [ENTER full legal name of the Recipient's officer]

Title: [ENTER the title of the Recipient's 2nd signing officer]

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

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

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"Funding Year" means:

- a. in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

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

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

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

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

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

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and

- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:
- a. the full power and authority to enter into the Agreement; and
 - b. taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:
- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - b. procedures to ensure the ongoing effective functioning of the Recipient;
 - c. decision-making mechanisms for the Recipient;
 - d. procedures to enable the Recipient to manage Funds prudently and effectively;
 - e. procedures to enable the Recipient to complete the Project successfully;
 - f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
 - g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
 - h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
 - i. resides at a Canadian financial institution; and
 - ii. is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- d. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - i. reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - ii. terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- a. carry out the Project in accordance with the terms and conditions of the Agreement;

- b. use the Funds only for the purpose of carrying out the Project;
 - c. spend the Funds only in accordance with the Budget; and
 - d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.
- 4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- a. deduct an amount equal to the interest from any further instalments of Funds; or
 - b. demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
 - b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.
- 5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF**

ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- a. do so through a process that promotes the best value for money; and
 - b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a. the Recipient; or
 - b. any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient will:
- a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- b. submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- c. ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d. ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

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

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

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

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

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

- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - b. a cross-liability clause;
 - c. contractual liability coverage; and
 - d. a 30 day written notice of cancellation.
- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the

Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
 - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2d., the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.
- 14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - i. carry out the Project;
 - ii. use or spend Funds; or
 - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- b. the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- d. the Recipient ceases to operate.

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

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;

- c. suspend the payment of Funds for such period as the Province determines appropriate;
 - d. reduce the amount of the Funds;
 - e. cancel all further instalments of Funds;
 - f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - h. demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
 - i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- 15.3 **Opportunity to Remedy.** If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:
- a. the particulars of the Event of Default; and
 - b. the Notice Period.
- 15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., and:
- a. the Recipient does not remedy the Event of Default within the Notice Period;
 - b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2a., c., d., e., f., g., h. and i.
- 15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- a. demand the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

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

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

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

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

19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

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

- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2a., in the event of a postal disruption:

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

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

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

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

25.0 GOVERNING LAW

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

26.0 FURTHER ASSURANCES

26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the

Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

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

28.0 RIGHTS AND REMEDIES CUMULATIVE

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

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 **Other Agreements.** If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

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

31.0 SURVIVAL

- 31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ [ENTER maximum funds of agreement]
Expiration Date	[ENTER end date of agreement]
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Labour, Training and Skills Development Address: [ENTER Ministry address] Attention: [ENTER Ministry contact name] Fax: [ENTER Ministry fax number] Email: [ENTER Ministry email]
Contact information for the purposes of Notice to the Recipient	Name: [ENTER name of the Recipient organization] Address: [ENTER Recipient's address] Attention: [ENTER Recipient contact name] Fax: [ENTER Recipient fax number] Email: [ENTER Recipient email]
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) to respond as required to requests from the Province related to the Agreement	Name: [ENTER name of the Recipient organization] Position: [ENTER position] Fax: [ENTER fax number] Email: [ENTER email]

Additional Provisions:

1. Amendments to Definitions

The definition of "Indemnified Parties" in Article 1.2 is deleted and replaced with:

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

2. Further Definitions

The following definitions also apply to this Agreement

"EOIS-CaMS" means the Employment Ontario Information System-Case Management System.

"Employer" means a person or a firm registered in SAO and actively receiving SAO services; and/or informing the development and delivery of sector-focused employment and training services to ensure that Participants have the right essential, technical, and employability skills to obtain entry-level employment and advance in identified sectors.

"EOPG" means the [Employment Ontario Partners' Gateway](#), a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

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

"Incumbent Worker" means a person registered in SAO as a Participant who is already employed, but is either vulnerable in his or her current employment or faces barriers to advancement before receiving SAO services.

"Individuals" means a person who is interested in becoming a Participant.

"Jobseeker" means a person registered in SAO as a Participant and is unemployed before receiving SAO services.

"Participant" means a person registered in SAO and actively receiving SAO services.

"Participant Intake Target" means a Participant who has started receiving SAO services in 2019-2020.

"Participant Placement Target" means a Participant who has started a job placement in 2019-2020.

“Participant Retention Target” means a Participant who has completed their job placement and remains employed with the placement employer.

“SAO” means SkillsAdvance Ontario.

“Sector” means multiple employers or organizations that are in the same or a similar or related industry.

“SPRA” means Service Provider Registration Authority.

3. Additions to Article 2.0

The following provisions are added to Article 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement

4. Additions to Article 7.0

The following provision is added to Article 7.0:

7.7 Records Transfer. At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

5. Amendment and Addition to Article 8.0

Article 8.2 is deleted and replaced with:

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

Province, and shall include a statement that "The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document."

The following provision is added to Article 8.0:

- 8.3 **Visual Identity and Communications.** The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

6. Additions to Article 10.0

The following provisions are added to Article 10.0:

- 10.2 **Idem.** The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.
- 10.3 **Protection of Privacy.** The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:
- a. designate an experienced official who will be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
 - b. make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement;
 - c. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to deliver the Project;
 - d. only collect, use and disclose personal information if necessary to deliver the Project to the Recipient's Participants and comply with its obligations under the Agreement;
 - e. ensure that the personal information of the Recipient's Participants, including contact information, is accurate and up to date;
 - f. at the earliest opportunity, provide notice of collection, if required,

and obtain and retain any consents that may be necessary to deliver the Project and comply with its obligations under the Agreement in compliance with all applicable privacy legislation, and the Recipient's privacy policy;

- g. on behalf of the Province, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the Province for this Project and retain the signed forms as mandated by the Province for this Project for a period of seven (7) years and make it available to the Province, upon request;
- h. not use personal information that was collected for use in delivering the Project to the Recipient's Participants for any other purpose without the informed and voluntary written consent of the individual;
- i. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to deliver the Project to the Recipient's Participants and ensure the Recipient's compliance with its obligations under the Agreement;
- j. ensure that only the SPRA and employees authorized by the SPRA have access to the EOIS-CaMS, using their assigned EOIS-CaMS Enrolment Numbers and PIN IDs and that the SPRA and the authorized users abide by the SPRA Terms and Conditions and the representations made by the Recipient on the SPRA EOIS-CaMS Registration form;
- k. before disclosing personal information to employees, contractors and authorized subcontractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- l. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- m. provide Participants with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's privacy policy;

- n. ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Project or to comply with the obligations under the Agreement;
- o. ensure that electronic records containing personal information that are no longer needed to deliver the Project or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- p. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;
- q. cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- r. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in the delivery of the Project and compliance with the obligations under the Agreement.

7. Amendment to Article 12.0

Article 12.1 is deleted and replaced with:

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's

- obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30 day written notice of cancellation, termination or material change.

8. Addition to Article 15.0

The following provision is added to Article 15.1a.:

- iv. meet the performance commitments described in Schedule "G".

9. Amendment to Article 31

The following provisions are added to the list in Article 31: Article 10 and Section 8 e. in Schedule C.

10. New Article 32.0

Schedule "A" is amended by adding a new Article 32.0 **INTELLECTUAL PROPERTY**, as follows:

32.1 Ownership of Products. The Recipient will own the products.

32.2 Recipient's Grant of Licence. The Recipient grants the Province and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products in Ontario for any purpose except commercial gain. Without limitation, the Province may update, revise, copy, translate or distribute the Products to its Stakeholders.

32.3 Representation and Warranty. The Recipient represents and warrants that the grant of licences pursuant to section 32.2 will not infringe or induce the infringement of any third party intellectual property rights.

32.4 Acceptance of Terms of Licence. If at any time, the Recipient is granted a licence for other Products pursuant to an agreement with the Province and another organization to carry out a project with the Province, or a successor Government of Ontario program, the Recipient acknowledges and agrees:

- a. that the licence for the other Products is solely applicable for the purpose of the Recipient carrying out the Project or a subsequent project with the Province, or a successor Government of Ontario program; and
- b. the license expires on the day that the Recipient does not hold a

valid agreement with the Province to carry out a project with the Province, or a successor Government of Ontario program; and to immediately cease using, modifying, reproducing or distributing the other products upon the expiry of the licence.

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

The Project will be delivered for the period [ENTER the Effective Date of the agreement] to [ENTER end date of the agreement].

1. BACKGROUND

SkillsAdvance Ontario (SAO) is a sector-focused workforce development pilot that provides employers in specific sectors with access to job ready, skilled workers that meet their workforce development needs; and provides Individuals with sector-focused employment and training services, including experiential development opportunities to support them to obtain, succeed, and advance in employment.

SAO will support employers to:

- a. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of Incumbent Workers; and
- d. Form effective and dependable workforce development partnerships with delivery partners.

SAO will provide Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. New jobs in field of training;
- e. The ability to sustain or advance from their current employment; and
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

SAO sectors are identified by delivery partners and advisory committee (refer to Section 3 in this schedule for roles and responsibilities of delivery partners and advisory committee) in Ontario as having vacancies and advancement opportunities for partnership to develop sector-focused training curriculum and employment services to meet workforce development needs.

2. OBJECTIVES

SAO is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, onboarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

3. ROLES AND RESPONSIBILITIES

The Province will:

- a. Administer the Project by receiving and monitoring progress and performance against Agreement activities and outcomes;
- b. Collect and review products, outcomes, and data to evaluate the Project;
- c. Assess the Recipient's capacity to manage complex relationships, its knowledge of and credibility in the sector and regional community, as well as its project management capabilities;
- d. Conduct Recipient site visits; and
- e. Participate in advisory committee, as appropriate.

The Recipient will:

- a. Deliver SAO activities by undertaking all of the Project components and subcomponents;
- b. Lead delivery partners (such as service providers, training providers, SAO employers and community partners) and advisory committee to carry out Project components and subcomponents;
- c. Establish an advisory committee (if an advisory committee has not been established);
- d. Ensure advisory committee consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;
- e. Ensure delivery partners and advisory committee:
 - i. Advise on sector requirements, including identifying job vacancies to be filled;
 - ii. Develop relevant sector-focused employment services and skills training curriculum;
 - iii. Maintain the ongoing relevance of the workforce development activities; and
 - iv. Deliver sector-focused employment services and skills training;
- f. Enter into and maintain contractual arrangements with delivery partners to deliver SAO;

- g. Develop and manage clear and transparent business arrangements and practices with delivery partners, including developing:
 - i. Clear performance expectations for delivery partners;
 - ii. Consistent and transparent methods for distributing operating Funds and financial supports to delivery partners;
 - iii. Practices for the sharing of Participant data between delivery partners and the Recipient. Participant data sharing practices must comply with applicable privacy legislation;
 - iv. Policies regarding service delivery and coordination, such as intake and assessment processes and procedures, referral processes;
 - v. Processes to collect and report data from all delivery partners in order to accurately complete reporting requirements as required;
 - vi. Written policies on the reimbursement payment process to all delivery partners;
- h. Participate actively in the reporting, monitoring and evaluation of the Project;
- i. Ensure that objectives, milestones and outcomes are being met;
- j. Keep a record of progress and accomplishments to-date and maintain accurate financial records;
- k. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;
- l. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and
- m. Input and actively manage information in EOIS-CaMS as required under the Agreement.

4. EMPLOYER ELIGIBILITY AND SUITABILITY

The Recipient will ensure that employers meet the eligibility and suitability requirements set out below:

a. Eligibility:

The Recipient will ensure that employers:

- i. Have identified job vacancies or advancement opportunities in Ontario consistent with the workforce development needs to be addressed by the partnership;
- ii. Are registered and licensed to operate in Ontario;
- iii. Comply with all applicable legislation, including federal and provincial human rights legislation, regulations, and any other relevant standards, as well as the *Occupational Health and Safety Act, R.S.O. 1990*, *Employment Standards Act, 2000, S.O. 2000*, and *Freedom of Information and Protection of Privacy Act, R.S.O., 1990*;
- iv. Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage, as well as adequate

- third party general liability insurance as advised by its insurance broker;
- v. Provide job placements in Ontario;
- vi. Place the Participant on their payroll and provide the same employment terms, conditions, and benefits as for their regular employees during job placements;
- vii. Disclose any other government sources of funding associated with employing the Participants;
- viii. Do not hire Participants to displace existing staff or replace staff who are on lay-off;
- ix. Do not receive government funds from any other source for the same training and job placement services provided to the Participant; and
- x. Are not EO employment and training services providers.

b. Suitability:

The Recipient will ensure that employers:

- i. Demonstrate identified vacancies or advancement opportunities that have the potential to be permanent with long-term sustainability;
- ii. Offer support for training completion through:
 - 1. Flexible work arrangements and experiential development opportunities, such as job shadows or job placements;
 - 2. Providing adequate supervision and on-the-job training;
 - 3. Collaboration with delivery partners and advisory committee during the term of the Agreement in identifying specific essential, technical, and employability skills requirements associated with vacancies and advancement opportunities; and
 - 4. Providing advice on changes required to sector-focused employment services, training curriculum or occupational training.

5. PARTICIPANT ELIGIBILITY AND SUITABILITY

a. Eligibility

The Recipient will ensure that Participants meet the eligibility requirements set out below:

- i. Individuals who are unemployed, precariously employed, or employed with low household income (for the purpose of this Project, Individuals who are working less than an average of 20 hours per week are considered to be unemployed and low household income is based on Low Income Cut-Off);
- ii. Individuals who are on a SAO employer's payroll but are facing barriers to job retention or advancement as identified by the delivery partners and advisory committee;

- iii. Individuals who are not participating in full-time training, education, or any other government training intervention that offers funding support for similar training or training-related costs (Note: Participants may access SAO financial supports in combination with supports from other government programs, provided they do not overlap or duplicate one another);
- iv. Residents of Ontario and legally entitled to work in Canada (i.e. citizens, permanent residents, or protected persons) and consistent with direction on other EO programs, Individuals who are not permanent residents or citizens (for example, 900-series Social Insurance Number holders) are not eligible, unless they meet the exceptions indicated in the [Province's advisory on eligibility](#).
- v. 18 years of age or older; and
- vi. Individuals who are not employed in senior management or executive positions, or have controlling interest in the business.

b. Suitability

The Recipient will ensure that suitable Participants demonstrate the following factors:

- i. Having interest in pursuing a career in the identified sector; or for Individuals who are Incumbent Workers, having interest in advancement and demonstrate potential for success in SAO;
- ii. Poor employment history, for example, long-term unemployment, insufficient working hours (under-employment), or interruptions in work history;
- iii. Low household income, employment in a low-wage job, or dependence on non-employment income sources, such as social assistance or employment insurance benefits;
- iv. The ability to meet additional sector, workplace-specific requirements or occupational requirements as advised by the delivery partners and advisory committee, such as manual dexterity or strength; and
- v. The ability to meet additional partnership or community-specific criteria, for example, to support the employment and advancement of equity-seeking groups, as applicable.

6. PROJECT COMPONENTS

There are two Project components under SAO. The following outlines the two SAO project components and their subcomponents:

a. Partnership Development

- i. Partnership Building and Employer Needs Determination;
- ii. Partnership Sustainment (Management)

b. Employer and Worker Services:

- i. Sector-Focused Recruitment (Including Orientation and Service Planning)
- ii. Sector-Focused Pre-Employment Services (“Soft Skills Training”)
- iii. Sector-Focused Essential and Technical Skills Training (“Hard Skills Training”)
- iv. Sector-Focused Employment Services (Including Job Matching and Development)
- v. Sector-Focused Retention and Advancement Services and Ongoing Case Management

The Recipient will ensure that all of the activities under the following Project component(s) and its/their subcomponents are delivered:

[
Insert variable:

a. Partnership Development and b. Employer and Worker Services

or

a. Partnership Development

or

b. Employer and Worker Services

]

The Recipient may work with delivery partners to undertake any Project activities under the Project component(s) and subcomponents as required, or the Recipient may deliver all of the component(s) and subcomponents directly.

7. Partnership Development

a. Partnership Building and Employer Needs Determination

Under this project subcomponent, the Recipient will:

- i. Conduct outreach activities with SAO employers to:
 1. Build trust across sector or industry employers and understanding of their alignment of interest; and
 2. Raise awareness of potential benefits of SAO and how it aligns with employers' business interests;
- ii. Establish open and inclusive planning of workforce development priorities with sector and industry employers and associations, including the development of key success indicators by

1. Complementing planning with effective governance, communication structures and approaches between SAO employers, advisory committee and delivery partners;
- iii. Develop and validate occupational and skills needs amongst SAO employers, which includes:
 1. Mapping and inventorying in-demand occupations, required competencies and credentials and technical and essential skills requirements; and
 2. Identifying specific and projected vacancies or advancement opportunities across SAO employers;
- iv. Identify knowledge, experience and other resources, such as cash or in-kind contributions by SAO employers that can be leveraged to achieve shared goals and outcomes;
- v. Where applicable, enter into contractual arrangements with delivery partners and SAO employers for the development and delivery of employment and training services;
- vi. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
 2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
 3. Endorsing sector-focused employment and training services and curriculum by SAO employers and advisory committee;
- vii. Customize employment and training curriculum and delivery approaches to meet the needs of SAO employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet SAO employers' needs on an ongoing basis; and
- viii. Conduct outreach with other community service providers to build awareness of SAO and to identify potential opportunities to develop connections that link Individuals to employment and training opportunities under SAO.

b. Partnership Sustainment (Management)

Under this project subcomponent, the Recipient will:

- i. Strengthen interpersonal and professional connections amongst SAO employers, advisory committee and delivery partners to encourage continued collaboration, coordination amongst stakeholders and to ensure Participants' needs are met;
- ii. Engage with delivery partners and advisory committee to modify and validate occupational needs and to update the competencies, credentials and skills required for occupations in the identified sectors;

- iii. Modify and refine employment service and skills training curriculum and delivery based on the changing needs of SAO employers; and
- iv. Build up sector and industry capability for partnering, which includes devising strategies, processes and systems for SAO employers to collaborate and partner.

8. Employer and Worker Services Component

Under this project component, the Recipient will ensure all of the services under all of the project subcomponents are made available to Participants and employers, but the Recipient is not required to deliver the subcomponents in the sequence listed below. Services may overlap with each other, based on needs and circumstance. The degree of support and intensity of each service will vary by Participant and not all Participants will need all subcomponents, or all of the activities within a subcomponent.

a. Sector-Focused Recruitment (Including Orientation and Service Planning):

The objective of this subcomponent is to identify Individuals with employers to receive training and services, to fill identified vacancies, and to lead them to retention in current employment or advancement opportunities.

The Recipient will:

- i. Recruit potential eligible and suitable Individuals for participation and provide orientation to the Individuals;
- ii. Create a case management profile;
- iii. Work together with delivery partners and SAO employers to screen Individuals based on:
 - 1. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;
 - 2. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and
 - 3. Potential fit with workplace culture as determined by the advisory committee; and
- iv. Screen Individuals for participation based on suitability (in particular, for Jobseekers, the Individual would not find employment in the identified sectors without SAO services).

Orientation Activities

The Recipient will:

- i. Conduct interview(s) to assess Individuals' motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);

- ii. Ensure Individuals are made aware of SAO and sector-specific requirements at the employer's job site, if possible, such as:
 - 1. The requirement to participate in service components based on their needs, including information on time commitments and sector's employment requirements; and
 - 2. Requirements and conditions of advancement opportunities in the sector, if already employed.
- iii. Assess essential skills and job readiness, based on SAO employer input and training requirements, and support evaluation of learning outcomes (pre- and post-training and intervention);
- iv. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up; and
- v. Advise Individuals well in advance of additional invasive screening activities used for employment in certain sectors.

Case Management and Access to SAO

The Recipient will:

- i. **For the Individual who is eligible:**
Ensure a case management profile, is created and completed in EOIS-CaMS for the Individual who wishes to proceed with the determination of suitability.
- ii. **For the Individual who is eligible but not suitable for SAO:**
Ensure that the Individual is referred to or provided with information on employment and training programs and services.
- iii. **For the Individual who is eligible and suitable and wishes to proceed with SAO:**
Ensure a service plan is created for Participants indicating registration in SAO.

Service Planning

The Recipient will ensure that:

- 1. The service plan is developed jointly with the Participant and identifies goals as they relate to SAO participation, all Project components and subcomponents the Participant will take part in, any participation supports or referral services the Participant may require to achieve his or her goals, and is updated regularly, as the Participant moves through different Project components and subcomponents to achieve employment and career or advancement goals;

2. If the Participant is a social assistance recipient, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;
3. If the Participant is a social assistance recipient, but does not provide consent to contact the social assistance case manager or administrator, advise the Participant that access to participant financial supports and job placement stipend under SAO will not be made available;
4. The Participant's case is managed throughout the Participant's involvement in employment and training services; and
5. Post-employment follow-up is conducted.

iv. Employability, Essential Skills and Job Readiness Assessment

Ensure that the Participant's employability, essential skills and job readiness are assessed using an assessment tool recommended by the advisory committee.

The Recipient will ensure that:

1. The assessment tool determines Participant's strengths and areas for improvement;
2. The assessment tool measures Participants' progress and their skill level pre- and post- training;
3. The same assessment tool is used for both the pre- and post-training assessments; and
4. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the Province.

b. Sector-Focused Pre-Employment Services ("Soft Skills Training"):

The objective of this subcomponent is to deliver sector-focused pre-employment services and prepare workers for employment or advancement opportunities in the identified sectors.

The Recipient will ensure that Participants are provided with the following skills using curriculum developed or updated based on sector employers' needs as identified by the advisory committee:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
 1. Career readiness or soft skills;
 2. Job attainment skills, including preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;
 3. Sector-focused job attainment skills that are identified by advisory committee;

4. Transferable employability skills required to support their long-term resilience in the labour market; and
 5. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:
1. Individualized career counselling;
 2. Ongoing career planning;
 3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours; and
 4. Sessions on worker rights, including employee duties and employer obligations under the *Employment Standards Act, 2000*, and the *Occupational Health and Safety Act, 1990*.

Curriculum Development Agreement(s) and Training Delivery Agreement(s)

Where the Recipient will develop or update a training curriculum, or deliver training by itself, the Recipient will keep the following documentation:

- i. **Curriculum Development or Revision**
 1. Name and description of the curriculum;
 2. Date curriculum will be delivered to the Recipient;
 3. Credential to be obtained (for example, a certificate);
 4. Proof of SAO employer endorsement; and
 5. Reports on Project and Participant progress
- ii. **Training Delivery**
 1. Name and description of the training;
 2. Duration of training;
 3. Credential to be obtained (for example, a certificate);
 4. Number of Participants to be trained;
 5. Reports on Project and Participant progress; and
 6. Proof of training delivery in Ontario.

Where the Recipient will work with delivery partners to develop or update the curriculum or deliver training, the Recipient will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

Curriculum Development Agreement(s):

If an existing curriculum requires revisions or if a new curriculum is to be developed, at a minimum, the curriculum development agreement(s) will include:

- i. Name and contact information of the curriculum developer;
- ii. Name and description of the curriculum;
- iii. Date curriculum will be delivered to the Recipient;

- iv. Credential to be obtained (for example, a certificate);
- v. Proof of SAO employer endorsement; and
- vi. A requirement for the curriculum developer to supply the Recipient with any reports on Project and Participant progress required by the Recipient to meet its reporting, monitoring and evaluation requirements in the Agreement.

Training Delivery Agreement(s):

At a minimum training delivery agreement(s) will include:

- i. Name and contact information of the training provider;
- ii. Name and description of the training;
- iii. Duration;
- iv. Credential to be obtained (for example, a certificate);
- v. Number of Participants to be trained;
- vi. Cost per Participant;
- vii. Training provider refund policies;
- viii. Requirement that the training provider give the Recipient any reports on Project and Participant progress required for the Recipient to meet its reporting requirements to the Province; and
- ix. Proof of training delivery in Ontario.

c. Sector-Focused Essential and Technical Skills Training (“Hard Skills Training):

The objective of this subcomponent is to provide Participants with sector-focused essential and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by SAO employers and the advisory committee).

The Recipient will ensure Participants are provided with:

- i. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified;
- ii. Any required workplace safety training (including certification) required;
- iii. Training opportunities that are short in duration (no longer than six months to accelerate entry to employment and generation of income); and
- iv. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the delivery partners and advisory committee to support resilience in employment.

d. Sector-Focused Employment Services (Including Job Matching and Development):

The objective of this subcomponent is to provide Participants and employers with employment services including job search assistance, job matching and development, job shadowing, job placement, job coaching, screening support, onboarding and workforce retention support.

Participants

Under this subcomponent, the Recipient will ensure Participants are provided with:

- i. Job search assistance services, job coaching and support during the job search process;
- ii. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;
- iii. Job shadowing opportunities that will provide Participants with an understanding of how skills are applied in the workplace by observing existing employees at the workplace perform their jobs. This subcomponent will:
 1. Help Participants validate their work interests and skills and identify required workplace accommodation and training needs; and
 2. Be of a short-duration, as determined by the Participants and the SAO employer.
- iv. Job placement opportunities that will support Participants in bridging into sustainable employment through:
 1. Paid shorter-term experiential learning opportunities for Participants to practice and demonstrate skills learned in a workplace, replicating the work tasks associated with the job, as well as the opportunity to gauge whether the job is a good fit with their employment interests and goals;
 2. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
 3. Mentorship activities (for example, working with employers to identify and support mentors in the workplace, offering mentorship workshops and other activities as determined by the advisory committee).

Job placements are used in instances where there is potential to lead to permanent employment in an identified vacancy or advancement opportunity. Where job placements are used, the Recipient will work with the Participant and the SAO employer on establishing a placement agreement that details a plan and necessary supports required to achieve employment goals. Consistent with other Employment Ontario programs, exceptions may apply for Participants with disabilities.

The Recipient will ensure wages paid to the Participants during job placements meet all requirements under the *Employment Standards Act, 2000*.

Participants may participate in more than one job placement, depending on the vacancies identified by the delivery partners and advisory committee.

The Recipient will conduct at least one site visit prior to any job placements with each SAO employer to confirm the suitability and safety of the workplace.

Should a Participant accept an offer of employment prior to this subcomponent, the Participant is not required to participate in a job placement.

- v. Job coaching that prepares Participants for job placements and employment before the placement; and after the placement is completed, coaching in the form of regular monitoring of progress and ongoing support.

The Recipient will ensure that employment goals stated in the placement agreements are met by both the Participant and the SAO employer and offer the following services as required:

- i. Guidance and direction on the employer's expectations and workplace standards;
- ii. One-on-one, on-site training and support, including orientation to workplace health and safety as required;
- iii. Identifying, preventing and resolving issues as they arise during employment;
- iv. Working with the Participant and the employer to identify and make use of internal and external training as well as career development opportunities that align with the Participant's employment and career goals; and
- v. Building the Participant's work capacity and support on-the-job activities through monitoring activities such as site visits.

Screening Activities

Once the Participant has been matched with job shadowing or job placement opportunities, the Recipient will coordinate the following screening activities in accordance with article 10 in Schedules A and B where the employer advises it is necessary and the Participant has provided consent to same:

- i. Testing for manual dexterity or strength;
- ii. Drug screening; and
- iii. Criminal background checks:
 - 1. The employer reviews the criminal background/police records check to determine if it raises any relevant concerns about employment in the sector. If the record may present a barrier in the hiring process, but arguably does not raise any relevant concerns, the Recipient may advocate on behalf of the Participant (for example, demonstrating how they meet employers' identified needs);

2. If the record raises relevant concerns about employment in the sector, the Participant may not move forward with that particular job shadow, job trial, or job placement;
3. If the barrier is only with a particular employer, the Participant could potentially be matched to another employer in the sector;
4. If the barrier would apply across the identified employment sector, additional service planning by the Recipient and the Participant will be required to identify more appropriate employment goals.

Employers

Under this subcomponent, the Recipient will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

- i. Screening services that support SAO employers in determining their workforce needs, screening and identifying Participants who are suitable matches based on their relevant skills, education and interests for any identified vacancies or advancement opportunities;
- ii. Coaching services where the Recipient acts as a liaison between the Participant and the employer, working with both sides to identify and resolve issues, as well as provides employers with assistance in evaluating and monitoring the Participant's job performance and progress; and
- iii. Onboarding and workforce retention support, such as recruitment support, onboarding new hires, and developing retention strategies that will help employers keep talented workers within their businesses.

e. Sector-Focused Retention and Advancement Services:

The objective of this subcomponent is to provide post-employment services to both Participants and employers for one year following the start of employment.

The Recipient will ensure that Participants are provided with sector-focused post-employment services that support Participants in retaining skills, succeeding, and advancing in employment in the identified sector. Post-employment services include ongoing individual case management, mitigation of risks to post-placement success and referrals to wraparound supports as required.

The Recipient will:

- i. Develop a follow-up plan with Participants upon conclusion of their placements, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;
- ii. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and
- iii. Sector-focused re-employment assistance, for example,

1. If a Participant is unable to retain employment with the employer, work with the Participant to identify more appropriate employment opportunities and address any barriers to retention; and
2. If a Participant is no longer interested in remaining in the sector, provide assistance to identify more appropriate employment opportunities outside of the sector, or refer the Participant to other EO Services.

8. FINANCIAL SUPPORTS

a. Employers

- i. The Recipient will ensure that financial supports:
 1. Offset additional supervisory or training costs for mentors to provide supervision to Participants, such that employers will not need to make additional investments to train Participants hired through SAO;
 2. Help employers to ensure that conditions are in place to support placement success (for example, adequate integration and supervision or mentorship available to Participants);
 3. Are available to employers to support paid release time for Participants to maintain ongoing contact with the Recipient to identify and mitigate risks to their placement success;
 4. Do not subsidize the placement Participant's wages; and
 5. Are not available to public sector and broader public sector employers.
- ii. The maximum employer support amount per job placement is up to \$1,000 (details of employer supports are set out in Schedule "H" of the Agreement).
- iii. Are reflective of the duration and intensity of support based on need and in accordance with Schedule "H".

b. Participants

- i. The Recipient will ensure that financial supports:
 1. Are available to Participants to return for employment services, for example, on a weekly or bi-weekly basis during job placements (details are set out in Schedule "H" of the Agreement);
 2. Are available to Participants to address temporary financial barriers to participation in SAO (details are set out in Schedule "H" of the Agreement);
 3. Are consistent with other EO programs, where exceptions may apply for Participants with disabilities as set out in Schedule "H" of the Agreement;
 4. In the form of job placement stipends (equivalent to the prevailing minimum wage for a maximum of 35 hours per week

up to two weeks in duration) are available to Participants to support their first two weeks of a job placement, or employment, bridging the gap between their employment and their first pay cheque;

5. For each job placement is appropriate for each Participant, and reflective of the duration of support;
 6. Do not exceed a maximum of \$3,000 for both Participant Financial Supports and the Job Placement Stipend; and
 7. Are not provided to Participants who receive similar supports through other programs, for example under Ontario Works or Ontario Disability Support Program.
- ii. The Recipient will obtain Participant consent to contact and work with the social assistance case manager to ensure that Participants accessing social assistance programs:
1. Will receive the maximum amount of support appropriate (for example, if the Participant is eligible to receive greater support through work-related benefits than through the Project); and
 2. Will not receive supports concurrently from other social assistance programs to address the same barrier.

Note: Incumbent Workers are not eligible for the job placement stipend.

16. EOIS-CaMS

The Recipient will ensure that EOIS-CaMS is used to support the delivery of SAO, case management of Participants, and reporting of Participant and employer information to the Province.

The Recipient will:

- a. Comply with the Terms and Conditions of the SPRA EOIS-CaMS Registration and any directions and policies provided by the Province relating to the use of EOIS-CaMS;
- b. Use EOIS-CaMS in accordance with the EOIS Case Management System User Management, and EOIS-CaMS Service Provider User guides posted on the EOPG;
- c. Be responsible for all staff who are authorized to use EOIS-CaMS and ensure that only authorized staff have access to EOIS-CaMS and the Reporting Website;
- d. Use EOIS-CaMS to manage Participant cases and report Participant and employer data/information in a timely manner;
- e. Designate at least two staff in their organization who will be assigned the role of service provider registration authority (SPRA);
- f. Ensure that the SPRA is responsible for setting-up and maintaining

access for authorized staff.

17. CUSTOMER SATISFACTION

The Recipient will:

- a. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- b. Conduct the survey using questions provided by the Province.

18. MONITORING AND EVALUATION

a. Monitoring

Monitoring, under the Agreement, will be a collaborative effort between the Province and the Recipient. Its aim is to support continuous improvement. Some of the activities that can be expected during the life cycle of an Agreement include:

- i. Activity and financial reporting;
- ii. On-site compliance and evaluation visits;
- iii. Discussions via telephone; and
- iv. Correspondence by mail or e-mail.

b. Evaluation

If requested by the Province, the Recipient will assist the Province in its evaluation and performance management of the Project by:

- i. Contacting Participants and employers on behalf of the Province;
- ii. Contacting other stakeholders on behalf of the Province; and
- iii. Participating in evaluation activities conducted by or on behalf of the Province including surveys, interviews and discussion groups.

19. CUSTOMER SERVICE

Without limiting the generality of section 2.3 of the Agreement, the Recipient shall have comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management and administrative support.

The Recipient shall:

- a. Have:
 - i. a customer service charter that is posted and visible to customers;
 - ii. delivery site(s) and facilities and days/hours of operation that are posted and visible to customers;
 - iii. a customer complaint and resolution process in place.

- b. Have, at a minimum, the following three elements in their customer service charter:
 - i. believe in quality service;
 - ii. encourage feedback (compliments or complaints);
 - iii. will follow up on this feedback in a prescribed manner and timeframe.
- c. Ensure that delivery site(s) and facilities reflect customer need, including:
 - i. accessible facilities or service provision at an accessible site;
 - ii. itinerant and/or mobile services where local need is identified;
 - iii. days or hours of operation that reflect customer need.
- d. Obtain the prior written consent of the Province to adjust their delivery site(s), facilities, or days and hours of operation.
- e. Ensure that extended evening and weekend hours of service are offered where there is identified need.
- f. Not be required to offer these services on statutory holidays.

20. DOCUMENTATION REQUIREMENTS

a. Employers:

The Recipient will ensure that its records relating to an employer contain:

- i. Proof of employer's eligibility;
- ii. Documentation of at least one site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
- iii. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- iv. A completed SkillsAdvance Ontario Employer Registration form;
- v. Employer profile information, including size, sector and the Participant's occupational profile;
- vi. Information that describes the capacity of the employer and the workplace to provide relevant training;
- vii. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
- viii. An assessment of the employer's ability to fulfill placement commitments and to provide employment to the Participant after the training is completed which may include:
 - 1. Evidence of employer's request for placement supports;
 - 2. Information on placement duration(s); and
 - 3. Evidence of Recipient approval and payment of supports based on the job placement.

b. Participants:

The Recipient will ensure that records for Participants include:

- i. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection

and the consent to the Province's indirect collection of personal information;

- ii. A statement on file that
 - 1. The Participant's photo identification has been reviewed; or
 - 2. Two pieces of government-issued identification have been reviewed (for example, social insurance number card, birth certificate), if the Participant does not have photo identification available; and
 - 3. Proof of eligibility to work in Ontario has been reviewed (for example, permanent resident card, social insurance card);
- iii. Assessments, service referrals and evidence of progress;
- iv. A clear and achievable service plan for employment and or training;
- v. Rationale to support SAO participation, including suitability and employability information;
- vi. Clear explanations of how service is expected to improve employability;
- vii. Details of financial supports, such as:
 - 1. Reason for the supports;
 - 2. Amount of supports;
 - 3. Confirmation of income level; and
 - 4. Authorized signature for supports.

21. FACILITIES AND FACILITIES LEASES

a. Facilities

The Recipient will:

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

b. Facility Leases

If relocation or revision of facility arrangements is required, the Recipient will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

22. FRENCH LANGUAGE SERVICES

The Recipient will ensure that the Project is carried out in French, as directed by the Province, including providing the following in French:

- a. Outreach
 - i. Marketing materials (brochures);
 - ii. Outreach strategies developed and conducted;
- b. Verbal Communications
 - i. Telephone;
 - ii. In person, such as interviews, visits, meetings, workshops and information sessions and consultations;
- c. Written Communications
 - i. Correspondence such as letters and faxes;
 - ii. Email, interactive databases and Internet;
- d. Signage and Public Notices
 - i. Interior and Exterior;
- e. Forms and Documents
 - i. Stationery;
 - ii. All forms used for identification, certification or application such as licenses, and certificates; and
 - iii. Any document intended for public use.

If the Recipient is not directed by the Province to carry out the Project in French, the Recipient will ensure that individuals requiring French language services are referred to a designated service provider.

23. FORMS

The Recipient will use forms identified by the Province including the following:

- a. SkillsAdvance Ontario Participant Registration form;
- b. SkillsAdvance Ontario Employer Registration form; and
- c. SkillsAdvance Ontario Training Placement Agreement.

These forms are mandatory and cannot be altered by the Recipient. These forms are available on the EOPG.

The Recipient will develop a separate document if it requires additional information or consents from the Participant.

24. INSURANCE

The Recipient will ensure that:

- a. Employers have sufficient insurance coverage purchased to meet the requirements. Details of the requirements are set out in the Employment Service Guidelines posted on the EOPG under sections 5.11 and 5.12.
- b. Employers comply with the insurance requirements and claims procedures and processes; and
- c. Participants and employers are aware of their workplace safety responsibilities.

25. TRANSFER PAYMENT COMMON REGISTRATION SYSTEM

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the TPCR system website to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

SCHEDULE "D"

BUDGET

Sector [ENTER Sector Name]

2019-2020

FUNDING CATEGORIES	AMOUNT
Operating Funds	\$
Financial Supports for Employers and Participants	\$
MAXIMUM SITE BUDGET	\$

SCHEDULE "E"

PAYMENT PLAN

The monthly payment amount will be calculated as follows:

Maximum Funds / number of monthly payments *

*The number of monthly payments will be the number of calendar months for which there is Project activity for fiscal year(s) as specified in Schedule "C" Project Description and Timelines.

The last month's payment under this Schedule is subject to a hold back of 15% of the Maximum Funds. If the Funds paid under the Agreement are less than the Maximum Funds, the scheduled payment amount (and hold back amounts) will differ. The hold back will remain at 15% of actual Funds paid.

The funds subject to this hold back will be released by the Province, subject to adjustments as contemplated by the Agreement, upon Project completion. The Project is considered complete when the Province has received and reviewed all reports outlined in Schedule "F"

Pursuant to section 4.2c of the Agreement, the Province may adjust the monthly payment based on the Estimate of Expenditure Reports referenced in Schedule "H". For greater certainty, the Maximum Funds shall not be exceeded.

SCHEDULE "F"

REPORTING

ACTIVITY REPORTS

1.

[
For existing projects continuing into 2019-20, use:

Quarterly Status and Adjustment Report (QSAR)

Report 1 April 1, 2019 to June 30, 2019

Due Date: July 19, 2019

Report 2 July 1, 2019 to September 30, 2019

Due Date: October 21, 2019

Report 3 October 1, 2019 to December 31, 2019

Due Date: January 17, 2020

Report 4 January 1, 2020 to March 31, 2020

Due Date: April 20, 2020

For new projects/new recipients starting in 2019-20, use:

SkillsAdvance Ontario Pilot Start-up Progress Report and Compliance Questionnaire

For **Effective Date** to June 30, 2019

Due Date: July 19, 2019

Quarterly Status and Adjustment Report (QSAR)

Report 1 July 1, 2019 to September 30, 2019

Due Date: October 21, 2019

Report 2 October 1, 2019 to December 31, 2019

Due Date: January 17, 2020

Report 3 January 1, 2020 to March 31, 2020

Due Date: April 20, 2020

]

FINANCIAL REPORTS

2. Estimate of Expenditure Report (EER)

Report 1 for Effective Date to July 31, 2019

Due Date: August 13, 2019

Report 2 for Effective Date to September 30, 2019
Due Date: October 10, 2019

Report 3 for Effective Date to November 30, 2019
Due Date: December 11, 2019

Report 4 for Effective Date to December 31, 2019
Due Date: January 13, 2020

Report 5 for Effective Date to March 31, 2020
Due Date: April 3, 2020

3. Statement of Revenue and Expenditure Report (SRER)

For the period Effective Date to March 31, 2020
Due Date: June 12, 2020

4. Auditor's Report, if applicable

For the period Effective Date to March 31, 2020
Due Date: June 12, 2020

5. Reports specified from time to time

On a date or dates specified by the Province.

6. Report Details

All reports will be submitted on the dates set out above. All reports above, except for the Auditor's Report, will be completed using a template provided by the Province. The templates will be available on the EOPG.

Requirements for the Auditor's Report are set out in Schedule "H".

SCHEDULE "G"

PERFORMANCE COMMITMENTS

Sector [ENTER Sector Name *NOTE: Repeat the entire sections of "INTAKE, CUSTOMER SERVICE, and DELIVERABLES in this Schedule should there be more than one sector]

2019-2020

***INTAKE**

Participant (Jobseekers) Intake Target	
Participant (Jobseekers) Placement Target	
Participant (Jobseekers) Retention Target	
Participant (Incumbent Workers) Intake Target	
Participant (Incumbent Workers) Placement Target	
Participant (Incumbent Workers) Retention Target	

*Intake Targets are defined in Schedule "B"

CUSTOMER SERVICE

PERFORMANCE COMMITMENTS	MINIMUM STANDARD
Customer Satisfaction (Participant/Employer)	85%

PARTNERSHIP DEVELOPMENT DELIVERABLES

ACTIVITIES	COMPLETION DATE
Establish SAO Advisory Committee Governance structure	
Develop a Sector-focused Recruitment plan (including orientation and service planning)	
Develop sector-focused curriculum	
Develop a sector-focused pre-employment services ("soft skills training") framework	
Develop a sector-focused essential and technical skills training ("hard skills training") framework	
Develop job matching and job placement plan/arrangements	
Develop sector-focused employment services and post-employment services plan	

EMPLOYER AND WORKER SERVICES DELIVERABLES

ACTIVITIES	COMPLETION DATE
Lead delivery partners and SAO Advisory Committee to deliver Project activities	
Deliver sector-focused recruitment activities (including orientation and service planning)	
Deliver sector-focused pre-employment services ("soft skills training")	
Deliver sector-focused essential and technical skills training ("hard skills training")	
Deliver job matching and job placement activities	

SCHEDULE "H"

AUDIT AND ACCOUNTABILITY REQUIREMENTS

Audit and Accountability Requirements For Effective Date to March 31, 2020

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

1. Definitions

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

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

Tangible capital assets include land, buildings and equipment.

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

- b. **"Multi-agreement holder"** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **"Project Accounting"** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

2. Funding Categories

a. Operating Funds

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province.

No more than 20% of the Operating Funds can be used for the Partnership Development and Sustainment (Management) component.

- i. Costs related to the provision of the Project that can be claimed against Operating Funds include:
 1. Staff and management salaries directly associated with the delivery of the Project;
 2. Hiring and training of staff (including professional development);
 3. Marketing (signage, print/paper/web ads, outreach, etc.);
 4. Facilities (rent);
 5. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
 6. Funding of Projects undertaken by the Recipient, including the distribution of funds to relevant partners;
 7. Accounting services and auditor's fees
 8. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)
 9. Partnership Development and Sustainment (Management) (up to a maximum of 20% of Operating Funds)
 10. Sector-focused recruitment (including orientation and service planning)
 11. Pre-employment service delivery ("soft skills training")
 12. Essential and technical skills training ("hard skills training")
 13. Employment services (including job matching and placement)
 14. Retention services and ongoing case management (post-employment services); and
 15. Other direct operating expenditures related to delivery of the Project.
- ii. The Recipient will not use Operating Funds for:
 1. Termination, severance costs and bonuses; or
 2. Major capital expenditures, such as the purchase or construction of facilities.

b. Administration Costs

Recipients are able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

c. Financial Supports for Employers and Participants are incremental supports to encourage employer and Participant participation. They are intended to support employers to ensure that the right workplace conditions are in place to support placement Participant success (i.e. adequate integration and supervision/mentoring of the placement Participant); and to support job placement Participants to maintain ongoing contact with service providers to identify and mitigate risks to their placement success.

- i. **Employer Supports** are funds (up to \$1,000 per placement) used to offset the cost of:
- ii. **Lost productivity of workplace mentors** assigned to assist Participants participating in a formal job placement.
 1. The rate for financial support related to mentorship is the assigned mentor's hourly or pro-rated wage, to a maximum of \$20/hour.
 2. The maximum amount payable to support workplace mentorship is equal to 26 hours x the maximum hourly wage of the assigned mentor, the equivalent of up to two hours per week for the three month recommended minimum duration of the job placement.
- iii. **Paid release time** for Participants participating in a formal job placement to return to service providers for employment services on a regular basis (e.g. weekly or biweekly).
 1. The rate for financial support related to paid release time is equal to the Participant's hourly or pro-rated wage, to a maximum of \$20/hour.
 2. The maximum amount payable to support paid release time is equal to the Participant's assigned hours of participation in employment services during regular business hours over the course of a job placement, up to 48 hours.
- iv. **Participant Supports** are funds (up to \$3,000 per Participant) available to address Participants' temporary financial barriers to participation in service components (from intake to completion of job placement).

1. Participant Financial Supports: These are available to all Participants (both Jobseekers and Incumbent Workers) under the following categories:

- a. Transportation;
- b. Food;
- c. Work clothing or uniforms;
- d. Special equipment for work, such as workplace accommodation needs;
- e. Emergency or occasional dependent care;
- f. Employer specific assessments, such as academic assessment, certification charges, language assessment; and
- g. Translation of academic documents.

Consideration of financial supports for Incumbent Workers is based on their current wage rates and the financial burden that is being incurred over and above their regular employment (for example, financial supports cannot be for costs that the Participants already bear with their regular employment)

2. Job Placement Stipend: These are available only to Participants who are Jobseekers to support the first two weeks of job placements or employment to bridge the gap between the start of their employment and their first pay cheque. Job placement stipend will be provided by the Recipient to the Participants as financial support, if required. Job placement stipend is not intended to subsidize or supplement wages for the job placements paid by the employers and is equivalent to the prevailing minimum wage for a maximum of 35 hours per week, up to two weeks in duration.

3. Financial Considerations

a. Funds

- i. Recipients' use of Funds is also subject to the following limits:
 1. Operating Funds are allocated against an identified level of service;
 2. In situations of co-location of the Project with other programs and services, Project funds must only be used to cover costs directly related to the delivery of the Project; this must be managed by applying Project Accounting principles;
 3. The Recipient will not transfer funds between budget lines (as set out in Schedule "D" unless it obtains the prior written consent of the Province; and
 4. The Recipient **should not anticipate** additional funds, although the Recipient should discuss any issues with the Province;
 5. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.

b. Interest Earned

The Agreement sets out the requirements on Interest Earned.

- i. If the Recipient fails to identify interest earned in the Estimate of Expenditure Report EER(s) and the Statement of Revenue and Expenditure Report, then the following applies:
 - 1. The Province will deem interest to have been earned based on the average of unspent Funds reported on the EER(s) and the SRER using the current interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the EER(s) and the SRER; and
 - 2. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

c. Bank Account

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in section 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

d. Capital Assets

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

e. Disposition of Assets

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

f. Deficits

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will

enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province).

g. Tax Rebates

Reporting Province program expenditures net of tax rebates:

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

h. Sample

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

4. Instructions for Reports Required

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

a. Estimate of Expenditure Report (EER)

The Recipient will submit to the Province Estimate of Expenditure Reports (EER) as required **in accordance with the instructions set out in Schedule "F"**. Each EER must identify the total expenditure for the defined period for each site using the best information available at the time, as well as the forecast of expenditures at March 31 of each year of the Agreement.

The Province will provide the Recipient with a template for the EER posted on the EOPG. The Recipient will complete the EER as directed by and in the form requested by the Province.

The Province may adjust payments based on each EER received during the year.

b. Statement of Revenue and Expenditure Report (SRER)

The Recipient will submit to the Province Statement of Revenue and Expenditure Reports (SRER) as required **and in accordance with the instructions set out in Schedule "F"**. The SRER is used as the basis for the Province's annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER posted on the EOPG. The Recipient will complete the SRER as directed by and in the form requested by the Province.

The SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Funds received or expended in prior years for a similar project have not been included;
- iii. Funding and expenditures from other sources have not been included in the Report;
- iv. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- v. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest-bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient's immediate need for them were placed in an interest-bearing bank account in the name of the Recipient at a Canadian financial institution.

c. Auditor's Report

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER.

A copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

An Auditor's Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-

- iii. secondary education;
Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or
- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

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