

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

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

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

Date: March 21, 2023

Recommendation

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

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

Executive Summary

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

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

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

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

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

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

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

Linkage to the Corporate Strategic Plan

Strengthening our Community

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

Growing our Economy

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

Leading in Public Service

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

Links to Community Recovery

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

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter:

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

2.0 Discussion and Considerations

2.1 Purpose

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

2.2 Background

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

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

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

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

The role of the SSM includes:

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

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

2.3 Timelines

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

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

Phase 2 Competitive Process Timelines - London

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

Planning Period – February-April 2023

- Hiring of key staff; leasing space

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

Transition Period – May 2023-December 2023

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

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

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

2.4 Qualifications and Experience

Employment Services Delivery Expertise

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

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

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

Service System Manager

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

Relationship Development

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

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

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

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

Corporate Strength

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

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

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

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

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

2.5 Transfer Payment Agreement Risk Assessment

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

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

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

2.6 Authority Under the Municipal Act

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

2.7 Term of the Contract

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

2.8 Operational Considerations

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Security and Technology Considerations

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

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

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

2.10 Strategic Considerations

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

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

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

2.11 External Factors and Considerations

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

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

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

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

3.0 Financial Impact & Considerations

3.1 Funding

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

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

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

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

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

Transitional Funding

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

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

Integrated Employment Service Delivery (annually from January 2024 onward)

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

- a) Operational Funding \$27.2 M annually

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

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

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

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

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

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

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

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

3.2 Financial Considerations

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

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

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

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

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

Conclusion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amending Agreements and Other Agreements – Approve

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

Appendix A

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

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

Mayor and Clerk – Power to Execute

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

Other Documents (not Agreements)

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

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

Oversee Design, Planning and Delivery of Employment Services as SSM

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

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

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

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

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

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

Transfer Payment Agreement - Integrated Employment Services – Ratified

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

Appendix A

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

PASSED in Open Council on April 4, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

**ONTARIO TRANSFER PAYMENT AGREEMENT
Integrated Employment Services**

THE AGREEMENT is effective as of February 1, 2023

B E T W E E N :

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

(the “Province”)

- and -

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

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

1.2 **Entire Agreement.** The Agreement, along with any responses submitted in the Call for Proposal Response, constitutes the entire agreement between the

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency in any provisions of the Agreement:

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- a. by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), the *Auditor General Act* (Ontario), and the *Ombudsman Act, 1990* (Ontario);
- b. His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- c. the Funds are:
 - i. to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

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

- SIGNATURE PAGE FOLLOWS -

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

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

February 6, 2023

Date



Name: Hon. Monte McNaughton

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

The Corporation of the City of London

January 30, 2023

Date



Name: Kevin Dickins

Title: Deputy City Manager

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“EI” means Employment Insurance.

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

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

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

“EO” means Employment Ontario.

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

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

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

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

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

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

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

“Funding Year” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

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

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

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

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

“**OW**” means Ontario Works.

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

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

“Party” means either the Province or the Recipient.

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

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

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

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

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

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

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

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

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

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

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

“SE” means Supported Employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- a. it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with, and will continue to comply with all Applicable Laws including Privacy Laws, related to any aspect of the Project, the Funds, or both;
- d. there is no outstanding litigation, arbitration or other dispute to which the Recipient is a party which, if decided unfavourably to the Recipient, may have a material adverse effect on the ability of the Recipient to comply

with its obligations under this Agreement;

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

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

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

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

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

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

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

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

A2.5 **Managing Disputes.** The Recipient acknowledges that it has the sole responsibility for resolving any disputes that may arise between or among individuals in the Recipient's organization, the Consortium to which the Recipient is a member, or any Service Provider the Recipient has contracted with for the purposes of the Project, and that the Province has no responsibility in this regard.

A3.0 TERM OF THE AGREEMENT

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

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

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

ii. is in the name of the Recipient.

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

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.4;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- c. the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- a. the Recipient; or
- b. any person, including a former employee or former contractor of the Government of Ontario, who has the capacity to influence the Recipient's decisions,

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

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

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

A7.10 Collection and Review of Service Provider Records.

The Recipient will:

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

A10.1 Insurance.

- a. The Recipient, represents and warrants that it has and will maintain for the term of the Agreement, at its own expense, with insurers having a secure A.M. Best rating of B+ or greater, or equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain including the following:
 - i. **Commercial General Liability Insurance**, on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million Canadian dollars (C\$5,000,000) per occurrence. The policy will include the following:
 - 1. His Majesty the King in right of Ontario, his ministers, agents, appointees, employees and subcontractors as an additional insureds with respect to liability arising in the course of performance of the Participant's obligations under, or otherwise in connection with, the Agreement;
 - 2. a cross-liability clause;
 - 3. contractual liability coverage;
 - 4. products and completed operations coverage; and
 - 5. endeavour to provide 30-day written notice of cancellation or termination.
 - ii. **Errors and Omissions Liability Insurance**, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Agreement, in the amount of five million Canadian dollars (C\$5,000,000), per claim and in the annual aggregate.

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

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

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

A11.0 TERMINATION ON NOTICE

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

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

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

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

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

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

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

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

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

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

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Operational and Financial Supports Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Operational and Financial Supports Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Operational and Financial Supports Funds from any further instalments of Funds; or

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

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

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

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

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

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

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

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

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

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

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

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

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

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

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

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

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

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

by the Recipient;

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

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

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

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

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

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

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

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

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

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

- a. provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and
- b. do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

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

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

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

A27.0 COSTS

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

A28.0 SURVIVAL

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

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

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

SCHEDULE “C” PROJECT

1.0 Overall Objectives

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

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

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

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

2.0 Consortium Structure

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

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

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

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

3.0 Project Activities

a. Entire Agreement

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

i. Recipient's Roles and Responsibilities

The Recipient will:

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

ii. Province's Roles and Responsibilities

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

organizations) to help ensure the transformed system effectively meets their needs;

- c. engage with urban Indigenous, Métis, and Inuit partners about IES and on how the system provides services in a culturally responsive manner and improves employment outcomes for Indigenous Clients;
- d. establish the Visual Identity and Communication Guidelines for Employment Ontario Service System Managers and related branding requirements;
- e. oversee and participate in the Reference Group on Employment Services for People with Disabilities as a forum to engage with key organizations in collaboration with MCCSS and the Ministry for Seniors and Accessibility;
- f. oversee and monitor the Recipient's performance as per the terms and conditions of the Agreement, including potential termination of Agreement and replacement of the Recipient for underperformance, as articulated in the Incentive and Consequence Framework;
- g. chair the Joint Ministry-SSM Committee for SSMs to advise the Province on emerging trends, address issues and to share innovative practices with each other; and
- h. organize and lead local Catchment Area meetings (local regional MLTSD offices/MCCSS offices are responsible)

2. MCCSS will:

- a. provide financial assistance to Social Assistance Clients for basic needs and shelter, and health and other benefits, in accordance with OW and ODSP legislation and regulations, including financial administration and eligibility determination (initial and ongoing);
- b. determine individual service and support needs of Social Assistance Clients, informed by responses collected through the administration of the Common Assessment Tool;
- c. communicate with OW Administrators on policy and service delivery questions and clarifications;
- d. provide support with service coordination and integration of Social Assistance and EO services; and
- e. set up and lead local Catchment Area meetings (local regional MLTSD offices/MCCSS offices are responsible)

b. Planning Period

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

i. Recipient's Roles and Responsibilities

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

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

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

ii. Province's Roles and Responsibilities

1. MLITSD will:

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

2. MCCSS will:

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

under the responsibility of the Recipient during the Transition Period.

c. Transition Period

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

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

OW clients will be referred to the Recipient during the Integrated ES Delivery Period;

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

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

resolution and escalation process will:

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

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

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

d. Integrated Employment Services Delivery Period

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

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

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

1. Planning

The Recipient will:

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

2. Design

Based on planning activities, the Recipient will:

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

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

3. Delivery

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

The Recipient will:

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

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

4. Digital Service Delivery Channel

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

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

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

5. Delivery Partnership with Service Providers

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

6. Governance, Accountability and Oversight

The Recipient will:

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

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

ii. Province's Roles and Responsibilities

- 1. MLITSD's Roles and Responsibilities will include:
 - a. Monitoring and Administration, including:

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

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

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

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

4.0 Employment Action Plan

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

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

5.0 Service Level Determination

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

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

b. Self-Directed Services

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

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

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

c. Case-Managed Services

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

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

6.0 Joint Ministry-SSM Committee

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

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

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

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

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

7.0 Persons with Disabilities Reference Group

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

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

The objectives of the reference group are to:

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

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

8.0 Service Coordination

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

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

b. Service Coordination with Service Canada

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

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

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

c. Job Bank

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

d. TRF

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

e. Find Employment and Training Services (FEATS)

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

The Recipient will:

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

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

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

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

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

9.0 Status Quo Clients

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

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

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

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

10.0 Indigenous Services

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

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

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

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

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

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

11.0 Specialized Services for People with Disabilities

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

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

- a. Specialized Services for People with Disabilities should follow principles that specifically contribute to positive employment outcomes for People with Disabilities and align with the following principles:
 - i. Employment Services are guided by the individual's interests, skills and strengths while acknowledging barriers to employment, including those resulting from their disability and the workforce and skills needs of employers;
 - ii. Employment Service planning considers all aspects of the individual's needs and abilities to achieve a successful employment outcome, including opportunities for competitive employment;
 - iii. Employment support involves ongoing coordination with hiring employers and with health and social services providers where needed and as appropriate; and
 - iv. Employment Services help dispel myths or misunderstandings about employing People with Disabilities by driving innovation in service offerings for People with Disabilities and using best practices from Ontario, Canada and abroad.

- b. The Recipient will provide a wide range of services and opportunities for People with Disabilities, including:
 - i. additional service capacity for assistance for core services such as job search, job matching and job coaching support, including targeted job development or customized employment opportunities (job carving);
 - ii. additional and /or specific competencies and capacity with respect to serving Clients with high, unique, or complex employment needs;
 - iii. engaging with community partners, including employers to ensure employers' workforce needs are supported and to secure employment opportunities for People with Disabilities; and
 - iv. communications to attract People with Disabilities to their services

including a comprehensive outreach plan.

12.0 Service Delivery Channels

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

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

13.0 In-Person Service Delivery Sites

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

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

14.0 Digital Service Delivery Channel

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

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

15.0 Open License

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

16.0 Technology Requirements

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

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

17.0 Provincial Systems

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

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

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

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

a. Common Assessment Tool

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

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

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

b. Integrated Case Management

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

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

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

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

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

- ii. Integrated Case Management will be used by the Recipient to track and report on the services being offered to individual Social Assistance Clients and the outcomes of those services via the Employment Action Plan.

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

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

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

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

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

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

18.0 Information Management Requirements

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

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

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

19.0 Risk Management Framework

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

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

20.0 Communications Guidelines, Requirements and Promotion

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

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

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

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

21.0 Client Referrals

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

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

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

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

22.0 Resolving Social Assistance Client Referral Issues

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

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

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

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

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

23.0 Documentation Requirements

Recipient records will contain:

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

24.0 Customer Service Standards

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

The Recipient will:

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

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

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

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

25.0 Indigenous Cultural Competency Training

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

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

26.0 Monitoring and Evaluation

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

a. Province's Monitoring of SSM

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

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

b. Monitoring Service Providers

The Recipient will:

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

c. Evaluation

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

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

27.0 French Language Services

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

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

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

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

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

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

28.0 Facilities and Leases

The Recipient will either directly or through Service Providers:

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

Facility Leases

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

29.0 Transfer Payment Ontario

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

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

**SCHEDULE “C1”
ADDITIONAL PROJECT REQUIREMENTS**

1.0 Introduction

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

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

2.0 In-person Service Delivery Sites

- a. In addition to the requirement in Schedule “C” (In-Person Service Delivery Sites), the Recipient will provide in-person service delivery respecting the service delivery zones set out below that meets the following minimum standards:
 - i. a minimum of 75% of Clients served must be within 15 minutes or less of drive time to an in-person service delivery site; and
 - ii. maintenance of in-person service delivery sites within each service delivery zone.

- b. The service delivery zones are based on Statistics Canada Census subdivisions (CSD) in each Catchment Area. The service delivery zones for the Catchment Areas are, excluding reserves within the meaning of the *Indian Act, R.S.C., 1985, c.1-5*:

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

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

3.0 Dispute and Complaint Resolution

Public/Client disputes process will include the following steps:

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

Service Providers disputes process will include the following steps:

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

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

4.0 Partnership Engagement Activities

During the Planning Period, the Recipient will:

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

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

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

5.0 Diversity and Inclusion Training

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

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

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

6.0 Accommodation, Travel and Hospitality Expense Parameters

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

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

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

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

7.0 Change in Delegation of Authority

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

8.0 Capacity Building Strategy to form Partnerships with Indigenous Organizations

a. Partnerships with Indigenous Organizations

The Recipient Will:

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

b. Active Referral of Indigenous Clients to Indigenous Organizations

The Recipient Will:

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

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

**SCHEDULE "D"
BUDGET**

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

Summary

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

Fiscal Year 2022-2023

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

Fiscal Year 2023-2024

FUNDING CATEGORIES	AMOUNT
Operational Funds <ul style="list-style-type: none"> a. Planning Period Funds b. Transition Period Funds c. Service Provider network transition d. Integrated ES Delivery phase Operation Funds subtotal:	\$113,900.00 \$2,059,900 \$14,024,000.00 \$6,793,000.00 \$22,990,800.00
Transition Phase Outcomes Funds	\$125,000.00
Performance-Based Funds	\$1,998,000.00
Employment-Related Financial Supports for Job Seekers and Employers <ul style="list-style-type: none"> a. Service Provider network transition b. Integrated ES Delivery phase Financial Supports subtotal:	\$3,441,000.00 \$994,000.00 \$4,435,000.00
Financial Supports – ODSP Client Reserve <ul style="list-style-type: none"> a. Service Provider network transition b. Integrated ES Delivery phase Financial Supports – ODSP subtotal:	\$24,000.00 \$205,000.00 \$229,000.00
MAXIMUM BUDGET	\$29,777,800.00

Fiscal Year 2024-2025

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

Fiscal Year 2025-2026

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

SCHEDULE "E" **PAYMENT PLAN**

1.0 Payment of Operational Funds

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

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

2.0 Payment of Transition Phase Outcomes Funds

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

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

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

3.0 Billing of Performance-Based Funding

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

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

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

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

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

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

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

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

SCHEDULE “F” REPORTS

1.0 2022-2023 Fiscal Year

a. Ministry Generated Reports

i. Readiness Checklist

Transition Period Readiness Checklist
Due Date: April 21, 2023

ii. Estimate of Payments and Expenditure Report (EPER)

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

iii. Statement of Revenue and Expenditure Report (SRER)

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

b. Recipient Generated Reports

i. Auditor’s Report on the SRER

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

2.0 2023-2024 Fiscal Year

a. Ministry Generated Reports

i. Readiness Checklist

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

ii. Risk Register

As set out in Schedule “C”, section 19.0

Due Date: October 13, 2023

iii. Response to Transition Phase Outcomes

Due Date: On or before October 31, 2023

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

iv. Activity Reports

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

Due Date: July 17, 2023

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

Due Date: January 15, 2024

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

Due Date: April 15, 2024

v. Estimate of Payments and Expenditure Reports (EPERs)

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

Due Date: May 19, 2023

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

Due Date: July 21, 2023

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

Due Date: October 20, 2023

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

Due Date: January 19, 2024

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

Due Date: April 5, 2024

vi. Statement of Revenue and Expenditure Report (SRER)

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

Due Date: June 14, 2024

vii. Performance Reports

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

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

viii. Financial Supports Payment Reports

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

b. Recipient Generated Reports

i. Audited Financial Statements

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

ii. Complaints Reports

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

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

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

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

iii. Auditor's Report on the SRER

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

3.0 2024-2025 Fiscal Year

a. Ministry Generated Reports

i. Risk Register

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

ii. Activity Reports

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

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

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

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

iii. Estimate of Payments and Expenditure Reports (EPERs)

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

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

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

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

iv. Statement of Revenue and Expenditure Report (SRER)

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

v. Performance Reports

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

vi. Financial Supports Payment Reports

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

b. Recipient Generated Reports

i. Complaints Reports

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

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

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

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

ii. Audited Financial Statements

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

iii. Auditor's Report on the SRER

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

4.0 2025-2026 Fiscal Year

a. Ministry Generated Reports

i. Risk Register

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

ii. Activity Reports

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

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

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

iii. Estimate of Payments and Expenditure Reports (EPERs)

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

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

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

iv. Statement of Revenue and Expenditure Report (SRER)

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

v. Performance Reports

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

vi. Financial Supports Payment Reports

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

b. Recipient Generated Reports

i. Complaints Reports

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

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

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

ii. Audited Financial Statements

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

iii. Auditor's Report on the SRER

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

5.0 Reports specified from time to time

On a date or dates specified by the Province.

Report Details

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

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

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

**SCHEDULE “G”
PERFORMANCE COMMITMENTS**

1.0 Introduction

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

2.0 Catchment Area

Catchment Area where services are to be delivered: London

3.0 Partner Organization Information

Partner Organization Legal Name	Address	Contact Name	Contact Title	Contact Telephone	Contact Email
NA					

4.0 Planning and Transition Period Activities

- a. Transition Agreements signed with Service Providers
Due Date: On or before April 30, 2023

- b. Service Provider exit and wind-down plans submitted to the Province (during Transition Period only)
Due Date: as applicable

5.0 Integrated Employment Services Delivery Performance Commitments

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

Fiscal Year 2023-2024

Client Stream	Client Volume Commitment	Client Served Target
A	675	
B	927	
C	2408	
Total	4010	

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

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

Key Performance Indicators	Meeting Catchment Area Baseline	Recipient Commitment
Client satisfaction		
Client satisfaction with services	79.1	

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

Fiscal Year 2024-2025

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

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

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

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

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

Key Performance Indicators	Meeting Catchment Area Baseline	Exceeding Catchment Area Baseline	Recipient Commitment
Stream A			
Stream B			
Stream C			

Fiscal Year 2025-2026

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

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

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

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

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

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

1.0 Definitions

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

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

Tangible capital assets include land, buildings, and equipment.

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

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

2.0 Funding Categories

a. Operational Funds

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

- i. Costs related to the provision of the Project that can be claimed against Operational Funds include:
 1. staff and management salaries directly associated with the delivery of the Project;
 2. hiring and training of staff (including professional development);
 3. marketing (signage, print/paper/web ads, outreach, etc.);
 4. facilities (rent);
 5. facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
 6. amortization expenses for assets used directly in Project delivery;
 7. accounting services and auditor's fees; and
 8. other direct operating expenditures related to delivery of the Project.

- ii. The Recipient will not use Operational Funds for:
 1. hiring bonus, termination, or severance costs; or
 2. capital asset purchases.

iii. Administrative Costs

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

Examples of eligible Administrative Costs include the following:

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

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

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

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

iv. Planning Period Funds

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

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

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

v. Transition Period Funds

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

Transition Period costs may include:

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

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

vi. Service Provider network transition Funds

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

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

vii. Integrated ES Delivery phase Funds

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

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

b. Performance-Based Funding

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

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

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

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

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

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

ii. Calculation of Performance-Based Conditions

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

iii. Performance-Based Funding Monitoring and Required Documentation

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

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

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

iv. Billing of Performance-Based Funding

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

v. Validation of Performance-Based Funding

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

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

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

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

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

The Recipient **will not**:

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

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

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

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

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

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

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

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

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

i. Financial Supports Funding Required Documentation

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

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

ii. Billing of Financial Supports Funding

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

iii. Validation of Financial Supports Funding

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

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

3.0 Financial Considerations

a. Funds

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

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

b. Capital Assets

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

c. Claiming Capital Asset Amortization

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

d. Deficits

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

e. Tax Rebates

Reporting Province program expenditures net of tax rebates:

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

f. Sample

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

4.0 Instructions for Reports Required

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

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

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

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

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

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

b. Statement of Revenue and Expenditure Report (SRER)

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

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

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

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

c. Auditor's Report

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

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

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

d. Audited Financial Statements

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

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

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

e. Representations and Attestations

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

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

Supporting Documentation. Upon request, the Recipient will provide

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