

THE AGREEMENT effective as of [@MTCU_ETD_Agreement_Effective_Date@]

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister
of Training, Colleges and Universities

(the “Ministry”)

- and -

[@Supplier Name@]

(the “Recipient”)

Background:

This Agreement defines the terms and conditions of Funds to be used by the Recipient to deliver the Employment Service (ES).

Consideration:

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

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

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

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

“Agreement” means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 26.1 and the Audit and Accountability Requirements.

“Assisted Components” means the Job Search, Job Matching, Placement and Incentives and Job/Training Retention components of ES.

“Audit and Accountability Requirements” means the Audit and Accountability Requirements for Service Providers available on the EOPG. Despite section 28.2 of the Agreement, these Guidelines may be amended from time to time at the sole discretion of the Ministry and such amendment shall become effective when the Ministry gives Notice to the Recipient.

“Budget” means the budget and the transition budget attached to the Agreement as Schedule “B” and Schedule “E”, respectively.

“Client” means a person receiving service from the Recipient in Assisted Components and includes Participants.

“Client Service Planning and Coordination Component” means the component of ES described in Schedule “A”.

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

“Employment Ontario (EO) Programs” means the Employment Ontario programs identified in the Employment Ontario Information and Referral Resource Guide.

“Employment Ontario Information and Referral Resource Guide” means the guide as amended from time to time at the sole discretion of the Ministry that is available at http://www.tcu.gov.on.ca/eng/eopg/publications/ir_resource_pkg_2008.pdf.

“Employment Service Plan” means the plan that the Recipient develops with the Client that identifies the Client’s training/employment goals in the Assisted Component(s) and the sequencing.

“EOIS-CaMS” means the Employment Ontario Information System Case Management Solution which supports the delivery of Employment Ontario Programs, case management of Clients and reporting of Client and employer information to the Ministry.

“EOPG” means the Employment Ontario Partners’ Gateway web site available at www.eopg.ca.

“Event of Default” has the meaning ascribed to it in section 14.1.

“ES” means Employment Service.

“Employment Service Participant Registration Form” means the Participant Registration Form posted on the EOPG at www.eopg.ca/eng/forms.html.

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

“Funding Year” means:

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

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

“Guidelines” means the Employment Service - Service Provider Guidelines which may be amended from time to time at the sole discretion of the Ministry. The Guidelines are available on the EOPG.

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

“Job Matching, Placement and Incentives Component” means the component of ES described in Schedule “A”.

“Job Search Component” means the component of ES described in Schedule “A”.

“Job/Training Retention Component” means the component of ES described in Schedule “A”.

“Maximum Funds” means \$[@MTCU_ETD_Total_Contract_Value@].

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

“Participant” means a Client who is actively engaged in the Job Matching, Placement and Incentives or Job/Training Retention components of ES.

“Parties” means the Ministry and the Recipient.

“Party” means either the Ministry or the Recipient.

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

“Program” means the ES described in Schedule “A”.

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

“Resource and Information Component” means the component of ES described in Schedule “A”.

“SPRA” means the Service Provider Registration Authority who assigns authorized employees of the Recipient access to EOIS-CaMS and manages the Recipient’s access to EOIS-CaMS on terms and conditions relating to security and privacy.

“Unassisted Component” means the Client Service and Planning Coordination (CSPC) and Resource and Information (RI) components of the ES.

“Wind Down Costs” means the Recipient’s reasonable costs to wind down the Program.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;
- (c) any information the Recipient provided to the Ministry 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 shall continue to be true and complete for the term of the Agreement;
- (d) the materials described in section 5.1 shall not in any way infringe or violate any patent, copyright, trademark, industrial design, know-how or trade secret or any other right of any third party, nor shall it offend any law of any level of government; and
- (e) it shall take all reasonable actions to minimize and reduce the costs related to the Program that may be incurred as a result of the termination or expiry of the Agreement including negotiating all contracts related to the Program, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of termination or expiry of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement including if the Recipient is a band as defined under the *Indian Act* (Canada), it has passed a band resolution authorizing the Recipient to enter into the Agreement with the Ministry, or if the Recipient is a municipality it has passed a municipal by-law authorizing the Recipient to enter into the Agreement with the Ministry.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities including a policy on protection of privacy that complies with PIPEDA or the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available and a policy on conflict of interest, at all levels of the Recipient's organization;
- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (c) establish decision-making mechanisms;
- (d) provide for the prudent and effective management of the Funds;
- (e) establish procedures to enable the successful completion of the Program;
- (f) establish procedures to enable the timely identification of risks to the completion of the Program and strategies to address the identified risks;
- (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **[@MTCU_ETD_Agreement_End_Date@]** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

**ARTICLE 4
FUNDS AND CARRYING OUT THE PROGRAM**

4.1 **Funds Provided.** The Ministry shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C".

4.2 **Funds Deposited.** The Funds shall be deposited into an account designated by the Recipient as an account that resides at a Canadian financial institution and is in the name of the Recipient:

- (a) by the Ministry where Funds are deposited by electronic transfer; or
- (b) by the Recipient where Funds are not deposited by electronic transfer.

4.3 **Limitation on Payment of Funds.** Despite section 4.1, the Ministry:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry shall not be obligated to make any payment, and:
 - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) the Ministry may terminate the Agreement pursuant to section 13.1.

4.4 **Use of Funding and Program.** The Recipient shall:

- (a) carry out the Program:

- (i) in accordance with the terms and conditions of the Agreement; and
- (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program;

(b) use the Funds only for the purpose of carrying out the Program; and

(c) spend the Funds only in accordance with the Budget.

4.5 **No Changes.** The Recipient shall:

(a) not make any changes to the Program, and/or the Budget without the prior written consent of the Ministry; and

(b) abide by the terms and conditions the Ministry may require pursuant to any consent.

4.6 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 **Interest.** If the Recipient earns any interest on the Funds:

(a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.9 **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

OWNERSHIP OF MATERIALS, ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

5.1 **Ownership of Materials.** The Recipient shall own all materials, if any, created or developed with Funds under the Agreement. The Recipient grants to the Ministry a perpetual, irrevocable and royalty-free licence to use the final Program materials for any purpose except commercial gain. Without limitation, the Ministry may update, revise, copy, translate or distribute the final Program materials.

- 5.2 **Materials Provided on Cost Recovery Basis.** The Recipient agrees that if it provides the materials to any academic researcher, publicly-assisted educational institution or non-profit organization within Canada it may charge only for the reproduction of the materials on a cost recovery basis.
- 5.3 **Acquisition of Goods and Services.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a fair and transparent process that promotes the best value for money. Acquisition of goods and services, the cost of which exceeds **\$1,000**, should be through a competitive process including seeking written quotes from a minimum of 3 vendors. If a competitive process is not followed, the rationale shall be documented by the Recipient and approved by an authorized signing officer of the Recipient.
- 5.4 **Disposal.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded **\$1,000** at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

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

ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Ministry at the address provided in section 18.1, or in a manner set out in Schedule “D”, all Reports in accordance with the timelines and content requirements set out in Schedule “D”, or in a form as specified by the Ministry; from time to time;
- (b) submit to the Ministry at the address provided in section 18.1, or in a manner specified by the Ministry, any other reports requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports requirements and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain, both during the term of this Agreement and for a period of seven (7) years after:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program, including, but not limited to, records and documents containing personal information within the meaning of FIPPA and PIPEDA.

7.3 Inspection. The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Program, the compliance with the Agreement and the Recipient’s expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Program.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified

by the Ministry, as the case may be.

- 7.5 **No control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.(1) of the *Auditor General Act* (Ontario).

ARTICLE 8 ACKNOWLEDGEMENT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Agreement or the Program, including but not limited to any report, announcement, advertisement, brochure, audio-visual material, design, website or other public communication.
- 8.2 **Publication.** If the Recipient publishes any material of any kind relating to the Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 8.3 **EO Visibility Guidelines.** The Recipient shall comply with the Employment Ontario Visibility Guidelines, which may be amended from time to time at the sole discretion of the Ministry, available on the EOPG.

ARTICLE 9 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Ministry is bound by FIPPA. The Recipient undertakes to perform its obligations under the Agreement in a manner that ensures that the Ministry is not in breach of its obligations under FIPPA.
- 9.2 **Disclosure.** The Recipient acknowledges that any information provided to the Ministry in connection with the Program or otherwise in connection with the Agreement is subject to disclosure in accordance with FIPPA.
- 9.3 **Protection of Privacy.** The Recipient represents and warrants that it shall protect privacy in accordance with PIPEDA, if applicable, and its protection of privacy policy described in section 2.3(a). Without limitation, the Recipient shall:
- a) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with its protection of privacy policy and the privacy protection provisions of the Agreement;

- b) implement appropriate privacy protection training of employees and contractors who have access to personal information to deliver the Program;
- c) only collect, use and disclose personal information if necessary to deliver the Program and comply with its obligations under the Agreement;
- d) not use personal information that was collected for use in delivering the Program for any other purpose without the informed and voluntary written consent of the individual;
- e) on behalf of the Ministry, 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 Employment Service Participant Registration form and retain the signed Employment Service Participant Registration form for a period of seven (7) years and make it available to the Ministry, upon request;
- f) obtain any other consents that may be necessary to deliver the Program and comply with its obligations under the Agreement in compliance with PIPEDA, if applicable, and the Recipient's protection of privacy policy;
- g) limit access to personal information to employees and contractors who need the personal information to deliver the Program and ensure the Recipient's compliance with its obligations under the Agreement;
- h) ensure that only the SPRA and employees authorized by the SPRA have access to the EOIS-CaMS, using their assigned EOIS-CaMS Enrolment Numbers and PIN IDs and that the SPRA and the authorized users abide by the SPRA Terms and Conditions and the representations made by the Recipient on the SPRA EOIS-CaMS Registration form;
- i) before disclosing personal information to employees and contractors, enter into an agreement with them requiring them to be bound by the Recipient's protection of privacy policy and the privacy protection provisions of the Agreement;
- j) ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- k) ensure that all personal information collected to deliver the Program will be stored in, remain in and be accessible only within Canada;
- l) provide Clients with access to their own personal information in accordance with PIPEDA, if applicable, and the Recipient's protection of privacy policy;
- m) ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Program or to comply with the obligations under the Agreement;
- n) ensure that electronic records containing personal information that are no longer needed to deliver the Program or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- o) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
- p) cooperate with the Ministry and its contractors and auditors in any audit of or investigation into a breach of the privacy protection provisions of the Agreement; and
- q) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created,

used and disclosed in the delivery of the Program and compliance with the obligations under the Agreement.

ARTICLE 10 INDEMNITY

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

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, and renewal replacements on or before the expiry of any such insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least six (6) months Notice to the Recipient.

12.2 **Consequences of Termination.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the Wind Down Costs, and:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.3(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not be required to provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, ACTION UPON DEFAULT AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an “Event of Default”:

- (a) in the opinion of the Ministry, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Ministry;
- (b) in the opinion of the Ministry, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out Program;
 - (ii) use or spend Funds and/or
 - (iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b), completed to the satisfaction of the Ministry;
- (c) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; and
- (e) the Recipient ceases to operate.

14.2 **Action upon Default.** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry;
- (g) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient;

- (h) demand the transfer and delivery to the Ministry of all materials produced in attempting to carry out Program, as described in section 5.1; and/or
- (i) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Ministry may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Ministry considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,

the Ministry may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g), (h) and (i).

14.5 **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Ministry may:

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

**ARTICLE 16
FUNDS UPON EXPIRY**

16.1 **Funds Upon Expiry.** Without limiting any rights of the Ministry under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

**ARTICLE 17
REPAYMENT**

- 17.1 **Debt Due.** If the Recipient owes any monies, including any Funds, to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such monies shall be deemed to be a debt due and owing to the Ministry by the Recipient and the Recipient shall pay or return the amount to the Ministry immediately unless the Ministry directs otherwise.
- 17.2 **Interest Rate.** The Ministry may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Monies to Ministry.** The Recipient shall pay any monies owing to the Ministry by certified cheque or bank draft payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

**ARTICLE 18
NOTICE**

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Ministry and the Recipient respectively as set out below:

To the Ministry:

Ministry of Training, Colleges and Universities

[@MTCU_ETD_Contract_MTCU_Contact_Address@]

Attention:

[@MTCU_ETD_Contract_MTCU_Contact_Name@]

To the Recipient:

[@Supplier Name@]
[@Supplier Address Line1@]
[@Supplier City@], ON [@Supplier Zip Code@]

Attention:

[@MTCU_ETD_Contract_SP_Contact Name@]
[@MTCU_ETD_Contract_SP_Contact

[@MTCU_ETD_Contract_MTCU_Contact Title@]
_Title_01@]

Fax:

[@MTCU_ETD_Contract_MTCU_Contact
_Fax@]

Fax:

[@MTCU_ETD_Contract_SP_Contact
_Fax@]

A Party may designate new contacts for Notice by providing Notice to the other Party of the new information in accordance with this Article.

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19 SEVERABILITY OF PROVISIONS

19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could

establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into Effect.** The Parties shall 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 its full extent.

ARTICLE 25 SURVIVAL

- 25.1 **Survival.** The provisions in Article 1, sections 4.7(b), 5.1, 5.2, 5.4, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f), (g) and (h), Articles 16, 17, 18, 19, 23, 25, 26 and 28, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26 SCHEDULES

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” - Program Description;
- (b) Schedule “B” - Budget and Performance Commitments;
- (c) Schedule “C” - Payment Schedule;
- (d) Schedule “D” - Reports; and
- (e) Schedule “E” – Transition Budget.

**ARTICLE 27
COUNTERPARTS**

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

**ARTICLE 28
ENTIRE AGREEMENT**

28.1 **Entire Agreement.** The Agreement 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.

28.2 **Modification of Agreement.** At any time prior to its expiry, the Agreement may be amended by a document in writing, dated and signed by the Parties.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Training, Colleges and Universities

Name: [@MTCU_ETD_Contract_MTCU_Signatory_Name@]

Date

Title: [@MTCU_ETD_Contract_MTCU_Signatory_Title@]

[@Supplier Name@]

Name:
Position:

Date

Name:
Position:

Date

I/We have authority to bind the Recipient

SCHEDULE “A”

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the “Ministry”) and [**@Supplier Name@**] (the “Recipient”), made effective as of [**@MTCU_ETD_Agreement_Effective_Date@**].

PROGRAM DESCRIPTION

1. Agreement and Guidelines

The Agreement sets out the legal responsibilities of the Recipient in delivering the Program. The Guidelines are designed as a resource to assist Recipients in delivering, administering and managing the Program, and may be amended from time to time at the sole discretion of the Ministry. The Agreement prevails over the Guidelines.

The Recipient shall ensure that any person involved in the delivery of the Program has received training on the relevant legal responsibilities of the Recipient set out in the Agreement.

2. Eligibility

There is no requirement for an individual to be an insured participant pursuant to the *Employment Insurance Act (Canada)* in order to be eligible for any component of the Employment Service.

There is no eligibility requirement for Client Service Planning and Coordination as it is not a stand-alone component and is imbedded in the four other components of ES.

A. Unassisted Component (Resource and Information)

All Ontarians are eligible to access the Resource and Information component of ES.

B. Assisted Components (Job Search, Job Matching, Placement and Incentives and Job/Training Retention)

The Recipient shall ensure that Clients:

- are individuals who need more intensive, supported one on one service(s);
- are unemployed and not participating in full-time training or education (for the purpose of ES, an individual who is working less than an average of 20 hours per week is considered to be unemployed);
- are legally entitled to work in Canada;
- need for Assisted Components is based on a determination of an individual’s employment service needs within the local labour market and economic context.

C. Exceptions:

- The Recipient may allow exceptions (up to a maximum of 10% of Clients served) to the eligibility criteria based on an assessment of other suitability and service need factors, the local labour market environment, the goals and objectives of the Employment Service, and within the performance commitments and funding defined by the Agreement.

3. Components of ES

The Recipient shall deliver all five components of ES at all sites set out in Schedule “B”:
Client Service Planning and Coordination
Resource and Information
Job Search
Job Matching, Placement and Incentives
Job/Training Retention

A. Client Service Planning and Coordination (CSPC)

The objective of the CSPC Component is to determine which components of the Employment Service is appropriate, monitor and adjust the Employment Service Plan, and support Client access to other EO programs and services and to government and community services outside of EO.

The Recipient shall:

- i. determine an individual’s primary service need to:
 - identify and decide if ES is appropriate and whether Assisted or Unassisted Components of ES will most benefit the individual;
 - use the Resource and Information Component to conduct independent and self-directed information research, training applications or registrations, education and job search;
 - make relevant and timely referrals to services outside of the Employment Service or Employment Ontario Programs;
 - have internal systems and processes to gauge the effectiveness and timeliness of the referral, including the overall satisfaction of both the individual and the receiving organization with the referral;
 - be knowledgeable and comply with Employment Ontario Information and Referral Resource Guide that further details baseline information and referral expectations for effective linkages, service coordination and individual satisfaction with referrals.

- ii. consider a(n):
 - individuals’ employability dimensions (i.e. interpersonal skills, work history and educational attainments);
 - individuals’ suitability when making decisions about which components will most effectively help achieve their desired outcomes;
 - potential employers’ demands;
 - opportunities available within the labour market (e.g. job/training opportunities, labour market trends in the community/region).

- iii. ensure that it:
 - shall work with the Client to identify the activities, and supports that are most suited to the Client in achieving the desired outcome if an Assisted Component is identified as appropriate;
 - has a Client service decision model which demonstrates the capacity to make consistent and equitable service decisions using multiple eligibility and suitability criteria as set out in the Guidelines;
 - provides a rationale for all service decisions;
 - does not deliver the same service components to all Clients or in the same sequence;

- assists with referral process and access to education, training or another service, if deemed appropriate for the individual;
 - provides resources and information for Clients to conduct independent job search and for employers to attract and recruit employees;
 - develops an Employment Service Plan if more assisted Employment Service is required;
 - supports, monitors and follows-up on Clients using the Assisted Components.
- iv. ensure that the Clients' Employment Service Plans:
- are developed for the Client such that multiple components can be accessed simultaneously or in the order that makes the most sense for the Client given the local labour market environment;
 - note clear achievable goals;
 - build on or match skills, interests and needs identified by employer or in relation to labour market information;
 - identify steps to reach the goals and methods for monitoring progress;
 - show evidence of personal ownership, (i.e. sign-off, record of discussions, use of self-assessment tools);
 - indicate supports are in place for job search or training/education;
 - indicate ongoing monitoring, and show that supports are in place as needed;
 - be updated as steps are accomplished, skills or knowledge are acquired, or new information is acquired through such activities as volunteer placements or job test and hire.

When any EO Program is identified as the best course of action for the individual (regardless of whether they are accessing the Unassisted or Assisted Components), the Recipient shall:

- assist them with filling out their application;
- review the suitability and eligibility requirements and all related documentation, and;
- submit all the required documentation to the Ministry.

For further information refer to the Employment Ontario Information and Referral Resource Guide.

B. Resource and Information (RI)

The objective of the RI Component is to have a community resource that provides information on local training and employment opportunities, community service supports, occupational and training requirements and resources to support independent or "unassisted" job search, career clarification and planning, and informed education, training and employment decisions.

The Recipient shall:

- provide information on and referrals to all EO Programs whether or not the Recipient is contracted to deliver that program;
- develop a process to ensure individuals using the RI Component have an opportunity to provide customer feedback and have access to additional services as appropriate;
- track and report on the number of individuals who access the Second Career program through the RI component.

The Recipient shall:

- i. provide the following resources and information, at a minimum, and shall make them available in print, online and through short workshops (less than 2 days in length):
 - guidance in developing a job search strategy, identifying and matching career interests, skills and aptitudes, developing interview techniques and preparing a resume and cover letter;
 - assistance with computer usage and access to internet based services i.e. email, online self-assessment, employment preparation, career counselling tools, employment and training decision making, job search database and websites;
 - use of email and/or voice mail boxes, computers, fax and free of charge telephone and internet services;
 - opportunities leading to personal networking (i.e. volunteering, mentoring);
 - orientation to the Recipient's RI service;
 - information on resources/services available through the Recipient and the community to support an individual's effort to find employment:
 - EO Programs,
 - mentoring opportunities and settlement resources,
 - financial supports such as Employment Insurance benefits and Ontario Works,
 - services for people with disabilities,
 - counselling, childcare, housing, health care, etc.
 - information on local, provincial, national labour market information i.e. emerging sectors/occupations/training as well as sectors/occupations/training in decline, including occupational, regulatory and training requirements;
 - employment postings;
 - workplace safety information workshops or information sessions, including rights and responsibilities of individuals [Workplace Hazardous Materials Information System (WHMIS), Workplace Safety Insurance Board (WSIB), *Employment Standards Act*, *Occupational Health and Safety Act*, *Ontario Human Rights Code*, *Accessibility for Ontarians with Disabilities Act*].
- ii. deliver the following:
 - information on the resources and services available through the Recipient and in the community to support individuals and employers;
 - orientation/information sessions on such things as job search tools and strategies, apprenticeship training, the Canadian workplace;
 - opportunities for individuals and employers to meet through workshops and job fairs;
 - integration with and outreach to the community by providing education and training information and workshop sessions in other locations, such as public and private schools, community centres, universities, colleges, settlement organizations, etc;
 - support for completing registration, applications and submissions for access to education, training programs and income support. This includes any other EO Programs.

C. Job Search

The objective of the Job Search Component is to deliver structured and individualized support for conducting a successful job search based on a realistic and accurate assessment of qualifications compared to job requirements.

The Recipient shall at a minimum, deliver the following activities:

- exploration, identification and clarification of interests, abilities, skills, education and experience in relation to short and long term career and employment goals;
- exploration of occupational and training requirements related to career and employment goals;
- orientation to the workplace: rules and expectations of employers, rights and responsibilities of employees, Canadian workplace culture, etc.;
- counselling and coaching in life skills that support successful employment;
- support for disclosure of disabilities that may affect workplace participation and any necessary accommodations;
- preparation of job search tools such as resumes and applications, interview and job search strategies, school and training records;
- support in assessing qualifications against job requirements;
- information about and supported access to professional accreditation, language, credential and prior learning assessment;
- support, mentoring and coaching during the job search process, and;
- supported referral and access to other services including, but not limited to education and training.

D. Job Matching, Placement and Incentives

The objective of the Job Matching, Placement and Incentives Component is to deliver matching of skills and interests with employment opportunities and employers' needs.

Placements include, but are not limited to, matching Participant skills, capabilities, interest and experience with employer/position requirements, and placement into employment and/or on-the-job training opportunities, job test and hire, work experience and community volunteer placement.

The Recipient may provide financial incentives to employers to provide on-the-job training, including apprenticeship training, work experience opportunities and/or skill level/employability assessments for participants in trial placements.

The Recipient shall at a minimum, deliver the following activities:

- outreach to employers to identify opportunities in the "hidden" job market i.e. those not yet available in the competitive job market, which means the employer has not started the recruiting process through job postings or job ads;
- assessment of an employer's workplace capacity to provide a positive work experience and workplace training;
- identification of Clients who are placement ready when the work opportunity is available;
- sensitivity/diversity training, workplace safety training, information on accommodation needs;
- support for employers in identifying the skills and competencies required to perform work;
- matching an employer's workplace/job needs with a Client's capabilities;
- facilitating work placements, including volunteer, job test and hire, full time or part time work experience and on-the-job training opportunities;
- negotiating work placement agreements with Clients and employers of varying durations, not to exceed one year, including the identification of workplace training objectives and commitments and financial incentives;

- monitoring and supporting the placement of the Participant and the employer to facilitate success;
- providing mentoring and coaching support during and after the placement;
- administering the contract with the employer, including the timely processing and payment of financial incentives and managing employment and training incentives and supports.

Employer Eligibility to Participate in Placements

The Recipient shall ensure that:

- i. in order for employers to participate in placements, employers:
 - are legally authorized to operate in Ontario;
 - comply with all provincial legislation and applicable federal legislation including but not limited to the *Accessibility for Ontarians with Disabilities Act, 2005*, *Employment Standards Act*, *Human Rights Code* and *Occupational Health and Safety Act*;
 - provide employment in Ontario;
 - maintain Workplace Safety Insurance Board (WSIB) insurance for Participants while on a placement or, if not required to register with WSIB, maintain alternate workplace safety insurance coverage through a private insurance carrier and follow the procedures relating to claims set out in the Guidelines;
 - have adequate third party general liability insurance as advised by its insurance broker;
 - NOT use placement services to replace existing or laid-off employees;
 - NOT be an EO Employment Service provider.

- ii. employers participating in placements commit to:
 - developing a relevant training/work experience plan that will help the Participant achieve his/her labour market/employment goal and the employer achieve business goals, in conjunction with the Recipient and Participant;
 - providing feedback and assessments of a Participant's skills level, where required;
 - having potential for long-term employment/contract position for the Participant;
 - demonstrating the ability to provide the Participant with adequate supervision, and the training/work experience described in the Employment Service Plan;
 - placing the Participant on the company's payroll and provide the same employment terms, conditions and benefits as for all regular employees.

- iii. to initiate a placement:
 - the employer meets all eligibility criteria;
 - at least one initial site visit per employer is conducted prior to any placement(s) to confirm that the employer can provide a suitable and safe workplace environment;
 - a training plan is developed with the employer and Participant;
 - an incentive is negotiated as appropriate.

- iv. placement incentives for employers:
 - encourage employers to provide on-the-job training placements, work experience opportunities and/or skill level assessments to support an individual's employment/labour market goals consistent with the needs of the labour market;

- encourage employers to support Participants in addressing gaps in their credibility, skills and experience;
 - offset some of the employers' costs for training Participants;
 - encourage employers to register/hire and train a Client as an apprentice.
- v. incentive levels vary so that:
- not all employers may want or need incentives;
 - not all employers who receive incentives will receive the maximum amount;
 - the amount of the incentive will vary based on complexity of job skill level required and length of training required;
 - the incentive will rarely cover the full cost of employee's wages;
 - the amount of the incentive is up to a maximum of \$8000/person which includes the Apprenticeship Employer Signing Bonus, if applicable:
 - a \$2000 Apprenticeship Employer Signing Bonus is available to the employer to hire, register, and train an apprentice. Payment of \$1,000 is issued when the person is registered as an apprentice and the final \$1,000 is paid six months later if the apprentice is still working and training with the same employer.

Employer Eligibility for Further Placements

The Recipient shall ensure that employers:

- have demonstrated the ability to provide good training;
- have fulfilled the terms and conditions of any previous Employment Service Training Incentive Placement agreements;
- do not hire immediate family members, including a parent, spouse, sibling or child of the employer's officers, directors, and management staff;
- do not receive government funds from any other source for the same training placement;
- do not use Participants to displace existing staff or replace staff who are on lay-off;
- are not ES service providers.

E. Job/Training Retention

The objective of the Job/Training Retention Component is to support longer-term attachment to or advancement in the labour market and is *in addition to* regular placement monitoring, support and follow-up.

The Recipient shall, at a minimum, deliver the following:

- development of a pool of mentors/coaches to support Clients;
- identification of the need for additional support (with Client and employer, as appropriate);
- development of a support plan with the Client and the mentor/coach and employer (as appropriate);
- linking Clients with mentors and coaches to provide support during and after job placement;
- monitoring of the mentor/coach relationship with Clients and its impact on workplace success, facilitating adjustments as required.

4. Employment and Training Supports for Clients

The Recipient shall ensure that:

- Clients are made aware of employment and training supports of up to a \$500 maximum per Client participating in any Assisted Component. These supports are determined based on family income that falls within the Low Income Cut-Offs (LICO) After Tax chart. Supports are intended on a temporary basis, to help Clients address any financial barriers to ES as described in sections 3.1 and 3.2 of the Guidelines;
- Employment and Training Supports cannot be used towards tuition and registration costs (i.e. Apprenticeship);
- Clients do not receive Employment and Training Supports if they are receiving similar supports under another initiative which offers income support;
- the Apprenticeship Scholarship of \$1,000 supports individuals who require upgrading to meet the registration standards for apprenticeship training; payment of \$500 is awarded upfront when the individual is registered for upgrading and \$500 when the individual has successfully completed upgrading, is employed and is registered as an apprentice.

5. Employment Ontario Service Delivery Framework

Key Principles

The Recipient shall ensure that components are tailored to meet individual needs and can be provided one-on-one and/or in group format by following the key principles below:

- Accessibility
- Client-Centric
- Quality
- Integration
- Cost-Effectiveness
- Accountability
- Community-Based Coordination

6. Service Quality, Outcomes & Activity

The Recipient shall demonstrate organizational evidence of service quality that reflects:

- good customer service practices including flexible hours of operation and systems for gathering customer feedback;
- a marketing and outreach strategy that reflects the Recipient's client focus;
- development of resources that build on and are complementary to other similar resources in the community;
- a multi-channel service (i.e. telephone and web-based);
- formal referral arrangements with other service providers and partners in the community;
- a process to allow individual access to Employment Service components as appropriate;
- a strategy that addresses service gaps in the community;
- flexibility, responsiveness and seamless service;
- confirmation of Client eligibility and suitability for service;
- coordinated community outreach.

7. Customer Service

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

management and administrative support.

The Recipient shall:

i. have:

- a customer service charter that is posted and visible to customers;
- a customer complaint and resolution process in place;
- delivery site(s) and facilities and hours of operations that reflect customer need.

ii. have, at a minimum, the following three elements in their customer service charter:

- believes in quality service;
- encourages feedback (compliments or complaints);
- will follow up on this feedback in a prescribed manner and timeframe.

iii. ensure that delivery sites and facilities reflect customer need, including but not limited to:

- accessible facilities or service provision at an accessible site;
- itinerant and/or mobile services where local need is identified;
- hours that include evenings and/or weekends based on identified need.

8. Customer Satisfaction

The Recipient shall achieve a customer satisfaction response rate of 15% as set out in the Guidelines. The customer satisfaction survey must include Clients, Participants and employers accessing the full range of Unassisted and Assisted Components.

9. Monitoring, Exit and Follow-Up

Monitoring and follow-up are required of all Assisted Components identified in the ES Plan.

a. Monitoring

The Recipient shall ensure that:

- service supports the most efficient and effective route to sustainable employment;
- Client case notes demonstrate that the Recipient has engaged the Client and employer as appropriate in developing, monitoring, modifying, and evaluating ES Plans;
- Client and employer satisfaction is evaluated as needed and on an on-going basis.

b. Exit

The Recipient shall ensure that an exit interview is conducted to review progress against the ES Plan and to assess whether the Client would benefit from further referrals or support.

c. Follow-Up

The Recipient shall follow-up with Clients as follows:

For ES Clients:

- 100 percent of ES Clients at exit from the Assisted Components;
- 100 percent of ES Clients at 3, 6 and 12 months after exiting ES until the Recipient receives a positive result for the Client (e.g. employed/on a career path, in education, in training) as set out in section 3.7 of the Guidelines.

For Second Career Clients:

- 100 percent of Second Career clients upon exit of training course (both successful completions and non completions) and at 3, 6 and 12 months.

The above follow-up requirements are subject to the Recipient having current contact information for a client.

The Recipient shall:

- a. provide Clients with follow-up support;
- b. ensure that Clients are linked back into EO programs or other interventions as necessary.

10. Program Facilities and Facilities Leases

The Recipient shall:

- have the ability to deliver ES in a facility that is readily accessible to all persons, including persons with disabilities;
- 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.

11. French Language Services

The Recipient, as directed by the Ministry, shall deliver all components in accordance with the following in French:

1. Outreach

- Marketing materials (brochures)
- Outreach strategies developed and conducted

2. Verbal Communications

- Telephone
- In person, such as interviews, visits, meetings, workshops and/or information sessions and consultations

3. Written Communications

- Correspondence such as letters and faxes
- Email, interactive databases and Internet

4. Signage and Public Notices

- Interior and Exterior

5. Forms and Documents

- Stationery
- All forms used for identification, certification or application such as licenses, and certificates
- Any document intended for public use

If a person requires French Language Services, the Recipient shall direct them to a designated Service Provider.

12. EOIS-CaMS

The Recipient is required to use EOIS-CaMS to support the delivery of Employment Service, case management of Clients, and reporting of Client and employer information to the Ministry.

The Recipient shall:

- comply with the Terms and Conditions of the SPRA EOIS-CaMS Registration and any directions and policies provided by the Ministry relating to the use of EOIS-CaMS;
- use EOIS-CaMS in accordance with the EOIS Case Management System User Guide posted on EOPG;
- be responsible for all staff who are authorized to use EOIS-CaMS and ensure that only authorized staff have access to EOIS-CaMS;
- use EOIS-CaMS to manage Client cases and report Client and employer data/information in a timely manner;
- designate at least two staff in their organization who will be assigned the role of service provider registration authority (SPRA);
- ensure that the SPRA is responsible for setting-up and maintaining access for authorized staff.

13. Records

Unassisted Components

The Recipient shall:

- ensure that records for individuals accessing Unassisted Components are tracked in a non personally identifiable form;
- maintain evidence of the type of workshops/information sessions delivered and the number of attendees at the workshops/information sessions.

Clients in Assisted Components

The Recipient shall track EI-eligibility status to fulfill reporting and accounting requirements for the Labour Market Development Agreement (LMDA) and the province.

The Recipient shall ensure that records for all Clients accessing Assisted Components:

- include a completed, signed and dated Employment Service Participant Registration form which contains the Ministry's notice of collection and the consent to the Ministry's indirect collection of personal information;
- contain a statement on file that the Client's birth certificate or driver's license, or other photographic identification has been reviewed;
- contain a statement on file that the necessary immigration papers and/or work permits, where appropriate have been reviewed;
- clearly document CSPC activities and case management support. Specifically, the Recipient shall document the full range and rationale for services including, but not limited to, Client assessments, ES Plans, service referrals and evidence of progress and follow-up services;
- if financial training supports are provided, the file must contain:
 - the reason for the supports;
 - the amount of training supports;
 - validation of income;
 - authorized signature for support allowance.

In addition to the above documentation requirements, the Recipient shall ensure that Client files include the following documentation for the following services received:

Clients in Job Search Component

The Recipient shall ensure that Client records in Job Search also contain:

- a clear and achievable Employment Service Plan for employment, training and/or education, describing how it relates to the local labour market, education and/or training opportunities in the community;
- rationale to support program participation, including an assessment of the Client's credibility in the labour market, along with suitability and employability information;
- clear explanations of how service is expected to improve employability, suitability, and credibility to the labour market;
- rationale for workshop attendance and noted outcomes;
- evidence that Recipient staff are monitoring and supporting the Client's job search and developing alternative strategies as necessary.

Clients in Job Matching, Placement and Incentives

The Recipient shall ensure that Client records in Job Matching, Placement and Incentives also contain:

- a clear and achievable Employment Service Plan for employment, training and/or education, describing how it relates to the local labour market, education and/or training opportunities in the community;
- identified steps to achieve goals and commitments made by the Client and the Recipient;
- evidence of Client ownership of action/training plan to support the Participant's Employment Service Plan (for example, sign off, records of discussion);
- activities undertaken and progress made against the Employment Service Plan including duration, type of support provided, and details of level of training incentive (if applicable);
- evidence of approval of support and disbursement (if applicable);
- rationale for decision on how the placement will be tailored to the Client and employer's needs;
- confirmation that there is a signed and dated training incentive agreement for each placement and that the terms and conditions of the training agreement are met by the employer and Participant;
- updated Employment Service Plan and recorded skills and knowledge acquired;
- evidence of follow-up. Where the Client has not secured employment at the end of a placement, evidence that Employment Service staff have determined the need for further services as appropriate;
- in cases of service termination, reasons to support termination, such as work related absences as reported by the employer, or unacceptable behaviour as well as documentation that the Recipient assisted the Participant to seek possible resolutions to problems prior to terminating service.

Employer Records in Job Matching, Placement and Incentives

The Recipient shall ensure that employer records in Job Matching, Placement and Incentives contain:

- proof of employer's eligibility;

- documentation of at least one initial site visit per employer, prior to any placement(s) to confirm that the employer can provide a suitable and safe workplace environment;
- employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- a completed *Employment Service Employer Registration* form;
- employer profile information, including size, sector and the Participant's occupational profile;
- information that describes the capacity of the employer and the workplace to provide relevant training;
- a completed, signed copy of the training/work experience plan;
- evidence that the employer has participated in the development and provision of training;
- the number and type of Employment Service placements provided;
- assessment of the employer's record for fulfilling training commitments and for providing employment to the Participant after the training is completed;
- evidence of employer's request for training incentives;
- information on training incentives (if applicable) and placement duration(s);
- evidence of Recipient approval and payment of incentives (if applicable) based on the training/work experience plan.

14. Information Management Requirements

The Recipient shall manage personal information to ensure the respect of privacy and adherence to all contractual requirements and applicable laws. At a minimum, the Recipient's information management records, systems, and procedures must:

- ensure that full documentation is available verifying that the statistical and financial information entered into any Ministry information technology systems and other Recipient management systems meets the reporting and audit requirements of the Ministry;
- provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement;
- make Client and employer records accessible for audit purposes by identifying them in a distinct manner, rather than only by name;
- cross-reference employer information with that of the ES Client;
- ensure records and information are used for ongoing evaluation of services to individuals, Clients and employers.

15. Find a Service

The Recipient shall promptly update "Find a Service" on the Employment Ontario website <http://www.edu.gov.on.ca/eng/tcu/search.html> with any changes to their organization contact information as follows:

- Use the link to search for their organization;
- Click on their organization's record;
- On the map, click **More Info**;
- Click **Update** for instructions to update their information.

16. ES Performance Management System (ESPMS)

The Recipient shall deliver ES within the framework of ESPMS as it will assist the Recipient to be even more effective, customer-focused and efficient in achieving a high standard of overall service quality as detailed in the Guidelines.

The ESPMS supports:

- priority setting (what gets measured gets improved)
- resource allocation (what gets measured gets funded)
- evidence-based problem solving and decision making and
- continuous improvement based on data-driven decisions

At its most basic, ESPMS means that effectiveness and customer service results, in addition to efficiency results, are the elements being monitored and reported on. All three are balanced and evaluated as part of overall service quality.

The components of ESPMS include:

- Dimensions and Measures of Service Quality Success
- Employment Service Funding Decision Matrix
- Employment Service Funding Model, and
- Continuous Improvement in the Ministry's Business Planning Cycle

17. Program Forms

The Recipient shall use forms identified by the Ministry including the following:

- Employment Service Participant Registration form
- Employment Service Employer Registration form
- Employment Service Training Incentive Placement Agreement
- Employment Service Training Incentive Placement Agreement – Participant on Service Provider Payroll

These forms are mandatory and CANNOT be altered by the Recipient.

These forms are available on the EOPG.

The Recipient shall develop a separate document if they require additional information or consents from the Client.

18. Insurance

The Recipient shall ensure that:

- employers comply with the insurance requirements and claims procedures and processes set out in section 4.3.4, of the Guidelines and;
- Participants and employers are aware of their responsibilities set out in sections 4.3.5 and 4.3.6 of the Guidelines.

SCHEDULE “B”

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the “Ministry”) and [**@Supplier Name@**] (the “Recipient”), made effective as of [**@MTCU_ETD_Agreement_Effective_Date@**].

**BUDGET AND PERFORMANCE COMMITMENTS
Employment Service (ES)**

Summary

| Total Number of Sites | Total Maximum Budget for 2010-2011 (includes all sites) | Total Maximum Budget for 2011-2012 (includes all sites) | Maximum Funds |
|---|---|---|---|
| [@MTCU_ETD_Total_Number_of_Sites@] | \$[@MTCU_ETD_B_Total_Maximum_Budget_2010_2011@] | \$[@MTCU_ETD_B_Total_Maximum_Budget_2011_20112@] | \$[@MTCU_ETD_Total_Contract_Value@] |

Budget for Site ID # [@MTCU_ETD_SDS_Number@**]**

Cost Centre #: [MTCU_ETD_Cost_Centre**]**

Itinerant service delivery communit(ies) associated with this site:

[@MTCU_ETD_Itinerant_Comments@**]**

2010 - [@MTCU_ETD_Fiscal_Yr@**]**

| Budget | |
|---|---|
| Operating Funds | \$[@MTCU_ETD_B_Operating@] |
| Employment and Training Incentives for Employers | \$[@MTCU_ETD_B_Placement_Incentives_for_Employers@] |
| Employment and Training Supports for Clients/Participants | \$[@MTCU_ETD_B_Employment_and_Training_Supports_for_Individuals@] |
| Other Funding 1 One-Time Transition Funding | \$[@MTCU_ETD_B_Other_Funding_1@] |
| Other Funding 2 One-Time Pre-Determined Transition Funding | \$[@MTCU_ETD_B_Other_Funding_2@] |
| Other Funding 3 | \$[@MTCU_ETD_B_Other_Funding_3@] |
| MAXIMUM ES BUDGET (for this site) | \$[@MTCU_ETD_Budget_Line_Total@] |

[@MTCU_ETD_Site_Schedule_Number@**]**

2011 - [@MTCU_ETD_Fiscal_Yr@]

| Budget | |
|---|---|
| Operating Funds | \$[@MTCU_ETD_B_Operating@] |
| Employment and Training Incentives for Employers | \$[@MTCU_ETD_B_Placement_Incentives_for_Employers@] |
| Employment and Training Supports for Clients/Participants | \$[@MTCU_ETD_B_Employment_and_Training_Supports_for_Individuals@] |
| Other Funding 1 One-Time Transition Funding | Not applicable. |
| Other Funding 2 One-Time Pre-Determined Transition Funding | \$[@MTCU_ETD_B_Other_Funding_2@] |
| Other Funding 3 | \$[@MTCU_ETD_B_Other_Funding_3@] |
| MAXIMUM ES BUDGET (for this site) | \$[@MTCU_ETD_Budget_Line_Total@] |

[@MTCU_ETD_Site_Schedule_Number@]

Performance Commitments for Site ID # [@MTCU_ETD_SDS_Number@]

2010 - [@MTCU_ETD_Fiscal_Yr@]

| Intake | |
|---|---|
| Total Assisted Services | [@MTCU_ETD_T_Total_Assisted_Services_Intake@] |
| Total Intake in Resource and Information (RI) Sessions/Workshops Activity | [@MTCU_ETD_T_Total_RI_Session_Workshop_Intake@] |

| Dimensions and Core Measures | Minimum Provincial Standard | Service Quality Site Commitments |
|---|------------------------------------|---|
| Customer Service 1. Customer Satisfaction (Client/Participant/employer) | 85% | [@MTCU_ETD_T_Total_Participant_Employer_Customer_Satisfaction@] |

| | | |
|---|-------------|--|
| 2. Service Coordination | 30% | % [@MTCU_ETD_T_Service_Coordination@]% |
| Effectiveness | | |
| 3. Employed/Career Path | 69% | [@MTCU_ETD_T_Employed_Career_Path@]% |
| 4. Training/Education | 10% | |
| 5. Suitability (Participant Profile) | 25% | [@MTCU_ETD_T_Training_Education@]% |
| | | [@MTCU_ETD_T_Suitability@]% |
| Efficiency | | |
| 6. Intake in Assisted Services | 90% | [@MTCU_ETD_T_Percent_of_Intake_Funded_Activity_Achieved@]% |
| 7. Intake in Workshop Activities/Information Sessions | 90% | [@MTCU_ETD_T_Workshop_Activities_Info_Sessins@]% |
| Service Quality Target | 5.14 | [@MTCU_ETD_T_INTERIM_SERVICE_QUALITY_TARGET@] |

[@MTCU_ETD_Site_Schedule_Number@]

2011 - [@MTCU_ETD_Fiscal_Yr@]

| Intake | |
|---|---|
| Total Assisted Services | [@MTCU_ETD_T_Total_Assisted_Services_Intake@] |
| Total Intake in Resource and Information (RI) Sessions/Workshops Activity | [@MTCU_ETD_T_Total_RI_Session_Workshop_Intake@] |

| Dimensions and Core Measures | Minimum Provincial Standard | Service Quality Site Commitments |
|--|------------------------------------|---|
| Customer Service | | |
| 1. Customer Satisfaction (Client/Participant/employer) | 85% | [@MTCU_ETD_T_Total_Participant_Employer_Customer_Satisfaction@] |
| 2. Service Coordination | 30% | % |

| | | |
|---|-------------|--|
| | | [@MTCU_ETD_T_Service_Coordination@]% |
| Effectiveness | | |
| 3. Employed/Career Path | 69% | [@MTCU_ETD_T_Employed_Career_Path@]% |
| 4. Training/Education | 10% | [@MTCU_ETD_T_Training_Education@]% |
| 5. Suitability (Participant Profile) | 25% | [@MTCU_ETD_T_Suitability@]% |
| Efficiency | | |
| 6. Intake in Assisted Services | 90% | [@MTCU_ETD_T_Percent_of_Intake_Funded_Activity_Achieved@]% |
| 7. Intake in Workshop Activities/Information Sessions | 90% | [@MTCU_ETD_T_Workshop_Activities_Info_Sessions@]% |
| Service Quality Target | 5.14 | [@MTCU_ETD_T_INTERIM_SERVICE_QUALITY_TARGET@] |

[@MTCU_ETD_Site_Schedule_Number@]

One-Time Other Funding 1 and 2 for each site are further described in Schedule “E”.

SCHEDULE "C"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and [**@Supplier Name@**] (the "Recipient"), made effective as of [**@MTCU_ETD_Agreement_Effective_Date@**].

PAYMENT SCHEDULE

(includes all sites)

2010 - [**@MTCU_ETD_Fiscal_Yr@**]

| PAYMENT DATE | AMOUNT |
|-----------------------------------|--|
| August 2010 | \$[@MTCU_ETD_AUG_2010_PAYMENT@] |
| September 2010 | \$[@MTCU_ETD_SEP_2010_PAYMENT@] |
| October 2010 | \$[@MTCU_ETD_OCT_2010_PAYMENT@] |
| November 2010 | \$[@MTCU_ETD_NOV_2010_PAYMENT@] |
| December 2010 | \$[@MTCU_ETD_DEC_2010_PAYMENT@] |
| January 2011 | \$[@MTCU_ETD_JAN_2011_PAYMENT@] |
| February 2011 | \$[@MTCU_ETD_FEB_2011_PAYMENT@] |
| March 2011 | \$[@MTCU_ETD_MAR_2011_PAYMENT@] |
| Total Funds for 2010- 2011 | \$[@MTCU_ETD_TOTAL_2011_FUNDS@] |

2011 - [**@MTCU_ETD_Fiscal_Yr@**]

| PAYMENT DATE | AMOUNT |
|----------------|--|
| April 2011 | \$[@MTCU_ETD_APR_2011_PAYMENT@] |
| May 2011 | \$[@MTCU_ETD_MAY_2011_PAYMENT@] |
| June 2011 | \$[@MTCU_ETD_JUN_2011_PAYMENT@] |
| July 2011 | \$[@MTCU_ETD_JUL_2011_PAYMENT@] |
| August 2011 | \$[@MTCU_ETD_AUG_2011_PAYMENT@] |
| September 2011 | \$[@MTCU_ETD_SEP_2011_PAYMENT@] |
| October 2011 | \$[@MTCU_ETD_OCT_2011_PAYMENT@] |
| November 2011 | \$[@MTCU_ETD_NOV_2011_PAYMENT@] |
| December 2011 | \$[@MTCU_ETD_DEC_2011_PAYMENT@] |
| January 2012 | \$[@MTCU_ETD_JAN_2012_PAYMENT@] |
| February 2012 | \$[@MTCU_ETD_FEB_2012_PAYMENT@] |

| | |
|----------------------------------|--|
| March 2012 | \$[@MTCU_ETD_MAR_2012_PAYMENT@] |
| Total Funds for 2011-2012 | \$[@MTCU_ETD_TOTAL_2012_FUNDS@] |

| | |
|--|--|
| Maximum Funds for 2010-2011 and 2011-2012 | \$[@MTCU_ETD_Total_Contract_Value@] |
|--|--|

Pursuant to subsection 4.3(c) of the Agreement, the Ministry may adjust the monthly payment based on the Estimate of Expenditure Reports referenced in Schedule "D". For greater certainty, the total funds for each fiscal year shall not be exceeded.

SCHEDULE “D”

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the “Ministry”) and [**@Supplier Name@**] (the “Recipient”), made effective as of [**@MTCU_ETD_Agreement_Effective_Date@**].

REPORTS

| NAME OF REPORT | DUE DATE |
|--|--|
| 1. Estimate of Expenditure Report | As specified in the Audit and Accountability Requirements. |
| 2. Statement of Revenue and Expenditure Report | |
| 3. Transition Funding Estimate of Expenditure Report | |
| 4. Auditor’s Report | |
| 5. Quarterly Status and Adjustment Report (QSAR) | As specified in the QSAR template. |
| 6. Reports specified from time to time | On a date or dates specified by the Ministry. |

Report Details

1. The following reports shall be prepared using the templates set out in the Audit and Accountability Requirements:
 - Estimate of Expenditure Report;
 - Statement of Revenue and Expenditure Report;
 - Transition Funding Estimate of Expenditure Report; and
 - Auditor’s Report.
2. The QSAR template is available on the EOPG. QSAR reports shall be submitted in a manner set out in the template.

SCHEDULE “E”

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the “Ministry”) and [**@Supplier Name@**] (the “Recipient”), made effective as of [**@MTCU_ETD_Agreement_Effective_Date@**].

TRANSITION BUDGET

Transition Budget for Site ID # [@MTCU_ETD_SDS_Number@**]**

Cost Centre #: [@MTCU_ETD_Cost_Centre@**]**

| Cost Category | 2010 - 2011 |
|---|---|
| Other Funding 1 – One-Time Transition Funding | |
| Leasehold Improvements | \$[@MTCU_ETD_Leasing1_2011@] |
| Moving Costs | \$[@MTCU_ETD_Moving1_2011@] |
| Purchase of Infrastructure Equipment for Direct Client Services | \$[@MTCU_ETD_Infrastructure1_2011@] |
| Other ES Transformation Support | \$[@MTCU_ETD_Other1_2011@] |
| Total: Other Funding 1 – One-Time Transition Funding | \$[@MTCU_ETD_Transition1_Total_2011@] |

| Cost Category | 2010 - 2011 | 2011 - 2012 |
|---|---|---|
| Other Funding 2 – One Time Pre-Determined Transition Funding | | |
| Leasehold Improvements | \$[@MTCU_ETD_Leasing2_2011@] | \$[@MTCU_ETD_Leasing2_2012@] |
| Moving Costs | \$[@MTCU_ETD_Moving2_2011@] | \$[@MTCU_ETD_Moving2_2012@] |
| Infrastructure Equipment for Direct Client Services | \$[@MTCU_ETD_Infrastructure2_2011@] | \$[@MTCU_ETD_Infrastructure2_2012@] |
| Other ES Transformation Support | \$[@MTCU_ETD_Other2_2011@] | \$[@MTCU_ETD_Other2_2012@] |

| | | |
|---|---|---|
| | 2011@] | |
| Total: Other Funding 2 – One- Time Pre-Determined Transition Funding | \$[@MTCU_ETD_Transiti on2_Total_2011@] | \$[@MTCU_ETD_Trans ition2_Total_2012@] |