

**THE AGREEMENT** effective as of **October 1, 2015**

**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 -

**MANITOULIN-SUDBURY DISTRICT SERVICES  
BOARD**

(the "**Recipient**")

**Background:**

This Agreement defines the terms and conditions of Funds to be used by the Recipient to carry out the Project under the Youth Job Connection (YJC).

**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 27.1, and any amending agreement entered into pursuant to section 33.2.

**"Audit and Accountability Requirements"** means the YJC Audit and Accountability Requirements for the period of October 1, 2015 to March 31, 2017 attached as Schedule "F".

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario) including any directives issued pursuant to that Act.

**"Budget"** means the budget attached to the Agreement as Schedule "B".

**"Effective Date"** means the date set out at the top of the Agreement.

**"Employment Service Plan"** means an individualized Employment Service Plan developed by the Participant and the Recipient that supports:

- A Participant's activities, services and supports, based on their employment and employability needs and career goals.

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

**"EOPG"** means the Employment Ontario Partners' Gateway web site at <http://www.tcu.gov.on.ca/eng/eopg/>.

**"Event of Default"** has the meaning ascribed to it in section 14.1.

**"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 Youth Job Connection Program 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.

**"Individual"** means a person who is interested in becoming a Participant.

**"Maximum Funds"** means **\$99,000**.

**"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

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

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

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

**"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.

**"Project"** means the undertaking described in Schedule "A".

**"Reports"** means the reports described in Schedule "D".

**"YJC"** means Youth Job Connection.

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

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.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the term of the Agreement:

- a) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available, and a policy on conflict of interest, for all persons at all levels of the Recipient's organization;
- b) procedures to ensure the ongoing effective functioning of the Recipient;
- c) decision-making mechanisms;
- d) procedures to provide for the prudent and effective management of the Funds;
- e) procedures to enable the successful completion of the Project;
- f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

- h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient 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 **March 31, 2017** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

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

- a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b) provide the Funds to the Recipient in accordance with the payment 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:

- a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- b) the Ministry is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c) the Ministry 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) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario

Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:

- i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
- ii) terminate the Agreement pursuant to section 13.1.

4.4 **Use of Funds and Project.** The Recipient shall:

- a) carry out the Project:
  - 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 Project;
- b) use the Funds only for the purpose of carrying out the Project;
- c) spend the Funds only in accordance with the Budget; and
- d) meet the performance commitments described in Schedule "E".

4.5 **No Changes.** The Recipient shall not make any changes to the Project and/or the Budget without the prior written consent of the Ministry.

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, which earns interest on the entire balance of Funds in the 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 acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5**  
**ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition of Goods and Services.** Subject to section 31.1, 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.
- 5.2 **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 Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a) the Recipient; or
  - b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project 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 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 as may be requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
- c) ensure that all Reports 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 Project in a manner consistent with generally accepted accounting principles; and
- b) all non-financial documents and records relating to the Funds or otherwise to the Project;

including but not limited to, records and documents containing personal information within the meaning of FIPPA, MFIPPA 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 Project, 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 the Project.

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



so in a form 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).
- 7.7 **Records Transfer.** At any time after the expiry of the Agreement or the giving of Notice of termination pursuant to Article 12, Article 13 or Article 14, the Ministry may demand the transfer of any records referred to in section 7.2 to another organization identified by the Ministry in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

## **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 Project, including but not limited to, any report, announcement, advertisement, brochure, audio-visual material, design, website or other public communication.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Agreement or the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 8.3 **Visual Identity and Communications.** The Recipient shall comply with the Visual Identity and Communications Guidelines for Employment Ontario Service Providers, 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 **Access to Information.** The Recipient acknowledges that the Ministry is bound by FIPPA and 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 Project 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 FIPPA, MFIPPA or PIPEDA, if applicable, and its privacy policy described in section 2.3a). Without limitation, the Recipient shall:
- a) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
  - b) make the designated privacy officer aware of the privacy protection provisions of the Agreement;
  - c) implement appropriate privacy protection training of employees and contractors who have access to personal information to deliver the Project;
  - d) only collect, use and disclose personal information if necessary to deliver the Project to the Recipient's Individuals/Participants and comply with its obligations under the Agreement;
  - e) ensure that the personal information of the Recipient's Individuals/Participants, including contact information, is accurate and up to date;
  - f) at the earliest opportunity, provide notice of collection, if required, and obtain and retain any consents that may be necessary to deliver the Project and comply with its obligations under the Agreement in compliance with FIPPA, MFIPPA or PIPEDA, if applicable, and the Recipient's privacy policy;
  - g) on behalf of the Ministry, provide each Individual/Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the Youth Job Connection Participant Registration form and retain the signed Youth Job Connection Participant Registration form for a period of seven (7) years and make it available to the Ministry, upon request;
  - h) not use personal information that was collected for use in delivering the Project to the Recipient's Individuals/Participants for any other purpose without the informed and voluntary written consent of the Individuals/

Participant and the written consent of the parent or guardian, if the Participant is under 18 years of age;

- i) limit access to personal information to employees and contractors who need the personal information to deliver the Project to the Recipient's Individuals/Participants and ensure the Recipient's compliance with its obligations under the Agreement;
- j) ensure that only the SPRA and employees authorized by the SPRA have access to the EOIS-CaMS, using their assigned EOIS-CaMS Enrolment Numbers and PIN IDs and that the SPRA and the authorized users abide by the SPRA Terms and Conditions and the representations made by the Recipient on the SPRA EOIS-CaMS Registration form;
- k) before disclosing personal information to employees and contractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- l) ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- m) provide Individuals/Participants with access to their own personal information in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, and the Recipient's privacy policy;
- n) ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Project or to comply with the obligations under the Agreement;
- o) ensure that electronic records containing personal information that are no longer needed to deliver the Project or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- p) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
- q) 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
- r) 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 Project 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 Project 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, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy 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 on Notice by the Ministry.** 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 reasonable costs for the Recipient to wind down the Project and:
    - i) permit the Recipient to offset the costs determined pursuant to section 12.2c), against the amount owing pursuant to section 12.2b); and/or
    - ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2c).

## **ARTICLE 13 TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.3d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** 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 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 13.2b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

## ARTICLE 14

### EVENT OF DEFAULT, CORRECTIVE ACTION 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 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;
  - iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b); and/or
  - iv) meet the performance commitments described in Schedule "E".
- b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- c) 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
- d) the Recipient ceases to operate.

14.2 **Consequences of Events of Default and Corrective Action.** 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 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 Ministry determines appropriate;
- d) reduce the amount of the Funds;
- e) cancel all further instalments of Funds;
- f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or

- i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2b), and:

- a) the Recipient does not remedy the Event of Default within the Notice Period;
- b) it becomes apparent to the Ministry 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 Ministry,

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

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

## **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 as provided for in the Budget, 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.** 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:

- a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
- b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,

such Funds or other money 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 money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 **Payment of Money to Ministry.** The Recipient shall pay any money 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 email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry and the Recipient respectively as set out below or as either Party later designates to the other by Notice:



**To the Ministry:**

Ministry of Training, Colleges and Universities  
159 Cedar Street, Suite 104,  
Sudbury, ON, P3E 6A5

**Attention:**

Andrew Irvine  
Regional Director

**Email:**

ESRD.North@ontario.ca

**Fax:**

(705) 564-6101

**To the Recipient:**

MANITOULIN-SUDBURY  
DISTRICT SERVICES BOARD  
210 MEAD BLVD, ESPANOLA, ON,  
P5E1R9

**Attention:**

Fern Dominelli  
Chief Administrative Officer

**Email:**

fern.dominelli@msdsb.net

**Fax:**

(705) 862-7805

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

- a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2a), 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 email, personal delivery or by fax.

## **ARTICLE 19 CONSENT BY MINISTRY**

19.1 **Consent.** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

## **ARTICLE 20 SEVERABILITY OF PROVISIONS**

20.1 **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 21 WAIVER**

- 21.1 **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 22 INDEPENDENT PARTIES**

- 22.1 **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 23 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 24 GOVERNING LAW**

- 24.1 **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 25 FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient 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 their full extent.

## **ARTICLE 26 SURVIVAL**

- 26.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.7b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, Articles 8, 9 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2, d), e), f), g) and h), Articles 16, 17, 18, 20, 24, 26, 27, 29, 30 and 33, 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 27 SCHEDULES**

- 27.1 **Schedules.** The Agreement includes the following schedules:
- a) Schedule "A" - Project Description;
  - b) Schedule "B" - Budget;
  - c) Schedule "C" - Payment;
  - d) Schedule "D" - Reports;
  - e) Schedule "E" - Performance Commitments; and
  - f) Schedule "F" - Audit and Accountability Requirements.

## **ARTICLE 28 COUNTERPARTS**

- 28.1 **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 29  
JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 30  
RIGHTS AND REMEDIES CUMULATIVE**

- 30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Ministry 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.

**ARTICLE 31  
BPSAA**

- 31.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 32  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 32.1 **Other Agreements.** If the Recipient:
- a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
  - 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,

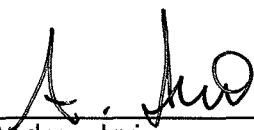
then such Failure shall be deemed to be an event of default under the Agreement and the Ministry may, at any time, take one or more of the actions set out in section 14.2a), c), f), or i).

**ARTICLE 33  
ENTIRE AGREEMENT**

- 33.1 **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.
- 33.2 **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

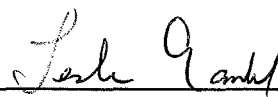
  
\_\_\_\_\_  
Andrew Irvine  
Regional Director

2015/09/29  
Date

**MANITOULIN-SUDBURY DISTRICT  
SERVICES BOARD**

  
\_\_\_\_\_  
Name: Fern Demirelli  
Position: CAO

Sept 18, 2015  
Date

  
\_\_\_\_\_  
Name: Les Gamble  
Position: Chair

Sept 18, 2015  
Date

I/We have authority to bind the Recipient.

## **SCHEDULE "A"**

### **PROJECT DESCRIPTION**

**2015-2017**

#### **A. Agreement and Guidelines**

The Guidelines are designed as a resource to assist the Recipient in carrying out, administering and managing the Project. The Agreement prevails over the Guidelines.

#### **B. Objective**

The Project is carrying out the Youth Job Connection (YJC) program as described in this Agreement and its Schedules.

YJC is designed to help young people between the ages of 15 and 29 who face multiple or serious barriers to employment. It provides access to employability and employment skills development, along with education/training and work experiences. The goal is to achieve long-term employment, meaningful careers, and success in their future working lives.

YJC will provide Participants with:

- assessment and career development services to increase their knowledge of job and career options, the job market and themselves;
- opportunities to develop employability skills;
- training and work experience to increase their readiness for employment;
- support in their transitions to employment or additional training or education during and after the program.

#### **C. Components of YJC**

The Recipient shall deliver all four YJC components below at all sites as set out in Schedule "B" of the Agreement:

1. Client service planning and coordination
2. Pre-employment services
3. Job matching, placement and incentives
4. Education and work transitions support

The Recipient shall ensure that all Participants who access YJC services participate in the first three components. The Education and work transitions support component is available to Participants but it is not mandatory.

YJC provides a highly specialized set of services that can be customized to the

Participant's needs.

## **1. Client Service Planning and Coordination (CSPC) Component**

CSPC is the initial point of contact for Individuals seeking employment services and is the primary link to:

- Other Employment Ontario (EO) programs and services; and
- Programs and services outside of EO.

The objective of the CSPC component is to explore the Individual's career, employment and training goals, and direct them to the most appropriate services.

CSPC involves:

- a) intake and referral;
- b) client assessment;
- c) individualized employment service planning;
- d) monitoring and case management; and
- e) mentoring.

### **a) Intake and Referral**

The Recipient shall determine an Individual's eligibility and suitability for YJC as well as their general employment and service needs.

Based on this initial determination, if the Individual is:

- Eligible for the Project, the Recipient shall direct the Individual to client assessment;
- Eligible but not suitable, or does not want to participate, they are referred to:
  - Employment Ontario resources/programs, including: Employment Service, Pre-apprenticeship Training, and Literacy Basic Skills; Community or social services; and/or
  - Federal youth programs, such as Skills Link.
- Not eligible for the Project, the Recipient shall direct the Individual to other programs and services (inside or outside of EO).

When the Recipient refers an Individual to another service, the Recipient must:

- Make relevant and timely referrals to services outside of the Youth Job Connection program or Employment Ontario;
- Have internal systems and processes to gauge the referral's effectiveness and timeliness, including the overall satisfaction of the Individual and the receiving organization.

## **Employment Ontario Information and Referral Network and Services (EOI&R)**

The Recipient must provide Ontarians with information on and referrals to **all** Employment Ontario employment and training programs and services, whether or not they are delivering them pursuant to agreement with the Ministry.

The Recipient must:

- have an efficient and effective process to identify Individuals' information and referral needs;
- make information about all Employment Ontario (EO) services accessible to Individuals, in print, over the phone or electronically;
- ensure Individuals receive accurate and current information on the EO services relevant to their needs;
- help Individuals understand their program and service options across the EO network;
- match Individuals with the service and provider that best meets their needs in the fewest possible steps, even when another provider delivers the same service as the referring provider;
- continually improve their services, based on Individual feedback;
- ensure their contact information and service descriptions are accurate and current, in all media they provide to Individuals or other EO service providers.

### **b) Client Assessment**

The Recipient shall conduct client assessment which must:

- Gather information from the Individual on their background and situation and determine their suitability for the Project in accordance with Table 2, Suitability Indicators, of the Guidelines;
- Work with the Individual to determine or clarify career and employment goals, and the education and training needed to achieve those goals;
- Identify other factors that can affect the Individual's ability to succeed in employment program/services or activities (e.g., need for child care, family or transportation issues, etc.);
- Determine whether the Individual is prepared to participate in the Project immediately or if they should be referred to other supports first (e.g., addictions counselling, etc.);
- Determine characteristics that can prevent the Individual from performing required job tasks, or that can lead to biased perceptions about their ability to do the job and consider these factors in making service decisions; and
- Determine the Individual's interpersonal skills and motivation.



If the Individual is eligible and suitable, and the Individual wishes to proceed with service, the Recipient accepts the Individual as a Participant of YJC. The Recipient and the Participant will initiate the development of the Employment Service Plan.

The Recipient must have a decision model in place that provides rationale for access to YJC services.

At some point, the Recipient can determine the need for a diagnostic assessment, when there is an indication of a physical, mental, social or learning condition affecting an Individual's progress. The Recipient is expected to coordinate with other education, health or social services where a need for testing has been identified. Diagnostic assessments are not supported through YJC funding

### **c) Individual Employment Service Planning**

The Recipient shall work with the Participant to develop an individualized Employment Service Plan.

The Recipient shall ensure that the Employment Service Plan supports a Participant's activities, services and supports based on their employment and employability needs and career goals.

The plan must:

- Describe clear, achievable goals;
- Build on expressed interests and needs identified by the Participant for employment, education or training goals;
- Identify steps or concurrent activities to reach the goals and methods for monitoring progress;
- List supports in place for services;
- Be updated regularly; and
- Demonstrate the Participant's agreement and ownership of the plan.

### **d) Monitoring and Case Management**

The Recipient shall manage the Participant's overall case and provide counselling and general support on a one-to-one basis including:

- Guiding Participants through their employment preparation and plan with a focus on sequencing of activities and referrals for employment readiness;
- Monitoring and documenting Participants' information and employment activities;
- Revising and updating the Employment Service Plan;

- Informing Participants of the consequences of not following through with planned activities or commitments, and applying consequences in a fair and consistent manner;
- Helping Participants to identify further needs and access other sources of support for income, child care, transportation, counselling, legal services or other life circumstances that have an effect on readiness for employment; and
- Helping Participants overcome problems as they arise by focussing and building on their strengths and capabilities, including setting appropriate expectations for success.

The primary focus of case management is on employment issues, but the Recipient must also be prepared to support Participants with a broad range of life stabilization issues. This support can include:

- Coordination and referral to other human/social/community services, housing services, legal services, other education/training services, local school or school boards;
- Assessment and referral to mental health or addictions services;
- Accompanying the Participant to medical, legal or social services appointments;
- Help with applications for government identification, bank accounts, health card, etc.; and
- General emotional support.

The Recipient should meet regularly with Participants and placement employers throughout the Project.

Reasonable arrangements must be made for Participants who need assistance or support after regular business hours. For additional support, the Recipient should establish connections with community organizations serving youth, human and social services, schools, parents, and crisis intervention services that have the capacity to respond on a 24 hour, 7 day a week basis (e.g., hospitals, Kids Help Phone, etc.).

#### **e) Mentoring**

The Recipient must offer mentoring services to Participants throughout the Project. Mentoring activities support the development of interpersonal and relationship building skills, “soft skills” that are the foundation of workplace interactions.

The Recipient may:

- Deliver mentoring activities directly or they can partner with other community agencies or employer groups to recruit potential mentors or organize activities;
- Offer mentoring and the frequency of mentor/youth contact should be based on the needs of the Participants; and
- Use a variety of content and formats (e.g., one-on-one, group/team mentoring, in-person or e-mentoring; location in community, school or other specific site; role modeling; adult-led interactive learning; etc.). Mentors should make a minimum three month commitment.

The Recipient shall:

- Recruit caring, knowledgeable mentors from the community, typically those with backgrounds in helping roles or professions or persons who show compassion and commitment to young people's success;
- Ensure that mentors are available to provide mentees with significant time, attention and support through challenging events;
- Screen all potential mentors through interviews and reference checks (professional, personal acquaintance, family member and doctor or other professional) and request a certified criminal record and vulnerable sector check from the Royal Canadian Mounted Police (RCMP);
- Provide ongoing training for mentors, and systematically monitor the mentoring relationship; and
- Support clear communications between Participants and mentors on how and how often they should meet (e.g., once a week or more at the beginning of the relationship or less frequent when appropriate, regular check-in phone calls, periodic texting, etc.).

## **2. Pre-Employment Services Component**

The objective of the Pre-employment Services component is to provide short term workshops or activities designed to help Participants get ready for work. They focus on career decision-making, employability skills development or enhancement, and job search and job maintenance.

The Recipient shall:

- Offer workshops or activities under each of the six Pre-employment Service areas as described in Appendix 2 of the Guidelines:
  1. Fundamental job readiness skills workshops or activities
  2. Career development/career exploration workshops or activities
  3. Personal management (life) skills workshops or activities
  4. Job attainment skills workshops or activities
  5. Employment-related skills workshops or activities

6. Job maintenance and career advancement skills workshops or activities

- Determine the content of the workshops and how to deliver them. The Recipient can organize, schedule and sequence the workshops to meet Participants' needs in a way that is suitable for their organization. For example, the Recipient can offer intensive workshops over a short period or less intensive sessions spread out over a longer period. Offering a variety of workshops using different formats to meet the needs of Participants (e.g., one-on-one, group work, technology-enhanced, etc.) is also acceptable so long as all six Pre-employment Service areas are offered; and
- Pay the Pre-employment Service stipend to Participants and comply with tax laws and regulations administered by the Canada Revenue Agency.

The Recipient shall ensure that:

- Participants take part in Pre-employment Services to develop job readiness skills and to prepare for a job placement;
- Participants complete a minimum of 60 hours of Pre-employment Services before proceeding to a job placement; and
- The nature and scheduling of specific training and workshops are suited to the Participant's needs and based on their employment, education and career goals in the Employment Service Plan.

**Pre-employment service duration and stipend**

The Recipient shall:

- Ensure that Participants receive a stipend equivalent to the provincial hourly minimum wage\* when they participate in pre-employment training/workshops;
- Negotiate a schedule for completing the required minimum 60 hours of Pre-employment Service with the Participant based on their needs and as part of their Employment Service Plans. For example, some Participants require half day workshops while others require day-long sessions;
- Ensure that each Participant is allowed up to a maximum of 90 hours of Pre-employment Services with the stipend equivalent to the current hourly general minimum wage. Not all Participants will need the maximum hours of Pre-employment Services. Participants can participate in more than 90 hours but the additional hours are not covered by the stipend;
- Ensure that the pre-employment stipend is intended as an incentive for completing the negotiated pre-employment training workshop. The Participant can use these funds to offset costs of participating in the service, such as food, transportation, etc.; and

- Ensure compliance with obligations under tax laws and regulations administered by the Canada Revenue Agency regarding the payment of stipends (i.e., taxable income) to Participants. This includes issuing documents for taxation purposes.

\*Minimum wage rates are published by the Ministry of Labour.

### **3. Job Matching, Placement and Incentives Component**

The objective of the Job Matching, Placement and Incentives component is to provide concrete job experience and exposure to careers, occupations and workplaces for Participants. Participants are employed/employees during the job placement.

The Recipient can negotiate financial incentives and support with employers to encourage them to:

- Provide placements and offset their costs related to temporary reduction in productivity; and
- Provide increased supervision requirements and other expenses during the job placement.

Support is also available to Participants to facilitate their participation in the job placement as described in section 3.2.2 of the Guidelines.

The Recipient can also arrange for individual skills enhancement or short-term training. The Recipient shall ensure it is directly linked to the job placement and skills that the employer identifies as necessary for the Participants to complete their placement job duties.

The Recipient must ensure the employer is:

- Offering a work experience that will help the Participant achieve their employment goal;
- Providing feedback and assessments of a Participant's job performance and skills level; and
- Providing the Participant with adequate supervision, and the training/work experience described in the Participant's Employment Service Plan.

#### **YJC Job Placements**

The Recipient shall ensure that:

- All Participants take part in a job placement;
- While in a job placement, the Participant is employed by the employer. Both the employer and the Participant have rights and responsibilities under applicable employment standards, occupational health and safety, labour relations, human rights and other applicable laws and regulations;

- Participants are paid at least the general minimum wage by the employer; or if applicable, by the Recipient;
- Job placements start after the Participant completes a minimum of 60 hours of Pre-employment Service.

Participants usually have a single job placement. Multiple placements of shorter duration can be arranged depending on circumstances. This flexibility is acceptable, but the Recipient must document the need for multiple placements in the Employment Service Plan and ensure that the rationale is in line with career exploration goals or pathway to employment.

### **Job Placement Duration**

The Recipient shall ensure that the maximum duration for any single job placement is 26 weeks. To allow sufficient time to gain job skills and experience, job placements that are closer to the maximum allowable length are encouraged.

#### **a) Job Matching and Placement Services**

To make the job match and monitor the job placement, the Recipient must:

- Proactively contact local employers to seek out job placement/work experience opportunities;
- Work with employers to develop job placements/work experiences that match employers' skills requirements to Participants' interests and abilities;
- Assess the workplace's appropriateness and safety;
- Conduct a job or task analysis to ensure relevant job experience and employment training are provided;
- Prepare and monitor placement agreements with employers;
- Negotiate employer incentives and individual supports as appropriate and in accordance with the Participant's Employment Service Plan;
- Finalize job placement (with or without incentives), job trial, job shadowing or on-the-job-training opportunity arrangements with employers;
- Regularly monitor the job placement to ensure both the Participant and employer are making progress and meeting commitments and arrange for changes if necessary.

#### **b) Job Coaching Support for Job Placements/Work Experiences**

Once the job placement begins, the Recipient must:

- Provide job coaching to identify ongoing Participant and employer needs and determine additional supports the Participant may need;
- Work very closely with the Participant and placement employers; and

- Pro-actively engage with both the Participants and employers to offer them continuous support.

Job coaching must include:

- Providing one-on-one or on-site sensitivity/diversity training, workplace accommodation for persons with disabilities, orientation to occupational health and safety, workplace communication training or other workplace issues;
- Acting as a liaison between the employer and the Participant, including resolving difficulties and solving problems where necessary. This can include helping the Participant understand the employer's expectations or workplace standards, getting feedback from the employer and answering questions from both parties;
- Identifying and resolving workplace issues;
- Supporting on-the-job activities through site visits; and
- Continually evaluating and monitoring the Participant's performance and progress.

Participants may require more intensive or more frequent job coaching at the beginning of the job placement. The need for these supports can lessen as Participants progress in the work setting.

### **c) Job trials and Other Short-term Work Experiences**

The Recipient may arrange Job trials (very short work exposure opportunities) for Participants to test out jobs, and for the employer to evaluate a Participant with little risk for either party. The job trial will provide the Participant and employer with feedback that can be incorporated into the Employment Service Plan and inform future program activities.

Other shorter-term work experiences can also be arranged, including job shadowing, information interviews or group networking sessions with professionals in a particular field or industry. These brief opportunities are intended for Participants who are exploring their career or educational options and who are less certain about the type of job, career or sector they wish to pursue.

### **d) Skills enhancement or job-related training linked to the job placement**

The Recipient shall ensure that:

- Funding is available to support short-term, job-related training;
- Training is directly linked to the job placement and skills the employer identifies as necessary for the job;

- Training is not intended for specific occupations. Skills enhancement or job-related training should support the development of transferable skills that can be used in other jobs, for example: Smart Serve, Food Handler certification, CPR or technology training in social media or mainstream computer software;
- Training can be taken before or during the job placement depending on the needs of the Participant or employer; and
- Training is delivered by a third-party provider.

#### **4. Education and Work Transitions Support Component**

The objective of the Education and Work Transitions Support component is to provide community focused interventions, resources and support to bridge any early (and critical) transitions from YJC to employment or further education.

The Recipient must provide Education and Work Transitions Support in some form even if not all Participants will require this support. Those who do, must have completed their mandatory pre-employment and job placement requirements, and have exited (see section 3.3.2 of the Guidelines on Exit) their YJC Employment Service Plan.

Examples of supports and activities the Recipient must provide include:

- One-to-one follow up for job or career coaching to address issues similar to pre-employment or provide referrals to further training, education or life skills;
- General support on an as needed basis, or a drop-in schedule for individual check in;
- Creating opportunities and organizing networking events or activities, such as regular alumni gatherings, online, social media or public forums on local industries or employment opportunities, career advancement days/fairs, and networking with local employers or members of local business associations, chambers of commerce, Rotary Clubs or other charitable organizations;
- Inviting past Participants to act as peer mentors; and
- Recruitment and engagement of mentors from the community.

#### **D. Partnership Development**

Partnership development is not a requirement of YJC, but the Recipient is strongly encouraged to develop partnerships with other youth-serving community or social service agencies, local schools, or school boards.



## E. Individual Eligibility and Suitability

The Recipient shall ensure that before approving an Individual to participate in YJC, the following eligibility and suitability requirements are met:

- 15 to 29 years of age at time of registration;
- Resident of Ontario;
- Eligible to work in Canada;
- Unemployed; and
- Not participating in full-time training or education as defined by the institution.

**Exceptions:** The Recipient has the flexibility to serve up to 10 per cent of Participants who do not meet the last two eligibility criteria: unemployed or not in training or education. These exceptions must be made based on the Recipient's assessment of the Individual on suitability and service needs. They must be considered reasonable and in line with the Project's purpose to serve Individuals with employment barriers. An example of an exception to the unemployed criterion could be Individuals who are employed part-time in precarious jobs.

The Recipient shall ensure that Participants who are 15 years old to under 18 **must be** legally excused from attending high school.\*

\*The *Education Act* requires young people under 18 to be in school unless legally excused. During the school year, to be eligible for the Project, the Recipient must ensure that individuals who are under 18 years of age have been excused from attending school which means either the individual has graduated or s/he is participating in a Supervised Alternative Learning program (see s.21 of the *Education Act* and Supervised Alternative Learning: Policy and Implementation, 2010).

### **Suitability**

The Recipient shall ensure the Project is available to all eligible Individuals; however, the intention is to help youth who are experiencing more serious employment barriers.

Youth may be racialized, lesbian, gay, bisexual, transgender, two-spirit, and queer (LGBTQQ), Aboriginal, living with disabilities and mental health issues, or recent immigrants. In addition, youth may be facing some combination of other challenging life circumstances, including living in poverty, poor or lack of labour market experience, low levels of education and literacy, in conflict with the law, or low motivation.

To ensure participation and access for young people who are most in need of the

services offered through the Project, the Recipient will assess potential Participants using the indicators set out in Table 2, Suitability Indicators, of the Guidelines.

## **F. Employer Eligibility**

Employer Eligibility to Participate in Job Placements

The Recipient shall ensure that employers:

- Are licensed to operate in Ontario;
- Comply with the *Occupational Health and Safety Act* and the *Employment Standards Act*;
- Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage;
- Have adequate third party general liability insurance as advised by its insurance broker;
- Comply with all applicable federal and provincial human rights and labour legislation, regulations, and any other relevant standards;
- Provide the job placement in Ontario

An employer must not:

- Be a federal, provincial or municipal government or agency;
- Be a YJC service provider;
- Be currently receiving other government funds (federal, provincial or municipal) for the same job placement (e.g., Employment Service Job Placements);
- Use placement services to displace existing staff or replace staff who are on lay-off;
- Hire his or her immediate family members, such as parent, spouse, sibling or child in the job placement.

## **G. Employer Suitability**

Employers are not expected to have all the suitability indicators and some factors may be more important than others in certain communities. The Recipient should give preference to employers who demonstrate that they have one or more of the following factors:

- The employer offers a suitable full or part-time job placement consistent with the Participant's identified employment needs or career goals;
- The employer offers opportunities for on-the-job training;
- The employer contributes to costs associated with job-specific training or wages;
- The employer has been identified as being "youth friendly" (e.g., has demonstrated that it has supports in place for youth workers like mentors;
  - has obtained formal recognition or a reputation in the business or local community as being supportive of young workers or students;

- has strong ties with schools or community centres;
- has a visible presence at youth events or job fairs;
- has leadership involvement in youth organizations or community events, etc.);
- The employer's previous use of job placement services has resulted in positive employment outcomes for Participants;
- There are projections of strong employment growth in the particular industry or sector for the local area, or the business has a history of sustainability in the area;
- The employer expresses an intention to hire the Participant after the placement ends.

## **H. Employers Participating in Placements**

Employers who offer YJC placements must:

- Offer a training/work experience that will help the Participant achieve their career/employment goals;
- Employ the Participant during the job placement, placing the Participant on the company's payroll;
- Provide the Participant with adequate orientation, supervision, and training/work experience;
- Provide feedback and assessments of the Participant's job performance and skills level;
- Adhere to the Project's Training Incentive Placement Agreement negotiated with the Recipient;
- Provide training and supports to Participants in accordance with the agreement with the Recipient;
- Comply with applicable human rights, employment and labour laws and other regulations and standards.

## **I. Employer Placement Incentives and Individual Employment and Training Supports**

### **Financial Supports and Incentives**

The Recipient shall ensure that a maximum of \$7,500 is available per YJC Participant for a combination of placement incentives for the employer and employment and training supports for the individual.

#### **a) Employer Placement Incentive**

The Recipient shall ensure that:

- Funding for placement incentives is available to employers to offset costs of temporary reductions in productivity, increased supervision requirements and other expenses resulting from a job placement;

- Placement incentives are meant to encourage employers to hire and train Participants for the negotiated placement duration;
- The need for and amount of the placement incentive will be negotiated between the Recipient and employer. This is based on the job skill level and complexity, as well as the length of the on-the-job training;
- The amount available for employer placement incentives is \$7,500 per Participant (overall maximum for Employer Placement Incentive and Individual Employment and Training Support funds per Participant) minus the total amount allocated to Individual Employment and Training Supports for the same Participant.

Incentive levels will vary because:

- Not all employers may want or need incentives;
- Not all employers who receive incentives will receive the maximum amount, and the amount of the incentive must be linked to the employer's commitments;
- Job skill levels and complexity and length of training required vary;
- The amount of the incentive can be related to the cost of the Participant's wages and may cover 100% of the wages for the entire placement where it is identified that it will be required to meet the employment goals of the Participant.

b) Individual Employment and Training Supports

There are three categories of individual supports:

1. Pre-Employment Service Stipend
2. Job Placement Support
3. Training/Skills Enhancement Support

1. Pre-Employment Service Stipend

The Recipient shall ensure that:

- Participants receive a stipend when they participate in Pre-employment Services. The amount of the stipend is set at the provincial hourly minimum wage\* for the time the Participant attends pre-employment training;
- The pre-employment stipend does not exceed 90 hours x current hourly minimum wage. For example, at an hourly minimum wage\* of \$11.25 (current as of October 1, 2015), the Pre-employment Stipend does not exceed \$1012.50 per Participant;
- Access to stipends is not linked to family or personal income levels. There is no requirement to use the Low Income Cut-off (LICO) threshold to determine access to these stipends. Access to stipends is not based on a cost reimbursement and is not meant to represent a basic living allowance;

- The Recipient determines when the stipend is paid to the Participant;
- The stipends are available for the pre-employment training component only;
- Participants attending Pre-employment workshops while in a placement opportunity are paid by their placement employer.

\* The current minimum wage rate is available from the Ministry of Labour.

## 2. Job Placement Support

The Recipient shall ensure that:

- Job placement support is used to remove barriers to Participants in the placement. Examples of supports that can be covered include work clothing, equipment, childcare and transportation costs;
- Participants do not receive Job Placement Support if they are receiving similar supports under another initiative;
- The maximum value for Job Placement Support is \$1,000 per Participant. Exceptions over the maximum limit are permitted for Participants with disabilities. This would cover costs related to assisted devices and other placement-related accommodations that otherwise would cause undue hardship to the employer. Not all Participants will need these supports but this funding is available for those who need it to achieve success in the job placement;
- Access to these supports is not linked to family or personal income levels. There is no requirement to use the LICO threshold to determine access to these stipends;
- While the needs of the job placement supports are not linked to family or personal income levels, the Recipient must develop and apply a consistent decision-making model.

## 3. Training/Skills Enhancement Supports

The Recipient shall ensure that:

- Training/Skills Enhancement Supports are available for skills enhancement or job-related training linked to the job placement;
- The amount available for these supports must not exceed \$7,500 per Participant minus the total amount for individual supports (Pre-Employment Stipend and Job Placement Supports) and Employer Placement Incentives;
- This funding is only available for Participants who need it to ensure job placement success. Not all participants will need these supports.

## **J. 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;
- Community outreach, and necessary linkages with schools, children's aid societies, youth and other community groups to build awareness of YJC;
- Development of resources that build on and are complimentary 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 strategy that addresses service gaps in the community;
- Flexibility, responsiveness and seamless service;
- Confirmation of Participant eligibility and suitability for service.

#### **K. 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;
  - delivery site(s) and facilities and days/hours of operation that are posted and visible to customers;
  - a customer complaint and resolution process in place.
  
- ii. have, at a minimum, the following three elements in their customer service charter:
  - believe in quality service;
  - encourage feedback (compliments or complaints);
  - will follow up on this feedback in a prescribed manner and timeframe.
  
- iii. ensure that delivery site(s) and facilities reflect customer need, including:
  - accessible facilities or service provision at an accessible site;
  - itinerant and/or mobile services where local need is identified;
  - days/hours of operation that reflect customer need.
  
- iv. obtain the prior written consent of the Ministry to adjust their delivery site(s), facilities, or days and hours of operation.
  
- v. ensure that extended evening and weekend hours of service are offered where

there is identified need.

vi. not be required to offer these services on statutory holidays.

#### **L. Employment Ontario Self Service Standards (EOSS)**

EOSS is an online portal which will enable Ontarians to pre-screen for EO programs and services. Individuals have the option to begin an online application for one of the EO programs and services suggested to them, and to submit their online application using EOSS to a YJC service provider of their choosing for follow-up. Individuals who apply online must meet with a YJC service provider to complete the formal assessment and application process for their program of interest.

The Recipient shall:

- Access and process applications submitted through EOSS using their existing EOIS-Case Management System (CaMS) account;
- Contact the Individual in the manner requested on their online application (telephone, email);
- Contact the Individual within 1 business day of receiving the individual's online application;
- Not forward the Individual's online application to another service provider without the individual's consent;
- Not forward the Individual's online application to another service provider, if the application has already been forwarded twice;
- Keep its service delivery site(s) information up-to-date in EOIS CaMS, which includes:
  - delivery site contact information (address, phone number, fax, business contact email), including a website (if applicable), and a EOSS specific email address in which to receive notification that an application has been submitted to your service delivery site;
  - the status of the indicator that identifies its availability to accept online applications; and
- Protect the personal information the Individual chooses to provide in compliance with relevant privacy legislation, the Recipient's privacy policy and the privacy protection provisions of the Agreement.

#### **M. EOIS-CaMS**

The Recipient is required to use EOIS-CaMS to support the delivery of YJC, case management of Participants, and reporting of Participant 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 Management, and EOIS-CaMS Service Provider User guides posted on the EOPG;
- Be responsible for all staff who are authorized to use EOIS-CaMS and the EOIS-CaMS Reporting Website and ensure that only authorized staff have access to EOIS-CaMS and the Reporting Website;
- Use EOIS-CaMS to manage Participant cases and report Participant 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); and
- Ensure that the SPRA is responsible for setting-up and maintaining access for authorized staff.

The Recipient must track and report on Participant and employer activities, financial information, individual support decisions and employer information using the Employment Ontario Information System-Case Management System (EOIS-CaMS) or other system as determined by the Ministry.

#### **N. Facilities and Facilities Leases**

The Recipient shall:

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

#### **Facility Leases**

Where YJC is co-located with other programs and services, YJC administrative Funds must be used to cover only costs directly related to the delivery of YJC. If relocation or revision of facility arrangements is required, the Recipient shall obtain prior written approval from the Ministry to use the Funds for this purpose prior to entering into agreements or making financial commitments.

#### **O. French Language Services**

The Recipient, as directed by the Ministry, shall carry out the Project in French, including providing 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 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 the Recipient is not directed by the Ministry to carry out the Project in French, the Recipient shall refer a person requiring French language services to a designated YJC service provider.

#### **P. Performance Measurement Framework (PMF)**

The YJC performance measurement framework (PMF) is part of the Performance Management System. The framework sets out what to measure and how to measure performance in relation to program goals and objectives.

The YJC PMF includes:

- Dimensions of service success, weighted to reflect their contribution to overall quality;
- Performance measures that demonstrate value;
- Data indicators;
- Overall (provincial) service quality standard.

The PMF elements are described in Section 4 of the Guidelines.

#### **Employment Ontario Service Delivery Framework**

The Recipient shall ensure that YJC services 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

#### **Q. Customer Satisfaction**

As described in section 4.1.1, 2a) of the Guidelines, the Recipient shall:

- Survey 100% of Participants and employers accessing YJC services and both are asked at exit, on a scale from 1 to 5, how likely they are to recommend YJC to someone looking for similar services.

The Recipient shall achieve a customer satisfaction response rate of 15%.

#### **R. Monitoring, Exit, Follow-Up and Evaluation**

The Recipient is required to maintain current Participant contact information particularly at or about the time the Participants exit participation in YJC in order to carry out the monitoring, exit, follow up and evaluation activities.

##### **a. Monitoring**

The Recipient is required to monitor Participants' progress and activities through the Project.

Monitoring activities include:

- Meeting with Participants to check progress on the Employment Service Plan and employment activities;
- Meeting with Participants and mentors to assess mentoring activities and the mentoring relationship;
- At least one on-site workplace visit prior to the start of the job placement and regular meetings (minimum of one per month) with Participants and employers to ensure progress and compliance with meeting job placement agreement commitments.

##### **b. Exit**

###### **Participant**

"Exit" from the YJC occurs when the Participant reaches their employment goal and is no longer participating in mandatory services. At this point, they have completed the mandatory pre-employment and job placement requirements.

The Recipient must conduct an exit interview with 100% of Participants to:

- Review or confirm Participant progress and achievement against the Employment Service Plan;
- Ensure the Participant knows where and how to access further services;

- Determine and report on the Participant's employment, education or training status;
- Provide the opportunity for the Participant to complete a customer service survey and provide other feedback on the services or Project.

A Participant who has not accessed the services of the Project for three consecutive months is considered to be inactive. Their file can be re-opened if they return for services.

### **Employers**

The Recipient must also conduct an exit interview with 100% of YJC employers to gather feedback about the services and Project, and to discuss future job placements or employment opportunities.

### **c. Follow-up**

#### **Participants**

The Recipient must follow up with 100% of Participants at exit, and three, six and 12 months after exit to document their status in accordance with Table 3, Service Impact Indicators, of the Guidelines regardless of Participant outcome.

### **d. Evaluation**

If requested by the Ministry, the Recipient shall assist the Ministry in its evaluation and performance management of YJC by:

- Contacting Participants on behalf of the Ministry;
- Contacting other stakeholders such as employers on behalf of the Ministry; and
- Participating in evaluation activities conducted by or on behalf of the Ministry including surveys, interviews and discussion groups.

## **S. Information Management Requirements**

The Recipient must develop and maintain relevant and up-to-date systems for planning, monitoring, and reporting program activity and expenditures for each funded site as outlined in Schedule "B". At a minimum, the information management records, systems, and procedures must:

- Ensure that full documentation is available, verifying that the statistical and financial information entered into any Ministry systems and other Recipient management systems meets the reporting and audit requirements of the Ministry;
- Provide prompt and accurate disbursement to employers, according to the terms and conditions of the YJC Training Incentive Placement Agreement;
- Protect Participant privacy in accordance with the Agreement with the Ministry, including records through storage in a secured system, for both electronic and manual records;

- Make records accessible for audit purposes by identifying them in a distinct manner, rather than only by name;
- Cross-reference employer information with that of YJC Participants;
- Ensure records and information are used for ongoing evaluation of services.

## **T. Documentation Requirements**

The Recipient must maintain the following documentation for Participants and employers.

### **Participants**

The Recipient shall ensure that records for Participants accessing YJC components:

- Include a completed, signed and dated YJC Participant Registration form;
- Contain a statement on file that the Participant's birth certificate, driver's license, or other photographic identification has been reviewed;
- Contain a statement on file that any necessary immigration papers or work permits have been reviewed;
- Include documentation of Client Service Planning and Coordination activities with information on services provided and rationale including but not limited to Participant assessment, Employment Service Plan, service referral, mentoring activities, and evidence of the Participant's progress;
- For Pre-employment Services, contain documentation on workshops/ activities planned and attended, and payment of the stipend;
- Contain documentation that appropriate taxation documents were issued to Participants;
- If financial supports are provided, the Participant's file contains the reason for the support, the amount of the supports and an authorized Recipient signature for the support;
- For job placements, contain a rationale describing how the placement meets needs of Participants and employer, and if incentives or supports are provided, information on the reason, amount and terms of support;
- Contain documentation of mandatory site visits and other monitoring conducted; employer and participant follow-up and outcomes;
- For education and work transition support, if provided, contain documentation of rationale and types of activities, mentoring and length of services;
- In case of service termination, contain reasons for termination and steps the Recipient took to assist the Participant to resolve issues prior to termination.

### **Employers**

The Recipient shall ensure that employer records contain:

- Completed, signed and dated YJC Employer Registration form;
- Proof of employer's eligibility and suitability for the Project;
- Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;

- Employer profile information including size, sector, and number and types of placements provided;
- Information on placement incentive, if applicable, and YJC Training Incentive Placement Agreement including amount of placement incentives and disbursement of funds;
- Documentation:
  - of any site visits or other monitoring activities
  - employer can provide a suitable and safe workplace environment
  - of issues or incidents if any and resolutions
- In case of incomplete placements, documentation of approach and steps the Recipient took to resolve the issue or reasons for early termination.

#### **U. Find an Employment and Training Service (FEATS)**

The Recipient shall:

- List the delivery site(s), days and hours of operation;
  - Revise any program or service delivery site(s) information immediately;
  - Conduct reviews on a quarterly basis to keep the service delivery site(s) information up-to-date on the FEATS website below;  
<http://www.tcu.gov.on.ca/eng/eopg/publications/eouupdate.pdf>.
1. Use the link to search for their organization
  2. Click on their organization's name
  3. Click **Update** and follow the prompts to make changes
  4. Click **Preview** to review the changes
  5. Click **Update**

#### **V. YJC Forms**

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

- Youth Job Connection Participant Registration
- Youth Job Connection Employer Registration
- Youth Job Connection Training Incentive Placement Agreement
- Youth Job Connection 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 Participant.

#### **W. Insurance**

The Recipient shall ensure that:

- Employers comply with the insurance requirements and claims procedures and processes set out in sections 5.8 to 5.12 of the Guidelines and;
- Participants and employers are aware of their responsibilities set out in sections 5.8 to 5.12 of the Guidelines.

## **X. In School Youth**

During October 1, 2015 to March 31, 2016, the Recipient shall make YJC services available to youth who are:

- 15-18 years of age at time of registration;
- A resident of Ontario;
- Eligible to work in Canada;
- Participating in full-time training or education as defined by the institution;
- Experiencing more serious employment barriers as described in the YJC Summer Guidelines posted on the EOPG;

The Recipient shall ensure eligible in-school youth:

- Participate in Client Service planning and coordination, Pre-employment services and Job matching, placement and incentives components;
- Complete a minimum of 20 hours of Pre-employment training before proceeding to a job placement;
- Complete mandatory training on Employment Standards and Occupational Health and Safety;
- Participate in part-time employment that is no longer than six months in duration;
- Do not exceed 10 hours of work time per week and the time worked must not overlap with school hours (i.e. must be evening and weekends);
- Do not exceed the maximum six months allowable period for part-time job placements during the school year.

## **Y. Itinerant Services**

To ensure that youth have access to YJC, the Recipient may provide, as required, itinerant services outside of their service delivery site, in communities identified in Schedule "E" of the Agreement.

The Recipient may be required to, for example:

- Travel to locations set out in Schedule "E" to meet clients or by appointment;
- Provide virtual counselling by teleconference, email or video conferencing;
- Provide online workshop facilitation.

## SCHEDULE "B"

### BUDGET

#### Summary

TOTAL NUMBER OF SITES	TOTAL FUNDING FOR 2015-2016	TOTAL FUNDING FOR 2016-2017	MAXIMUM FUNDS (INCLUDES ALL SITES)
1	\$39,600	\$59,400	\$99,000

#### 2015-2016

**Budget for Site Number: 4087A**

**Site Address: 12 BIRCH ST S, PO BOX 1299, CHAPLEAU, ON, P0M1K0**

FUNDING CATEGORIES	AMOUNT
Operating Funds	\$11,999
Financial Supports and Incentives	\$27,601
<b>MAXIMUM SITE BUDGET</b>	<b>\$39,600</b>

2016-2017

**Budget for Site Number: 4087A**

**Site Address: 12 BIRCH ST S, PO BOX 1299, CHAPLEAU, ON, P0M1K0**

FUNDING CATEGORIES	AMOUNT
Operating Funds	\$17,998
Financial Supports and Incentives	\$41,402
<b>MAXIMUM SITE BUDGET</b>	<b>\$59,400</b>



**SCHEDULE "C"**

**PAYMENT**  
(Includes all sites)

**2015-2017**

<b>PAYMENT DATE</b>	<b>AMOUNT</b>
October 2015	\$6,600
November 2015	\$6,600
December 2015	\$6,600
January 2016	\$6,600
February 2016	\$6,600
March 2016	\$6,600
April 2016	\$4,950
May 2016	\$4,950
June 2016	\$4,950
July 2016	\$4,950
August 2016	\$4,950
September 2016	\$4,950
October 2016	\$4,950
November 2016	\$4,950
December 2016	\$4,950
January 2017	\$4,950
February 2017	\$4,950
March 2017	\$4,950

Pursuant to subsection 4.3c) 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 Maximum Funds shall not be exceeded.

## SCHEDULE "D"

### REPORTS

2015-2017

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. Auditor's Report	
4. Quarterly Status and Adjustment Report (QSAR)	As specified in the QSAR template.
5. Reports specified from time to time	On a date or dates specified by the Ministry.

#### **Report Details**

The templates for the Estimate of Expenditure Report and the Statement of Revenue and Expenditure Report will be supplied by the Ministry. The Recipient shall complete these Reports in accordance with the Audit and Accountability Requirements and submit them in a manner to be provided by the Ministry.

The Recipient shall submit the Auditor's Report in accordance with the Audit and Accountability Requirements. A sample Auditor's Report is set out in the Audit and Accountability Requirements.

QSAR template is available on the EOPG and shall be submitted in a manner set out in the document.

## SCHEDULE "E"

### PERFORMANCE COMMITMENTS

2015-2016

Performance Commitments for Site Number: 4087A

INTAKE	
Participant Target	6

DIMENSIONS AND CORE MEASURES	MINIMUM PROVINCIAL STANDARD	SERVICE QUALITY SITE COMMITMENTS
<b>Customer Service 40%</b>		
Customer Satisfaction 15%	85%	85%
Service Coordination 25%	50%	50%
<b>Effectiveness 55%</b>		
Service Impact 35%	75%	75%
Participant Suitability 20%	35%	35%
<b>Efficiency 5%</b>		
Funded Intake 5%	90%	100%
<b>Service Quality Target</b>	6.30	6.35

**Consolidated Municipal Services Management and Itinerant Location:**

DELIVERY AREA CONSOLIDATED MUNICIPAL SERVICES MANAGEMENT (CMSM)	ITINERANT LOCATION
Manitoulin-Sudbury	NA

**2016-2017**

**Performance Commitments for Site Number: 4087A**

INTAKE	
Participant Target	9

DIMENSIONS AND CORE MEASURES	MINIMUM PROVINCIAL STANDARD	SERVICE QUALITY SITE COMMITMENTS
<b>Customer Service 40%</b>		
Customer Satisfaction 15%	85%	85%
Service Coordination 25%	50%	50%
<b>Effectiveness 55%</b>		
Service Impact 35%	75%	75%
Participant Suitability 20%	35%	35%
<b>Efficiency 5%</b>		
Funded Intake 5%	90%	100%
<b>Service Quality Target</b>	6.30	6.35

**Consolidated Municipal Services Management and Itinerant Location:**

DELIVERY AREA CONSOLIDATED MUNICIPAL SERVICES MANAGEMENT (CMSM)	ITINERANT LOCATION
Manitoulin-Sudbury	NA

## SCHEDULE "F"

### YJC AUDIT AND ACCOUNTABILITY REQUIREMENTS FOR

OCTOBER 1, 2015 TO MARCH 31, 2017

#### DEFINITIONS

##### 1. Capital Assets

For the purpose of this program, capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:

- 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;
- Have been acquired, constructed or developed with the intention of being used on a continuing basis;
- Are not intended for sale in the ordinary course of operations; and
- 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.

##### 2. Multi-Agreement Holder (MAH):

A multi-agreement holder is a Recipient that has two or more agreements with the Ministry within a single region or across more than one region.

##### 3. Project Accounting:

The Recipient may receive funding from multiple sources. For the purpose of this definition, each source of funding would be considered a project. Project Accounting connects Recipient funding with project activities to effectively track the financial progress of projects. Where a Recipient has multiple projects, all costs must be allocated to specific projects. These costs must then be reconciled with the sources of funding, ensuring accurate accounting.

#### FUNDING CATEGORIES

**Operating Funds** are for the day-to-day operational costs for direct delivery of YJC.

These costs include:

- staff and management salaries, wages and benefits;
- hiring and training of staff (including professional development);
- marketing (signage, print/web ads, outreach, etc.);
- facilities (rent);
- facilities (mortgage payments) **ONLY** the interest portion of a mortgage payment is allowed as an Operating cost;

- other direct operating expenditures related to the delivery of YJC.

Recipients are able to attribute no more than 20% of their Operating Funds to administrative overhead costs. Administrative overhead costs are necessary for operating an organization, but not directly associated with the delivery of YJC. For example, a portion of the salaries/benefits of the Executive Director, Information Technology, or financial staff who work for the entire organization but may spend a portion of their time dedicated to administrative functions that support YJC.

**Operating Funds** cannot be used for termination and severance costs.

**Financial Supports and Incentives**

Financial Supports and Incentives includes a) Employer Placement Incentives and b) Individual Employment and Training Supports.

Up to \$7,500 is available per Participant. This maximum amount can be used for a combination of Placement Incentives for the employer and Employment and Training Support for the individual.

a) Employer Placement Incentives

Supports can cover costs to offset employer costs:

- of temporary reductions in productivity;
- increased supervision requirements; and
- other expenses as a result of offering a job placement to a Participant.

The amount available for Employer Placement Incentives is \$7,500 per Participant (overall maximum for Employer Placement Incentives and Individual Employment and Training Supports per Participant) minus the total amount allocated to Individual Employment and Training Supports for that same Participant.

Per Participant	Employer Placement Incentive	Individual Employment and Training Supports		
		Pre-Employment Stipend	Job Placement Support	Training/Skills Enhancement Support
\$7,500 (maximum) =	Placement Incentive \$ +	90 hours x current hourly minimum wage (max) +	\$1,000 (max) +	\$

b) Individual Employment and Training Supports

Individual Employment and Training Supports include:

1. Pre-Employment Service Stipend

- The amount of the stipend is set at the provincial hourly minimum wage for the time the Participant attends Pre-employment training. The Pre-employment stipend will be no more than 90 hours x current hourly minimum wage. For example, at an hourly minimum wage of \$11.25 (current as of October 1, 2015), the Pre-employment stipend will be no more than \$1,012.50 per Participant.

2. Job Placement Support

- Examples include: work clothing, equipment, childcare and transportation costs.
- The maximum value for job placement support is \$1,000 per Participant. Exceptions over the maximum limit are permitted for youth with disabilities. This would cover costs related to assisted devices and other placement-related accommodations that otherwise would cause undue hardship to the employer.

3. Training/Skills Enhancement Supports

- Are available for skills enhancement or job-related training linked to the job placement;
- The amount available for these supports is \$7,500 per Participant, minus the total amount for individual supports (Pre-Employment Stipend and Job Placement Supports) and Employer Placement Incentives.

Per Participant	Employer Placement Incentive	Individual Employment and Training Supports		
\$7,500 (maximum) =	Placement Incentive  \$ +	Pre-Employment Stipend  90 hours x current hourly minimum wage (max) +	Job Placement Support  \$1,000 (max) +	Training/Skills Enhancement Support  \$

**FINANCIAL CONSIDERATIONS**

**a) Funds (to be paid as per Schedule "B" of the Agreement)**

Recipients have discretion over the use of their funds within the following parameters:

- Operating Funds are allocated against an identified level of service;



- In situations of co-location of YJC with other programs and services, YJC funds must only be used to cover costs directly related to the delivery of YJC; this must be managed by applying Project Accounting principles;
- Operating Funds cannot be used for major capital expenditures, such as the purchase or construction of facilities. Purchase of equipment and furniture directly related to the effective delivery of the contracted program is allowable;
- The Recipient must obtain prior written approval from the Ministry to shift funds between funded sites or communities;
- The Recipient must not transfer funds between budget lines (Schedule B) unless it obtains the prior written consent of the Ministry; and
- The Recipient **should not anticipate** additional funds, although the Recipient should discuss any issues with the Ministry.

#### **b) Interest Earned**

The Recipient must place the Funds in an interest bearing account which earns interest on the entire balance of Funds in the account. Interest earned on the Funds must be identified in the Estimate of Expenditure Reports and the Statement of Revenue and Expenditure Reports. Interest earned, including deemed interest, and any unspent Funds will be recovered pursuant to section 4.7 and Article 15 of the Agreement, respectively.

If the Recipient fails to identify interest earned in the Estimate of Expenditure Reports and the Statement of Revenue and Expenditure Reports, then the following applies:

- i) the Ministry must deem an amount of interest earned based on the average of unspent Funds reported on the Estimate of Expenditure Reports and the Statement of Revenue and Expenditure Reports using the current interest rate charged by the Province of Ontario on accounts receivable. This deemed amount for interest must be considered revenue of the Recipient for the purposes of the Estimate of Expenditure Reports and the Statement of Revenue and Expenditure Reports; and
- ii) such failure will be considered an Event of Default in accordance with section 14.1 of the Agreement.

#### **c) Bank Account**

Although maintaining a separate bank account for Ministry funding is not a requirement under the Agreement, it is a strongly recommended practice.

**d) Capital Assets**

Recipients are not required to report capital asset expenditures to the Ministry. However, the Recipient must maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

**e) Disposition of Assets**

The Recipient **must** obtain the Ministry's prior written approval to sell, lease or otherwise dispose of an asset purchased with the Funds, if the cost exceeded **\$1,000** (not including tax) at time of purchase, in accordance with section 5.2 of the YJC agreement.

Any Funds earned on the disposition of assets must be reported on the Statement of Revenue and Expenditure Report(s).

**f) Deficits**

Recipients are accountable for managing their funding and required to remain within their approved funded site allocations (per Schedule "B") of the Agreement. Recipients must request prior written approval from the Ministry for an anticipated over-expenditure. Each request will be individually evaluated. Recipients must enclose copies of overspending approval documents from the Ministry with their financial reports. This will help reduce any delays in finalizing the Ministry's annual Reconciliation Report.

**g) Reporting Ministry program expenditures net of Tax rebates:**

**SAMPLE**

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

**Monitoring**

Monitoring, under the Agreement, will be a collaborative effort between Ministry staff and Recipients. Some of the activities that can be expected during the life cycle of an Agreement include:

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

### Reports Required and Due Dates

Without the signature of a Recipient's legal signing authority, reports will be considered incomplete. Payments will be delayed if complete reports are not received by identified due dates.

ESTIMATE OF EXPENDITURE REPORT (EER)	DUE DATE(S)
2015-2016	December 11, 2015 January 15, 2016 April 7, 2016

ESTIMATE OF EXPENDITURE REPORT (EER)	DUE DATE(S)
2016-2017	July 15, 2016 September 16, 2016 October 14, 2016 December 16, 2016 January 13, 2017 April 7, 2017

The Ministry requires a separate Estimate of Expenditure Report **for each funded site set out in Schedule "B" of the Agreement**. This Report must identify the approximate total expenditure for the defined period for each site using the best information available at the time, as well as the forecast of expenditures at March 31 of each year of the Agreement.

The Estimate of Expenditure Report will be supplied to the Recipient by the Ministry.

Payments may be adjusted based on each Estimate of Expenditure Report.

STATEMENT OF REVENUE AND EXPENDITURE REPORT (SRER)	DUE DATE(S)
2015-2016	June 10, 2016
2016-2017	June 16, 2017

The Ministry requires a separate Statement of Revenue and Expenditure Report **for each funded site set out in Schedule "B" of the Agreement**. Recipients are not required to submit their organizational audited financial statements to the Ministry. The Statement of Revenue and Expenditure Report is used as the basis for the Ministry's annual Reconciliation Report.

The Statement of Revenue and Expenditure Report will be supplied to the Recipient by the Ministry.

The Ministry requires Recipient sign-off on the Statement of Revenue and Expenditure Report to verify that:

- YJC funding has been solely applied to costs directly related to YJC;
- Funding and or expenditures from other sources have not been included in the Report;
- YJC reported expenditure is net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- Shared costs have been properly apportioned to YJC using Project Accounting principles;
- Interest earned on YJC funding has been credited to YJC;
- Funds earned on the disposition of assets have been credited to YJC and maintained in and interest-bearing bank account;
- YJC funds that were provided prior to the immediate need for them were maintained in an interest-bearing bank account.

AUDITOR'S REPORT	DUE DATE(S)
<p><b>2015-2016</b> Submit: 2015-2016 YJC Statement of Revenue and Expenditure Report accompanied by an Auditor's Report</p>	<p><b>June 10, 2016</b></p>
<p><b>2016-2017</b> Submit: 2016-2017 YJC Statement of Revenue and Expenditure Report accompanied by an Auditor's Report</p>	<p><b>June 16, 2017</b></p>

The Statement of Revenue and Expenditure Report must be audited by an external auditor in accordance with Canadian generally accepted auditing standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report must include an opinion on the Statement of Revenue and Expenditure Report.

**IMPORTANT NOTE:** If additional details or corrections are necessary on a Recipient's Statement of Revenue and Expenditure Report, the Recipient's external auditor must verify any revisions in writing. The Ministry cannot accept unaudited information provided by a Recipient in support of their Statement of Revenue and Expenditure Report.

## Sample Auditor's Report

(includes all sites)

### **AUDITOR'S REPORT TO THE GOVERNMENT OF ONTARIO MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES**

At the request of the **MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**, we have audited the Youth Job Connection Statement of Revenue and Expenditure Report of the **MANITOULIN-SUDBURY DISTRICT SERVICES BOARD** for the year ended March 31, \_\_\_ prepared in accordance with the Ministry of Training, Colleges and Universities' Youth Job Connection Audit and Accountability Requirements for (insert Month, Day, Year to Month Day, Year). This financial information is the responsibility of the **MANITOULIN-SUDBURY DISTRICT SERVICES BOARD** management. Our responsibility is to express an opinion on this financial information based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance whether the financial information is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial information. An audit also includes assessing the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, made by management, as well as evaluating the overall presentation of financial information.

In our opinion, this report presents fairly, in all material respects, the revenue and expenditure of the Project for the year ended March 31, \_\_\_ in accordance with the Ministry of Training, Colleges and Universities' Youth Job Connection Audit and Accountability Requirements for (insert Month, Day, Year to Month Day, Year).

Licensed Public Accountant under the Public Accounting Act, 2004

(Date)