

City of Kawartha Lakes Skills Advance Ontario Program Agreement

THE SERVICE AGREEMENT, effective as of the 16th of December, 2020 (**the "Effective Date"**)

BETWEEN

Victoria County Career Services Inc. located in the City of Kawartha Lakes, Lindsay, Province of Ontario, Canada (Hereinafter referred to as "**VCCS**").

AND

THE Corporation of the City of Kawartha Lakes, a municipality incorporated under the laws of the Province of Ontario (**Hereinafter referred to as the "City"**)

WHEREAS The **City** and **VCCS** (referred to collectively as the "**Parties**") are mutually desirous of cooperating in a pre-employment readiness, workforce development training program to be delivered to the residents and citizens of the **City** (**referred to collectively as the "Participants"**) and employers of businesses located in the City (**referred to collectively as the "Employers"**).

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Parties** hereto agree as follows:

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement (**hereinafter referred to as "Agreement"**) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the **Parties** enter into the following **Agreement**.

ENTIRE AGREEMENT

This **Agreement** with attached Schedules M, N and O constitutes the entire **Agreement** between the **Parties** hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the **Parties** hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part thereof.

The Ontario Transfer Payment Agreement Skills Advance Ontario (**SAO**) Agreement Number 40684 (**hereinafter referred to as the "Agreement 40684"**), including:

- Schedule "A" – General Terms and Conditions
- Schedule "B" – Project Specific Information and Additional Provisions
- Schedule "C" – Project Descriptions & Timelines
- Schedule "D" – Budget
- Schedule "E" – Payment Plan
- Schedule "F" – Reporting
- Schedule "G" – Performance Commitments
- Schedule "H" – Audit and Accountability Requirements

Including Addendums to The **Agreement 40684**:

- Schedule "J" - November 2019 Addendum to Contract 40684
- Schedule "K" - March 2020 Addendum to Contract 40684
- Schedule "L" - September 2020 Phase 1 Extension Addendum to Contract 40684

Constitute the context and framework for this **Agreement** and is incorporated by reference. Terms not defined herein are as defined in **Agreement 40684**.

This **Agreement** includes the following schedules:

- Schedule "M"- Program Description and Components
- Schedule "N" – SAO Program Funds
- Schedule "O" – VCCS Reporting

AMENDING THE AGREEMENT

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

NOTICE

Any notice given under this **Agreement** shall be as follows:

a) To **VCCS**:

Brenda Roxburgh
Executive Director, VCCS
370 Kent St, Lindsay ON K9V 6G8
705-328-0180 ext. 227
Email: brenda@vccs.work

b) To The **City**:

Rebecca Mustard
Manager, Economic Development
Development Services, City of Kawartha Lakes
P.O. Box 9000, 26 Francis Street, Lindsay, ON, K9V 5R8
705-324-9411 extension 1395
Email: rmustard@kawarthalakes.ca

Contact details can be changed from time to time when provided in advance in writing to the other **Party**.

ACKNOWLEDGEMENT

VCCS:

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement** made between City.
- c. acknowledges that the **City** is bound by the terms of **Agreement 40684** between

VICTORIA COUNTY CAREER SERVICE INC.

Name: Brenda Roxburgh

Title: Executive Director, **VCCS**

Signature

Date

SCHEDULE M: PROGRAM DESCRIPTION AND COMPONENTS

The **Agreement 40684** between the **City** and the **Province** includes roles and responsibilities for the **Delivery Partners** (“hereinafter referred to as Delivery Partners”) included in the **SAO** program. In some instances, roles and responsibilities of the City will be transferred to VCCS. This schedule will identify the roles and responsibilities of **Agreement 40684** as it relates to **VCCS**. Refer back to the appropriate part of the Agreement 40684 for more information and detail.

i. **TERM**

- a) This **Agreement** shall be effective commencing on December 16, 2020, ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.
- b) Either **Party** may terminate this **Agreement** at any time upon sixty (60) days prior written notice to the other **Party**, without default.
- c) The **City** may terminate this **Agreement** if **Agreement 40684** is terminated by the **Province** upon thirty (30) days prior written notice to **Fleming College**, without default.
- d) Either **Party** may terminate this **Agreement** immediately upon the other **Party** becoming insolvent, bankrupt or receiver or a receiver manager is appointed in respect of such **Party**.
- e) Either **Party** may terminate this **Agreement** on fifteen (15) days prior written notice in the event that the other **Party** is in default, unless such default was remedied within such fifteen (15) day period.

Definitions

The following definitions apply to this **Agreement**

“**Advisory Committee**” means a group that consists of representatives from

Employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations. The advisory committee will:

- a. Advise on sector requirements, including identifying job vacancies to be filled;
- b. Develop relevant sector-focused employment services and skills training curriculum;
- c. Maintain the ongoing relevance of the workforce development activities;
 - a. Ensure that objectives, milestones and outcomes are being met;
 - b. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;

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

“**Employer**” means a person or a firm registered in **SAO** and actively receiving **SAO** services; and/or informing the development and delivery of sector-focused employment and **Training Services** to ensure that **Participants** have the essential technical and employability skills to obtain entry-level employment with opportunities to advance in identified sectors.

“**EOPG**” means the Employment Ontario Partners’ Gateway, a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network

“**Delivery Partner(s)**” means a group that consists of service providers, training providers, and community partners to carry out the **SAO** project components and subcomponents. The **Delivery Partner(s)** will:

- a. Actively participate in the **Advisory Committee**; and
- b. Participate actively in the reporting, monitoring and evaluation of the Program;
- c. Keep a record of progress and accomplishments to-date and maintain accurate financial records;

- d. Ensure that funding is being used for its intended purpose and that objectives stated in the **Agreement** are being met;
- e. Provide prompt and accurate reimbursement to **Employers** and **Participants**, according to the terms and conditions of the training or placement agreement; and
- f. Input and actively manage information in **EOIS-CaMS** as required under the **Agreement**.

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

"**Funds**" means the money provided by The **City** to **Fleming College** pursuant to the agreement.

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

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

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

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

"**SAO**" means Skills Advance Ontario.

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

"**SPRA**" means Service Provider Registration Authority

1 INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

- a) The **Parties** shall each indemnify, defend, and save the other harmless from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by, or attributable to any damages or loss or harm of any kind whatsoever, including but not limited to bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, or agents arising out of this **Agreement**, to the extent of the coverage amounts in the policies of insurance provided for herein, provided that **VCCS** shall be responsible for the employees and volunteers while they are under **VCCS**'s supervision.
- b) **VCCS** will maintain comprehensive third party liability insurance, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against the **City** and its officers, employees, agents, or volunteers for legal liability caused by any negligent act or omission of **VCCS**, its officers, employees, students, agents or volunteers that occurs in connection with obligations under this Agreement. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to the **City**. **VCCS** shall provide the **City** with a Certificate of Insurance naming the **City** as an additional insured but only with respect to this **Agreement**.
- c) The **City** will maintain comprehensive third party liability insurance, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against **VCCS** and its employees for legal liability caused by any negligent act or omission of the **City**, its officers, employees, agents or volunteers that occurs in connection with the **City**'s obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to **VCCS**. Upon request, the **City** shall provide **VCCS** with a Certificate of Insurance naming **VCCS** as an additional insured but only with respect to this **Agreement**.

2 LIMITATION OF LIABILITY

- a) In no event and under no circumstances shall either **Party** be liable to the other for any indirect, incidental, consequential or special damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this **Agreement**, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.

3 PAYMENT

- a) The **City** agrees to pay to **VCCS** the fees set out in **Schedule H of the Agreement 40684** attached hereto.
- b) Harmonized Sales Tax (“HST”) or Excised Sales Tax shall be in addition to the fees payable, otherwise hereunder if applicable. Taxes shall be shown separately on each invoice, if applicable.
- c) All fees shall be due on a net thirty (30) day basis from the date of receipt of the invoice. Overdue amounts shall bear interest at the rate of one (1%) percent per month (twelve (12%) percent per annum). These terms are in effect unless other payment terms are identified in **Schedule B** of the **Agreement 40684**
- d) **VCCS** agrees to carry out the **SAO** Program in accordance with the terms and conditions of this **Agreement**.
- e) The **City** agrees to reimburse **VCCS** for expenses incurred and otherwise recoverable in accordance with the terms of this **Agreement**, which expenses were incurred after April 1, 2020 and prior to or during the Term of this **Agreement**.
- f) Expenses submitted by **VCCS** will be broken out into categories as show in Schedule N.

4 PARTICIPANTS

- a. The **City** specifically acknowledges and agrees that all **Participants** shall abide by the rules and regulations, policies and procedures of **VCCS**, as amended from time to time.
- b. The **City** specifically acknowledges and agrees that any Participant who breaches the rules and regulations, policies and procedures of **VCCS** may be disqualified from the Training and their Training may be terminated at the option of **VCCS**. In such event there shall be no repayment of any training fees paid to that date.

5 OWNERSHIP OF INTELLECTUAL PROPERTY

- a. **The Parties** hereto acknowledge and agree that the intellectual and industrial property rights of each **Party** shall remain in any of the program's materials and information, supplied by them. To the extent that the program materials and information is developed under the terms of this **Agreement**, intellectual property rights in such programs shall rest and remain with **VCCS**.
- b. Any confidential information, trade secrets, proprietary information or other confidential information supplied by either **Party** to the other **Party** shall remain the property of the **Party** supplying such confidential information, during the term of and after the term of this **Agreement**.
- c. The **Parties** specifically acknowledge and agree that knowhow, expertise, training, program processes and other tools and materials used in delivering the Training Services, are the sole and exclusive intellectual property right of, and property of **VCCS**.

6 WARRANTY

- a. As a provider of Training Services, **VCCS** will warranty their delivery of these services and will be fit to provide their intended purpose.

7 FORCE MAJEURE

In no event shall **VCCS** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, funding changes, changes in laws or licensing requirements, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

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.

8 CUSTOMER SERVICE

VCCS shall:

- a. Adhere to the Customer Service roles and responsibilities outlined in Schedule C Section 19 of **Agreement 40684** (p.46 – 47)
- b. Commit to providing Customer Satisfaction of 85% for **Participants** and **Employers** as outlined in Schedule G, Performance Commitments of **Agreement 40684** (p.56)

9 DOCUMENTATION REQUIREMENTS

VCCS will adhere to the **Participant** Documentation Requirements roles and responsibilities outlined in Schedule C Section 20 of **Agreement 40684** (p.47 – 48).

10 FORMS

VCCS will use forms identified by the Province including the following:

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

These forms are mandatory and cannot be altered.

These forms are available on the **EOPG**.

If **VCCS** requires additional forms for the **SAO**, the **Parties** will jointly develop and review the documentation. See section 14(vi) of this **Agreement**.

11 FINANCIAL MANAGEMENT

Eligible expenses incurred by **VCCS** for **SAO** Program activities described in the **Agreement** will be reimbursed as applicable by the **City**. **VCCS** must maintain all relevant financial records of its **SAO** Program expenses. **VCCS** is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to the **City** upon invoice by **VCCS**. **VCCS** agrees to keep original receipts for seven years after the end of the **Agreement**.

Maximum of Funds:

VCCS acknowledges that the Funds available to it pursuant to the **Agreement** will not exceed the Maximum Funds specified in Schedule "N" - SAO PROJECT FUNDS.

12.1 Rebates, Credits and Refunds:

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

12.2 Use of Funds:

VCCS agrees to:

- a. carry out the Program in accordance with the terms and conditions of the **Agreement**;
- b. use the Funds only for the purpose of carrying out the **SAO** Program;
- c. spend the Funds only in accordance with the budget;
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other Provincial or Federal organizations;

- e. not make any changes to the **SAO** Program, the timelines or the budget without prior written consent of the **City**.

12.3 Limitation on Payment of Funds:

VCCS acknowledges that the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the Program. In turn, the **City** agrees to notify **VCCS** in a timely manner, should the **Province** make such funding changes or adjustments. **VCCS** acknowledges:

- a. the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the **SAO** Program;
- b. the **Province** may adjust the amount of Funds it provides to the **City** in any Funding Year based upon the **Province's** assessment of required reports provided by the **City**, and the **City** in turn may adjust the amount of Funds it provides to **VCCS**; and
- c. if, pursuant to the *Financial Administration Act* (Ontario), the **Province** does not receive the necessary appropriation from the Ontario Legislature for payment under the **Province's SAO Program Agreement** with the **City**, the **Province** is not obligated to make any such payment, and, as a consequence, the **Province** may:
 - a. reduce the amount of Funds and, in consultation with the **City**, change the Program; or
 - b. terminate the **Province's SAO Program Agreement** with the **City**.

12 TRADEMARK AND TRADENAME

The **Parties** acknowledge that the respective trademarks of the other **Party** are the sole and exclusive property of that Party. **VCCS** agrees that the **City** has the right to use its trademark for the purposes outlined in this **Agreement** with regards to marketing and advertising materials.

13 SCOPE

This **SAO** is funded by the **Province**. This **SAO** will support the manufacturing and agriculture sectors in the **City** and is a pre-employment readiness training and

workforce development program. This program will support **Employers** to:

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

This **SAO** will support **Participants** with:

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

14 OBLIGATIONS OF **VCCS**

VCCS shall:

- i. designate a qualified instructor trainer(s) to be in part responsible for the supervision and training of the **Participants**.
- ii. **VCCS** shall provide to the **Participants** the Training Services as described in **Schedule M** attached hereto, based on the **SAO** Program.
- iii. Unless otherwise set out in **Schedule M** hereto, the Training Services will be delivered at a site to be selected and provided by **VCCS**.

- iv. All personnel contracted by **VCCS** in the performance of its obligations hereunder shall be professionals, employees, contractors, or agents of **VCCS** and shall not be employees or agents of the **City**.
- v. Ensure that **Participants** meet the eligibility and suitability requirements identified in Schedule C, sections 4 and 5 of **Agreement 40684** (p. 32-33), which terms are incorporated by reference into this **Agreement**.
- vi. The **Participant** recruitment and intake process will be agreed to between the **Parties**. If there is a disagreement, the decision of the **City** supersedes that of **VCCS**.
- vii. The intake of **Participants** will be administered by **VCCS**.

15 OBLIGATIONS OF THE CITY

The **City** shall:

- i. be responsible for collaborating with **VCCS** in planning training of **Participants**, intake processes for the **Participants**, providing wrap around services for **Participants** and **Employers**, as outlined in Schedule M;
- ii. provide **VCCS** with sufficient information about the training needs to allow **VCCS** to provide training that meets the specific objectives of the **City's** training program;
- iii. determine, in conjunction with **VCCS's** representative\contact person, the dates and times when the facilities and resources are to be available at the training site;
- iv. assist **VCCS** in ensuring **Participants** complete any pre-training requirements in accordance with the **Agreement 40684** by the **City** staff dedicated to this **Agreement**. This will be done by providing guidance through the **SAO Advisory Committee**, working with **Employers** to understand their

needs, and by working in partnership with **VCCS** to develop the curriculum and assist in designing the delivery of the curriculum components **VCCS** is responsible for.

16 PROGRAM COMPONENTS

There are two program components under **SAO**:

1. Partnership Development
2. Employer and Worker Services

VCCS will ensure that the following program components and its/their subcomponents are delivered.

16.1 PARTNERSHIP DEVELOPMENT

VCCS and the **City** will:

- i. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
 2. Developing new training curriculum or revising existing curriculum to meet essential and soft skills needs; and
 3. Endorsing sector-focused employment and training services and curriculum by **Employers** and **Advisory Committee**;
- ii. Customize employment and training curriculum and delivery approaches to meet the needs of **Employers** by working with them to more fully articulate their training needs for the purposes of customization with the **Delivery Partners** and to ensure developed training and delivery approaches continue to meet **Employers'** needs on an ongoing basis.

16.2 EMPLOYER AND WORKER SERVICES

The objective of this section is to provide **Participants** with sector-focused essential, soft skills training based on the needs of **Employers** in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by **Employers** and the **Advisory Committee**).

VCCS will provide training **Participants** and will ensure the following components and subcomponents are delivered (see **Agreement 40684**, Schedule C, section 8, pp.35 – 42):

- i. Sector-focused Recruitment (including Orientation and Service Planning);
 - 1. Orientation Activities
 - 2. Case Management and Access to SAO
 - 3. Service Planning
- ii. Sector-focused Pre-Employment Services (“Soft Skills Training”); and
- iii. Sector-focused Employment Services (including Job Matching and Development);
 - 1. Job Matching and Development
 - 2. Screening activities: **Participants**
- iv. Sector-focused Retention and Advancement Services

18. PERFORMANCE COMMITMENTS

Parties agree to a performance commitment of a total of 110 **Participants** trained through the **Job Seeker** and **Incumbent SAO** program. Changes to these commitments:

- i. Result in written agreeance by both **Parties**, that the Performance Commitments for training of **Incumbent Workers** or **Job Seeker Participants**, cannot be met; and
- ii. both **Parties**, will jointly provide written explanation of this change to the **Province**; which will be submitted by the **City**.

- iii. The **City** may advise **VCCS** of a reduced target, which shall be communicated in writing.

SCHEDULE N – SAO PROGRAM FUNDS

VCCS Program Funding:

VCCS will receive up to \$285,028 from the **City** to deliver the **SAO** services outlined in this **Agreement**.

There are three categories of funds: Operating, Financial Supports and Administration. The budget totals represent a total of funds available and represents a cap of funding available. However, the budget lines within a fund category is a guideline and representation of how the fund may be spent. See **Agreement 40684**, Schedule H, Section 3 Financial Considerations (p.61) for additional information on financial considerations.

1. OPERATING FUNDS

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with the **City**. Costs related to the provision of the **SAO** that can be claimed against Operating Funds include:

- a. Staff and management salaries directly associated with the delivery of the Project;
- b. Hiring and training of staff (including professional development) ;
- c. Sector-focused recruitment
- d. Pre-employment service delivery ("soft skills training")
- e. Employment services (including job matching and placement)
- f. Retention services and ongoing case management (post-employment services); and
- g. Other direct operating expenditures related to delivery of the Project.
- h. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

VCCS will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

2020 -2021

Operating funds		2020-2021 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for Participants while being trained and program documentation)	\$8,500
ii.	Staff hiring and training (including professional development)	\$5,000
iii.	Facilities (rent)	\$4,850
iv.	Funding of Projects undertaken by the VCCS , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$22,000
v.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$52,000
vi.	Sector-Focused Pre-Employment Services (“Soft Skills Training”) for Job Seekers	\$60,000
vii.	Sector-focused Employment Services (including Job Matching and Development)	\$13,000
viii.	Sector-Focused Retention and Advancement Services	\$27,500
TOTAL:		\$247,850

2. FINANCIAL SUPPORTS

The following funds are available for **VCCS** to access, as required to support the **Participants** during the program. These funds will be used when other options such as Ontario Works support are exhausted.

2020-2021

Financial Supports (for Employers and Participants)		2020-2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> ▪ for lost productivity of workplace mentors and/or paid release time for Participants in a formal job placement (up to \$1,000 per trainee) (*) 	\$50,000
ii.	Participant supports (up to \$3,000 per person) (*)	\$149,000
iii.	Participant Financial Support	\$100,000
iv.	Job Placement Stipend	\$49,000
TOTAL		\$199,000

* In no instance can the combined Participant Financial Supports and the Job Placement Stipend exceed \$3,000 for a participant.

VCCS will notify the **City** of instances where employers require financial support for lost productivity of workplace mentors and/or paid release time for **Participants** in a formal job placement, **City** will be responsible for disbursement to **Employers**.

Agreement 40684 allows for a job placement stipend to be paid to support qualifying jobseekers for up to 2 weeks of their job placement. **The Parties** will work together to identify instances where this stipend can be paid. This stipend is based on the minimum wage of \$14.25/hr without allocation for any mandatory deductions. **VCCS** will be responsible for payment of any approved stipends, this will include any required tax slips.

3. ADMINISTRATION COSTS

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

Costs.

2020-2021 Administrative Costs (*)		2019 – 2021 Budget
i.	Supports (general and administrative **).	\$37,178.00

* Max 15% of the Operating Fund (Operating Fund = \$247,850 *15% = \$37,178.00

** Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

Reimbursement of incurred costs:

The **City** will reimburse **VCCS** after receipt of an invoice(s) from **VCCS** for incurred costs. Payment to **VCCS** is subject to the receipt of funds provided to the **City** by the **Province** as per the monthly payment schedule outlined in the **SAO Agreement 40684**. The program is subject to a 15% holdback by the **Province** to ensure completion and submission of all documentation, this may impact the timing of payment of later claims by the **City** to **VCCS**.

The **City** will promptly pay invoices from **VCCS** subject having received the funds on hand from the **Province**. **VCCS** will not charge interest or penalties if the **Province** has not provided funds to **City**. In the event that the **Province** does not provide all required funding to the **City** to pay for incurred costs, the **City** will not be liable for any outstanding charges from **VCCS**. In the event that the **Province** discontinues funding to the **City**, the **City** will immediately notify **VCCS** so that **VCCS** may minimize incurring any program related costs, and **VCCS** may stop delivery of any further Training Services.

Schedule O: VCCS REPORTING

1. Program Reporting

VCCS agrees to provide regular reports to the **City** that will assist in the final preparation of the **Province** mandated reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **VCCS**.

2. Reporting Schedule

a. Quarterly Status and Adjustment Report (QSAR)

- i. Report 3 for the period October 1, 2020 to December 31, 2020

Due Date: January 15, 2021

- ii. Report 4 for the period January 1, 2021 to March 31, 2021

Due Date: April 15, 2021

b. Estimate of Expenditure Report (EER)

- i. Report 4 for the period April 1, 2020 to December 31, 2020

Due Date: January 11, 2021

- ii. Report 5 for the period April 1, 2020 to March 31, 2021

Due Date: April 1, 2021

c. Statement of Revenue and Expenditure Report (SRER)

- i. Report 1 for the period of April 1, 2020 to March 31, 2021

Due Date: June , 2021

3. Provision of Information Required by CKL

As a program provider, **VCCS** to provide the **City** with any reports on **SAO** Program and/or **Participant** progress required to meet its reporting requirements.