

Police Records Check – Goods and Services Providers	
Adopted: April 12, 2004	Last Reviewed/Revised: December 4, 2023
Next Scheduled Review: 2026-2027	
Associated Policies & Procedures: III-10 Criminal Reference Check - Applicants for Employment VI-48 Protocol with External Agencies	

Purpose

To provide a standard procedure for the implementation of the Criminal Record Check (CRC) legislation for goods and services providers, as identified in Ontario Regulation 521/01 – Collection of Personal Information, as a means to create a safer learning environment for students.

Application and Scope

This procedure applies to all management staff and school administrators under the jurisdiction of the Halton Catholic District School Board (HCDSB). The requirements of this procedure apply to any and all providers of goods and/or services as defined under Ontario Regulation 521/01.

References

[Ontario Regulation 521/01- Collection of Personal Information](#)

Definitions

Criminal Background Check: is the generic term covering both Criminal Record Checks and Police Record Checks.

Criminal Record Check: means a document concerning an individual that was prepared by a police force or service from national data on the Canadian Police Information Centre database within six (6) months before the day the HCDSB collects the document that contains information concerning the individual's personal criminal history.

Offence Declaration: means written declaration signed (includes electronic signature) by an individual listing the individual's convictions for offences under the Criminal Code of Canada up to the date of the declaration.

Police Record Check: means a complete check of police records. It includes a Criminal Record Check, including convictions for which a pardon has been granted involving vulnerable persons.

Service Provider: means an individual who is not an employee of the HCDSB and who comes into direct contact with students on a regular basis at a school site in the normal course of:

- a) Providing goods and/or services under contract with the HCDSB;
- b) Carrying out the person's employment functions as an employee or a person who provides goods and/or services under contract with the HCDSB;
- c) Providing services to a person who provides goods and/or services under contract with the HCDSB.

Principles

- HCDSB has the responsibility to provide a safe and inclusive working and learning environment for students.
- HCDSB is in a position of trust and thus must strive to protect the intellectual, physical, mental, and emotional wellbeing of its students.
- In accordance with Ontario Regulation 521/01, the HCDSB will not contract with or continue to contract with an individual who has regular or direct contact with students who has a police record, which is judged to potentially place a student at risk.

Requirements

- Any service provider who comes into regular and direct contact with students in the performance of their work is required to comply with the same procedures as are identified for staff in *Policy III-10 Criminal Reference Check - Applicants for Employment*.
- Where the contract for goods and/or services is signed by the HCDSB, Purchasing Services will manage the process. If an individual Principal contracts for goods and/or services directly with the Service Provider, the Principal must ensure compliance.
- Contracts with goods and/or service providers that are deemed to have regular and direct contact with students must contain appropriate clauses whereby the provider is responsible to ensure their employees or subcontractors assigned to carry out their duties under the contract with the HCDSB, have not been charged with, or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students.
 - Purchasing Services will include appropriate clauses and language in all centrally negotiated contracts.
 - Principals and other administrators/managers of the HCDSB are responsible to ensure appropriate clauses are embedded in locally signed agreements. Principals and other administrators/managers will reach out to Purchasing Services to obtain such clauses for

inclusion.

- The goods and/or service provider is required to provide an annual attestation (see Appendix A) with regards to above mentioned clauses, confirming the provider has obtained Criminal Reference Checks and Offence Declarations for all eligible employees or subcontractors/trades assigned to HCDSB contracts.
 - **For centrally negotiated contracts**, Purchasing Services will request a criminal record check or attestation form from the respective Provider, copies of which will be retained with Purchasing Services.
 - **For Service Providers sent to the schools through the HCDSB**, the responsible Department Manager, will request a criminal record check or attestation form from the respective Provider, copies of which will be retained with the Department Manager.
 - **For local (school) agreements and contracts**, the Principal will request a criminal record check or attestation form from the respective Provider, copies of which will be retained at the school.
- HCDSB shall be entitled to audit the Service Provider for the purposes of reviewing the Criminal Background Checks with Vulnerable Sector Check and Offence Declarations.
- In the event that any of the Criminal Background Check with Vulnerable Sector Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the HCDSB in the circumstances and in its sole and unfettered discretion, then the HCDSB will have the right to request that the Service Provider prohibit the employee from providing services to the HCDSB.
- A goods and/or service Provider who fails to comply with the Police Records Check requirements of the HCDSB may be restricted from providing goods and/or services to the HCDSB.

APPROVED: Regular Meeting of the Administrative Council

AUTHORIZED BY: _____

Director of Education and Secretary of the Board

CRIMINAL REFERENCE CHECKS AND VULNERABLE SECTOR CHECKS

1. The Vendor covenants and agrees that it will not engage any employee who may come into direct contact with students on a regular basis, where such employee has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of Halton Catholic District School Board (HCDSB). For the purposes of this Attestation, the HCDSB shall determine in its sole and unfettered discretion whether an employee of the Vendor may come into direct contact with students on a regular basis, and whether or not any such offence is of a nature, which may be construed as jeopardizing the safety and well-being of students.
2. The Vendor covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Sector Check search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police (RCMP) at the Canadian Police Information Centre (collectively referred to as "Criminal Background Check" and "Vulnerable Sector Check"), together with an Offence Declaration in an HCDSB approved form for every employee of the Vendor who may have direct contact on or before September 1st each year thereafter with respect to Offence Declarations. The Vendor will ensure Criminal Background Checks with Vulnerable Sector Check, as described above, will be conducted at a minimum of every five (5) years for all employees identified above. Offence Declarations will be completed on years where a Criminal Background Check with Vulnerable Sector Check are not conducted. Updated and most current records will be retained on file at the Vendor's branch of head office.
3. The Vendor agrees to indemnify and save harmless the HCDSB and their respective directors, officers, trustees and employees, from all claims, liabilities, expenses and penalties to which they may be subjected on account of: the Vendor engaging an employee in contravention of this Attestation; or the Vendor's failure to retain a Criminal Background Check with Vulnerable Sector Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of services rendered. In addition to, and notwithstanding anything else herein contained, if the Vendor; engages an employee in contravention of this Attestation, or fails to retain a Criminal Background Check with Vulnerable Sector Check and an Offence Declaration for any employee of the Vendor who may come into direct contact with students on a regular basis, then the HCDSB will have the right to immediately terminate any provision of services without prejudice to any other rights which it may have in this Agreement, in law or in equity.

4. HCDSB shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Vendor for the purposes of reviewing the Criminal Background Checks with Vulnerable Sector Check and Offence Declarations.
5. In the event that any of the Criminal Background Check with Vulnerable Sector Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the HCDSB in the circumstances and in its sole and unfettered discretion, then the HCDSB will have the right to request that the Vendor prohibit the employee of the Vendor from providing services to the HCDSB.

NAME OF FIRM: _____

TELEPHONE: _____

SIGNING OFFICER SIGNATURE: _____

NAME (PRINT): _____

DATE: _____