

THIS WEG AND CWELCC COMBINED AGREEMENT

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HALTON  
(the "Region")

- and -

(the "Service Provider")

WHEREAS the Region is a designated service system manager pursuant to Ontario Regulation 138/15 under the *Child Care and Early Years Act*, S.O. 2014, c. 11, Sched. 1, and is considered the Consolidated Municipal Service Manager pursuant to the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline;

WHEREAS the Region may enter into agreements for the provision of the provincial Wage Enhancement Grant to benefit licensed child care centre staff and licensed home child care agency staff, help retain Registered Early Childhood Educators (RECEs), and support affordable, stable, high quality child care programs for children in Ontario;

AND WHEREAS the Region may enter into agreements for the provision of funding for the Canada-Wide Early Learning and Child Care System (CWELCC System) to provide funding for child care fee reduction and workforce compensation;

AND WHEREAS the Service Provider is eligible to receive WEG and CWELCC funding as an operator of a licensed child care centre or a licensed home child care agency;

NOW THEREFORE in consideration of the obligations, covenants, consideration exchanged and terms and conditions contained herein, the parties agree as follows:

**1.0 Definitions, Interpretation and Schedules**

1.1 The statements and representations contained in the preamble hereto are true and form part of this Agreement.

1.2 In this Agreement,

- (a) "Base Fee" means any fee or part of a fee that is charged in respect of a child for child care, including anything a licensee is required to provide under the *Child Care and Early Years Act*, or anything a licensee requires the parent to purchase from the licensee, but does not include a non-base fee.

- (b) “Budget Summary” and “Budget Submission” mean the documents generated by the Region in conjunction with this Agreement, including updates issued thereto by the Region, that sets out the amounts of any Subsidies payable to the Service Provider;
- (c) “Canada-Wide Early Learning and Child Care System” or “CWELCC System” means the Canada-Wide Early Learning and Child Care System for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.
- (d) “Child Care and Early Years Act” means the *Child Care and Early Years Act, 2014*, S.O. 2014, c. 11, Sched. 1;
- (e) “CIA AR” means the annual return a corporation is required to file in accordance with Section 3.1 of the *Corporations Information Act*, R.S.O. 1990, c. C.39;
- (f) “Client” means a parent or a person having lawful custody of a child or a person who has demonstrated a settled intention to treat a child as a child of his or her family who is eligible for Subsidies pursuant to this Agreement, the *Child Care and Early Years Act* and the Guidelines;
- (g) “Event of Default” means an event of default as described in subsection 3.2;
- (h) “Guidelines” means the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline as may be amended from time to time, and any guidelines, manuals and other similar documents issued by the Region and/or the Ministry during the term of this Agreement that apply to the Subsidies provided under this Agreement;
- (i) “Ministry” means the Ministry of Education and its successors and any other ministry as may be transferred responsibility for the *Child Care and Early Years Act*;
- (j) “Non-base Fee” means any fee charged for optional items or optional services, such as transportation or field trips, or any fee charged pursuant to an agreement between the parent and the licensee in respect of circumstances where the parents fails to meet the terms of the agreement (for example, fees for picking up a child late, fees to obtain items that the parent agreed to provide for their child but failed to provide), as defined in the *Child Care and Early Years Act*.
- (k) “Registered Early Childhood Educator” (RECE) means a person who is registered and in good standing with the College of Early Childhood Educators under the *Early Childhood Educators Act, 2007*, S.O. 2007, c. 7, Sched.8;
- (l) “Site” means the location at which child care services are offered;

- (m) “Subsidy” means any financial support funded by the Ministry and/or the Region, including but not limited to initiatives outlined in the Ontario Child Care Service Management and Funding Guideline, and which may also be referred to as grants or funding; and
  - (n) “Wage Enhancement Grant” or “WEG” means provincial funding for eligible licenced child care operators and home child care agencies to support wage and benefit increases, which is provided to all qualifying positions regardless of Service Provider’s auspice, participation in municipal quality initiatives, or current purchase of service status;
- 1.3 All other words used in this Agreement shall be interpreted consistent with their meaning as used in the *Child Care and Early Years Act*.
- 1.4 The following schedules are attached to and form part of this Agreement:
- (a) Schedule “A” – Service Provider Information;
  - (b) Schedule “B” – Wage Enhancement Grant – Additional Provisions
  - (c) Schedule “C” – Canada-Wide Early Learning and Child Care System – Additional Provisions
  - (d) Schedule “D” – Other Subsidies
  - (e) Schedule “E” – Vendor Code of Conduct

## **2.0 Term of Agreement**

- 2.1 This Agreement commences on the date it is signed by the last party and continues up to and including the 31st day of December 2025 unless terminated in accordance with the provisions of this Agreement. At the end of the term of this Agreement, upon written notification by the Region to the Service Provider, this Agreement may continue month to month until the Parties enter into another agreement or either Party terminates this Agreement.

## **3.0 Events of Default and Termination**

- 3.1 This Agreement may be terminated by either Party, without cause, upon ninety (90) days’ advance written notice.
- 3.2 Each of the following events constitutes an Event of Default under this Agreement:
- (a) The Service Provider is in breach of the performance of, or compliance with any term, condition or obligation pursuant to this Agreement, including any of the warranties provided by the Service Provider hereunder, the Guidelines, the

provisions of the *Child Care and Early Years Act* or the Budget Submission;

- (b) the Service Provider fails to provide Service to the level of care required by the Region;
- (c) The Service Provider makes a false statement or material misrepresentation in connection with this Agreement;
- (d) The Service Provider uses any portion of the Subsidies paid by the Region for any purpose other than a purpose permitted by this Agreement;
- (e) The Service Provider fails to submit required information/documentation/reporting required by this Agreement in the time prescribed by the Region;
- (f) The nature of the Service Provider's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program(s) under which the Region provides the Subsidies;
- (g) The Service Provider becomes bankrupt or insolvent or makes an assignment, files and proposal, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; and/or
- (h) The Service Provider ceases to operate, winds up or dissolves.

3.3 If an Event of Default occurs as described in 3.2, the Region may terminate this Agreement upon five (5) days' notice in writing to the Service Provider, or alternatively, the Region may require the Service Provider to take remedial action to rectify the Event of Default, as the Region directs.

3.4 If an Event of Default occurs, the Region may, while maintaining its termination rights set out in 3.3, take one or more of the following actions:

- (a) Require the Service Provider to remedy the Event of Default to the satisfaction of the Region within a set time period ("Remedy Notice Period");
- (b) Require the Service Provider to initiate any action the Region considers necessary in order to facilitate the successful continuation of the Agreement;
- (c) Suspend the payment of any Subsidies for such period as the Region determines is appropriate;
- (d) Reduce or cancel further Subsidies;
- (e) Demand the repayment of any Subsidies remaining in the possession or under the control of the Service Provider;

- (f) Demand the repayment of an amount equal to any Subsidies the Service Provider used for purposes not agreed upon by the Region; and/or
- (g) Demand the repayment of an amount equal to any Subsidies the Region provided to the Service Provider.

3.5 If the Region has provided the Service Provider with an opportunity to remedy an Event of Default as outlined in subsection 3.4(a) above and the Service Provider:

- (a) Cannot or does not remedy the Event of Default within the Remedy Notice Period; or,
- (b) Does not commence remedying the Event of Default to the Region's satisfaction, as determined in the Region's sole discretion;

The Region shall be entitled to terminate this Agreement immediately.

3.6 The Service Provider shall be paid Subsidies in accordance with the terms and conditions of this Agreement to the effective date of termination.

3.7 In the event that this Agreement is terminated, the Service Provider shall immediately notify staff, providers and Clients that its agreement with the Region has been terminated and shall provide the Region with written verification of such notice within ten (10) days of providing it to staff, providers and Clients.

#### **4.0 Documentation**

##### **Submitted upon Signing**

4.1 The Subsidies approved under this Agreement shall be conditional upon the Service Provider providing the Region with the following documentation upon signing this Agreement:

- (a) all required certificates of insurance referred to in this Agreement, to the satisfaction of the Region;
- (b) the completed CWELCC application and/or WEG documentation for the child care centre and/or home child care agency;
- (c) where the Service Provider is a corporation:
  - (i) the articles of incorporation;
  - (ii) the by-laws of the corporation;
  - (iii) the conflict of interest policy and by-law, if any;

- (iv) a copy of the CIA AR that was filed for the corporation for the last completed fiscal year along with confirmation of filing from the Canada Revenue Agency OR a corporate profile report for the corporation obtained from the Ministry of Government and Consumer Services that is current within the preceding thirty (30) days;
- (v) a completed and signed Schedule “A” to this Agreement which upon submission shall be incorporated by reference into this Agreement.
- (vi) Annual financial statements or other evidence of financial viability in a form acceptable to the Region for the period beginning twelve (12) months or, at the Region’s sole and absolute discretion, up to two (2) years prior to the date of execution of this Agreement by the Service Provider, where available;

#### **Submitted throughout Term of Agreement**

- 4.2 The Service Provider shall provide to the Region a completed Schedule “A”, which shall be updated and re-submitted within thirty (30) days of a material change to the information contained in Schedule “A” or as requested by the Region. Schedule “A” to this Agreement and the updates thereto shall form an integral part of this Agreement. Each Schedule “A” shall be effective from the date it is received by the Region until superseded or replaced by another Schedule “A” or until this Agreement is terminated. Failure to provide the information required by and in accordance with this Section shall constitute a material breach of this Agreement.
- 4.3 Where the Service Provider is a corporation that does not have a conflict of interest by-law and policy in place prior to entering into this Agreement, the Service Provider shall adopt and implement a conflict of interest by-law and policy within six (6) months of the Service Provider’s execution of this Agreement and provide a copy of both to the Region within seven (7) days of their adoption by its board of directors.
- 4.4 The Service Provider shall provide to the Region all certificates of insurance referred to in this Agreement, to the satisfaction of the Region, on an annual basis upon their renewal and any further proof of insurance as may be requested by the Region from time to time.
- 4.5 The Service Provider's completed application and/or documentation to enter into this Agreement with the Region shall be deemed to form part of this Agreement.
- 4.6 The Service Provider acknowledges and represents that the information supplied to the Region and contained in the Service Provider's documentation referred to above is true. The Service Provider expressly acknowledges that the Region relies on that information in entering into this Agreement. The Service Provider shall notify the Region immediately, should any information contained in the Service Provider's documentation change during the term of this Agreement.

## **5.0 Funding Distribution**

- 5.1 The Service Provider shall submit all required documentation in accordance with the eligibility and associated reporting requirements in the Guidelines and provided herein.
- 5.2 The Service Provider shall administer the Subsidies in accordance with the operational details found in the Guidelines and detailed in the Schedules attached to this Agreement.
- 5.3 The Service Provider shall provide reconciliation documentation and an attestation/certification in a form provided by the Region that the funds are utilized as intended.

## **6.0 Payment**

- 6.1 The Service Provider will only receive Subsidies subject to and based on receipt of sufficient funds from the Ministry, the approval of the Regional budget by Regional Council as it relates to the Subsidies and the approval of program changes by the Region.
- 6.2 Where the Service Provider is eligible for Subsidies as determined by the Region, the Service Provider shall use the funding in accordance with this Agreement and the Guidelines.
- 6.3 The Region shall provide the Service Provider with a Budget Summary that shall set out the levels of Subsidies that the Region shall pay to the Service Provider in a given year. The Budget Summary shall be effective from the date issued by the Region until superseded or replaced by another Budget Summary issued by the Region or until this Agreement is terminated. The Budget Summary and any replacement thereto shall form an integral part of this Agreement.
- 6.4 Where the licenced child care program has expanded, decreased or closed, the Service Provider will inform the Region, in writing and include a description of the particulars, within thirty (30) days. In the case of the program decreasing, the Region reserves the right to recalculate the Subsidies in proportion to the decrease and the Service Provider shall repay to the Region any excess Subsidies previously received.
- 6.5 The Region shall pay the Service Provider through direct deposit to an account identified by the Service Provider.
- 6.6 The Service Provider shall pay the funding amount directly to eligible staff, providers and Clients, as the case may be, and shall not deduct for unapproved additional costs in any way.

## **7.0 Records and Audit**

- 7.1 The Service Provider shall:
  - (a) maintain complete financial records and attendance records related to the Subsidies;

- (b) prepare and maintain financial records in accordance with generally accepted accounting principles (GAAP), and retain all financial records and books of account for a period of seven (7) years;
- (c) retain all attendance records related to the Subsidies for a period of three (3) years;
- (d) unless the Region indicates otherwise, provide the Region with a copy of its annual audited financial statements;
- (e) prepare and submit a financial report related specifically to the Subsidies provided pursuant to this Agreement in such form and containing such information as the Region may require;
- (f) adhere to any additional financial reporting requirements specified in the Guidelines during the term of this Agreement;
- (g) upon receipt of three (3) days' written notice, permit Regional staff or agents to enter at reasonable times any Sites under the Service Provider's control in order to observe, evaluate and review all records relating to the Subsidies provided pursuant to this Agreement;
- (h) upon request, provide Regional staff or agents with copies of all records relating to the Subsidies provided under this Agreement;
- (i) ensure that its staff will, upon reasonable request, be available for consultation with Regional staff or its agents regarding Subsidies provided under this Agreement and any records related thereto; and,
- (j) co-operate fully with any audit of the Subsidies provided under this Agreement that is undertaken by the Region, its staff or its agents;

## **8.0 Withholding and Recovery of Payments**

### 8.1 If the Region determines that:

- (a) any overpayment and/or underpayment of any of the Subsidies paid to the Service Provider under this Agreement has been made, including but not limited to overpayment that is the result of an error by either the Service Provider or the Region, misrepresentation by the Service Provider, misuse of Subsidies by the Service Provider, or the Service Provider's failure to adequately document the proper use of the Subsidies in accordance with this Agreement and the Guidelines; or
- (b) any underpayment of any of the Subsidies paid to the Service Provider under this Agreement has been made as the result of an error by either the Service Provider or

the Region;

any such overpaid amount(s) shall be a debt due to the Region and may be recovered as such and any underpaid amount(s) shall be paid by the Region to the Service Provider. This provision shall survive the termination or expiry of this Agreement.

- 8.2 The Region reserves the right, among all other rights and remedies available to it under this Agreement or at law or equity, to recover payments made under this Agreement in part or in full should the Service Provider breach any of its obligations or the warranties provided under this Agreement. This provision shall survive the termination or expiry of this Agreement.
- 8.3 In addition to and without limiting other methods that may be available to the Region at law or equity to recover amounts owed to it under this Agreement, the Region may offset any amount(s) owed to it against the payment of any Subsidies that may be payable to the Service Provider under this Agreement.

## **9.0 Representations and Warranties**

- 9.1 The Service Provider represents and warrants that it has read and understands the provisions of this Agreement and the *Child Care and Early Years Act* as they relate to the Subsidies provided pursuant to this Agreement. The Service Provider expressly acknowledges that the Region relies on this representation and warranty in entering into this Agreement.
- 9.2 The Service Provider shall obtain and maintain throughout the term of this Agreement any and all licences, permits, and other approvals required in compliance with this Agreement and the *Child Care and Early Years Act*.
- 9.3 The Service Provider represents and warrants that all of its operations and activities, including without limitation its employment practices, and its accounting, reporting and record keeping practices shall comply with the requirements of all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction in force from time to time, including the Guidelines. The Service Provider expressly acknowledges that the Region relies on this representation and warranty in entering into this Agreement.

## **10.0 Status of Service Provider**

- 10.1 The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be a contract of employment. Specifically, the Parties agree that this Agreement is not intended to make the Service Provider an employee of the Region for the purposes of the *Income Tax Act*, R.S.O. 1990 c. I.2; the *Canada Labour Code*, R.S.C. 1985 c. L-2; the *Canada Pension Plan Regulations* (C.R.C., c. 385); the *Employment Insurance Act*, S.C. 1996, c. 23; the *Employer Health Tax Act*, R.S.O. 1990 c. E. 11; the *Employment Standards Act*, R.S.O. 2000, c. E. 41; the *Labour Relations Act*, 1995, S.O. 1995, c. 1, Sched. A; the

*Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A; the Occupational Health and Safety Act, R.S.O. 1990, c. O.1; the Pay Equity Act, R.S.O. 1990, c. P.7; or the Health Insurance Act, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution thereof.*

- 10.2 Notwithstanding Section 10.1, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to in Section 10.1 and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required thereunder.
- 10.3 The Service Provider shall indemnify and hold harmless the Region from any and all amounts required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by the Region, relating to any failure of the Service Provider to comply with all provisions of the Acts described in Section 10.1. This provision shall survive the termination or expiry of this Agreement.

#### **11.0 Indemnification**

- 11.1 The Service Provider shall indemnify and save harmless the Region and its employees, officers, and agents, from any and all costs, claims, actions, loss, injury, expense, damages, fines, or recoveries whatsoever arising out of the provision of services by the Service Provider, its employees, agents, or contractors. Without limiting the generality of the foregoing, such indemnity shall include all legal costs, fees and disbursements and any administrative costs incurred by the Region. This Section shall survive the termination or expiry of this Agreement.

#### **12.0 Insurance**

- 12.1 The Service Provider shall obtain and maintain at its cost insurance coverage satisfactory to the Region through the term of this Agreement as follows:
- (a) automobile liability insurance providing coverage for third party bodily injury and property damage, protecting the Service Provider against all liability arising out of the use of owned or leased passenger or commercial automobiles by the Service Provider, its employees, contractors or agents. The limit of liability under this insurance policy shall not be less than five million dollars (\$5,000,000.00) per occurrence;
  - (b) comprehensive general liability insurance policy including contractual liability and contractors' protective liability, providing coverage for third party claims for personal and bodily injury including death and property damage arising out of the activities of the Service Provider, its employees, agents, contractors or subcontractors. The limits of the liability shall not be less than five million dollars (\$5,000,000.00) per occurrence. The Regional Municipality of Halton shall be included as an Additional Insured, but only with respect to the liability of the Service Provider, its

employees, agents, contractors and subcontractors; and

- (c) either an endorsement to the general liability insurance policy to provide contingent employers' liability coverage protecting the Service Provider for work-related injury claims by its employees, contractors and agents, or standard Workplace Safety and Insurance coverage within limits as may be required under legislation for all of its employees, contractors and agents for work-related injuries and illnesses. The Region may, in its sole and absolute discretion, waive the requirement in this Section 12.1(c) for the first year of the term of this Agreement.
  - (d) either an endorsement to the general liability insurance policy or a standalone liability policy providing coverage for bodily injury claims arising vicariously out of actual or threatened abuse or molestation by anyone or any persons, and negligence related to the hiring, employment, placement, training, supervision, investigation and reporting incident of abuse or molestation. The limits of liability shall not be less than one million (\$1,000,000) in the aggregate.
- 12.2 The Region, acting reasonably, may require throughout the term of this Agreement, the Service Provider to increase the limits of liability insurance required by Section 12.1 and/or require other additional coverages and limits.
- 12.3 The Service Provider shall not permit any activity to take place in connection with the provision of the services which would in any way negatively affect the insurance coverage required hereunder; coverage shall not be reduced, altered or cancelled by the Service Provider without first providing sixty (60) days' written notice to the Region. In the event the insurance policies are cancelled by the insurers, the Service Provider shall require its insurers to endeavour to provide the Region with thirty (30) days' written notice.
- 12.4 Upon the execution of this Agreement by the Service Provider and on the anniversary date of same each year thereafter or upon the request of the Region, the Service Provider shall provide the Region with a certificate of insurance giving evidence of the coverage set out in Section 12.1 and any other coverage which may reasonably be requested by the Region under this Agreement, and a WSIB certificate giving evidence of good standing (WSIB clearance certificate) if applicable. All certificates must be to the satisfaction of the Region.

### **13.0 Inspection**

- 13.1 The Region, or any other persons authorized by the Region, shall have the right to inspect the services being performed and the Site(s) at all reasonable times. The Service Provider shall take whatever action is required to permit such inspection.
- 13.2 The Service Provider shall maintain complete financial and attendance records, as applicable, related to the Services provided, and on receiving three (3) days' written notice, permit the Region, its employees or its agents to access and inspect the Service Provider's records and obtain copies of such records.

### **14.0 Privacy, Confidentiality and Freedom of Information**

- 14.1 In this Section, “Personal Information” means information about an identifiable individual or has the meaning that is otherwise expressly defined in the applicable legislation.
- 14.2 The Service Provider shall collect, use, disclose, retain and dispose of Personal Information in accordance with all applicable legislation. The Service Provider shall limit the collection of Personal Information to that which is necessary to comply with this Agreement or meet the obligations of the *Child Care and Early Years Act*.
- 14.3 The Region may audit the Service Provider’s policies, practices and procedures with respect to the Service Provider’s compliance with Section 14.2 and the Service Provider shall allow the Region to enter the Service Provider’s premises, talk to staff, review documents and take any other steps that may be necessary in this regard.
- 14.4 The Service Provider acknowledges that the Region is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, (MFIPPA) as amended, which may compel the Region to disclose this Agreement and any records collected from the Service Provider pursuant to this Agreement where an access request under MFIPPA has been received. The Service Provider will only receive notice about an MFIPPA access request for this Agreement and/or records collected from the Service Provider where MFIPPA requires the Region to provide such notice. The Service Provider shall assist and cooperate with the Region in complying with the requirements of MFIPPA as required.
- 14.5 The Service Provider acknowledges that it may receive confidential information about the Region in the course of this Agreement. The Service Provider, its employees, agents and contractors shall not divulge any confidential information about the Region acquired pursuant to this Agreement, without the prior written consent of the Region. Furthermore, the Service Provider shall not use any confidential information acquired in the course of carrying out the Agreement for any purposes other than complying with its obligations under the Agreement without specific written authorization by the Region. Where the Service Provider receives notice to disclose confidential information through a judicial order/legal process (e.g. subpoena, summons to witness, etc.) it agrees to promptly notify the Region of the notice to allow the Region to attempt to prevent disclosure, where warranted. For the purposes of this section, “confidential information” means any information that is not in the public domain.

## **15.0 Conflict of Interest**

- 15.1 In the event that the Service Provider, its officers, directors or employees has or acquires any direct or indirect pecuniary interest in any matter related to the services or with the Region, apart from this Agreement, the Service Provider shall forthwith disclose that interest to the Region. In the event of the disclosure or discovery of a conflict of interest or an apparent conflict of interest, the Region may, at its sole discretion, terminate this Agreement in accordance with Section 3.0 of this Agreement or require such other reasonable steps to be taken by the Service Provider to address the conflict as it deems appropriate.

15.2 For the purposes of Section 15.1, a conflict of interest occurs when the Service Provider, its officers, directors or employees performs any action in relation to the services and knows or ought to have known that the action furthers its/his/her private interests. An apparent conflict of interest occurs if there is a reasonable perception, which a reasonably well informed person would properly have, that the decision to take the action must have been affected by its/his/her private interest.

## **16.0 Assignment of Agreement and Change in Control**

### **Assignment**

16.1 Subject to the terms of this Section 16.0, the Service Provider shall not assign the whole or any part of the benefit or obligation of this Agreement.

### **Change in Control**

16.2 For the purposes of Sections 16.3 to 16.5, a “change in control” occurs in any of the following situations:

- (a) when an entity(ies) or individual(s) that previously had a controlling interest in the Service Provider no longer has such controlling interest;
- (b) when an entity(ies) or individual(s) that previously did not have a controlling interest in the Service Provider obtains controlling interest, regardless of whether the new controlling entity(ies) or individual(s) previously had a non-controlling interest or no interest in the Service Provider;
- (c) when more than fifty percent (50%) of the assets or shares of the Service Provider are no longer owned by the entity(ies) or individual(s) that previously owned them.

### **Asset Sales**

16.3 Any sale(s), assignment(s) or transfer(s) of any assets of the Service Provider sufficient to result in a change in control shall result in immediate termination of this Agreement.

### **Share Sales**

16.4 Any sale(s), assignment(s) or transfer(s) of shares of the Service Provider sufficient to result in a change in control, this Agreement must be maintained and assigned (if assignment is required).

**Notice**

- 16.5 The Service Provider shall provide the Region with advance written notice of a pending change in control as described in Section 16.3 or 16.4 either:
- (a) ninety (90) days prior to the change in control occurring; or
  - (b) in the event that the Service Provider has no knowledge of the change in control ninety (90) days prior to it occurring, then as soon as the Service Provider has such knowledge.

**17.0 Survival**

- 17.1 The following sections survive the expiry or termination of this Agreement: Sections 5.3, 5.4, 7.1, 8.1, 8.2, and 10.3, and Articles 11 and 14.

**18.0 Vendor Code of Conduct**

- 18.1 The Service Provider acknowledges and agrees to abide by the Region’s Vendor Code of Conduct attached to this Agreement as Schedule “E”.
- 18.2 The Vendor Code of Conduct acknowledgment form must be executed by an authorized representative of the Service Provider and submitted to the Region upon execution of this Agreement.

**19.0 Notice**

- 19.1 Any notice, demand, acceptance, or request required to be given hereunder in writing shall be deemed to be given if personally delivered, mailed by regular mail, postage prepaid or delivered by email as follows:

Region: Director, Children's Services Division  
690 Dorval Drive, 5<sup>th</sup> Floor  
Oakville, ON, L6K 3X9  
Fax: (905) 825-8821  
Email: [childcarefunding@halton.ca](mailto:childcarefunding@halton.ca)

Service Provider: Legal Name  
Address  
Email

Please select one by checking the box below:

Owner

Or

Executive Director

Any notice shall be deemed to have been given to and received by the Party to whom it is addressed:

- (a) if delivered, on the date of delivery; or
- (b) if mailed, then on the fifth (5<sup>th</sup>) day after the mailing thereof; or
- (c) if emailed, on the date of confirmed receipt.

## **20.0 General**

- 20.1 This Agreement supersedes all previous agreements, arrangements, or understandings between the Parties whether written or oral, and this Agreement together with the Guidelines and all other documents incorporated herein by reference shall constitute the full understanding and agreement between the Parties.
- 20.2 Any amendment to this Agreement, other than as herein specifically authorized, shall be made in writing and signed by both Parties.
- 20.3 The Service Provider acknowledges and agrees that all payments under this Agreement are subject to the receipt of sufficient funds from the Ministry and the approval of the Regional Council.
- 20.4 The Service Provider and the Region agree that each of them shall and will, upon the reasonable request of the other, provide or execute such further documents or assurances necessary to give effect to this Agreement.
- 20.5 The Service Provider shall obtain and maintain any and all licences, permits, and other approvals and will in all respects provide its services in accordance with the law.
- 20.6 Except as specifically set out in this Agreement, no waiver of any clause, term, or condition of this Agreement by any employee, agent or contractor of the Region shall constitute an enforceable or continuing waiver by the Region, nor shall the Service Provider be entitled to rely thereon.
- 20.7 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions or part provisions of this Agreement shall continue in full force and effect.
- 20.8 Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it at law in the event of any breach of this Agreement.
- 20.9 This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors, administrators, and assigns.
- 20.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 20.11 The Service Provider agrees that the Region may communicate with its representatives using the

email addresses provided in Schedule “A” and any other email addresses that it may provide to the Region from time to time.

20.12 The Service Provider and the Region agree that this Agreement may be executed in counterparts, each of which is an original, and all of which taken together constitute one single document.

20.13 This Agreement may be executed electronically using electronic signature(s) and such electronic signature(s) will have the same force and effect as a handwritten signature.

SAMPLE

**IN WITNESS WHEREOF** the corporate Parties have signed below through their respective signing officers and the individual Parties have signed below before a witness at the times and places indicated.

SIGNED, SEALED & DELIVERED )

THE REGIONAL MUNICIPALITY OF HALTON

This        day of        , 2022 )

) Per: \_\_\_\_\_

) Sandy Palinski

) Director of Children’s Services

) I have authority to bind the corporation.

This        day of        , 2022 )

) NAME OF SERVICE PROVIDER

) Per: \_\_\_\_\_

) Name: \_\_\_\_\_

) Position: \_\_\_\_\_

) Witness signature: \_\_\_\_\_

) Name: \_\_\_\_\_

This        day of        , 2022 )

) Per: \_\_\_\_\_

) Name: \_\_\_\_\_

) Position: \_\_\_\_\_

) Witness signature: \_\_\_\_\_

) Name: \_\_\_\_\_

) I/We have authority to bind the Service Provider.

) Note: Witness required for individuals, not corporation

**Schedule “A” - Service Provider Information  
(All Service Providers)**

**1. Date Information Provided/ Updated (DD/MM/YY):** \_\_\_\_\_

**2. Head Office Information:**

**Head Office Legal Name:** \_\_\_\_\_

**Head Office Operating Name:** \_\_\_\_\_

**Organization Type (Profit/Non-Profit):** \_\_\_\_\_

**Head Office Mailing Address:**

*\* This must be a commercial address, residential addresses will not be accepted.*

**Apt/Unit:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Province:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Head Office Contact Name:** \_\_\_\_\_

**Head Office Contact Position:** \_\_\_\_\_

**Head Office Phone Number:** \_\_\_\_\_

**Head Office E-mail Address:** \_\_\_\_\_

**3. Executive Director/ Supervisor or Equivalent**

(Person(s) with the responsibility of the day to day management of the operations of the Service Provider)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

#### 4. Program Sites and Addresses:

The Service Provider has been approved to provide the services only at the following site(s) and addresses:

Site information same as Head Office:

*Or*

If your Head Office has multiple sites please complete the table below:

*\* Please attach a separate listing of sites and addresses if necessary*

#	Site Name (MANDATORY FIELD)	Site Address (MANDATORY FIELD)	Site Contact Information Name, Title, Phone number, email address
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**5. List of Current Directors:**

#	Name	Position/Title	Telephone Number	Email Address
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

## 6. Authorized Signing Officers for Agreements and Financial Documents

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

**7. Warranty of Accuracy and Completeness**

I/We agree that we have reviewed the information provided in this Schedule “A” and warrant on behalf of the Service Provider that it is accurate and complete.

(Where the Schedule is submitted by a Service Provider that is a corporation, it must be signed by a duly authorized officer.)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

## **Schedule “B” – Wage Enhancement Grant - Additional Provisions**

### **Sites**

1. The Service Provider shall provide the services to which the Wage Enhancement Grant applies only at the Site(s) approved by the Region and recorded in Schedule “A” to this Agreement once completed.
2. The Region, in its sole and absolute discretion, may approve additional or alternate Site(s). Upon receipt of written approval by the Region, the Service Provider shall provide the Region with an updated signed Schedule “A” to reflect the amendments to the Sites.

### **Payment**

3. The Service Provider will only receive a Wage Enhancement Grant subject to and based on receipt by the Region of funds from the Ministry and the approval of the Regional budget by Regional Council. The Region reserves the right to redistribute, adjust and/or discontinue Wage Enhancement Grant from year to year based on such funding.
4. Where the Service Provider is eligible for a Wage Enhancement Grant as determined by the Region, the Service Provider shall use the Wage Enhancement Grant in accordance with this Agreement and the Guidelines.

### **Eligibility Requirements and Distribution**

5. Where the Service Provider is eligible for WEG funding as determined by the Region, the Service Provider is responsible for the base or minimum wage and the WEG may not be used as a top up to cover the base or minimum wage.
6. A Service Provider that the Region has determined is eligible for a Wage Enhancement Grant shall distribute the Wage Enhancement Grant based on the criteria as outlined in the Guidelines related to Wage Enhancement Grant. For greater clarity, a Service Provider shall not decline any eligible Wage Enhancement Grant subsidies to avoid audit costs or for any other reason.

## **Schedule “C” – Canada-Wide Early Learning and Child Care System – Additional Provisions**

1. The provisions of this Schedule “C” apply only to Service Providers that are licensed child care operators participating in the CWELCC System.
2. Unless expressly defined in this Schedule “C” or elsewhere in this Agreement, words and phrases used in this Schedule “C” shall have the meaning ascribed to them in the Guidelines and any applicable legislation, including the *Child Care and Early Years Act*.

### **Sites**

3. The Service Provider shall provide the Services to which the CWELCC System funding applies only at the Site(s) approved by the Region and recorded in Schedule “A” to this Agreement once completed.
4. The Region, in its sole and absolute discretion, may approve additional or alternate Site(s). Upon receipt of written approval by the Region, the Service Provider shall provide the Region with an updated signed Schedule “A” to reflect the amendments to the Sites.

### **Eligibility Requirements**

5. Eligibility of Service Providers for enrollment and funding under the CWELCC System shall be based on the criteria outlined in the *Child Care and Early Years Act* and the Guidelines.

### **Payment**

6. The Service Provider will only receive CWELCC System funding subject to and based on receipt by the Region of funds from the Ministry and the approval of the Regional budget by Regional Council as it relates to the disbursement of funds under the CWELCC System.
7. Funding amounts to a Service Provider under the CWELCC System shall be determined at the discretion of the Region based on the Service Provider’s actual costs and in accordance with the *Child Care and Early Years Act* and the Guidelines.
8. The Service Provider shall use the CWELCC System funds to support CWELCC System objectives as set out in the *Child Care and Early Years Act* and the Guidelines. For greater certainty, the Service Provider shall be liable to refund to the Region, and the Region shall be entitled to recover from the Service Provider, any CWELCC System funds that were not used in accordance with the Guidelines.

9. Without limiting the generality of the Region's right to review information submitted by the Service Provider as part of the Region's funding and reconciliation process, the Service Provider expressly acknowledges that the Region shall have the following rights:
  - 9.1 Right to review and to confirm whether the Service Provider charged fees for eligible children higher than the cap on fees established under the Guidelines.
  - 9.2 Right to determine if the Service Provider's operation in child care for eligible children is sustainable and financially viable in accordance with the Guidelines.
  - 9.3 Right to verify that increases to Base and Non-base Fees for the care of eligible children were permitted in accordance with the *Child Care and Early Years Act* and the Guidelines.
  - 9.4 Right to verify that the Service Provider is maintaining the spaces for eligible children for which the Service Provider is receiving CWELCC System funding. For clarity, the Service Provider shall provide written report to the Region on any revisions to capacity or use of alternate capacity for childcare spaces currently licensed for ages 0-5.
  - 9.5 Right to monitor, verify and confirm the Service Provider's compliance with the provisions of this Agreement (including this Schedule "C"), the *Child Care and Early Years Act* and the Guidelines.
10. While receiving full CWELCC System funding, the Service Provider shall not:
  - 10.1 Close for more than two consecutive weeks; or
  - 10.2 Close for more than four weeks within a calendar year.
11. In the event that the Service Provider wishes to close beyond the allowable period of closure under this Schedule "C":
  - 11.1 The Service Provider shall provide the Region notice in writing, a minimum of eight (8) weeks in advance, unless it is an unplanned closure. For unplanned closures, the Service Provider shall provide the Region notice in writing within 24 hours of closure;
  - 11.2 The Service Provider acknowledges that the Region will adjust the CWELCC System funding for the period of the closure; and
  - 11.3 The Service Provider shall not charge Base Fees during the period of such extended closure as further outlined in the Guidelines.

12. The Service Provider acknowledges its responsibility to maintain and provide sufficient, detailed and accurate financial or other information related to their childcare operations as reasonably required by the Region.

### **Reporting**

13. The Service Provider shall submit data and/or supporting documentation as outlined in the Guidelines related to CWELCC System funding. The supporting documentation required is subject to change in accordance with the Guidelines.

### **Fee Reduction**

14. The Region shall determine the Service Provider's Base Fees in accordance with the requirements set out in the *Child Care and Early Years Act* and the Guidelines.
15. The Service Provider must reduce Base Fees for only eligible children as defined in the *Child Care and Early Years Act* and the Guidelines.
16. The Service Provider must ensure that components that should be captured by the definition of Non-base Fees under the *Child Care and Early Years Act* and the Guidelines should not be included as a component of Base Fees.
17. The Service Provider expressly acknowledges that Non-base Fees are not eligible for CWELCC System funding. For greater certainty, the Service Provider shall ensure that all Non-base Fees for eligible children must meet the definition of Non-base Fees set out in the *Child Care and Early Years Act* and the Guidelines.
18. The Service Provider must maintain the reduced Base Fees until the Service Provider is required to reduce the Base Fees again, or until the Service Provider is no longer participating the CWELCC System.
19. The Service Provider shall provide a refund to parents where a Base Fee higher than the reduced Base Fee is charged for an eligible child. For clarity, the Service Provider's refund to parents shall be computed from the Service Provider's CWELCC System enrolment date and shall include any period after the CWELCC System enrolment date where excess Base Fees has been paid.
20. Twenty-one (21) days after the Service Provider receives notification of its CWELCC System enrolment date by the Region, the Service Provider shall not charge a Base Fee that is higher than the applicable Base Fee for an eligible child.
21. Within twenty (20) days after the Service Provider receives CWELCC System funding from the Region, the Service Provider shall provide refunds to parents for:

- 21.1 any fees paid after the enrollment date that were higher than the reduced Base Fees for eligible children; and
- 21.2 any higher Base Fees that were prepaid for a period after the enrolment date; and
- 22. The Service Provider expressly acknowledges the Region's right to verify the timeliness and accuracy of refunds and fee reductions made by the Service Provider.

### **Workforce Compensation**

- 23. If eligible for workforce compensation as part of the CWELCC System, the Service Provider must administer this funding in accordance with the requirements of the *Child Care and Early Years Act* and the Guidelines, including required retroactive payments.
- 24. The Service Provider must bring the wage of all eligible RECE staff up to the wage floor plus benefits as set out in the *Child Care and Early Years Act* and the Guidelines.
- 25. The Service Provider must increase the hourly wage plus benefits of all eligible RECE staff annually as set out in the *Child Care and Early Years Act* and the Guidelines.
- 26. The Service Provider must apply for WEG funding in order to be eligible to receive workforce compensation funding under the CWELCC System.
- 27. The Service Provider shall not use workforce compensation funding under the CWELCC System to provide compensation to eligible RECE staff over and above what is mandated based on the requirements in the *Child Care and Early Years Act* and the Guidelines, without approval of the Region and the Ministry.
- 28. Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff as set out in the Guidelines.
- 29. Upon confirmation of enrolment in the CWELCC System from the Region, and as new eligible RECE staff are hired, the Service Provider is required to share, in writing, information about the wage floor and annual wage increase with eligible RECE staff.

## **Schedule “D” – Other Subsidies**

1. In addition to the subsidy types described in the Schedules to this Agreement, the Region may, in its sole and absolute discretion, pay to the Service Provider other subsidies for services in an amount not to exceed the amount stipulated by the Region in the Guidelines. The Region reserves the right to determine the amount, times, terms and conditions and manner of such payments. The Service Provider must comply with the Region’s terms and conditions that may apply to the other subsidies. The Service Provider will only receive such other subsidies subject to and based on receipt by the Region of funds from the Ministry and the approval of the Regional budget by Regional Council as it relates to the service and other subsidies.
2. Where the Service Provider is eligible for other subsidies as determined by the Region, the Service Provider shall use such subsidies in accordance with this Agreement and the Guidelines.
3. For the purposes of this Schedule, funding and/or subsidies means financial support by the Ministry and/or the Region, including but not limited to initiatives outlined in the Ontario Child Care Service Management and Funding Guidelines, and which may also be referred to as grants or funding.

**Schedule “E” -Vendor Code of Conduct**

SAMPLE

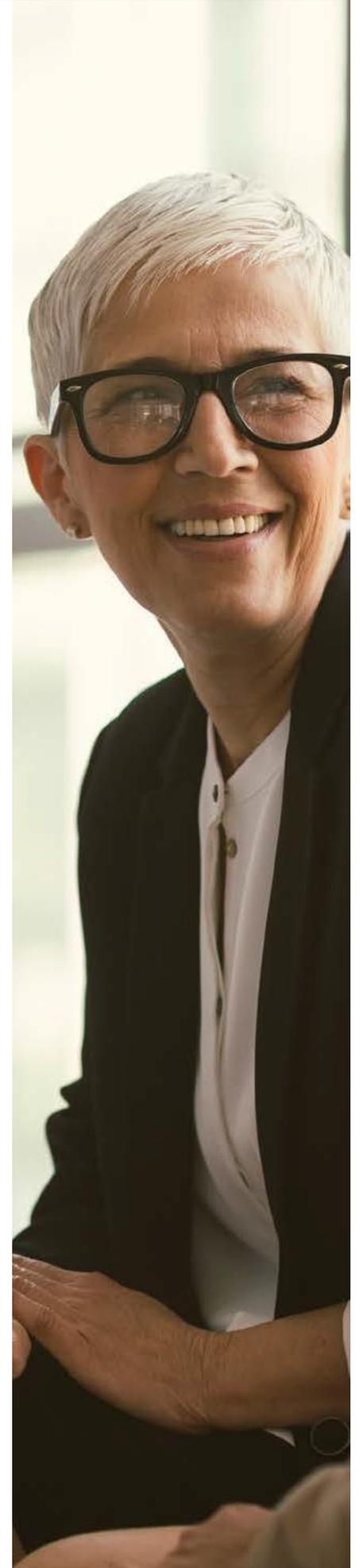


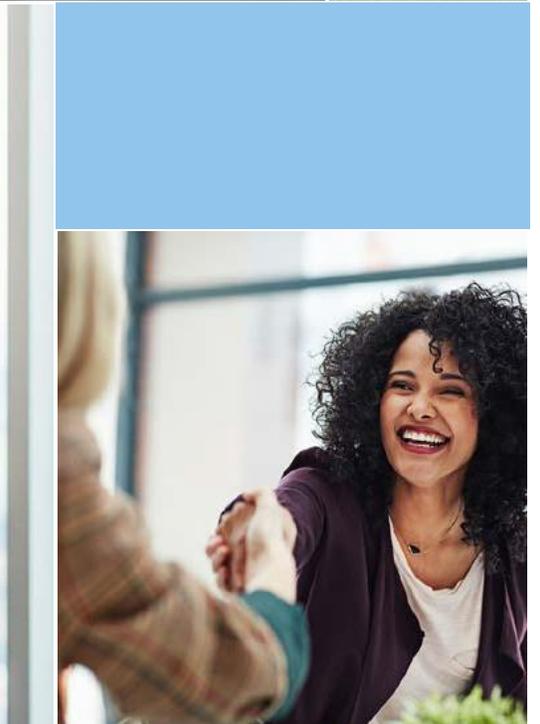
# HALTON REGION Vendor Code of Conduct

# Table of Contents

---

Introduction and Purpose	5
Vendor Responsibilities	6
i. Compliance with Laws	7
ii. Confidentiality and Privacy	8
iii. Information Security	8
iv. Social Media	9
Integrity and Public Confidence	10
i. Conflict of Interest	10
ii. Business and Personal Relationships	11
iii. Avoidance of Preferential Treatment	11
iv. Gifts and Hospitality	11
v. Political Activity	12
vi. Fraud	12
vii. Theft and Vandalism	12
viii. Anti-Bribery and Anti-Corruption	13
ix. Collusive Bidding	13
Workplace Well-being	14
i. Respectful Workplace	14
ii. Accessibility for People with Disabilities	14
iii. Employment Practices	14
iv. Impairment at Work	15
Non-Compliance Reporting	16
i. Complaint Resolution Procedure	17
ii. Alternative Reporting – Confidential Code of Conduct Help Line	18
Penalty for Non-Compliance	19
Acknowledgement Form	20





# Introduction and Purpose

The Regional Municipality of Halton (herein after referred to as “The Region”) is committed to purchasing goods and services from responsible Vendors that provide quality goods and services at competitive prices.

Vendors, subcontractors, employees, agents, bidders and potential bidders that provide goods and services to the Region (herein after referred to as “Vendors”) are expected to support the Region’s goals and objectives of encouraging competitive bidding, ensuring fairness, accountability and transparency in the procurement process, and obtaining the best possible value in the procurement of goods and services for the Region.

The Region expects Vendors to perform all duties in a competent and impartial manner that can withstand the closest public scrutiny. Vendors are expected to exercise good judgement when doing business with the Region. This Vendor Code of Conduct (herein after referred to as “Vendor Code”) sets out the principles applicable to Vendors that wish to establish and maintain a business relationship with the Region. The Region is confirming its intention to do business with Vendors that demonstrate solid business integrity that aligns with the Region’s core values and high standards of ethical behaviour. Vendors must also inform their employees and any sub-contractors or sub-vendors about this Vendor Code.

The Vendor Code is consistent with Halton Region’s Code of Conduct, which sets out the expectations for Regional staff. The Region’s Code of Conduct is available on the Region’s website.

The Vendor Code should not be read in lieu of, but in addition, to Vendors obligations as set out in any agreements between the Region and a Vendor. In the event of a conflict between this Code and an applicable agreement, the agreement shall govern.



## Vendor Responsibilities

Vendors are required to familiarize themselves with this Vendor Code and comply with it as a condition of doing business with the Region. Vendors are expected to adhere to the following core principles of business integrity:

- a) uphold the laws of the Region, Ontario and Canada, and not be a party to their breach, evasion or subversion;
- b) treat all persons honestly and fairly, with proper regard for rights, entitlements, duties and obligations, and at all times act responsibly and diligently in the performance of their duties;
- c) be professional and courteous, and resolve any work-related disagreements in a responsible and expeditious manner;
- d) be accountable and responsible for their decisions and actions, take ownership of problems and initiate corrective actions;
- e) promote the health and safety of others and prevent workplace illness, injury, harassment and violence;
- f) carry out their duties in a fair, impartial and transparent manner;
- g) complete the Acknowledgment Form as set out in Appendix A; and
- h) report on non-compliance or suspected non-compliance of the Vendor Code.

These principles are also consistent with the Halton Region Code of Conduct.

## **i. Compliance with Laws**

Vendors that wish to do business with the Region shall abide by all applicable laws and regulations including Federal, Provincial and Local laws regarding environmental matters, occupational health and safety, labour and employment practices, human rights, accessibility, immigration, product safety, shipping and product labelling. If Vendors become aware of any activities that are not in compliance with all applicable laws and regulations, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

Vendors shall disclose:

- 1) any previous convictions of collusion, bribery, fraud or other similar practices prohibited under law for which they have not received a pardon; and
- 2) breach of the Region's Vendor Code or those of any other related Agencies or Corporation(s) of the Region.

Vendors are prohibited from misrepresenting their relevant past experiences and qualifications in relation to any solicitation process and acknowledge that the Region's process of evaluation may include information provided by the Vendor's references as well as records of past performance on previous contracts and services with the Region. The Region reserves its rights if the Vendor fails to make the appropriate disclosures and representations.





## ii. Confidentiality and Privacy

Vendors may have access to confidential and/or personal information by reason of their duties and responsibilities with the Region. Confidential information is defined as any information that is proprietary, strategic, technical, business or personal and not available to the public. All Vendors must respect such information and ensure it is safeguarded from unauthorized disclosure or access. Confidential information must be protected in accordance with the Vendor Code of Conduct. Such information must only be used or disclosed in accordance with this Vendor Code of Conduct and the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, 1990* and the *Personal Health Information Protection Act, 2004*.

Disclosure of information means making the information available to others, and should only occur where disclosure is necessary and proper in the discharge of the Region's functions or where the disclosure is required by law. This includes and protects any information that is, and should be considered as, internal information relating to Regional business.

Vendors must not disclose confidential and/or personal information unless specifically and explicitly permitted in the terms of their contract. The duty of a Vendor to maintain the integrity and confidentiality of Regional information continues once that Vendor ceases to be in a contract with the Region.

When discussing business matters, Vendors must consider their surroundings. Conversations in public places should be limited to information that is non-confidential and does not include references that could identify a person or situation.

## iii. Information Security

Vendors must use information obtained through their relationship with the Region only for the purposes of the supply relationship. Vendors must store information securely and have in place appropriate information security policies and procedures. Vendors must notify the Region promptly of actual or suspected privacy breaches, security breaches or loss of Regional information.

#### iv. Social Media

The Region supports the use of online communications to enhance customer service and leverage the Region's brand. Vendors should not communicate on social media platforms on behalf of the Region unless the Vendor is expressly authorized in writing to do so by the Region. When such communication is authorized, it is to be conducted in a manner that is consistent and respectful of Canadian libel laws, *Municipal Freedom of Information and Protection of Privacy Act, 1990* and the Region's practices in regards to confidential information and intellectual property.

All Regional data or information obtained by the Vendor through the delivery of services or goods is to be considered proprietary and confidential. Without the Region's prior consent, Vendors should not communicate to social media platforms identifying the Region as a client and the associated services and goods provided to the Region. Regional consent must be obtained prior to identifying the Region as a client.



# Integrity and Public Confidence

## i. Conflict of Interest

Public confidence in the Region is put at risk when the conduct of a Vendor involves or appears to involve a conflict between public duty and private interests. Vendors are required to support and advance the interests of the Region and avoid placing themselves in situations where their personal interests actually or potentially conflict with the interests of the Region. Vendors shall disclose to the Region any situation that could result in an actual, apparent or perceived conflict of interest and the Regional employee that has an interest in the Vendor's business (or any other economic or family ties with the Vendor).

Vendors are expected, at minimum, to:

- a) base business decisions strictly on merit and the best interests of the Region in a manner consistent with their contractual obligations with the Region;
- b) avoid any situation that may create a real or perceived conflict of interest;
- c) not take part in, or in any way influence, any Regional decision that might result in a financial or other advantage, whether direct or indirect, as a result of the contractual association with the Region;
- d) not attempt to gain an improper advantage or preferential treatment from Regional employees; and
- e) provide no personal benefit to employees of the Region.

If Vendors become aware of any activities that may be considered a conflict of interest involving the Region, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.



## ii. Business and Personal Relationships

Vendors shall not use or seek to use their association with the Region to receive direct or indirect benefit for themselves or their family members, friends and any other businesses or consultants that they or the Region do business with.

## iii. Avoidance of Preferential Treatment

Vendors shall not grant preferential treatment to any Regional staff, their family and friends, or any businesses. Vendors must avoid creating or appear to create an obligation for the purpose of gaining any special consideration.

## iv. Gifts and Hospitality

Accepting a gift, hospitality or other benefit from a Vendor could influence an employee's judgment and performance of official duties, or give the appearance of doing so, even if the employee believes the benefit will not affect their objectivity or impartiality. Vendors must not offer, directly or indirectly, any gift, hospitality or other benefits to the Region's staff. Gifts having a monetary value such as cash, gift certificates, loans, services, discounts and ticket(s) to an entertainment event including sporting events, concerts or other such related activities must not be offered. These requirements do not change during traditional gift-giving seasons.

Under no circumstances should a Vendor solicit gifts, hospitality and/or other benefits or transfers of economic value to Region staff. The same is expected of the Region staff—not to solicit gifts or other benefits from Vendors.

All Regional staff are subject to the rules governing the acceptance of gifts outlined in the Purchasing By-law, Section 29, Prohibitions, and the Halton Region Code of Conduct.

Employees may accept common expressions of courtesy that do not cause suspicion about the objectivity and impartiality of the employee, would not compromise the integrity of the Region and:

- a) are of a nominal value not to exceed fifty (\$50);
- b) occur on infrequent and exceptional basis; and
- c) are not ticket(s) to an entertainment event including sporting events, concerts, or other such related activities.

Vendors must not place Regional employees in the difficult position of having to refuse gifts that would place them in conflict with the rules governing the acceptance of gifts outlined in this Vendor Code.





**v. Political Activity**

No Vendor shall engage in political activity on Regional property while carrying out the requirements of their contract for the Region. If Vendors become aware of any political activities, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

**vi. Fraud**

The Region is committed to the highest standards of corporate accountability, transparency, responsibility and integrity. The Region will protect funds, property, information and other assets owned by or in the care of the Region through the prompt investigation of any alleged fraudulent conduct.

Vendors must not engage in any fraudulent activity. Examples of activities which may be considered fraudulent include, but are not limited to:

- a. forgery or alteration of documents (cheques, purchase orders, time sheets, etc.);
- b. misappropriation of funds, securities, supplies or assets;
- c. authorization or receipt of payment for goods not received, services not performed or hours not worked;
- d. any claim for reimbursement of expenses that were not incurred for the exclusive benefit of the Region;
- e. authorization of unjustified or inflated change order requests to increase profits;
- f. knowingly delivering works, goods or services that do not meet contract specification; and
- g. subcontracting to business entities that are not arm's length without prior consent of the Region.

If Regional Vendors, their employees, associates or other third parties become aware of any activities that may be considered fraudulent, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

**vii. Theft and Vandalism**

The Region's assets must be protected from theft, destruction, vandalism and neglect, and used properly and strictly for the Region's purposes. Vendors' personal use, misuse, misappropriation of/or theft or vandalism of Regional property, resources, equipment, materials and supplies is prohibited.

## viii. Anti-Bribery and Anti-Corruption

Vendors are expected to comply with applicable anti-corruption laws, whether domestic or foreign, including but not limited to the *Corruption of Foreign Public Officials Act, 1998* and the Criminal Code, and not engage in any form of corrupt practices including, but not limited to, extortion, fraud, bribery or other unlawful payment or benefit to secure any concession, contract or other favourable treatment.

Vendors should not engage in any conduct that would put the Region at risk of violating anti-bribery laws or regulations. Bribery is the giving or receiving of a “thing” of value to influence the actions of another person or organization.

Types of bribery can include, but are not limited to:

- a) kickback payments that could be received before, during or at the end of a project/contract; and
- b) any financial benefits given with the intent of influencing the recipient which includes such things as gifts (for example, travel or entertainment), loans, credit cards, purchase overpayments, cash, fees and commissions.

## ix. Collusive Bidding

Vendors are not to participate in collusive bidding. Groups of bidders might secretly agree to submit complementary high bids to allow pre-selected Vendors to win contracts on a rotating basis, divide contracts by territory or take steps to defeat the competitive process and divide work. Vendors are not to contract with separate business entities that are not arm’s length, submit a bid through non arm’s length entity or reveal confidential information to an arm’s-length or non- arm’s length entity.

If Vendors, their employees, associates or other third parties become aware of any activities that may be considered bribery or collusive bidding, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.





## Workplace Well-being

### i. Respectful Workplace

The Region is committed to protecting the health and safety of all Regional employees and Vendors against illness, injury and incidents of violence and harassment. Every Vendor will make every effort to provide and maintain a safe and healthy work environment, as well as maintain a diverse and respectful workplace in which the dignity and self-respect of every person is valued.

Vendors must ensure that their personal conduct within the workplace and elsewhere does not adversely affect:

- a) their ability to perform their official duties;
- b) the ability of other Vendors to perform their duties; or
- c) public confidence in the Region or in the public sector.

### ii. Accessibility for People with Disabilities

Vendors are required to have met compliance obligations in the *Accessibility for Ontarians with Disabilities Act, 2005* and Ontario Regulation 191/11-Integrated Accessibility Standards, as applicable.

### iii. Employment Practices

Vendors must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination or where they allow for differential treatment, Vendors are expected to be committed to non-discrimination principles and operate in a way that does not differentiate unfairly.

#### iv. Impairment at Work

In order to minimize the risk of impaired performance due to substance use, the following are strictly prohibited for all Regional Vendors:

- use, possession, distribution, offering or sale of illegal drugs, illegal drug paraphernalia or un-prescribed drugs (for which a prescription is legally required in Canada) while on Regional business or premises;
- use, possession, distribution, offering or sale of alcoholic beverages or cannabis on Regional premises;
- intentional misuse of prescribed medications, over-the-counter medications or other substances while on Regional business or premises; and
- being unfit for work due to the effects or after-effects of alcohol, illicit or illegal drugs, un-prescribed drugs (for which a prescription is legally required in Canada) or the intentional misuse of medications or other substances.

Vendors are required to report to their Regional supervisor or project authority the use of any medication that may affect their ability to perform their job in a safe manner. Vendors have a responsibility to manage potential impairments during working hours due to the legitimate use of medications in consultation with their personal physician.

If Vendors, their employees, associates or other third parties become aware of any activities that may be considered impaired performance due to substance use, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.





## Non-Compliance Reporting

Vendors must report any practices, behaviours, activities or actions believed to be in contravention or in conflict with this Vendor Code, Halton Region Code of Conduct or any other Regional policy.

The Region will resolve all complaints regarding violations of this Vendor Code to the greatest extent possible in a timely, respectful and confidential manner, and ensure all Vendors are held accountable for their actions.

All Vendors shall be free from reprisal, discipline, harassment or discrimination as a result of reporting, in good faith, a breach or suspected breach of this Vendor Code. If it is determined, however, that a complaint is frivolous, vexatious or malicious in nature, the complainant may be subject to action as outlined in the Penalty for Non-Compliance section of this Vendor Code.

During the investigation and resolution of complaints, all information, including the identity of the complainant and any other Vendors or Vendor staff involved, will remain confidential except where sharing information is otherwise required by law or required to further the investigation.

## i. Complaint Resolution Procedure

### EARLY RESOLUTION

Vendors who become aware of or have directly experienced an action which is in contravention of this Vendor Code should:

- a) keep a written record of the incidents, dates, time, locations, possible witnesses, any attempted resolutions and behaviours of the Vendor(s) involved; and
- b) report the breach to the Director of Purchasing and Stores, who must investigate and attempt to resolve the complaint as expeditiously as possible, except in the case of suspected fraud, which is to be immediately reported to the Chief Internal Auditor as specified in the Formal Complaint Investigation section of this Vendor Code.

#### **The Regional Municipality of Halton**

Director of Purchasing and Stores  
1151 Bronte Road  
Oakville ON L6M 3L1  
905-825-6000 ext. 7231  
David.Trevisani@halton.ca

If the Director of Purchasing and Stores is not able to resolve the complaint to the reporting Vendor's satisfaction, and/or the complaint involves the Director of Purchasing and Stores, a complaint shall be filed directly to the Region's Chief Internal Auditor or to the Code of Conduct Help Line.

### FORMAL COMPLAINT INVESTIGATION

- a) Complaints must be made in writing and signed by the complainant using a designated form. The form is available on the Region's website.
- b) Complaints must be forwarded to the Chief Internal Auditor, who will initiate an investigation into the complaint within five (5) business days of receipt.

#### **The Regional Municipality of Halton**

Chief Internal Auditor  
1151 Bronte Road  
Oakville ON L6M 3L1  
905-825-6000 ext. 7532  
Karen.Cinq-Mars@halton.ca

- c) Once the investigation is complete, the investigation findings and recommendations will be reported to the complainant and respondent, as appropriate and as determined by the Chief Internal Auditor.





## ii. **Alternative Reporting – Confidential Code of Conduct Help Line**

A Vendor who does not feel comfortable reporting a complaint as outlined above may contact the Region’s confidential and anonymous Vendor Code of Conduct Help Line (available 24/7) at:

- Toll-free telephone: 1-833-210-0001
  - Website: [www.lighthouse-services.com/haltonvendor](http://www.lighthouse-services.com/haltonvendor)
  - Email: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include Halton Region in the subject line)
- a) All complaints submitted to the Vendor Code of Conduct Help Line will be received by a third party who will relay the complaint, without revealing the caller’s identity (if requested), to the Chief Administrative Officer.
  - b) The confidential complaint will be reviewed by the Chief Administrative Officer and the Director of Human Resources within five (5) business days of the initial review.
  - c) Once the investigation is complete, the investigation findings and recommendations will be reported to the complainant and respondent, as appropriate, if their identities are made known.

The Region does not guarantee that an investigation will be conducted for every complaint.

# Penalty for Non-Compliance

Any vendor who contravenes the Vendor Code, including any provision of this Vendor Code, may be subject to:

- a) verbal or written warning;
- b) cancellation of business relationship and/or contract;
- c) disqualification from participating in future business opportunities; and/or
- d) such other action or penalty as may be appropriate and permitted by law in the circumstances of the particular contravention.

This Vendor Code may be modified from time to time by the Region at its discretion.



# Acknowledgement Form

The attached Vendor Code of Conduct sets forth the principles required by the Regional Municipality of Halton (“the Region”) of all Vendors who supply goods and services to the Region when conducting business with the Region.

By signing this Acknowledgement, the undersigned Vendor agrees to abide by the Vendor Code of Conduct and also agree to ensure its employees, officers, agents, representatives, and subcontractors are also made aware of and comply with it.

## ACKNOWLEDGEMENT

I, \_\_\_\_\_ an authorized representative of \_\_\_\_\_, hereby acknowledge and agree to abide by the attached Vendor Code of Conduct, and will ensure that the employees, officers, agents, representatives and subcontractors of \_\_\_\_\_ are aware of and abide by such policies and principles in the process of preparing and submitting bids and proposals for Regional work, provisions of goods and services to the Region, and during the performance of all agreements entered into with the Region for such purposes.

Submitted by: (Please type/print)

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
Contact Email Address

\_\_\_\_\_  
Date



