Memorandum of Understanding between

Toronto Police Service
(hereinafter called the "Service")

and

_____
(hereinafter called the "Agency")

A. AUTHORITY FOR DISCLOSURE OF INFORMATION

Disclosure of information under this Memorandum of Understanding (the "Memorandum") is authorized pursuant to s. 32(b) of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 CHAPTER M. 56, as amended, as well as the policies and procedures of the Toronto Police Services Board and the Service.

B. DEFINITIONS

For the purpose of this Memorandum the following definitions apply:

a) "Agency" – charitable or other organizations, including those funded or licensed by the Ministry of Community and Social Services, which provide services to children and vulnerable adults.
b) "Children" – means persons who are less than 18 years of age.
c) "Vulnerable Persons" – means persons who, because of their age, a disability or other circumstances, whether temporary or permanent,
   i) are in a position of dependence on others; or
   ii) are otherwise at a greater risk than the general population of being harmed by a person in a position of authority or trust relative to them.

C. PURPOSE

The purpose of this Memorandum is to set out terms and conditions for the disclosure of information by the Service to the individual. Any disclosure of information pursuant to this Memorandum shall only be for the purpose of assisting the Agency to determine the suitability of potential candidates for employment and/or volunteer duties, (including Agency Board Members and Contact Members) having direct contact with children or vulnerable persons.

D. DISCLOSURE OF REFERENCE CHECK INFORMATION

Where the Agency requires reference checks from individuals applying for volunteer or employment opportunities (the "applicants"), the Service will only conduct reference checks for an Agency with whom the Service has entered into a memorandum of understanding.

The Service will only disclose information obtained through a police reference check to applicants who execute a Consent to Disclosure of Personal Information form ("Consent Form") requesting and authorising disclosure of information to themselves.

The Service will not communicate the results of a reference check to the Agency.

E. HUMAN RIGHTS TRAINING

The Agency hereby certifies that at least one Agency member whose responsibilities include the review and assessment of the suitability of applicants for positions within the Agency has received training on the provincial *Human Rights Code* and the Agency's obligations thereunder with respect to offering employment or volunteer opportunities, and has read, if applicable, the current provincial Human Rights Commission policy (or policies) that are applicable to this issue.

The Agency undertakes to remain in continuous compliance with the obligations set out in this Memorandum, throughout the term of this Memorandum. If the Agency is not in compliance with the obligations, the Agency must notify the Service in writing in accordance with Section K and this Memorandum shall then be terminated.

In addition, the Agency states that it understands that the role of the Service is simply to provide information to an individual applicant. It is the sole responsibility of the Agency to assess the suitability of an individual for a volunteer or employment position.

F. ROLES AND RESPONSIBILITIES

The Agency agrees to the following:

a) The Agency will submit a completed Consent Form, which Consent Form is included in the Service's Information about the Vulnerable Sector Screening Program – Police Reference Check Program for Individuals Seeking Volunteer or Employment Opportunities Package (the "Information Package") and which was already sent to the Agency. The Agency will ensure that the Consent Form has been signed by the applicant and witnessed by the Agency

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in writing. The Agency will provide the applicant with a copy of the signed Consent to Disclosure form.

b) Before the applicant is asked to sign the Consent Form, the Agency will provide each applicant with the opportunity to read the Service's Application Information Package. Applicants should also be advised that information about the Police Reference Check Program is available on the Toronto Police Service website.

c) The Agency will advise each applicant that the existence of information provided by the Service does not necessarily mean a disqualification from the position.

d) The Agency understands the Service is only disclosing information based upon personal descriptors provided and cannot guarantee the screening process will identify all information concerning the individual.

e) The Agency understands the Service is in no way making a recommendation on the suitability of the applicant for the position being sought.

f) The Agency will communicate directly with the applicant to obtain disclosure of the results of any police reference check provided to the applicant.

g) The Agency will only ask applicants to submit applications for a police reference check if,

1) the Agency has already screened or evaluated the applicant for the position, utilizing the Agency's established background screening process; and
2) the Agency has extended a conditional offer to the applicant for the position.

h) If the Agency has multiple branch sites, the Agency agrees that it will process all requests for reference checks by applicants seeking volunteer or employment opportunities with their Agency centrally through their Head Office with an established contact person.

i) The Agency will provide the Service with the name(s) of Contact Members (maximum of three) within the Agency to ensure consistent and accurate exchange of information and documentation. All Contact Members must complete a Service Consent Form and the Service will conduct a police reference check. The Service must be notified immediately when Agency Contact Members are changed. Notification must be made by written correspondence, accompanied by a completed Service Consent Form executed by the new Contact Member proposed by the Agency.

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j) The Agency agrees that as of January 1, 2015 the Service will charge a fee of $65.00 to conduct a police reference check on candidates for employment. The Service will charge a fee of $20.00 to conduct a police reference check on volunteers, students, foster/adoptive parents, family members etc. There will be no charge for Agency Board Members or Contact Members. These charges are subject to change at the discretion of the Toronto Police Services Board, and notification of changes will be by letter outside of this Memorandum.

k) The Agency will ensure that current or prospective Agency Board Members having direct contact with children or vulnerable adults consent to a police reference check, and the Agency will ensure that steps are taken to have these police reference checks carried out.

l) The Agency agrees that the Service Consent Form must be used for the purpose in Section "C" of this Memorandum and that any misrepresentation on/or the alteration of the Consent Form on the part of the Agency will result in immediate termination of service and notification to the appropriate governing body of the Agency.

m) The Agency understands that information relating to an offence for which a pardon has been granted may be available to persons or agencies responsible for the well-being of children or vulnerable persons where the application relates to a position of authority or trust relative to those children or vulnerable persons, and where the applicant consents to release. However:

i) The applicant must provide fingerprints and consent to the dissemination of any pardon information located. If he/she fails to do so, the application will not be processed.

ii) Where requested by an eligible person/agency, and where consented to by the applicant, and after the applicant submitting to fingerprints and a consent form to the RCMP Identification Services in Ottawa, the Minister <u>may</u> provide pardon information to a police service for disclosure. The decision is that of the Ministry, and not the Service, it will subsequently be disclosed by the Service to the applicant.

Any person or agency who acquired pardon information shall not use it or communicate it unless and except in relation to the assessment of the applicant. (Reference: s. 6.3 of the *Criminal Records Act,* , R.S.C., 1985, c. C-47).

Pardon information is generally not available in other situations.

The Service agrees to the following:

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The Service, upon receipt of a signed Consent Form, will search the appropriate data banks both national and local, to which the Service has access, for information pertaining to the applicant and will,

a) provide any of the aforementioned information to the applicant based upon the name, date of birth and address provided;

b) ensure the applicant is the subject of the information based upon the name, date of birth and address provided; and

c) request the applicant to submit fingerprints to the Service in the event that either positive identification is required as a result of the existence of information in the Service's records, or in the appropriate national and local data banks to which the Service has access, or if there is a match of gender and date of birth against the pardoned sex offender registry.

G. USE AND CONTROL OF INFORMATION BY AGENCY

In consideration of the disclosure of information by the Service, if the Agency retains information, the Agency agrees to the following conditions for the use and control of such information:

a) Any dissemination or disclosure of the information shall only be for the purpose in Section "C" of this Memorandum;

b) The information provided will not be altered in any manner;

c) The information shall be destroyed (shredded/mulched) after use or maintained in a such a manner to prevent unauthorized use; and

d) Information relating to an offence for which a pardon has been granted shall not be used nor communicated by a person or agency receiving same, except in relation to the assessment of the application for the position (Reference: s. 6.3(7), *Criminal Records Act Canada*).

H. TERMINATION OF MEMORANDUM

The Service may terminate this Memorandum at any time in the event of a breach of security regarding the retention and storage of the information, improper dissemination of the information or a failure to comply with any of the provisions of this Memorandum. The question of whether a breach has occurred is exclusively within the absolute discretion of the Chief of Police or designate whose determination is final.

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I. AMENDMENT TO MEMORANDUM

This Memorandum may be amended at any time by the direction of the Chief of Police, which may be done by letter from the Chief of Police or his designate.

J. TERM OF MEMORANDUM

This Memorandum shall come into Service on the date of its final execution and shall remain in effect until terminated for any reason by either party in writing on one (1) week's notice to the other party.

K. NOTICE

Any correspondence, request, notice or report to be given or made pursuant to this Memorandum shall be made in writing and addressed to each party as follows:

a) in the case of the Service:

Manager, Records Management Services
Toronto Police Service
Police Reference Check Program
40 College Street
Toronto, Ontario
M5G 2J3

b) in the case of the Agency: _____
_____
_____
_____
_____
Attention: _____

or to such other addresses as the parties may from time to time designate in writing.

L. WAIVER

No action or failure to act by the Service shall constitute a waiver of any rights afforded to the Service under this Memorandum nor shall action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

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M. INDEMNITY

The Agency shall indemnify the Service, the Toronto Police Services Board and all of their respective agents officials, servants, successors and assigns from all claims, damages and demands and expenses arising directly or indirectly out of the provision or use of information pursuant to this Memorandum provided the claim, loss, damage, demand or expense was not the fault or negligent act or omission of the Service.

The provisions of this Section M shall survive the termination of the Memorandum for any reason whatsoever.

TORONTO POLICE SERVICE	**AGENCY**
Signature	Signature
Witness	Witness
Date	Date

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