# SERVICE CONTRACT PAYROLL/BOOKKEEPING SERVICES

BETWEEN:		
("Employer/Client, or Supporting Person")		
If a Supporting Person, please state client supported.		
CW Tay & Accounting Sonvice		
GW Tax & Accounting Service  ("Bookkeeper")		

## 1. Responsibilities of Bookkeeper

The Bookkeeper agrees as follows:

- a) To set up a Business Number and Payroll Account Number for the Employer if no preexisting Business Number and Payroll Account Numbers exist;
- b) To prepare and maintain payroll records which clearly identify (i) each employee's gross earnings and (ii) all mandatory payroll deductions required pursuant to the *Income Tax Act* (Canada), the *Canada Pension Plan* (Canada), and the *Employment Insurance Act* (Canada), and all related regulations (such deductions being collectively referred to as "Remittances"), and to maintain such records for the time period required by the aforementioned legislation;
- c) To pay to the Canada Revenue Agency on a monthly basis, all the current and past due remittances required to be submitted by an Employer, according to the terms and conditions of this Service Contract;
- d) To ensure that all payments made to the Canada Revenue Agency on behalf of an Employer, are credited to the Employer's Business and Payroll Accounts;
- e) To pay the Employer's employees via cheque or direct deposit on a bi-weekly basis

  (according to the payroll schedule attached hereto as Schedule "A") within seven (7) days

  of the end of the pay period. Direct deposit will only be provided if the Employer has

  provided the Bookkeeper with all bank information required in order to set up the direct

  deposit;

- f) To prepare and issue retroactive payments due to the Employer's employees, as directed by the Employer;
- g) To provide to the Employer or its designated representative, on a monthly basis, verification statements evidencing that Remittances due by an Employer have been paid when due;
- h) To confirm that amounts being paid to the Employer's employees do not exceed the amount of the subsidy for home support services which is provided to the Employer by Eastern Health, as indicated on the authorization confirmation forms submitted to the Bookkeeper by Eastern Health;
- i) To issue T4's and Records of Employment for all of the Employer's employees;
- j) To prepare financial reports and provide copies of same to the Employer/Client and/or its designated representative on a quarterly basis;
- k) To provide the Employer/Client access to all documents and records relating to the Employer's/Client's Business and Payroll Accounts within seven- (7) days of access being requested;
- I) To provide the Employer/Client and/or its designated representative, on an annual basis, with a signed consent form authorizing the Employer/Client to request clearance certificates from the Canada Revenue Agency in relation to the Employer's/Client's and the Bookkeeper's Payroll Accounts;
- m) Prepare an invoice detailing the fee due to the Bookkeeper for providing the Payroll Services and forward same to Eastern Health on a bi-weekly basis;
- n) Prepare an invoice detailing the payroll costs of the Employer/Client, which are applicable to each payroll period, including the number of hours paid, the total gross pay, and the Employer's portion of CPP and El premiums, and forward this invoice to Eastern Health on a bi-weekly basis, all of which are collectively referred to as "Payroll Services".

### 2. Responsibilities of the Employer/Client

The Employer/Client agrees to:

- a) Provide the Bookkeeper with timesheets, signed by the Employer/Client which verify the number of hours worked by each of the Employer's/Client's employees and the rate of pay applicable for each employee;
- b) Provide the Bookkeeper with all funds required in order to pay the Employer's/Client's employees in a timely fashion;
- c) Immediately advise the Bookkeeper of any change in employee status;

# 3. Payment for Payroll Services

The parties agree that as compensation for carrying out the Payroll Services referred to in this Service Contract; the Bookkeeper shall be paid as per the following Provincial Bookkeeper Rate Schedule:

Number of Home Support Workers	Bi-Weekly Rates
1-2 Workers	\$25.00 + H.S.T
3 Workers	\$30.00 + H.S.T
4 Workers	\$35.00 + H.S.T
5+ Workers	\$40.00 + H.S.T

The Bookkeeper shall not be entitled to any other fees for performing the Payroll Services except as may be specifically agreed to in writing by the parties.

#### **Termination of Service Contract**

Either party may terminate this Service Contract by providing thirty- (30) days written notice to the other party. Upon breach or non-performance of any term or condition of this Service Contract, the non-defaulting party may give written notice to the defaulting party to remedy such default within fifteen- (15) days after notice is given. Should the default not be remedied prior to the expiry of the fifteen- (15) day period (the "Termination Date"), the non-defaulting party has the right to terminate this Agreement as of the Termination Date. Notice

of termination shall also be provided to Eastern Health (c/o Financial Assessment Officer) by the party who initiates the termination of the Service Contract.

# 4. General Provisions

This Service Contract may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Service contract.

Sig	natures:
Client	
Bookkeeper	
Date	
Witness	
Date	