

TRAINING PROVIDER
AGREEMENT



For internal use.

Training Provider Number: _____

THIS AGREEMENT made as of _____.

BETWEEN:

INFRASTRUCTURE HEALTH AND SAFETY ASSOCIATION, a
corporation created under the laws of the Province of Ontario,
(hereinafter referred to as "IHSA")

- and -

_____, a business carrying on business in the Province of Ontario
(hereinafter referred to as the "Training Provider")

WHEREAS IHSA is a not-for-profit corporation offering certain training and related services in conjunction with health and safety programs throughout Ontario;

AND WHEREAS the Training Provider provides, among other services, health and safety services and training and related services to its members and/or employees and/or customers;

AND WHEREAS it is the desire of both IHSA and the Training Provider that IHSA provide the Training Provider with information materials and basic training relating to the "Training", to some of the Training Provider's members and/or employees and/or customers.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the parties hereto, the parties hereto mutually covenant, declare and agree as follows:

1. SERVICES TO BE PROVIDED

- (a) The Training Provider engages IHSA to provide to it written training material in relation to the "Training", as such materials are set out at the attached Schedule "1" (the "Materials"), all which are to be delivered directly to the Training Provider's registered address (not to their Instructors).
- (b) The Training Provider engages IHSA to provide it with training that is intended to aid selected employees of the Training Provider in becoming an IHSA-Registered Instructor of the "Training".
- (c) The Training Provider shall provide to IHSA a list of all its training participants who have completed the Training (the "Participants") by no later than 14 days after the scheduled training date.
- (d) The Training Provider further acknowledges that a record of training for all training programs will be provided by IHSA directly to the Training Provider.
- (e) The Training Provider acknowledges that IHSA may post the Training Provider's name and contact information, including its IHSA-Registered Instructor names, on its website or other media information as a matter of communication to industry of valid IHSA-Registered Training Providers and Instructors.

2. FEES FOR SERVICES PROVIDED

- (a) The Training Provider shall pay to IHSA the fees set out in the attached Schedule “3” (the “Fees”).
- (b) The Fees shall be paid in full to IHSA at the time of submission of applications, product order, or other prescribed activity by credit card.
- (c) There shall be no discount or refund of any portion of the Fees should any of the prospective Instructors fail to attend or successfully complete the requirements to become an IHSA-Registered Instructor.

3. OBLIGATIONS OF THE TRAINING PROVIDER

- (a) The Training Provider shall ensure that each of its employees intended to become IHSA-Registered Instructors:
 - meet the requirements of program-specific Instructor Applications (for the programs outlined in Schedule “4” of this Agreement), including the successful completion of any of the requisite training programs, which are:
 - the IHSA subject-specific program in the previous 2 years;
 - either (i) IHSA’s *Principles of Effective Training* within the last 3 years; or (ii) IHSA’s *Foundations of Facilitating, Training, and Learning* program; and
 - IHSA’s *Foundations of Hands-on Training and Delivery*, if required;before being enrolled into subject-specific Instructor Workshops, which are set out in Schedule “4” of this Agreement;
 - shall, after having completed the subject-specific Instructor Workshop, have his/her delivery of a program within the first year and/or instructor’s first delivery as set out in Schedule “4” of this Agreement monitored and evaluated by IHSA (the “First Assessment”) and shall also fulfill and/or complete any corrective measures determined by IHSA during his/her First Assessment;
 - shall deliver at least three (3) sessions of the programs set out in Schedule “4” of this Agreement that the IHSA-Registered Instructor is approved to deliver, within any rolling three-year (3-year) period;
 - participate in IHSA’s Registered Instructor Continued Excellence Maintenance Program (as set out in Schedule “2” of this Agreement) for the duration of his/her being an IHSA-Registered Instructor;
 - shall, during the Training, wear and/or utilize head, foot, and eye protection as well as any other required PPE as outlined in attached Prerequisites that is CSA-certified, meets all CSA standards, and is in good working condition;
 - has provided consent in accordance with applicable privacy legislation for IHSA to be provided with and retain information relating to the respective employee’s Training.
- (b) The Training Provider shall ensure that the equipment set out in the attached Schedule “5” (the “Equipment”) for each specific program shall be available for use at all times during the Training and at all times that Training under this Agreement is being provided.
- (c) Where so required, the Training Provider shall ensure that the Equipment meets applicable standards (including CSA, UL, or other as specified in regulation) and is in good working condition and shall assume all responsibility and liability relating thereto.
- (d) The Training Provider shall provide IHSA with all reasonable cooperation, to the extent that such cooperation by the Training Provider is possible, so as to allow IHSA to audit and evaluate the instruction and/or instruction methods provided or being conducted by any of its IHSA-Registered Instructors in the three-year (3-year) period subsequent to the completion of the Training.
- (e) The Training Provider shall maintain and provide evidence of its registration and good standing with the WSIB where applicable.

- (f) The Training Provider shall obtain and maintain at its own cost and expense at all times during the term of this agreement insurance in form and amount satisfactory to IHSA, including without limitations the following:
- (i) Comprehensive General Liability insurance of not less than five million (\$5,000,000) dollars per occurrence insuring IHSA and its officers, directors, employees and agents against liability for damages or personal injury, including death, and property damage, malicious persecution, libel, slander, defamation of character, invasion of property, wrongful conviction, or wrongful entry based upon or arising out of the performance of their respective duties; and
 - (ii) Third Party Liability and Professional Errors and Omission Insurance coverage of not less than five million (\$5,000,000) dollars per occurrence.
- (g) The Training Provider must furnish a safe and accessible environment. There must be suitable facilities for the training, including the physical layout of the classroom, audio-visual and other training equipment, and space for group activities.
- All facilities used for the training must meet the requirements in the applicable training program. In addition, the training room and/or training facility will:
- be safe and free of obvious hazardous conditions;
 - have access to water and restroom facilities;
 - have suitable climate and/or indoor air quality;
 - meet the accessibility needs of the learners;
 - have adequate lighting for all training activities;
 - have sufficient and suitable seating and/or work areas for all training activities; and
 - have a planned evacuation route and required emergency exits.
- (h) In carrying out its business, the Training Provider shall ensure that it and its IHSA-Registered Instructors maintain a high level of professional conduct at all times. The Training Provider and its IHSA-Registered Instructors must:
- comply with any applicable legislation;
 - maintain high standards of honesty, integrity, and trust;
 - ensure that information is accurately interpreted and communicated, without bias;
 - maintain confidentiality of personal information;
 - ensure learners and instructors are treated fairly;
 - avoid any conflict of interest; and
 - adhere to health and safety principles and contribute to a positive health and safety culture.
- (i) The Training Provider shall develop and maintain a Quality Assurance and Continuous Improvement Plan in accordance with the terms and conditions set out in Schedule “2” of this Agreement.
- (j) The Training Provider shall make all reasonable efforts to ensure its IHSA-Registered Instructors participate in and comply with IHSA’s Registered Instructor Continued Excellence Maintenance Program (set out in Schedule “2” of this Agreement).
- (k) The Training Provider shall provide to IHSA all records of training pertaining to each and every individual trained by the Training Provider and its IHSA-Registered Instructors.
- (l) The Training Provider shall not, directly or indirectly, at any time whatsoever, offer any training of any program set out in Schedule “4” of this Agreement for any amount of money or consideration that is lower than that being charged by IHSA at the time of the Training Provider providing any such training.

(m) The Training Provider shall keep a current list of IHSA-Registered Instructors in its employ and shall notify IHSA when any of its IHSA-Registered Instructors is no longer employed by it.

4. MATERIALS

- (a) The Materials, whether in electronic or printed form, are the exclusive property of IHSA and IHSA shall have the exclusive right, title, and interest in and to the Materials at all times.
- (b) Except for use during Training and future individual reference by the Participants, The Training Provider shall not directly or indirectly disclose, divulge, disseminate, use, or copy the Materials without the written consent of IHSA and shall ensure, to the reasonable extent possible, that the Participants do not directly or indirectly disclose, divulge, disseminate, use, or copy the Materials without the written consent of IHSA.
- (c) The Training Provider shall inform each of the Participants that the Materials are for the individual reference and information purposes only and should not be relied upon for future use nor shall the Materials be disclosed, divulged, disseminated, used, or copied without the written consent of IHSA.
- (d) Any Material that is provided to the Training Provider that is not provided to the Participants for the purposes of the Training shall be immediately returned to IHSA.
- (e) The Training Provider shall not be entitled to rely upon the validity and accuracy of any information within the Materials.
- (f) The Training Provider shall release, defend, indemnify and hold IHSA, its officers, directors and employees harmless from any and all claims, damages, liabilities, liens or claims of lien, fines, penalties, demands, actions, judicial or administrative proceedings, settlements, losses and or expenses (including reasonable legal fees, litigation related expenses and punitive damages) (collectively "All Liabilities") arising out of or related to the Materials and Training provided to the Training Provider pursuant to this Agreement, provided that the Liabilities are a result, in whole or in part, of the Training Provider's use, disclosure and/or provision of the Materials to any individual and/or entity, including but not limited to the Participants.

5. GENERAL

- (a) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and where applicable the laws of Canada. The parties hereto attorn to the jurisdiction of the courts of the Province of Ontario for the resolution of all disputes hereunder.
- (b) Neither this Agreement nor any rights or obligations hereunder may be assigned by either IHSA or the Training Provider without the prior written consent of the other party, which consent shall not be unreasonably withheld. No consent shall be necessary with respect to any assignment by IHSA to any corporate affiliate. In the event of any change in control or ownership of either or both parties, whether by virtue of acquisition, amalgamation, merger, or for any other reason, the rights and obligations of the parties hereto shall inure to and bind their respective successors in interest.
- (c) Unless provided herein, this Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by both parties.
- (d) Notwithstanding anything set forth herein, this Agreement shall not be construed as evidence of any Providership, joint venture, or similar relationship between the parties hereto, each of which remains a separate and distinct entity. Each party shall remain fully and individually liable for all of its acts. Neither party shall be deemed the agent, Provider, employee, or representative of the other for any purpose contemplated herein. Each party shall remain fully and individually responsible for the fulfillment of its own statutory and/or contractual obligations.

(e) This Agreement may be executed in counterparts and by facsimile and such counterparts as so executed shall together constitute one original document, and such counterparts, if more than one, shall be read together and construed as if all the signing parties had executed one copy of the Agreement.

6. TERM AND TERMINATION

6.1 Termination Upon Notice

Either IHSA or _____ may terminate this Agreement by giving the other party ninety (90) days written notice.

6.2 Immediate Termination

This Agreement may be terminated immediately upon mutual agreement of the parties or upon notice by the non-offending party, at its option and without prejudice to any other remedy to which it may be entitled at law, or otherwise under this Agreement, in the following circumstances and in the manner indicated:

- (a) immediately on notice if the other party is adjudicated a voluntary or involuntary bankruptcy;
- (b) immediately on notice if the other party becomes insolvent or has a receiver of its assets or property appointed;
- (c) immediately on notice if the other party makes an assignment for the benefit of creditors;
- (d) immediately on notice if the other party institutes or suffers to be instituted any proceeding for re-organization or rearrangement of its affairs; and
- (e) immediately on notice if the other party is in default in the performance of any material obligation under this Agreement and such default has not been cured within thirty (30) days of written notice thereof.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this Agreement as of the day, month and year first above written.

INFRASTRUCTURE HEALTH AND SAFETY ASSOCIATION

Name: Al Beattie

Title: President and CEO

I have authority to bind the Corporation.

TRAINING PROVIDER

PLEASE INCLUDE THE FOLLOWING:

- Comprehensive General Liability Insurance
- Third Party Liability and Professional Errors and Omission Insurance
- WSIB Clearance Certificate as applicable

Signature: _____

Name: _____

Title: _____

I have authority to bind this Agreement.

TRAINING PROVIDER MAIN CONTACT:

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

SCHEDULE “1”

INSTRUCTOR MATERIALS

IHSA will make available the following materials to the approved Training Provider upon having a qualified training instructor in a specific program.

- Instructor’s Guide
- Resource CD or other media containing presentation material, program evaluations, and other as appropriate
- One (1) hard copy of the Participant Manual or materials

PARTICIPANT MATERIALS

The approved Training Provider shall acquire participant manuals as required by the program directly from IHSA at the price established for the material. IHSA has the right to limit quantities of participant manuals ordered at any one time. All participant manuals or other material shall be ordered by the Training Provider and shall be delivered to the registered address of the Training Provider. All training materials and participant manuals are offered in English only.

SCHEDULE “2”

QUALITY ASSURANCE

Training Provider Quality Assurance and Continuous Improvement

Training Providers must have a plan for providing quality assurance and continuous improvement in order to ensure consistent and high-quality training program content and delivery. Training Providers must keep records of their quality assurance and continuous improvement activities, results, and any action taken.

The plan must include, at a minimum, the following elements.

The Training Provider shall:

- Comply with Instructor to Participant ratios as required by each program it is approved to conduct.
- Ensure IHSA-Registered Instructors under their employ participate in IHSA’s Registered Instructor Continued Excellence Maintenance Program. This initiative requires Registered Instructors to complete a minimum of two (2) modules related to continued education in learning, teaching, and evaluation of health and safety training programs every calendar year.
- When required, assist IHSA in the evaluation of training programs through the administration and collection of surveys, questionnaires, and other instruments designed for the purpose of program evaluation aimed at both participants and their employers.
- Obtain feedback from learners on their satisfaction with the training program and the instruction.
- Establish a system for receiving complaints from learners (or their employers) about training program content or delivery, or about the services of the Training Provider. There must be established procedures to deal with and resolve complaints.
- Establish procedures to review and identify gaps or deficiencies in program delivery and take corrective action to eliminate the gaps and prevent reoccurrence of deficiencies.
- Ensure that instructors’ qualifications and competencies are maintained in accordance with the applicable training program requirements by:
 1. monitoring and assessing instructor competencies
 2. providing feedback to instructors for continuous improvement.
- Maintain a list of current and past instructors, their qualifications, and any upgrade training that those instructors have taken.
- Clearly identify who or what part of the organization will be responsible for the above elements of the quality assurance and continuous improvement plan.

SCHEDULE “3”

FEES

IHSA has the right to establish Fees for services associated with the following.

- Delivery of programs associated with aiding prospective instructors meet the requirements of the Instructor Applications;
- Administration of Training Provider Applications and Instructor Applications.

FOR IHSA MEMBERS

- Fees as established for the Training Provider Application (application includes a minimum of one (1) Instructor Application for a specific program).
- Fees as established for subsequent Instructor Applications.
- An audit of each Instructor’s first delivery of a specific program within first twelve months for the purposes of evaluation and
- Daily rate (currently \$1150) for services associated with an audit of at least one subsequent delivery of each program each Instructor is approved to deliver over a period of three (3) years.
- Fees as established for IHSA’s Registered Instructor Continuing Excellence Maintenance Program.
- Fees as established per specific program for participant workbooks, records of training, and maintenance of records.

FOR NON-IHSA MEMBERS

- Fees as established for the Training Provider Application (application includes a minimum of one (1) Instructor Application for a specific program).
- Fees as established for Instructor Applications.
- An audit of each Instructor’s first delivery of a specific program within first twelve months for the purposes of evaluation and
- Daily rate (currently \$1150) for services associated with an audit of at least one subsequent delivery of each program each Instructor is approved to deliver over a period of three (3) years.
- Fees as established for IHSA’s Registered Instructor Continued Excellence Maintenance Program.
- Fees as established per specific program for participant workbooks, records of training, and maintenance of records.

SCHEDULE “4”

IHSA TRAINING PROGRAMS

DEFENSIVE DRIVING—COMMERCIAL

In a classroom setting, defensive driving techniques are presented with the aid of various audio-visual devices. These courses are designed to involve participants in group discussions of driving problems encountered by drivers each day.

Program Content

Module one - The Law (Legal Element)

- rules and regulations that apply to commercial motor vehicle operation

Module two - The Driver (Human Element)

- the human elements that affect our ability to drive safely including attitude, mental/emotional state, complacency, physical well-being, nutrition, sleep, vision, knowledge, etc.

Module three - The Vehicle (Mechanical Element)

- vehicle inspection, basic vehicle control, factors that affect steering, stopping, and handling

Module four - The Environment

- inside the vehicle, road surface conditions, traffic and weather conditions

Module five - Driving Defensively

- collision prevention, use of mirrors, signs and signals, passing, intersections, turning procedures, expressway driving, backing procedures.

SCHOOL BUS DRIVER IMPROVEMENT COURSE

The Ontario Ministry of Transportation is responsible for setting and maintaining the School Bus Driver Improvement Course (SBDIC) standards. In Providership with the school bus licencing stakeholders, the Ministry has made improvements to the SBDIC by introducing new minimum course content and program delivery standards, as well as a formal course Provider approval process. The new program addresses changes in industry practices, driver licencing requirements, vehicle standards, and recommendations made by the Chief Coroner of Ontario. The new program will help facilitate the continued safe transportation of children by ensuring that all new school bus drivers receive consistent and high-quality training.

In this course, students are provided with an understanding of the laws and regulations that apply to the school bus industry. This course is recommended for all school bus drivers. In a classroom setting, defensive driving techniques are presented with the aid of various audio-visual techniques. The course is designed to involve participants in group discussions of driving problems encountered by drivers each day. This course is approved by the Ministry of Transportation as qualification for drivers who are required to successfully complete a Driver Improvement Course in order to obtain a classified driver's licence.

Program Content

Module one - The Law (Legal Element)

- rules and regulations that apply to a school bus

Module two - The Driver (Human Element)

- the human elements that affect our ability to drive safely including attitude, mental/emotional state, complacency, physical well-being, nutrition, sleep, vision, knowledge, etc.

Module three – The Vehicle (Mechanical Element)

- vehicle inspection, basic vehicle control, factors that affect steering, stopping, and handling

Module four – The Environment

- inside the vehicle, road surface conditions, traffic and weather conditions

Module five – School Bus Operations

- The operation of a school bus requires special knowledge and skills unique to school bus operations. In this module, we will identify and discuss school bus specific issues, factors, and procedures.

Module six – Driving Defensively

- incident prevention, use of mirrors, signs and signals, passing, intersections, turning procedures, expressway driving, backing procedures.

WORKING AT HEIGHTS—FUNDAMENTALS OF FALL PREVENTION

IHSA's *Working at Heights—Fundamentals of Fall Prevention* is a robust program that meets the purpose of the new Ministry of Labour training standard for working at heights.

This course provides workers with the basic fall prevention information they require to work safely in areas where they may be exposed to fall hazards. Participants receive the most up-to-date information with hands-on instruction from industry experts and trained adult educators who are experienced in working at heights.

While Working at Heights is a great starting point, site-specific training is also required. After the in-class session, the employer must train workers on the specific hazards faced and types of equipment used on the job.

Program Content

This course consists of a combination of classroom and hands-on learning activities.

Topics include:

- Common fall hazards
- Fall protection and types of equipment
- Working with ladders, scaffolds, elevating work platforms, and suspended access equipment
- Related laws and regulations

Personal Protective Equipment

Participants must wear appropriate clothing, as well as CSA-certified head, foot, and eye protection. We ask that you bring your own personal protective equipment (PPE) and that it is maintained and in good working order as per the manufacturer's specifications and regulatory requirements. If you do not have the necessary PPE, you will not be able to complete the program and will be asked to reschedule when you have the proper clothing and equipment.

Learning Evaluation

To obtain a certificate of completion for this program, participants must be present for the full program and meet both of the following requirements:

1. Complete the written multiple-choice test and achieve a minimum grade of 75%
2. Complete a hands-on demonstration of seven specific critical tasks and achieve a score of 100%.

IHSA will issue a certificate of completion only to those who successfully meet the above evaluation requirements. For participants with language, literacy, or accommodation needs, alternative evaluation methods to the written test may be used to verify that key concepts have been understood. Please discuss your needs with an IHSA customer service representative when registering and confirm your arrangements with the instructor at the beginning of class.

Note: In addition to successful completion of this training, employers must ensure that workers are adequately trained on the use of the specific equipment used at a specific workplace, including adequate oral and written instructions by a competent person.

Participant Course Evaluation

At the end of the training, participants will have the opportunity to evaluate and provide comments about the training they received.

SCHEDULE “5”

PROGRAM-SPECIFIC EQUIPMENT AND MATERIAL REQUIREMENTS

WORKING AT HEIGHTS

The following is a list of equipment necessary to carry out the practical demonstration on the selection, inspection, and basic use of fall prevention personal protective equipment. The equipment is also necessary to conduct the end-of-program evaluation of the participants.

The equipment listed below is required to carry out the practical elements of the program for 12 participants as per the designated timelines of the program. Class size is limited to a maximum of 12 participants.

The list also contains product quantities required. All equipment must meet applicable CSA standards.

QTY	ITEM
Participants will be trained on the proper use, care, and be familiar with:	
8	Full-body harnesses in a variety of sizes, including 4 with tongue buckles, 4 with mating buckles, 1 ADELP; 1 Cross-over harness, and 1 designed for female
4	Single leg lanyard with energy absorber (various levels of energy absorbers)
4	Rope grabs
4	Carabiners
4	D-bolt anchors
2	25ft CSA certified polyblend lifeline with snap hook
2	25ft CSA certified polyblend lifeline with carabiner and thimble
2	Nylon slings
1	Lanyard with no energy absorber
1	Y-lanyard
1	Tie-back lanyard
1	Type 1 self-retracting lanyard (SRL)
1	Leg stirrups (1 set)
1	Snap hook with swivel
1	Rebar hook
1	Scaffold hook
1	Cross-arm anchor connector
1	One-time-use roof anchor
1	Disposable concrete anchor
Participants will learn to inspect equipment for damage using the following damaged samples	
1	Damaged Type A harness (with tongue buckles)
1	Damaged Type-A harness (with mating buckles)
1	Damaged Single leg lanyard with energy absorber
1	Damaged - Single leg lanyard without energy absorber
1	Damaged Type A harness (with tongue buckles)