

July 17, 2018

Mr. Andy Hill
Mountain Division VP Education
1023 Ranch Estates Place NW
Calgary Alberta
T3G 2B2

Dear Andy Hill,

This letter confirms the following first aid courses are approved.

Course Name	Approval Level
Advanced First Aid	Advanced First Aid
Mountain Division First Aid Training – Standard First Aid	Standard First Aid

As stated in the Approval Agreement, this applies for five years and expires on July 17, 2023.

Sincerely,



Xiangning Fan, MD, FRCPC
Director of Medical Services

Attachment: the first aid agency signed copy of the Approval Agreement

APPROVAL AGREEMENT

THIS AGREEMENT MADE THIS 17 DAY OF July, 2018

BETWEEN:

HER MAJESTY THE QUEEN, IN RIGHT OF ALBERTA,
as represented by the Minister of Labour
(the "Minister")

-and-

Canadian Ski Patrol System-Mountain Division
(the "Agency")

RECITALS

- A. Where a person or agency provides first aid training to workers, the person or agency must enter into an agreement and comply with the terms of the agreement in accordance with section 177 of the Occupational Health and Safety Code; and
- B. The Agency wishes to provide such first aid training to workers.

In consideration of the undertakings provided herein, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement,

- (a) "**Activities**" means the activities described in clause 5.1 of this Agreement;
- (b) "**Agreement**" means this document and the QMP;
- (c) "**Certificate**" means a card, certificate or other document issued as proof of First Aid Training certification;
- (d) "**Director**" means a Director of Medical Services appointed under the *Occupational Health and Safety Act*;
- (e) "**First Aid Training**" means the training and certification of workers in Emergency First Aid, Standard First Aid or Advanced First Aid;
- (f) "**Minister**" means the Minister of Labour or any other Minister charged with the administration of the OHS Legislation;
- (g) "**OHS Legislation**" means Alberta's *Occupational Health and Safety Act*, *Occupational Health and Safety Regulation* and Occupational Health and Safety Code, as amended from time to time;

- (h) **"QMP"** means the Agency's Quality Management Plan accepted on July 9, 2002 and includes any modifications required by the Director or Minister;
- (i) **"QMP Bulletin"** means the Quality Management Plan Requirements for First Aid Training in Alberta Workplaces, as amended from time to time.

2. APPROVAL

- 2.1 Subject to the terms and conditions of this Agreement, the Minister hereby approves the Agency for the purpose of providing the First Aid Training identified in the QMP.

3. RELATIONSHIP OF PARTIES

- 3.1 Nothing in this Agreement makes, or shall be construed to make the Agency, or any of its employees, directors, officers, contractors or agents, an agent of the Minister.
- 3.2 Nothing in this Agreement creates or shall be construed to create an agency, partnership, joint venture or employment relationship between the Minister and the Agency or any of its employees, directors, officers, contractors or agents.

4. TERM

- 4.1 Subject to clauses 14.1, 14.2, 14.3 and 14.4, this Agreement shall be in force for a period of five (5) years commencing from the date of the execution of this Agreement.

5. ACTIVITIES

- 5.1 In accordance with OHS Legislation, the QMP Bulletin and this Agreement, the Agency shall
 - (a) maintain and comply with the QMP;
 - (b) provide the First Aid Training identified in the QMP and ensure that the First Aid Training meets the requirements set out in the QMP;
 - (c) ensure that First Aid Training is delivered by qualified personnel whose first aid qualifications are acceptable to the Director;
 - (d) implement changes to standards for First Aid Training as required by the Director;
 - (e) provide the Minister with a copy of current Certificate templates; and
 - (f) ensure that Certificates include the following:
 - (i) name of the certified individual,
 - (ii) name of the Agency,
 - (iii) date of expiry,
 - (iv) name of the course as identified in the QMP and approved by the Minister, and

- (v) level of First Aid Training (Emergency First Aid, Standard First Aid or Advanced First Aid).

6. CONFIDENTIALITY

- 6.1 The Agency shall not disclose, authorize or permit disclosure to any person or organization now, or at any time in the future, any information or documents of any kind or other matter or thing which comes into its knowledge or possession by reason of this Agreement, and shall retain all such knowledge as confidential, unless it is expressly authorized by the Minister in writing. This clause does not apply to information that is publicly available without breach of this clause.

7. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 7.1 The Agency acknowledges that this Agreement, including the name of the Agency, the terms and conditions of this Agreement and details of the Activities, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* ("FOIP Act"). The Agency further acknowledges that the FOIP Act applies to information obtained, related, generated, collected or provided for the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

8. AGENCY ACKNOWLEDGMENTS

- 8.1 The Agency acknowledges
- (a) the rights of other persons or agencies to provide First Aid Training; and
 - (b) the Minister may increase or decrease the number of persons or agencies it approves to provide First Aid Training at any time.

9. WORKERS' COMPENSATION COVERAGE

- 9.1 The Agency shall maintain Workers' Compensation insurance coverage as required by the *Workers' Compensation Act*.

10. INSURANCE AND HOLD HARMLESS

- 10.1 The Agency shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of general liability insurance, in accordance with the *Insurance Act*, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
- 10.2 The Agency shall maintain Errors and Omissions insurance in an amount not less than \$1,000,000 per claim insuring its liability resulting from errors and omissions in the performance of its professional services under this Agreement. Such insurance is required to remain in place for a period of twelve (12) months following the completion or termination of this Agreement. Such insurance shall include bodily injury coverage.

- 10.3 The Agency agrees to indemnify and hold harmless the Minister, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
- (a) the Agency's breach of this Contract; or
 - (b) the negligence, other tortious act or wilful misconduct of the Agency, or those for whom the Agency is legally responsible, in relation to the performance of its obligations under this Contract.
- 10.4 The Agency shall indemnify and hold harmless the Minister against and from any loss or damage to the real or personal property of the Minister to the extent arising from the Agency's breach of this Contract or from the negligence, other tortious act or willful misconduct of the Agency, or those for whom it is legally responsible.

11. RECORDS AND AUDITS

- 11.1 During the term of this Agreement and for a period of five (5) years afterwards, the Agency shall maintain or cause to be maintained books and records relating to this Agreement and, on demand and without cost to the Minister, provide the Minister or the Minister's authorized representative with such documents to examine, audit and make copies and extracts of them.
- 11.2 During the term of this Agreement, the Minister or the Minister's authorized representative may, at reasonable times and on reasonable notice to the Agency, attend at the premises of the Agency or at the place where the Activities are being carried out, for the purpose of conducting an audit to assess the Agency's compliance with the terms and conditions of this Agreement. The Agency shall provide the Minister or the Minister's authorized representative with such assistance as may be reasonably required.
- 11.3 The Agency shall, on request, provide the Minister with notification of upcoming First Aid Training sessions planned by the Agency.
- 11.4 The Agency shall, on request, provide the Minister with a copy of the QMP.

12. REPORTING

- 12.1 Reports shall contain the information and be in a format specified by or acceptable to the Minister.
- 12.2 The Agency shall provide to the Minister an annual report for each reporting period which shall include:
- (a) the number of individuals trained in Emergency First Aid, Standard First Aid and Advanced First Aid;
 - (b) the number of trainers trained to deliver Emergency First Aid training, Standard First Aid training and Advanced First Aid training;

(c) the number of sessions held in Emergency First Aid, Standard First Aid and Advanced First Aid; and

(d) where the Agency engages a third party provider to perform one or more of the Activities, the total number of third party providers.

12.3 The annual report shall be due on June 30 of each year this Agreement is in effect or on such other date as determined by the Minister.

12.4 During the term of this Agreement, and for a period of five (5) years afterwards, the Agency shall provide such additional follow-up information as the Minister may reasonably request for the purpose of evaluating the Activities.

13. ASSIGNMENT AND THIRD PARTY PROVIDERS

13.1 This Agreement shall not be assigned, in whole or in part, by the Agency without prior written consent of the Minister.

13.2 Where the Agency engages a third party provider to perform one or more of the Activities, the Agency shall

(a) enter into a written contract with the third party provider containing the terms and conditions necessary to enable the Agency to fulfill its obligations under this Agreement;

(b) be responsible for and regularly assess the third party provider's performance of the activities and, on request, provide the results of this assessment to the Minister;

(c) maintain an up-to-date list of third party providers and, on request, provide a copy of the list to the Minister; and

(d) ensure that Certificates identify the Agency's operating name and comply with the requirements set out in clause 5.1(f).

14. TERMINATION AND SUSPENSION

14.1 This Agreement may be terminated by the Minister or the Agency by giving the other no less than ninety (90) days written notice of termination. This Agreement is terminated as of the date given in the termination notice.

14.2 Notwithstanding anything else contained in this Agreement, the Minister may immediately impose conditions on the approval for a period determined by the Minister, suspend the approval for a period determined by the Minister, or terminate this Agreement, if in the sole opinion of the Minister, it is in the public interest to do so.

14.3 If the Agency fails to comply with one or more terms and conditions of this Agreement, the Minister may give the Agency written notice that it is non-compliant and its non-compliance must be rectified within the time prescribed in the notice as determined in the Minister's sole discretion. In the event that the non-compliance is not rectified to the

Minister's satisfaction within the prescribed time, the Minister may immediately, on written notice to the Agency, effective as of the date of the notice, do one or more of the following:

- (a) impose conditions on the approval for a period determined by the Minister,
- (b) suspend the approval for a period determined by the Minister, or
- (c) terminate this Agreement.

- 14.4 This Agreement shall terminate automatically without notice if and when the Agency makes an assignment in bankruptcy for the benefit of its creditors, or is adjudged a bankrupt or takes advantage of any provincial, federal or foreign insolvency act, or is petitioned into bankruptcy or if a trustee, receiver or receiver-manager is appointed for all or a portion of its property and business.

15. NOTICES

- 15.1 Any notice to be made under this Agreement shall be deemed given to the other party if in writing and shall be sufficiently given if delivered personally, sent by registered mail, or transmitted by fax and addressed as follows:

The Minister:

Dr. Xiangning Fan, Director of Medical Services
Occupational Health and Safety Policy and Program Development
Alberta Labour
8th floor, 10808 – 99 Avenue
Edmonton, Alberta
T5K 0G5

Fax: 780-643-9264

The Agency:

Mr. Andrew Hill
Mountain Division VP Education
Canadian Ski Patrol-Mountain Division
1023 Ranch Estates Place NW
Calgary, Alberta T3G 2B2

Notice personally served shall be deemed received when actually delivered if delivery is on a business day between 8:15 am – 4:30 pm, Alberta time. All notices sent by registered mail shall be deemed to be received on the fourth business day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by fax or personally served. Any notice by fax shall be deemed given and received on the first business day after its transmission.

15.2 Each party shall give the other party notice, in writing, of any change to the address above.

16. AMENDMENTS

16.1 The parties may, by mutual agreement in writing, add to, delete or amend any term or condition of this Agreement.

16.2 The parties agree that this Agreement will be amended as required to accommodate any changes to OHS Legislation.

17. GENERAL PROVISIONS

17.1 The Minister and the Agency agree that this Agreement supercedes all previous agreements and expresses the whole of the agreement between them, and no other terms, representations, conditions or warranties are to be inferred or implied.

17.2 This Agreement is binding on the parties' successors and permitted assignees.

17.3 The Agency shall comply with all statutes, regulations, orders, licenses and permits applicable to the Agency in performing the Activities.

17.4 This Agreement is governed by and is to be construed in accordance with the laws of the Province of Alberta. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

17.5 Time is of the essence of this Agreement.

17.6 All headings in this Agreement have been included for convenience only and shall not be considered in interpreting the text of this Agreement.

17.7 In this Agreement, words in the singular will be construed to include the plural, words in the plural will be construed to include the singular, and words, regardless of the gender in which they are used, will be construed to include the masculine, feminine, or body corporate, as the context may require.

17.8 Notwithstanding any other provisions of this Agreement, clauses 6.1, 10.2, 10.3, 10.4, 11.1, and 12.4 shall survive this Agreement and shall continue to bind the parties.

17.9 This contract may be executed in counterparts, in which case

- (a) the counterparts together shall constitute one agreement, and
- (b) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA**, as represented by the Minister
of Labour

Canadian Ski Patrol System-Mountain Division



Signature

Dr. Xiangning Fan

Print Name

Director of Medical Services

Title

July 17, 2018

Date

A. Hill

Signature

ANDREW HILL

Print Name

VP EDUCATION

Title

22 JUNE 2018

Date