

ESAO

The Education Safety Association of Ontario

Partnership measures will be developed by the Partnership Team (Client representative(s) and ESAO Field Consultant) and will be used to evaluate the effectiveness of the partnership over time. Measures will include, at a minimum:

- Total number of lost-time injuries
- Total number of no-lost-time injuries
- Lost-time injury frequency rate
- No-lost-time injury frequency rate
- Severity rate

Additional upstream measures will be developed and noted in the action plan. Upstream measures are a key component of a proactive health and safety program. Unlike the standard reactive statistical measures, upstream measures track achievement of proactive initiatives that prevent incidents from occurring.

ROLES AND RESPONSIBILITIES

ESAO WILL:

- Provide technical assistance, as consultants, in reviewing workplace- specific health and safety programs
- Help identify root cause factors related to injuries
- Provide information and training auditing resources
- Provide guidance regarding high priority issues
- Work with the Client to identify specific needs

In addition to the above, ESAO will consult with the Client in order to identify:

- the accident frequency and severity experienced by the Client
- the location and type of accidents occurring in the Client's workplaces
- effective controls to reduce or eliminate hazards causing accidents
- effective prevention programs to reduce or eliminate accidents
- effective review and monitoring of programs
- Other Client needs

CLIENT WILL:

- Prepare a quarterly safety report that will include accident statistical data, achievement toward action plan items, etc., and forward to ESAO for information purposes
- Work in collaboration with ESAO to undertake a H&S program needs assessment to determine areas for improvement
- Develop a focused action plan to address program deficiencies and/or improvement initiatives.
- Give access or provide ESAO with the documents and/or information that will assist in the fulfillment of the SIPP agreement
- Communicate with the ESAO Field Consultant at least quarterly per annum, for an update on the progress of this program
- Work with ESAO on the development of new products or services that could address recognized concerns

The parties agree that the liaison or contact person for the Client for the purpose of ESAO performing these services will be _____, and for ESAO is _____, Field Consultant.

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Compensation

The parties agree that the services under this Agreement are to be provided according to the following agreement:

There is no cost for entering into the Safety Improvement Partnership Program (SIPP). However, there may be a fee for products and/or services identified as a part of any program developed under this agreement and subsequently delivered to or provided to the Client. Such fees, if any, will be described in subsequent Services Agreements, and will be specifically approved by both the Client and ESAO.

Confidentiality

The parties acknowledge that in the course of providing its services, ESAO may become aware of information related to the health and safety practices, policies, procedures or other matters that may be confidential or harmful to the Client if known to third parties.

ESAO agrees to hold in confidence and not disclose any information of which it may become aware to any third parties without the prior consent of the Client, except as required by law, or as set out below.

Where the Workplace Safety and Insurance Board requires, ESAO will report whether the Client has signed a Partnership Agreement and/or Services Agreement without divulging any information that may be confidential or harmful to the Client.

Where ESAO, through the provision of the services, becomes aware of a serious, imminent danger to a worker's or workers' health and safety, ESAO will immediately notify the Client of the serious imminent danger. If the Client fails to address or eliminate the serious imminent danger, ESAO will have the right to take steps to address the serious imminent danger to the worker(s). This includes the disclosure of the serious imminent danger to the worker(s) involved, the WSIB, or Ministry of Labour, as appropriate.

The Client agrees to indemnify ESAO against, and hold ESAO harmless from, any claim, proceeding, order, action, suit or demand (the "Claims") brought for the recovery of damages, losses or payments of any kind whatsoever or any order, penalty, or fine levied against the Client, arising from the performance of or the discharge of the obligations pursuant to this Services Agreement.

Termination of Services

Either ESAO or the Client may terminate this agreement at any time, in writing to the other party.

Entire Agreement

This document, including any appendices, constitutes the entire agreement between ESAO and the Client. All prior agreements between ESAO and the Client, whether written or oral, express or implied, are hereby terminated and declared to be void. Any modifications to this Agreement must be in writing and signed by both ESAO and the Client.

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Governing Law

This Services Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein.

The Education Safety Association of Ontario

Date

Per: _____

Print: **Gerry Culina**
Director, Prevention Services

Client

Date

Per: _____

Print: _____
(Name of Senior Official)

Title: _____
(Official Title or Position)

[] Our organization declines to work with ESAO regarding this SIPP initiative and understands that the SIPP initiative is a complement to the Ministry of Labour Provincial "Last Chance Initiative."

Date: _____

Per: _____

Print: _____
(Name of Senior Official)

Title: _____
(Official Title or Position)