

CAMH Safety Agreement

Date:

Site: All Sites

Between:

CENTRE FOR ADDICTION AND MENTAL HEALTH (CAMH)

(hereinafter referred to as "CAMH")

AND

(hereinafter referred to as the "Supplier")

1. General Conditions

Service providers working at the Centre for Addiction and Mental Health and/or any of its satellite offices are obligated to perform their work in compliance with all applicable Health, Safety and Environmental legislative requirements. Service providers include not only construction services but all service providers entering and/or providing services to the Centre for Addiction and Mental Health.

CAMH and Suppliers hereby acknowledge and agree that:

2. Selection criteria will include an evaluation of Supplier's ability to comply with all Health, Safety and Environmental requirements as set out in applicable governmental legislation and as established by the Centre for Addiction and Mental Health policies.
3. Supplier shall ensure that their Health, Safety and Environmental policies comply with the requirements and regulations of the Occupational Health and Safety Act, as may be amended from time to time, with particular focus on Regulation 67/93 and other Federal and Provincial legislation governing worker's safety.
4. Supplier hereby acknowledges receipt of CAMH's internal Health, Safety and Environmental policies, and agrees to comply with such policies. Employees, agents, subcontractors, and those for whom Supplier is in law responsible, who refuse to comply with such policies, rules and regulations of CAMH shall, at the request of CAMH, be removed from CAMH's premises, and replaced by Supplier. Should such replacement not be carried out within a reasonable time, Supplier shall be deemed to be in breach of its contract with CAMH.
5. Supplier shall provide a copy of its Worker's Safety & Insurance Board Clearance Certificate (Generic and Specific) to CAMH upon signing of this contract, and every sixty (60) days thereafter for the duration of the contract term.

6. Supplier agrees to indemnify and save harmless CAMH from any and all damages which may result from any accident to any of its employees, agents, subcontractors, or any other person (including employees, agents or representatives of CAMH), by reason on any negligence, wilful act or omission to act by any employee, agent, subcontractors or those for whom Supplier is in law responsible, whether on CAMH's premises or otherwise. This indemnity by Supplier shall include any additional assessments which the Worker's Compensation Board may assess/apply to CAMH as a result of any accident involving Supplier, its employees, agents, subcontractors or those for whom Supplier is in law responsible.

Supplier shall indemnify CAMH from any suits, claims, causes of actions, costs or damages incurred by reason of any negligence, wilful act or omission of any employee, agent, subcontractors or those for whom Supplier is in law responsible, and any costs of preparing for and attending any hearing, and any legal fees involved in obtaining the services of expert witnesses.

7. Before any work is initiated, CAMH shall provide, as may be applicable, to Supplier the following information:

- (a) information, including MSDS (Material Safety Data Sheet) of known existing work site hazards, and precautionary measures for which Supplier, their employees, agents and subcontractors should be aware;
- (b) CAMH's applicable Health, Safety and Environmental requirements, including emergency response codes and applicable procedures;
- (c) CAMH's policies and procedures relating to Smoking, and Harassment and Discrimination.

8. Prior to the initiation of any work, Supplier shall ensure in writing that all Supplier work site activities at CAMH's premises that could subject Supplier, its employees agents or representatives, or any persons carrying on activities at CAMH's premises to health or safety hazards:

- (a) will comply with applicable governmental and CAMH health, safety and environmental requirements, and;
- (b) that only equipment that is safe to operate will be used.

9. Supplier agrees to attend regular meetings at the request of CAMH to review any incident reports with respect to Supplier activities, and to ensure that all the requirements of the Occupational Health and Safety Act and its Regulations, along with CAMH's policy requirements are being met by Supplier. Supplier's performance on these matters will be reviewed periodically by representatives of CAMH.

10. Supplier acknowledges and agrees that:

- (a) CAMH is not required to provide direct supervision, instructions or management of Supplier personnel unless unusual circumstances require such involvement,

- (b) Supplier is acting as an independent Service provider in the performance of its work, and Supplier, its personnel or agents shall not be deemed to be the employee, agent, partner or, or in a joint venture with CAMH,
 - (c) All Supplier personnel, agents, contractors and sub-contractors shall follow Safety Binder sign-in/sign-out procedures,
 - (d) Supplier shall contact Fire Marshal or designate for Hot Work permits or Fire System impairment permits when applicable.
11. In order to comply with Regulation 965 of the Public Hospitals Act, Supplier agrees that if Supplier is on CAMH's premises for 30 consecutive days or more and is working in close proximity to patients, Supplier shall submit a completed "Record of Immunity" for all its employees, agents and representatives working at CAMH's premises. (Communicable Disease Surveillance).
 12. Supplier shall ensure that the removal and disposal of any and all debris, waste material/rubbish meets the requirements of the Environmental Protection Act, Waste Management Act, and the regulations of the Metropolitan Works Department, and the Ontario Waste Reduction Office.
 13. Security and Safety Conditions

Supplier, its employees, agents and representatives agree that, during the performance of their duties and activities at CAMH's premises, they will comply with all municipal, provincial and federal laws and regulations as well as CAMH's safety and security policies and procedures including those contained herein.
 14. CAMH is a Tobacco-Free organization. Proponents will observe this organizational policy by refraining from smoking (or using other tobacco products and e-cigarettes) on CAMH property including personal vehicles parked on CAMH property.
 15. Alcoholic beverages are prohibited on CAMH's property.
 16. No cameras or photographic equipment are allowed on CAMH's premises without the express permission of CAMH.
 17. All persons working at CAMH's premises shall wear a visible Identification Badge at all times; such Identification Badges shall be issued by CAMH's Security department. All badges issued to Supplier staff, agents or representatives shall be surrendered to the Security department when leaving CAMH's premises.
 18. All electrical tools and equipment used by Supplier in the performance of its duties shall meet CSA /Ontario Hydro standards, be in good repair and used in a safe manner.
 19. All Supplier personnel, agents, contractors and sub-contractors shall carry "Contractor Emergency Code" card at all times while on site.
 20. Utilize the following Emergency Response Code procedures while on CAMH's premises:

Code Red – Fire

In case of explosion or fire:

- activate a fire pull station or key panel
- report the fire immediately by dialling 5555 and advising of the fire location
- evacuate the area and await the “all clear”

Code Green – Evacuation

- report to the nearest department/office and await instructions
- if in the affected building, immediately evacuate the building

Code Black – Bomb Threat

- report to the nearest department/office and await instructions

21. Where applicable, Supplier, its employees, agents and representatives must wear personal protective equipment suitable (or deemed appropriate by CAMH) for the work being done, including but not limited to eye, foot, head, noise, and respiratory protection equipment.
22. All scaffolds used or erected by Supplier must comply with all municipal, provincial and federal regulations.
23. Supplier shall obtain authorization from CAMH’s Fire Marshall/Emergency Response Manager for the use and storage of any flammable liquids in excess of their daily requirements used by Supplier on CAMH’s premises.
24. Supplier shall at all times keep the workplace free from accumulations of rejected, demolished, or waste materials, or rubbish resulting from the work. At the completion of the work specified, Supplier shall remove all surplus material, debris, tools, and supplies, leaving the premises in a state of cleanliness acceptable to CAMH.
25. Where applicable, Supplier shall have on site copies of the Material Safety Data Sheets (MSDS) for all hazardous materials used on the work site, and shall produce them for review by CAMH’s representative as required. All such materials by Supplier are to be used in accordance with the instructions specified in the MSDS.
26. Where applicable, Supplier shall post in visible locations, signs indicating that work is in progress and the area is “Closed to the Public”. Supplier shall barricade the work area to prevent any other persons from entering the area at any time of the day or night.
27. CAMH’s Construction/Project Manager in conjunction with the Facilities Manager shall approve the working hours of all building contractors and sub-contractors working on CAMH’s premises.

28. Supplier warrants that its staff, agents, and employees and sub-contractors assigned to work on CAMH's premises shall maintain strict confidentiality of any information obtained by whatever means, and not allow it to be disclosed to anyone. Should any confidential information be disclosed by Supplier, its staff, agents, employees, or sub-contractors, Supplier shall be liable for any and all loss or damages or claims arising from such disclosure.

Signed and accepted this _____ day of _____,

Centre for Addiction and Mental Health

Per _____

Title _____

Per _____

Title _____

Documentation received: (attached)

Date _____

W. S. I. B.

Liability Insurance Certificate

Documentation provided by CAMH:

Date _____

Report on Asbestos

Emergency Response Codes

MSDS Sheets

Other: Please specify _____