

ST. LEONARD'S COMMUNITY SERVICES

Function: Human Resources
Policy: Appendix 24 – Contractor's Agreement
CMHO Standard(s):
Approved: January 2009

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Appendix 24 CONTRACTOR'S AGREEMENT **Approved January 2009**

This document provides the basic requirements and procedures to be followed by all contractors/subcontractors conducting business with St. Leonard's Community Services, Brant Alcove Rehabilitation Services Inc., Addiction Services of Brant Inc. and Youth Employment Centre of Brant.

The contractor/subcontractor will assume full responsibility and liability for the actions of his/her staff, sub-contractors, etc. and will ensure that they are aware of and comply with the conditions of this agreement. The Contractor will save harmless and indemnify the Agency from all claims made against it as a result of the Contractor's conduct or any of his staff, subcontractors etc.

Nothing contained or omitted in this document will relieve a contractor of his/her responsibility for the safety of his/her operation, staff or other persons under his/her charge.

SERVICES

The Contractor agrees to provide (insert type of service) services to the Agency as and when required by the Agency, subject to the terms and conditions set out in this Agreement.

The Contractor will discharge and ensure that anyone in his employ discharges his obligations under this Agreement in a manner that is competent, efficient and satisfactory to the Agency.

ACKNOWLEDGEMENTS

The Contractor and the Agency acknowledge and agree that the relationship of the Contractor to the Agency is that of an independent contractor and that the Contractor is not a staff of the Agency. The Contractor and Agency further agree that nothing in this Agreement will be taken as a warranty or representation that the Contractor is an staff of the Agency.

The Agency acknowledges that the Contractor is free to provide services to other organizations and that the Contractor may employ his own staff or engage contractors to fulfill his obligations pursuant to this Agreement.

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TERM OF AGREEMENT

The term of this Agreement will be for (insert amount) weeks, from (insert date) to (insert date), at which point this Agreement may be renewed for a (insert number) year term upon the mutual consent of the parties.

SERVICE FEES

In consideration of the services that the Contractor will perform for the Agency during the life of this Agreement, the Agency will pay the Contractor a service fee of \$ (insert amount) per diem. The parties agree that the Agency will not be required to remit Ontario Employer Health Tax premiums or Workplace Safety and Insurance Board premiums on behalf of the Contractor. The Contractor will not be entitled from the Agency any vacation, vacation pay, overtime pay, pay for statutory holidays or any other benefits.

The Contractor agrees to invoice the Agency on the (insert date) of each month for services rendered pursuant to this Agreement. The invoice will set out a description of the services rendered and the total fees claimed for that period together with applicable Goods and Services Tax (G.S.T) and Provincial Sales Tax (P.S.T) thereon. The Contractor will remit P.S.T and G.S.T and further agrees to indemnify the Agency for all such monies if the Contractor fails to do so.

Subject to compliance with legislation and binding rulings of competent authorities, it is intended that all payments made to the Contractor will be without deductions for income tax, Canada Pension, or Employment Insurance. The Contractor acknowledges that he is responsible for arranging and making all applicable payments, under any federal or provincial legislation, which may apply to the Contractor's activities including G.S.T. and P.S.T. The Contractor agrees to hold harmless and indemnify the Agency from and against claims for income tax, Canada Pension Plan, Employment Insurance, Ontario Employer Health Tax or Workplace Safety and Insurance Board premiums and any other deductions that might be made against the Agency as a result of the Contractor's activities.

SAFE WORK PRACTICES

All contractors/subcontractors are responsible for ensuring that all safety precautions are taken and all applicable safety regulations are adhered to, including compliance with the Occupational Health & Safety Act, all applicable regulations and all established safety standards.

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The contractor/subcontractor is responsible for ensuring that each of his/her staff or subcontractors are properly trained and perform their work in accordance with The Occupational Health and Safety Act and Regulations, all codes, laws and ordinances that are applicable.

SAFETY EQUIPMENT

Contractors/subcontractors will supply all of their own safety equipment. This equipment must meet all safety standards, both pursuant to any applicable statutory standards and/or Agency standards, and be maintained in good condition. This equipment must be used or worn as required by the Occupational Health and Safety Act and the regulations. It will be the duty of the contractor/subcontractor to ensure compliance with these requirements.

Hard hats, safety boots, safety glasses, respirators and other protective equipment must be used as required. Work at or in excess of 3 meters or 10 feet requires appropriate fall protection. Fall protection, including fall arrest systems and/or guardrails must be used as required by the Construction Regulations or any other applicable legislation.

EMERGENCY EQUIPMENT

Before commencing work, all contractors/subcontractors will be familiar with the location of Agency fire extinguishers, eye wash stations (where provided) and first aid stations and procedures. Our mounted fire extinguishers will be left where they are and not used for a fire watch. They are to be used only in an emergency situation.

If first aid is required at anytime, a Supervisor will be contacted.

ACCIDENT PROCEDURES

Contractors'/subcontractors' staff will immediately report all injuries, or property damage to the on site Manager/Supervisor, that occur on our premise.

Contractors/subcontractors will be familiar with the requirements under the Occupational Health & Safety Act for reporting and the requirements to secure the accident scene in the event of a critical accident or fatality.

PROPERTY LOSS OR DAMAGE

The contractor/subcontractor will be held fully responsible for any unlawful removal, loss or damage incurred to property or equipment, by themselves or any of their staff.

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JOB SITE MOBILITY

Contractors/subcontractors are not permitted to wander around the workplace. They will stay in their designated work site area, unless an emergency situation requires otherwise and will refrain from interfering in any way with other workers or operations.

HOUSEKEEPING AND WASTE DISPOSAL

It is the responsibility of the contractor/subcontractor to maintain good housekeeping and material storage standards in the work area at all times. Rags, cartons, bottles, empty cans, etc. will be placed in the designated waste containers provided by the contractor/subcontractor.

If a chute is used for removal of materials, the requirements under the Construction Regulations must be followed.

All spills will be cleaned up immediately and reported to on-site Manager/Supervisor.

At the conclusion of the job, the area will be left clean and tidy.

SCAFFOLDS/ELEVATED WORK PLATFORMS

Scaffolds will be erected, maintained, dismantled and used in accordance with the Occupational Health and Safety Act and the Construction Regulations.

All elevating work platforms, including elevating rolling work platforms, self-propelled elevating work platforms, boom-type elevating work platforms and vehicle-mounted aerial devices will comply with and be used in accordance with the requirements of the Construction Regulations.

LADDERS

Inspect all ladders before use. Ladders will be equipped with non-slip feet and placed on a firm footing. Ladders will be securely fastened to prevent accidental movement.

Ladders will comply with and meet the requirements of the Occupational Health and Safety Act and any applicable regulations.

Stepladders will be fully open when in use. No one is allowed to work from the top step of a stepladder. Do not straddle stepladders.

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Tools and equipment will not be carried up and down a ladder.

STORAGE OF FLAMMABLES

Contractors/subcontractors are responsible for the safekeeping of any flammable materials they use. All flammable liquids will be bonded and grounded when dispensing.

COMPRESSED GAS CYLINDERS

All compressed gas cylinders will be secured in the upright position to prevent them from falling.

These cylinders will be secured whether they are full or empty. When not in use cylinder valve caps will be put in place. Cylinders will be moved using only an approved cart and securely fastened.

MACHINERY & TOOLS

Contractors/subcontractors are fully responsible for any machines or equipment they use or operate. Every mechanically powered vehicle, machine, tool and equipment will be inspected by a competent worker before it is first used on a project, in accordance with all applicable legislation.

The contractor/subcontractor will ensure that all machinery or equipment is used and maintained in a safe condition that does not endanger a worker. Machinery and equipment will be used and maintained in accordance with all applicable legislation.

Prior to any maintenance or repair work performed on any machine or equipment, full lock out procedures will be followed. A zero energy state will be achieved.

Power cords and hand tools themselves will be in good condition. If power tools are used outdoors or in wet locations, ground fault circuit interrupters (GFCI) will be used.

HOT WORK

Contractors/subcontractors will supply fire extinguishers and they will be kept within easy reach of all cutting, welding or other open flame jobs and on all other jobs where there is a possibility of ignition.

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Prior to beginning, the work area will be surveyed. Any combustible materials in the area will be removed.

A fire watch will be maintained during the work and for at least 30 minutes afterward.

EMERGENCY PROCEDURES

The contractor/subcontractor will establish written emergency procedures to be followed at the project.

These emergency procedures will be posted in a conspicuous location at the project.

In the event of an emergency situation the on site Manager/Supervisor will be notified immediately.

WHMIS

A material safety data sheet is available for all hazardous products used or stored at our workplaces.

The contractor/subcontractor is responsible for providing material safety data sheets for any WHMIS controlled products they bring into any of our facilities. The contractor/subcontractor is responsible for ensuring that all contractor's workers, or subcontractors, have WHMIS training as required.

SIGNAGE

It is the contractor/subcontractor's responsibility to post all appropriate warning signs at the project as required under the Construction Regulations.

WORKPLACE SAFETY AND INSURANCE BOARD

The contractor/subcontractor accepts full and exclusive liability for the payment of all premiums, assessments, etc. imposed under the Workplace Safety and Insurance Board (WSIB) and agrees to hold harmless and indemnify the Agency from any workplace safety and insurance claims made by him or his contractors.

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All contractors/subcontractors are required to provide a "Certificate of Clearance", from the WSIB. This will be submitted prior to any work beginning. The Contractor will continue to provide proof of coverage to the Agency as "Certificates of Clearance" are renewed.

If at anytime the contractor/subcontractor or the contractor's workers are unsure of the course of action to follow, work will stop and one of our Organization representatives will be immediately contacted for assistance.

Anyone not following work procedures, will be asked to immediately leave the premise. A copy of our Health and Safety Policy Statement is in your Human Resources Policy Appendix 12)

TERMINATION

This Agreement will be terminated prior to (date) in the following manner and circumstances:

- a) by the Agency at any time, where the Contractor has breached the terms of this Agreement;
- b) by either the Contractor or the Agency, by giving at least (insert amount) written notice to the other party.

AMENDMENTS

Any amendments to this Agreement will be made in writing and signed by both the Agency and the Contractor.

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DECLARATION

I have received and read the contractor's/subcontractor's agreement. I understand that I am fully responsible for ensuring that all of our staff, subcontractors and visitors comply with all necessary rules and regulations outlined therein and with all applicable Occupational Health and Safety Acts and/or Regulations.

Signature

Date

Company

Witness

Certificate of Clearance (from WSIB) Attach Here