

PHS Facilitator Agreement

In consideration of receiving training from the Mental Health Commission of Canada (“MHCC”) to deliver the Introduction to PHS and Integrating PHS programs (the “Program”), the receipt of which is acknowledged, I, **{{CONTACT_FULL_NAME}}** hereby agree as follows:

1. I will only deliver the Program (as provided herein) if: (i) I am advised in writing by the MHCC that I have successfully passed the aforementioned training; and (ii) I am thus qualified to do so;
2. I agree to present the Program and all materials related to the Program (the "Materials"), including without limitation all manuals, presentations, and handouts without any modification, additions or deletions. For the avoidance of doubt, I will not make any modifications or amendments whatsoever to the Materials (including any acknowledgments or disclaimers therein) or the Program without the MHCC's prior written consent;
3. When delivering the Program, I will: (i) do so in a competent, diligent and prudent manner; and (ii) use the most current version of the Materials that the MHCC has provided to me;
4. I agree to master the Materials to the standard of delivery that I have been trained;
5. I acknowledge that when I deliver the Program, I am doing so individually (or on behalf of my employer) and not on behalf of MHCC or any of its affiliates, subsidiaries or assigns and that while MHCC is responsible for the content of the Materials, I am (or my employer is) solely responsible for any liability arising from my conduct of the Program and any claim that a participant in the Program may have as a result of my (or my employers) acts or omissions. I hereby indemnify and agree to hold MHCC and its affiliates, successors and assigns harmless from any and all claims arising from my acts or omissions, in respect of my conduct during the delivery of the Program. I hereby release the MHCC its affiliates, successors and assigns from all such liabilities and claims.
6. I acknowledge that the MHCC has advised me that I (or my employer) should maintain appropriate insurance (such as comprehensive general liability insurance) to address any such liabilities or claims.
7. Only those participants who attend the full course will be deemed to have successfully completed the course and, therefore, be eligible to receive a certificate.
8. I will submit my class list within 7 days of course completion to MHCC via the link provided to my organization.
9. I acknowledge that if concerns arise from evaluations and/or other feedback, my status as a certified facilitator may be suspended or revoked.
10. If the outcome of the facilitator training is co-facilitator status, I acknowledge that I will be considered a co-facilitator until I have co-facilitated the Program three times, and participant/peer feedback is reviewed. An email will be received indicating a change of status once the feedback is reviewed. If concerns arise from evaluations and/or other feedback, my status as a co-facilitator may be extended, suspended, or revoked.
11. The programs can be delivered as follows:
 - i. Introduction to PHS (4 hours) can be delivered virtually or face-to-face:
 1. All content in one day
 - ii. Integrating PHS (10 hours) can be delivered virtually or face-to-face:
 1. The course may be delivered on separate days within a timespan of no longer than two weeks with the same cohort of participants.
12. To maintain certification, I must deliver a minimum of three courses per year, at least 1 course of each

(Introduction to Psychological Health and Safety (PHS) and Integrating PHS in the Workplace). (The facilitator year is determined by the month of the facilitator training, i.e., if I attend a facilitator training in March, then I must deliver three courses by the end of March each following year.)

13. By signing this agreement, I agree to abide by the following guidelines:
- i. Group size for virtual blended course delivery: 8-15 participants
 - ii. Group size for face-to-face course delivery: 8-25 participants
 - iii. Credit is not given for groups with fewer or more participants than the required group size range, as elaborated by the virtual blended or face-to-face course delivery.
 - iv. Maximum 2 facilitators for all course delivery.
 - v. When co-facilitating:
 1. All facilitators must be present for the entire course regardless of how the course is delivered. No exceptions.
14. I will either retain or return any Materials provided to me by MHCC but will not sell or otherwise transfer such materials to any third party. Only authorized Program facilitators may use the Materials provided.
15. I agree that should I have any concerns, recommendations, or suggestions about the Program, I will promptly provide this such feedback to MHCC.
16. I acknowledge that I will have reasonable access to the Opening Minds team for support and coaching.
17. I am responsible for communicating my updated contact information to MHCC.
18. I finally agree to (i) adopt any updates or modifications to the Program provided to me by MHCC in writing; (ii) undergo additional training requested by the MHCC; (iii) abide by any requirements of MHCC provided to me in writing; and (iv) become requalified to deliver the Program if requested by MHCC.
19. I acknowledge that MHCC may assign all or part of its benefits, rights, or obligations under this Agreement to its related entity, Mental Health Commission of Canada – Opening Minds ("OM"), provided OM agrees to be bound by the terms contained herein and assumes the obligations assigned on the effective date of such assignment.
20. I understand that any breach of the foregoing provisions may result in suspending my qualifications and/or revoking my qualification to deliver the Program by Opening Minds/MHCC.

In witness where of the parties have hereinto executed this Agreement as of the day and year noted.

\signature1\

Facilitator Name

Date: \date1\

\signature2\

Julie Donaldson
Director, Program Delivery
Opening Minds

Date: \date2\