

**The Working Mind for First Responders
2025 Facilitator Certification Training
Organization Agreement**

This agreement (this "**Agreement**") is made effective as of this [DATE] day of [MONTH], 2025 (the "**Effective Date**").

BETWEEN:

**ALBERTA MUNICIPAL HEALTH AND SAFETY ASSOCIATION
("AMHSA")**

- and -

[INSERT ORGANIZATION LEGAL NAME]
(the "**Organization**")

WHEREAS:

- A. AMHSA has been provided grant funding from the Government of Alberta (the "**Grant Funding**") under the Supporting Psychological Health in First Responders ("**SPHIFR**") Cycle 5 2024 / 2025 to provide limited opportunities for individuals in certain organizations located in Alberta to attend the 2025 Facilitator Certification Training course for the delivery of The Working Mind for First Responders program and Family Package sessions (collectively, the "**Training Program**") at no cost to the individual participants or their organizations (subject to this Agreement);
- B. the individuals listed in Schedule "A" to this Agreement are [employees] of the Organization and have applied to attend and participate in the Training Program (the "**Participants**");
- C. the Organization will benefit from the Participants attending and participating in the Training Program;
- D. to ensure the greatest benefit is obtained from the Grant Funding, AMHSA requires the Organization to ensure the Participants adhere to certain obligations set out in this Agreement; and
- E. the Organization has agreed to use its best efforts to ensure the Participants adhere to the obligations set out in this Agreement, and to reimburse AMHSA for the costs of the Training Program if such obligations are not adhered to by the Participants.

NOW THEREFORE, in consideration of AMHSA covering the cost for the Participants to attend and participate in the Training Program, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Organization agrees as follows:

Training Program Details

The Training Program is to be performed over five (5) consecutive days in a group of 8-12 participants. Unless otherwise agreed to between AMHSA and the Organization, the Training Program will be provided to the Participants virtually over Zoom, Microsoft Teams or other video conferencing software of similar capability (the "**Virtual Platform**").

The Organization agrees to use its best efforts to assist the Participants in accessing and/or attending the Training Program, whether virtual or in person, including by, without limitation, providing the Participants with appropriate technology to access the Virtual Platform (as applicable).

The Organization acknowledges that the Participants' failure to access and/or attend the Training Program, such as by failure to access the Virtual Platform, **will not** relieve the Participants of their attendance commitment set out in this Agreement and any obligations of the Organization resulting therefrom.

Attendance and Participation in Training Program Subject to Application Process

The Organization acknowledges that registration for the Training Program and the Organization's execution of this Agreement are some of several steps in the application and selection process for participants to participate in and attend the Training Program. The Organization acknowledges that completion of the above steps does not guarantee the Participants a spot in the Training Program.

The Organization further acknowledges that the Training Program is being delivered by Opening Minds ("**OM**") and/or the Mental Health Commission of Canada ("**MHCC**") and that this Agreement is in addition to any forms or requirements from OM and/or MHCC to apply for and manage the Training Program.

AMHSA Covering the Cost of the Training Program

The cost of the Participants attendance at the Training Program is being paid for by AMHSA through the Grant Funding. Attendance and participation in the Training Program is therefore provided at no cost to the Participants or the Organization if the Participants are selected to attend the Training Program, subject to the terms of this Agreement.

Notwithstanding the foregoing, the Organization acknowledges that the Participants, or the Organization on the Participants behalf, will be responsible for any application fee and/or completion fee required by OM and/or the MHCC as part of their application and completion process.

Attendance Commitment

The Organization acknowledges that the Participants must attend the entire Training Program as scheduled. Participants may not miss more than a total of 30 minutes of the Training Program's live

sessions. If any of the Participants misses more than 30 minutes of the Training Program's live sessions, at the discretion of OM, MHCC and/or AMHSA, the Participant may not be permitted to go back into the Training Program, the Participant may not receive a completion certificate, and at AMHSA's sole discretion, the Organization may be charged a Repayment Fee with respect to that Participant in accordance with the No-Show Policy set out below.

The Organization agrees to use its best efforts to cause the Participants to meet the attendance commitments set out above, including by, without limitation, allocating sufficient time for the Participants to attend and participate in the Training Program.

Cancellation Policy

The Organization acknowledges that cancellation of any of the Participants attendance and participation in the Training Program must be communicated in writing to AMHSA by the Organization and received by AMHSA not less than eight (8) calendar weeks before the Training Program start date (the "**Cancellation Policy**").

If the Organization cancels a Participant's spot in the Training Program in strict compliance with the Cancellation Policy, the Organization will not be subject to the No-Show Policy or charged a Repayment Fee with respect to that Participant.

Backup Participant

If the Organization has missed the window to cancel a Participant's attendance in the Training Program in accordance with the Cancellation Policy, the Organization must provide a pre-authorized backup participant (a "**Backup Participant**") at least four (4) calendar weeks before the Training Program start date should that Participant become unable to attend the Training Program. Pre-authorization means that the Organization, on behalf of the Backup Participant, has applied for and received confirmation from OM, MHCC and/or AMHSA that the Backup Participant is pre-authorized as a Backup Participant.

The Organization acknowledges that in the event that the Backup Participant attends the Training Program in place of a Participant, the Backup Participant is required to attend the entire Training Program in accordance with the attendance commitment set out above. For greater clarity, only the Participant OR the Backup Participant in place of the Participant may attend the Training Program. A Participant and the Backup Participant cannot partially attend the Training Program in any way or "share" the training.

No-Show Policy

The Organization acknowledges that the Grant Funding, and therefore space in the Training Program, is limited. If any of the Participants fails to attend the Training Program in accordance with this Agreement (specifically the attendance commitment set out above), the Organization fails to provide pre-authorized Backup Participants(as necessary), or any Backup Participant fails to attend the Training Program in accordance with this Agreement (as necessary), AMHSA, at its sole discretion, may demand full repayment of the costs associated with that specific Participant or

Backup Participant's spot in the Training Program from the Organization (a "**Repayment Demand**"), which amounts to CA\$3,000.00 per Participant (the "**Repayment Fee**").

Upon receipt of a Repayment Demand, the Organization agrees to repay the Repayment Fee to AMHSA as directed by AMHSA within 30 calendar days of the scheduled completion of the Training Program.

(this section is collectively, the "**No-Show Policy**")

Participant Surveys

As part of the agreement that governs AMHSA's receipt of the Grant Funding from the Government of Alberta, AMHSA is required to provide a detailed analysis based on feedback from participants in the Training Program. To achieve this, participants are requested to complete both a pre-training survey and a post-training survey administered by the University of Calgary (collectively, the "**Surveys**").

The Organization agrees that it will use its best efforts to cause the Participants to promptly complete the Surveys when received by the Participants or within any timelines expressly given by AMHSA or the University of Calgary. The Organization acknowledges that completion of the Surveys as contemplated above is critical to the success of the AMHSA's grant program and that failure of any of the Participants to complete the Surveys as contemplated above may result in the Participants and/or the Organization not having access to future SPHIFR grant programs as administered by AMHSA.

Release of Liability

The Organization acknowledges and agrees that AMHSA, OM, MHCC, the Government of Alberta and the University of Calgary are not liable for any damage or loss of personal property, personal injury, illness, disability or death to the Participants or any other stakeholders of the Organization as it relates to the Participants attendance and participation in the Training Program.

The Organization, on behalf of itself, its representatives, successors and assigns, hereby forever releases, discharges and waives any and all causes of action, manners of action, actions, proceedings, liabilities, demands and claims (collectively, "**Demands and Claims**") of any kind or nature whatsoever against AMHSA, OM, MHCC, the Government of Alberta or the University of Calgary, directly or indirectly, based upon, arising out of or in any way related to the Participants attendance and participation in the Training Program and any and all matters ancillary thereto, whether in contract, tort, equity or however caused, which the Organization may have or may have in the future, including, without limitation, any Demands and Claims for damage or loss of personal property, personal injury, illness, disability or death resulting from the Participants attendance and participation in the Training Program and/or negligence on the part of AMHSA, OM, MHCC, the Government of Alberta or the University of Calgary.

General

This Agreement shall serve to benefit and bind AMHSA and the Organization and their respective heirs, executors, administrators, successors, representatives, agents and assigns.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Organization has executed this agreement as of the Effective Date.

[INSERT ORGANIZATION LEGAL NAME]

By:

Name: **[INSERT NAME]**

Title: **[INSERT TITLE]**

*I have authority to bind the
Organization.*

Schedule "A"

Participant Information

Name:	[participant full name]
Title:	[participant job title]
Email:	[participant email address]
Phone Number:	[participant phone number]

Backup Participant Details (as necessary):

Name:	[backup participant full name]
Title:	[backup participant job title]
Organization:	[backup participant organization, if applicable]
Email:	[backup participant email address]
Phone Number:	[backup participant phone number]

[NTD: Reproduce the above tables for each additional participant and their backup participant (as necessary).]