

# Request for Qualifications

## California Stormwater Quality Association (CASQA)



## Industrial General Permit Trainers of Record

Release: July 3, 2024

Responses due: August 19, 2024, 5:00 PM PDT

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## Attachments:

- A An Outline of the IGP QISP Training Content
- B SOQ Certification Statement
- C Template of the IGP ToR Agreement with CASQA

## 1. Call for Trainers

CASQA is seeking qualified industrial stormwater trainers to provide the official Qualified Industrial Stormwater Practitioner (QISP) training associated with the California Industrial General Permit Order No. 2014-0057-DWQ, as Amended by Order WQ 2015-0122-DWQ & Order WQ 2018-0028-DWQ, hereafter referred to as the IGP. Individuals who are selected and complete the qualification process will serve as official IGP Trainers of Record (ToRs) and provide the official training to qualify individuals as QISPs. Individuals interested in becoming an IGP Trainer of Record should provide a detailed response to this Request for Qualifications, in the form of a Statement of Qualifications (SOQ).

## 2. IGP Training Program Administration

In collaboration with the State Water Resources Control Board (State Water Board), CASQA administers the IGP Training Program. The IGP Training Team (IGPTT), a collaborative group of industrial stormwater professionals and trainers, advises CASQA and the State Water Board on the IGP Training Program. The IGPTT encompasses a cross-section of professionals involved with industrial stormwater regulation, compliance, and training.

CASQA's administration of the IGP Training Program includes selection and qualification of trainers to provide the IGP QISP training, oversight of the IGP QISP Training provided by the IGP ToRs, issuing certificates to QISPs and ToRs, collection of fees to cover the costs of administering the IGP QISP Training Program, development and maintenance of the IGP Training webpages located on the CASQA website at [www.casqa.org](http://www.casqa.org), evaluation and renewal of QISP and IGP ToR qualifications, and refresher training.

## 3. IGP Training Content

The IGP requires that all entities subject to the permit with a Level 1 or 2 Exceedance Response Action regulatory status and that are considered a New Discharger discharging to a 303(d)-listed impaired water body are required to appoint a Qualified Industrial Stormwater Practitioner (QISP) who must obtain appropriate training and certification. This training has been developed by the IGP Training Team and is the official training for QISP qualifications. An outline of the IGP QISP Training Content is provided in Attachment A.

## 4. Candidate Trainer Selection Criteria

IGP Trainer of Record Candidates must demonstrate the following competencies in their submitted qualifications:

1. **Credentials** – Candidates must provide their current QISP Certificate to qualify as a Trainer of Record as identified in Section H “Training Qualifications” (p. 141) of the [IGP Fact Sheet](#). NOTE: Individuals approved by CASQA as Candidate IGP Trainers of Record who obtained their QISP certificate through the self-guided program for California Board of Professional Engineers, Land Surveyors and Geologists (CBPELSG Licensee) will need to complete the [self-paced online training \(Step 2\)](#) and [take and pass the midterm online exam \(Step 3\)](#) before being qualified as an IGP Trainer of Record.
2. **California Industrial General Permit Implementation Experience and/or Industrial Stormwater Management Experience** – The Candidate must quantify, in number of years of experience, his/her California Industrial General Permit implementation experience and/or industrial stormwater management experience. Candidates must list and provide brief (no more than 1,000 words total for both descriptions) descriptions of two example projects and/or SWPPPs, completed by the candidate that demonstrates California Industrial General Permit implementation experience and/or industrial stormwater management experience. The candidate should demonstrate working knowledge of the current California Industrial General Permit. One of the two examples provided by the candidate must be for work conducted for the current California Industrial General Permit. **Those SOQs that do not quantify years of experience in California Industrial General Permit implementation and/or industrial stormwater management experience will not be considered.**

3. **Training Experience** - The Candidate must quantify, in number of years of experience, his/her training experience. Candidates must list and provide brief (no more than 1,000 words total for both descriptions) descriptions of two example projects that identify the ability to effectively instruct in an educational setting. **Those SOQs that do not quantify years of training experience will not be considered.**

## 5. Trainer Selection and Qualification Process

1. **Review of SOQs:** A review panel, consisting of members of the IGP Training Team, will review and evaluate all SOQs submitted by the deadline (see Section 8) based on the competencies identified in Section 4.

Each SOQ will be evaluated and weighted with a maximum of 100 points available.

- Training Experience – 45 points
- California Industrial General Permit Implementation Experience and/or Industrial Stormwater Management Experience – 55 points

An SOQ must achieve a minimum of 70 points to be selected as a Candidate Trainer of Record, including a minimum of 35 points for Training Experience and a minimum of 35 points for California Industrial General Permit Implementation and/or industrial stormwater management experience.

2. **Selection of Candidate IGP Trainers of Record:** The IGPTT Trainer Qualification Panel will recommend qualified applicants, based on the competencies identified in Section 4, as Candidate IGP Trainers of Record to CASQA. CASQA will review and approve the list of selected Candidate IGP Trainers of Record. Approved Candidate IGP Trainers of Record will be notified via email. Those individuals not selected will also be notified via email with an identification of the deficiencies in competencies required.
3. **Mandatory IGP Trainers of Record Orientation Webinar:** The IGPTT will conduct a mandatory one-hour orientation webinar for the Candidate IGP Trainers of Record. Candidate IGP Trainers of Record are required to attend the orientation webinar in order to be approved as an IGP Trainer of Record. Information for the mandatory webinar will be included in the notification email.
4. **Qualification of IGP Trainers of Record:** Those Candidate IGP Trainers of Record who attend the mandatory orientation webinar will be eligible to become qualified as IGP Trainers of Record. To complete the qualification process, each eligible Candidate IGP Trainer of Record will be required to (1) pay a non-refundable registration fee as identified in Section 7, and (2) sign an agreement with CASQA. A template of the agreement is provided in Attachment C for information only and not to be signed. After completion of all qualification steps, CASQA will issue a Certificate of Qualification that is valid for one year. Trainers of Record (ToRs) must annually renew their qualification ([renewal information is available on CASQA's website](#)).
5. **Qualified to Provide Training.** The list of Qualified IGP Trainers of Record will be posted on CASQA's website. The Qualified IGP Trainers of Record will then be able to provide the IGP QISP Training to the public.

## 6. Statement of Qualifications: Required Content

Individuals interested in becoming an IGP Trainer of Record must submit the following in their SOQ:

- ToR Applicant<sup>1</sup> Biographical Information
  - First and Last Name
  - Physical Address (Number & Street, City, State, Zip Code)
  - Office Phone Number
  - Email Address
  - Name of Employer of ToR Applicant
  - Employer of ToR Applicant Physical Address (Number & Street, City, State, Zip Code)
  - Employer of ToR Applicant Phone Number
  - ToR Applicant Current Employment Start Date
- A narrative (no more than 1,000 words total) describing two (2) project examples of California Industrial General Permit implementation and/or industrial stormwater management experience, and a narrative (no more than 1,000 words) describing two (2) project examples demonstrating the ability to effectively instruct in an educational setting.
- Current QISP Certificate.
- Two-page resume including education and experience that clearly quantifies years of California Industrial General Permit implementation and industrial stormwater management experience and clearly quantifies years of training/educational experience. **Those SOQs that do not have resumes that clearly quantify years of California Industrial General Permit implementation and industrial stormwater management experience and years of training experience will not be considered.**
- Two (2) professional letters of recommendation clearly referencing California Industrial General Permit implementation and/or industrial stormwater management experience and training experience with reference contact information. Each letter of recommendation can reference experience in either or both categories, 1) California Industrial General Permit implementation experience and/or industrial stormwater management experience; and 2) training experience, however between the two letters references for both categories must be provided. **Those SOQs that do not have, between the two letters, references for both categories 1) California Industrial General Permit implementation experience and/or industrial stormwater management experience; and 2) training experience, will not be considered.**
- Signed SOQ certification statement, provided in Attachment B.

## 7. Statement of Qualifications: Submittal Requirements

To submit your SOQ, complete the following steps:

1. **Pay the SOQ Submittal Fee.** Payment of a non-refundable SOQ Submittal Fee is required. The current fee is \$530 for first time applicants and \$280 for applicants who previously submitted but were not qualified. This fee covers the review and evaluation of the SOQs submitted and [shall be paid online](#) (credit card only). Note that no portion of this fee will be returned to you in the event that you do not meet the minimum qualification requirements.

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<sup>1</sup> Note: Biographical information is for the ToR applicant only and not biographical information for a person submitting on behalf of the ToR applicant.

2. **Upload your SOQ.** After payment is received, a confirmation email will be sent. This email will contain the link to upload your SOQ. All SOQs must be submitted as a single PDF file.

Uploading an SOQ and making a payment is straightforward but CASQA strongly advises SOQ submitters not to wait until the last minute to start the process. SOQ submitters are solely responsible for submitting a complete SOQ by the submittal deadline. Submittals not completed by the deadline will not be accepted. There is no file size limit for SOQs but it is the responsibility of the submitter to ensure the SOQ is received electronically by CASQA. CASQA encourages submitters to confirm receipt of their SOQs by CASQA by the deadline.

## 8. Timeframe for Trainer Qualification

- RFQ Release: July 3, 2024
- SOQ Submittal Deadline: August 19, 2024, by 5:00 PM PDT
- Selection and Notification of Candidate IGP ToRs: week of September 9, 2024
- Mandatory IGP ToR Orientation Webinar (virtual): **September 18, 2024 at 11:00 AM PDT**
- Instructions to pay ToR Registration Fee and execute ToR Agreement: September 19, 2024
- ToR Renewal: Annually by July 1<sup>st</sup>

## **Attachment A**

## Annotated Industrial General Permit (IGP) Qualified Industrial Stormwater Practitioner (QISP) Training Course Outline

Training Module	Classroom
<b>Module 0</b>	
<ol style="list-style-type: none"> <li><b>1. Provide and agenda for the day</b></li> <li><b>2. Introduction and Background for Order 2014-0057-DWQ (IGP)</b> <ul style="list-style-type: none"> <li>• Brief background on the Clean Water Act authority to require this National Pollutant Discharge Elimination System (NPDES) permit in California</li> <li>• Only covers Discharges to waters of the United States (WOTUS)</li> <li>• IGP Reissuance Effective Date: July 1, 2015</li> <li>• IGP Amendment Effective Date: July 1, 2020</li> <li>• Activities covered (Attachment A, not activities in Section I.B)</li> <li>• Based on Standard Industrial Classification (SIC) Code system</li> </ul> </li> <li><b>3. Responsibilities of a Qualified Industrial Storm Water practitioner (QISP, Section IX, Attachment C)</b> <ul style="list-style-type: none"> <li>• Activities in the IGP that require a QISP:                             <ul style="list-style-type: none"> <li>○ New Dischargers with direct discharges (or discharge directly via a municipal separate storm sewer system or MS4) to 303(d) listed water bodies</li> <li>○ Level 1 Exceedance Response Actions (ERAs)</li> <li>○ Level 2 Exceedance Response Actions (ERAs)</li> </ul> </li> </ul> </li> </ol>	.5 hr
<b>In-class questions on on-line content/common questions</b>	1 hr
<b>Module 1</b> - Background and training layout, this will mention things like the exam is questions only, not guided and that the training pulls from the permit and the scenarios. We can also give a back ground on the industrial permit promulgation.	
<b>Module 2</b> - SWPPP and BMPs + 1 site scenario for reference	
<b>Module 3</b> - Monitoring and ERAs + 1 site scenario for reference	
<b>Module 4</b> <ol style="list-style-type: none"> <li><b>1. 2018 General Permit Amendment</b> <ul style="list-style-type: none"> <li>• Total Maximum Daily Loads (TMDLs)                             <ul style="list-style-type: none"> <li>○ Definition of a Responsible Discharger (when do TMDL requirements apply)</li> </ul> </li> </ul> </li> </ol>	2 hr



<ul style="list-style-type: none"><li>○ General Purpose of the Water Board online Map Tool for TMDLs</li><li>○ Schedule for TMDL implementation (amendment effective date, TMDL-specific schedules in Attachment E)</li><li>○ Implementation requirements (numeric action levels and additional TMDL numeric action levels, numeric effluent limitations, etc.)</li><li>• Sufficiently Sensitive Test Methods<ul style="list-style-type: none"><li>○ What are the IGP permit limits (numeric action levels, numeric effluent limitation, TMDL numeric action levels, U.S. EPA effluent limitation guidelines)</li><li>○ How to determine if a method is sufficiently sensitive using Method Detection Limit (MDL) and Reporting Limit (RL) from the laboratory</li><li>○ Reporting MDL and RL in SMARTS</li></ul></li><li>• Attachment I Compliance Options<ul style="list-style-type: none"><li>○ Section I: General Provisions</li><li>○ Section II: On-Site Option overview<ul style="list-style-type: none"><li>▪ Design standard requires the continual 85<sup>th</sup> percentile volume reeducation and is a larger volume than the design storm standards in Section X of the IGP</li><li>▪ Requires California licensed professional civil engineer</li><li>▪ Infiltration BMPs include Maximum Contaminant Level compliance, Table A</li></ul></li><li>○ Section III: Off-Site Option overview<ul style="list-style-type: none"><li>▪ Design standard same as On-Site, Regional Water Quality Control Board can approve an alternate draw-down time</li><li>▪ Agreement requires Regional Water Quality Control Board approval and includes public comment</li><li>▪ Implementation schedules</li></ul></li><li>○ Section IV: Groundwater Protections overview<ul style="list-style-type: none"><li>▪ Applies to On-Site Option and Off-Site Option</li><li>▪ Local requirements</li><li>▪ Overview of Table B applicability</li></ul></li></ul></li><li><b>2. Receiving Water</b><ul style="list-style-type: none"><li>• How to determine a facility's receiving water (WOTUS)</li><li>• When to apply the tributary rule</li><li>• Definition of a New Discharger</li><li>• New Dischargers 303(d) requirements and</li><li>• Existing Dischargers and 303(d) impairments</li></ul></li></ul>	
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<ul style="list-style-type: none"> <li>• Hydrologic Unit Code (HUC) 10 Watershed and 303(d) impairments</li> <li>• Water Quality Based Corrective Actions</li> <li>• Tributary Rule – Tributaries to WOTUS</li> <li>• Provide 1 site scenario on New Dischargers and 303(d) impairments</li> </ul> <p><b>3. SMARTS (option to use public SMARTS help guides)</b></p> <ul style="list-style-type: none"> <li>• Creating a user account</li> <li>• Users roles in SMARTS: Legally Responsible Person (LRP), Duly Authorized Representative (DAR), Data Entry Person (DEP)</li> <li>• Discharger Enrollment for the Notice of Intent (NOI)</li> <li>• Monitoring Data Entry</li> <li>• How SMARTS Tracks ERAs</li> <li>• Annual Reports</li> </ul> <p><b>4. NEC</b></p> <ul style="list-style-type: none"> <li>• Light Industry Exemption – no longer in the regulations</li> <li>• No Exposure Certification (NEC) Criteria “Checklist”</li> <li>• NEC in SMARTS</li> </ul>	
<p><b>ERA Process and Examples</b> (option choose from quiz and exam site scenarios)</p> <p><b>1. ERA Timeline</b></p> <ul style="list-style-type: none"> <li>• Baseline Status</li> <li>• Numeric Action Levels</li> <li>• Level 1 ERA</li> <li>• Level 1 Report</li> </ul> <p><b>2. Level 2 ERA</b></p> <ul style="list-style-type: none"> <li>• Level 2 ERA Action Plan</li> <li>• Level 2 ERA Technical Report</li> <li>• Industrial Activity BMP Demonstration Option 1 (eliminating numeric action level (NAL) exceedances)</li> <li>• Industrial BMP Demonstration Option 2 (not eliminating NAL exceedances)</li> <li>• Non-Industrial Pollutant Source Demonstration</li> <li>• Natural Background Pollutant Source Demonstration</li> </ul>	2 hr
<p><b>Monitoring and Sampling</b></p> <ol style="list-style-type: none"> <li><b>1. Defining drainage areas</b></li> <li><b>2. Determining proper sample location</b></li> <li><b>3. Proper sample collection</b></li> <li><b>4. Determining correct pollutants</b></li> <li><b>5. Monitoring documentation</b></li> <li><b>6. Lab reporting</b></li> <li><b>7. Sampling Methods</b></li> <li><b>8. Quality Assurance and Quality Control of samples</b></li> </ol>	.5 hr
<p><b>In-Class IGP ToR Discretionary Time</b> Examples:</p>	1 hr

<ol style="list-style-type: none"> <li><b>1. Comprehensive SWPPP development/Review</b></li> <li>QISP Compliance Evaluation Topics             <ul style="list-style-type: none"> <li>○ SWPPP Review</li> <li>○ Site Evaluation</li> <li>○ Source Evaluation</li> <li>○ Minimum BMP Evaluation</li> <li>○ Advanced BMPs</li> <li>○ Additional BMPs</li> </ul> </li> <li><b>2. Monitoring and Implementation Plan (MIP) Review</b></li> <li><b>3. Industry Specific Content and Key BMPs</b></li> <li><b>4. Ocean Plan Requirements</b></li> <li><b>5. Compliance Groups</b></li> <li><b>6. No Exposure Certification (NEC)</b></li> <li><b>7. Plastic Materials</b></li> <li><b>8. Notice of Non-Applicability (NONA)</b></li> <li><b>9. Standard Industrial Classification (SIC) code training (based on SWRCB SIC code video)</b></li> <li><b>10. Detailed use of the Water Board online Map Tool</b></li> </ol>	
<p>Total Time</p>	<p>7 hr</p>

## **Attachment B**



## California Stormwater Quality Association®

*Dedicated to the Advancement of Stormwater Quality Management, Science and Regulation*

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I certify that all information submitted in my IGP Trainer of Record Statement of Qualifications is true. I certify that I will not advertise, announce, or otherwise claim that I am an IGP Trainer of Record until I receive a fully executed copy of the Trainer of Record Agreement with CASQA and my Certificate of Qualification. Once fully qualified, in referencing my status as a Trainer of Record, I will not refer to myself as “State approved” or make an equivalent reference to the State of California or the Water Boards. I may refer to myself as “CASQA qualified” and/or as a “IGP-ToR”. I will not apply a CASQA, State of California, or Water Board logo to my advertisements, marketing materials, websites, or other materials. Classes that I provide will be held in-person under my responsible charge, and will contain the minimum content and class time specified by CASQA and the SWRCB. Unless the Trainer of Record has been qualified by CASQA to offer and conduct training live using the Internet (i.e., virtual training), on-line training is not allowed for the classroom portion of the qualified QISP training.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## Attachment C

## **Agreement Qualified IGP QISP Trainer of Record California Industrial General Permit**

The California Stormwater Quality Association (hereinafter referred to as “CASQA”) maintains a State Water Resources Control Board (hereinafter referred to as “State Water Board”) Qualified Industrial General Permit (IGP) QISP (Qualified Industrial Storm Water Practitioner) Training Program (IGP QISP Training). As part of the agreement between CASQA and the State Water Board, CASQA’s roles and responsibilities include, but are not limited to, administering the process to qualify and approve Trainers of Record, which are qualified to instruct the IGP QISP training course for entities to comply with the IGP.

In furtherance of CASQA’s obligations under the agreement with the State Water Board, CASQA hereby enters into this Agreement with the Trainer of Record, who must be a Qualified Industrial General Permit (IGP) QISP (Qualified Industrial Storm Water Practitioner) Trainer of Record (hereinafter referred to as “Trainer of Record”) (collectively referred to individually or collectively as Party or Parties), to provide services related to and including **IGP QISP Training**. This Agreement contains the mutual rights and responsibilities of CASQA and the Trainer of Record and their relationship to each other.

### **1.0 GENERAL PROVISIONS**

- 1.1** This Agreement covers services provided by the Trainer of Record for IGP QISP Training for a period of one (1) year, starting on July 1 of 2022. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless (a) one Party provides written notice to the other Party at least 60 days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement, or (b) the Trainer of Record for the IGP QISP fails to maintain a valid Certificate of Qualification. Each Party reserves the right to not renew the term of this Agreement for any reason.
- 1.2** The Trainer of Record agrees and understand that Trainer of Record services, provided under this Agreement are those as developed by the California Industrial General Permit Training Team (IGPTT), which is led by the State Water Board and CASQA. Services are defined as presentation of IGP QISP Training Materials (see Section 3 of this document) (also referred to as courses) prepared by the IGPTT and provided to the Trainer of Record for instructing the IGP QISP Training.
- 1.3** The Trainer of Record understands that by agreeing to the terms of this Agreement that CASQA does not in any way guarantee any number of, or specific sites for, the services covered by this Agreement.
- 1.4** The Trainer of Record agrees to not advertise, announce, or otherwise claim that he/she is a Trainer of Record for the IGP QISP Training unless he/she has a Certificate of Qualification. In referencing his/her status as a Trainer of Record, the Trainer of Record shall not refer to himself/herself as “State approved” or make an equivalent reference to the State of California or the Water Boards. The Trainer of Record may refer to himself/herself as “CASQA qualified” and/or as an “IGP-ToR”.

The Trainer of Record shall not apply a CASQA, State of California, or Water Board logo to their advertisements, marketing materials, websites, or other materials.

- 1.5 The Trainer of Record is free to withdraw from this Agreement at any time by giving CASQA express written notification at least 30 days in advance of withdrawal. Any fees paid to CASQA for the current year by a withdrawing Trainer of Record shall not be reimbursable by CASQA to the withdrawing Trainer of Record.
- 1.6 The Trainer of Record is responsible for maintaining the accuracy of his/her contact information provided to CASQA. The Trainer of Record agrees to provide CASQA notice of any changes to his/her contact information within 30 days of the change occurring. Contact information provided to CASQA needs to include the following: a physical address; phone number; email address; name of company (if applicable); and, professional website address (if one is maintained and applicable).
- 1.7 CASQA agrees to post information about Trainers of Record on its website, including name, contact information, and Certificate of Qualification expiration date.

## **2.0 QUALIFICATIONS FOR BECOMING AND MAINTAINING TRAINER OF RECORD STATUS**

- 2.1 The Trainer of Record subject to this agreement understands and acknowledges that a Trainer of Record for the IGP QISP Training must be a current QISP in good standing, and must be qualified by CASQA as a Qualified IGP QISP Trainer or Record.
- 2.2 The Trainer of Record acknowledges and understands that the Trainer of Record's credentials are a significant consideration in the Trainer of Record selection process and for maintaining Trainer of Record status. Accordingly, the Trainer of Record agrees to immediately notify CASQA should any credential held by the Trainer of Record become suspended, revoked, cancelled, not renewed, placed in inactive status, placed in retired status, placed in a non-practicing status, or becomes delinquent, as a result of voluntary or involuntary disciplinary actions, failure to comply with continuing education requirements, voluntary or involuntary self-designations, or nonpayment of credential fees. For the purposes of this section, "credentials" means any credential defined in the Industrial General Permit as qualifying a person to be a QISP, and "immediately" notifying CASQA shall mean notifying CASQA's Executive Director in writing within 30 days of the effective date of the described actions. The Trainer of Record shall not act as a Trainer of Record between the effective date of the described action and the notification to CASQA, and for a period of 60 consecutive calendar days following the notification to CASQA, during which time CASQA shall consider whether the Trainer of Record may continue to maintain its Trainer of Record status for the IGP QISP Training.
- 2.3 The Trainer of Record subject to this Agreement understands and acknowledges that to be a Trainer of Record for the IGP QISP Training that the Trainer of Record needs to have attended a Trainer of Record Orientation Workshop. Further, the Trainer of Record understands and agrees as part of this Agreement to attend Renewal Training to maintain Trainer of Record status as required by CASQA.
- 2.4 The Trainer of Record understands that an Assisting instructor(s) may be used without the approval of CASQA but agrees that any assisting instructor(s) is



instructing under the direction and responsibility of the Trainer of Record, and that the Trainer of Record is responsible for the performance of the assisting instructor in meeting the terms of this agreement, including adhering to the Professionalism requirements under Section 4 of this document.

- 2.5 Pursuant to the terms of this Agreement, approved Trainers of Record are required to maintain a valid Certificate of Qualification.

### 3.0 IGP QISP TRAINING MATERIALS

- 3.1 CASQA agrees to provide the Trainer of Record with exclusive IGP QISP Training Materials.

- 3.2 CASQA has prepared and maintains CASQA's best management practice (BMP) Handbook Portal that is available to the public through a subscription service. The Trainer of Record has access to the BMP Handbook / Portal if they obtain and maintain a valid subscription separate and apart from this Agreement. As long as the Trainer of Record has a valid subscription to the BMP Handbook/Portal, CASQA agrees, as a term of this Agreement, to allow the Trainer of Record to use CASQA's best management practice (BMP) Handbook/Portal for the specific uses described here:

- a. online access and demonstration of BMP Handbook / Portal during training,
- b. incorporation of still images from BMP Handbook / Portal into electronic training presentation, and
- c. paper printing of PDF of training presentation and distribution to IGP QISP students. The Trainer of Record **does not** have permission to provide electronic copies of the BMP Handbook / Portal, including portions thereof (e.g., SWPPP Template) to his/her students.

- 3.3 The Trainer of Record understands and acknowledges that any use of CASQA's BMP Handbook/Portal by the Trainer of Record beyond those uses described in paragraph 3.2 are beyond the scope of this Agreement and are subject to CASQA's Copyright Statement and conformance with the Permission to Use provisions that are part of CASQA's BMP Handbook/Portal.

- 3.4 The Trainer of Record agrees that services provided under this Agreement must adhere to and cover the IGP QISP Training Materials as prepared by the IGPTT. CASQA understands that the Trainer of Record may also supplement the required course outline and content as the Trainer of Record determines is appropriate. The Trainer of Record understands that significant deviations from the course outline may lead to dissatisfaction from course participants and may be perceived as a misrepresentation of the qualifications material. Any deviations from the course outline and content are at the discretion of the Trainer of Record, except as limited by paragraph 3.5.

- 3.5 Any supplemental materials must be restricted to the subject matter of the course and may not include any promotional materials for the Trainer of Record or his/her organization.

#### 4.0 ADDITIONAL RESPONSIBILITIES OF THE TRAINER OF RECORD

- 4.1 The Trainer of Record agrees to provide the minimum classroom instruction hours as stated in the IGP QISP Training Materials. The Trainer of Record agrees that the maximum amount of instruction to be provided on any single day may not exceed 10 hours per day. When calculating classroom instruction hours, 15-minute breaks may count toward the total and daily minimums; the lunch breaks will not count toward the total and daily minimums.
- 4.2 The Trainer of Record agrees to: Set up his/her IGP QISP Training course(s) with dates and locations, and, may as an option, inform CASQA of the dates of all upcoming courses and provide this information to CASQA for the purpose of listing the course(s) on the CASQA website.
- 4.3 The Trainer of Record agrees to be responsible for handling all financial transactions associated with his/her IGP QISP Training course(s). This includes, but is not limited to, registration, course materials, audio/visual, and classroom arrangements.
- 4.4 The Trainer of Record agrees to conduct IGP QISP Training only in-person, physically with his/her students, unless the Trainer of Record has been qualified by CASQA in advance to offer and conduct live training using the Internet or other approved electronic formats (i.e., virtual training).
- 4.5 The Trainer of Record agrees and understands that part of their responsibility includes entering information about their students online using the Office of Water Programs website. The information to enter online must include each student's name, direct e-mail address, phone number, and SSN4 (last four digits of Social Security Number). For the process to work effectively and efficiently, the Trainer of Record agrees to **enter student's information into the online system by the end of the last day of their training class. Such action is necessary because** students may register and take the exam(s) as soon as they complete the IGP QISP Training course, which could be as soon as the same day their training ends. If their information has not been entered into the online system, the exam system will not recognize the student and will not allow the student to proceed to testing. Only a Trainer of Record, or their designee, may enter student information to start the process (i.e., a student may not do so).
- 4.6 CASQA encourages Trainers of Record to make themselves available to assist participants with questions regarding course content, before, during and after the course but not during the exam.
- 4.7 In certain circumstances when the exam(s) are administered on paper rather than online, the Trainer of Record may not be the Proctor for exams. Proctoring of exams is handled separately and is beyond the scope of this Agreement.
- 4.8 The Trainer of Record agrees that CASQA, or its agent, maintains the right to audit the Trainer of Record's IGP QISP Training courses and review, obtain, and copy all records pertaining to performance of this Agreement. The Trainer of Record agrees to provide CASQA, or its agent, with any relevant information requested for the

purpose of determining compliance with this Agreement. The Trainer of Record further agrees to maintain such records for the most recent successive period of three (3) years from the term of this Agreement.

- 4.9** The Trainer of Record acknowledges and understands that the cancelling of training courses causes disruption to many. Accordingly, the Trainer of Record agrees to avoid cancelling scheduled courses as much as possible. In the event that cancellations are unavoidable, the Trainer of Record agrees to notify each registered student at least 48 hours in advance of the scheduled start time. The Trainer of Record also agrees to notify registered students at least 48 hours in advance of a scheduled start time of a training course, of any change to the timing, location, or delivery of a scheduled training course, and the Trainer of Record agrees to update any information about the course posted to the CASQA website. The Trainer of Record agrees to take every step possible to confirm the receipt of the communication by each student registered in an affected course.
- 4.10** The Trainer of Record acknowledges and understands that repeated course cancellations may be considered a failure to conduct oneself in a professional manner, which may in turn result in noncompliance with the terms of this Agreement and may subject the Trainer of Record to an action or actions under section 8.0.

## **5.0 OBLIGATIONS TO CONDUCT ONESELF IN A PROFESSIONAL MANNER**

- 5.1** When performing services under the terms of this Agreement, the Trainer of Record agrees to conduct activities in accordance and compliance with any and all laws, regulations and established ethical and professional standards befitting his/her profession. Failure to perform at an established professional level, which includes meeting the standards in Paragraphs 5.2 through 5.5 of this Section, may result in noncompliance with the terms of this Agreement and may subject the Trainer of Record to action(s) under Section 8.0. Examples of failures to perform at a professional level may include repeated cancellation of scheduled courses and inappropriate clothing, anecdotal comments, humor, and other aspects of the course presentation that fail to adhere to the highest social standards. Further, sexist, racist, or otherwise degrading comments will not be tolerated and are grounds for termination of this Agreement.
- 5.2** The Trainer of Record understands and acknowledges that CASQA serves its members and the broader stormwater quality professional community through services provided under this Agreement. Accordingly, the Trainer of Record acknowledges and agrees to afford the professional respect due to CASQA, its members and staff, the IGPTT, and the IGP QISP Training Program. Further, Trainers of Record should not make disparaging remarks about CASQA, its members and staff, the IGPTT, and the IGP QISP Training Program.
- 5.3** The Trainer of Record acknowledges and understands that the use of profanity is inappropriate and agrees to **not** use profanity while performing services under this Agreement.

- 5.4 The Trainer of Record agrees to avoid the mention of specific product names or manufacturers during the course presentation. CASQA does not endorse any products or proprietary techniques.
- 5.5 The Trainer of Record agrees to not use the scheduled course time to distribute any material that is self-promoting or represents business interests other than those directly related to CASQA or the IGP QISP Training Program.

## 6.0 FINANCIAL

- 6.1 The Trainer of Record acknowledges and understands that he or she **will not** be compensated through CASQA for instruction of the IGP QISP Training. Trainers of Record are responsible for all costs associated with training and are encouraged to price each event to ensure profitability for their training by also including total compensation for time to and from the venue, any prior preparation time, and the actual instruction time.
- 6.2 Meals, coffee, or other refreshments are optional and are at the discretion of the Trainer of Record or if working with a sponsoring organization, that organization.

## 7.0 INDEMNIFICATION

- 7.1 The Trainer of Record agrees to indemnify and hold CASQA and its officers, directors, employees, or agents harmless from any losses, damages, liabilities, claims, or actions against CASQA for bodily injury or property damage, including attorney fees incurred by CASQA in defending any such damages, claims, or actions to the extent caused by the negligence or willful misconduct of the Trainer of Record in the performance of his/her obligations under this Agreement.
- 7.2 In the event the Trainer of Record and/or CASQA is named as a defendant in any legal action as a result of negligence or willful misconduct of the Trainer of Record in the performance of his/her obligations under this Agreement, the Trainer of Record shall indemnify CASQA, its officers, members, employees, or agents against any and all losses, claims, lawsuits, liabilities, damages, or costs incurred in responding, including but not limited to, reasonable attorney fees and costs of suit.

## 8.0 ACTIONS FOR NONCOMPLIANCE WITH AGREEMENT

- 8.1 The Trainer of Record understands that CASQA reserves the right to take action(s) in the event that the Trainer or Record violates or is in noncompliance with any term of this Agreement, including failure to abide by the Professional Conduct provisions in Section 5.0. Actions taken by CASQA may include, but are not limited to, (a) termination of the Agreement as applied to the Trainer of Record; (b) suspension of a Trainer of Record's status as a qualified IGP QISP trainer; and, (c) other action(s) as deemed appropriate by the CASQA Board of Directors.
- 8.2 In the event that CASQA seeks to take action(s) against a Trainer of Record for violation or noncompliance with this Agreement, CASQA agrees to provide the Trainer of Record written notice at least sixty (60) days in advance of the proposed action(s) becoming effective. The written notice provided by CASQA shall include a

reason(s) for such action(s). The Trainer of Record may request that CASQA provide the Trainer of Record an opportunity to appear before the CASQA Board of Directors to respond to the proposed action(s) prior to the action(s) becoming effective. The CASQA Board of Directors reserves the ultimate authority to determine if the proposed action(s) shall become effective.

## **9.0 ACTIONS IN RESPONSE TO COMPLAINTS**

- 9.1** Separate and apart from actions taken by CASQA for noncompliance with the Agreement under Section 8.0, CASQA may also take action(s) in response to written complaints received by CASQA from students, fellow Trainers of Record, State Water Board, Regional Water Board, or CASQA. CASQA's actions in response to written complaints shall be subject to paragraphs 9.2 through 9.3, unless the complaint includes an activity that also constitutes noncompliance or a violation of this Agreement. If the complained about activity constitutes noncompliance or violation of this Agreement, then CASQA reserves the right to respond to the complaint under Section 8 or under paragraphs 9.2 through 9.3.
- 9.2** Upon receipt of written complaints by students, fellow Trainers of Record, State Water Board, Regional Water Board, or CASQA, and confirmation of the same, CASQA may issue a letter of warning to the Trainer of Record detailing the problem and putting the Trainer of Record on notice that CASQA may take further action(s), including but not limited to, termination of the Agreement or suspension of their Trainer of Record status if the Trainer of Record does not correct the actions that led to or caused receipt of complaints.
- 9.3** Upon the receipt by CASQA of additional complaints within the next twelve month period, the CASQA Board of Directors will determine if additional action should be taken. In the event that CASQA seeks to take action(s) against a Trainer of Record due to the receipt of additional complaints, CASQA agrees to provide the Trainer of Record written notice at least sixty (60) days in advance of the proposed action becoming effective. The written notice provided by CASQA shall include a reason(s) for such action(s). The Trainer of Record may request that CASQA provide the Trainer of Record an opportunity to appear before the CASQA Board of Directors to respond to the proposed action(s) prior to the action becoming effective. The CASQA Board of Directors reserves the ultimate authority to determine if the proposed action(s) shall become effective.

## **10.0 LIMITATIONS OF LIABILITY**

- 10.1** The Trainer of Record acknowledges and understands that CASQA will not be responsible for any compensation, reimbursement, or damages (including lost profits or other indirect or special damages) arising in connection with the Trainer of Record's failure to achieve or maintain "Qualified" IGP QISP trainer status or other inability to perform the services under this Agreement, including as a result of any (a) termination of this Agreement; (b) suspension of the Trainer of Record's "Qualified" IGP QISP trainer status, or, (c) discontinuation of CASQA's IGP QISP Training program in whole or part for any reason. The Limitations in this section apply to the maximum extent permitted by applicable law.

**10.2** Trainer of Record acknowledges and understands that CASQA will not be responsible for damages or personal injury suffered by the Trainer of Record while performing the tasks of providing IGP QISP Training or any other related activities. The Trainer of Record is responsible for obtaining and maintaining any insurance deemed necessary.

## **11.0 ADDITIONAL TERMS AND PROVISIONS**

**11.1** In the event of any controversy or dispute arising out of this Agreement, all such matters shall be submitted to arbitration in the State of California to be conducted under Commercial Rules of the American Arbitration Association. Any award of the arbitrator shall be enforceable in any court of competent jurisdiction within the State of California, County of Orange.

**11.2** The Agreement shall be interpreted and enforced pursuant to the laws of the State of California. In the event of any litigation arising hereunder, the CASQA and the Trainer of Record agree to submit to the jurisdiction of any court of competent jurisdiction with the State of California, County of Orange.

**11.3** In the event that any litigation or other proceeding is commenced between the Parties for breach, performance or enforcement of this Agreement, the Party prevailing in such litigation, arbitration, or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees, which sum shall be determined by the court in such litigation, arbitrator in such arbitration or by separate legal action brought for that purpose, in accordance with the provisions of California Civil Code, Section 1717.

**11.4** This Agreement may only be amended or modified by a written instrument executed by CASQA. The Trainer of Record will be given at least 60 days prior notice of any amendments to the Agreement.

**11.5** All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing via email or physical mail and sent to the following:

(a) CASQA: [CASQA@casqa.org](mailto:CASQA@casqa.org); physical mail to KSC, Attn CASQA, 1415 L Street, Suite 400, Sacramento, CA 95814.

(b) ToR: email and physical address required to be provided and maintained by the ToR to CASQA

**11.6** Neither Party may assign Agreement or its rights or entitlements therein without the prior written consent of the other Party.

**11.7** If any provision of the Agreement is found invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.

**11.8** The Agreement may be executed electronically and in counterparts with the same force and effect as if executed in one complete document.

**11.9** This Agreement contains the entire Agreement between CASQA and the Trainer of Record.

CASQA—Industrial General Permit Trainer of Record Agreement

The Trainer of Record's signature below indicates his/her Agreement to follow all the terms and conditions of this Agreement.

Failure to sign and return this Agreement will result in the Trainer of Record's removal from the list of Trainers of Record.

For CASQA Use Only	
Effective: _____	
_____	_____
CASQA	Date

\_\_\_\_\_  
Trainer of Record (Please Type or Print) (Signature)

\_\_\_\_\_  
Organization Date

## 12.0 VIRTUAL TRAINING

If the Trainer of Record plans to develop and conduct Internet-based (virtual) training, with the exception of provision 4.4 (The Trainer of Record will conduct IGP QISP Training only in-person, physically with his/her students), which is waived, in addition to all of the rest of the provisions of the Agreement, he/she is subject to the following supplemental provisions:

- 12.1 The Trainer of Record must develop a Virtual IGP Training Plan (Plan) that addresses how the Trainer of Record and their virtual training class will meet the Criteria (below). The Plan must be emailed to CASQA at [CASQA@casqa.org](mailto:CASQA@casqa.org) with the subject line “Virtual IGP Training Plan” at least 15 days before the beginning of the first proposed virtual IGP training class. More details on the steps to develop and submit the Plan and prepare to conduct virtual training are provided on the IGP Trainer of Record web page.
- 12.2 The Plan will be reviewed for responsiveness to the list of Criteria. If determined to be complete, the Plan will be deemed Conditionally Accepted. If determined to be incomplete, the Plan will be deemed deficient and the Trainer of Record required to revise and resubmit the Plan. The Trainer of Record shall not conduct the first proposed virtual IGP training class until they receive notice that the Plan is deemed Conditionally Accepted.
- 12.3 The Trainer of Record shall not advertise, announce, or otherwise promote that he/she is conducting virtual IGP training until they receive notice that the Plan is deemed Conditionally Accepted.
- 12.4 The Plan will be made public via web posting.
- 12.5 The Trainer of Record must have and provide a Refund Policy to address situations when technical problems make a virtual training class unworkable.
- 12.6 Before the end of each class, the Trainer of Record must timely send to CASQA at [CASQA@casqa.org](mailto:CASQA@casqa.org) a Student List for each class in an electronic spreadsheet software format (e.g., Excel or equivalent) that includes at least three fields: first name, last name, and email address.
- 12.7 The Conditional Acceptance will be effective until an Audit of a class is conducted, consistent with provision 4.8. If determined to be adequate, the class will be deemed Accepted. If determined to be inadequate, the Trainer of Record will be required to revise and resubmit the Plan. The Trainer of Record shall not conduct any more virtual IGP training classes until they receive notice that the class is deemed Accepted.
- 12.8 These supplemental provisions will remain in effect until a Programmatic Review of the virtual IGP training is conducted.



### Criteria for Internet-based (Virtual) Training Courses for IGP QISP Training

To be eligible to conduct virtual QISP training, the following staffing, technological, logistical / administrative, course, and student criteria must be met. Virtual training must also meet all of the requirements specified in the CASQA-Trainer of Record Agreement, except as modified below.

#### Staffing

- Instructor – Each class must be led by a current Trainer of Record (Agreement section 2.1) knowledgeable and experienced in using the virtual technology.
- Assistant – Each class must have an assistant knowledgeable and experienced in monitoring, addressing, and resolving technological and logistical / administrative issues so the ToR does not need to do so.

#### Technological

- Connectivity – The Trainer of Record must have adequate connectivity to the Internet to deliver the training content.
- Platform – The primary virtual technology must be a two-way audio and video communication platform.
- Equivalency – The platform must include features that provide the following for every student making the virtual training substantially equivalent to in-person training:
  - Real-time connectivity / interaction (no or limited pre-recorded content)
  - Two-way communication between instructor and each student
  - Two-way communication between students
  - Check each student’s presence
  - Monitor each student’s attention
  - Communications management (e.g., Mute, Raise Hand)
- Supplemental technology – To enhance the level of equivalency to in-person training, supplemental technology is required if the enhancement categories described below are not provided by the primary technology platform. For each of the three enhancement categories below, the Trainer of Record must provide at least one of the capabilities listed (for example: Learning materials – capability to Use/Revise/Annotate; Interactivity – Quizzes; and Communications – Voting):

<b>Enhancement Category</b>	<b>Capabilities (provide at least one capability per category)</b>
Learning materials	Access, Use/Revise/Annotate, Sharing, Reference
Interactivity	Exercices, Compétitions, Breakout sessions, Quizzes
Communications	Email, Voting

#### Logistical / Administrative

- Class Size / Type – The size of each class must not exceed 12 students. All students must participate virtually; no in-person students.
- Information Technology (IT) Pre-check – A technology pre-check must be required of each student in each class at least the day before the class starts so any connectivity, login, or other IT issues may be identified and addressed before the class starts.
- Teaching environment – The ToR Instructor, Assistant, Assisting Instructor(s), Guest Speaker(s), and any other individuals involved in delivering the training class must participate from a location relatively free of background noises and distractions and must appear on-screen from a professional-looking location, which may be simulated by use of a virtual background.

## Amendment No. 1: Supplement to CASQA—Industrial General Permit Trainer of Record Agreement

- Security / Privacy – The Trainer of Record must ensure that none of the following student personal information (Last 4 digits of SSN, PIN, credit card numbers, or mailing addresses) is visible to anyone other than the ToR Instructor or the Assistant.

### Course

- Equivalency – Each class must be equivalent to the course developed and overseen by the IGPTT, approved by the State Water Board, and specified in the Agreement between CASQA and the IGP ToR.
- Length – Each class must be the full course and meet the minimum contact hours required for a QISP (7 contact hours).
- Materials – Each student must be provided with materials equivalent to those provided to students taking in-person classes.

### Students

- Learning environment – Each student must take the class in a location relatively free of background noises and distractions and with adequate connectivity to the Internet.
- Technical capabilities – Each student must participate in the class using a desktop or laptop computer with a camera. Participation in the video element of the training by cell phone is prohibited. Participation in the audio element (i.e., listening or speaking) by phone is permissible if done in conjunction with participation in the video element using a desktop or laptop computer with a camera.

Amendment No. 1: Supplement to CASQA—Industrial General Permit Trainer of Record Agreement

The Trainer of Record's signature below indicates his/her Agreement to follow all the terms and conditions of this Supplement to the Agreement.

Failure to sign and return this Supplement to the Agreement will result in the Trainer of Record's ineligibility to conduct virtual IGP training classes.

For CASQA Use Only	
Effective: _____	
_____	_____
CASQA	Date

\_\_\_\_\_  
Trainer of Record (Please Type or Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date