

19) Act, 2021 (“**ROA**”), the *Health Protection and Promotion Act* (“**HPPA**”), the *Occupational Health and Safety Act* (“**OHSA**”), the *Emergency Management and Civil Protection Act* (“**EMCPA**”), or any other applicable legislation.

3. Availability of Devices is subject to distribution plans and mechanisms imposed by the federal and provincial governments, that are beyond the Chamber’s control. The Chamber make no guarantees regarding the availability or volumes of Devices.
4. The Business shall be **SOLELY AND EXCLUSIVELY RESPONSIBLE** for meeting all compliance requirements that govern private sector Rapid Antigen Screening under Ontario law, including:
 - a. The Business will be solely responsible for ensuring that all staff members or persons responsible for administering Rapid Antigen Screening at their workplace have met all applicable training requirements designated by the Ministry of Health, including but not limited to, the specific training materials for Rapid Antigen Screening listed on the COVID-19 Health System Response Materials website².
 - b. Any applicable legislative requirements under the HPPA, including with respect to the authorized collection, retention, use and disclosure of Personally Identifiable Information (“**PII**”), including Personal Health Information (“**PHI**”);
 - c. Any applicable legislative requirements under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2021* (“**ROA**”);
 - d. Any applicable legislative requirements under the *Emergency Management and Civil Protection Act* (“**EMCPA**”);
 - e. Any applicable legislative requirements under the *Occupational Health and Safety Act* (“**OHSA**”).
5. The Business will ensure that Devices provided to the Business by the Chamber are used ONLY for the purposes of screening persons who may be required to enter the Business’ physical workplace, or any authorized use permitted by the Program.
6. Devices provided to the Business by the Chamber shall not be resold or distributed to any other person, under any circumstances, or used for any purpose other than any purpose related to the Program. If the Business no longer requires Devices provided to the Business pursuant to the Program, it will notify the Chamber at admin@stouffvillechamber.ca to arrange for immediate retrieval of unused Devices.
7. Any failure by the Business to meet the terms of this Agreement, including without limitation compliance with the reporting obligations identified at paragraphs 4 and 5 herein, will result in the Business’ future inability to participate in the Program.
8. The Business agrees to indemnify and release the Chamber, including all current and former parents, subsidiaries, related companies, partnerships, or joint ventures and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, and any other persons acting by, through, or in concert with any of the persons or entities listed in this provision, of and from any and all liability for any purpose related to the implementation of the Program and/or any issues, claims, actions, demands or legal proceedings

² Ministry of Health - COVID-19 Health System Response Materials - <https://www.ontariohealth.ca/COVID-19/Health-System-Response-Resources#panbio>

of any sort, which may be related to the Program. For greater certainty, the Business shall be solely responsible for any and all claims, causes of action, demands, liabilities, and expenses (including legal costs) with respect to the Business' implementation of Rapid Antigen Screening at its workplace.

9. This Agreement is made under and shall be construed according to the laws of the province of Ontario and the laws of Canada applicable therein.

ACKNOWLEDGEMENT

By signing and providing the required information below, the signatories confirm both the acceptance of this Agreement and that they are authorized to bind the respective Parties to the terms of this Agreement.

On behalf of **The Whitchurch-Stouffville Chamber of Commerce:**

Name & Position

Signature:

I am authorized to bind **The Whitchurch-Stouffville Chamber of Commerce**

On behalf of _____:
Name of Business

Name & Position (Please print)

Signature:

I am authorized to bind the Business.

Business Name:

Business Address:

Size of Workforce: _____

Date: _____, 2022

Email: (please print)

Telephone Number:

Appendix A: Provincial Antigen Screening Program (PASP) Program Agreement

This agreement establishes a legal relationship between your organization (the “Participant”) and the Government of Ontario (“Ontario”).

By entering into this agreement, the Participant is enrolling in the [Provincial Antigen Screening Program](#) (the “Program”) and agrees to comply with all of the terms and conditions of the Program.

The objective of the Program is to provide an additional safety measure in high-risk communities, organizations and essential workplaces, by providing access to point-of-care antigen tests to enable those participants to provide enhanced screening of their workers (employees, contractors and volunteers) and other eligible persons identified by the overseeing Ministry. The Program is not intended to provide a business (e.g. restaurant, bar, store, personal care service, pharmacy, entertainment or sports venue) with COVID-19 point-of-care antigen test kits to screen their patrons or customers.

The Participant acknowledges and agrees as follows:

1. As part of the Program, Ontario shall provide the Participant with COVID-19 point-of-care antigen test kits (the “Test Kits”). The number of Test Kits that a Participant receives shall be in the sole and absolute discretion of Ontario. Ontario makes no guarantees about the availability or volumes of Test Kits that the Participant may receive.
2. The Participant shall comply with any direction or instructions issued by Ontario with respect to Test Kits. Without limiting the generality of the foregoing, the direction or instructions may pertain to:
 - (a) the storage or use of the Test Kits; or
 - (b) the return or handling of any Test Kits that have not been used by the Participant.
3. The Test Kits provided by Ontario to the Participant are provided free of charge, on an “as-is” basis. Other than any warranty provided by the manufacturer, Ontario disclaims any and all representations, warranties and conditions, whether express, implied, written or oral, in relation to the Test Kits, including fitness for use for any particular purpose.
4. Ontario is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to Ontario in connection with the Program may be subject to disclosure in accordance with that Act.
5. If the Participant is providing COVID-19 point-of-care antigen testing to individuals using the Test Kits at the Participant’s site, then the Participant shall:
 - a. Ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:
 - i. [COVID-19 Provincial Testing Guidance \(refer to most updated version\) and any additional resources contained within](#) Public Health Infection, Prevention and Control (IPAC) guidelines.

- b. Supply, at the Participant's own cost, the appropriate human resources and all equipment and supplies (other than the Test Kits themselves) required to perform the COVID-19 point-of-care antigen testing using the Test Kits at the Participant's site.
 - c. Ensure that the person performing COVID-19 point-of-care antigen testing using the Test Kits at the Participant's site is a health professional or trained individual that has the appropriate knowledge, skills, judgment, and oversight to perform the test correctly.
6. If the Participant is providing the Test Kits to individuals to perform COVID-19 point-of-care antigen testing on themselves at their place of residence (the "At-Home User"), then the Participant shall:
 - a. Ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:
 - i. [COVID-19 Provincial Testing Guidance \(refer to most updated version\) and any additional resources contained within.](#)
 - ii. Public Health Infection, Prevention and Control (IPAC) guidelines.
 - b. Ensure that the At-Home User receives a copy of the most updated version of the [COVID-19 Provincial Testing Guidance \(refer to most updated version\) and any additional resources contained within](#) with their Test Kits, which contains clinically-relevant conditions and limitations respecting the use of the Test Kits by At-Home Users, as such at-home use is not contemplated on the manufacturer's label for the Test Kits.
 - c. Ensure that the At-Home User completes the training, and reviews the instruction described in the [COVID-19 Provincial Testing Guidance \(refer to most updated version\) and any additional resources contained within](#) prior to using the Test Kit at their place of residence.
 - d. Supply, at the Participant's own cost, any additional equipment and supplies, other than the Test Kits themselves, that may be required to enable the At-Home User to perform the COVID-19 point-of-care antigen testing at their place of residence.
7. The Participant shall:
 - a. Ensure that the Test Kits are:
 - i. Used only for the purposes of the Program.
 - ii. Not resold or distributed to any other person.
 - iii. Only used to screen eligible persons.
 - b. Ensure compliance with subsection 63(2) of the *Occupational Health and Safety Act* by obtaining a worker's written consent if the Participant decides to require the worker to disclose their COVID-19 vaccination status in connection with the Program.
8. This agreement comes into effect upon execution and shall expire the earlier of,
 - a. the day the Program is terminated, upon written notice from Ontario, in accordance with this section; and
 - b. the date the Participant ceases to participate in the Program.

Ontario may terminate this Agreement immediately upon written notice to the Participant if the Participant fails to comply with any term of this Agreement. For clarity, if the Agreement is terminated, the Participant shall no longer be participating in the Provincial Antigen Screening Program and shall not receive any further access to Test Kits from the Province.

9. Sections 3 and 4 of this Agreement shall survive the termination or expiry of this Agreement.

10. This agreement is made under and shall be construed according to the laws of the province of Ontario and the laws of Canada applicable therein.

Please note participation in the Program is not a substitute for any existing workplace health and safety measures that are in place to protect against the spread of COVID-19.