HALTON COVID-19 VACCINE PROGRAM AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF HALTON, as represented by Halton's Public Health Unit

(the "**Halton PHU**")

and

THE PARTICIPANT (the "Participant")

The Participant's Name:	
Address:	
E-mail address:	Halton PHU Holding Point Code:
Telephone:	Alternate telephone (optional):

This agreement ("**Agreement**") is made as of September 15, 2023 (the "**Commencement Date**") and confirms the arrangement between the Halton PHU and the Participant (collectively, the "**Parties**" and each a "**Party**"), whereby the Participant will collaborate with the Halton PHU for the provision of the publicly funded COVID-19 vaccine program. In order to administer a COVID-19 vaccine, the Participant acknowledges it will have access to the Ministry of Health's platform, called the "Provincial COVID-19 Vaccine Solution-COVAXON" ("**COVAX**"), to, amongst other things, disclose COVID-19 vaccine administration, demographic, and adverse event information to the Province of Ontario's Chief Medical Officer of Health and Ministry of Health, and for other authorized purposes and to collect such information on behalf of the Halton PHU's Medical Officer of Health.

The Parties agree as follows:

1. **Staffing.**

    a. The Participant shall provide all staff required to efficiently run its vaccination program and to administer in a timely manner the vaccination doses that have been allotted to it.

    b. For greater certainty, the staff required includes individuals to: (i) vaccinate; (ii) manage inventory; (iii) manage cold chain vaccine storage; and (iv) to input data into COVAX in accordance with Section 3.

    c. The Participant shall designate one employee as the main point of contact for communications between the Halton PHU and the Participant.

2. **Training.** The Participant shall ensure its staff take all training required or recommended by the Halton PHU or the Province in order to run a safe, efficient vaccination clinic including, without limitation:

    a. training in the use of COVAX, in accordance with Section 3(b), specific to any role in which any staff member will use COVAX;

    b. inventory management; and

    c. cold chain vaccine storage management.

3. **COVAX.**

    a. The Halton PHU hereby permits the Participant to access COVAX as is reasonably required to operate its vaccination program.

    b. The Participant shall ensure its staff completes such training as the Province of Ontario and/or the Halton PHU reasonably requires in order to ensure that each user of COVAX is capable of properly using the application in support of the vaccination program.

    c. Subject to Section 3(d), the Participant shall ensure that its staff input all Patient Data (as defined below) required to be entered into COVAX concurrently with the receipt of such data from each Patient (as defined below).

    d. Where technical issues prevent the Participant from complying with Section 3(c), the Participant shall ensure its staff input Patient Data into COVAX as soon as reasonably possible.

    e. For the purposes of this Agreement: (i) "**Patient**" means an individual who attends at the Participant's physical location to receive a COVID-19 vaccine; and (ii) "**Patient Data**" means all data (including personal health information, as defined in the *Personal Health Information Protection Act, 2004* (Ontario) ("**PHIPA**")) of a Patient that is collected by the Participant that the Province of Ontario requires to be entered into COVAX.

    f. The Participant shall not resell, distribute, damage, or provide unnecessary access to COVAX.

    g. The Participant shall ensure its staff complies with and signs or electronically accepts the Acceptable Use Policy from the Ontario Ministry of Health (the "**Ministry**"), as amended from time to time, including, but not limited to, the confidentiality provisions contained therein.

    h. The Participant shall comply with the privacy and confidentiality provisions in Schedule "A" and shall ensure its staff does the same.

    i. The Participant shall advise the Halton PHU of any additional personnel who will provide vaccinations and become a COVAX User and have them sign on to this Agreement

promptly by having them review the Agreement and execute the signing page in counterpart, returning same to Halton PHU.

j. Where the Halton PHU's assistance is required to add or remove COVAX users on behalf of the Participant, the Participant shall provide the Halton PHU with prompt notice. The Halton PHU will make such additions or deletions as soon as reasonably possible.

k. The Participant acknowledges that each COVAX User: (i) must have their own COVAX account; and (ii) must have their own cellphone in order to access the two-factor authentication required to log into COVAX.

4. **Scheduling and Priority Populations.**

a. Subject to its obligations in Section 4(b), the Participant shall schedule, reschedule and cancel its own appointments.

b. Subject to Section 5(d), the Participant shall, to the extent reasonably possible in the circumstances: (i) only give COVID-19 vaccines to those permitted under the Ontario Government's guidelines in effect at the time of administration; and (ii) follow the Medical Officer of Health's direction to focus on described populations (which will be consistent with the Province's guidelines).

5. **Handling, Wastage and Vaccine Supply.**

a. The Halton PHU will provide the Participant with COVID-19 vaccines in the type and quantity the Halton PHU reasonably determines.

b. The Parties acknowledge the Halton PHU is reliant upon the Ontario Ministry of Health for its supply of COVID-19 vaccines and therefore has no control over that supply and thus cannot guarantee the Participant a supply.

c. The Halton PHU will provide the Participant with reasonable updates on the Halton PHU's expected COVID-19 vaccine supply and allot quantities to the Participant as far in advance as the Halton PHU is reasonably able. The Halton PHU reserves the right to reduce the supply of the Participant's allotted COVID-19 vaccines on no less than 72 hours notice to the Participant.

d. The Participant shall take all reasonable steps to avoid wasting COVID-19 vaccines.

e. When handling or storing COVID-19 vaccines, the Participant shall:

i. follow the Vaccine Storage and Handling Protocol under the Ontario Public Health Standards and any guidelines or instructions from the Province or the vaccine manufacturer, including, but not limited to, maintaining temperature logs for all vaccine storage units;

ii. ensure the cold chain of the vaccine is maintained at all times, including only using fridges that have been pre-approved by the Halton PHU;

iii. maintain strict inventory of the vaccine, including doses received, unused, spoiled, expired and wasted and report the forgoing to the Halton PHU as reasonably required by the Halton PHU; and

iv. maintain strict security of the vaccine and ensure that all appropriate measures are taken to mitigate damage or theft to the vaccine.

6. **Support.**

a. The Participant acknowledges that the Province of Ontario is primary source of support for the operation of the Participant's vaccination program.

b. Subject to Section 6(d), where support is required, the Participant shall first use any provincial support in place (e.g. Ontario MD) prior to requesting support from the Halton PHU.

c. Where the Province is unable to provide timely support, the Halton PHU shall provide such reasonable support, if it has the resources available, upon the reasonable timelines the Halton PHU agrees to at the time of support request.

d. The Participant shall advise the Halton PHU with respect to major errors in the input or output of data in COVAX, in which case the Halton PHU will provide support to correct such errors in accordance with Section 6(c).

7. **Administration of Vaccines.** The Participant shall:

a. review and follow all guidance from the Halton PHU, the Public Health Agency of Canada, and the Ministry regarding the safe administration of COVID-19 vaccines, including infection prevention and control measures directed by the Halton PHU, the Public Health Agency of Canada's Planning Guidance for Immunization Clinics for COVID-19 Vaccines, and the Ministry's COVID-19 Guidance for the Health Sector;

b. comply with any terms of use or other supplementary rules or documentation related to access to COVAX or vaccine administration as provided by the Halton PHU from time to time;

c. administer COVID-19 vaccines in accordance with all applicable laws, Ministry directions and guidelines, including, but not limited to, any direction for the timing and manner of immunization, infection control procedures, applicable standards, and professional ethics;

d. schedule patients in a manner to minimize the wastage of any vaccine doses;

e. only allow individuals legally authorized to administer a COVID-19 vaccine to so administer;

f. administer the vaccine free of charge to all recipients;

g. provide each vaccine recipient with a written or electronic record of receipt of the vaccine; and

h. report all adverse events following immunization to the Halton PHU within five (5) days after the event is recognized.

8. **Reports and Oversight.**

a. The Participant shall forthwith provide such reports to the Halton PHU as the Halton PHU reasonably requires in respect of, amongst other things: (i) COVID-19 vaccine wastage; (ii) cold chain vaccine storage management; (iii) clinic staffing; and (iv) completion of staff training.

b. The Halton PHU has the option on 24 hours notice to attend at the Participant to review any matter that pertains to the operation of the Participant's vaccination program and, in such case, the Participant shall provide the Halton PHU with such assistance and access to such records as the Halton PHU reasonably requests. In addition, the Halton PHU may periodically complete audits of clinical records including data within COVAX. The Participant also acknowledges that the Ministry keeps and makes available an electronic record of all accesses and transfers of personal health information through COVAX and that the Participant's access to COVAX is subject to audit by the Ministry and by the Halton PHU and that unauthorized use is subject to reporting to the Ministry and as required by applicable law.

c. The Participant shall complete such questionnaires and/or debrief sessions as reasonably requested by the Halton PHU in order to allow the Halton PHU to assess the viability and success of using Participant to roll out COVID-19 vaccinations.

9. **Costs, Supplies, Billing and IT.**

a. The Participant shall provide, and be responsible for the costs of its own PPE supplies, needles, syringes, sharps containers and other infrastructure related to vaccine administration.

b. The Participant represents that it has access to reliable IT infrastructure in order to operate COVAX (check in, vaccine charting, check out processes) including computers/tablets and reliable Wi-Fi/hardwired access to internet.

c. Except as otherwise described in this Agreement, the Participant is responsible for all expenses incurred in running its vaccination program. The Participant shall bill the Ontario Health Insurance Plan ("**OHIP**") for its time, where applicable. The Participant acknowledges it will be compensated (to the extent permissible) for the operation of its vaccination program only through OHIP. No compensation or reimbursement of the Participant's expenses will be paid to the Participant by the Halton PHU.

10. **Insurance and Indemnities.**

a. The Participant shall insure its activities in connection with this Agreement at its sole cost and expense, including payment of deductibles, and shall obtain, keep, and maintain in full force and effect during the Term of this Agreement, the following insurance policies:

i. **Commercial General Liability** insurance subject to limits of not less than **Two Million Dollars** ($2,000,000) per occurrence. Coverage shall include, but not be limited to, bodily injury including death, personal injury, damage to property (including loss of use thereof), premises and operations, contractual liability, and shall contain a cross liability and severability of interests clause. The policy shall be specifically endorsed to name The Regional Municipality of Halton as an Additional Insured.

ii. **Medical Malpractice** insurance subject to the following limits, whichever is the greater of: (i) the minimum malpractice liability insurance required by the college by which its involved staff is governed; or (ii) **One Million Dollars** ($1,000,000) per malpractice claim.

b. Halton PHU shall be provided with not less than thirty (30) days' written notice in advance of cancellation of the specified insurance policies and the insurance policies shall be endorsed as such.

c. Where requested, the Participant shall provide the Halton PHU with certificates of insurance evidencing that the specified insurance policies have been obtained, kept, and maintained in full force and effect during the Term of this Agreement.

d. The Participant shall indemnify and save harmless the Halton Indemnified Parties (as defined below) from all Claims (as defined below) against such Halton Indemnified Parties arising out of or resulting from: (a) the breach of this Agreement by the Participant; or (b) the negligence, intentional acts or omissions of the Participant arising from this Agreement. Prompt notice of any related claim shall be given by the Participant to the Halton PHU.

e. For the purposes of this Agreement: (i) "**Claims**" mean all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands, controversies, actions and/or causes of action of any nature or any kind whatsoever from time to time; and (ii) "**Halton Indemnified Parties**" means individually and collectively The Regional Municipality of Halton and its officers, directors, shareholders, Councillors, employees, subcontractors and agents from time to time.

f. The provisions of Section 10(d) will survive the termination of this Agreement.

11. **Term and Termination.**

a. The term of this Agreement commences on the Commencement Date and, unless otherwise terminated in accordance with the terms herein, continues for a period of 1 year and shall automatically renew for subsequent yearly terms unless either party opts to terminate as per s. 11.b. below (such 1 year period, along with any extension, the "**Term**"), or unless the Ministry of Health discontinues the use of its Provincial COVID-19 Vaccine Solution-COVAXON such that the Region's contract regarding same with the Ministry is terminated.

b. This Agreement may be terminated as follows:

i. The Halton PHU has the option to terminate this Agreement at any time by giving the Participant no less than thirty (30) days' written notice, in which case this Clinic will terminate: (i) on the date described in such notice; or (ii) if no date is given, thirty (30) days after the Participant receives written notice from the Halton PHU.

ii. Subject to the next sentence, the Participant has the option to terminate this Agreement at any time by giving the Halton PHU no less than thirty (30) days' written notice, in which case this Agreement will terminate: (i) on the date described in such notice; or (ii) if no date is given, thirty (30) days after the Halton PHU receives written notice from the Participant. Notwithstanding the foregoing, the Participant shall continue its vaccination program long enough to fulfill all appointments that have already been booked into the Participant as of the date the Participant gives the Halton PHU the above-described notice.

iii. The Halton PHU has the option to terminate this Participant immediately upon written notice to the Participant: (i) if the COVAX Agreement is terminated for any reason; or (ii) the Participant breaches the privacy or confidentiality provisions of Schedule "A".

12. **General Terms.**

a. The Parties intend that this Agreement will not be construed to constitute an agency, partnership or joint venture between the Parties.

b. The Parties acknowledge and agree that this Agreement is in no way deemed or construed to be a contract of employment. Specifically, the Parties acknowledge that this Agreement is not intended to make any employee of the Participant an employee of the Halton PHU or *vice versa*.

c. The Participant and the Halton PHU represent and warrant that use of their respective staff to operate or provide oversight of the Clinic will not conflict with or result in the breach of any agreement that such staff are a party to or otherwise bound by, including but not limited to any employment agreement, collective bargaining agreement or a breach of any other legal obligation.

d. If any provision or portion of any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions will remain valid and binding.

e. This Agreement shall be binding upon the Parties and their successors and permitted assigns. No part of this Agreement may be assigned or subcontracted by either Party to any other person or third party without the prior written approval of the other Party.

f. Time shall be of the essence in the performance of obligations pursuant to this Agreement.

g. The headings in this Agreement are for convenience and reference only and do not form part of this Agreement.

h. The provisions of this Agreement may be amended or altered only by further written agreement between the Parties. No provision will be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the Party purporting to have waived or consented. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

i. Any notice required or desired to be given hereunder will be delivered in person or sent by email, facsimile or prepaid registered mail addressed as follows:

to the Halton PHU:

The Regional Municipality of Halton
1151 Bronte Road
Oakville, Ontario
L6M 4G3

Attention: Erika Norris
Email: erika.norris@halton.ca

to the Participant:

At the contact info on the first page of this Agreement.

or at such other address as may be furnished in writing from time to time by either Party to the other. Any notice mailed as aforementioned by registered mail will be deemed to have been received 3 business days after the posting thereof; if delivered by email or facsimile, then on the day of successful transmission, and if such day is not a business day, then on the first business day thereafter; or if personally delivered, on the date of delivery.

j. This Agreement may be executed in counterparts with the same effect as if the Parties had signed the same document. These counterparts will for all purposes constitute one agreement, binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement may be executed electronically using electronic signature(s) and such electronic signature(s) will have the same force and effect as a handwritten signature.

[Signatures appear on the next pages]

THE REGIONAL MUNICIPALITY OF HALTON

BY: _____
Name: Dr. Deepika Lobo, MBBS, MBA, MPH, FRCPC
Title: Commissioner and Medical Officer of Health

I have the authority to bind the corporation.

CLINIC SIGNING INSTRUCTIONS

1. **If practicing through an association, cost sharing arrangement or as an individual, please sign on page 11**

2. **If signing as a corporation, please sign on page 13**

3. **If signing as a partnership, please sign on page 14.**

[SIGNATURE PAGE FOR PRACTICING IN ASSOCIATION, COST SHARING ARRANGEMENT OR AS INDIVIDUALS]

If practicing in association, in a cost sharing arrangement or as individuals, please sign on this page or the next, adding extra pages if needed.

NOTE that <u>all doctors</u> practicing in association, in a cost sharing arrangement or as individuals <u>must each sign.</u>

Doctor #1 _____ **If <u>individual</u>, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a <u>corporation</u>,** **print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**	**Doctor #2** _____ **If <u>individual</u>, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a <u>corporation</u>,** **print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**
Doctor #3 _____ **If <u>individual</u>, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a <u>corporation</u>,** **print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**	**Doctor #4** _____ **If <u>individual</u>, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a <u>corporation</u>,** **print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**

Doctor #5 _____ **If individual, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a corporation, print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**	**Doctor #6** _____ **If individual, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a corporation, print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**
Doctor #7 _____ **If individual, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a corporation, print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**	**Doctor #8** _____ **If individual, print name here** **CPSO#:**_____ **CMPA#:**_____ _____ **If practicing through a corporation, print corporation's name here** _____ **Signature** **I have the authority to bind the corporation.**

[SIGNATURE PAGE FOR PRACTICING IN A CORPORATION]

If practicing through a corporation, please sign on this page

_____
Print Name of Corporation

Per:_____
Signature of Signing Authority

_____
Title of Signing Authority (e.g. President)

I have the authority to bind the corporation.

[SIGNATURE PAGE FOR PRACTICING IN A PARTNERSHIP]

If practicing through a partnership, please sign on this page

_____
Print Name of Partnership

Per:_____
Print Name of Person Signing

_____
Signature of Signing Authority

_____
Title of Signing Authority (e.g. Partner)

I have the authority to bind the partnership.

Schedule "A"

Privacy and Confidentiality

1. **PHIPA.** The Participant acknowledges that it is an agent of the Halton PHU as defined under PHIPA for the purposes of entering data into COVAX, and shall comply with any specific requirements with respect to the collection, use, disclosure and maintenance of Patient Data as required by the Halton PHU. The Participant further agrees that it will ensure all of its staff that handle or manage Patient Data are aware of the requirement to comply with PHIPA and to follow processes otherwise established by the Halton PHU (which will be consistent with PHIPA) related to the handling or management of Patient Data. The Participant further acknowledges that the Halton PHU is under agreement with the Ministry regarding the use of COVAX and Covid-19 vaccination and agrees that should Ministry guidelines or requirements change, it shall agree to change this Agreement so as to ensure the Halton PHU and it, as agent, can comply with Ministry obligations.

2. **PHIPA, MFIPPA and FOI.** For greater certainty, each Party shall comply with all applicable privacy laws, including PHIPA, the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) ("**MFIPPA**") and the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FOI**").

3. **Idem.** Each Party acknowledges that any records collected by the Participant for the purposes of entering data into COVAX are subject to the provisions of MFIPPA and FOI, which acts may compel disclosure even if the information has been identified as Confidential Information (as defined below).

4. **Retention of Records.** The Participant shall make any Patient Data collected and maintained by the Participant available to the Halton PHU in such form as the Halton PHU reasonably requires. Subject to any additional requirements established by the Halton PHU, the Participant shall retain any records of Patient Data that are not entered into COVAX in a secure format and for the length of time agreed to by both Parties or in accordance with applicable law.

5. **Confidentiality.** Except as required by applicable law or as reasonably required in order to fulfill its obligations under this Agreement, the Participant shall treat as confidential and shall not use, publish, release or disclose, or permit to be published, released or disclosed the Confidential Information (as defined below) of the Halton PHU.

6. **Terms of this Agreement.** The Participant shall treat the terms of this Agreement as the Confidential Information of the Halton PHU.

7. **Breach.** The Participant shall forthwith notify the Halton PHU of any unauthorized access or disclosure (or suspected unauthorized access or disclosure) of Confidential Information or Patient Data by a third party, including, for greater certainty, unauthorized access or disclosure (or suspected unauthorized access or disclosure) by any of Participant's employees, agents or contractors. The Participant shall follow all reasonable instructions of the Halton PHU related to any unauthorized access or disclosure.

8. For the purposes of this Agreement:

   (l) "**Confidential Information**" means all of the Halton PHU's information including, without limitation: (a) all information about a personally identifiable individual (including personal health information as defined in PHIPA); (b) all information about the number of COVID-19 vaccines the Halton PHU proposes to deliver or delivers to the Participant; and (c) all other information of the Halton PHU that by its nature would reasonably be considered to be proprietary or confidential in nature, owned by, or in the possession or control of the Halton PHU, but Confidential Information does not include information that: (i) is widely available to the Canadian public; (ii) the Participant can establish was already known to it or was in its possession at the time of disclosure by the Halton PHU and was not, directly or indirectly, acquired from the Halton PHU; (iii) after disclosure to the Participant becomes widely available to the Canadian public through no breach of this Agreement by the Participant or any unauthorized act or omission on the part of the Participant; (iv) is or becomes available to the Participant on a non-confidential basis from a third party that is not prohibited from disclosing such information by a contractual, fiduciary or other legal obligation to the Halton PHU; or (v) is independently developed by the Participant without the use of or access to the information of the Halton PHU.

The provisions of this Schedule "A" will survive the termination of this Agreement.