

AGREEMENT

Between:

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

(the "Halton PHU")

and

THE PARTICIPATING CLINIC

Participating Clinic Name:	
Address:	CPSO # (if applicable):
e-mail address:	CMPA # (if relevant):
Telephone:	Alternate telephone (optional):

This agreement ("**Agreement**") is made [REDACTED] (the "**Commencement Date**") and confirms the arrangement between the Halton PHU and the Participating Clinic (collectively, the "**Parties**" and each a "**Party**"), whereby the Participating Clinic 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 Participating Clinic acknowledges it will have access to the Ministry of the 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 Chief Medical Officer and the Province, 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 Participating Clinic 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; and (iv) to input data into the COVAX in accordance with Section 3.
- c. The Participating Clinic shall designate one employee as the main point of contact for communications between the Halton PHU and the Participating Clinic.

2. Training. The Participating Clinic 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 management.

3. COVAX.

- a. The Halton PHU hereby permits the Participating Clinic to access COVAX as is reasonably required to operate its vaccination program.
- b. The Participating Clinic 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 Participating Clinic shall ensure that its staff input all Patient Data (as defined below) required to be entered into COVAX into COVAX concurrently with the receipt of such data from each Patient (as defined below).
- d. Where technical issues prevent the Participating Clinic from complying with Section 3(c), the Participating Clinic 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 Participating Clinic 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 Participating Clinic that the Province of Ontario requires to be entered into COVAX.
- f. The Participating Clinic shall not resell, distribute, damage, or provide unnecessary access to COVAX.
- g. The Participating Clinic shall ensure its staff complies with and signs or electronically accepts the Acceptable Use Policy from the Ministry of Health (the "**Ministry**"), as amended from time to time, including, but not limited to, the confidentiality provisions contained therein.
- h. The Participating Clinic shall, and shall ensure that its staff, comply with the privacy and confidentiality provisions in Schedule "A".
- i. Where the Halton PHU's assistance is required to add or remove COVAX users on behalf of the Participating Clinic, the Participating Clinic shall provide the Halton PHU with prompt

notice. The Halton PHU will make such additions or deletions as soon as reasonably possible.

- j. The Participating Clinic acknowledges that each COVAX User: (i) must have his/her own COVAX account; and (ii) must have his/her 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 Participating Clinic shall schedule, reschedule and cancel its own appointments.
- b. Subject to Section 5(d), the Participating Clinic shall, to the extent reasonably possible in the circumstances: (i) only give COVID-19 vaccines to those permitted under the Provincial Government's guidelines in effect at the time of administration; and (ii) follow the Medical Officer of Health's reasonable 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 Participating Clinic with COVID-19 vaccine in the type and quantity the Halton PHU reasonably determines.
- b. The Parties acknowledge the Halton PHU has no control over the supply of COVID-19 vaccine and cannot guarantee the Participating Clinic a supply.
- c. The Halton PHU will provide the Participating Clinic with reasonable updates on the Halton PHU's expected COVID-19 vaccine supply and allot quantities to the Participating Clinic as far in advance as the Halton PHU is reasonably able. The Halton PHU reserves the right to reduce the supply of the Participating Clinic's allotted COVID-19 vaccines on no less than 72 hours notice to the Participating Clinic.
- d. The Participating Clinic shall take all reasonable steps to avoid wasting COVID-19 vaccine. Subject to Section 5(e), to prevent wastage the Participating Clinic has the option to vaccinate individuals who do not meet the requirements of Section 4(b).
- e. Where, in order to avoid wastage of COVID-19 vaccine, the Participating Clinic provides a COVID-19 vaccine to a member that does not meet the requirements of Section 4(b) (a "**Non-eligible Recipient**"), it shall report such vaccination to the Halton PHU no later than 48 hours after vaccinating such Non-eligible Recipient and provide the Halton PHU with such details about the Non-eligible Recipient and the reason why such Non-eligible Recipient received a COVID-19 vaccine as the Halton PHU reasonably requires.
- f. When handling or storing COVID-19 vaccine, the Participating Clinic 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 Participating Clinic acknowledges that the Province of Ontario is primary source of support for the operation of the Participating Clinic's vaccination program.
- b. Subject to Section 6(d), where support is required, the Participating Clinic 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 Participating Clinic 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 Participating Clinic 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 physical distancing and other 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 Participating Clinic shall forthwith provide such reports to the Halton PHU as the Halton PHU reasonably requires in respect of, amongst other thing: (i) COVID-19 vaccine wastage; (ii) COVID-19 vaccines given to Non-eligible Recipients; (iii) cold chain management; (iv) clinic staffing; and (v) completion of staff training.
- b. The Halton PHU has the option on 24 hours notice to attend at the Participating Clinic to review any matter that pertains to the operation of the Participating Clinic's vaccination program and, in such case, the Participating Clinic 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 Participating Clinic 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 Participating Clinic'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 Participating Clinic 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 participating clinics to roll out COVID-19 vaccinations.

9. Costs, Supplies, Billing and IT.

- a. The Participating Clinic shall provide, and be responsible for the costs of, its own PPE supplies, sharps container and other infrastructure related to vaccine administration, although syringes and other similar supplies will be supplied, where possible.
- b. The Participating Clinic 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 Participating Clinic is responsible for all expenses incurred in running its vaccination program. The Participating Clinic shall bill the Ontario Health Insurance Plan ("OHIP") for its time, where applicable. The Participating Clinic 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 Participating Clinic's expenses will be paid to the Participating Clinic by the Halton PHU.

10. Insurance and Indemnities.

- a. The Participating Clinic shall maintain the greater of: (i) the minimum malpractice liability insurance required by the college by which it is governed; or (ii) \$1,000,000 per malpractice claim. Upon request by the Halton PHU, the Participating Clinic shall provide the Halton PHU with proof of malpractice insurance.
- b. The Participating Clinic 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 Participating Clinic; or (b) the negligence or intentional acts of the Participating Clinic arising from this Agreement.
- c. 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 and agents from time to time.
- d. The provisions of Section 10(b) 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 (such 1 year period, along with any extension, the "**Term**"). This Agreement may be extended for such period of time as the Parties may agree to in writing.
- 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 Participating Clinic no less than 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, 30 days after the Participating Clinic receives written notice from the Halton PHU.
 - ii. Subject to the next sentence, the Participating Clinic has the option to terminate this Agreement at any time by giving the Halton PHU no less than 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, 30 days after the Halton PHU receives written notice from the Participating Clinic. Notwithstanding the foregoing, the Participating Clinic shall continue its vaccination program long enough to fulfill all appointments that have already been booked into the Participating Clinic as of the date the Participating Clinic gives the Halton PHU the above-described notice.
 - iii. The Halton PHU has the option to terminate this Participating Clinic immediately upon written notice to the Participating Clinic: (i) if the COVAX Agreement is

terminated for any reason; or (ii) the Participating Clinic 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 Participating Clinic an employee of the Halton PHU or *vice versa*.
- c. The Participating Clinic 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: Patricia Hewitt
Email: Patricia.Hewitt@halton.ca

to the Participating Clinic:

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 page]

THE REGIONAL MUNICIPALITY OF HALTON

BY: _____
Name: Dr. Hamidah Meghani
Title: Commissioner and Medical Officer of Health

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

NOTE that all doctors practicing in association, in a cost sharing arrangement or as individuals must each sign

<p>Doctor #1</p> <hr/> <p>If <u>individual</u>, print name here</p> <hr/> <p>If practicing through a <u>corporation</u>, print corporation's name here</p> <hr/> <p>Signature</p>	<p>Doctor #2</p> <hr/> <p>If <u>individual</u>, print name here</p> <hr/> <p>If practicing through a <u>corporation</u>, print corporation's name here</p> <hr/> <p>Signature</p>
<p>Doctor #3</p> <hr/> <p>If <u>individual</u>, print name here</p> <hr/> <p>If practicing through a <u>corporation</u>, print corporation's name here</p> <hr/> <p>Signature</p>	<p>Doctor #4</p> <hr/> <p>If <u>individual</u>, print name here</p> <hr/> <p>If practicing through a <u>corporation</u>, print corporation's name here</p> <hr/> <p>Signature</p>

<p>Doctor #5</p> <hr/> <p>If individual, print name here</p> <hr/> <p>If practicing through a corporation, print corporation's name here</p> <hr/> <p>Signature</p>	<p>Doctor #6</p> <hr/> <p>If individual, print name here</p> <hr/> <p>If practicing through a corporation, print corporation's name here</p> <hr/> <p>Signature</p>
<p>Doctor #7</p> <hr/> <p>If individual, print name here</p> <hr/> <p>If practicing through a corporation, print corporation's name here</p> <hr/> <p>Signature</p>	<p>Doctor #8</p> <hr/> <p>If individual, print name here</p> <hr/> <p>If practicing through a corporation, print corporation's name here</p> <hr/> <p>Signature</p>
<p>Doctor #9</p> <hr/> <p>If individual, print name here</p> <hr/> <p>If practicing through a corporation, print corporation's name here</p> <hr/> <p>Signature</p>	<p>Doctor #10</p> <hr/> <p>If individual, print name here</p> <hr/> <p>If practicing through a corporation, print corporation's name here</p> <hr/> <p>Signature</p>

[SIGNATURE PAGE FOR PRACTICING IN A CORPORATION]

If practicing through a corporation, please sign on this page

Print Name of Corporation

Signature of Signing Authority

Title of Signing Authority (e.g. President)

[SIGNATURE PAGE FOR PRACTICING IN A PARTNERSHIP]

If practicing through a partnership, please sign on this page

Print Name of Partnership

Print Name of Person Signing

Signature of Signing Authority

Title of Signing Authority (e.g. Partner)

Schedule "A"

Privacy and Confidentiality

1. **PHIPA.** The Participating Clinic 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 Participating Clinic 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.
2. **PHIPA, MFIPPA and FOI.** For greater certainty, each Party shall comply with all applicable privacy laws, including the 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 Participating Clinic for the purposes of entering data into COVAX are subject to the provisions of the 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 Participating Clinic shall make any Patient Data collected and maintained by the Participating Clinic 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 Participating Clinic 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 Participating Clinic shall treat as confidential and shall not use, publish, release or disclose, or permit to be published, released or disclosed the Confidential Information of the Halton PHU.
6. **Terms of this Agreement.** The Participating Clinic shall treat the terms of this Agreement as the Confidential Information of the Halton PHU.
7. **Breach.** The Participating Clinic 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 Participating Clinic's employees, agents or contractors.
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); (b) all information about the number of COVID-19 vaccines the Halton PHU proposes to deliver or delivers to the Participating Clinic; 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 Participating Clinic 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 Participating Clinic becomes widely available to the Canadian public through no breach of this Agreement by the Participating Clinic or any unauthorized act or omission on the part of the Participating Clinic; (iv) is or becomes available to the Participating Clinic 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 Participating Clinic 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.