

Ministry of Transportation

Office of Assistant Deputy Minister
and Chief Engineer

Transportation Infrastructure Management Division
4th Floor, Garden City Tower
301 St. Paul Street
St. Catharines, Ontario L2R 7R4
Tel Number: 905 321-3268

ministère des Transports

Bureau du sous-ministre adjoint
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Division de la gestion de l'infrastructure de transport
4^e étage, tour Garden City
301, rue St. Paul
St. Catharines (Ontario) L2R 7R4
Tél. : 905 321-3268



Dear **[insert workplace contact name]**:

I am writing to set out the terms of an agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation (“Ontario”) and **[insert legal name of workplace]** (the “Participant”).

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 conditions of the Program.

The objective of the Program is to provide an additional safety measure in high-risk and essential workplaces, by providing access to point-of-care antigen tests to enable Participants to provide enhanced workplace screening to help guard against the spread of COVID-19.

The Participant acknowledges and agrees as follows:

1. As part of the Program, the Province 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 the Province. The Province makes no guarantees about the availability or volumes of Test Kits that the Participant may receive and the Participant hereby releases the Province from, and shall hold the Province harmless for, any damages or claims of any nature or kind whatsoever arising from any unavailability or delay in the provision of Test Kits.
2. 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. The Participant hereby releases the Province from, and shall hold the Province harmless for, any damages or claims of any nature or kind whatsoever arising from the use of the Test Kits, including without limitation for any impacts arising from false-positive or false-negative test results.
3. The Participant agrees that the tests administered through the Test Kits shall be provided free of any and all fees or charges. The Participant shall ensure that no fee of any kind whatsoever is charged, whether directly or indirectly, for the

administration of tests, or the provision of results, through the use of the Test Kits. The Participant shall not allow any other person to charge any fee or charge to administer the tests, or provide test results for, from the use the Test Kits.

4. The Participant hereby agrees to promptly return, at the Participant's cost, any unused Test Kits upon termination of the Program, or if requested by the Province.
5. The Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program may be subject to disclosure in accordance with that Act.
6. 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.
 - b. Report Program data regarding use of the Test Kits through the Health Data Collection Service, at least once every seven (7) calendar days.
 - c. In providing COVID-19 point-of-care antigen testing to individuals using the Test Kits at the Participant's site, ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:
 - i. Ministry of Health COVID-19 Guidance: Considerations for Rapid Antigen Screening.
 - ii. Public Health Infection, Prevention and Control (IPAC) guidelines.
 - d. 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.
 - e. 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 that has the appropriate knowledge, skills, judgment, and oversight to perform the test correctly.
7. This agreement comes into effect upon execution and shall expire on March 31, 2022, unless terminated earlier in accordance with this section. Ontario may terminate this Agreement immediately upon written notice to the Participant if 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.

8. 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 this 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. If you agree with the terms above, please sign this agreement and return a copy to: Jennifer Fisk, Senior Strategic Advisor in the Transportation Infrastructure Management Division at Jennifer.Fisk@ontario.ca.

Sincerely,



Jennifer Graham Harkness, P.Eng.
Assistant Deputy Minister / Chief Engineer

Attachments

I agree with the terms above and have the authority to bind the Participant.

[INSERT LEGAL NAME OF WORKPLACE]:

Signature: _____

Name: _____

Title: _____

Date: _____

Sincerely,

Jennifer Graham Harkness, P.Eng.
Assistant Deputy Minister / Chief Engineer