

PROVINCIAL ANTIGEN SCREENING PROGRAM AGREEMENT/COMMITMENT

This letter sets out the terms of an agreement between Trent Hills and Chamber of Commerce and (“the Chamber”) and _____ (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. This program is under the sole responsibility and discretion of the Province of Ontario. The Province makes no guarantees about the availability or volumes of Screening Kits that may be available for distribution by the Chamber. 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 Chamber 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 at the sole and absolute discretion of the Chamber. The Chamber makes no guarantees about the availability or volumes of Test Kits that the Participant may receive.
2. The Test Kits distributed by the Chamber to the Participant are provided free of charge, on an “as is” basis. Other than any warranty provided by the manufacturer, the Chamber 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 and in this regard, the Chamber shall not be liable to the Participant for loss, claim, or demand made by the Participant, or made against the Participant by any other party, due to or arising from the transfer, handling, storage, use or disposal of the Test Kits, and the Participant shall indemnify the Chamber and the Province of Ontario from and against any and all such losses, claims or demands (including in respect of any other party). The Participant’s sole recourse shall be against the manufacturer.
3. 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.
4. 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. The participant receiving the Test Kits must report the following data regarding use of the Test Kits to the Chamber, at least once every seven (7) Calendar days:
 - i) The type of rapid test used;
 - ii) Number of rapid antigen tests used;
 - iii) Number of invalid rapid antigen test results;
 - c. Participants shall ensure that there is no fee charged to persons being screened using the Test Kits. Such screening must be provided free of charge to the person being tested.

- d. In providing COVID-19 point-of-care antigen testing to individuals using the Test Kits at their sites, participants that receive the Test Kits must 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.
 - e. Participants that receive the Test Kits must supply, at the business' 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 their site.
 - f. 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.
5. This agreement comes into effect upon execution and shall expire on March 31, 2022, unless terminated earlier in accordance with this section. The Chamber may terminate this Agreement: (a) immediately upon written notice to the Participant if Participant fails to comply with any term of this agreement, or (b) upon thirty (30) days written notice to the Participant. 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 Chamber.
 6. 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:

Nancy Allanson, Executive Director, Trent Hills Chamber of Commerce nancy@trenthillschamber.ca

LEGAL NAME OF WORKPLACE: _____

I agree with the terms above and have the authority to bind the Participant. I agree to be the Screening Supervisor and Primary Contact with the Chamber.

Company Representative

Screening Supervisor/Contact

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Direct Phone: _____

Email: _____

Direct E-mail: _____

Date: _____

Date: _____

This section is not to be completed until your initial visit to the Chamber:

____ Initial to declare that you, as the Screening Supervisor/Contact, have watched the training video.