

Mutual Assistance Agreement

This Agreement made this _____ day of _____, 2012.

BETWEEN THE:

Board of Health of the Chatham-Kent Public Health Unit
Board of Health of the Elgin St. Thomas Health Unit
Board of Health of the Grey Bruce Health Unit
Board of Health of the Huron County Health Unit
Board of Health of the County of Lambton-Community Health Services Department
Board of Health of the Middlesex-London Health Unit
County of Oxford - Department of Public Health & Emergency Services
Board of Health of the Perth District Health Unit
Board of Health of the Windsor-Essex County Health Unit

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1.0 In this Agreement, unless the context otherwise requires:

- a) "Assisted Health Unit" means the Health Unit receiving assistance from a party to this Agreement, pursuant to this Agreement;
- b) "Assisting Health Unit" means the Health Unit providing assistance to a party to this Agreement, pursuant to this Agreement;
- c) "Requesting Party" means the Health Unit asking for assistance from another party to this Agreement, pursuant to this Agreement;
- d) "Workers" means collectively employees, contractors, servants and agents employed or hired by a party to this Agreement;
- e) "MOH" means the Medical Officer of Health or his or her designate;
- f) "Incremental Costs" means costs that the Assisting Health Unit would not otherwise have incurred had they chosen not to assist the Requesting Party.

2.0 Requesting Assistance

- 2.1 During an emergency, any party may request assistance from any of the other parties in accordance with clause 2.2 hereof and such request may include specialized personnel, services, supplies, equipment and/or material.
- 2.2 Each party hereby authorizes the MOH of the Requesting Party to make the initial request for assistance. Requests to each party shall be made to the MOH of that party, and the MOH of that party is authorized to receive the request and to act on their Health Unit's behalf for all purposes under this Agreement.

- 2.3 The MOH of the Requesting Party will follow up any oral requests with a request in writing within three (3) days of the initial oral request setting out in detail the specific personnel, services, supplies, equipment or material that has been requested as assistance. Notwithstanding the requirement for a written request, the Assisting Health Unit may provide assistance to the other party upon receipt of the oral request.
- 2.4 The Assisting Health Unit shall respond to the request, if possible, within one (1) day, and may at its sole discretion determine the type, scope, nature and amount of assistance it will provide. The Assisting Health Unit shall within three (3) days of receiving the request, confirm in writing to the Requesting Party, the assistance it has agreed to provide or, if applicable, that it will not be providing any assistance.
- 2.5 The parties may alter the assistance to be provided to the Assisted Health Unit under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting Party within three (3) days.
- 2.6 When assistance has been offered or provided by the Assisting Health Unit, the Assisting Health Unit shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 2.7 Nothing in this Agreement shall prevent the Assisting Health Unit, in its sole discretion, from withdrawing any or all assistance it had agreed to provide to the Assisted Health Unit. Any withdrawal of assistance by the Assisting Health Unit shall be made upon at least forty-eight (48) hours' notice to the Assisted Health Unit, or as soon as reasonably practicable unless the Assisting Health Unit is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Health Unit immediately on notice.
- 2.8 The Assisted Health Unit may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Health Unit of this verbally and shall confirm in writing. Upon receipt of such verbal or written notification, the Assisting Health Unit shall terminate the provision of all such assistance.
- 2.9 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 2.10 Notwithstanding anything contained herein, no liability shall attach or accrue to the Assisting Health Unit for any reason whatsoever, for failing to provide or continue to provide any assistance under this Agreement.

3.0 Costs and Payment

- 3.1 The parties agree that any and all actual Incremental Costs for assistance are to be paid by the Assisted Health Unit. Notwithstanding the above and in exceptional circumstances, the parties may agree otherwise. Such costs shall include incremental wages, salaries, benefits and expenses incurred by the Assisting Health Unit while providing the assistance, provided said expenses are reasonable in the circumstances.
- 3.2 The Assisted Health Unit shall be responsible for providing, if necessary, all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement in accordance with the policies of the Assisting Health Unit.
- 3.3 The Assisting Health Unit shall provide to the Assisted Health Unit, if practical, an estimate of the cost of providing the assistance.
- 3.4 The Assisting Health Unit will provide a detailed invoice to the Assisted Health Unit for costs incurred for the assistance. Where available, receipts for disbursements shall be forwarded in support of the invoice.
- 3.5 The Assisted Health Unit shall remit payment of the amount owing for the assistance provided within sixty (60) days of the termination of the Emergency or the receipt of the Assisting Health Unit's invoice, whichever is later.
- 3.6 Any discrepancy relating to an invoice shall be discussed between the Parties involved and additional documentation shall be provided. The Parties shall attempt in good faith to reach resolution as expeditiously and amicably as possible. The Parties may agree on a method of third party resolution, if necessary, and shall share the costs of same equally.

4.0 Employment Relationship and Benefits

- 4.1 Despite the fact that Workers may be assigned to perform duties for the Assisted Health Unit, in all respects, the Workers of the Assisting Health Unit retain their employment or contractual relationship with the Assisting Health Unit. The parties acknowledge and agree that the Assisted Health Unit shall not be deemed the employer of the Assisting Health Unit's Workers, under any circumstances or for any purpose whatsoever. The Assisting Health Unit shall remain responsible for all statutorily required deductions, contributions and/or payments, such as EI, CPP, and WSIB.

5.0 Supervision

- 5.1 Every Assisting Health Unit shall assign its personnel to perform tasks as directed by the MOH or the Emergency Control Group of the Assisted Health Unit and shall ensure that any assistance it provides is in accordance with the instructions of the MOH or Emergency Control Group.

- 5.2 Should any Workers of the Assisting Health Unit refuse to perform assigned tasks because they believe their health or safety is in danger, in accordance with the *Occupational Health and Safety Act*, the supervisory personnel of the Assisted Health Unit will immediately discuss the matter with the Medical Officer of Health of the Assisting Health Unit. For purposes of interpreting Section 43 of the *Occupational Health and Safety Act*, the term "supervisor" means the relevant supervisor of the Assisted Health Unit and the term "employer" refers to the Assisting Health Unit.

6.0 Rights and Records

- 6.1 Unless otherwise specified, the Assisted Health Unit shall afford to the personnel of the Assisting Health Unit, operating within the Assisted Health Unit's jurisdiction, the same powers and rights as are afforded to like personnel of the Assisted Health Unit.
- 6.2 Confidentiality and Record Keeping: Any personal (health) information collected, used or disclosed by an Assisting Health Unit while assisting an Assisted Health Unit pursuant to this Agreement is subject to the rights, responsibilities, and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Protection Act, 2004*. While the circle of care provisions of the legislation may also assist in the legal disclosure of any personal health information between Parties under this Agreement, the Parties hereby state their intention that the Assisting Health Unit and its employees, contractors, servants and agents are acting as agents of the Assisted Health Unit in the collection, use or disclosure of any personal (health) information, which is at all times the intellectual property of and under the care, custody and control of the Assisted Health Unit. The Assisted Health Unit may direct the Assisting Health Unit how to safeguard and deal with the information to meet the purposes of this Agreement and the Assisting Health Unit shall protect and treat the personal (health) information according to the standards of the applicable legislation and in accordance with the directions of the Assisted Health Unit, acting reasonably.

7.0 Insurance

- 7.1 During the term of this Agreement, each Party shall obtain and maintain in full force and effect general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for coverage for personal injury, public liability and property damage. Such policy shall:
- 7.1.1 Have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
 - 7.1.2 Contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - 7.1.3 Name all of the other Parties as an additional insured with respect to any claim arising out of the Assisted Health Unit's obligations under this Agreement or the Assisting Health Unit's provision of personnel, services, equipment or material pursuant to this Agreement; and

7.1.4 Include a non-owned automobile endorsement; and

Upon request of any Party, each Party shall provide proof of insurance if so required in a form satisfactory to the requesting Party.

7.2 During the term of this Agreement, each Health Unit must have Medical Malpractice Liability Insurance of at least \$2,000,000 per claim for any professional staff providing assistance under this Agreement. The Assisted Health Unit may request proof of coverage.

7.3 Nothing in this Agreement affects a Party's statutory responsibilities under the *Health Protection and Promotion Act*, its regulations, and the Ontario Public Health Standards.

8.0 Indemnification

8.1 The Assisted Health Unit shall defend, indemnify and save harmless the Assisting Health Unit, its directors, officers, and employees, from any and all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of assistance provided pursuant to this Agreement. The indemnity herein provided shall include all costs, including but not limited to duties, dues accounts, demands, penalties, fines and fees (including, without limitation, all reasonable expenses).

8.2 Notwithstanding the foregoing, the Assisted Health Unit shall not be obligated or liable for any injury or death of any person or damage to any property caused by the negligence of the Assisting Health Unit.

9.0 Term and Termination

9.1 This Agreement shall be in effect for each Party from the date on which each Party signs the Agreement.

9.2 Despite any other section of this Agreement, any Party may terminate this Agreement upon at least sixty (60) days' written notice to the other Parties. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.

10.0 Notice

10.1 Unless otherwise provided in this Agreement or advised in writing by the party, written notice given pursuant to this Agreement shall include e-mail notification. Assistance in writing shall be addressed to:

- a) If to Chatham-Kent Public Health Unit, at:
435 Grand Avenue West, PO Box 1136
Chatham, Ontario, N7M 5L8
E-mail: david.colby@chatham-kent.ca
- b) If to Elgin St. Thomas Health Unit, at:
99 Edward Street
St. Thomas, Ontario, N5P 1Y8
E-mail: fwarsh@elginhealth.on.ca
- c) If to Grey Bruce Health Unit, at:
101 17th Street East
Owen Sound, Ontario, N4K 0A5
E-mail: h.lynn@publichealthgreybruce.on.ca
- d) If to Huron County Health Unit, at:
Health & Library Complex
RR #5, 77722B London Road
Clinton, Ontario, N0M 1L0
E-mail: ncameron@huroncounty.ca
- e) If to County of Lambton-Community Health Services Department, at:
160 Exmouth Street
Point Edward, Ontario, N7T 7Z6
E-mail: dr.greensmith@county-lambton.on.ca
- f) If to Middlesex-London Health Unit, at:
50 King Street
London, Ontario, N6A 5L7
E-mail: graham.pollett@mlhu.on.ca
- g) If to County of Oxford - Department of Public Health & Emergency Services, at:
410 Buller Street
Woodstock, Ontario, N4S 4N2
E-mail: lbeath@oxfordcounty.ca
- h) If to Perth District Health Unit, at:
653 West Gore Street
Stratford, Ontario, N5A 1L4
E-mail: mklassen@pdhu.on.ca
- i) If to Windsor-Essex County Health Unit, at:
1005 Ouellette Avenue
Windsor, Ontario, N9A 4J8
E-mail: aheimann@wechealthunit.org

11.0 Rights & Remedies

- 11.1 Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

12.0 Entire Agreement & Miscellaneous

- 12.1 This Agreement embodies the entire Agreement and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the Parties prior to or at the date of execution. If a more specific agreement for a particular Emergency, Urgent Project or unavailability of the appointed medical officer of health or other purpose is made between the Parties, or any two of them, while this Agreement is in place, the parties to the more specific agreement shall enunciate their preferences regarding priority between this Agreement and the other more specific agreement. This Agreement may be signed in counterparts, and if so, each Party shall ensure that a copy of their signed original is sent to the Perth District Health Unit who will retain the signed originals and compile them into a single document. A copy of this document will be forwarded to each participating Health Unit.
- 12.2 Should any provision of this Agreement be declared null and void or inoperative, the remainder of the Agreement will remain in full force and effect.
- 12.3 This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and assigns.
- 12.4 This Agreement shall not be assigned by any Party.
- 12.5 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 12.6 The parties agree that Sections 8.0, 2.1, 3.0, 6.0 and 10.0 of this Agreement shall survive and remain in force notwithstanding the termination by any party of its participation in this Agreement, in respect of any matter occurring prior to the termination by such party of its participation herein.
- 12.7 This Agreement shall be governed by the laws of the Province of Ontario and Canada.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

THE BOARD OF HEALTH OF THE CHATHAM-KENT PUBLIC HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE ELGIN ST. THOMAS HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE GREY BRUCE HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE HURON COUNTY HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE COUNTY OF LAMBTON-COMMUNITY HEALTH SERVICES DEPARTMENT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE MIDDLESEX-LONDON HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

COUNTY OF OXFORD - DEPARTMENT OF PUBLIC HEALTH & EMERGENCY SERVICES

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE PERTH DISTRICT HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE WINDSOR-ESSEX COUNTY HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.