



## **Provincial Antigen Screening Program (PASP) Participation Agreement**

## Updated December 12, 2022

Workplace Name:	
Workplace Address:	
Workplace Phone:	

The PASP is a "Supervised Self-Screening Program" for workplace employee screening. The objective of the program is to provide an additional safety measure in small businesses that are high-risk and essential workplaces, by providing access to Covid-19 point-of-care antigen tests to small businesses to enable them to provide enhanced workplace screening to help guard against the spread of Covid-19. The Program is not intended to provide a business (e.g. restaurant, bar, store, personal care service, pharmacy, entertainment or sports venue) with COVID-19 point-of-care antigen test kits to screen their patrons or customers. The Province of Ontario has provided test kits to the Amherstburg Chamber of Commerce (ACOC) and Amherstburg Community Services (ACS), free of charge, to distribute, under agreement, to small businesses with 150 employees or less in the province. The Province, and by extension, ACOC and ACS, makes no guarantees about the availability or volumes of screening kits that may be available.

If you are ordering Covid-19 Rapid Antigen Screening Kits from the ACOC as part of the PASP, the following terms and conditions apply:

**1**. Upon execution of this document, completion of training by watching the Rapid Test training video on the ACOC website, test kits can be picked up at Amherstburg Community Services, 320 Richmond Street, Amherstburg ON.

- 2. Eligible Businesses that receive the test kits must ensure that the test kits are:
  - a. Used only for the purposes of the initiative; and
  - <u>b.</u> Not resold or distributed to any other person (with or without charge)
  - <u>c.</u> Only used to screen eligible persons.
  - <u>d.</u> Ensure compliance with subsection 63(2) of the *Occupational Health and Safety Act* by obtaining a worker's written consent if the Participant decides to require the worker to disclose their COVID-19 vaccination status in connection with the Program.

**3.** Eligible businesses 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.





4. In providing Covid-19 point-of-care antigen testing to individuals using the test kits at their sites, or for individuals to perform at their place of residence, eligible businesses that receive the test kits must ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:

- a. <u>COVID-19 Provincial Testing Guidance (refer to most updated version) and any</u> additional resources contained within
- b. Public Health Infection, Prevention and Control (IPAC) guidelines.
- c. the storage or use of the Test Kits; or
- $\underline{d}$ . the return or handling of any Test Kits that have not been used by the Participant.
- e. Disposal of waste from Rapid Antigen tests

5. Eligible businesses 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 or for individuals to perform at their place of residence.

6. Eligible businesses that receive the test kits must ensure that the person performing COVID-19 point-of-care antigen testing using the test kits at their site must be a health professional or trained individual that has the appropriate knowledge, skills, judgment, and oversight to perform the test correctly. The Screening Supervisor must watch the provided training video on the ACOC website.

7. The ACOC and ACS have chosen to participate in this program to help local employers reduce the spread of Covid-19 and help keep our community safe. The ACOC and ACS shall not be liable for any loss, claim, or demand made by participating businesses or their employees, or made against participating businesses by any other party, due to or arising from the transfer, handling, storage, use or disposal of the test kits, and participating businesses shall indemnify the ACOC and ACS from and against any and all such losses, claims or demands (including in respect of any other party).

**8.** This agreement comes into effect upon execution and shall expire on June 30, 2023, unless terminated earlier in accordance with this section. The ACOC may terminate this Agreement immediately upon written notice to you if you fail to comply with any term of this Agreement. For clarity, if the agreement is terminated, you shall no longer be participating in the PASP and shall not receive any further access to screening kits from the ACOC and ACS.

Workplace Name:	
Screening Supervisor Name (Print):	
Screening Supervisor Email:	
Screening Supervisor Signature:	
Date Signed:	