

**HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT  
MEMORANDUM OF UNDERSTANDING  
FOR THE USE OF THE FENELON FALLS COMMUNITY CENTRE, FENELON  
FALLS, ONTARIO FOR THE PURPOSE OF EMERGENCY MASS HEALTH  
PROTECTION CLINICS**

---

An agreement to authorize the use of the Fenelon Falls Community Centre, 27 Veterans Way, Fenelon Falls, Ontario K0M 1N0 for the purpose of holding mass health protection clinics.

The purpose of this agreement is to establish the framework through which the Haliburton, Kawartha, Pine Ridge District Health Unit (HKPRDHU) will have access to 27 Veterans Way, Fenelon Falls ON in the event a declared or un-declared public health emergency mass health protection clinic is required. This location will be used as a mass clinic for the purpose of administering vaccine, anti-viral or other public health clinic intervention to the population for a duration pending the conditions of the need.

This agreement made \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between:

The Haliburton, Kawartha, Pine Ridge District Health Unit and  
the City of Kawartha Lakes

**WHEREAS**, the legal basis for emergency management in the province of Ontario is in part provided for in the Emergency Management and Civil Protection Act (EMCPA). The EMCPA requires ministries and municipalities to develop and implement an emergency management program consisting of emergency plans, training programs, exercises, and public education, as well as infrastructure to support emergency response. An Order-in-Council (OIC) under the EMCPA identifies the specific emergency management responsibilities for ministries of the Crown. The Ministry of Health and Long-Term Care, for example, has the OIC responsibility for taking a lead role in emergencies relating to human health, disease and epidemics and health services during an emergency.

**AND WHEREAS**, the Health Protection and Promotion Act (HPPA) identifies the powers and responsibilities of boards of health, medical officers of health and the Chief Medical Officer of Health (CMOH). The purpose of the HPPA is to “provide for the organization and delivery of public health programs and services, the prevention of the spread of disease and the promotion and protection of the health of the people of Ontario.”

Health protection is a cornerstone of the HPPA and of public health activities in the province of Ontario. Boards of health have a responsibility for identifying and preventing, reducing, or eliminating health hazards and addressing communicable diseases. The HPPA provides legal authority for the boards of health to respond to a public health emergency that has been determined to be a health hazard or as the result of a communicable disease.

**AND WHEREAS**, the HPPA makes provision under the Ontario Public Health Standard Protocols programs and services for the control of communicable diseases and reportable diseases, including provision of immunization services to children and adults;

**NOW THEREFORE**, the parties hereby agree to the following:

## DEFINITIONS

In this agreement:

- a) **“City of Kawartha Lakes”** means the unitary municipality in Central Ontario Canada;
- b) **“Facility”** means any building, grounds, apparatus, equipment, vehicles owned or under the control of The Fenelon Falls Community Centre, 27 Veterans Way, Fenelon Falls, Ontario
- c) **“Emergency Mass Health Protection Clinic”** means an event that demands a large-scale administration of vaccine or other medical intervention to a population in responding to a public health emergency;
- d) **“Municipality”** means any town, village or township located within the jurisdiction of the Health Unit.

## NOTIFICATION

To activate an **Emergency Mass Health Protection Clinic** event, the Medical Officer of Health or her/his designated alternate of the HKPRDHU will advise the City of Kawartha Lakes of the requirement to use the facility by notifying the respective facility director, or her/his designated alternate in writing. The written request shall be set out as outlined in Schedule “A”. Such request shall be responded and confirmed in writing within one business day by the City of Kawartha Lakes. The City of Kawartha Lakes can outline any concerns with the proposed dates and times of the clinics at the time of response.

## LIAISON

Upon activation of an Emergency Mass Health Protection Clinic event, the HKPRDHU will supply, but not be limited to, a Health Unit staff member to manage the activities in the facility. On receipt of an Emergency Mass Health Protection Clinic notification from the HKPRDHU, the City of Kawartha Lakes will be prepared to provide a facility liaison person to advise the staff members of the HKPRDHU.

The liaison person will be expected to provide the Health Unit staff member with information related to measures being employed to safeguard staff, and to protect the facility.

## USE OF FACILITY

In the event that an Emergency Mass Health Protection Clinic is required, the City of Kawartha Lakes agrees to make available to the HKPRDHU as much of the facility as may be needed. The Health Unit and the City of Kawartha Lakes will give due consideration to the requirements of the facility for safe accommodation of staff.

Notwithstanding the above paragraph and following the declaration of a local state of emergency to exist, final authority for the use and control of the facility shall rest with the City of Kawartha Lakes.

## **STAFFING**

The City of Kawartha Lakes shall have one or more members of its staff on the facility premises at all times or an oncall staff member depending on staffing levels, to assist with the operation and maintenance of the facility.

The HKPRDHU will have one or more members of its staff on the facility premises at all times to assist with the operation and maintenance of the Emergency Mass Health Protection Clinic services under the direction of the Health Unit.

## **DILIGENCE AND CARE**

The HKPRDHU and other parties having authority to use the facility shall exercise due diligence and care and shall not interfere with any of the facility activities unless deemed necessary as part of the response to the Emergency Mass Health Protection Clinic event.

Prior to the use of the facility, a duly authorized representative of the facility and a duly authorized representative of the Health Unit shall jointly inspect the facility and/or equipment to be used. Schedule "B" will then be signed by both parties outlining any pre-use damage or deficiencies.

Upon termination of use by the Health Unit, both parties shall again inspect the facility and/or equipment, making note of any damage, deficiencies or other such factors resulting from the Health Unit's use of said facility. Schedule "C" will then be signed by both parties to confirm any post-use damage or deficiencies.

## **INDEMNITY**

The HKPRDHU hereby agrees to save harmless and indemnify the City of Kawartha Lakes , its Officers, and Employees from and against all claims, demands or causes of action whether at law or in equity, in respect of its use of the said facility as herein provided, and from and against all damages, losses, costs, charges and expenses which the facility may sustain or incur or be liable for in consequence of such claims or demands or causes of action, from any source whatsoever, excluding claims arising from negligence by the City of Kawartha Lakes, including but not necessarily limited to:

- a) claims, demands or causes of action by, or on behalf of, any staff of The Health Unit or its agents, employees or representatives;
- b) claims, demands or causes of action by any other person or persons using the facility pursuant to this agreement.

## **INSURANCE**

The parties hereto further covenant and agree that their public liability insurer(s) have been presented a copy of this agreement. The said insurer(s) will confirm full coverage under existing policies to include usage of the facility by officers and representatives of the parties hereto, their employees and agents and members of the public pursuant to the provisions of this agreement.

In addition, the parties further covenant to provide to the other party hereto a confirmation letter from its insurer(s). The letter will confirm receipt of the agreement and confirms and acknowledges its liability coverage for bodily injury and property damage related to those individuals utilizing the facility as set out in this clause and pursuant to the provisions of the agreement.

The HKPRDHU will provide Proof of Liability Insurance annually in the form of a Certificate of Insurance in the amount of 2,000,000, and will add the City of Kawartha Lakes as an Additional Insured. The City of Kawartha Lakes will also agree to provide Proof of Insurance to the Health Unit annually.

## **COSTS**

HKPRDHU will only use the facility for the purpose of providing public health protection services in response to a public health emergency and therefore will be a mutual collaboration between The City of Kawartha Lakes and the Health Unit. For this reason, the Health Unit will be exempted from the current City of Kawartha Lakes by-law regarding facility rental fee.

The HKPRDHU hereby agrees to reimburse the City of Kawartha Lakes for extraordinary costs arising from the Health Unit's use of the facility or equipment. Such costs may include, but are not limited to, the actual costs of supplies, overtime wages or salaries paid to facility employees, additional utility costs for heating and lighting, additional expenses incurred in cleaning the premises, additional security costs, and long-distance telephone charges.

Where possible, agreement shall be sought by the City of Kawartha Lakes from The Health Unit before such extraordinary expenditures are made by the City of Kawartha Lakes. Advance approval shall be sought in all cases for any single expenditure expected to exceed \$2,500.00.

Such payment will be made within 60 days of the submission of an invoice to the Health Unit.

Nothing in this agreement shall preclude The Health Unit from taking action to recover such costs paid to the City of Kawartha Lakes from such person or agency as may be found responsible for causing the emergency, or from seeking federal or provincial funding to cover any or all costs incurred by the Health Unit.

Upon payment by The Health Unit to the City of Kawartha Lakes, the City of Kawartha Lakes relinquishes all rights to seek damages or compensation from such person or agency as may be found responsible for causing the emergency, or from federal or provincial sources.

## **VOLUNTEERS**

Individual volunteers, or volunteer groups and agencies such as Red Cross, Salvation Army, or St. John Ambulance who are engaged by The Health Unit to manage or assist with the operation of clinics at the facility shall be considered as agents of the Health Unit.

## **CONDUCT ON FACILITY PREMISES**

The Health Unit agrees to take all reasonable precaution against vandalism, mischief or behavior contrary to provincial or federal statutes by any party or parties who are accommodated in the facility, or who make use of the facility or equipment and may retain a private security provider.

If required, the City of Kawartha Lakes may request that the Ontario Province Police (OPP) – Kawartha Lakes Detachment be present at such facility to maintain order.

## **FEEDING**

No food preparation or consumption will be carried out at the facility in locations other than those normally set aside for such activities. No stoves or other cooking devices other than those normally and permanently installed by the City of Kawartha Lakes in such facility shall be used.

## **RETURN OF EQUIPMENT AND SUPPLIES**

The HKPRDHU will be responsible for removing borrowed, donated or purchased equipment from the facility upon termination of the Emergency Mass Health Protection Clinic.

## **TERMINATION**

This agreement may be terminated by any of the parties hereto, by 60 days' notice given in writing to the other parties by delivering the same in person or by ordinary mail. Any notice shall be deemed to have been given on the third business day following the date on which it was mailed.

## **SUCCESSORS AND ASSIGNS**

This agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their seals attested by the proper officers in that behalf.

Haliburton, Kawartha, Pine Ridge District Health Unit

---

Cammie Jaquays , Board of Health Chair

---

Dr. Lynn Noseworthy,  
Medical Officer of Health

---

Andy Letham, Mayor  
City of Kawartha Lakes

---

Cathie            Richie,            CityClerk



## SCHEDULE "A"

### Memorandum of Understanding: Emergency Mass Health Protection Clinic Event

I, \_\_\_\_\_, Medical Officer of Health of the Haliburton, Kawartha, Pine Ridge District Health Unit, duly authorized to do so by the Board of Health, do hereby request of the use of the **Fenelon Falls Community Centre**, 27 Veterans Way, Fenelon Falls, Ontario, for an Emergency Mass Health Protection Clinic starting on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## SCHEDULE "B"

### Memorandum of Understanding: Facilities Pre-Used Damage or Deficiency

Upon joint inspection by HKPRHU staff, name of the staff\_\_\_\_\_, and  
Fenelon Falls Community Centre facility staff, name of the staff\_\_\_\_\_,  
on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_. The following pre-used damage  
and deficiency have been identified:



## SCHEDULE "C"

### Memorandum of Understanding: Facilities Post-Used Damage or Deficiency

Upon joint inspection by HKPRHU staff, name of the staff\_\_\_\_\_, and  
Fenelon Falls Community Centre facility staff, name of the staff\_\_\_\_\_,  
on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_. The following post-used damage  
and deficiency have been identified: