Ministry of Health Ministère de la Santé

Testing Planning and Planification et mise en œuvre Implementation relatives au dépistage

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DATE: March 30, 2022

TO: Lead Ministries of the Provincial Antigen Screening Program (PASP)

and Affiliate Program Stakeholders

FROM: Fredrika Scarth

Director, Testing Strategy Coordination Branch, Testing Planning

and Implementation, Ministry of Health

SUBJECT: Extension of the Provincial Antigen Screening Program

The Ministry of Health (MOH) launched the Provincial Antigen Screening Program (PASP) with an initial commitment to provide free rapid antigen tests to participating organizations to screen their employees until March 31, 2022. This program has been highly successful. As of March 24, 2022, over 102 million rapid antigen tests have been shipped to over 81,000 participating organizations through PASP to help keep Ontarians safe and stop the spread of COVID-19. We greatly appreciate your participation thus far.

This memo is to inform you that the PASP has been extended until at least July 31, 2022. All organizations that are open and operating in the province can continue to access free RATs to provide reassurance and an added layer of protection against COVID-19. Organizations can continue to order RATs through regular distribution channels; please refer your sector stakeholders to the Ontario Together Portal for more information on how to apply for RATs.

The one exception to the timeline extension is that RAT access for highest-risk settings, including long-term care, hospitals, retirement homes and other congregate care settings*, as well as Indigenous communities and organizations may continue to be prioritized beyond July 31, 2022 based on demand and in alignment with guidance from the Office of the Chief Medical Officer of Health.

An updated program agreement has been attached as **Appendix A** and **does not require a countersignature by participating organizations**. Any organization that continues to order RATs through the PASP is agreeing to continue to comply with all program Terms and Conditions described in the updated agreement, including an amended termination clause. The amended termination clause will allow MOH to terminate the program upon written notice to participating organizations.

Lead ministries are encouraged to share this information with all sector-specific stakeholders including program participants and affiliate partners as appropriate.



Thank you for your attention to this information and for your ongoing collaboration and partnership. We look forward to continuing to work with lead ministries and organizations participating in the program.

Key Contact Information

- For questions regarding the PASP Program including current orders please contact your lead partner ministry contacts or <u>PASP@ontario.ca.</u>
- Please refer to the Ontario Together Portal for information on how to apply for RATS.

Fredrika Scarth	Sincerely,	
	Fredrika Scarth	

Fredrika Scarth

Director, Testing Strategy Coordination Branch, Testing Planning and Implementation

c: Doug Kent, Assistant Deputy Minister, Supply Chain Stabilization, Ministry of Government and Consumer Services

Jackie Korecki, Director, Supply Chain Stabilization, Ministry of Government and Consumer Services

Enrico DiNino, Director, Pandemic Response, Ministry of Economic Development, Job Creation and Trade

Dr. Kieran Moore, Chief Medical Officer of Health

Dr. Fiona Kouyoumdjian, Assistant Medical Officer of Health

Elizabeth Walker, Director, Accountability and Liaison Branch, Office of the Chief Medical Officer of Health, Ministry of Health

Matthew Anderson, President and Chief Executive Officer, Ontario Health

Michele Henry, Director, Provincial Diagnostic Network

Regional Testing Leads, Ontario Health



Appendix A: Provincial Antigen Screening Program (PASP) Program Agreement

This agreement establishes a legal relationship between your organization (the "Participant") and the Government of Ontario ("Ontario").

By entering into this agreement, the Participant is enrolling in the <u>Provincial Antigen Screening</u> <u>Program</u> (the "Program") and agrees to comply with all of the terms and conditions of the Program.

The objective of the Program is to provide an additional safety measure in high-risk communities, organizations and essential workplaces, by providing access to point-of-care antigen tests to enable those participants to provide enhanced screening of their workers (employees, contractors and volunteers) and other eligible persons identified by the overseeing Ministry. 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 Participant acknowledges and agrees as follows:

- 1. As part of the Program, Ontario 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 Ontario. Ontario makes no guarantees about the availability or volumes of Test Kits that the Participant may receive.
- 2. The Participant shall comply with any direction or instructions issued by Ontario with respect to Test Kits. Without limiting the generality of the foregoing, the direction or instructions may pertain to:
 - (a) the storage or use of the Test Kits; or
 - (b) the return or handling of any Test Kits that have not been used by the Participant.
- 3. 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.
- 4. Ontario is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to Ontario in connection with the Program may be subject to disclosure in accordance with that Act.
- 5. If the Participant is providing COVID-19 point-of-care antigen testing to individuals using the Test Kits at the Participant's site, then the Participant shall:
 - a. Ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:
 - i. <u>COVID-19 Provincial Testing Guidance (refer to most updated version) and any additional resources contained within</u> Public Health Infection, Prevention and Control (IPAC) guidelines.



- b. 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.
- c. 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.
- 6. If the Participant is providing the Test Kits to individuals to perform COVID-19 point-of-care antigen testing on themselves at their place of residence (the "At-Home User"), then the Participant shall:
 - a. Ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:
 - i. <u>COVID-19 Provincial Testing Guidance (refer to most updated version) and</u> any additional resources contained within.
 - ii. Public Health Infection, Prevention and Control (IPAC) guidelines.
 - b. Ensure that the At-Home User receives a copy of the most updated version of the <u>COVID-19 Provincial Testing Guidance (refer to most updated version) and any additional resources contained within with their Test Kits, which contains clinicallyrelevant conditions and limitations respecting the use of the Test Kits by At-Home Users, as such at-home use is not contemplated on the manufacturer's label for the Test Kits.</u>
 - c. Ensure that the At-Home User completes the training, and reviews the instruction described in the <u>COVID-19 Provincial Testing Guidance (refer to most updated version)</u> and any additional resources contained withingprior to using the Test Kit at their place of residence.
 - d. Supply, at the Participant's own cost, any additional equipment and supplies, other than the Test Kits themselves, that may be required to enable the At-Home User to perform the COVID-19 point-of-care antigen testing at their place of residence.
- 7. 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.
 - iii. Only used to screen eligible persons.
 - b. 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.
- 8. This agreement comes into effect upon execution and shall expire the earlier of,
 - a. the day the Program is terminated, upon written notice from Ontario, in accordance with this section; and
 - b. the date the Participant ceases to participate in the Program.

Ontario may terminate this Agreement immediately upon written notice to the Participant if the 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.



- 9. Sections 3 and 4 of this Agreement shall survive the termination or expiry of this Agreement.
- 10. 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 the 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.