



BOARD OF HEALTH

REPORT 11-005

9:30 a.m.

April 26, 2011

Council Chambers

Hamilton City Hall

Present: Mayor R. Bratina
Councillors S. Merulla, L. Ferguson, B. Johnson,
J. Partridge, R. Powers, B. McHattie, J. Farr, T. Whitehead,
T. Jackson, S. Duvall

Absent: Councillors R. Pasuta, M. Pearson, C. Collins, B. Clark

Also Present: Dr. E. Richardson, Medical Officer of Health
Dr. C. Mackie, Associate Medical Officer of Health
Dr. N. Tran, Associate Medical Officer of Health
D. Barr-Elliott, Director, S. Brown Healthy Living Division
R. Hall, Director, E. Mathews, Health Protection Branch
G. McArthur, Director, Clinical and Preventative Services
Division
D. Sheehan, Director, Family Health Division
A. Grozelle, Legislative Assistant, Office of the City Clerk

THE BOARD OF HEALTH PRESENTS REPORT 11-005 AND RESPECTFULLY RECOMMENDS:

- 1. Mutual Aid Agreement for Public Health Services (BOH11011) (City Wide)
(Item 5.1)**
 - (a) That the City of Hamilton be authorized to obtain or give public health assistance to the Regional Municipalities of Halton, Niagara, Waterloo; The Corporation of Norfolk County, Haldimand-Norfolk Health Unit; Brant County Health Unit; and Wellington-Dufferin-Guelph Health Unit; in the event of an emergency, urgent project or need for medical officer of health coverage;

- (b) That the Medical Officer of Health be authorized to execute an agreement between the City of Hamilton and the Regional Municipalities of Halton, Niagara, Waterloo; The Corporation of Norfolk County, Haldimand-Norfolk Health Unit; Brant County Health Unit; and Wellington-Dufferin-Guelph Health Unit, in the same or substantially the same form as attached as Appendix A to this report, or as otherwise satisfactory in form to the City Solicitor, to implement the above recommendation.

2. Information on Actions to Control and Prevent Bed Bugs in Hamilton (BOH11010) (City Wide) (Item 7.1)

That report BOH 11010, respecting Information on Actions to Control and Prevent Bed Bugs in Hamilton, be received.

3. Public Health Services Strategic Business Plan Goal C Update (BOH11007) (City Wide) (Item 8.1)

That report BOH11007, respecting Public Health Services Strategic Business Plan Goal C Update, be received.

4. Water Fluoridation: New Data and Recent Developments BOH08024(b) (City Wide) (Item 8.2)

- (a) That report BOH08024(b), respecting Water Fluoridation: New Data and Recent Developments, be received.
- (b) That staff be directed to provide annual reports to the Board of Health on Water Fluoridation.

5. CORRESPONDENCE (Item 11)

(i) Public Health Supporting Early Learning and Care (Item 11.1 (a))

Recommendation: Be received

(ii) The Price of Eating Well Report 2010 – North Bay Parry Sound District Health Unit (Item 11.1 (b))

Recommendation: Be received

(iii) Violence in Hockey - Middlesex-London Health Unit (Item 11.1 (c))

- (a) That the correspondence from the Middlesex-London Health Unit respecting Violence in Hockey, be received.
- (b) That staff report back to the Board of Health on the issue of sports related injuries, specifically head injuries in minor sports.

(iv) Correspondence from the Minister of Health respecting Hamilton City Council's endorsement of the Sudbury and District Board of Health's resolution concerning immunization registration (Item 11.1 (d))

Recommendation: Be received

(v) Correspondence from the Ministry of Health Promotion and Sport respecting Hamilton City Council's endorsement of a report by The Peterborough County-City Health Unit respecting energy drinks (Item 11.1 (e))

Recommendation: Be received

FOR THE INFORMATION OF COUNCIL:**(a) CHANGES TO THE AGENDA (Item 1)**

The Clerk advised of the following change to the agenda:

3. ADOPTION OF MINUTES

- 3.2 Board of Health Budget Deliberations minutes, dated March 29, 2011

On a Motion, the agenda was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

Councillor B. Johnson declared a conflict of interest with Agenda Item 11.1 (e) regarding energy drinks, as her husband is an employee of Coca Cola. Councillor Johnson refrained from discussion and voting on the Item.

(c) MINUTES (Item 3)**(i) Board of Health Minutes, dated March 29, 2011. (Item 3.1)**

On a Motion, the Minutes of the March 29, 2011 Board of Health Meeting, were approved.

(ii) Board of Health Budget Deliberations Minutes, dated March 29, 2011 (Added Item 3.2)

On a Motion, the Minutes from the March 29, 2011 Board of Health Meeting Budget Deliberations, were approved.

(d) CONSENT ITEMS (Item 5)**Community Food Security Stakeholder Advisory Committee – Minutes, dated March 2, 2011 (Item 5.2)**

On a Motion, the Minutes of the Community Food Security Stakeholder Advisory Committee March 2, 2011 meeting, were received for information.

(e) PUBLIC HEARINGS/DELEGATIONS (Item 6)**(i) Delegation by Chris Hacon, respecting the removal of fluoride from City water (approved at March 29, 2011 Board of Health meeting) (Item 6.1)**

Chris Hacon addressed the Board of Health with the Aid of a Power Point Presentation. Highlights included but were not limited to the following:

- Discussed why fluoride is used in water to fight tooth decay
- Discussed the Supreme Court of Canada ruling on fluoride as a preventative health measure
- Discussed the unregulated nature of the fluoride as it is not overseen by food or drug administration
- Discussed how fluoride is a hazardous substance
- Indicated that he believed that fluoride is a drug and should be treated as such

Board members asked questions of Mr. Hacon. Highlights included but were not limited to the following:

- Councillor Ferguson asked what professional qualifications Mr. Hacon has related to this subject
- Mr. Hacon indicated that he had no relevant qualifications however had been conducting research
- Mr. Hacon indicated there is a large amount of material available on this subject

On a Motion, the delegation by Chris Hacon respecting, the removal of fluoride from City water, was received.

(f) PRESENTATIONS (Item 7)

(i) Information on Actions to Control and Prevent Bed Bugs in Hamilton (BOH11010) (City Wide) (M. Lawson) (Item 7.1)

Matthew Lawson, Program Manager, Public Health Services, addressed the Board of Health with the aid of a Power point Presentation. His comments included but were not limited to the following:

- Discussed the resurgence of bed bugs in recent years
- Indicated the reasons behind this resurgence are believed to be, increased resistance to treatment, increased global mobility and lack of public education
- Showed the large increase in bed bug complaints in Hamilton as illustrated on a Power Point Chart
- Discussed the work of the Bed Bug Action Group BBAG; a community group that is supported by City departments
- Discussed the funding announcements made by the Ministry of Health and Long-Term Care to Local Health Integration Networks
- These announcements indicate that the City of Hamilton can expect to receive funding in the range of \$144,000 - \$240,000 to address the issue of bed bugs
- Indicated this funding would go towards education and helping vulnerable populations

Board members asked questions of staff. Highlights included but were not limited to the following:

- Councillor Johnson asked why so many of the complaints received regarding bed bugs come from rental housing
- Staff indicated property standards enforcement results in more

reporting from owners of rental units and landlords

- Staff indicated that private resident owners often call in a pest control company and address bed bug problems themselves
- Councillor Johnson asked if there was some way to track which complaints were related to rental units or private residents
- Staff indicated that at the time a complaint is made they do not differentiate between private owners or renters so the numbers presented encompass both groups
- Councillor Powers inquired about public education materials
- Staff indicated that the province is taking the lead in public education and will be providing information flyers for the City Of Hamilton to distribute
- Staff indicated there is also a provincial website where people can get more information, [www. bedbugsinfo.ca](http://www.bedbugsinfo.ca)
- Councillor Powers requested that some education flyers be distributed to Councillors offices when they become available
- Mayor Bratina indicated that as the former Councillor for Ward 2 his office received numerous bed bug complaints. The Mayor asked if these numbers were captured in the complaint numbers
- Staff indicated that the numbers presented were only for complaints made to the Public Health telephone line
- Mayor Bratina asked if there was a unified approach being undertaken by City Housing Hamilton to address bed bugs
- Staff indicated that they have a comprehensive protocol to address bed bug infestation when it arises
- Mayor Bratina asked about the best practices for getting rid of bed bugs
- Staff indicated that the province is creating the best practices to address bed bugs and the City of Hamilton is working with these best practices
- Staff discussed the 'hot box', a piece of equipment that allows then to heat furniture up quickly to a high temperature. Staff indicated the 'hot box' approach allows for the furniture to be saved while killing bed bugs
- Councillor McHattie thanked City Housing Hamilton and the Inn of the Good Shepherd for their efforts on this issue
- Councillor Morelli indicated that in Ward 3 bed bugs are a big issue and he hopes it has reached a plateau

- Councillor Morelli asked about those who don't live in City Housing Hamilton and are unable to pay to address bed bug infestations
- Staff indicated that \$100,000 of the provincial funding would be set aside for unit preparation costs that would allow The Good Shepherd to go into these units to assist these individuals
- Councillor Whitehead asked how bed bugs are transported and how to avoid bringing them into the home
- Staff indicated that bed bugs are hitchhikers and if you are in an area known to have had an infestation you need to be vigilant
- Staff suggested not putting items on the floor, not sitting in furniture and performing visual inspections of clothes
- Staff indicated that these measures are of use when visited an area that is known to have bed bugs; however are not necessary when in commonly used areas like a bus
- Councillor Whitehead asked whether there was a map indicating the areas in the City Of Hamilton with bed bug infestations
- Staff Indicating that they do not have the geospatial mapping of bed bug infestations nor do they perform this level of surveillance.
- Staff indicated that the approach being taken is one of public education with the hopes of removing the negative stigma around infestation

On a Motion, the staff presentation on report BOH11010, respecting Information on Actions to Control and Prevent Bed Bugs in Hamilton, was received.

For further disposition on this Item refer to Item 2.

(ii) ONBOIDS Report Summary (Dr. C. Mackie) (no copy) (Item 7.2)

Dr. Chris Mackie, Associate Medical Officer of Health, addressed the Board respecting, a summary of the Ontario Burden of Infectious Diseases (ONBOIDS) Report, with the aid of a PowerPoint presentation. Highlights included but were not limited to the following:

- Discussed the need to address infectious diseases throughout Ontario
- Indicated that nearly 5000 people in Ontario die each year of infectious diseases
- With the aid of detailed slides discussed each of the top ten infectious diseases

- Indicated that in Hamilton many of these cases of infectious diseases have immigrated to the area
- These cases are often caused by infections at hospitals abroad due to reuse of contaminated equipment
- Discussed that in Hamilton in 2009 there were 215 cases of Hepatitis C Virus, 50 of Streptococcus Pneumoniae, 80 cases of Hepatitis B Virus, 6 cases of Escherichia Coli, 25 cases of Human Immunodeficiency Virus, 3 outbreaks of Staphylococcus Aureus, 788 cases of influenza and 1 outbreak of Clostridium Difficile.
- Indicated that Human Papillomavirus and Rhinovirus are not reportable diseases as such are not tracked
- Indicated that of the top ten infectious diseases vaccines are provided where they are available.
- Staff are currently looking to work with hospitals and care facilities on Clostridium Difficile
- Discussed the highest risk factors for getting an infectious disease
- Indicated that communities already facing challenges with socio-economic conditions have a greater risk of infectious diseases

Board members asked questions of Dr. Mackie. Highlights included but were not limited to the following:

- Councillor Partridge asked about a Hepatitis C Virus vaccine
- Staff indicated that he had not yet heard of a vaccine for Hepatitis C; however the virus can now be treated
- Staff indicated that the treatment for Hepatitis C is long and difficult
- Staff indicated that the most important preventative measure taken in the City Of Hamilton in relation to Hepatitis C is the needle exchange
- Councillor Partridge asked about the vaccine program for HPV in schools
- Staff indicated that it is available in all the schools; however it hasn't received the uptake they wished to see
- Staff indicated that part of this problem was with the quick roll out of the program as well as the philosophical problems with this vaccine which has been criticized by some groups as promoting sex
- Council Partridge asked about hand sanitizers
- Staff indicated that they don't eliminate everything, only thorough hand washing can do that; however hand sanitizers are a good step forward towards prevention
- Councillor Ferguson asked if there was another pandemic such as SARS or H1N1 on the way

- Staff indicated that he couldn't answer that question; however there are a lot of factors that could create new pandemics, increased travel, urbanization in developing countries and increased interactions with humans and animals
- Staff indicated that anecdotally there are some areas that are seeing some cases of anti-biotic resistant genes that are being transferred from one bacteria to another and this could create new super bugs in the future

On a Motion, the presentation respecting the ONBOIDS report summary, was received.

(g) DISCUSSION ITEMS (Item 8)

(i) Water Fluoridation: New Data and Recent Developments BOH08024(b) (City Wide) (Item 8.2)

Councillor Ferguson requested that the record show that the medical Officer of Health recommended continuing the Fluoridation of the City Of Hamilton's water as the medical evidence indicates that it is of benefit to residents.

For further disposition on this Item refer to Item 4.

(h) CORRESPONDENCE (Item 11)

(i) Violence in Hockey - Middlesex-London Health Unit (Item 11.1 (c))

The Item was split for the purposes of voting:

- (a) That the correspondence from the Middlesex-London Health Unit respecting violence in Hockey, be received.

Sub-section (a) CARRIED

- (b) That staff report back to the Board of Health on the issue of sports related injuries, specifically head injuries in minor sports.

Sub-section (b) CARRIED on the following Recorded Votes:

Yeas:	R. Powers, B. Johnson, J. Partridge, S. Duvall, T. Whitehead, J. Farr, T. Jackson, S. Merulla
Total:	8
Nays:	L. Ferguson, B. McHattie
Total:	2
Absent:	R. Bratina, M. Pearson, R. Pasuta, C. Collins, B. Clark, B. Morelli
Total:	6

(i) ADJOURNMENT (Item 13)

On a Motion, the Board of Health, adjourned at 11:44 a.m.

Respectfully submitted,

Mayor B. Bratina, Chair
Board of Health

Andy Grozelle
Legislative Assistant
Board of Health
April 26, 2011

THIS MUTUAL AID AGREEMENT made this day of , 20__

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON

-and-

CITY OF HAMILTON

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA

-and-

THE REGIONAL MUNICIPALITY OF WATERLOO

-and-

BRANT COUNTY HEALTH UNIT

-and-

WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

-and-

THE CORPORATION OF NORFOLK COUNTY
HALDIMAND-NORFOLK HEALTH UNIT

WHEREAS the Parties wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment or materials to one or the other in a time of an Emergency or for an Urgent Project or where a medical officer of health needs coverage;

AND WHEREAS each of the Parties is a “health unit” as defined in Ontario Regulation 553 to the *Health Protection and Promotion Act*, or a “board of health” as defined in Section 1 of the *Health Protection and Promotion Act*;

NOW THEREFORE in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions

- 1.1 In this Agreement,
 - 1.1.1 "Assisted Party" means the Party receiving aid or assistance pursuant to this Agreement;
 - 1.1.2 "Assisting Party" means the Party providing aid or assistance pursuant to this Agreement;
 - 1.1.3 "Emergency" means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise (as defined in the *Emergency Management and Civil Protection Act*);
 - 1.1.4 "Medical Officer of Health" or "MOH" means the person appointed under s. 62(1)(a) of the *Health Protection and Promotion Act*, an associate medical officer of health appointed under s. 62(1)(b) of that act, or a person or designate authorized by or acting under their direction or control;
 - 1.1.5 "Mutual Aid Agreement" or "Agreement" means this agreement and the attached Schedule "A" which embody the entire agreement between the Parties;
 - 1.1.6 "Party" means any of the parties to this Agreement and "Parties" means all of them;
 - 1.1.7 "Requesting Party" means the Party asking for aid, assistance or both pursuant to this Agreement;
 - 1.1.8 "Urgent Project" means a public health project that is too large for the Requesting Party to handle itself using its own resources in a timely manner.

2. Authorization to Request/Offer Assistance

- 2.1 Each Party hereby authorizes its MOH to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that Party.

3. Requests for Assistance

- 3.1 The Parties agree that:
 - 3.1.1 In the event of an Urgent Project or an Emergency, a Requesting Party may request assistance in the form of qualified personnel, services, equipment, or material from another Party; OR
 - 3.1.2 In the event a Party's appointed medical officer of health is absent, or unable to act, such Party may request the assistance of another Party's appointed medical officer of health for a time-limited duration.

- 3.2 The request for assistance shall be made, in writing, by the MOH of the Requesting Party to the MOH of the other Party. Where the MOH of the Requesting Party is incapacitated or otherwise incapable of acting, a request for assistance may be made by the senior administrative officer of the Requesting Party who is able to submit the request, and the other Party may place reasonable reliance on any request submitted by a person who appears to be the senior administrative officer of the Requesting Party in the circumstances. Any request made hereunder should be given with as much notice as possible.
- 3.3 The written request shall set out in detail the specific personnel, service, equipment or material that has been requested as assistance. The format in Schedule "A" attached hereto may be used.
- 3.4 The MOH may make the initial request for assistance orally. However, any request for assistance made orally shall be confirmed in writing by the Requesting Party within 3 (three) days of the initial oral request or as soon as reasonably practicable.
- 3.5 The Assisting Party may provide assistance to the Requesting Party upon receipt of the oral request.
- 3.6 Either before or after choosing to provide assistance, a Party may request such reasonable additional information from the Requesting Party as it considers necessary to confirm the existence or other details of the Emergency or Urgent Project and to assess the type, scope, nature and amount of assistance to be provided.
- 3.7 The Party which has received a request from a Requesting Party shall respond to the request within one (1) day or as soon as reasonably practicable, and may, in its sole discretion, determine the type and scope, nature and amount of assistance it will provide.
- 3.8 The Assisting Party shall confirm in writing the assistance it has agreed to provide.
- 3.9 The Assisted Party and the Assisting Party may, by mutual agreement at any time as necessary, amend the scope, type, nature or amount of assistance to be provided to the Assisted Party. Such amendments shall be confirmed in writing by the Assisted Party within 3 (three) days of being agreed upon or as soon as reasonably practicable.

4. Limitations on Assistance Provided

- 4.1 Nothing in this Agreement shall require or obligate, or be construed to require or obligate, a Party to provide assistance, provided that each Party shall in good faith consider providing the assistance requested or some portion thereof if they have the resources to do so. Each Party shall retain the right to refuse the request to provide assistance, and the right to offer alternatives to the assistance that has been requested.
- 4.2 No liability shall arise against any Party if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.
- 4.3 When assistance has been offered or provided by the Assisting Party, the Assisting Party 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.
- 4.4 Nothing in this Agreement shall prevent the Assisting Party, in its sole discretion, from withdrawing any or all assistance it had agreed to provide to the Assisted Party. Any

withdrawal of assistance by the Assisting Party shall be made upon at least forty-eight (48) hours' notice to the Assisted Party, or as soon as reasonably practicable unless the Assisting Party is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Party immediately on notice.

- 4.5 The Assisted Party may determine in its sole discretion, subject to any required approval by governmental authorities, that its requirement for assistance has ceased and shall notify the Assisting Party of this in writing.
- 4.6 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.

5. Term and Termination

- 5.1 This Agreement shall be in effect for each Party from the date on which each Party signs the Agreement.
- 5.2 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.

6. Costs

- 6.1 Unless otherwise agreed upon, any and all *direct and indirect* costs of the Assisting Party in providing assistance are to be paid initially by the Assisting Party and shall be reimbursed by the Assisted Party in accordance with this Agreement. The Assisted Party shall be required to reimburse any and all actual costs incurred by or attributable to the Assisting Party in providing the assistance.
- 6.2 The costs referred to in paragraph 6.1 above shall include, but are not limited to, any and all supplies, equipment, materials, fuel, repairs, parts, lodging, wages, salaries, overtime, shift premium, Canada Pension Plan, Employment Insurance, OMERS contributions, and/or contributions made to life insurance, health, dental and/or disability plans or policies, and similar charges and expenses incurred in or attributable to providing the assistance including those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance that are attributable to the provision of assistance to the Assisted Party.
- 6.3 The Assisting Party shall remain responsible for making all statutorily required deductions, contributions and/or payments, such as Employment Insurance, Canada Pension Plan, etc., for its employees, but shall be reimbursed for any amount of such payments attributable to the provision of assistance to the Assisted Party as described above.

7. Payment

- 7.1 Payment by the Assisted Party for costs incurred for the assistance provided shall be made to the Assisting Party upon receipt of an invoice from the Assisting Party, notwithstanding any objection made by the Assisted Party under section 7.2. Such invoice shall set out in sufficient detail the costs actually incurred by or attributable to the provision of assistance by the Assisting Party to the Assisted Party pursuant to this Agreement, and where practically available, receipts for disbursements shall be forwarded in support of the invoice.

- 7.2 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.

8 Employment Relationship

- 8.1 Despite that the employees, contractors, servants and agents of the Assisting Party may be assigned to perform duties for the Assisted Party, the employees, contractors, servants and agents of the Assisting Party shall retain their employment or contractual relationship with the Assisting Party. The Parties acknowledge and agree that the Assisted Party is not to be deemed the employer or contractor of the Assisting Party's employees, contractors, servants or agents, under any circumstances or for any purpose whatsoever.

9 Rights and Records

- 9.1 Unless otherwise specified, the Assisted Party shall afford to the personnel of the Assisting Party, operating within the Assisted Party's jurisdiction, the same powers and rights as are afforded to like personnel of the Assisted Party.
- 9.2 Confidentiality and Record Keeping: Any personal (health) information collected, used or disclosed by an Assisting Party while assisting an Assisted Party 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 Party and its employees, contractors, servants and agents are acting as agents of the Assisted Party 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 Party. The Assisted Party may direct the Assisting Party how to safeguard and deal with the information to meet the purposes of this Agreement and the Assisting Party 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 Party, acting reasonably.

10 Indemnity

- 10.1 The Assisted Party shall defend, indemnify and save harmless the Assisting Party, 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 legal expenses).
- 10.2 Notwithstanding the foregoing, the Assisted Party shall not be obligated or liable for any injury or death of any person or damage to any property caused by the gross negligence of the Assisting Party.

11 Insurance

- 11.1 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, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:

- 11.1.1 Have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
- 11.1.2 Contain a cross-liability clause endorsement and severability of interests clause of standard wording;
- 11.1.3 Name all of the other Parties as an additional insured with respect to any claim arising out of the Assisted Party's obligations under this Agreement or the Assisting Party's provision of personnel, services, equipment or material pursuant to this Agreement; and
- 11.1.4 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.

- 11.2 During the term of this Agreement, each Party is required to ensure the following: Medical Malpractice Liability Insurance in the name of any professional service provider who will provide assistance under this Agreement, providing coverage to the extent of \$2,000,000 per claim or alternatively, where applicable, proof of current membership in a medical professional's association, such as CMPA, that offers corresponding coverage to its members. The Assisted Party may request proof of coverage.

12 Notice

- 12.1 Written notice under this Agreement may be given to the MOH or designate or, where the MOH is incapacitated or otherwise incapable of acting, then the senior administrative officer referred to in section 3.2, using the contact information below and the most current address information which can be accessed on the Association of Local Public Health Agencies website (http://www.alphaweb.org/ont_health_units.asp). The Parties agree to update their primary and secondary contact by notice in writing when necessary.

In the case of notice to:

Brant County Health Unit
194 Terrace Hill Street
Brantford, ON N3R 1G7
Tel: (519) 753-4937
Fax: (519) 753-2140
Primary Contact: Medical Officer of Health
Secondary Contact: Executive Director

The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
12 Gilbertson Drive, P.O. Box 247
Simcoe, ON N3Y 4L1
Tel: (519) 426-6170
Fax: (519) 426-9974
Primary Contact: Medical Officer of Health
Secondary Contact: General Manager, Health and Social Services

The Regional Municipality of Halton,
Health Department
1151 Bronte Road
Oakville, ON L6M 3L1
Tel: (905) 825-6000
Fax: 905-825-1444
Primary Contact: Medical Officer of Health
Secondary Contact: Associate Medical Officer of Health

City of Hamilton Public Health Services
1 Hughson Street North, 4th Floor
Hamilton, ON L8R 3L5
Tel: (905) 546-2424
Fax: (905) 546-4075
Primary Contact: Medical Officer of Health
Secondary Contact: Mayor of City of Hamilton

Niagara Region Public Health
2201 St. David's Road, Campbell East
P.O. Box 1052, Station Main
Thorold, ON L2V 0A2
Tel: (905) 688-3762 or 1-800-263-7248
Fax: (905) 682-3901
Primary Contact: Medical Officer of Health
Secondary Contact: Associate Medical Officer of Health

Region of Waterloo, Public Health
P.O. Box 1633, 99 Regina Street South
Waterloo, ON N2J 4V3
Tel: (519) 883-2000
Fax: (519) 883-2241
Primary Contact: Medical Officer of Health
Secondary Contact: Associate Medical Officer of Health

Wellington-Dufferin-Guelph Public Health
474 Wellington Road 18, Suite 100
RR #1
Fergus ON N1M 2W3
Tel: (519) 846-2715
Fax: (519) 846-0323
Primary Contact: Medical Officer of Health
Secondary Contact: Director, Finance & Corporate Services

12.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the fax is sent; ; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

12.3 Any notice given shall be sufficiently given if signed by the MOH or by the senior administrative officer referred to in section 3.2.

13 General

13.1 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.

13.2 This Agreement shall enure to the benefit of, and be binding upon the Parties and their respective successors and administrators.

- 13.3 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.
- 13.4 This Agreement shall not be assigned by any Party.
- 13.5 This Agreement and the attached Schedule "A" embody the entire Agreement and supersede 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 other Parties. For clarity, this Agreement is intended to replace the agreement dated April 13th, 1999, between all the Parties or their predecessors except The Corporation of Norfolk County, Haldimand-Norfolk Health Unit. The Parties acknowledge that other mutual assistance agreements may exist, which are not considered to conflict with this Agreement.
- 13.6 Sections 4.2, 6, 7, 9, 10, 12, and 13, of this Agreement shall survive termination of this Agreement.
- 13.7 The Parties agree to be governed by the laws of the Province of Ontario and Canada.

IN WITNESS WHEREOF the Parties have, by their authorized signing officer(s), executed this Agreement.

BRANT COUNTY HEALTH UNIT

Name:

Title:

Name:

Title:

I/We have the authority to bind the corporation/health unit.

**THE CORPORATION OF NORFOLK COUNTY,
HALDIMAND-NORFOLK HEALTH UNIT**

Name:

Title:

Name:

Title:

I/We have the authority to bind the corporation/health unit.

THE REGIONAL MUNICIPALITY OF HALTON

Name:
Title:

Name:
Title:
I/We have the authority to bind the corporation/health unit.

CITY OF HAMILTON

Name:
Title:

Name:
Title:
I/We have the authority to bind the corporation/health unit.

THE REGIONAL MUNICIPALITY OF NIAGARA

Name:
Title:

Name:
Title:
I/We have the authority to bind the corporation/health unit.

THE REGIONAL MUNICIPALITY OF WATERLOO

Name:
Title:

Name:
Title:
I/We have the authority to bind the corporation/health unit.

WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

Name:
Title:

Name:
Title:
I/We have the authority to bind the corporation/health unit.

SCHEDULE "A"

Mutual Aid Agreement

I, _____, Medical Officer of Health of the _____
_____, duly authorized to do so by the Board of Health of _____
_____, do hereby request of the _____
_____, to provide assistance in the form of:

_____ PERSONNEL
_____ SERVICES
_____ EQUIPMENT
_____ MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

The above confirms the assistance verbally requested on _____, and which
assistance _____ has agreed to provide.

Dated at _____ this _____ day of _____, _____.

Medical Officer of Health of _____