



CITY OF HAMILTON

PUBLIC HEALTH SERVICES
Office of the Medical Officer of Health

TO: Mayor and Members Board of Health	WARD(S) AFFECTED: CITY WIDE
COMMITTEE DATE: April 26, 2011	
SUBJECT/REPORT NO: Mutual Aid Agreement for Public Health Services (BOH11011) (City Wide)	
SUBMITTED BY: Elizabeth Richardson, MD, MHSc, FRCPC Medical Officer of Health Public Health Services Department	PREPARED BY: Dr. Elizabeth Richardson 905-546-2424 x. 3502
SIGNATURE:	

RECOMMENDATION

(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.

EXECUTIVE SUMMARY

Mutual aid agreements provide a framework for sharing of resources in the event of an emergency that overwhelms the capabilities of a single provider. They are often used between municipalities, either in total, or with specific agreements between police, fire and other emergency service agencies. The former Regional Municipality of Hamilton-Wentworth, acting in its capacity as a Board of Health, entered into such an agreement with neighbouring Boards of Health in 1999.

Niagara Region initiated a process to update the mutual aid agreement in 2010. Medical Officers of Health and the legal advisors of neighbouring Boards of Health have developed the revised mutual aid agreement (see Appendix A) for sharing of resources during Public Health emergencies or urgent Public Health projects that overwhelm the resources of a single Board.

Alternatives for Consideration – See Page 3

FINANCIAL / STAFFING / LEGAL IMPLICATIONS (for Recommendation(s) only)

Financial: This agreement allows the City access to additional Public Health resources in the event of an overwhelming Public Health need, and sets out an understanding for compensation for direct and indirect costs if such resources are required. Similarly, if Hamilton were to provide such resources to another signatory agency, the mechanism to recoup costs is agreed to.

Staffing: This agreement allows the City access to additional Public Health staffing resources in the event of an overwhelming Public Health need, and sets out provisions that do not require the City to employ such staff directly.

Legal: This mutual aid agreement replaces the mutual aid agreement which was entered into by the parties or their predecessors (with the exception of The Corporation of Norfolk County, Haldimand-Norfolk Health Unit which did not form a part of the earlier agreement) in 1999. The agreement provides the parties with the option, but not the obligation, to provide assistance to a signatory in need of assistance. The agreement sets out the procedure to be followed when requesting assistance and general terms and conditions surrounding the provision and receipt of assistance. The agreement does not provide for a specific expiry date, but any of the parties may withdraw from the agreement upon 60 days written notice.

HISTORICAL BACKGROUND (Chronology of events)

POLICY IMPLICATIONS

There are no policy implications.

RELEVANT CONSULTATION

The mutual aid agreement was developed by legal advisors for the signatory municipalities, including the City of Hamilton's Legal Services Division.

ANALYSIS / RATIONALE FOR RECOMMENDATION

(include Performance Measurement/Benchmarking Data, if applicable)

Public Health emergencies arise periodically. These can be smaller in scale, as happened throughout the 1990's with outbreaks of meningococcal disease occurring within adolescent groups in localized areas. The extent of the investigation and immunization programs required in response often overwhelmed the resources of a single Board of Health, and assistance was requested from neighbouring health units. The Waterloo meningococcal immunization campaign in 1997 is a good example of such an emergency. During that campaign approximately 100,000 children and youth were immunized against meningococcal disease over a 4 to 5 week period. The then Regional Public Health Department for Hamilton-Wentworth contributed resources during that emergency, but did not yet have a formal mutual aid agreement under which to operate.

Recent experience with SARS and H1N1 showed how emergencies can require coordinated responses at local, provincial, national and international levels. While all Boards of Health were involved in the response to these diseases, mutual aid was invoked during SARS to assist the most affected health units. This assistance was necessary to assist in the investigation and control measures to limit spread to other minimally affected areas. The City of Hamilton provided assistance to the City of Toronto, York Region and the Province of Ontario during the SARS emergency.

ALTERNATIVES FOR CONSIDERATION

(include Financial, Staffing, Legal and Policy Implications and pros and cons for each alternative)

Council could choose not to renew the mutual aid agreement, which would not position it favourably with its neighbours, should assistance be required by Hamilton in a future emergency.

Legal: The legal protections and understandings gained through this agreement would need to be quickly developed during the emergency, at a time when resources can least be afforded to do so.

Financial: Provisions for indemnification and recouping costs would need to be quickly developed during the emergency, at a time when resources can least be afforded to do so.

Staffing: Lack of an agreement may lead to lack of or delay in receiving staff resources in the case of an emergency or urgent event when the resources are most needed.

CORPORATE STRATEGIC PLAN (Linkage to Desired End Results)

Execution of the attached Mutual Aid Agreement supports the Corporate Strategic Plan goal of **Effective Inter-governmental Relations**, by maintaining effective relationships with other neighbouring local public health agencies.

APPENDICES / SCHEDULES

Appendix A: Mutual Aid Agreement

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 _____