

THIS AGREEMENT made this 20 day of November 1995 and authorized by the Town of Pelham.

BETWEEN:

GREATER NIAGARA GENERAL HOSPITAL

(hereinafter referred to as "GNGH")

OF THE FIRST PART;

- AND -

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as the "Town")

OF THE SECOND PART;

WHEREAS The Greater Niagara General Hospital is the Niagara Regional Base Hospital for the purposes of initiating and establishing a rapid defibrillation program and through the Medical Director have contacted The Corporation of the Town of Pelham for purposes of delivering the rapid defibrillation program through the Town's Fire Department;

AND WHEREAS defibrillation is an act in the practise of medicine and may only be delivered under the auspices of a physician licensed in Ontario who agrees to delegate such an act on his or her licence;

AND WHEREAS the Medical Director who delegates the medical act of defibrillation to the Town's Fire Department personnel, shall be accountable for all aspects of training, certification, recertification and shall ensure ongoing medical quality control;

AND WHEREAS The Corporation of the Town of Pelham for purposes of delivering the rapid defibrillation service have agreed to act as an agent of the Medical Director as appointed by GNGH for the purposes of implementation of the Fire Department Defibrillation Program.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions herein contained the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement the following words and phrases have the following meanings:

- a) "Town" shall mean The Corporation of the Town of Pelham;
- b) "Defibrillation Instructor" means a person who has been certified as a defibrillation instructor by the Medical Director;
- c) "Defibrillation provider" means a person who has been trained and has successfully obtained certification entitling them to provide defibrillation to persons without vital signs;
- d) "Fire Chief" means the Fire Chief or in his absence, the Acting Fire Chief, for the Town of Pelham Fire Department;
- e) "Fire Department" means the Fire Department for the Town of Pelham;
- f) "Fire Department Defibrillation Co-ordinator" means the individual appointed by the Fire Department under section 10 of the agreement herein;
- g) "Fire Department Defibrillation Program hereinafter referred to as F.D.D.P." means the program for the training, testing and certifying of firefighters in the Fire Department for the Town from time to time, for the carrying out of the act of semi-automatic defibrillation;
- h) "Fire Department Defibrillation Working Committee" means the committee created for the purposes as outlined in Section 11 of this agreement;
- i) "Firefighter" for the purpose of this agreement those firefighters employed by the Town who have been designated and identified as being required to train to become defibrillation providers;
- j) "Greater Niagara General Hospital (hereinafter referred to as GNGH)" means the Greater Niagara General Hospital for the purposes of this agreement being the Niagara Regional Base Hospital;
- k) "GNGH Medical Director" means the medical director from time to time of the Niagara Regional Base Hospital Program of GNGH.
- l) "Medical Assist Call Report" (hereinafter referred to as MACR), means a report provided on a form which belongs to the GNGH, designated to be completed, for the purpose of recording the circumstances and patient care delivery by the firefighters in conjunction with all cardiac arrest calls;
- m) "Medical Director" means the medical director for the geographic area of the Town of Pelham as appointed by GNGH, for the purposes of implementing and operating the Fire Department Defibrillation Program which is the subject of this agreement;

- n) Medical Control Module (hereinafter referred to as MCM), is a reusable solid state memory device that records information about the defibrillator's operation, and segments of the patient's ECG (electrocardiogram) related to defibrillator use;
- o) "Base Hospital" means the Greater Niagara General Hospital (GNGH) as designated by the Ministry of Health to provide medical direction, training and quality assurance and ongoing medical quality control to pre-hospital care providers within the Regional Municipality of Niagara.
- p) "VSA" means vital signs absent.

2. DELEGATION OF ACT OF DEFIBRILLATION

The Medical Director is authorized to delegate the act of defibrillation which is an act in the practice of medicine. The said Medical Director has herein agreed to delegate such an act on his/her licence to the Town's defibrillation providers, subject to the following:

- (a) It is agreed that the Medical Director who delegates the act of rapid defibrillation shall be accountable for all aspects of training, certification, re-certification and ongoing medical quality assurance.
- (b) The Town agrees for the purpose of delivering defibrillation, to act as an agent of the Medical Director, pursuant to his/her training and direction.
- (c) Both parties agree that GNGH is responsible for providing a Medical Director for the purposes of operating the Fire Department Defibrillation Program in the Town Of Pelham.

3. TERM OF AGREEMENT AND CONSIDERATION

- 3.1 The Town agrees to pay to GNGH the annual amount of \$ 1060.00 for the duration of this contract, which term is set at five (5) years, subject to earlier termination. The said amount is to cover the administrative, quality assurance, training and certification fees related to the Fire Department Defibrillation Program. The Town shall pay to GNGH the said amount upon being invoiced by GNGH. It is understood by the parties that the amounts needed to cover the initial capital and training costs shall be the responsibility of GNGH. The Town agrees the amount shall be divided in four equal payments of \$ 265.00 to be paid quarterly during the term of the said agreement. Payments shall be made October 1, January 1, April 1 and July 1 of each and every year for the term of the said agreement.
- 3.2 Specific activities and the estimated associated costs for the Fire Department Defibrillation Program are set out in Appendix "1" attached hereto, and forming part of this agreement as an estimated budget for purposes of reference.

- 3.3 The parties agree that in the event that no Medical Director is appointed or acting, GNGH shall advise the Town in writing forthwith, and all acts of defibrillation shall cease immediately, and this agreement shall become null and void.
- 3.4 Both parties agree that it shall be GNGH's responsibility to ensure that reference throughout this agreement, to the duties of the Medical Director shall be the responsibility and obligation of GNGH.

4. TRAINING

- 4.1 The Medical Director shall train certified instructors to assist with training providers and maintaining skills on an ongoing basis. The Defibrillation Instructors will regularly conduct defibrillation practice sessions under the direction of the Medical Director. The Medical Director shall continue to be solely responsible for the medical control and training package.

Either the Medical Director or a Defibrillation Instructor shall be present during all non-certification training activities. The parties agree that a designate may be appointed by the Medical Director to supervise certification testing.

- 4.2 After the initial defibrillation training program, as provided for herein, the Fire Department defibrillation training is to be carried out by the Medical Director or his/her Defibrillation Instructors.
- 4.3 GNGH, through the Medical Director or his/her designate, shall conduct and mark written examinations, conduct scenario testing and certify firefighters on the Town's Fire Department, who from time to time are deemed qualified to provide defibrillation. The requirement for written examinations and scenario testing refers to the initial certification process as well as future re-certification.
- 4.4 Defibrillation Instructors and firefighters for the Town who have been certified as defibrillation providers shall be required to recertify every two (2) years or, if deemed necessary by the Medical Director, more frequently, to ensure proper maintenance of defibrillation skills.
- 4.5 The Town agrees to ensure that all defibrillation training delivered by Defibrillation Instructors will follow the content and guidelines approved by the Medical Director.
- 4.7 It shall be the responsibility of GNGH to review the Fire Department Defibrillation Program at least once a year for every year during the currency of this agreement. The review shall include, but shall not be limited to the following: reviewing the teaching and testing materials, and revising the Fire Department Defibrillation Program as needed in consultation with the Medical Director and with input from the Fire Department Defibrillation Working Committee (as further described in Section 11 of this agreement).

providers shall have access on a twenty-four (24) hour basis to a qualified medical consultant with respect to the defibrillation protocol.

7. DOCUMENTATION

- 7.1 The parties agree that all forms, including rhythm strips, required to be completed by the defibrillation providers shall be the property of GNGH, and that for purposes of administration, the Town agrees to act as GNGH's agent for purposes of completing the said report(s) or forms, and that all times these shall be considered the property of GNGH.
- 7.2 The Town shall ensure that a Medical Assist Call Report ("MACR") is completed for each call where a defibrillator was used by a Town of Pelham firefighter. The "MACR" forms shall be provided by GNGH to the Town for use by the Fire Department. The Town agrees to collect all copies of the MACR; rhythm strips and/or medical control modules (MCM) from each fire station and ensure that they are returned to GNGH as soon as reasonably possible. GNGH agrees that upon receipt of an MCM it shall be returned to the Town's Fire Department as soon as reasonably possible. The parties agree that the MCM should only be sent to GNGH if a rhythm strip is not available at the time the MACR is submitted by the Fire Chief or his designate. The Town agrees to provide a computer printout of the call times for all "VSA" patients attended by the Town's Fire Department. Any such computer print out will include the time the call is received by the Fire Department Dispatch Centre and the time the first defibrillation equipped vehicle arrived at the scene of the emergency. The computer print out is to be attached to the corresponding MACR and submitted to GNGH.
- 7.3 The Town agrees that all dispatch and defibrillator clocks are synchronized weekly, to the National Research Council time. A record of the synchronization shall be maintained and submitted to GNGH at regular intervals.

8. RECORDS AND REPORTS

- 8.1 GNGH agrees to:
- a) Maintain a list of certified Defibrillation Instructors and firefighters based on information to be provided by the Town to GNGH from time to time. An updated list will be distributed by GNGH to the Town annually.
 - b) Maintain a record of all medical assist call reports involving defibrillation received from the Fire Department and of all call reviews completed together with the Computer Dispatch Report for all calls. Such records will be kept by GNGH for five (5) years plus the current year. Submit to the Town's Fire Department an annual report for activities related to the Fire Department Defibrillation Program for the previous year including a statistical review of cardiac arrest calls.

8.2 The Town agrees to:

- a) Maintain records and documents related to the training and testing of the Town's firefighters who are defibrillation providers.
- b) Provide to GNGH, on an annual basis, a list of Defibrillation Instructors and Town firefighters who are certified defibrillation providers.
- c) Provide to GNGH a list of any Town firefighters who become deactivated for whatever reason or who leave employment with the Fire Department.

9. EQUIPMENT

9.1 All equipment and supplies listed in the attached Appendix "2" shall be required for the purposes of operating the Fire Department Defibrillation Program.

9.2 GNGH agrees to assist in arranging for a Biomedical Engineering Service to provide contract service to the Town, at the Town's expense, for maintenance and repair of their defibrillators and related equipment. The Biomedical Engineering Service will:

- a) inspect and approve new defibrillators and accessory equipment
- b) provide preventative maintenance on all equipment
- c) work with the supplier on warranty issues
- d) respond to perceived equipment problems
- e) repair broken equipment in a timely fashion
- f) maintain documentation on the maintenance and quality assurance of all defibrillation equipment.

9.3 It shall be the responsibility of GNGH through their contractor to ensure that all defibrillators provided to the Town's Fire Department are maintained and tested to ensure adequate and safe use. The Town agrees to test equipment on a regular basis pursuant to the protocols, and promptly report any deficiencies to the Biomedical Engineering Service.

9.4 The parties agree that since the original manufacturer and supplier, being one and the same, has agreed to provide two (2) spare defibrillators for use in the Regional Municipality of Niagara, that both of the spare defibrillators shall continue to be the property of the manufacturer and supplier. Pursuant to an agreement of municipalities the spare defibrillator stored in any municipality shall only be under the care and control of that municipality and the said municipality agrees to work in co-operation with other municipalities to ensure that the spare defibrillator is accessible to other fire departments within the Regional Municipality of Niagara, in the event that a defective defibrillator should require replacement.

9.5 The Medical Director must approve any replacement equipment purchased by the Town for the Fire Department Defibrillation Program.

10. FIRE DEPARTMENT DEFIBRILLATION CO-ORDINATOR

10.1 The Town agrees to appoint an individual from its Fire Department to act as a liaison

between the Fire Department Defibrillators Providers, the Medical Director (or his/her designate) and the GNGH. The individual so appointed by the Town shall be known as the "Fire Department Defibrillation Co-ordinator". The Fire Department Defibrillation Co-ordinator will deal with questions related to the defibrillation protocol, policies and procedures, and defibrillation equipment; deliver approved training packages; deal with the Biomedical Engineering Service regarding equipment maintenance, repair and operational advice.

- 10.2 The Town shall ensure that individuals identified as having problems with the protocol associated with defibrillation receive assistance from the Fire Department Defibrillation Co-ordinator, a Defibrillation Instructor, or the Medical Director or his/her designate.

11. FIRE DEPARTMENT DEFIBRILLATION WORKING COMMITTEE

- 11.1 In order to maintain continuity in the pre-hospital care setting, a committee to be known as the Fire Department Defibrillation Working Committee is to be established to deal with problems and concerns that may arise out in the field and make recommendations to GNGH with regards to the Niagara Regional Base Hospital Program on firefighter defibrillation issues.
- 11.2 The parties agree this Committee shall not be authorized to deal with any labour relation issue.
- 11.3 The Town will select its representatives to sit on the Working Committee. This committee will have representation from; firefighters certified in defibrillation, fire chiefs or their designate, Medical Directors of Fire Department Defibrillation Programs, ambulance officers, ambulance management, dispatchers from each Town involved with Firefighter Defibrillation and the Central Ambulance Communication Centre, and a representative from the Regional Emergency Health Services Office. The committee will be chaired by a representative of the GNGH Niagara Regional Base Hospital Program.
- 11.4 The parties agree that the Niagara Regional Base Hospital Review Committee shall have at least one fire chief or his/her designate as a representative, to be selected from the Fire Department Defibrillation Working Committee.

12. TERM OF AGREEMENT

- 12.1 The parties agree that the term of this agreement shall be for a period of five (5) years, commencing from the 1st day of December 1995, to November 30th., in the year 2000.
- 12.2 This agreement may be revised with the mutual consent of both parties, however, any revisions made to the said agreement shall be done in writing and duly executed.

13. GENERAL PROVISIONS

13.1 Indemnity

GNGH agrees to indemnify and save harmless the Town, its officers, employees and firefighters from any cost, expense, judgement, loss, damage, death or injury, including court costs and legal fees on a solicitor and client basis, in any way caused by the negligence or wrongdoing of the medical director, or GNGH or any other employee of GNGH in relation to or arising out of the Fire Department Defibrillation Program or any other matter provided for within this agreement.

The Town agrees to indemnify GNGH, its officers, employees and the Medical Director from any costs and damages, caused by the negligence or wrongdoing of the Town, its officers, its employees and firefighters in relation to or arising out of the Fire Department Defibrillation Program or any other matter provided for within this agreement.

14. Insurance

Both parties agree to carry their own third party liability insurance insuring against property damages, personal injury to persons including death arising from the Fire Department Defibrillation Program. Each party agrees to name the other as additional insured or an equivalent alternative, satisfactory to the Town Treasurer, and to provide the other with a certificate of liability insurance showing that a policy is in effect. The said amount of insurance coverage shall be in the amount of Five Million Dollars (\$5,000,000.00).

15. Termination

15.1 Both parties agree that each will be entitled to terminate the agreement within ten (10) days of written notice upon breach or default by the other party of any obligations or duties contained herein.

15.2 Further, both parties agree to be bound by policies and guidelines formulated as provided for in this agreement for the Fire Department Defibrillation Program.

16. Arbitration

The parties agree that any dispute arising during the term of this agreement relating to the construction, meaning, validity, performance of, or effect of this agreement, or rights and liabilities of parties, or any matter arising out of or connected with this agreement shall be subject to arbitration and shall be conducted pursuant to the Arbitration's Act of Ontario, and that the decision resulting from the said arbitration shall be final and binding upon the parties hereto and shall not be subject to appeal.

17. Entire Agreement

The parties agree that the provisions and terms contained herein shall constitute the entire

agreement between the parties hereto with respect to all of the matters herein. The execution of this agreement has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made part hereof.

18. Amendments

18.1 This agreement shall not be amended, altered or qualified except by a memorandum in writing signed by all parties hereto.

18.2 The parties agree that policies suggested by the Medical Director and GNGH may be agreed upon by the Fire Chief in written form for purposes of clarifying the implementation in greater detail of the Fire Department Defibrillation Program. The said policies shall be binding on all parties. The policies shall be deemed to be guidelines of the powers delegated by the Medical Director through the various fire departments for purposes of establishing and controlling the agency created thereby.

19. Unenforceability and Validity

The parties agree that if any articles, sections or any portion of any article or section of this agreement are determined to be unenforceable or invalid by all of the parties or by the decision of any court of competent jurisdiction which is not appealed, or any finding or an arbitration board, for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this agreement.

20. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

21. Assignment

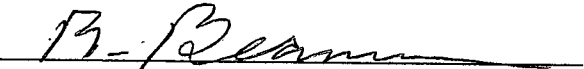
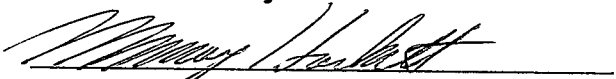
This agreement may not be assigned by either GNGH or the Town without the consent in writing of the other first obtained.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.



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

SIGNED, SEALED and DELIVERED)

)
)
) THE CORPORATION OF THE TOWN OF PELHAM
)
)

) 
) Mayor
) 
) Clerk
)

) THE GREATER NIAGARA GENERAL HOSPITAL
)
)

) 
) President and Chief Executive Officer
) 
) Vice-President (Finance)
)

APPENDIX 1 (cont'd)

FIREFIGHTER DEFIBRILLATION PROGRAM BUDGET

DESCRIPTION		YEAR 3	YEAR 4	YEAR 5
★	Semi-Automatic Defibrillator(s) - including all accessories (i.e. batteries, cables, simulators, MCMs, chargers)			
✕	Depreciation (10%) - starting in year 1	10% of capital costs	10% of capital costs	10% of capital costs
✓ ✕	Preventative Maintenance approx. \$150/yr/defibrillator	\$150 x (# of defibs)	\$150 x (# of defibs)	\$150 x (# of defibs)
✓ ✕	Defibrillator Repair approx. \$250/yr/defibrillator - starting in year 2	\$250 x (# of defibs)	\$250 x (# of defibs)	\$250 x (# of defibs)
◇	Defibrillator Pads , Medical Assist Call Report Forms, ECG Paper and Disposable Medical Equipment	To be supplied by GNGH Niagara Regional Base Hospital Program		
Training Costs				
◆	Ongoing training -to train and/or update Fire Department Defibrillation Instructors every year	\$25 x (# of Instructors)	\$25 x (# of Instructors)	\$25 x (# of Instructors)
◆	Certification -certify all firefighters in defibrillation every 2 years	\$0	\$5 x # of fire fighters	\$0
◆	General Administration (to include Quality Assurance)	\$0	Annual amount: \$500	
◆	Medical Director	\$0	Annual amount: \$350	
✕ ◇	Liability	\$0	\$0	\$0

- * Costs to be covered through fundraising in the community
- ✕ Responsibility of the Town
- ✓ Payable to the Biomedical Service
- ◆ Payable to GNGH Niagara Regional Base Hospital Program
- ◇ Responsibility of the Niagara Regional Base Hospital

APPENDIX 2

OPERATIONAL EQUIPMENT

Minimum operational equipment required for each Laerdal HeartStart 3000QR:

- 1 Medical Control Module✧
- 3 Batteries✧
- 1 Carry Case✧
- 1 Battery Charger per defibrillator✧
- 2 rolls of ECG paper★
- 2 Sets of Defibrillation Pads★
- Razors★
- Alcohol Swabs★
- Medical Assist Call Reports★
- Small hand towel
- Scissors

OTHER EQUIPMENT NEEDED

- Spare defibrillation pads ★
- ECG paper★
- Spare MCMs (minimum of 1 per station)✧
- Spare Battery and Battery Charger(minimum of 1 per department)✧
- 1 Simulator/Tester per station✧
- Minimum of 1 Mannequin per department (Arrangements can be made to borrow a mannequin through Heart Niagara if purchasing one is not desired)

- ✧ Provided to the Town on one time Capital Basis
- ★ Available through GNGH Niagara Regional Base Hospital Program