

THIS AGREEMENT made this 18 day of SEPTEMBER, 2000 and authorized by the Town of Pelham.

BETWEEN:

Niagara Health System (Greater Niagara General Hospital Site and/or its successor)

(hereinafter referred to as "NHS")

OF THE FIRST PART;

- AND -

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as the "Town")

OF THE SECOND PART;

WHEREAS The Niagara Health System (Greater Niagara General Hospital Site and/or its successor) is the Niagara Regional Base Hospital Paramedic Program for the purposes of initiating and establishing a rapid defibrillation program and through the Niagara Regional Base Hospital 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 Firefighter Defibrillation 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 Firefighter Defibrillation Medical Director as appointed by NHS 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 Firefighter Defibrillation 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 means those firefighters employed by the Town who have been designated and identified as being required to train to become defibrillation providers;
- j) "Niagara Health System (Greater Niagara General Hospital Site and/or its successor) (hereinafter referred to as NHS)" means the Niagara Health System (Greater Niagara General Hospital Site and/or its successor) for the purposes of this agreement being the Niagara Regional Base Hospital Paramedic Program;
- k) "Niagara Regional Base Hospital Medical Director" means the medical director from time to time of the Niagara Regional Base Hospital Paramedic Program.
- l) "Medical Assist Report" (hereinafter referred to as MAR), means a report provided on a form which belongs to the NHS, as well as the information contained therein, 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) "Firefighter Defibrillation Medical Director" means the medical director for the geographic area of the Town of Pelham as appointed by NHS, 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 Niagara Health System (Greater Niagara General Hospital Site and/or its successor) (NHS) 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 Firefighter Defibrillation Medical Director is authorized to delegate the act of defibrillation which is an act in the practice of medicine. The said Firefighter Defibrillation 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 Firefighter Defibrillation Medical Director who delegates the act of rapid defibrillation shall be accountable for all aspects of training, certification, re-certification and on-going medical quality assurance.
- (b) The Town agrees for the purpose of delivering defibrillation, to act as an agent of the Firefighter Defibrillation Medical Director, pursuant to his/her training and direction.
- (c) Both parties agree that NHS is responsible for providing a Firefighter Defibrillation 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 NHS the annual amount of \$1378.00 for the first year with a 5% increase for each subsequent year 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 NHS the said amount upon being invoiced by NHS. The Town agrees the amount shall be divided in four equal payments 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 Firefighter Defibrillation Medical Director is appointed or acting, NHS 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 NHS's responsibility to ensure that reference throughout this agreement, to the duties of the Firefighter Defibrillation Medical Director shall be the responsibility and obligation of NHS.

4. TRAINING

- 4.1 The Firefighter Defibrillation 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 Firefighter Defibrillation Medical Director. The Firefighter Defibrillation Medical Director shall continue to be solely responsible for the medical control and training package.

Either the Firefighter Defibrillation 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 Firefighter Defibrillation 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 Firefighter Defibrillation Medical Director or his/her Defibrillation Instructors.
- 4.3 NHS, through the Firefighter Defibrillation 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 Firefighter Defibrillation 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 Firefighter Defibrillation Medical Director.
- 4.6 It shall be the responsibility of NHS, through the Firefighter Defibrillation Medical Director, 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 Niagara Regional Base Hospital Medical Director and with input from the Fire Department Defibrillation Working Committee (as further described in Section 11 of this agreement).

5. TESTING

Once a firefighter has been qualified to provide defibrillation, it shall be a requirement that he/she be tested and recertified every two (2) years by the Firefighter Defibrillation Medical Director or his/her designate. The testing and recertification process will include written and practical components as approved of from time to time by the Firefighter Defibrillation Medical Director.

- 5.1 A firefighter who does not meet the standards set from time to time by the Firefighter Defibrillation Medical Director for any one of the testing components during the initial defibrillation certification process will be required to repeat that particular component of the testing after remedial help has been provided by a Defibrillation Instructor. If the firefighter fails on a second attempt, he/she will be required to repeat the full defibrillation course before being allowed any further attempts at the testing components.
- 5.3 If a firefighter fails the recertification process, he or she will be deactivated from the Fire Department Defibrillation Program.
- 5.4 Both parties agree that the goal of the NHS is to work with the Town to ensure the success of the Fire Department Defibrillation Program.

6. QUALITY ASSURANCE

The Town shall ensure that all certified defibrillation providers attend a minimum of four (4) defibrillation practice sessions per year during the currency of the agreement.

It is the responsibility of NHS, through the Firefighter Defibrillation Medical Director to ensure effective quality assurance to the Fire Department Defibrillation Program. In order to fulfil this obligation the Firefighter Defibrillation Medical Director or his/her designate shall review each call involving the use of a defibrillator. The review will follow a process established by the NHS and will include an examination of the documentation and interventions. A report based on the review will be provided to the Town, by providing a copy to the Fire Department Defibrillation Co-ordinator for distribution to the particular firefighter. A call review report is to be reviewed by a representative of the NHS and the firefighter involved only. If there is a patient care concern or repeated problems with protocols or documentation the Fire Department Defibrillation Co-ordinator and the Fire Chief will be informed.

- 6.1 Any changes in the certification status of a firefighter will be brought to the attention of such firefighter, the Defibrillation Co-ordinator and the Fire Chief by the Firefighter Defibrillation Medical Director or his/her designate within seventy-two (72) hours of the time that any such decision is made.
- 6.2
 - (a) The Town acknowledges that it has the responsibility to ensure that all Fire Department Defibrillation Instructors attend an annual update instructor defibrillation course offered by NHS.
 - (b) NHS through the Firefighter Defibrillation Medical Director and the Niagara Regional Base Hospital Medical Director will be responsible for the review of defibrillation protocols annually, or more frequently as the need for protocol adjustments arise. Further, NHS through the Firefighter Defibrillation Medical Director shall ensure that defibrillation 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 NHS, and that for purposes of administration, the Town agrees to act as NHS's agent for purposes of completing the said report(s) or forms, and that all times these forms and information shall be considered the property of NHS.
- 7.2 The Town shall ensure that a Medical Assist Report ("MAR") is completed for each call where a defibrillator was used by a Town of Pelham firefighter. The "MAR" forms shall be provided by NHS to the Town for use by the Fire Department. The Town agrees to collect all copies of the MAR; rhythm strips and/or medical control modules (MCM) from each fire station and ensure that they are returned to NHS as soon as reasonably possible. NHS 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 NHS if a rhythm strip is not available at the time the MAR 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 MAR and submitted to NHS.
- 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 NHS at regular intervals.

8. RECORDS AND REPORTS

- 8.1 NHS agrees to:
- a) Maintain a list of certified Defibrillation Instructors and firefighters based on information to be provided by the Town to NHS from time to time. An updated list will be distributed by NHS to the Town annually.
 - b) Maintain a record of all medical assist 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 NHS 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 for a period of five consecutive years.
 - b) Provide to NHS, on an annual basis, a list of Defibrillation Instructors and Town firefighters who are certified defibrillation providers.
 - c) Provide to NHS a list of any Town firefighters who become deactivated for whatever reason or who leave employment of the Fire Department.

9. EQUIPMENT

- 9.1 The Firefighter Defibrillation Medical Director and the Niagara Regional Base Hospital Medical Director or their designates must approve any replacement defibrillation equipment purchased by the Town for the Fire Department Defibrillation Program.
- 9.2 NHS 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 the NHS 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 spare defibrillators for use in the Regional Municipality of Niagara, shall continue to be the property of the manufacturer and supplier. Pursuant to an agreement of municipalities spare defibrillators 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 spare defibrillators are accessible to other fire departments within the Regional Municipality of Niagara, in the event that a defective defibrillator should require replacement.

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 Defibrillation Providers, the Firefighter Defibrillation Medical Director (or his/her designate) and the NHS. 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 Firefighter Defibrillation 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 NHS with regards to the Niagara Regional Base Hospital Paramedic Program on firefighter defibrillation issues.
- 11.2 The parties agree this Committee shall not be authorized to deal with any labour relations issues.
- 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 Ministry of Health Regional Emergency Health Services Office. The committee will be chaired by a representative of the NHS Niagara Regional Base Hospital Paramedic 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 2000, to December 31, in the year 2005.
- 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

NHS 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 Firefighter Defibrillation Medical Director, Niagara Regional Base Hospital Medical Director, or NHS or any other employee of NHS 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 NHS, its directors, officers, employees and the Firefighter Defibrillation Medical Director and the Niagara Regional Base Hospital 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 Ten Million Dollars (\$10,000,000.00).

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 Firefighter Defibrillation Medical Director and NHS 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 Firefighter Defibrillation 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 NHS 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

[illegible]

B. Brown
Mayor

Leanne Mellette
Clerk

**THE NIAGARA HEALTH SYSTEM (GREATER NIAGARA
GENERAL HOSPITAL SITE AND/OR ITS SUCCESSOR)**

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7. G. Wright
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APPENDIX 1

FIRE DEPARTMENT DEFIBRILLATION PROGRAM BUDGET

DESCRIPTION	2001	2002	2003
★ Semi-Automatic Defibrillator(s) - including all accessories (i.e. batteries, cables, simulators, MCMs, chargers)			
✕ Depreciation (10%)	10% of capital costs	10% of capital costs	10% of capital costs
✓ ✕ Preventative Maintenance	\$240 x (# of defibs)	\$240 x (# of defibs)	\$240 x (# of defibs)
✓ ✕ Defibrillator Repair approx. \$250/yr/defibrillator	\$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 NHS Niagara Regional Base Hospital Paramedic 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	\$7.50 x # of fire fighters	\$0	\$7.50 x # of fire fighters
◆ General Administration (to include Quality Assurance, Certification and Training costs)	\$ 1028.00	\$ 1079.40	\$ 1133.37
◆ Firefighter Defibrillation Medical Director	Annual Amount \$350.00		
✕ ✧ Liability	\$0	\$0	\$0

* **Costs to be covered through fundraising in the community**

✕ **Responsibility of the Town**

✓ **Payable to the Biomedical Service**

◆ **Payable to NHS (Firefighter Defibrillation Program)**

✧ **Responsibility of the NHS (Firefighter Defibrillation Program)**

Note:

◆ **General Administration annual amount includes certifications, and training costs.**

APPENDIX 1 (cont'd)

FIREFIGHTER DEFIBRILLATION PROGRAM BUDGET

DESCRIPTION		2004	2005	
★	Semi-Automatic Defibrillator(s) - including all accessories (i.e. batteries, cables, simulators, MCMs, chargers)			
✕	Depreciation (10%)	10% of capital costs	10% of capital costs	
✓ ✕	Preventative Maintenance	\$240 x (# of defibs)	\$240 x (# of defibs)	
✓ ✕	Defibrillator Repair approx. \$250/yr/defibrillator	\$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 NHS Niagara Regional Base Hospital Paramedic Program		
Training Costs				
◆	Ongoing training -to train and/or update Fire Department Defibrillation Instructors every year	\$25 x (# of Instructors)	\$25 x (# of Instructors)	
◆	Certification -certify all firefighters in defibrillation every 2 years	\$0	\$7.50 x # of fire fighters	
◆	General Administration (to include Quality Assurance, Certification and Training costs)	\$ 1190.04	\$ 1249.54	
◆	Firefighter Defibrillation Medical Director	Annual amount: \$350.00		
✕ ✧	Liability	\$0	\$0	

- * Costs to be covered through fundraising in the community
- ✕ Responsibility of the Town
- ✓ Payable to the Biomedical Service
- ◆ Payable to NHS (Firefighter Defibrillation Program)
- ✧ Responsibility of the NHS (Firefighter Defibrillation Program)

Note:

- ◆ General Administration annual amount includes certifications, and training costs.