

Bill No. 145  
2019

By-law No. A.- \_\_\_\_\_ - \_\_\_\_

A by-law to approve the Agreement between The Corporation of the City of London and Middlesex-London Health Unit for distribution of naloxone kits for use by firefighters in providing first aid services.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The agreement to be entered into between The Corporation of the City of London and Middlesex-London Health Unit regarding distribution of naloxone kits for use by firefighters in providing first aid services, attached as Schedule A to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved in paragraph 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 9, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – April 9, 2019  
Second reading – April 9, 2019  
Third reading – April 9, 2019

## Schedule A

### Community Collaboration Agreement For Naloxone Kit Distribution

BETWEEN

MIDDLESEX-LONDON HEALTH UNIT (“MLHU”)

-And-

THE CORPORATION OF THE CITY OF LONDON (“London Fire Department” or “LFD”)

#### **Collaboration**

This AGREEMENT (“Agreement”), dated April 9, 2019 between MLHU and LFD is an official agreement between the two parties. This document describes the agreed-upon responsibilities and expectations between MLHU and LFD for the distribution of Naloxone Kits. The purpose of the collaboration is for MLHU to provide Naloxone Kits to LFD: (a) for use on the public when responding to medical emergencies with potential opioid overdose, and (b) for use on another member of London Fire Department in case of accidental exposure to opioids.

#### **Policy Guidelines**

Middlesex-London Health Unit and London Fire Department agree that the use of Naloxone Kits will be implemented in a manner that is consistent with LFD current Policies and Procedures

#### **Definitions**

In this Agreement, the following terms have the following definitions

“**Agreement**” means this Agreement and all Appendices together with all amendments made by written agreement between MLHU and LFD;

“**Naloxone Kit**” means a Kit with 2 doses of nasal Naloxone, gloves, client identification card, product monograph, 5 Steps to Respond to an Opioid Overdose, and Health Canada Supplementary Information.

“**Client**” means a member of the public receiving services from MLHU or LFD;

“**Manager of the Program**” means the Sexual Health Manager or, such other individual as MLHU may determine from time to time;

“**Ministry**” means the Ontario Ministry of Health and Long-Term Care;

“**Policies and Procedures**” means the policies and procedures for Naloxone Kit use established by LFD.

#### **Communication Path**

Executive Directors or senior management of MLHU and LFD will communicate about matters of concern that cannot be resolved at other levels within the collaboration.

The parties commit to maintain confidentiality based on Personal Health Information Protection Act (PHIPA), in addition to the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), where applicable. Both agencies will adhere to PHIPA/PIPEDA/MFIPPA standards, where applicable.

### ***Operational Dispute Resolution***

Operational disputes between the parties will be addressed at the Management level for resolution.

Issues that cannot be resolved at this level will be brought to each respective Executive Directors or senior management for resolution.

### ***Insurance***

Neither party shall rely upon the other for fire, liability, and/or other insurance coverage during the term of this agreement. Both parties shall, without in any way limiting their liability, secure, maintain and keep in full force and effect:

Comprehensive General Liability Insurance: both parties shall carry insurance in an amount of not less than five million dollars (\$5,000,000) per occurrence, against damages arising from property damage and personal injury (including death), which might arise directly or indirectly out of their operations, their staff, agents, employees, personnel, or those for whom they are responsible, in carrying out its obligations under this Agreement;

Such policies, acceptable to the other party acting reasonably, shall be issued by an insurance company licensed to conduct business in the Province of Ontario and shall remain in full force and effect for the Term of this Agreement or any extension thereof.

### ***Succession and Assignment***

This Agreement is binding upon the parties and their respective successors and permitted assigns.

No party hereto may assign any of its interest in this agreement without the prior written consent of the other parties.

### ***Amendments to the Agreement***

This agreement is subject to change at any time by the mutual consent of the parties concerned.

### ***RESPONSIBILITIES AND EXPECTATIONS***

For this collaboration Middlesex-London Health Unit serves as the “lead” organization. As the lead organization, Middlesex-London Health Unit is responsible for the following:

- Manage all of the reporting requirements to the Ontario Ministry of Health and Long Term Care
- Provide reports to LFD relevant to their program
- Will submit Naloxone Kit (pre-assembled) orders to the Ontario Government Pharmaceutical and Medical Supply Service (OGPMSS), manage inventory
- Arrange delivery of the Kits to LFD.
- Provide any updates about the Naloxone program.
- Bring any issues, concerns, questions, problems, or complaints forward in a timely manner and seeking to resolve those amicably and with the best interests of the clients and staff in mind.
- Present the agreement in a positive light to external stakeholders

### ***Under this Agreement, LFD agrees to:***

- Developing and/or adopting policies and procedures for its members, including how Naloxone Kits would be carried, stored and deployed.
- Arranging training and education for officers and firefighters that will have access to Naloxone Kits.
- Completing a MOHLTC form to confirm enrollment and the number of Naloxone Kits being ordered.
- Consulting with their own experts about the use of Naloxone, also potentially to help LFD members in case of exposure to opioids.
- Consulting with their municipal council as appropriate
- Submit a single order to MLHU (see Appendices). MLHU will provide Naloxone Kits to LFD based on that order.

- Complete forms (see Appendix 1) when training, providing Naloxone Kits, or when Naloxone is administered or received. Faxing the forms to MLHU secure fax at 519-663-8273.
- Provide Manager of Sexual Health with quarterly stats Jan 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and Oct 15<sup>th</sup> (see Appendix 2).
- Bring any issues, concerns, questions, problems, or complaints forward to MLHU in a timely manner and seeking to resolve those amicably and with the best interests of the parties.
- Present the agreement in a positive light to external stakeholders

**Term of the Agreement**

- (1) The term of this Agreement shall be from March 5th, 2019 to March 4th, 2020, subject to paragraphs (2) and (3) below.
- (2) This agreement will be automatically renewed on an annual basis.
- (3) This agreement may be terminated by either Party with no less than 90 days' notice.

**Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

**No Agency or Collaboration.** It is understood and agreed that in giving effect to this Agreement, no party shall be or be deemed an agent or partner of the other for any purpose and that their relationship to each other shall be that of independent parties in a contractual relationship. Nothing in this agreement shall constitute a collaboration or joint venture between the parties.

**Indemnification of Health Unit & Ministry.** LFD shall indemnify and save harmless the MLHU and the Ministry, its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person, or damage to or loss of property, or breach of patent or infringement of any intellectual property arising from any willful or negligent act, omission or delay on the part of the LFD or anyone from LFD responsible at law.

**Notice.** Any notice required to be given under this agreement shall be in writing and shall be sufficiently given if delivered personally or if mailed (other than during any disruption of postal services) be registered mail, postage prepaid and addressed to the relevant party as follows:

TO:

Corporation of the City of London  
 300 Dufferin Ave  
 PO BOX 5035  
 London ON N6A 4L9  
 Attention: City Clerk

AND TO:

Middlesex-London Health Unit  
 50 King Street  
 London ON N6A 5L7  
 Attention: Medical Officer of Health

Any such notice, if delivered, shall be effective when delivered and if mailed (other than during any disruption of postal services), shall be effective on the second business day after the date of mailing.

- Appendix 1** Naloxone Forms
- Appendix 2** Quarterly Report

**IN WITNESS WHEREOF this agreement has been duly executed by the parties.**

SIGNED, SEALED and DELIVERED  
In the presence of

**The Board of Health of the  
Middlesex-London Health Unit**

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Per: Dr. Christopher Mackie, MD,  
CCFP, MHSc, FRCPC, Medical Officer  
of Health

I have authority to bind the Board.

**Corporation of the City of London**

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Per: Ed Holder

I have authority to bind the Corporation.

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Per: Catherine Saunders

I have authority to bind the Corporation.

**APPENDIX 1**  
**Ministry of Health and Long-Term Care**  
**Supplemental Order Form: Naloxone for Police and Fire Services**

Police and fire services in Ontario are eligible to receive Naloxone to prevent overdoses, and potentially to help police and firefighters in case of exposure to opioids. The eligibility criteria are:

<b>Police Services</b>	
<p style="text-align: center;"><b>Eligible</b></p> <ul style="list-style-type: none"> <li>• Municipal police officers</li> <li>• Ontario Provincial Police (OPP) officers</li> <li>• First Nations police constables</li> </ul>	<p style="text-align: center;"><b>Ineligible</b></p> <ul style="list-style-type: none"> <li>• RCMP</li> <li>• Special Constables, Auxiliaries, Civilians</li> </ul>
<p>Note: Police services are eligible to receive Naloxone to provide access to police officers or First Nations constables who may reasonably encounter a situation where a person has overdosed and may require Naloxone, and potentially to help police and firefighters in case of exposure to opioids.</p>	
<b>Fire Services</b>	
<p style="text-align: center;"><b>Eligible</b></p> <ul style="list-style-type: none"> <li>• Municipal fire services</li> <li>• First Nations fire services</li> <li>• Northern Fire Protection Program</li> </ul>	<p style="text-align: center;"><b>Ineligible</b></p>
<p>Note: Fire services are eligible to receive two Naloxone Kits for each of their vehicles (apparatus) for use in their role as first responders, and potentially to help police and firefighters in case of exposure to opioids.</p>	

1.	Name of police or fire service: LONDON FIRE DEPARTMENT
2.	Address (including postal code) of police or fire service: 400 HORTON ST E LONDON ON N6B 1L7
3.	Name and contact information (phone number and e-mail) of organizational lead for Naloxone distribution: CHIEF LORI HAMER
4.	Size of police or fire service (# of police officers or # of fire vehicles): 355 Fire Suppression; 30 Fire Suppression fleet
5.	How many Naloxone Kits is your service requesting? For police services, please list the duty assignments (e.g., general patrol, drug squad, specialized teams, etc.) that will carry Naloxone, and the estimated number of Kits per duty assignment:
	2 per vehicle + 2 per vehicle to hold in stock Total of 120 Kits

By confirming the statements below, the \_\_London\_\_ fire service confirms:

- it has a signed agreement with the local Public Health Unit for the provision of Naloxone.
- the service has appropriate authorization, training, and handling and storage protocols in place to properly use and store Naloxone.

Print Name: LORI HAMER

Print Position: FIRE CHIEF

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Your reporting form may be submitted electronically (preferred) to: Lisa.Brogno@mlhu.on.ca  
 Should you not be able to submit electronically, you may submit via fax at: 519-663-8273.

**APPENDIX 2**

<b>Ministry of Health and Long-Term Care Ontario Naloxone Program</b>			
<b>Police and Fire Services Quarterly Reporting Form to the Middlesex-London Health Unit</b>			
<b><u>Org. Name:</u></b>	<u>LONDON FIRE DEPARTMENT</u>	<b><u>Quarter:</u> (see below)</b>	
<b><u>Contact:</u></b>		<b><u>Email:</u></b>	<b><u>Tel:</u></b>

**Key outcomes for the quarter:**

Output	Number	
Number of individuals (who are not a member of a police and/or fire service) who were administered Naloxone by your organization. Please specify the number of doses each individual received. <u>E.g.:</u> 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses	<small>Individual(s)</small>	<small>Dose(s)</small>
	10	1
	8	2
Number of police and/or fire service members who were administered Naloxone by your organization. Please specify the number of doses each individual received. <u>E.g.:</u> 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses	<small>Individual(s)</small>	<small>Dose(s)</small>
	10	1
	8	2
Number of times paramedics came to the scene when a member of your organization administered Naloxone.		

**Please provide any additional information you feel is pertinent to the Middlesex-London Health Unit and Ministry of Health and Long-Term Care, including information about drug trends in your community:**

**Due Dates**

<b>Q1 (January – March)</b>	<b>Q2 (April – June)</b>	<b>Q3 (July – September)</b>	<b>Q4 (October – December)</b>
<b>April 15</b>	<b>July 15</b>	<b>October 15</b>	<b>January 15</b>

Your reporting form may be submitted electronically (preferred) to: Lisa Brogno at [Lisa.Brogno@mlhu.on.ca](mailto:Lisa.Brogno@mlhu.on.ca)

Should you not be able to submit electronically, you may submit via fax at: 519-663-8273