

**THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS**

**BY-LAW NUMBER 37-2018**

**Being a By-Law to approve a Memorandum of Understanding  
between:**

**The Renfrew County and District Health Unit  
(Hereinafter referred to as the "RCDHU")**

**and**

**Municipal Corporation of the Township of Killaloe, Hagarty and  
Richards  
(Hereinafter referred to as the "Township")**

WHEREAS the Ontario Municipal Act, 2001 8(1) enables the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS the Municipal Corporation of the Township of Killaloe, Hagarty and Richards deems it advisable that the Township enters into a Memorandum of Understanding with RCDHU with respect to Naloxone as proposed by the Ministry of Health and Long-Term Care;

AND WHEREAS the Township wishes to authorize the Fire Chief to sign a Memorandum of Understanding with RCDHU with respect to Naloxone as proposed by the Ministry of Health and Long-Term Care;

NOW THEREFORE the Municipal Council of The Corporation of the Township of Killaloe, Hagarty and Richards enacts as follows:

1. THAT the Council for the Township of Killaloe, Hagarty and Richards hereby authorizes the Fire Chief to sign the Memorandum of Understanding attached hereto as Schedule "A", and forming part of the by-law;
2. THAT this By-Law shall be deemed to come into force and effect upon final passing thereof.

Read a first and second time this 7<sup>th</sup> day of August, 2018.

Read a third time and finally passed this 7<sup>th</sup> day of August, 2018.

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Mayor

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CAO/Clerk-Treasurer

## Memorandum of Understanding for Police and Fire Services

Between:

**The Renfrew County and District Health Unit  
(Hereinafter referred to as the "RCDHU")**

-and-

**Township of Killaloe, Hagarty and Richards  
(Hereinafter referred to as the "Agency")**

**WHEREAS** RCDHU and the Agency wish to enter into an agreement (the "Agreement") with respect to Naloxone as proposed by the Ministry of Health and Long-Term Care;

**AND WHEREAS** the Agency desires to deliver the services as part of their medical emergency response;

**AND WHEREAS** the Agency wishes to enter into this Agreement with RCDHU to deliver the services.

**NOW THEREFORE** in consideration of the mutual covenants and other terms and conditions hereinafter contained, the parties hereby agree with the other as follows:

### 1. Services of the Agency

The Agency agrees to furnish and perform the services, as set out below:

- a) To assess and if deemed necessary administer naloxone during a medical emergency response to anybody suspected of experiencing an opioid related overdose.
- b) Ensure Agency staff who participate in the delivering the services receive appropriate training, including, but not limited to: administering naloxone; information relating to administrative and operational policies and procedures of the Agency; data collection and recording; equipment and their appropriate uses; health and safety; and routine infection control practices.
- c) Ensure Agency staff who participate in delivering the services adhere to the administrative and operation policies and procedures of the Agency.
- d) Permit only Agency staffs who have received training referred to in subsection 1(b), to participate in the delivery of the services.
- e) Supply at its sole cost and expenses all personnel and equipment necessary to perform the services under this Agreement and assume all related expenses.
- f) The Agency covenants, represents and warrants that all services are in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, bylaws, notices, orders, approvals, directives, protocols, policies and guidelines.
- g) The Agency must perform the services under the Agreement and is not permitted to subcontract the services to any third party.
- h) Records and Data Collection
  - The Agency will order Naloxone kits using the Naloxone Order Form and email it to the Health Unit.
  - The Agency will document Naloxone administration on a standardized form.

### 2. RCDHU Responsibilities

The Health Unit will:

- a) Provide Naloxone kits to the Agency, subject to on-going funding from Ministry of Health and Long-Term Care,
- b) Provide a copy of the services policies and procedures (and any updates) upon commencing service delivery.
- c) Make available any relevant reports, background information, data and any other materials relevant to the services, which are in RCDHU's possession for use by the Agency.
- d) Upon request by the Agency and in its sole discretion, the RCDHU may provide training to the Agency.

### 3. Occupational Health and Safety Act

- a) The Agency shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990, c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHS").
- b) The Agency acknowledges and represents that:

- i. The workers employed to carry out the services have been provided with training in the hazards of the services to be performed and possess the knowledge and skills to allow them to work safely;
  - ii. The Agency has occupational health and safety policies in place in accordance with the OHSA.
- c) The Agency shall immediately advise the Medical Officer of Health or their designate in the event of any of the following:
- a) A critical injury that arises out of services that is the subject of this Agreement;
  - b) An order(s) is issued to the Agency by the Ministry of Labour arising out of the services that is the subject of this Agreement;
  - c) A charge is laid or a conviction is entered arising out of the services that is the subject of this Agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
  - d) Immediate suspension of services could occur if there are health and safety concerns. If the services are suspended, RCDHU will work with the agency to assess and mitigate risk as well as suggest strategies to meet health and safety concerns.

#### **4. Worker's Compensation Insurance**

The Agency warrants that it has and will maintain worker's compensation insurance through the Workplace Safety and Insurance Board ("WSIB") for the Agency employees until this Agreement is terminated. The Agency will ensure that all persons, including but not limited to paid employees providing the services or similar services under this Agreement are covered by the required insurance.

#### **5. Confidential Information**

During this Agreement, and after the termination of this Agreement, each party will;

- a) Treat as confidential any material, data or information supplied by the other party in confidence or derived from any data that the other party or any of its directors, managers, or employees may have acquired in the course of, or incidental to the performance of the services in this Agreement or otherwise (hereinafter) referred to as "Confidential Information".
- b) Not without the prior consent of the other party use or disclose to any person, at any time during or following this Agreement except in accordance with applicable law, any information or documentation that contains Confidential Information.

The parties acknowledge and agree that they are bound by the *Personal Health Information Protection Act, 2004* Ontario as amended ("PHIPA") and will comply with PHIPA in the performance of services and other obligations under this Agreement. The parties further acknowledge and agree that no personal health information or other personal information is to be shared between them except with the consent of the person concerned or as required by law or an order of a court of competent jurisdiction. Where applicable the Municipal Freedom of Information and Protection of Privacy Act (Ontario), as amended, and the regulations made thereunder apply to all information submitted to or created by RCDHU.

#### **6. Termination of Agreement**

This agreement shall continue until terminated. The parties agree that either party may terminate their participation in this Agreement by providing 30 days written notice, including the reason for termination.

RCDHU may terminate this agreement at any time and without notice under the following circumstances:

- a) Failure by the Agency to perform services according to the Ministry of Health and Long-Term Care's Ontario Naloxone criteria for fire and police.
- b) Failure by the Agency to perform the services in a timely fashion, and such delay or default continues for seven (7) days following written notice to the Agency by RCDHU
- c) Failure to respond to requests from RCDHU
- d) For any breach of this agreement by the Agency

If the Agreement is terminated, RCDHU will:

- a) Cancel all further deliveries of naloxone
- b) Require the return of unused naloxone

Upon termination of this Agreement, all originals and copies of data, plans, reports, summaries, photographs and other documentation that have been accumulated and/ or prepared by the Agency in performance of the Agreement will be delivered the RCDHU in a clean and readable format.

**7. Official Notification**

Any notice herein required or permitted to be given under the Agreement will be in writing and will be deemed to be given if either delivered personally or sent by electronic mail.

**Notice to the RCDHU shall addressed to:**

Renfrew County and District Health Unit  
7 International Drive,  
Pembroke ON,  
K8A 6W5

or

Electronic mail: \_\_\_\_\_

**Notice to the Agency shall be addressed to:**

Fire Chief  
Township of Killaloe, Hagarty and Richards  
1 John St., P.O. Box 39, Killaloe, ON  
K0J 2A0

or

Electronic mail: firechief@khrtownship.ca

**8. Force Majeure**

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provisions of services would substantially interfere with either party's obligation under this agreement, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such a time as the party reasonably determines that it is able to resume performance of its obligations herein.

**9. General Conditions**

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.

The parties hereto agree that this Agreement will be interpreted in accordance with the laws of the Province of Ontario.

This Agreement is not transferable or assignable by the Agency in whole or in part without the express written consent of RCDHU.

To WITNESS this agreement, the Parties have signed by their proper signing officers' duty authorized on their behalf.

Renfrew County and District Health Unit  
7 International Drive, Pembroke, ON, K8A 6W5

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Township of Killaloe, Hagarty and Richards Fire Department  
Attn: Fire Chief  
1 John St., P.O. Box 39  
Killaloe, ON  
K0J 2A0

Per: \_\_\_\_\_

Name: Bob Gareau

Title: Fire Chief

Date: \_\_\_\_\_