

NALOXONE DISTRIBUTION AGREEMENT

Dated Effective: 4/8/2021

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BETWEEN

BOARD OF HEALTH OF THE WINDSOR-ESSEX COUNTY HEALTH UNIT, an Ontario non-share capital corporation, incorporated under the Ontario *Health Protection and Promotion Act*

AND

Legal Name of Community Organization:	Corporation of the County of Essex (Essex Windsor EMS)		
Type of Community Organization:			
<input type="checkbox"/> Community Health Centre	<input type="checkbox"/> Aboriginal Health Access Centre	<input type="checkbox"/> Outreach Organization	
<input type="checkbox"/> AIDS Service Organization	<input type="checkbox"/> Shelter	<input type="checkbox"/> Withdrawal Management	
<input type="checkbox"/> Other: Paramedic Service (specify)			
Address:	Street: 360 Fairview Ave West	City: Essex	Province: Ontario
	Country: Canada	Postal Code: N8M 1Y6	
Designated Contact:	Tel.: 519-776-6441 ext 2600		
	Fax: 519-776-1254		
	E-mail: jlammers@countyofessex.ca		

WHEREAS

- A. Ontario Public Health Standards mandate public health units to undertake certain activities to reduce harm from drug use (the "Harm Reduction Program").
- B. The MOHLTC has developed and continues to refine an enhancement to the Harm Reduction Program (the "Harm Reduction Program Enhancement").
- C. Under the Harm Reduction Program Enhancement, participating public health units are to support local opioid response initiatives by, including among other things, distribution of naloxone and naloxone kits to eligible community organizations, intended to increase dissemination of the naloxone kits to those most at risk of opioid overdose.

- D. The Health Unit is a participating public health unit in the Harm Reduction Program Enhancement.
- E. The Community Organization is eligible under and wishes to participate in the Harm Reduction Program Enhancement in accordance with the provisions of this Agreement.

NOW THEREFORE in consideration of the Health Unit permitting the Community Organization to participate in the Health Reduction Program Enhancement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CONTENT AND INTERPRETATION

- 1. **Recitals.** The recitals are incorporated into and form part of this Agreement. Each party acknowledges and confirms the accuracy of the recitals.
- 2. **Schedules.** The following schedules are incorporated into and form part of this Agreement:
 - (a) **Schedule A.** Health Unit's Obligations.
 - (b) **Schedule B.** Community Organization's Obligations.
 - (c) **Schedule C.** Report.
- 3. **Definitions.** The following terms have the meanings set out below when used in this Agreement or any other document made or delivered pursuant to this Agreement, unless otherwise defined or indicated or the context requires otherwise:
 - (a) **"Agreement"** means this agreement, the schedules and any instrument amending this agreement or the schedules.
 - (b) **"Client"** means an individual participating in the Harm Reduction Program Enhancement through contact with the Community Organization.
 - (c) **"Community Organization"** means the community organization described on the first page of this Agreement.
 - (d) **"Harm Reduction Program"** has the meaning given in recital A.
 - (e) **"Harm Reduction Program Enhancement"** has the meaning given in recital B.
 - (f) **"Health Unit"** means the Board of Health of the Windsor-Essex County Health Unit.
 - (g) **"Naloxone"** means intranasal naloxone used to respond to an opioid overdose.
 - (h) **"Naloxone Kit"** means a kit with 2 doses of intranasal naloxone, gloves, client identification card, product monograph, "5 Steps to Respond to an Opioid Overdose" kit insert, and Health Canada Supplementary Information or such other content as directed from time to time by the MOHLTC.
 - (i) **"MOHLTC"** means the Ontario Ministry of Health and Long-Term Care and/or the Minister thereof.

(j) **“Ontario Public Health Standards”** means the guidelines published by the MOHLTC pursuant to the Ontario *Health Protection and Promotion Act*.

(k) **“Supply”** has the meaning given in subsection 8(b)(ii).

4. **Interpretation.** Interpretation of this Agreement shall be in accordance with and subject to the following:

(a) **Number.** Unless the context requires otherwise, words importing the singular include the plural and vice versa.

(b) **Gender.** Unless the context requires otherwise, words importing gender include all genders.

(c) **Include, Etc.** Whenever the words “include”, “includes” or “including” (or similar terms) are used they are deemed to be followed by the words “without limitation”.

(d) **Time.** Any reference to a time shall be Windsor, Ontario time.

(e) **References.** Any reference to any statute or any Ontario Public Health Standard or any sections thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or standard or section thereof as amended, restated or re-enacted from time to time.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(g) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other Agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

(h) **Severability.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

(i) **Conflict Between Provisions.** In the event of a conflict between different provisions of this Agreement the provision with the highest duty to perform as directed by the Health Unit shall prevail.

5. **Amendment.** No modification or amendment to this Agreement may be made unless agreed to by each of the parties in writing and in the case of the Health Unit signed by its Chief Executive Officer or the Medical Officer of Health. The Community Organization shall not be entitled to rely on amendments otherwise authorized.

NATURE OF RELATIONSHIPS

6. **Independent.** The parties acknowledge that the Community Organization is an independent contractor and nothing in this Agreement shall create an employer-employee, principal-agent or partnership relationship. The Community Organization shall not make representations or act in a way which could establish or imply any apparent relationship of agency, joint venture, partnership or employment arrangement with the Health Unit. The Health Unit shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the Community Organization to any other person or entity.
7. **No Exclusivity.** The Health Unit reserves the right to enter into separate Agreements with other community organizations and/or to undertake activities with its own forces and nothing in this Agreement shall be interpreted as giving the Community Organization any exclusivity entitlements.

REPRESENTATIONS AND WARRANTIES

8. **Health Unit.**
 - (a) **Authority.** The Health Unit represents and warrants that it exists and has full power, right and authority to enter into this Agreement and perform its obligations hereunder.
 - (b) **No Representation or Warranty re Supplies.** Neither the Health Unit nor any one for whom the Health Unit is responsible gives any warranty or representation whatsoever, express or implied, with respect to:
 - (i) The availability or number of Naloxone Kits that will from time to time be delivered or made available to the Community Organization.
 - (ii) The use, merchantability, or fitness for any particular purpose of any Naloxone Kit, compound, equipment, device, information, description, advice or other supply (a "Supply") made by the Health Unit to the Community Organization. Without limitation, any information, description or other advice regarding or included in any Supply provided by the Health Unit shall not be treated as or relied on as medical advice. The Health Unit and those for whom it is responsible do not assume any liability whatsoever with respect to or arising in connection with any Supply and shall have no liability for any indirect, special, consequential, punitive or economic damages arising in connection with any Supply, whether brought in contract, tort or on any other theory or basis in law.
9. **Community Organization.** The Community Organization represents and warrants as follows:
 - (a) **Authority.** The Community Organization exists and has full power, right and authority to enter into this Agreement and perform its obligations hereunder.
 - (b) **Accuracy of Information.** All information provided by the Community Organization to the Health Unit in the context of this Agreement is true and complete.
 - (c) **Works with At Risk Populations.** The Community Organization works directly with drug-using populations at risk of opioid overdose through harm reduction programming, outreach and/or social determinants of health.

- (d) **Reaches Priority Populations.** The Community Organization reaches difficult to reach (priority) populations not otherwise served where there is known drug-using/opioid activity.
- (e) **Capacity.** The Community Organization has adequate personnel and other resources necessary to properly administer and manage its obligations under this Agreement.

HARM REDUCTION PROGRAM ENHANCEMENT DELIVERY

- 10. **Health Unit Requirements.** The Health Unit shall undertake the obligations as outlined in Schedule A.
- 11. **Community Organization Requirements.** The Community Organization shall undertake the obligations as outlined in Schedule B in accordance with and subject to the following:
 - (a) **Reasonable Direction.** The Community Organization shall comply with all reasonable directions made from time to time by the Health Unit.
 - (b) **Legal Compliance.** The Community Organization shall comply with all applicable legal requirements including all federal, provincial, municipal and other laws and regulations which are in any way applicable or related.
 - (c) **Professional Standards.** The Community Organization shall ensure that any of its involved personnel who are regulated health professionals, shall comply with the standards and other requirements of the relevant college.
 - (d) **Safety.** The Community Organization shall comply with all safety standards and best practices which are from time to time applicable or relevant.
 - (e) **Labour, Equipment, Tools, Materials and Transportation.** Unless otherwise indicated, the Community Organization shall provide all labour, equipment, tools, materials, transportation and any other incidentals required.
 - (f) **Personnel Not Employees of the Health Unit.** All personnel involved shall be under the control and direction of the Community Organization and be properly supervised and shall not be employees or agents of the Health Unit.
 - (g) **Personnel to be Qualified.** The Community Organization shall ensure that all involved personnel shall be duly trained and qualified.
 - (h) **Subcontracting Arrangements.** The Community Organization shall not enter into any subcontracting arrangements in connection with the fulfillment of its obligations, without the prior written consent of the Health Unit.
 - (i) **Respect.** The Community Organization shall cause its personnel to be respectful of Clients and of Health Unit personnel. In the event of a complaint which is in any way connected to or involving the Community Organization, the Community Organization shall co-operate as necessary to reasonably resolve the complaint, including participating in such complaint resolution processes as reasonably directed by the Health Unit.

- (j) **Good Faith.** The Community Organization shall act in the best interests of the Health Unit and not do or omit to do anything which may adversely impact the Health Unit.

INSURANCE AND INDEMNITY

- 12. **Types and Amounts of Insurance.** The Health Unit and the Community Organization shall each carry and maintain insurance in accordance with and subject to the following:
 - (a) Neither party shall rely upon the other for insurance coverage.
 - (b) Each party shall, without in any way limiting their liability, secure, maintain and keep in full force and effect:
 - (i) General liability coverage of not less than \$5,000,000 per incident or occurrence, including the following:
 1. completed operations coverage;
 2. owner's protective coverage;
 3. contractual coverage;
 4. non-owned automobile coverage, in the event automobiles are used in fulfillment of the Community Organization's obligations pursuant to this Agreement;
 5. deductible amount of not greater than 1,000 per incident or occurrence; and
 6. being primary coverage pursuant to which the insurer is acting as first loss insurer against the risk covered and not excess to any other insurance available to the additional named insured.
 - (ii) Third party liability coverage of not less than \$5,000,000 on all motor vehicles used in the performance of the Agreement.
 - (iii) Such other insurance as may from time to time be reasonably requested by the other.
 - (c) All such policies shall be issued by an insurer licensed to carry on insurance business in the Province of Ontario.
- 13. **Provision of Certificate of Insurance.** Each party shall provide to the other a certificate of insurance providing full details of its insurance coverage from time to time as requested by the other.
- 14. **Notice of Claims.** In the event that a person is injured and/or events occur through or connected with the performance of a party's obligations under this Agreement, which could form the basis of a claim, the party shall forthwith deliver notice of the same to the other.
- 15. **Indemnity by Community Organization in Favour of the Health Unit.** The Community Organization shall indemnify and hold harmless the Health Unit, its directors, officers, employees, agents and heirs and assigns of the aforementioned persons or bodies, from and against all liabilities, losses, costs, sums, damages, expenses, obligations, demands, suits, claims, actions and other proceedings (including legal, accounting and other professional fees and charges), whether direct, indirect or consequential suffered or incurred by any one or more of them by reason of:
 - (a) any inaccuracy in any information given by the Community Organization or representation or warranty made by the Community Organization to the Health Unit;
 - (b) any negligent acts or omissions of the Community Organization or those for whom the Community Organization is responsible, including employees, other agents and subcontractors;

- (c) default, breach or violation of the terms of this Agreement by the Community Organization or those for whom the Community Organization is responsible, including employees, other agents and subcontractors; and/or
- (d) any early termination of the Agreement for cause.

For greater clarity, the foregoing indemnity obligations are not limited to third party losses and specifically include the first party losses of the Health Unit.

PRIVACY AND CONFIDENTIALITY

- 16. **Privacy and Access to Information Laws.** The Community Organization acknowledges that the collection, use and disclosure of information contemplated by this Agreement is subject to applicable privacy and access to information legislation, including MFIPPA and PHIPA.
- 17. **Consents to be Obtained by Community Organization.** The Community Organization shall, as part of its Client intake process or otherwise, obtain such consents in writing as may be legally required for the collection, use and disclosure of information, including personal health information, as contemplated by this Agreement.
- 18. **Confidentiality.** The Community Organization shall not make any communications to any third parties about the Health Unit and/or this Agreement, whether or not such communications involve confidential information such as in the case of a press release for example, without the prior written consent of the Health Unit.

MONITORING

- 19. **Monitoring.** During the currency of this Agreement and for seven years after the termination of this Agreement, the Health Unit or its authorized representatives, may conduct a financial or operational audit, investigation or other form of review of the Community Organization to confirm the Community Organization's fulfilment of its obligations under this Agreement, and for these purposes the Health Unit or its authorized representatives, may at all reasonable times during regular business hours, with or without notice:
 - (a) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Community Organization which relate to the obligations of the Community Organization under this Agreement; and
 - (b) inspect and copy non-financial records in the possession or under the control of the Community Organization which relate to the obligations of the Community Organization under this Agreement.

The Community Organization's obligations under this section shall survive any termination of this Agreement.

COMMUNICATIONS

- 20. **Communications.** Unless otherwise expressly provided, all notices, requests, demands or other communications required or permitted to be given by one party to the other shall be given in writing by personal delivery, by mailing the same by prepaid mail, or sent by facsimile or email as follows:

To the Health Unit:

If by personal delivery or prepaid mail to:

Windsor-Essex County Health Unit
1005 Ouellette Avenue
Windsor, ON, N9A 4J8
Attention: Ms. Theresa Marentett

If by facsimile or email to:

Facsimile: (519) 258-6003
Email: tmarentette@wechu.org

To the Community Organization:

If by personal delivery or prepaid mail, to the address and contact as set out on the first page of this Agreement.

If by facsimile or email, to the facsimile or email, as the case may be, as set out on the first page of this Agreement,

or at such other contact information as may be given by either of them to the other in writing as aforesaid from time to time, and such notices, requests, demands, acceptances and other communications shall be deemed to have been given and received as follows:

- (i) if made by personal delivery, when delivered;
- (ii) if sent by prepaid mail, on the fourth business day following the date of mailing;
- (iii) if transmitted by facsimile, twenty-four hours after the time of sending; or
- (iv) if transmitted by email, twenty-four hours after the time of sending.

In the event of disruption of normal postal service, notice may be made by delivery, facsimile or email only.

21. **Time for Response to Health Unit Communications.** The Community Organization shall respond to all Health Unit communications within twenty-four hours. Responses shall include such content as may reasonably be requested by the Health Unit.

TERM AND TERMINATION

22. **Term.** This Agreement shall be effective as of the date at the top of page 1 of this Agreement and shall continue indefinitely until terminated pursuant to the terms of this Agreement.

23. **Termination.** This Agreement may be terminated as follows:

(a) **By the Health Unit.** At the option of the Health Unit and without liability, damage, cost or further obligation to the Health Unit:

(i) **No Cause.** Upon giving thirty days notice to the Community Organization for any reason or no reason whatsoever.

(ii) **Cause.** Immediately upon giving notice to the Community Organization if:

1. **No Funding.** The Health Unit does not receive all or any part of the contemplated funding from the MOHLTC.
2. **Direction from MOHLTC.** The Health Unit is directed by the MOHLTC to terminate the Agreement.
3. **Material Default.** The Community Organization is in default of a material obligation under this Agreement. Material obligations shall include: the Community Organization undertakes its obligations in such a way as to risk or garner serious public criticism; the Community Organization fails to comply with applicable law and; the Community Organization fails to maintain the insurance required by this Agreement.
4. **Repeated Immaterial Default.** The Community Organization is in repeated default (three or more times) in the performance of any of its obligations (whether the same or different obligations) under this Agreement, which obligations are not alone considered material.
5. **Bankrupt or Insolvent.** The Community Organization becomes bankrupt, insolvent, or a receiving order is made against it.
6. **Ceases Business.** The Community Organization ceases to carry on business.
7. **Criminal Offence.** The Community Organization, a director or any key personnel of the Community Organization is/are convicted of a *Criminal Code* offence.

- (b) **By Community Organization.** At the option of the Community Organization and without liability, damage, cost or further obligation to the Community Organization upon giving thirty days notice to the Health Unit for any reason or no reason whatsoever.

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24. **Consequences of Termination.** In the event of termination:

- (a) **Community Organization to Facilitate Transition.** The Community Organization shall cooperate and do all things necessary to maintain safety, avoid disruption and to facilitate a smooth transition as directed by the Health Unit.
- (b) **Return Supplies.** The Community Organization shall return to the Health Unit all Supplies.
- (c) **Return Confidential Information.** The Community Organization shall return all confidential information in the Community Organization's possession.
- (d) **Indemnity Obligations.** The Community Organization shall fulfil all indemnity obligations as may be applicable.
- (e) **Survival.** Notwithstanding any other provision, any provisions under this Agreement which by their terms or nature survive termination, shall survive the expiry or other termination of this Agreement and continue in full force and effect.

EXECUTION OF AGREEMENT

- 25. **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 27. **Electronic Signatures.** Counterparts may be executed either in original, faxed or scanned form and the parties adopt any signatures received by a facsimile or scan as original signatures of the parties.

SIGNED, SEALED AND DELIVERED
in the presence of

)
) **BOARD OF HEALTH OF THE WINDSOR-ESSEX**
) **COUNTY HEALTH UNIT**
)

) Per: _____
) Signature↑
) Name→
) Office→

) Per: _____
) Signature↑
) Name→
) Office→

) IWe have authority to bind the Corporation.
)

) **Corporation of the County of Essex (Essex**
) **Windsor EMS)**
)

) Per: _____
) Signature↑
) Name→ Gary McNamara
) Office→ Warden

) Per: _____
) Signature↑
) Name→ Mary Birch
) Office→ Clerk

) IWe have authority to bind the Corporation.
)

SCHEDULE A: HEALTH UNIT OBLIGATIONS

The Health Unit shall undertake the following obligations in accordance with and subject to this Agreement:

1. **Consultation.** Provide consultation to community organizations that meet the requirements of the MOHLTC Harm Reduction Program Enhancement Program.
2. **Train the Trainer.** Train staff identified by the community organization that will provide training to their clients to distribute naloxone and naloxone kits. Training will also be provided to staff to train new staff to the organization.
3. **Naloxone Training Guide.** The staff of the organization will receive a naloxone distribution training guide to assist them in their learning needs and to provide a consistent model of training to their clients. The guide may be updated from time to time and the organization will receive the updates.
4. **Policies and Procedures.** The Health Unit will assist the organization if needed in the review of the organization's policy and procedures for the distribution of naloxone and naloxone kits to their client's.
5. **Ordering Naloxone.** The Health Unit will order naloxone and naloxone kits for the community organization on a quarterly basis from the online order form submission. If the organization requires an emergency supply of naloxone and/or naloxone kits, the health unit will request the naloxone from the MOHLTC on behalf of the organization.

SCHEDULE B: COMMUNITY ORGANIZATION OBLIGATIONS

The Community Organization shall undertake the following obligations in accordance with and subject to this Agreement:

1. **Train the Trainer.** Make available from time to time as reasonably requested by the Health Unit, at least one designated personnel to receive, “train the trainer” training from the Health Unit.
2. **Train Others.** Ensure those who receive “train the trainer” training, in turn provide proper training to the other involved Community Organization personnel.
3. **Ensure Appropriate Policy and Procedure Framework.** Ensure that a proper policy and procedure framework is established and enforced for the proper administration and distribution of Naloxone and Naloxone Kits as contemplated by this Agreement.
4. **Naloxone Distribution Site.** Facilitate and cooperate from time to time as requested by the Health Unit and/or the MOHLTC in the identification of the Community Organization as a Naloxone distribution site, through websites, social media and such other media as may be employed by the Health Unit and/or MOHLTC for such purpose.
5. **Estimate Naloxone Kit Needs.** In a timely manner, provide to the Health Unit estimates from time to time, as to the number of Naloxone Kits anticipated to be needed by the Community Organization.
6. **Order Naloxone and Naloxone Kits.** In a timely manner, order needed Naloxone and Naloxone Kits from time to time, using the online ordering form at <https://www.wechu.org/professionals/naloxone-program-community-partners> or through such other means as the Health Unit may from time to time reasonably direct.
7. **Receive Delivery of Naloxone Kits.** Receive from time to time delivery of Naloxone and Naloxone Kits from the Health Unit, as reasonably directed by the Health Unit.
8. **Store Naloxone Kits.** Safely store Naloxone and Naloxone Kits received by the Community Organization in a secure area and accurately track inventory.
9. **Distribute Naloxone and Naloxone Kits.** Distribute Naloxone and Naloxone Kits to Clients.
10. **Administer Naloxone.** Administer Naloxone to Clients, if needed.
11. **Support Clients.** Appropriately support and follow-up with those Clients who receive Naloxone Kits or who are administered Naloxone.
12. **Keep Records.** The Community Organization shall keep written records of:
 - (a) **Legal Compliance.** Any and all legal compliance activities that arise in connection with its obligations.
 - (b) **Personnel Experience and Qualifications.** Details of the experience, qualifications and training of personnel involved in fulfillment of the Community Organization’s obligations pursuant to this Agreement.

- (c) **Schedule C.** The information contemplated by Schedule C.
 - (d) **Other.** Such other records as may be reasonably requested from time to time by the Health Unit.
- 13. **Maintain Records.** All records required to be kept by the Community Organization shall be maintained by the Community Organization and not disposed of during the currency of this Agreement and for at least seven years after any expiry or other termination of this Agreement.
- 14. **Reporting.** Undertake reporting as follows:
 - (a) **Schedule C.** Undertake reporting as contemplated by Schedule C within the time frames contemplated by Schedule C.
 - (b) **Safety Issues.** If any safety-related factor, hazard or condition becomes evident to the Community Organization that has not been previously identified and managed, forthwith notify the Health Unit.
 - (c) **Other.** Undertake such other reporting as reasonably directed by the Health Unit.
- 15. **Other.** Undertake such other obligations as may from time to time be contemplated for community organizations pursuant to the Harm Reduction Program Enhancement, as the same may be changed from time to time by the MOHLTC.

SCHEDULE C: REPORT

Reporting form website: <https://www.wechu.org/professionals/community-partner-resources> - password is **community**.

Ontario Naloxone Program

Quarterly Reporting Form

Org. Name:		Quarter:	
Contact:		Email:	
		Tel:	

Key outcomes for the quarter

Outcome	Number	
Number of individuals trained to administer naloxone (clients, friends, and/or, family)		
Number of naloxone kits distributed to individuals (clients, friends, and/or family)		
Number of individuals who reported administering naloxone, including how many doses were given per overdose	# of Individuals	Dose (s)
		1
		2
		3
		4
		5
Number of individuals who received refills, including number of sprays provided at each refill.	# of Individuals	Dose (s)
		1
		2
		3
		4
		5
Number of times that 911 was called when naloxone was administered		

Please provide any additional information that you feel is pertinent for the ministry to know about, including

- 1) **information about drug trends in your community;**
- 2) **a need for naloxone in your community that is not being filled;**
- 3) **successes and challenges of your naloxone distribution program.**

Due Dates

Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)
July 7	October 7	January 7	April 7