



*The Corporation of the Municipality of Wawa
Staff Report*

*Assistant Director – Protective Services
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Subject

The Ministry of Community Safety and Correctional Services expansion of the Ontario Naloxone Program to fire services.

Summary of the Recommendation

Wawa Fire Department carries Naloxone kits on fire apparatus vehicles.

Summary of the Issues

Fire personnel and public are at risk to the significant opioid crisis occurring across Canada.

List of Stakeholders

Wawa Volunteer Fire Department
Council of Municipality of Wawa
Citizens of Municipality of Wawa
Visitors of Municipality of Wawa

Purpose of Report

To inform Mayor and Council of the Ministry of Community Safety and Correctional Services expansion of the Ontario Naloxone Program to fire services and the participation of the Wawa Fire Department.

Respectfully Submitted By:

A handwritten signature in black ink, appearing to read "Kevin Sabourin".

Prepared By:

**Kevin Sabourin
Assistant Director Protective Services**

Analysis

New data shows that opioid-related deaths continue to increase in Canada. There is a significant opioid crisis occurring across Canada, in the province of Ontario and within our own community which Ontario's Health Minister has called a growing public health emergency. This crisis is potentially putting members of our Fire Department at risk with the increasing potential of opioid exposure each and every time fire fighters respond to incidents. While responding to highway incidents we may come across a member of the public having an opioid overdose. Due to responding distances on the highway, the Fire Department may be the only emergency service on scene when an opioid overdose occurs. Naloxone is an anti-opioid drug that can temporarily reverse an opioid overdose. Recently the Provincial Government has announced an expansion of the Ontario Naloxone Program to fire services. This expansion is available to all fulltime, composite and volunteer departments.

There has been consultation with Risk Management (Legal) about the use of naloxone as a public health and community safety measure.

There has been consultation with our insurer about coverage under our policy. Their response was *"There would be no policy exclusion for this. It becomes more of a risk management concern, but it appears they have this in order"*.

Algoma Public Health Unit will be the contact for the Wawa Fire Department and Ontario Naloxone Program including documentation, training and the replenishment of Naloxone Kits.

Financial/Staffing Implications

There are no additional expenditures to the Municipality with the Wawa Fire Department participating in the Ontario Naloxone Program.

There are no staffing level increases to the Municipality with the Wawa Fire Department participating in the Ontario Naloxone Program.

Policies Affecting Proposal

There are no policies affecting proposal.

Alternatives

Wawa Fire Department does not participate in the Ontario Naloxone Program. **NOT Recommended.**

Wawa Fire Department participates in the Ontario Naloxone Program and only administers the drug to fire fighters in case of accidental opioid exposure. **NOT Recommended.**

Wawa Fire Department participates in the Ontario Naloxone Program and administers the drug to both the public and fire fighters. **Recommended.**

Conclusion

The approval of the recommendation would allow Wawa Fire Department to carry Naloxone Kits in emergency apparatus vehicles and fire fighters to administer Naloxone to personal in case of accidental opioid exposure or to a member of the public with an opioid overdose.

Public safety is of paramount importance to the Ontario Fire Service. Equipping fire fighters with Naloxone Kits gives us one more tool to use in potentially saving someone's life during an emergency situation.

Recommendation

It is recommended that Council approve the recommendation for the Wawa Fire Department to participate in the Ontario Naloxone Program and carry Naloxone Kits in emergency apparatus vehicles.

Attachments

Attachment 1: Naloxone Service Agreement for Police and Fire.

Naloxone Service Agreement for Police and Fire

Between:

The Board of Health for the District of Algoma Health Unit
(Hereinafter referred to as the “Health Unit”)

-and-

(Hereinafter referred to as the “Agency”)

WHEREAS the District of Algoma Health Unit 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 the Health Unit to deliver the Services.

NOW THEREFORE in consideration of the mutual covenants and other terms and condition 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 anyone suspected of experiencing an opioid related overdose.
- b) Ensure Agency staff who participate in delivering the Services receive appropriate training, including, but not limited to: 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 staff 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 at naloxone@algomapublichealth.com
 - The Agency will document Naloxone administration on a standardized form.

2. Health Unit 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 the Health Unit's possession for use by 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 "OHSA").
- 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 in place occupational health and safety policies 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:
 - i. A critical injury that arises out of Services that is the subject of this Agreement;
 - ii. 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;
 - iii. 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 related to naloxone services. If the services are suspended, the Health Unit will work with the Agency to assess and mitigate risk as well as suggest strategies to meet health and safety concerns.

4. Indemnification

The Agency will, from time to time, and at all times hereafter, well and truly save, keep harmless, defend and fully indemnify APH, and its employees and agents, (the "Indemnitees") from and against all actions, claims and demands whatsoever which may be brought against or made upon the Indemnitees, or any of them, of, from and against any and all losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) which the Indemnitees, or any of them, may sustain, suffer or be put to resulting from or arising from the Services done by it, or by reason of, or on account of, or resulting from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Agency, its agents,

employees or subcontractors or any of them, including the breach of any confidentiality obligation under this agreement.

5. Insurance

The Agency agrees to purchase and maintain in force, at its own expense, or shall cause to be maintained and kept, for the duration of the Services, the following policies of insurance, which policy shall be in a form and with an insurer acceptable to APH. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to APH prior to the commencement of Services:

- a) Commercial General Liability provided that the policy:
 - i. is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - ii. adds Algoma Public Health as an additional insured;
 - iii. includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability; and any other provision relevant to the Services; and
 - iv. includes a clause which will provide APH with thirty (30) days' prior written notice of cancellation or material change in coverage.

- b) Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) for all owned or leased licensed motorized vehicles used in the performance of Services.

6. Worker's Compensation Insurance

The Agency warrants that it has and will maintain for the Term of this Agreement worker's compensation insurance through the Workplace Safety and Insurance Board ("WSIB") for the Agency employees. 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.

7. Confidential Information

During the term of 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 the term of 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 the Health Unit.

8. Termination of Agreement

The Health Unit or the Agency may terminate the Agreement at any time upon giving 30 days' notice.

The Health Unit 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 the Health Unit
- c) Failure to respond to requests from the Health Unit for such information related to the use and administration of naloxone by the Agency, as is needed to comply with reporting requirements set by the Ministry of Health and Long-Term Care
- d) For any breach of this agreement by the Agency

If the Agreement is terminated, the Health Unit will:

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

9. 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.

10. 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 be 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.

11. 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 the Health Unit.

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

THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA HEALTH UNIT

Per: (Date) _____

Name: _____

Title: _____

AGENCY

Per: (Date) _____

Name: _____

Title: _____