



## **OPIOID OVERDOSE TRAINING AND NALOXONE DISTRIBUTION AGREEMENT BETWEEN:**

### **BOARD OF HEALTH FOR THE HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT**

(Herein referred to as "HKPRDHU")

and

### **The Corporation of the City of Kawartha Lakes**

(Hereinafter referred to as "KLPS" or "City of Kawartha Lakes-Paramedic Service")

referred to as "The Parties"

#### **ARTICLE 1.0 Purpose**

- 1.1 Whereas, HKPRDHU will act as Naloxone distribution lead for **City of Kawartha Lakes-Paramedic Service** in order to increase dissemination of Naloxone kits/refills for use to priority populations by agencies where individuals are already receiving services.

HKPRDHU will ensure access to opioid overdose (OOD) prevention delivery models, which shall include:

- Provision of Naloxone for distribution; and
- Support to **City of Kawartha Lakes-Paramedic Service** throughout the duration of the Agreement.

Whereas **City of Kawartha Lakes-Paramedic Service** will meet the requirements to receive and use Naloxone by:

- Developing and/or adopting program-related policies and procedures re: Naloxone storage, handling, use and management; and
- Providing training and education for staff who will have access to Naloxone with support of HKPRDHU; and
- Demonstrating staffing capacity to manage:
  - Naloxone distribution;
  - Training with clients;
  - Quality assurance with inventory management; and
  - Monthly reporting into NEO database.\*

#### **ARTICLE 2.0 Term of the Agreement**

- 2.1 The term of the Agreement will be for the remainder of the calendar year in which it is signed, and then renewed annually by April 1 and effective for the following 12 months. In the event that the agreement is signed after September 1, the agreement will be renewed in the April following a 12-month period.
- 2.2 The Agreement may be terminated with mutual agreement or by either of The Parties, without advance notice upon breach of any of the terms and conditions, as outlined in this document.
- 2.3 The Agreement will be reviewed on an annual basis by The Parties.
- 2.4 The Agreement may be terminated without a breach with thirty (30) days' notice by either of The Parties.
- 2.5 Upon termination of the Agreement, all HKPRDHU equipment, supplies and data will be returned to HKPRDHU.
- 2.6 Without notice, or a breach, as described above, the Agreement will automatically renew annually for the next calendar year, subject only to budgets approved by the

Ministry of Health (MOH) and to agreed-upon revisions made by The Parties during the annual review.

### **ARTICLE 3.0 Responsibilities**

- 3.1 HKPRDHU, or its' designate, will provide the following to **City of Kawartha Lakes-Paramedic Service** to support the Naloxone distribution program:
- Naloxone kits/refills;
  - Ensure proper storage and handling of Naloxone during and after transportation as outlined in the current product monograph;
  - Communication regarding inventory or reporting needs;
  - Administrative support – for issues with data entry into the NEO database;
  - Consultation to support implementation of a Naloxone Program.
- 3.2 **City of Kawartha Lakes-Paramedic Service** will provide/ensure:
- Proper storage and handling of Naloxone during and after transportation as outlined in the current product monograph;
  - Storage of Naloxone kits/refills in a designated locked location within **City of Kawartha Lakes-Paramedic Service**;
  - Training of eligible **City of Kawartha Lakes-Paramedic Service** clients on preventing, recognizing, and responding to opioid overdose;
  - Distribution of Naloxone directly to clients after training;
  - Documentation of training and distribution is entered into the NEO database within one work week. Use of office computers and software for data collection and reports as required;
  - Dedicated staff person(s) who will collect, collate and submit data as required by HKPRDHU and MOH; and
  - Data collected securely stored, at all times, to maintain confidentiality, and in accordance with PHIPA and **City of Kawartha Lakes-Paramedic Service** record retention guidelines.

### **ARTICLE 4.0 Communications**

- 4.1 The Substances and Harm Reduction Coordinator will be the main contact for issues regarding training, data reporting and entry into NEO. HKPRDHU will contact **City of Kawartha Lakes-Paramedic Service** on an annual basis to assess training needs.

### **ARTICLE 5.0 Decision-Making Process**

- 5.1 Major decisions about the direction of the Naloxone distribution program will be made by consensus of The Parties.
- 5.2 Decisions to amend or terminate the Agreement may only be made by the Management of The Parties.

### **ARTICLE 6.0 Concern Resolution**

- 6.1 The Parties shall attempt to resolve any challenges or misunderstandings through a neutral conflict resolution process that acknowledges that conflicts are inevitable and may produce benefits and positive results when managed effectively and respectfully.
- 6.2 It is the right and the responsibility of individuals involved to attempt to resolve challenges in an effective and respectful manner. All Parties involved in the resolution process should encourage open communication.

### **ARTICLE 7.0 Human Resources Contribution and Responsibilities**

- 7.1 HKPRDHU will provide administrative support to **City of Kawartha Lakes-Paramedic Service** for issues related to data entry into the NEO database.
- 7.2 **City of Kawartha Lakes-Paramedic Service** will provide dedicated staff to be trained in Naloxone distribution to clients.
- 7.3 **City of Kawartha Lakes-Paramedic Service** will provide dedicated staff who will collect, collate and submit data into the NEO database, as required by HKPRDHU and MOH.
- 7.4 **City of Kawartha Lakes-Paramedic Service** will ensure data entry is completed by the end of each work week.

- 7.5 Program staff who provide program services will be subject to the employment policies of their respective agency.

#### **ARTICLE 8.0 Confidentiality**

- 8.1 Client confidentiality will be maintained in accordance with the *Personal Health Information Protection Act* (PHIPA), the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), all other relevant legislative authority, the policies and professional standards of **City of Kawartha Lakes-Paramedic Service** And Regulatory Colleges, if applicable.
- 8.2 The personal and personal health information of all clients must be stored securely to maintain confidentiality at all times.

#### **ARTICLE 9.0 Insurance**

- 9.1 Both Parties shall, without in any way limiting their liability, secure, maintain and keep in full force effect: Comprehensive General Liability Insurance including non-owned auto 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 at law, in carrying out its obligation under the 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 the Agreement or any extension thereof. Such policies shall provide that the insurance is cancelable only upon thirty (30) days prior written notice to the other Party. Both Parties shall provide to the other, evidence of such insurance policies, in the form of original documents, with the other listed as an additional insured upon execution of the Agreement.
- 9.2 Notwithstanding the foregoing, **City of Kawartha Lakes-Paramedic Service**, at its own cost and expense, shall be responsible for ensuring such equipment necessary for the provision of the program and will insure against loss or damage while such equipment is in its possession.

#### **ARTICLE 10.0 Indemnification**

- 10.1 **City of Kawartha Lakes-Paramedic Service** agrees to defend, indemnify and save HKPRDHU harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of **City of Kawartha Lakes-Paramedic Service**, its servants, agents or employees related to or arising out of programs or other matters to which this Agreement pertains, together with all legal expenses and costs incurred by HKPRDHU in defending any legal action pertaining to the above.
- 10.2 HKPRDHU agrees to defend, indemnify and save **City of Kawartha Lakes-Paramedic Service** harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of HKPRDHU, its servants, agents, or employees related to or arising out of programs or other matters to which this Agreement pertains, together with all legal expenses and costs incurred by **City of Kawartha Lakes-Paramedic Service** in defending any legal action pertaining to the above.

#### **ARTICLE 11.0 Reporting**

- 11.1 HKPRDHU will be responsible for submitting quarterly reports to the MOH.
- 11.2 **City of Kawartha Lakes-Paramedic Service** is responsible for accurate reporting of Naloxone distributed into the NEO database within one work week.

#### **ARTICLE 12.0 Monitoring & Evaluation**

- 12.1 In addition to any required data reporting, **City of Kawartha Lakes-Paramedic Service** may be requested to participate in a formal process and outcome evaluation conducted by HKPRDHU employees (Epidemiology and Evaluation).

**ARTICLE 13.0 Enurement/Succession**

13.1 The Agreement is binding upon The Parties hereto and their respective successors and permitted assigns until the termination date, as agreed upon in **ARTICLE 2**.

**ARTICLE 14.0 Conflict of Interest**

14.1 Conflict of interest is defined as any personal or institutional benefit that goes beyond the mutual benefit that derives from the Agreement. Any such benefit must be declared and discussed in full, with each of The Parties to the Agreement.

**ARTICLE 15.0 Amendments to the Agreement**

15.1 Amendments to the Agreement may be made by written agreement of The Parties.

**ARTICLE 16.0 Notice**

16.1 Wherever in the Agreement it shall be required or permitted that notice be given or served by any Party to or on any other Party, the notice shall be in writing and shall be delivered personally to the Party to whom it is given or sent by prepaid, registered mail, by courier, by fax, or by email, addressed as follows:

**Contact for City of Kawartha Lakes- Paramedic Service:**  
4 Victoria Ave. North  
Lindsay, ON, K9V 0K6  
Email: jgolden@kawarthalakes.ca  
Attention: Jamie Golden  
Deputy Chief, Professional Standards

**Contact for HKPRDHU:**  
200 Rose Glen Road  
Port Hope ON L1A 3V6  
Email: mvrooman@hkpr.on.ca  
Attention: Matthew Vrooman  
Mathew Vrooman  
Director, Corporate Services

16.2 Each such notice shall be deemed given on the date of delivery in the case of delivery, two (2) days after mailing in the case of mail, and one (1) day after the time of transmission in the case of email.

16.3 The Parties may change their designated address by written notice as provided under this ARTICLE.

**ARTICLE 17.0 Entire Agreement**

17.1 The Agreement, including any Appendices, attached hereof as the date of signing or appended and attached in the future, constitute the full agreement between The Parties, in its entirety, replacing any previous understandings, verbal covenants or prior written agreements.

17.2 Nothing in the Agreement shall be construed to authorize or permit any violation of any policies or legislation that govern the operation of not for profit/volunteer organizations or Boards of Health.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

For HKPRDHU:

Dr. Natalie Bocking

\_\_\_\_\_  
First and Last Name (Please Print)

Medical Officer of Health & CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

I have the authority to bind the organization

For the Corporation of the City of Kawartha Lakes:

Doug Elmslie

\_\_\_\_\_  
First and Last Name (Please Print)

Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

I have the authority to bind the organization

For the Corporation of the City of Kawartha  
Lakes:

Sarah O'Connell

---

First and Last Name (Please Print)

Deputy Clerk

---

Title

---

Signature

I have the authority to bind the organization

---

# NALOXONE ORDER

**\*\*\*PLEASE FILL OUT THE FORM COMPLETELY\*\*\***

Date of Request	
Contact Person	
Agency Name & Address:	
Name of Person and Phone number - Picking Up Order <b>*(Please bring Photo ID)</b>	
Total Number of Naloxone Kits Requested	
Total Number of Replacement Naloxone Sprays Requested	
<b>FOR HKPR STAFF USE ONLY</b>	
Date and Signature of Person Picking up Naloxone Order	
ID Checked	___ YES ___ NO
Confirm - Lot #	
Confirm - Expiry Date	
Confirm Inventory Tracker Up- dated	Add to Inventory ___ Transfer From ___ Transfer To ___

**Email:** [harmreduction@hkpr.on.ca](mailto:harmreduction@hkpr.on.ca)

