

**The Corporation of the Township of Douro-Dummer**

**By-law Number 2018-24**

**Being a By-law to authorize the execution of an Agreement for  
NARCAN® NASALSPRAY (Naloxone Kits)  
with  
Peterborough Public Health**

**Whereas** The Corporation of the Township of Douro-Dummer deems it expedient and necessary to enter into an Agreement for NARCAN® NASALSPRAY (Naloxone Kits) with Peterborough Public Health;

**Now Therefore** the Council of The Corporation of the Township of Douro-Dummer enacts as follows:

1. That The Corporation of the Township of Douro-Dummer enter into that certain Agreement for NARCAN® NASALSPRAY (Naloxone Kits)t in writing attached **hereto as Appendix 'A' and forming** part of this by-law, between The Corporation of the Township of Douro-Dummer, and Peterborough Public Health; upon and subject to the terms and conditions therein stated.
2. That the Mayor and the Clerk be hereby authorized to execute such Agreement and affix the Corporate Seal thereto.

Passed in Open Council this 17th day of April, 2018.

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Mayor, J. Murray Jones

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Clerk, Crystal McMillan

THIS AGREEMENT made between:

PETERBOROUGH PUBLIC HEALTH

hereinafter collectively called "Public Health"

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF DOURO-DUMMER

hereinafter called the "Municipality"

OF THE SECOND PART

**AGREEMENT FOR NARCAN® NASALSPRAY (NALOXONE KITS)**

WHEREAS the Municipality wishes to secure a supply of NARCAN® Nasal Spray ("Narcan"), in the form of "Naloxone Kits" for its Fire Department via the Ontario Naloxone Program (ONP);

AND WHEREAS Public Health is eligible to order Naloxone Kits through the ONP for eligible community organizations and has entered into an agreement with the Ministry of Health and Long Term Care (MOHLTC) for that purpose;

AND WHEREAS Public Health has agreed to provide Naloxone Kits to the Municipality pursuant to the terms and conditions of this agreement and in accordance with the requirements listed in the memo issued to Medical Officers of Health and Chief Executive Officers by the MOHLTC, dated January 24, 2018 and signed by Assistant Deputy Minister Roselle Martino;

AND WHEREAS pursuant to the federal *Food and Drugs Act*, Narcan, as a product that contains naloxone hydrochloride, is exempt from the Prescription Drug List when indicated for emergency use for opioid overdose outside hospital settings.

NOW THEREFORE BE IT RESOLVED that the parties agree to the following:

1. The Municipality acknowledges that its use of Naloxone Kits supplied by Public Health is entirely at its own risk. The Municipality acknowledges that Public Health is not responsible for any unauthorized use of the Naloxone Kits by the Municipality, its employees, agents etc.
2. The Municipality acknowledges and agrees that it will not re-distribute or supply any Naloxone Kits supplied hereunder to any other body or person.
3. The Municipality agrees to comply with the terms and conditions as it relates to the use and administration of Naloxone Kits as specified in all applicable federal and provincial laws.
4. The Municipality agrees to adopt policies and procedures concerning how Naloxone Kits will be carried, stored, deployed and administered and ensure they are adhered to.
5. The Municipality agrees to ensure training is provided to persons who will be authorized to administer Naloxone Kits. The Municipality agrees, that at a minimum, such training shall include the following:
  - a. Background information about Opioids and overdose;
  - b. Signs and symptoms of an opioid overdose;
  - c. The necessary steps to respond to an opioid overdose, including the proper and effective administration of Naloxone;
  - d. Any relevant health and safety practices; and
  - e. Data collection and documentation practices.
6. The Municipality agrees to follow all MOHLTC written instructions relating, as the case may be, to the proper use and administration of Naloxone Kits and to the duties specified as the responsibility of the Municipality by the MOHLTC for participation in the ONP program.
7. The Municipality agrees to immediately return any Naloxone Kits in its possession, custody or control, at the written request of Public Health at their own cost or expense.
8. The Municipality agrees to indemnify and hold harmless Public Health from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred bought or prosecuted, in any way arising out of or in connection with the distribution or administration of Naloxone, unless caused or contributed to by the negligence or willful misconduct of Public Health.
9. The Municipality acknowledges that Public Health does not guarantee a continuing supply of Naloxone Kits, nor that Naloxone Kits will be provided to

the Municipality within any specified time period or that it will be available at all times.

10. The Municipality's Fire Chief or Designate, will submit an initial order for Naloxone Kits using the designated form attached and forming Appendix A hereto. All subsequent requests for the supply of Naloxone Kits do not require submission of the prescribed form and, instead, may be in the form of a written request of the Chief of the Douro-Dummer Fire Department, wherein the number of Naloxone Kits is clearly set out. Such written requests shall be delivered to the designated Public Health representative. Public Health will arrange for the submission of received orders to the ONP and notify the Municipality when the supply arrives on site. Arrangements will be made between the parties for efficient and timely delivery of Naloxone Kits, and any costs incurred by Public Health will be the responsibility of the municipality unless otherwise negotiated.

The Municipality shall be responsible for maintaining an adequate inventory of Naloxone Kits in response to its assessment of the local needs and requirements.

11. The Municipality will complete and submit to Public Health, the ONP Quarterly Reporting Form in the attached hereto as Appendix B, subject to the Municipal Freedom of Information and Protection of Privacy Act.
12. This agreement may be terminated upon the giving of 15 days written notice of a breach of any of the terms and conditions by the Municipality. Amendments to this agreement shall be made in writing.

*IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:*

By Peterborough Public Health on the \_\_\_\_day of April, 2018.

**PETERBOROUGH PUBLIC HEALTH**

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

Name: Larry Stinson

Title: Director of Corporate Services

I have authority to bind Public Health

By the Corporation of the Township of Douro-Dummer on the \_\_ day of April, 2018.

**THE CORPORATION OF THE  
TOWNSHIP OF DOURO-DUMMER**

Per: \_\_\_\_\_ c/s  
Mayor, J. Murray Jones

Per: \_\_\_\_\_ c/s  
Clerk, Crystal McMillan

I/We have authority to bind the Municipality

**Appendix A – Initial Order Form**

**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>	
<b>Eligible</b> <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>	<b>Ineligible</b> <ul style="list-style-type: none"><li>• RCMP</li><li>• Special Constables, Auxiliaries, Civilians</li></ul>
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.	
<b>Fire Services</b>	
<b>Eligible</b> <ul style="list-style-type: none"><li>• Municipal fire services</li><li>• First Nations fire services</li><li>• Northern Fire Protection Program</li></ul>	<b>Ineligible</b>
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.	

1.	Name of police or fire service:

2.	Address (including postal code) of police or fire service:

3.	Name and contact information (phone number and e-mail) of organizational lead for naloxone distribution:

4.	Size of police or fire service (# of police officers or # of fire vehicles):

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:

By confirming the statements below, the \_\_\_\_\_  
 police/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, handling and storage protocols in place to properly use and store naloxone.

Print Name:

Print Position:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

our reporting form may be submitted electronically (preferred) to:  
[dvandenbroek@peterboroughpublichealth.ca](mailto:dvandenbroek@peterboroughpublichealth.ca)

Should you not be able to submit electronically, you may submit via fax at:  
 705-743-2897 Attention to Deanna VandenBroek

Appendix B – ONP Quarterly Reporting Form (refer to Section 12)

<b>Ministry of Health and Long-Term Care</b> <b>Ontario Naloxone Program</b>				
<b>Police and Fire Services</b> <b>Quarterly Reporting Form to Peterborough Public Health</b>				
<b>Org. Name:</b>		<b>Quarter:</b> (see below)		
<b>Contact:</b>	<b>Email:</b>	<b>Tel:</b>		
<b>Key outcomes for the quarter:</b>				
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. E.g.: 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses			Individual(s)	Dose(s)
			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. E.g.: 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses			Individual(s)	Dose(s)
			10	1
			8	2
Number of times paramedics came to the scene when a member of your organization administered naloxone.				
<b>Please provide any additional information you feel is pertinent to Peterborough Public Health and Ministry of Health and Long-Term Care, including information about drug trends in your community:</b>				
Due Dates				
<i>Q1 (April – June)</i>	<i>Q2 (July – September)</i>	<i>Q3 (October – December)</i>	<i>Q4 (January – March)</i>	
<b>July 10</b>	<b>October 10</b>	<b>January 10</b>	<b>April 10</b>	
Your reporting form may be submitted <u>electronically</u> (preferred) to: <a href="mailto:dvandenbroek@peterboroughpublichealth.ca">dvandenbroek@peterboroughpublichealth.ca</a> Should you not be able to submit electronically, you may submit via fax at: 705-743-2897				