

Ontario Provincial Stockpile Equipment Allocation Sign-Back Agreement for Host Hospital

This is an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Health (Ministry) and the Host Hospital named below receiving the Equipment directly from the Province’s stockpile.

This Agreement (including the Equipment Loan General Usage Criteria and Terms, and any Equipment schedules) must be completed and signed by an individual with signing authority for each Host Hospital site receiving Equipment from the Province.

In consideration of the parties’ respective agreements below, on behalf of the Host Hospital, I acknowledge and agree that our organization will receive and use the following Equipment from the Province according to the terms below.

Legal Name of Host Hospital Corporation (Host Hospital):

Host Hospital Site Name:

Contact Number:

Email:

Description of Equipment Provided to Host Hospital Site (including supporting Equipment)	Asset Tag Number(s)	Serial Number
Fisher & Paykel Airvo-2		
TOTAL		

On behalf of the Host Hospital named above, I have authority to sign below and agree that this Equipment will be utilized in accordance with and subject to the criteria and terms outlined in this Agreement. This allocation will be subject to audit, report back and reconciliation.

Name/Title:

Signature:

Email/Phone Contact:

Date:

Please ensure this form is completed and returned to the following:
 1. CritiCall by email: Vent_Distribution@criticall.org
 2. CCSO via email: vents@ccso.ca
 3. Ministry of Health via email: EOCLogistics.moh@ontario.ca; emergencymanagement.moh@ontario.ca;

Provincial Stockpile Equipment Loan General Usage Criteria and Terms

1. In these criteria and terms:
 - “Critical Care Clinical Leader” means the individual designated as such by the Ministry and the LHIN or Ontario Health from time to time.
 - “Equipment” means any equipment or supporting equipment loaned to the Host Hospital from the Province through coordination from the Province as more particularly described herein and in any Equipment schedule attached to and forming part of this Agreement.
 - “Host Hospital” means the hospital named above, that is subject to these criteria and terms;
 - “LHIN” means the relevant local health integration network established or continued under the *Local Health System Integration Act, 2006*.
 - “Province” or “Province or its authorized representatives” means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health or any person or entity designated by the Ministry.
 - “Requesting Hospital” means an Ontario hospital requesting to loan certain Equipment from the Province’s stockpile through the Host Hospital, and who has signed the necessary agreement with the Province.

2. The Host Hospital agrees that it will receive, use, loan to Requesting Hospitals and return the Equipment on the terms and conditions stated herein and in compliance with all applicable laws, including as contained in any Equipment schedule attached to and forming part of this Agreement. The Parties can add or amend an Equipment schedule from time to time as required by written agreement. Despite anything to the contrary, any conflict or inconsistency between the interpretation of the body of this Agreement and an Equipment schedule shall be resolved by giving priority to the interpretation of an Equipment schedule.

3. Equipment loaned from the Province may come with the associated consumables and accessories upon deployment as may be described in the Equipment schedule. The Equipment is being loaned: in proper operating condition, with associated consumables for initial operation based on available stock, and ready for testing and use for the provision of care to patients. Host Hospital agrees to conduct all necessary clinical checks prior to clinical use or to providing to a Requesting Hospital. The Province will notify the Host Hospital if it receives any notices concerning end-of-life or recalls provided by the manufacturer.

4. All Equipment is provided on an “AS IS” basis. Except as may otherwise be provided in an Equipment schedule, the Province makes no representations and warranties, express or implied, regarding the Equipment, including any implied warranties of merchantability or fitness for a particular purpose, and disclaim all liability with respect to the Host Hospital’s use or subsequent loan of the Equipment to a Receiving Hospital, including with respect to any results obtained using the Equipment. The Host Hospital acknowledges that no ownership interest in the Equipment exists or shall arise under this Agreement.

5. The Host Hospital will also notify the Province (i) when the Equipment is/are received and if it/they are not operating properly according to manufacturer specifications and equipment defined user tests and self-checks, (ii) of any incidents that damage the Equipment or put the health and safety of users/patients at risk, and (iii) if the Equipment are moved to different sites. The Host Hospital will ensure that the Equipment receives appropriate storage, that additional accessories/consumables are procured as required, and that it conducts preventative maintenance with records that are provided back to the Province (including parts used, calibrations, hours of operation etc.) as may be further set out in Equipment schedules. The Host Hospital is responsible for all costs related to preventative maintenance requirements for all Equipment while the Equipment is in its possession or control.

6. Each unit of Equipment will have a Province asset tag and serial number attached which will be utilized as a means of identifying the Equipment as part of the Provincial Stockpile. The Host Hospital shall ensure

that the asset tag is not removed or defaced and shall promptly notify the Province if the assets tag is detached or otherwise modified in any way.

7. The Equipment shall at all times remain the property of the Province, and despite anything to the contrary in these criteria and terms, shall be returned to the Province, upon request of the Province. The Host Hospital may not lend, pledge, sell or otherwise dispose of the Equipment except as permitted herein or otherwise in writing by the Province or authorized representative. The loaning of the Equipment to the Host Hospital does not in any way signify an intention to renounce or abandon title to the Equipment by the Province.
8. The Province has the right to recall the Equipment. If the Province requests that the Host Hospital return or redeploy the Equipment, or if the Host Hospital determines that it no longer requires the Equipment, the Host Hospital shall return the Equipment to a place and in a manner that is satisfactory to the Province. If the Host Hospital is sending the Equipment to a Requesting Hospital as requested by the Province, the Host Hospital shall send the Equipment along with re-usable equipment components in the same condition in which it was received; reasonable wear and tear excepted and adequate consumables for immediate use by the Requesting Hospital. Please note that requests by the Province to re-deploy Equipment to a Requesting Hospital for use may not include a notice period. If the Host Hospital is returning the unit(s) to the Province, advanced notice will be provided. Prior to the return of any Equipment, the Host Hospital shall clean and disinfect the equipment as per its protocols and procedures and provide a written acknowledgement to the Province of doing so.
9. Any Equipment returned by the Host Hospital to the Province will be subject to a sixty (60) calendar day window following receipt of the Equipment for the Province to inspect the Equipment and notify the Host Hospital in writing of any concern (including, but not limited to, visible damage to the Equipment and accessories including batteries, issues with functionality of the Equipment such as failure of self-tests, and missing accessories including, but not limited to, equipment trolleys). If no concerns are provided by the Province within that sixty (60) calendar day period, the Equipment will be deemed to have been accepted by the Province without concern.
10. The Host Hospital shall not provide the Equipment to any other party (including, for greater certainty, other hospitals) except Receiving Hospitals, without the express written permission of the Province, or its authorized representatives.
11. The Host Hospital shall provide accurate reports on the status, usage and location of the Equipment to the Province every quarter and upon request of the Province via a tracking template. Host Hospitals shall grant the Province or its authorized representative(s) access to the Equipment, any documentation related to the Host Hospital's use or storage of the Equipment or otherwise to the subject matter of these criteria and terms, and to any building or premises where the Equipment or such documentation may be kept or stored, for the purpose of assessing the condition of the Equipment, the Host Hospital's compliance with these criteria and terms, or in order to take possession of the Equipment.
12. The Host Hospital shall promptly notify the Province of any malfunctions of or damage to the Equipment by contacting the Province and shall take any steps reasonably required by the Province in connection with such malfunction or damage.
13. The Host Hospital shall always use reasonable care when handling, using, storing, transporting and otherwise dealing with the Equipment. Subject to any applicable warranty protection that may be available to the Province in connection with the Equipment, the Host Hospital shall be liable to the Province for any loss, theft, or damage of or to the Equipment that may occur when the Equipment is in the possession or under the care of the Host Hospital or its employees, agents, and subcontractors.

14. The Host Hospital shall have in place insurance and should carry all the necessary and appropriate insurance that a prudent person in the business of the Host Hospital would maintain for the Equipment including but not limited to commercial general liability insurance.
15. Under no circumstances shall the Province, its Ministers, agents, appointees and employees, be liable for any claims, actions, injury, loss, damage (including special, direct, indirect, incidental or consequential damages) or expense, including, without limitation, loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss, arising in any manner whatsoever from Host Hospital's possession, use or inability to use the Equipment. This section shall apply whether liability results from tort (including negligence), contract (including breach or fundamental terms or conditions) and whether the Province knew of or ought to have known of the possibility of such damages. Notwithstanding the foregoing, the Host Hospital shall not be liable for any claims, actions, injury, loss damage (including special, direct, indirect, incidental or consequential damages) or expense arising in any manner whatsoever from the delivery of the Equipment. This section shall survive the termination or expiration of this Agreement.
16. The Host Hospital shall indemnify and save harmless the Province, its Ministers, officers, agents, appointees and employees from and against any and all claims, damages, losses, costs and expenses which may at any time incur or suffer as a result of or arising out of any injury to be caused or suffered as a result of the Host Hospital's possession or use of the Equipment under this Agreement. This section shall survive the termination or expiration of this Agreement.
17. This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in Ontario and the laws of Canada applicable therein. This Agreement binds the Parties and their respective successors and assigns. Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership, or joint venture between the Parties. The Host Hospital shall not represent itself (including in any agreement with any third-party) as the agent, employee or partner of the Province or in a manner that could lead a member of the public to believe that the Host Hospital is an agent, employee or partner of the Province. This Agreement, sets forth the entire agreement between the Parties with respect to its subject matter, supersedes, and cancels all prior agreements, understandings, negotiations and discussions, both oral and written, between the Parties.

[End of Page]

Ontario Provincial Stockpile Equipment Allocation Sign-Back Agreement for Host Hospital

Equipment Schedule: Ontario Airvo-2 Humidification System

This Equipment schedule is attached and forms part of the Ontario Provincial Stockpile Equipment Allocation Sign-Back Agreement entered into between Her Majesty the Queen in Right of Ontario as represented by the Minister of Health (Ministry) and dated _____ in respect of Equipment being loaned to the Host Hospital from the Province’s stockpile. (Agreement). All capitalized terms used in this schedule shall, unless otherwise defined below, have the meanings ascribed to them in the Agreement.

The Host Hospital agrees that it will receive, use, loan to Requesting Hospitals and return the Equipment in this schedule on the terms and conditions stated in the Agreement and below, and in compliance with all applicable laws.

1. **Description of Equipment in this Schedule.**

- “Equipment” or “Airvo-2” means the Airvo-2 humidification system and any associated equipment, loaned to the Host Hospital.

2. **Access to Equipment.** The Host Hospital acknowledges that it should not have access to the Airvo-2s unless the following process has been undertaken:

- The Host Hospital must deploy its Minor Surge plans and explore all reasonable surge capacity management options for adding capacity using humidification systems or ventilators with non-invasive high flow oxygen therapy functionality (where appropriate) on its premises or owned by the Host Hospital.
- The Host Hospital will notify CritiCall Ontario, who in response will facilitate a teleconference between the Critical Care Clinical Leader and the Hospital Delegate.
- The Host Hospital will actively participate in any pre-determined humidification system or ventilator-sharing plan that may be in place within its LHIN and/or among the Host Hospital and other partner hospitals.
- The Critical Care Clinical Leader will identify potential equipment that can be made available to the Hospital by other institutions within the LHIN.
- The Critical Care Clinical Leader will notify the Province prior to authorizing the deployment of Airvo-2 Humidification Systems from the Province’s stockpile and the Province will send an agreement relating to the Arivo-2 to the Hospital.

3. **Preventative Maintenance Obligations.** While the Equipment is in the possession or control of the Host Hospital, the Host Hospital will verify the functionality of all Airvo-2s upon receipt, every 6 months as preventative maintenance checks, and as requested by the Province, and will perform and document the results of the following tests prior to clinical use of the Airvo-2s:

- Standard biomedical check by the Host Hospital Biomedical Engineering Department as outlined in the F&P Airvo-2 User Manual including:
 - Check for any visible signs of damage, check water message alarm, check for leaks, blockages and check tube, power out tests and perform sensor, heater plate and check for leaks tests.
- Electrical safety testing by the Host Hospital Biomedical Engineering Department
- Acceptance/functionality testing by Respiratory Therapy Department
- Change accessories and filters as outlined in the *F&P Airvo-2 User Manual - Schedule for Changing Accessories*

4. **Operating Instructions and Guidelines.** The Host Hospital will set up, operate and maintain the Airvo-2 in accordance with the instructions provided in the *F&P Airvo-2 User Manual*.
5. **Sending to a Requesting Hospital.** If the Host Hospital is sending the Airvo-2s to a Requesting Hospital as requested by the Province, the Host Hospital shall send the Airvo-2 humidification systems with re-usable equipment components in same condition in which it was received; reasonable wear and tear excepted, including: Airvo-2 humidifier, pole, mounting tray, O2 hose, manifold and basket and, disposable equipment consumables including: air spiral circuit kits with chamber, optiflow cannulas, disinfection kit, and air filters. These items must be in sufficient quantities required in order for the receiving hospital to use the humidification system.
6. **Warranty** – The Province will coordinate between the Host Hospital and the manufacturer of the Equipment to make the terms of any applicable warranty available for the benefit of the Host Hospital while the Equipment is in its possession or control.

[End of Page]