

Ontario Ventilator Stockpile / HFNC Device Allocation Sign-Back Agreement for Requesting Hospitals

To be completed by each hospital site requesting ventilator(s) and/or HFNC Devices

On behalf of the hospital, I acknowledge that our organization will receive Choose a number ventilator(s) and supporting equipment.

Legal Name of Health Service Provider/Hospital Corporation:

Hospital Site Name:

Contact Number: Email:

Unit Type: ☐ Adult ICU ☐ Paediatric ICU ☐ Neonatal ICU

Ventilator Type Provided to Hospital Site	Number Requested	Asset Tag Number(s)
BOMImed - Hamilton T1		
Dräger Evita XL		
Dräger v500		
GE Carescape R860		
Getinge Servo-U (Adult)		
Getinge Servo-N (Neonatal)		
Medtronic PB840		
Trudell AVEA		
Trudell BellaVista 1000		
Airvo™2 High-Flow Nasal Cannula System		
TOTAL		

On behalf of the hospital identified above, I agree that this/these ventilator(s) and supporting equipment must be utilized in accordance with and subject to the criteria and terms outlined herein. This allocation will be subject to audit, report back and reconciliation. **If ≥ 5 vents/HFNC requested, the Critical Care Clinical Lead has been contacted and has pre-approved the request.**

Senior VP Delegate Name (at Requesting Hospital) Signature (Not Required)

Click or tap to enter a date.

Email/Phone Contact

Date

Please ensure this form is completed and returned to the following:

1. Local Host Hospital
2. CritiCall and CCSO by email: Vent_Distribution@criticall.org and vents@ccso.ca

Ministry Ventilator Usage Criteria and Terms

1. In these criteria and terms:
 - “Hospital” means the hospital named above, that is subject to these criteria and terms;
 - “Ontario Health Sub Region” means the relevant Ontario Health Sub Region established or continued under the People’s Health Care Act, 2019
 - “Regional Clinical Lead, Critical Care” means the individual designated as such by the Ministry and the Ontario Health Sub Region from time to time.
 - “Province” means His Majesty the King in Right of Ontario as represented by the Minister of Health; and
 - “Ventilators” shall mean the ventilators and any associated equipment, including humidifiers, loaned to the Hospital hereunder.
 - “High Flow Nasal Cannula Systems” or HFNC systems shall mean any high flow system and any associated equipment including humidifiers, loaded to the Hospital hereunder.
2. The Hospital acknowledges that it should not have access to the Ventilators or HFNC unless the following process has been undertaken:
 - The Hospital must deploy its Minor Surge plans and explore all reasonable surge capacity management options for adding capacity using Ventilators on its premises or owned by the Host Hospital.
 - The Hospital will notify CritiCall Ontario, who in response will facilitate a teleconference between the Regional Clinical Lead, Critical Care and the Hospital Delegate if 5 or more ventilators or HFNC systems are requested.
 - The Hospital will actively participate in any pre-determined ventilator-sharing plan that may be in place within its Ontario Health Sub Region and/or among the hospital and other partner hospitals.
 - The Regional Clinical Lead, Critical Care will identify potential equipment that can be made available to the Hospital by other institutions within the Ontario Health Sub Region.
 - The Regional Clinical Lead, Critical Care will notify the Province prior to authorizing the deployment of Ventilators or HFNC if 5 or more devices are requested from the provincial stockpile, and the Province will send an agreement relating to the Ventilators to the Hospital.
3. The Hospital will verify the functionality of all Ventilators/HFNC systems upon receipt and as requested by the Province, and will perform and document the results of the following tests prior to the clinical use of the Ventilators:
 - Standard biomedical check by the hospital Biomedical Engineering Department
 - Electrical safety testing by the hospital Biomedical Engineering Department
 - Acceptance/functionality testing by the Respiratory Therapy Department
4. Each Ventilator/HFNC system will have an asset tag attached which will be utilized as a means of identifying the Ventilator as part of the provincial stockpile. The Hospital shall ensure that

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

5. The Ventilators/HFNC systems 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 Hospital may not lend, pledge, sell or otherwise dispose of the Ventilators/HFNC systems except as permitted herein or otherwise in writing by the Province. The loaning of the Ventilators to the Hospital does not in any way signify an intention to renounce or abandon title to the Ventilators/HFNC systems by the Province.
6. If the Province requests that the Hospital return the Ventilators/HFNC systems, or if the Hospital determines that it no longer requires the Ventilators/HFNC systems, the Hospital shall return the Ventilators/HFNC systems to a place and in a manner that is satisfactory to the Ministry, in such condition that allows for the immediate use of the Ventilators/HFNC systems by other hospitals. For greater certainty, the Hospital shall return the Ventilators with re-usable equipment components including: heated humidifier, temperature probe, humidifier cable, and reusable expiratory filter; and, disposable equipment consumables including: circuits, humidifier pots, and disposable expiratory filters. These items must be in sufficient quantities required in order for a hospital to use the Ventilators.
7. The Hospital shall not provide the Ventilators/HFNC systems to any other party (including, for greater certainty, other hospitals) without the express written permission of the Province.
8. The Hospital shall provide accurate reports on the status, usage and location of the Ventilators and HFNC systems to the Province upon request of the Province and shall grant the Province or its authorized representative(s) access to the Ventilators/HFNC systems, any documentation related to the Hospital's use or storage of the Ventilators or otherwise to the subject matter of these criteria and terms, and to any building or premises where the Ventilators/HFNC systems or such documentation may be kept or stored, for the purpose of assessing the condition of the Ventilators, the Hospital's compliance with these criteria and terms, or in order to take possession of the Ventilators/HFNC systems.
9. The Hospital shall promptly notify the Province of any malfunctions of or damage to the Ventilators/HFNC systems by contacting Critical Care Services Ontario, and shall take any steps reasonably required by the Province in connection with such malfunction or damage.
10. The Hospital shall at all times use reasonable care when handling, storing, transporting and otherwise dealing with the Ventilators/HFNC systems. Subject to any applicable warranty protection that may be available to the Province in connection with the Ventilators/HFNC systems, the Hospital shall be liable to the Province for any loss, theft or damage of or to the Ventilators/HFNC systems that may occur when the Ventilators are under the care of the Hospital or its employees, agents and subcontractors.

11. The Province shall not be liable in any way to the Hospital in connection with the use or handling of the Ventilator/HFNC system by the Hospital or any other party, or otherwise in connection with the subject matter of these criteria and terms.
12. The Hospital hereby agrees to indemnify and hold harmless his Majesty the King in right of Ontario, his Ministers, agents, appointees and employees 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, brought or prosecuted, in any way arising out of or in connection with the Ventilators or otherwise in connection with these criteria and terms, unless solely caused by the negligence or willful misconduct of the Province.