

Community Paramedic Remote Patient Monitoring Project Agreement

THIS AGREEMENT made this _____ day of _____, 20____, in duplicate between:

The Corporation of the County of Brant

a municipality within the meaning of the Municipal Act, 2001 (hereinafter referred to in this Agreement as “the County”),

-And-

South Central Community Development Corporation

(hereinafter referred to in this Agreement as “SCCDC”;

WHEREAS the County operates a Paramedic Services department;

AND WHEREAS, according to the Ministry of Health and Long Term Care, it has been determined that there is a high volume of Paramedic Service calls from individuals with certain complex and chronic conditions (hereinafter “the Target Patients”) who frequently use the limited resources of Paramedic Services, hospitals and long term care facilities;

AND WHEREAS the SCCDC is leading an initiative called the Community Paramedicine Remote Patient Monitoring initiative (the “Project”), with the objective of permitting Community Paramedics to monitor the Target Patients in an attempt to reduce the strain on those resources;

AND WHEREAS the intent of the Project is to create a sustainable, community-based, patient and family centered model for remote patient monitoring that will utilize a communication platform for all those involved in caring for the Target Patients;

AND WHEREAS the SCCDC has identified the County, with its Community Paramedics, as a key stakeholder in the Project and therefore wishes to enter into an Agreement with the County to enable its involvement in the Project, and the County wishes to do so;

AND WHEREAS the SCCDC, during the course of the Project, may from time to time allow Authorized Parties to access certain Personal Health Information by electronic means, in accordance with the *Personal Health Information Protection Act (PHIPA), 2004, Sch. A.* for the facilitation of the Project;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the parties covenant and agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this agreement between the County and the SCCDC;
- 1.2 “Authorized Parties” means those healthcare providers who have been given express consent by Patients to participate in their Circle of Care;
- 1.3 “Benefits Evaluation Committee” means a committee of individuals selected to develop and administer the evaluation process for the Project.
- 1.4 “Circle of Care” means certain healthcare providers who may assume an

individual's implied consent under section 20(2) of PHIPA for the collection, use, or disclosure of personal health information for the purposes of providing health care or assisting in the provision of health care, subject to requirements of PHIPA;

- 1.5 "Circle of Care Platform" means software that allows the Community Paramedics to provide data to the Patient's other care providers.
- 1.6 "Clinical Advisory Committee" means a committee of healthcare experts in their fields selected to provide clinical guidance to the Project.
- 1.7 "Community Paramedics" means the paramedics employed by the County who have been designated to participate in the Project and will receive training to do so;
- 1.8 "CPRPM Project Protocol" means the Community Paramedicine Remote Patient Monitoring Project Protocol;
- 1.9 "iMEDIC Platform" means electronic patient record software;
- 1.10 "Health Information Custodian" means a person or organization that performs health care in accordance with Personal Health Information Protection Act, 2014, sub-section 3(1).
- 1.11 "Patient(s)" means the patient(s) who have enrolled in the Project;
- 1.12 "Paramedic Services" means emergency medical services such as those provided by the County;
- 1.13 "Personal Health Information" or "PHI" means identifying patient information in accordance with the Personal Health Information Protection Act, 2014, sub-section 4(1).
- 1.14 "PHIPA" means the Personal Health Information Protection Act (PHIPA), 2004;
- 1.15 "Project" means the Community Paramedicine Remote Patient Monitoring initiative;
- 1.16 "Remote Patient Monitoring Steering Committee" means a committee made up of members of the various agencies participating in the Project in order to provide ongoing assessment related to the feasibility of this care model, evaluating protocol compliance, number of patient encounters, adverse events and the Project's ability to measure outcomes.

2.0 Term

- 2.1 This Agreement shall be effective as of the date of execution and run until December 31, 2017 (the "Term"), unless otherwise terminated pursuant to section 10 of this Agreement.

3.0 Responsibilities of SCCDC

- 3.1 The SCCDC shall perform tasks related to the coordination and administration of the Project including, but not limited to, arranging meetings with the Remote Patient Monitoring Steering Committee, the Clinical Advisory Committee, coordinating the implementation of the Project with all the participating groups, tracking Patient consent, providing technical support and submitting applications and documents to the Benefits Evaluation Committee.
- 3.2 The SCCDC shall gather datasets which may contain PHI from the County in relation to the Project, however such data sets will only be collected with the express consent of the Patients;
- 3.3 The SCCDC shall review and monitor the datasets for logic, completeness, and errors.

- 3.4 The SCCDC shall analyze the Patient related data.
- 3.5 The SCCDC shall provide the data analysis to the County on a monthly basis and in a format which shall be agreed upon between the parties.
- 3.6 The SCCDC shall, collect, use, disclose, retain or dispose of the data on behalf of the County, a Health Information Custodian.
- 3.7 The SCCDC shall not collect, use, disclose, retain or dispose of the data on behalf of the County without its permission.
- 3.8 The SCCDC shall comply with all obligations and responsibilities of a Health Information Custodian as stipulated under the PHIPA and its Regulations when collecting, using, disclosing, retaining or disposing of data on behalf of the County.
- 3.9 The SCCDC shall perform, and provide to the County, a written copy of the results of an assessment of its contractors providing services within the scope of the Project with respect to
 - a) threats, vulnerabilities, and risks to the security and integrity of the PHI to which they are provided access;
 - b) how the Project may affect the privacy of the individuals who are the subject of the PHI; and
 - c) describing the administrative, technical, and physical safeguards relating to the confidentiality and security of the PHI of the Patients;
- 3.10 The SCCDC shall ensure that any third party it retains to assist in providing services to the County agrees to comply with the restrictions and conditions that are necessary to enable compliance with PHIPA;
- 3.11 The SCCDC shall carry out its responsibilities set out under Schedule "A", attached hereto, in accordance with the CPRPM Project

4.0 Responsibilities of the County

- 4.1 The County shall carry out its responsibilities as set out under Schedule "A", attached hereto, in accordance with the CPRPM Project Protocol.

5.0 Financial Arrangements

- 5.1 The SCCDC will provide funding to the County as outlined in Schedule "B".

6.0 Indemnification

- 6.1 The SCCDC shall, both during and following the Term of this Agreement, indemnify and save harmless the County, its officers, council members, agents, volunteers, servants, employees, contractors, successors and assigns from and against any and all claims, actions, judgments, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to the SCCDC's negligence and/or willful misconduct and/or the SCCDC's failure to follow the law.
- 6.2 The County shall, both during and following the Term of this Agreement, indemnify and save harmless the, the SCCDC, its officers, directors, agents, volunteers, servants, employees, contractors, successors and assigns from and against any and all claims, actions, judgments, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to the County's negligence and/or willful misconduct and/or the County's failure to follow the law.
- 6.3 Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7.0 Insurance

- 7.1 During the Term of this Agreement or any renewal thereof, the County and the SCCDC shall obtain and maintain in full force and effect, each at its own expense, insurance, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Commercial, Municipal, or General Liability insurance, on an occurrence basis and in aggregate for an amount of not less than Five Million Dollars (\$5,000,000);
 - b) Errors and Omissions insurance for limits of not less than One Million Dollars (\$1,000,000);
- 7.2 The SCCDC shall also obtain and maintain in full force and effect, at its own expense, insurance including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Privacy liability coverage for limits of not less than One Million Dollars (\$1,000,000) for privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
 - b) Data liability coverage for limits of not less than One Million Dollars (\$1,000,000) for Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.
 - c) The coverage under the policy shall be maintained continuously during the term of this Agreement and for an additional 2 (two) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the County. The County has the right to request an Extended Reporting Endorsement be purchased by the SCCDC at the SCCDC's sole expense. The term of the Extended Reporting Endorsement will be decided by the County and the SCCDC.
- 7.3 Each party shall provide current proof of all required insurance coverage to the other prior to or upon execution of this Agreement, and throughout the Term of the Agreement upon each policy renewal period in the form of a Certificate of Insurance.
- 7.4 Each policy shall be endorsed to provide the other parties with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage.
- 7.5 Each party agrees to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose the other party to material liability of any kind in relation to this Agreement.

8.0 Health and Safety, WSIB

- 8.1 The County and the SCCDC each confirm that they have Health and Safety policies and procedures in place with respect to the performance of the specific services which it is responsible to perform under this Agreement, and each agrees to provide those policies and procedures to the other upon request.
- 8.2 The County and the SCCDC is each responsible for all costs associated with its respective workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. Each party shall throughout the Term of the Agreement, provide the other with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.
- 8.3 The County and the SCCDC shall each comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), the Accessibility for Ontarians with Disabilities Act (Ontario) and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.
- 8.4 The County (as the "Indemnifying Party") hereby agrees to indemnify and hold the SCCDC (as the "Indemnified Party"), its officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Indemnifying Party's failure to comply with sections 8.2 and 8.3 above.
- 8.5 The SCCDC (as the "Indemnifying Party") hereby agrees to indemnify and hold the County (as the "Indemnified Party"), its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Indemnifying Party's failure to comply with sections 8.2 and 8.3 above.

9.0 Privacy and Confidentiality

- 9.1 The SCCDC shall maintain the confidentiality of the information it receives pursuant to this Agreement ("Confidential Information") and shall not, except as required in order to carry out the Services, use, disclose, release or permit the disclosure or release of any information disclosed by the County or any information communicated to or acquired by the SCCDC during the course of providing the Services without obtaining the prior consent of the County.
- 9.2 Confidential Information shall not include information that the SCCDC can prove is:
 - a) in the public domain or has subsequently entered the public domain without fault on the part of the SCCDC; or
 - b) known prior to this Agreement by the SCCDC from the SCCDC's own sources; or
 - c) received in good faith by the SCCDC from a third party; or
 - d) legally required to be disclosed pursuant to law, regulation or court order; or
 - e) developed independently by the SCCDC; or
 - f) disclosed by the SCCDC with the prior written consent of the County.
- 9.3 The obligations of confidentiality provided for herein shall survive the termination of this Agreement.

- 9.4 The SCCDC may retain one archival copy of all confidential Information to confirm compliance with this Agreement.
- 9.5 The SCCDC acknowledges that any information collected by it or exchanged with the County pursuant to this Agreement is subject to the provisions of Municipal Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act.
- 9.6 The SCCDC shall comply with applicable privacy legislation in performing the Services.

10.0 Termination

- 10.1 Either party may terminate this Agreement upon giving to the other ninety (90) days' written notice of intention to terminate.
- 10.2 In addition to provision 10.1, if either party breaches any provision of this Agreement, the other party shall provide written notice of the breach to the party which has committed the breach. The party committing the breach shall have ten (10) business days to remedy the situation to the satisfaction of the other party. Failing that, the party not having committed the breach shall have the right to terminate this Agreement without further notice to the party which committed the breach.
- 10.3 In the event that the parties disagree over whether a breach has occurred, disputes shall be resolved pursuant to section 22 of this Agreement.

11.0 Notice

- 11.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For the County:

County Clerk
County of Brant Administration Office
26 Park Ave
Burford, ON N0E1A0
Fax Number: 519-449-2454
Email:

For the SCCDC:

Wendy Timpano
22 Peter Street S
Orillia, ON N3V 7A3
Fax Number: 705-325-4903
Email: wtimpano@orilliacdc.com

- 11.2 Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:
 - a) delivered personally on a business day, then on the day of delivery;
 - b) sent by prepaid registered post, then on the second day following the registration thereof;
 - c) sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or

- d) sent by facsimile or email, upon confirmation of successful transmission of the notice.

12.0 Force Majeure

- 12.1 Neither the County nor SCCDC shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the County or SCCDC.
- 12.2 The County and SCCDC agree that in the event of a disaster or Force Majeure, they will both co-operate and SCCDC will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

13.0 Waiver

- 13.1 No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any party, unless such waiver is in writing and signed by the parties.
- 13.2 No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

14.0 Governing Law

- 14.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

15.0 Severability

- 15.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

16.0 Entire Agreement

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the Project and the Services and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the Project and the Services except as provided in this Agreement and the attached Schedules.

17.0 Amendment of Agreement

- 17.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act of statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

18.0 Ownership of Materials

- 18.1 All reports, notes, records, files, data, documents, materials and information of any kind and in any form whatsoever prepared or produced pursuant to and under this Agreement by the SCCDC are the sole and exclusive property of the

SCCDC and the SCCDC reserves all rights of copyright therein.

19.0 Successors and Assigns

- 19.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 19.2 Neither party may assign all or any part of this Agreement without the written approval of the other party.

20.0 No Partnership

- 20.1 Nothing in this Agreement gives rise to a partnership or joint venture between the County and SCCDC or to an employment relationship between the County and the employees or volunteers of SCCDC in the provision of service under this Agreement.

21.0 Adherence to Laws

- 21.2 SCCDC agrees to abide by all applicable federal and provincial laws in carrying out the terms of this Agreement.

22.0 Dispute Resolution

- 22.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act*.
- 22.2 The location for any such arbitration hearing will be within the County of Brant at a location to be determined by the County.

23.0 General

- 23.1 Whenever used in this Agreement, the word “shall” shall be construed as mandatory and the word “may” shall be construed as permissive.
- 23.2 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- 23.3 Where the context permits or requires, the singular shall include the plural and the plural shall include the singular.
- 23.4 Nothing in this Agreement shall be construed so as to give the SCCDC any exclusive right or privilege in providing the Services or other activities described herein.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

The Corporation of the County of Brant

Ron Eddy, Mayor

Heather Boyd, Clerk

We together have the authority to bind the County.

South Central Community Development Corporation

Wendy Timpano
President, SCCDC

I have the authority to bind the SCCDC.

Schedule “A” – CPRPM Project Protocol

The Project has a target of involving 1500 home-based patients with chronic obstructive pulmonary disease (COPD), congestive heart failure (CHF), and CHF with diabetes, each who make multiple Paramedic Services calls (2 or more in the previous 12 months) and/or at least one hospital visit (inpatient or emergency room) in the previous twelve months and are deemed “at risk” in the community.

The Project will run for 18 months. The Patients will be divided into three groups in each community. One group per community will be monitored for a duration of not less than three months and not more than six months. This process will be repeated two more times with the remaining groups of Patients in each community.

The Project will provide Community Paramedics with Remote Patient Monitoring (“RPM”) system services that are capable of recording the Patient biometric data on a regular basis and saving the data in a Patient portal. The RPM system is also capable of providing alerts to the Community Paramedics if the patient biometric data is outside of the assigned threshold.

Each participating Paramedic Service will be assigned equipment and service for a certain number of Patients based on the community’s population and the Paramedic Service’s perceived demand. The Community Paramedics will use best efforts to enroll eligible patients into the program, provide daily monitoring of the Patients and follow up with each Patient who has vital signs that fall outside of the Patient’s chronic condition threshold. Community Paramedics have indicated that they would prefer to install the equipment in the Patients’ homes. This will provide an opportunity for the Community Paramedics to further their knowledge of and relationship with the Patients.

The Project will utilize robust community engagement to support and enable communication with formal and informal care providers with the intent of creating a sustainable, community based, patient and family centered model for remote patient monitoring for those involved in caring for the Target Patients.

Community Paramedics currently utilize the iMEDIC Platform which records 911 emergency responses. Under the Project, the iMEDIC Platform will be integrated with the RPM system and will provide the ability for the Community Paramedic, with the authorization of the Patient, to relay information to the Patient’s Circle of Care Platform.

The Circle of Care Platform is able to provide members of the Patient’s Circle of Care with access to summary reports and assist in improving care coordination with members of the Patient’s Circle of Care.

Based on their interactions with the Target Patients, it is anticipated that the Paramedic Service will identify and enlist the Project participants, with additional potential referrals coming from hospitals, the CCAC, primary care and other care providers.

Schedule “B” – Funding Arrangements

The SCCDC will provide funding to the County for participating in the Project based on the following criteria:

1. \$60 for each Patient that is enrolled and has had the RPM equipment installed by a Community Paramedic.
2. \$27 per month, per patient, for patient recruitment and coaching; to be paid on a quarterly basis throughout the Term of the Agreement, based on the average number of patients on the final day of each month for a three-month period.
3. Up to \$2,000 to the County for training of participating Paramedics. Upon completion of the training, the County will invoice SCCDC for this amount and purpose.
4. The SCCDC may provide additional funding as required for the Project.

Schedule "C" – Insurance



CERTIFICATE OF LIABILITY INSURANCE

SOUTH CENTRAL COMMUNITY DEVELOPMENT CORPORATION		Future Health Services Inc.	
22 Peter St S		207-294 Mill East Street	
Orillia	ON	L3V 7A3	Elora Ontario NOB 1S0
Distributor of Health Products			

4. COVERAGES

COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/>	Intact Insurance - 501294844	2014/11/09	2015/11/09	COMMERCIAL GENERAL LIABILITY	\$1,000				
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		\$5,000,000			
				- GENERAL AGGREGATE		\$5,000,000			
									\$5,000,000
								<input checked="" type="checkbox"/>	\$5,000,000
								MEDICAL PAYMENTS	\$25,000
								TENANTS LEGAL LIABILITY	\$1,000,000
				POLLUTION LIABILITY EXTENSION					
<input checked="" type="checkbox"/>	Intact Insurance - 501294844	2014/11/09	2015/11/09	NON OWNED AUTOMOBILE		\$5,000,000			
<input type="checkbox"/>				BODILY INJURY AND PROPERTY DAMAGE COMBINED					
<input type="checkbox"/>				BODILY INJURY (PER PERSON)					
<input type="checkbox"/>				BODILY INJURY (PER ACCIDENT)					
<input type="checkbox"/>				PROPERTY DAMAGE					
<input type="checkbox"/>				EACH OCCURRENCE					
<input type="checkbox"/>				AGGREGATE					
<input checked="" type="checkbox"/>	Intact Insurance - 501294844	2014/11/09	2015/11/09			\$2,000,000			
<input checked="" type="checkbox"/>	Certain Underwriters at Lloyd's as represented by CFC Underwriting	2015/04/13	2016/04/13	Cyber, Privacy & Media	\$1,000	\$1,000,000			

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Canada BrokerLink (Ont) Inc.	SOUTH CENTRAL COMMUNITY DEVELOPMENT CORPORATION
86 Woodlawn Road, West	22 Peter St S
Guelph ON	N1H 1B2
FUTUR-3	Orillia ON L3V 7A3

8. CERTIFICATE AUTHORIZATION

Canada BrokerLink (Ont) Inc.	Main (519) 836-9949	Fax (519) 836-5957
Emily Evans, CAIB		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	April 14, 2015	emily.evans@hjmininsurance.com