

BY-LAW NUMBER 17-114

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-law to enter into an agreement with the County of Simcoe o/a The County of Simcoe Paramedic Service for Medical Director Services

WHEREAS the Municipal Act, 2001, 5.0. 2001, c. 25 authorizes municipalities to enter into agreements with other government bodies; and

AND WHEREAS the Township of Clearview deems it expedient to enter into an agreement with the County of Simcoe o/a The County of Simcoe Paramedic Service for training and delivery of Clearview Fire & Emergency Services medical response including the appropriate training from the County of Simcoe, Quality Care Program.

NOW THEREFORE Council of the Corporation of the Township of Clearview hereby enacts as follows:

1. That the Agreement attached hereto as "Schedule A" forms part of this By-law.
2. That the Mayor and Clerk be authorized to execute the agreement behalf of the Township of Clearview.
3. That this by-law shall come into force and effect on the date of final passing thereof.

By-law Number 17-114 read a first, second and third time and finally passed this 11th day of December, 2017.

MAYOR

DIRECTOR OF LEGISLATIVE SERVICES/CLERK

MEDICAL DIRECTOR SERVICES AGREEMENT

Effective as of the ____ day of _____, 2017

BETWEEN

**THE CORPORATION OF THE COUNTY OF SIMCOE
o/a THE COUNTY OF SIMCOE PARAMEDIC SERVICE
("CSPS")**

-and-

**THE EMERGENCY SERVICE ORGANIZATIONS LISTED IN SCHEDULE C, as such
schedule is updated from time to time
("ESOs")**

-and-

**MICHAEL FELDMAN, a physician practicing at the Sunnybrook Centre for Prehospital
Medicine**

(the "Physician")

WHEREAS:

- A. ESO personnel may be required to provide initial emergency patient care or to assist paramedics in the course of their duties.
- B. CSPS and the ESOs wish to ensure that the provision of emergency patient care is delivered by qualified personnel under the supervision of a Medical Director.
- C. CSPS and the ESOs wish to implement a quality care program with the assistance of the Physician as a Medical Director.
- D. The role of the Physician will be to serve as Medical Director and shall consist of oversight of emergency patient care training; delegation of certain controlled acts; and provision of advice and assistance in various medical aspects of the development, delivery and on-going review of programs for certification, continuing education and skill enhancement, offered by or through CSPS to the ESO's, applicable protocols, practices and policies, new initiatives and other matters which impact the efficient and effective delivery of care by local ESO's in the County of Simcoe;

- E. The Physician agrees to authorize the delegation of certain Controlled Acts under the *Regulated Health Professions Act, 1991* to qualified personnel in the ESO's located in whole or in part within Simcoe County and to act as medical director for the service organizations, providing such other services as are described in this Agreement;
- F. CSPS and the ESOs have the authority to enter into an Agreement with the Physician for the delivery of agreed upon services and for the payment therefore by CSPS on the terms and conditions as set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants and Agreement herein contained, and subject to the terms and conditions herein after set out, the Parties agree as follows:

1. Definitions

In this Agreement:

"Applicable Law" means all Federal and Provincial statutes, regulations thereunder, codes, directives, guidelines and requirements of all governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time, including, without limitation, those pertaining to the Services and protection of privacy, including without limitation, the *Regulated Health Professionals Act, 1991*, S.O. 1991, c. 18, the *Health Care Consent Act, 1996*, S.O. 1996, c. 2, Sch. A, the *Personal Information Protection and Electronic Documents Act*, S.O. 2000, c. 5; the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A; the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 and standards established by the College of Physician and Surgeons from time to time, including CPSO Policy #5-12 entitled "Delegation of Controlled Acts";

"Business Day" means Monday to Friday inclusive, other than statutory holidays and civic holidays;

"Chief" means CSPS's Chief of Paramedic Services and includes his or her authorized designate;

"Controlled Act" has the meaning ascribed to it in the *Regulated Health Professions Act, 1991* (Ontario), S.O. 1991, c.18

"Medical Assist Report" (or "MAR") is a document to record all relevant information relating to patient care. An "eMAR" is an online electronic version of a MAR.

"Medical Director" means the Physician providing medical oversight, delegation of Controlled Acts, and quality assurance to the ESOs.

"Personnel" means a member of the ESOs designated / authorized / certified to provide medical care; and

"Services" refers to the services to be provided by the Physician pursuant to this Agreement and includes the Services as described in Schedule A, and the Quality Assurance Framework as described in Schedule B or other services which may be requested by the Chief

2. Services

During the term of this Agreement, or until it is earlier terminated, the Physician agrees to personally provide the Services to CSPS and the ESOs in accordance with the terms and conditions set out in this Agreement.

The Services to be provided by the Physician shall include those Services outlined in Schedule A, in accordance with the standards set out in Schedule B and those services necessarily incidental to those Services identified.

The Physician shall deliver the Services in a professional and timely manner which meets or exceeds industry standards for such Services, and in a manner which is in compliance with the requirements of all Applicable Law.

3. Facilities and Equipment

The Physician shall provide such materials, equipment and facilities as may be required to deliver the Services, unless provided to the contrary herein. Where facilities and equipment are required for Services involving Personnel training, CSPS shall provide the necessary facilities at its expense. Where Services are delivered at a location requested by an ESO, the location will be provided at no charge to CSPS or the Physician.

ESOs shall ensure that all equipment, consumables, and medications required for emergency medical care are unexpired, stored according to environmental conditions specified by the manufacturer, in good working order, and serviced as necessary according to the manufacturer's specified maintenance intervals.

If any equipment or materials are provided by CSPS for use in the delivery of the Services, the equipment and any unused materials shall be returned to CSPS upon expiry or other termination of this Agreement, in good working order or good condition as the case may be.

4. Intellectual Property

Any content or intellectual property developed by the Physician for the provision of Services will remain the property of the Physician. Any changes to the content or delivery of the Services

must be approved by the Physician.

5. Representations and Warranties

The Physician makes the following representations and understands that CSPS and the ESOs are relying upon the following representations in entering into this Agreement:

- a. he is a member in good standing of the College of Physicians and Surgeons;
- b. he has hospital privileges at Sunnybrook Health Sciences Centre; and
- c. he has the expertise, experience, knowledge, resources and available time necessary or required to deliver the Services in a competent, professional and timely manner.

The Physician shall, during the term of this Agreement and any extensions thereof, obtain and keep current all licenses, permits, certifications, approvals and accreditations required pursuant to Applicable Law for the delivery of the Services.

6. Volume / Non-exclusivity

CSPS and the ESOs acknowledge that the Physician is not providing Services on a full-time basis and engages in the practice of medicine in addition to the delivery of the Services and the Physician acknowledges that he has represented that he is available to provide the Services. The Parties agree to work co-operatively to accommodate the needs of the others, when scheduling Services.

Requests for Services shall be made in accordance with the Notice provisions of this Agreement and any supplemental protocol developed by the parties in accordance with Section 5.

The Physician acknowledges that CSPS makes no representation as to the value or volume of Services to be provided by the Physician. CSPS may, during the Term or any extended Term, contract with others for the same or similar Services (or any part thereof) or may obtain or provide the same or similar Services (or any part thereof) using County staff.

7. Consultation / Scheduling Services

The parties agree to meet upon request of the other, to consult regarding the delivery of Services or other matters pertaining to this Agreement with a view to achieving an efficient and effective delivery of Services, the development of working protocols or resolution of issues or matters of concern as the case may be. The Chief shall act on behalf of CSPS and the ESOs in such consultations.

Without limiting the generality of the foregoing, requests by the Chief for Requested Services shall be made in writing and include such particulars of the Requested Services as are available, including, without limitation, any applicable deadlines and where applicable, the

number of Personnel to whom the Requested Services are to be provided. It shall be the responsibility of the Physician to respond in a timely manner, and unless otherwise agreed to by the Chief, within three (3) Business Days of a request for Requested Services, proposing a schedule for delivery of the Requested Services and where applicable, providing an estimate of time anticipated to carry out the said Requested Services. The Parties shall work co-operatively to clarify the particulars of the Services requested and time line for delivery.

Requests for Services and responses shall be made in accordance with the Notice provisions of this Agreement and any supplemental communication protocol developed by the parties. Without limiting the generality of the foregoing, the Physician and the Chief shall each maintain an active e-mail account, and provide particulars of the e-mail address to the other. Each Party shall be entitled to forward information using such e-mail for the purposes of routine communication under this agreement.

Where possible, the Physician agrees to notify CSPA in advance if there are periods of time, such as scheduled holidays, that he will be unavailable to provide Services.

8. Inspection

The Physician authorizes CSPA, its employees, representatives and agents to enter at all reasonable times, any premises used by the Physician in connection with the delivery of any Services to Personnel pursuant to this Agreement, in order to observe and evaluate those Services being delivered to Personnel as provided under this Agreement.

Upon request of the Chief, the Physician agrees to provide access to CSPA's authorized employees or agents and authorize or permit such authorized employees or agents to inspect and make copies of all records, documents and invoices relating to the Services required to be provided pursuant to this Agreement.

9. Records and Reports

The Parties will each maintain proper records pertaining to the Services as is appropriate to the circumstances and as required by Applicable Law. The Physician will prepare and submit upon request by the Chief, reports in a form acceptable to the Chief, respecting the Services provided or required to be provided pursuant to this Agreement.

All data collected and all reports, document and materials prepared by the Physician in the delivery of the Services are the sole and exclusive property of CSPA who shall own all rights of copyright therein, and all such records or such records as may be requested by the Chief shall be delivered by the Physician to CSPA at the end of the term or any renewal or extension term of this agreement, unless required to be retained by the Physician in accordance with Applicable Law.

After the transfer of information and records to CSPA, the Physician shall destroy all copies of

such records and information in his possession, unless such information or records are required to be maintained pursuant to Applicable Law.

The Physician shall ensure such physical, technological and access safeguards for security of information and data acquired or developed in connection with this Agreement or the Services are in place, as a reasonable Party would implement to protect its own confidential information and data in similar circumstances.

10. Payment for Services

CSPS will pay to the Physician for Services provided under this Agreement:

- a. \$2,500.00 per annum for delegation of Controlled Acts; and
- b. \$150.00 per hour for Requested Services to a maximum of \$2,500.00 per annum.

The parties agree to review the fees on an annual basis and readjust them as necessary to reflect fair compensation to the Physician.

The Physician shall provide CSPS with an invoice no later than thirty (30) days after the end of each year of the Term of this Agreement. Every such invoice shall include an itemized calculation of the compensation owing for the prior year for Requested Services and a statement of the compensation owing for the delegation of Controlled Acts. The invoice shall be signed by the Physician, certifying the accuracy of the statement. The Chief shall be entitled to establish the form of the invoice.

If CSPS is called upon to pay any liability of the Physician, or should CSPS determine that the Physician has been overpaid at any time, CSPS shall become entitled to deduct any amounts paid by CSPS from any sums of money due, or that may become due, to the Physician from time to time, until CSPS has been paid or repaid in full.

11. Release

CSPS and the ESOs shall not be responsible to the Physician or any person for whom the Physician is, at law, responsible for, for any loss of or damage to property owned or used by him, or for any bodily injury (including death) or for any other loss or damages arising out of, related to, or a consequence of any Services provided or required to be provided under this Agreement, or otherwise as a result of or related to the Parties entering into this Agreement, unless caused by the negligence of CSPS, the ESOs or their elected or non-elected officials, employees or agents. In the event of such negligence of the aforesaid, CSPS and the ESOs' liability for property damage or loss shall be limited to the actual cash value of the property as of the date of the loss or damage.

This provision shall survive the termination or expiry of this Agreement.

12. Indemnity

The Physician agrees to indemnify and to save harmless, CSPS, the ESOs and their elected and non-elected officers, employees and agents from and against all costs, liabilities, claims, actions, loss, injury, expense, damages, fines, judgments or recoveries made, brought or recovered against CSPS, the ESOs and their elected and non-elected officers, employees and agents resulting from any act, omission, willful misconduct, errors or negligence of the Physician in connection with the Services provided, purported to be provided or required to be provided pursuant to this Agreement; and such indemnity shall include all legal costs incurred by CSPS or the ESOs (including fees and disbursements and costs of any third party) and any administrative costs incurred by CSPS. This obligation shall survive the expiry or other termination of this Agreement.

CSPS and the ESOs agree to indemnify and save harmless the Physician from and against all costs, claims, actions, loss, injury, expense, damages, fines, judgments or recoveries made, brought or recovered against the Physician resulting from any negligence on the part of CSPS, the ESOs or their elected and non-elected officials, employees and agents arising out of or related to this Agreement and such indemnity shall include all legal costs incurred by the Physician (including fees and disbursements and costs of any third party). This obligation shall survive the expiry or other termination of this Agreement.

The ESOs agree to indemnify and save harmless CSPS from and against all costs, claims, actions, loss, injury, expense, damages, fines, judgments or recoveries made, brought or recovered against CSPS resulting from any negligence on the part of the ESOs or their elected and non-elected officials, employees and agents arising out of or related to this Agreement and such indemnity shall include all legal costs incurred by CSPS (including fees and disbursements and costs of any third party). This obligation shall survive the expiry or other termination of this Agreement.

13. Medical Liability Coverage

The Physician shall ensure that he holds coverage for medical liability from the Canadian Medical Protective Association and provide evidence of same upon request of the Chief.

14. Health and Safety

The Physician understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations thereunder and CSPS's Health & Safety policies are to be followed at all times in the delivery of Services in any County facility. CSPS shall be responsible to provide the Physician with copies of applicable County policies.

15. Term

Unless earlier terminated, this Agreement shall have a term commencing on December 1, 2017 and expiring on November 30, 2018. In the absence of notice of termination given at least 90 days before the expiry date, the Agreement shall renew automatically on the same terms and

The Parties may amend the terms of this Agreement in writing, at any time, or at the beginning of a renewal term.

16. Termination

Either Party may terminate this Agreement, without cause or liability, upon 90 days written notice to the other Party. The Physician shall be entitled to payment for Services rendered to the date of termination.

This Agreement shall terminate immediately, without the need for notice upon:

- a. the Physician ceasing to be a member in good standing with the College of Physician and Surgeons; or
- b. the death or inability of the Physician for any reason whatsoever to perform his obligations hereunder.

Upon termination of this Agreement pursuant to (a) or (b) above, the Physician or the estate of the Physician as the case may be shall not be entitled to any further payment except for accrued or unpaid amounts for Services rendered up to the date of termination.

17. Notice

Any demand, notice or other communication to be given in connection with this Agreement, other than routine communication governed by a communication protocol pursuant to Section 5, shall be given in writing and may be given by personal delivery or by registered mail, courier or facsimile transmission, addressed to the recipient as follows:

County:
Attention:
Phone:
Facsimile Number:

Physician:

ESOs:

In accordance with the information provided at Schedule C

or to such other address or facsimile number as may be designated by notice by any Party to the others. Any such notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof; if given by registered mail, on the third day following the deposit thereof in the mail; if by courier, on the second day after delivery to the courier; and if by facsimile transmission, on the same day if sent prior to 4:00 p.m. on a Business Day and on the next following Business day if sent after 4:00 p.m. on any day. If the Party giving any notice knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice shall not be mailed but shall be given by personal delivery, courier or facsimile transmission.

18. Confidentiality

The Physician acknowledges that CSPS and the ESOs are bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and any information or documents provided by either Party to the other may be released pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.58.

The Physician acknowledges that for the purposes of this Agreement, he is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Privacy Act, 2004*, S.O. 2004, c.3, Schedule 4 and other Applicable Law. The Physician agrees that any personal information provided to him by CSPS or the ESOs, or acquired pursuant to this Agreement is being provided or acquired on a confidential basis for the purposes of the Services being provided by the Physician and is protected by the provisions of the applicable legislation. The Physician shall directly collect any personal information that the Physician requires, and obtain the person's written consent prior to disclosing any personal information of that person.

The Physician shall not use, at any time during the term of this Agreement, or thereafter, any of the information acquired by the Physician during the course of carrying out the Services provided for herein for any purposes other than the provision of the Services or such other purposes authorized in writing by CSPS.

Failure to comply with this section will be grounds for immediate termination of this Agreement, at the discretion of the Chief.

19. Human Rights Code

It is a condition of this Agreement that no right under the Human Rights Code or other applicable Human Rights Policy will be infringed. Breach of this condition is sufficient

grounds for termination of this Agreement.

20. Conflict of Interest

The Physician, his employees and agents as the case may be, shall not engage in any activity or provide any Services to CSPS or the ESOs where such activity or the provision of such Services would create an actual or perceived conflict of interest pursuant to this Agreement as may be determined by CSPS.

The Physician, his employees and agents shall disclose to CSPS without delay, any circumstances or actual or potential situation that may reasonably be interpreted as either a conflict of interest or a potential conflict of interest or perceived conflict of interest.

A breach of this section shall entitle CSPS to terminate this Agreement and to avail itself of such additional Remedies as may be available in this Agreement, in law, or in equity.

This Paragraph shall survive the termination or other expiry of this Agreement.

21. Relationship

It is the intent of the Parties that the Physician have the status of independent contractor. The Parties agree that it is not intended by this Agreement that the Physician become or be considered an employee of CSPS or the ESOs for any purpose, including without limitation, for the purposes of the *Income Tax Act*, the *Canada Pension Plan Act*, the *Employment Insurance Act*, the *Workplace Insurance Act*, all as amended from time to time and any legislation in substitution for any of the forgoing.

Nothing in this Agreement shall be read or construed as conferring upon the Physician the status of employee of, or Agent, of, or partner or joint venture with CSPS or the ESOs.

22. Assignment

The Physician shall not assign this Agreement, or any part thereof, without the prior written approval of CSPS which may be withheld in its sole discretion, or may be given subject to such terms and conditions.

23. No Condonation

No condoning, excising, overlooking or delay in acting upon any default, breach or non-observance by the Physician at any time or times by CSPS in respect of any covenant, proviso or condition shall operate as a waiver of CSPS's rights under this Agreement in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted to be done by CSPS except an express waiver in writing.

24. Schedules

All terms and conditions of Schedules A B, and C are incorporated into this Agreement except where they are inconsistent with this Agreement, in which case the Agreement shall prevail.

25. Entire Agreement

This Agreement and the attached Schedules embody the entire Agreement and supercede any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution.

26. Invalidity of Clause

If any provision of this Agreement shall be held to be invalid or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be binding as though such invalid or unenforceable provision had not been included in this Agreement.

27. Rights and Remedies Cumulative

The rights and remedies of the Parties to this Agreement are cumulative and are in addition to and not in substitution for any rights and remedies provided by law or in equity.

28. Parties to Act Reasonably

The parties agree to act reasonably in exercising any discretion, judgment, approval or extension of time, which may be required to affect the purpose and intent of this Agreement.

29. Good Faith

The parties acknowledge to one another that each respectively intends to perform its or his obligations as specified in this Agreement in good faith.

30. Headings

Headings or descriptive words at the commencement of the various sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation upon the scope of the particular section to which they refer.

31. Number and Gender

In this Agreement the use of the singular number includes the plural and *vice versa* and the use of any gender includes all genders.

32. Third Party Observance

The Physician shall take all reasonable measures to ensure that any employees or agents shall be bound to observe the terms of this Agreement.

33. Force Majeure

The parties shall not be liable for any failure to perform their obligations if the non-performance is due to lightning, tempest, explosion, earthquake, Acts of God, mob violence, Acts of the Queen's enemies, strikes, lockouts or labour disruption or any catastrophic cause beyond their control.

34. Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written. An executed copy of this Agreement may be delivered by any party by facsimile.

35. Amendment

This Agreement may be amended at any time by agreement in writing signed by the Physician and CSPS.

36. Binding

This Agreement shall be binding upon the parties and permitted assigns.

IN WITNESS WHEREOF the Parties execute this Agreement effective as of the date first written above.

Michael Feldman

THE CORPORATION OF THE COUNTY OF SIMCOE

Gerry Marshall, Warden

John Daly, Clerk

SCHEDULE "A"

SERVICES

PART 1 - REQUESTED SERVICES

The Physician shall provide the following Services and those necessarily incidental to those identified, on request made by the Chief:

Training / Education Services

Upon request by the Chief, the Physician agrees to:

- a. develop and oversee delivery of programs designed to assist Personnel to improve medical knowledge on topics agreed upon by the Chief and the Physician.
- b. develop and oversee delivery of programs to assist Personnel assigned as clinical training staff, to develop and improve their clinical skills and knowledge.
- c. provide medical oversight for patient care programs that may require medical oversight.

Advice / Consultation Services

On request of the Chief, the Physician agrees to review, provide advice, guidance, recommendations as the case may be, regarding ESO initiatives, standards, programs and policies all with a view to ensuring that all of the foregoing meet or exceed industry standard and assist CSPS and the ESOs in their goals of quality assurance and continuous quality improvement, including, without limitation the following:

- a. CSPS sponsored Public Access Defibrillation Program;
- b. clinical policies and practices related to the delegation of medical acts and other patient care initiatives outside the scope of the Base Hospital oversight;
- c. medical guidelines established for the health and safety of Personnel;
- d. quality assurance/continuous quality improvement programs related to the delivery of medical services outside the scope of the Base Hospital oversight;
- e. practices specific to the potential impact on patient outcomes and the provision of pre-hospital medical care;
- f. patient care initiatives identified or requested through an investigative process that are outside the scope of the Base Hospital;

- g. reports prepared for submission to Council, Committees of Council or the public, regarding services or other matters within the expertise of the Physician; and
- h. applicable literature regarding proposed practices or purchase of medical equipment and patient care equipment being considered for purchase.

PART 2 – DELEGATION OF CONTROLLED ACTS

The Physician agrees to provide the following Delegation Services to Certified Personnel.

For the purposes of this section:

"Certified Personnel" means personnel who hold current and valid certifications awarded through a Certification Program;

"Certification Programs" includes approved training programs, re-certification programs and continuing education programs which have been approved by the Physician or the Chief on behalf of CSPS or authorized by the Province of Ontario, to provide a fixed term certification that successful applicants have received the necessary training and demonstrated the necessary skills to perform specified acts; and

"Controlled Act" means a controlled act within the meaning of the *Regulated Health Professions Act, 1991* and regulations thereunder.

"Designated Training Personnel" means instructors approved by the Physician to instruct Personnel to provide emergency medical care, including Controlled Acts.

The Physician and CSPS have developed Certification Programs to be offered to approved ESO Personnel and consisting of:

- a. a training program leading to a Certificate, which is intended to provide Personnel employed by the ESOs with the skills and knowledge to provide identified acts if necessary during the course of their duties;
- b. a "refresher" program to be taken as indicated by the successful graduates of the certification training program, for re-certification purposes; and
- c. specialized continuing education programs to address issues as requested by CSPS from time to time.

The Physician agrees to work co-operatively with any authorized CSPS representative(s), to engage in regular review of Training and Certification Programs, to update and improve as

necessary with a view to development and maintenance of high quality training and certification programs and to advise CSPS in the event that the Physician identifies a deficiency in the program, whether or not this is part of a scheduled review

The Physician may delegate Controlled Acts as appropriate to the Personnel skill level, when an appropriate program of relevant training and certification (or recertification) has been completed, and a quality assurance program is in place, and when in the best interests of patients.

The Physician agrees to provide the following Services with respect to all Certified Personnel.

The Physician shall:

- a. delegate to Certified Personnel the right to engage in the Controlled Act in accordance with the applicable legislation and guidelines and shall provide written certification of the delegation in a form acceptable to CSPS;
- b. monitor the medical records of persons on whom a medical act, including the Controlled Act, was performed by Certified Personnel for quality assurance purposes;
- c. notify the Chief, in writing, forthwith, of any deficiencies in the performance of a Medical Act, including the Controlled Act, noted by the Physician and advise of any recommended remedial actions, whether or not the deficiencies result in the Physician de-activating or de-certifying the Certified Personnel;
- d. de-activate or de-certify Certified Personnel in the event that the Physician, in his discretion determines the personnel has demonstrated that he or she does not have the necessary skills to perform i Controlled Acts, or for any other reason should not continue to perform such Acts; and
- e. notify the Chief both orally and in writing, forthwith, upon de-activation or de-certification of any Certified Personnel, and no later than 48 hours after such event. Such notice shall include:
 - i. reasons for de-activation or de-certification as the case may be; and
 - ii. recommendations for remedial action or training;

Nothing herein shall require a Physician to continue to delegate the right to perform the Controlled Act to any Personnel where it is otherwise inappropriate to do so.

The use of a defibrillator and/or any other Controlled Act by Personnel constitutes an acknowledgment by the ESOs that they will in all instances follow the Medical Directives as taught and tested by the Physician or Designated Training Personnel and submit documentation as outlined in Schedule B. Failure to follow the Medical Directives constitutes grounds for remediation or revocation of medical delegation as outlined in Schedule B.

SCHEDULE "B"

QUALITY ASSURANCE FRAMEWORK

SCHEDULE "C"

THE EMERGENCY SERVICE ORGANIZATIONS

The _____ of the _____ of _____ (the "ESO") hereby agrees to be bound by all of the terms and conditions of the Medical Director Services Agreement effective as of the ____ day of _____, 20__.

Address:

Attention:

Phone:

Facsimile Number:

IN WITNESS WHEREOF the ESO executes this Agreement by its duly authorized signing Officers in that regard.

[INSERT LEGAL NAME OF ESO]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have authority to bind the corporation.