

Klachkova, Anastasiya (CSC/SCC)

From: Carver Regan (PRA)
Sent: March 1, 2021 3:32 PM
To: Clement Chris (NHQ-AC)
Subject: Biomedical Devices ready for Deployment to CSC from PHAC - draft MOU for review
Attachments: DRAFT Equipment Loan MoU - CSC - Feb.18.21.docx; NESS Biomedical Equipment Allocation Summary - 2021-02-02.docx

Chris – as I had mentioned to you at one of our meetings, PHAC was not purchasing, but rather will be loaning this equipment to CSC on a long term basis. From an email I received, “all equipment being sent out from the NESS are considered a long-term loan at the moment, until a steady state where we may explore the option of transfers. Our primary objective now is to get the supply to where it is most needed.”

Attached is the draft loan agreement for review/signature. A few tips about the form:

I asked PHAC if it would be just 1 agreement for all of CSC, or should we have each region sign off for their equipment? On the number of MoUs required, it was suggested that CSC Legal Services may want to connect with theirs (Rouaida Matar-Chaar, whose email address I have) to determine the best approach for this. PHAC is in a similar situation with ISC and are open to having a flexible approach that makes most sense from the accountability perspective.

An electronic signature is acceptable (others have been converting the document to the PDF and signing it that way) or of course it can be printed, signed and scanned.

PHAC did not designate who should sign the form – so once we determine if we’re consulting with legal etc – we can later determine who will sign off.

CSC will be getting up to 40 IV Pumps (think we might be down to 36 now) and 2 Oxygen Concentrators. All regions are getting equipment, except QUE as they did not request any – I have the specific regional details if you want them.

So, I am essentially ready to let PHAC know we are ready to receive the shipments of equipment. I get the impression the “MOU paperwork” can follow – but of course I didn’t want to get the ball rolling until at least consulting with you about next steps first. Do we want someone from legal to review and get in touch with their legal contact?

Regan Carver

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National Emergency Strategic Stockpile

Equipment Loan Memorandum of Understanding (NESS-CSC-COV-001-V1)

Purpose

The goal of this Equipment Loan Memorandum of Understanding (hereinafter called “MoU”) is to delineate the respective roles and responsibilities of the Public Health Agency of Canada and Correctional Services Canada for the storage, maintenance, deployment and the return of medical equipment loaned to a requesting authority, to protect and preserve assets of national strategic value, in a cost-effective manner.

Between: the Public Health Agency of Canada (hereinafter called “PHAC”).

And: Correctional Services Canada (hereinafter called “CSC”)

Collectively referred to as “the Parties”

WHEREAS PHAC is the owner of the Equipment held within the National Emergency Strategic Stockpile (NESS), and CSC wishes to use the Equipment for a limited period of time;

and WHEREAS PHAC is prepared to loan the Equipment to CSC on certain terms and conditions and CSC is prepared to abide by and accept PHAC’s terms and conditions in exchange for said loan.

NOW, THEREFORE, the Parties agree as follows:

1. Equipment

- 1.1. Equipment means the asset(s) and/or accessories supplied by PHAC to CSC, including those loaned prior to the signature date of this MoU. All loans of equipment are governed by the terms of this MoU.
- 1.2. Associated consumables, that may be provided with the Equipment, are excluded from the terms described in the MoU and are not expected to be returned at the end of use.

2. Term

- 2.1. This MoU will come into effect on the date it is last signed by the Parties (Effective Date) and will continue for a period of time required to continue to respond to the SARS-CoV-2 / COVID-19 or for reasons agreed upon by the Parties, unless it is terminated earlier in accordance with Section 8.

3. PHAC’s responsibilities:

- 3.1. PHAC will provide the Equipment in proper operating condition with associated consumables required for the initial operation of the Equipment, as applicable and based on available stock.
- 3.2. PHAC will arrange for transport and delivery of the Equipment at PHAC’s costs to the address provided by CSC.
- 3.3. PHAC will provide supporting documents, including but not limited to user manuals and information sheets, to CSC and the contact information for manufacturer training on the Equipment.
- 3.4. PHAC will ensure the loaned Equipment is licensed and meets regulatory requirements (including all maintenance performed as per manufacturer requirements).
- 3.5. PHAC will provide all preventative maintenance records at the request of CSC.
- 3.6. PHAC will notify CSC if an end-of-life notice or recall is provided by the manufacturer, and when the scheduled maintenance is due with sufficient advanced notice.

4. CSC’s responsibilities:

- 4.1. CSC will use the Equipment as per its intended use and in compliance with the applicable laws, regulations and guidelines.
- 4.2. CSC shall forthwith notify PHAC as soon as practical of the receipt of the delivery, and if the Equipment is not received in proper operating condition or if there is a malfunction.
- 4.3. CSC must notify PHAC immediately of any incidents that damage the equipment or which put the health and safety of users and/or patients at risk.



- 4.4. CSC is responsible to inform PHAC where the Equipment resides within its jurisdiction, and if there is a change of location.
- 4.5. CSC is responsible for the appropriate storage, transport and warehousing of the Equipment.
- 4.6. CSC is responsible to procure additional accessories and consumables required for use at its own cost.
- 4.7. CSC is responsible to complete all equipment-defined user tests and self checks specified upon receipt and/or transfer of the unit within its jurisdiction in accordance with the manufacturer's recommendations.
- 4.8. CSC is responsible to complete and document all preventative maintenance requirements as indicated by PHAC while the Equipment remains in the care of CSC.
 - 4.8.1. CSC will indicate to PHAC whether any of their personnel has factory training, as required, to maintain the Equipment. If CSC does not have factory training, PHAC will provide the contact information of the manufacturer/supplier, as required.
 - 4.8.2. When CSC completes preventative maintenance on the Equipment, all the related preventative maintenance records will be provided to PHAC upon completion (including, but not limited to, parts used, adjustments or calibrations performed, hours of operation on the unit after the preventative maintenance was completed).
 - 4.8.3. For the duration the Equipment remains in the care of CSC all cost related to preventative maintenance and parts will be at the expense of CSC.

5. Ownership

- 5.1. CSC acknowledges no ownership interest in the Equipment nor shall any ownership arise of the Equipment be created, for any reason whatsoever, pursuant to this MoU.

6. Return of the Equipment

- 6.1. PHAC reserves the right to recall the Equipment. Upon receipt of a request from PHAC to return the equipment, CSC shall return the Equipment to PHAC within thirty (30) calendar days of the receipt of the request.
- 6.2. CSC shall have the right to return the Equipment loaned under this MoU prior to expiration or termination of this MoU. Prior to the return of the Equipment, CSC will notify PHAC in writing.
- 6.3. Upon the return of the Equipment, or upon expiration or termination of this MoU as provided herein, or earlier at the direction of PHAC, CSC shall, at its own costs, arrange for transport to return and surrender possession of the Equipment to PHAC in the same condition in which it was received; reasonable wear and tear excepted.
- 6.4. PHAC will have thirty (30) calendar days following receipt of the Equipment to inspect the Equipment and notify CSC in writing of any concern (including, but not limited to, visible damage to equipment and accessories including batteries, issues with functionality of the equipment such as failure of self tests, missing accessories including, but not limited to, original shipping packing or air worthy shipping cases, equipment trolleys). If no concern was provided by PHAC within that thirty (30) calendar day period CSC will be discharged of any of its obligations and liabilities under this MoU. If concerns are raised, the parties will work together to address them.
- 6.5. Prior to the return of the Equipment, CSC must clean and disinfect the Equipment as per its protocols and procedures and provide a written acknowledgement to PHAC of doing so.
 - 6.5.1. A label, indicating that the Equipment has been cleaned and disinfected must be affixed to the asset(s) and must clearly identify the name of the person who cleaned and disinfected the Equipment and the date this task was completed.
 - 6.5.2. CSC must identify the serial number any Equipment, cleaned and disinfected, which was used in the provision of care to a patient or within the vicinity of a patient.

7. Warranties

- 7.1. The Equipment is provided on an "AS IS" basis. PHAC 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 CSC use of the Equipment, including with respect to any



results obtained using the Equipment.

8. Termination and Amendments

- 8.1. Either Party may terminate this MoU upon delivery of a written thirty (30) calendar days notice to the other Party or immediately by mutual written consent of the Parties. Upon termination or expiration of this MoU, CSC shall at its own cost, promptly return the Equipment to PHAC.
- 8.2. All amendments to this MoU are to be made in writing and signed by both Parties.

9. General

- 9.1. This MoU shall be governed by, interpreted and enforced in accordance with the laws in force in Ontario and the laws of Canada applicable therein.
- 9.2. The parties shall not assign, transfer or extend the MoU without the prior written consent of the other party.
- 9.3. This MoU, sets forth the entire understanding between the Parties with respect to its subject matter, supersedes, and cancels all prior, understandings, negotiations and discussions, both oral and written, between the Parties.

10. Representatives

All communications to PHAC shall be addressed to:

Name: Anastasia Rogaeva

Position: Manager

Address: 100 Colonnade Road, Ottawa, Ontario, Canada K1A 0K9

Telephone: (343) 572-4095

All communications to CSC shall be addressed to:

Name:

Position:

Address:

Telephone:

11. This MoU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Signatures on following page.



In witness whereof, the Parties have executed this MoU as of the Effective Date.

Correctional Services Canada

Her Majesty the Crown in Right of Canada

By _____

By _____

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Proposed Proactive Allocation of Biomedical Equipment

The table below demonstrates the first phase of proactive allocation plans of biomedical equipment, further allocations will be considered on receipt of further deliveries and/or procurements.

Of note: No biomedical device requirements have been received from Ontario to date.

Jurisdictions	Device Type								
	Infusion Pump	Oxygen Concentrator	High-Flow Oxygenation Device	ECMO	Glidescope	Ventilators	Cardiac Monitors	Pulse Oximeters	Thermometers
NL	100	0	0	1	0	35	4	0	0
PE	0	0	5	0	1	6	0	5	5
NB	50	0	15	0	0	40	2	0	0
NS	520	0	12	1	0	107	0	0	0
QC	200	0	30	0	15	50	0	0	0
ON									
MB	0	0	100	3	0	211	0	0	0
SK	250	0	20	0	0	0	0	0	0
AB	0	0	0	0	25	20	5	0	0
BC	0	12	0	0	0	325	0	0	0
YT	30	8	10	0	0	3	0	0	0
NT	5	0	0	0	1	2	0	0	0
NU	0	0	0	0	4	5	0	0	0
ISC	396	12	123	0	125	28	9	23	57
DND	80	0	0	0	0	19	0	0	0
CSC	40	2	0	0	0	0	0	0	0
TOTAL	1,671	34	580	5	171	950	20	28	62
NESS Holdback¹	7,040	0	0	9	47	4,892	0	0	0

¹ The NESS hold-back is calculated based on current quantities available for deployment.