

Ontario Ventilator Stockpile Allocation Sign-Back Agreement for Requesting Hospitals

To be completed by each hospital site requesting ventilator(s)

On behalf of the hospital, I acknowledge that our organization will receive 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 Approved	Asset Tag Number(s)
PB840 Ventilator		
Avea Ventilator		
Evita XL Ventilator		
Bella Vista Ventilator		
HT 50 Transport Ventilator		
Servo-n Ventilator (Neonatal)		
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.

CEO/Delegate Name (at Requesting Hospital)

Signature (Not Required)

Email/Phone Contact

Date (click to enter a date)

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

1. Local Host Hospital
2. CritiCall By Fax: (905) 388-6377 and by email: Vent_Distribution@criticall.org
3. CCSO via email: 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;
 - “LHIN” means the relevant local health integration network established or continued under the Local Health System Integration Act, 2006.
 - “Critical Care LHIN Lead” means the individual designated as such by the Ministry and the LHIN from time to time.
 - “Province” means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care; and
 - “Ventilators” shall mean the ventilators and any associated equipment, including humidifiers, loaned to the Hospital hereunder.
2. The Hospital acknowledges that it should not have access to the Ventilators 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 Critical Care LHIN Lead and the Hospital Delegate.
 - The Hospital will actively participate in any pre-determined ventilator-sharing plan that may be in place within its LHIN and/or among the hospital and other partner hospitals.
 - The Critical Care LHIN Lead will identify potential equipment that can be made available to the Hospital by other institutions within the LHIN.
 - The Critical Care LHIN Lead will notify the Province prior to authorizing the deployment of Ventilators 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 upon receipt and as requested by the Province, and will perform and document the results of the following tests prior to 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 Respiratory Therapy Department
4. Each Ventilator will have an asset tag attached which will be utilized as 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 anyway.
5. The Ventilators 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 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 by the Province.

6. If the Province requests that the Hospital return the Ventilators, or if the Hospital determines that it no longer requires the Ventilators, the Hospital shall return the Ventilators 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 by other hospitals. For greater certainty, the Hospital shall return the Ventilators with reusable 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 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 to the Province upon request of the Province and shall grant the Province or its authorized representative(s) access to the Ventilators, 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 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.
9. The Hospital shall promptly notify the Province of any malfunctions of or damage to the Ventilators 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. Subject to any applicable warranty protection that may be available to the Province in connection with the Ventilators, the Hospital shall be liable to the Province for any loss, theft or damage of or to the Ventilators 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 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 her Majesty the Queen in right of Ontario, her 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.