

**AGREEMENT ADDENDUM**

**THIS AGREEMENT ADDENDUM** (this "Addendum Agreement") is dated for reference the 21 day of April, 2016 (the "Effective Date").

**BETWEEN:**

British Columbia Emergency Health Services, a body corporate duly incorporated by Act of the Legislature of British Columbia, and having its head office at 2261 Keating Cross Road, Saanichton, BC V8M 2A5

("BCEHS")

**AND:**

Salt Spring Island Fire Protection District, an Improvement District having an office at 105 Lower Ganges Road, Salt Spring Island, BC V8K 1T1

(the "Local Government")

(together the "Parties" and each a "Party")

**WHEREAS:**

- A. The Local Government has operated and continues to operate Salt Spring Island Fire/Rescue and has certain employees or volunteer members who are licensed as First Responders under the provisions of the *Emergency Medical Assistants Regulation*, B.C. Reg. 562/2004.
- B. The Local Government and BCEHS are parties to a consent agreement dated 28 July 2009 (the "Consent Agreement") and are currently negotiating the terms of a collaboration agreement which, once effective, will supersede and replace the current agreement.
- C. While such negotiations are ongoing, the Local Government wishes to qualify certain of its First Responders to be able to administer the narcotic antagonist naloxone, without delay, in the interests of public safety;
- D. Section 10 of the *Emergency Medical Assistants Regulation* was recently amended to allow EMA FRs and EMRs to dispense naloxone, provided their license is appropriately endorsed therefor, and provided that the drug will not be dispensed or administered to an individual except in accordance with the direction of a medical practitioner who is an employee or agent of BCEHS.

**NOW THEREFORE**, in consideration of the premises, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties agree as follows:

**1. Definitions**

- (a) **"EMA FR Additional Services"** means the dispensing and administering of a narcotic antagonistic drug in accordance with the section 10 of the Regulation by the holder of a license in the category EMA FR (as defined in the Regulation) with the required license endorsement;
- (b) **"First Responder"** means an individual who, at the time the EMA FR Additional Services are provided, is licensed in British Columbia as an EMA FR (as defined in the Regulation) with an endorsement permitting that individual to dispense and administer narcotic antagonistic drugs in accordance with the Regulation, and who is employed by, contracted to or a volunteer to the Local Government; and
- (c) **"Regulation"** means the Emergency Medical Assistants Regulation, B.C. Reg. 210/2010, as amended by the Ministerial Order No. \_\_\_ dated January 6, 2016.

**2. Amendment to Consent Agreement**

Paragraph 6 (b) of the Consent Agreement is amended as follows:

- (a) By deleting the words "in Schedule 1 and Schedule 2" such that subparagraph 6(b) reads:
- (b) as specified in the Regulation for the Category EMA FR regardless of the Category in which the Emergency Medical Assistant is Licensed.

**3. Medical Oversight**

With respect to the provision of EMA FR Additional Services by its First Responders, the Local Government will at all times operate under a medical oversight program delivered by BCEHS or a third party medical oversight program approved by BCEHS to ensure that the Local Government's First Responders have appropriate access to the direction of a medical practitioner as required by Section 10(6) of the Regulation.

**4. Medical Supplies**

The Local Government acknowledges that, unless otherwise agreed in writing between BCEHS and the Local Government, the Local Government will be responsible for the provision of all medical supplies required by the Local Government for the provision of the EMA FR Additional Services for the term of this Addendum Agreement.

**5. Scope of Indemnity**

Paragraph 8.2 of the Consent Agreement is amended as follows:

- (a) By removing the period after subsection e and substituting a semi-colon and adding the word "or" and

(b) By adding, as subsection (f) the words: "(f) the provision by a First Responder of EMA FR Additional Services as defined in the Agreement Addendum dated \_\_\_\_\_, 2016.

**4 Term and Termination**

This Addendum Agreement will be in effect until the earlier of: (a) the termination of the Consent Agreement; or (b) six months from the Effective Date; in the latter case the Consent Agreement shall remain in effect unamended by the terms of this Agreement Addendum.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement Addendum the day and year first written.

**BC EMERGENCY HEALTH SERVICES**

Per:

  
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Authorized Signatory

Nancy Kotani

**SALT SPRING ISLAND FIRE PROTECTION DISTRICT**

Per:

  
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Authorized Signatory

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