

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”) is made as of the 15th Day of November, 2022 (the “**Effective Date**”),

BETWEEN

SASKATCHEWAN HEALTH AUTHORITY

a not-for-profit body corporate continued pursuant to
The Provincial Health Authority Act (Saskatchewan)
having its head office at
Saskatoon City Hospital
701 Queen Street
Saskatoon, Saskatchewan S7K 0M7
(hereinafter, “**SHA**”)

AND

**THE CITY OF SASKATOON FIRE DEPARTMENT
OPERATING AS A DIVISION OF THE CITY OF SASKATOON**

a city continued pursuant to
The Cities Act (Saskatchewan)
having an office at
222 - 3rd Avenue North
Saskatoon, Saskatchewan S7K 0J5,
(hereinafter, the “**Saskatoon Fire Department**”)

WHEREAS SHA is mandated under *The Provincial Health Authority Act* (Saskatchewan) to promote health wellness services, including the provision of harm reduction services to the residents of the Province of Saskatchewan;

WHEREAS SHA and the Saskatoon Fire Department share a common goal of improving the health for residents of the Province of Saskatchewan. Through the collaboration on a pilot project, SHA and the Saskatoon Fire Department intend to partner employees of each organization as part of an Overdose Outreach Team (the “**Overdose Outreach Team**”) to provide overdose outreach, follow-up care, and harm reduction services (the “**Services**”) to individuals in the City of Saskatoon;

AND WHEREAS the Saskatoon Fire Department has agreed to provide the Services to SHA in accordance with the terms and conditions set out in this Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto, intending to be legally bound, agree upon the following terms and conditions:

1. SCHEDULES

The following Schedules are attached to, and are incorporated into as an integral part of, this Agreement

- (a) Schedule "A" – Services
- (b) Schedule "B" – Charges and Payments
- (c) Schedule "C" – Confidentiality Agreement for External Partners

2. DEFINITIONS

Wherever used in this Agreement, unless otherwise specified herein, the following words and terms shall have the respective meanings ascribed to them as follows:

- 2.1 **"Confidential Information"** means, subject to section 9.5 hereof, any information or data that are of a confidential nature relating to the business and affairs of SHA, or of its respective employees, agents and clients, whether identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, and shall include all SHA software, personal information and personal health information, and all copies and summaries made of, or excerpts, extracts or new information created by any party and derived from, such Confidential Information.
- 2.2 **"HIPA"** means *The Health Information Protection Act* (Saskatchewan), and the regulations such as such legislation might be amended, supplanted or replaced from time to time.
- 2.3 **"LAFOIP"** means *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and the regulations thereto, as such legislation or regulations might be amended, supplanted, or replaced from time to time.
- 2.4 **"Party"** means either SHA or the Saskatoon Fire Department, and **"Parties"** means both of them collectively.
- 2.5 **"personal health information"** or **"PHI"** means health-related information about an identifiable individual and includes the meaning given to that term in *The Health Information Protection Act* (Saskatchewan), and the regulations thereto, as such legislation or regulations might be amended, supplemented or replaced from time to time.

- 2.6 **“personal information”** or **“PI”** means any information about an identifiable individual and includes the meaning given to that term in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), and the regulations thereto, as such legislation or regulations might be amended, supplemented or replaced from time to time.
- 2.7 **“Project Lead”** means the Director of Mental Health and Addictions Services of SHA, or delegate, assigned by SHA to act as a liaison on day-to-day administrative matters between SHA and the Saskatoon Fire Department.
- 2.8 **“Requirement of Law”** means any applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either the Agreement or the Services, or any part of them.
- 2.9 **“Saskatoon Fire Department Employee”** means any employee of the City of the Saskatoon Fire Department, acting as a member of the Overdose Outreach Team, and providing the Services to SHA Clients as defined or described in accordance with Schedule “A”.
- 2.10 **“SHA Client”** means an individual who is receiving health care services, including from SHA pursuant to this Agreement.
- 2.11 **“SHA Employee”** means any employee of SHA, acting as a member of the Overdose Outreach Team, providing the Shared Services to SHA Clients as defined or described in accordance with Schedule “A”.
- 2.12 **“SHA Facility”** or **“SHA Facilities”** means the health care facilities operated by the SHA, or any one of them, as context requires.
- 2.13 **“SHA Obligations”** means the actions, activities and obligations to be performed, undertaken or complied with by SHA as set forth in section 7.3 and Schedule “A”, and includes any services, functions, or responsibilities not specifically described in this Agreement but which might be required for SHA’s performance, undertaking or compliance of any actions, activities and obligations.
- 2.14 **“Services”** means the services and activities to be performed by the Saskatoon Fire Department as are set forth in Schedule “A” and includes any services, functions, or responsibilities not specifically described in this Agreement but which might be required for the proper performance and provision of the Services by the Saskatoon Fire Department.

3. SERVICES

- 3.1 **Retention:** SHA agrees to retain the Saskatoon Fire Department and to have them perform the Services, in accordance with the terms and conditions set forth in this Agreement. The Saskatoon Fire Department agrees not to provide or perform any work for SHA pursuant to this Agreement other than the Services without the prior written consent of SHA.
- 3.2 **SHA Facility Access:** SHA agrees to provide Saskatoon Fire Department Employees with appropriate access to the common and appropriately designated SHA Facility spaces which may be required for the purposes of delivering the Services by the Overdose Outreach Team.

4. TERM AND TERMINATION

- 4.1 **Term:** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall end on **May 15, 2023** unless sooner terminated as provided for herein, or as might be extended with no fewer than thirty (30) days’ written notice by either Party, or the mutual written agreement of the Parties. The terms of this Agreement shall continue to apply, *mutatis mutandis*, during any period of extension unless otherwise agreed in writing by the Parties.
- 4.2 **Termination With Notice:** Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement at any time, with cause, by giving no fewer than thirty (30) days’ written notice to the other Party.

Additionally, SHA may at any time, in its sole discretion, terminate this Agreement by written notice to the Saskatoon Fire Department in the event that SHA is of the opinion that the performance of the Services, or the performance of the Saskatoon Fire Department Employee is unsatisfactory, inadequate or improper.

- 4.3 **Services Past Term:** The Parties recognize that Services may continue to be provided and Payments for such Services made, in keeping with the terms of this Agreement, beyond the Term, pending negotiation of a new agreement. In such event, the Parties agree that in the absence of a notice of termination, the Parties will continue to operate in accordance with the terms of this Agreement, *mutatis mutandis*, subject always to the Term and termination provisions of this Agreement, which survive the Term of this Agreement.
- 4.4 **Early Termination:** In the case of early termination for any reason, SHA shall fully reimburse the Saskatoon Fire Department for all Services satisfactorily performed up to and including the effective date of such termination. Such payment will fully and completely relieve and discharge SHA from any further liability to the Saskatoon Fire Department pursuant to this Agreement.

4.5 **Survival:** This Article 4 shall survive the expiration or termination of this Agreement.

5. PAYMENTS

5.1 **Payment for Services:** In consideration of the performance of the Services by Saskatoon Fire Department, including any other obligations pursuant to this Agreement or as described in Schedule “A”, SHA shall pay Saskatoon Fire Department the payments (the “Payments”) as specified in Schedule “B”, attached hereto.

5.2 **Conditions of Payment:** All payments to the Saskatoon Fire Department pursuant to this Agreement including the Payments are subject to the following conditions:

- (a) that the amounts are payable according to the terms of this Agreement;
- (b) that, if requested by SHA, the Saskatoon Fire Department submits a suitably detailed invoice for the Services as described in Schedule “A” attached hereto, allowing SHA to determine:
 - (i) the Services provided by the City for which Payments are being requested to be paid, and
 - (ii) pre-authorized expenses, if any, for which reimbursement is being requested are submitted in accordance with SHA Expense Reimbursement Policy; and
- (c) that the Services are performed to the satisfaction of SHA.

5.3 **No Other Payments:** Other than the Payments, SHA shall not be responsible for the payment or reimbursement of any other monies, charges, fees or expenses to, for or on behalf of Saskatoon Fire Department with respect to the Services including, but not limited to, liability insurance and benefit plans (including income taxes, pension, disability insurance, life insurance or dental or extended health care plans), workers’ compensation or any such similar employment-related expenses and Saskatoon Fire Department expressly indemnifies and saves SHA harmless for all such costs.

5.4 **Approval of Invoice:** If the Saskatoon Fire Department provides an invoice pursuant to sub-section 5.3(b), SHA shall approve or reject each such invoice within fifteen (15) Business Days of receipt. If SHA rejects any such invoice, SHA shall so advise the Saskatoon Fire Department promptly in writing and the Saskatoon Fire Department shall provide such additional substantiation or other documentation as might be required by SHA. Each such invoice that is approved by SHA shall be paid within thirty (30) days of approval.

6. RELATIONSHIP OF THE PARTIES

6.1 **Independent Saskatoon Fire Department:** The relationship of the Parties in this Agreement is that of independent entities. The Parties have not entered into any partnership, joint venture, agency or employment agreement and nothing in this Agreement will be construed so as to establish a partnership, joint venture, agency or employment relationship between them. Neither Party has, nor will either Party hold itself out as having, any power, right or authority, whether express or implied, to bind the other Party except only insofar as is provided for in this Agreement.

7. COVENANTS OF THE PARTIES

7.1 **Consents and Approvals:** Both SHA and the Saskatoon Fire Department represent and warrant that they have obtained all authorisations, consents, permits and approvals required from any governmental authority or regulatory body in connection with the performance of its obligations under this Agreement

7.2 **Saskatoon Fire Department Obligations:** The Saskatoon Fire Department covenants as follows:

- (a) it will fully comply with the Services, and operational responsibilities of The Saskatoon Fire Department as defined in Schedule "A";
- (b) it will ensure the compliance by all Saskatoon Fire Department Employees involved in the provision of the Services with following:
 - (i) if required, maintain good standing and appropriate licensure, or membership with their professional regulatory body, or regulatory college, if required to perform duties or responsibilities as part of their employment in the Province of Saskatchewan. SHA is not responsible for any professional dues, costs, or other expenses associated with the registration, licensing or certification of personnel employed by the Saskatoon Fire Department;
 - (ii) has had a criminal record check, satisfactory to the Saskatoon Fire Department and vulnerable persons check no older than six (6) months before their date of employment with the Saskatoon Fire Department;
 - (iii) all Saskatoon Fire Department Employees providing the Services will complete any necessary Occupational Health and Safety training, or specific workplace training mandated in *The Occupational Health and Safety Regulations, 2020* (Saskatchewan), SHA is not responsible for any

costs associated with the occupational health and safety training or certification of The Saskatoon Fire Department Employees; and

- (iv) in carrying out the Services, the Saskatoon Fire Department shall ensure that all of the Saskatoon Fire Department Employees comply with all SHA policies, procedures, protocols, rules, regulations and work standards, including those which are outlined in Schedule “A”, and those which are announced or updated from time to time during the term of the Agreement;
- (c) comply with all applicable laws, regulations, bylaws, or codes which may apply to the provision of the Services including, but not limited to *The Saskatchewan Employment Act* (Saskatchewan), *The Workers’ Compensation Act, 2013* (Saskatchewan), and *The Occupational Health and Safety Regulations, 2020* under *The Saskatchewan Employment Act*; and
- (d) ensure that all Saskatoon Fire Department Employees are covered for workers’ compensation under *The Workers’ Compensation Act, 2013* (Saskatchewan).

7.3 SHA Obligations: SHA covenants as follows:

- (a) it will fully comply with and provide the operational responsibilities of SHA as defined in Schedule “A”;
- (b) it has exclusive responsibility over and authority for the care, treatment and safety of all SHA Patients in the Province of Saskatchewan in the SHA Facilities and that SHA Patient care responsibilities supersede all others;
- (c) it will provide the Saskatoon Fire Department with all necessary information on SHA policies, procedures, regulations and guidelines as might be relevant to the Saskatoon Fire Department’s obligations, or the performance of the Services as described in Schedule “A”;
- (d) provide Saskatoon Fire Department Employees with necessary orientation specifically to SHA’s rules, regulations, policies and procedures as necessary; and
- (e) it will conduct inspections, audits and evaluations from time to time to assess the quality of work performed by Saskatoon Fire Department Employees, as a Overdose Outreach Team and provide the results of all such inspections, audits and evaluations to the Saskatoon Fire Department in a timely manner.

7.4 **Validly Existing:** The Parties each represent and warrant to each other that as of the Effective Date of this Agreement, and at all times during the Term of this Agreement, each is, and will continue to be, duly constituted, in good standing, and validly existing under the laws of the Province of Saskatchewan.

8. INTELLECTUAL PROPERTY

8.1 **Trademarks, Trade Names and Copyrights:** Nothing in this Agreement shall be construed as granting either Party any right or licence to use or publish any trademark or trade name owned by the other Party, or any material which is subject to copyright owned by such other Party.

8.2 **Consent Required:** Neither Party shall refer to any trademark or trade name of the other Party in any materials (including any media releases) which might be prepared, distributed, published or used for the purposes of promotion, advertisement or prospecting for new clients, except with the express prior written consent of such other Party, which consent shall not be unreasonably withheld.

8.3 **Publicity and Publication:** Notwithstanding section 8.2, the Saskatoon Fire Department shall not make use of its association with SHA without the prior written consent of SHA. Without limiting the generality of the foregoing, the Saskatoon Fire Department shall not, among other things, at any time communicate with the media, either directly or indirectly, on any matter in relation to this Agreement unless it has first obtained the express written consent of SHA to do so.

8.4 **Survival:** This Article 8 shall survive the expiration or termination of this Agreement.

9. CONFIDENTIAL INFORMATION

9.1 **Confidential Information:** In order to perform the Services, each Party might, from time to time, have access to Confidential Information of the other Party. Each Party agrees that it shall:

- (a) receive and maintain Confidential Information in confidence and shall use the same standard of care to protect the Confidential Information that it uses to secure its own confidential information of a similar nature but, in any event, no less than a reasonable standard of care;
- (b) use Confidential Information solely for the purpose of delivering the Services;
- (c) use personal health information only in accordance with *The Health Information Protection Act* (Saskatchewan), and personal information only in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan);

- (d) not disclose any Confidential Information to any third party;
 - (e) keep such Confidential Information separate and apart from other information and not combine such Confidential Information with any other information; and
 - (f) promptly return to the other Party all such Confidential Information of the other Party once it is no longer required for the purpose of delivering the Services and in any event no more than thirty (30) days after the termination or expiration of this Agreement.
- 9.2 **Ownership:** Each Party acknowledges that the disclosing Party shall at all times be and remain the owner of all Confidential Information disclosed by such Party, and that the Party to which such Confidential Information is disclosed may use such Confidential Information only in furtherance of the purposes of, or to meet its obligations pursuant to, this Agreement.
- 9.3 **Protections:** Each Party shall establish and maintain, and warrants that it has so established, all facilities, policies and procedures as might be necessary in order to ensure the safekeeping of all Confidential Information in its possession and to ensure the Confidential Information is protected from any unauthorised access, disclosure, use, alteration, loss or destruction. Such arrangements shall include, without limitation, reasonable technical, physical and administrative safeguards.
- 9.4 **Safeguarding:** Each Party shall accept accountability for all activities relating to the use and safeguarding of passwords, user IDs, clearance badges, access cards and all other codes and devices of any kind whatsoever assigned to it that allow access to Confidential Information.
- 9.5 **Exclusions:** Confidential Information shall not include:
- (a) information which is or becomes generally available to the public without fault or breach on the part of either Party of any duty of confidentiality owed by either Party or any third party;
 - (b) information which can be demonstrated to have been rightfully obtained by such Party without any obligation of confidentiality from a third party having the right to transfer or disclose free of any obligation of confidentiality;
 - (c) information which can be demonstrated to have been rightfully known to, or in the possession of, such Party at the time of disclosure, without any obligation of confidentiality; and

- (d) with the exception of personal information and personal health information, information which has been independently developed by either Party prior to the Effective Date as demonstrated by written evidence.
- 9.6 **Unauthorised Disclosure or Use:** In the event either Party makes an unauthorised disclosure or use of Confidential Information, or otherwise deals with Confidential Information in a manner which violates this Agreement, or either Party suspects that Confidential Information might have been compromised, such Party shall immediately notify the other Party of the disclosure or dealing and shall take all reasonable steps, at its own expense, as might be necessary to minimize the adverse impact on the other Party and on any third party, and to prevent any further disclosure or dealing of Confidential Information. For greater certainty, notwithstanding any such unauthorised disclosure or dealing, the Parties and any employees or other personnel shall continue to treat all such information as confidential in accordance with the provisions of this Agreement.
- 9.7 **Required Disclosure:** If either Party receives or becomes aware of any requirement that it, or someone acting on its behalf, might or will be required to disclose any Confidential Information, it shall promptly notify the other Party of the requirement so that the Parties may seek, at their option, a protective order or take any such other action as they might deem appropriate. The Parties shall disclose only that portion of the Confidential Information as might be legally required of them to be disclosed.
- 9.8 **Overriding Legislation:** Notwithstanding anything contained in this Agreement, the Parties acknowledge that this Agreement is subject, *inter alia*, to the provisions of *The Health Information Protection Act* (Saskatchewan), *The Freedom of Information and Protection of Privacy Act* (Saskatchewan), *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), and *The Provincial Health Authority Act* (Saskatchewan).
- 9.9 **Personal Health Information:** The Parties hereby acknowledge that SHA is a trustee and a custodian of all personal health information. SHA will have custody and control of all personal health information collected for the purposes of the Services. SHA will be trustee of the personal health information for the purposes of the *Health Information Protection Act* (Saskatchewan). The Parties further agree to collect, use or disclose personal health information only for as allowed under *The Health Information Protection Act* (Saskatchewan).
- 9.10 **Survival:** This Article 9 shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION AND INSURANCE

10.1 **Indemnity:** Each of the Parties agree to indemnify and save the other Party harmless from all claims, actions, losses, costs, expenses, judgments and damages of any kind, including those on account of injury to persons, including death, or damage to property, in any way caused by the acts or omissions of the indemnifying Party, its servants, agents, employees or any other person for whom it is at law responsible related to or arising out of the operations, activities, programs or other matters to which this Agreement pertains, together with all legal expenses and costs incurred by the indemnified Party in defending any legal action pertaining to the above. The indemnifying Party agrees that it shall cooperate with the indemnified Party in the defence of any such action, including providing the indemnified Party with prompt notice of any such action and the provision of all material documentation. The indemnifying Party further agrees that the indemnified Party has the right to retain its own counsel to conduct a full defence of any such action.

10.2 **Insurance:** During the Term of this Agreement, each Party shall maintain in full force and effect the following insurance coverages:

- (a) commercial general liability insurance for a minimum of two million dollars (\$2,000,000.00) for any one occurrence. Such insurance shall add the other Party as an Additional Insured, but only with respect to this Agreement and shall include the following:
 - (i) products and completed operations;
 - (ii) personal injury, including death;
 - (iii) cross liability; and
 - (iv) no fewer than thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy;
- (b) professional liability and errors & omissions insurance in the minimum limit of liability of two million dollars (\$2,000,000.00) for any one occurrence. Such insurance shall include no fewer than thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- (c) any other professional insurance required by law or which either Party considers necessary to cover any risks it may assume as a result of entering into this Agreement.

Each Party shall provide the other Party with proof of all such insurance satisfactory to the other Party upon request. The foregoing insurance shall be primary, shall be placed with insurers licensed to do business in Saskatchewan, and shall not require the sharing of any loss by any insurer of the other Party.

Each Party shall provide the other Party with proof of all such insurance satisfactory to the other Party upon request. The foregoing insurance shall be primary, shall be placed with insurers licensed to do business in Saskatchewan, and shall not require the sharing of any loss by any insurer of the other Party.

10.3 **Survival:** This Article 10 shall survive the expiration or termination of this Agreement.

11. CONFLICT OF INTEREST

11.1 **Conflict of Interest:** Neither Party shall undertake any contractual arrangements with another third Party which may actually or potentially create a conflict of interest with the provision of Services to the other Party without having first disclosed to the other Party the actual or potential conflict of interest.

11.2 **Duty to Prevent Conflict:** Notwithstanding section 11.1, both Parties agree to avoid any conflict of interest in the performance of their contractual obligations under this Agreement. Each Party shall immediately notify the other should any real, potential or perceived conflict of interest arise or come to either Party's attention. Each Party shall promptly provide the other with details of such conflict of interest, and shall endeavour to resolve such real, potential or perceived conflict of interest to the full satisfaction of the other Party.

11.3 **Disputes:** The Parties agree to make best efforts between them to resolve any disputes that relate to the terms and conditions of this Agreement. If a dispute arises, the Parties agree that, unless otherwise stated in this Agreement, they shall continue to perform their respective obligations under this Agreement until such time as the dispute has been resolved or such obligation has expired by reason of the termination or expiry of this Agreement.

11.4 **Survival:** This Article 11 shall survive the expiration or termination of this Agreement.

12. MISCELLANEOUS

12.1 **Interpretation of Headings:** The Article and section headings used in this Agreement are for convenience of reference only and in no manner modify or interpret, or shall be used to construe, this Agreement. Words in the singular include the plural and words in the plural include the singular if the context so requires. References to any one gender shall include references to both genders and the neuter gender if the context so requires.

12.2 **Amendment:** This Agreement may be amended only by a written instrument clearly identified as an amending agreement and duly executed in writing by the Parties hereto. No revisions to this Agreement shall be binding or shall be carried out in the absence of such an amending written instrument.

12.3 **Notices:** Any notice or other communication required or contemplated by this Agreement shall be in writing and will be effective if delivered by hand to an authorised representative of the other Party, or if sent by registered mail, or if sent by e-mail transmission to the other Party at the address of such other Party as set out below:

(a) If to SHA:

Saskatchewan Health Authority
Royal University Hospital
103 Hospital Drive
Saskatoon, Saskatchewan S7N 0W8

Attention: Nicole Schumacher
Director, Mental Health & Addiction Services
Email: nicole.schumacher@saskhealthauthority.ca

with a copy to:

Saskatchewan Health Authority
Attention: Director, Contract Management, CPSM
E-mail: contract.management@saskhealthauthority.ca

(b) If to the City of Saskatoon, Saskatoon Fire Department:

City of Saskatoon
Saskatoon Fire Department
125 Idylwyld Drive South
Saskatoon, SK S7M 1L4

Attention: Morgan Hackl, Fire Chief
Email: morgan.hackl@saskatoon.ca

12.4 **Address Changes:** The address of either Party may be changed by notice in the manner as set out in section 12.3. Any notice, request, direction or other communication shall be deemed to have been given:

- (a) if by hand delivery, on the date of delivery;
- (b) if by registered mail, two (2) calendar business days after the sending thereof; or
- (c) if by e-mail, the next calendar business day following the date of transmission.

- 12.5 **Entire Agreement:** This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties in respect of the subject matter hereof and supersedes all prior agreements, prior draft versions of this Agreement, and all negotiations or proposals, written or verbal, relating to the Services. There are no undertakings, representations or promises, express or implied, other than those expressly contained in this Agreement. In the event of any conflict or inconsistency between the Schedules attached hereto and the rest of this Agreement, the provisions of the rest of this Agreement shall prevail.
- 12.6 **Assignment:** Neither this Agreement, nor any rights or obligations hereunder, may be assigned in any manner by either Party without the express prior written consent of the other Party.
- 12.7 **Waiver:** No waiver of any rights under this Agreement shall be effective unless it is in writing and duly executed by the Party waiving its rights and no waiver shall be deemed a waiver of any prior or subsequent default hereunder unless specifically stated so in such written waiver.
- 12.8 **Severability:** If any provision, term, condition, sentence or part of a sentence of this Agreement, or the application thereof to the Parties or to any person or circumstance, is or becomes illegal, invalid or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions, terms, conditions, sentences and parts of sentences shall remain in force and be binding upon the Parties as though such illegal, invalid or unenforceable provision, term or condition had not been included.
- 12.9 **Force Majeure:** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent that such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, rebellion or revolution, pandemic, epidemic, quarantine, embargo or other government action, or any other cause beyond the reasonable control of such Party, providing that the non-performing Party is without fault in causing such failure or delay, and such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans, or other means.

The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans either to materially mitigate or to negate the effects of such event.

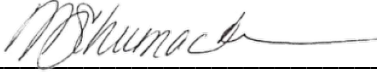
- 12.10 **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan, and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Parties agree to attorn to the exclusive jurisdiction of the courts of Saskatchewan, and to any court having appeal jurisdiction therefrom, in respect of any dispute or matter arising out of, or relating to, this Agreement.
- 12.11 **Time of Essence:** Time shall be of the essence of this Agreement.
- 12.12 **Currency:** Unless otherwise expressly stated, all monetary amounts described or referred to in this Agreement are in the lawful currency of Canada and all payments shall be made in Canadian dollars.
- 12.13 **Enurement:** This Agreement shall be binding upon and enure to the benefit of both Parties and their respective legal successors, executors, administrators and assigns, as permitted by this Agreement.
- 12.14 **Further Assurances:** The Parties agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and other things as, from time to time, might be reasonably necessary or desirable to give effect to this Agreement and the obligations of the Parties hereunder. Whenever the agreement or consent of a Party is required to achieve the substance of this Agreement, such agreement or consent shall not be unreasonably or arbitrarily withheld. Whenever a Party is entitled to act in its discretion under this Agreement, such Party shall not act unreasonably or arbitrarily in its exercise of such discretion. This Agreement shall be construed neutrally and with no presumption favouring or disfavouring either party by virtue of its authorship.
- 12.15 **Full Power:** Each Party warrants and represents that it has full power, right and authority to enter into this Agreement and to perform its obligations hereunder. Each Party further warrants that its representatives have the full right and power to enter into this Agreement.
- 12.16 **Survival:** All such terms and conditions herein which, by their nature or intent, should survive termination or expiration of this Agreement shall so survive.
- 12.17 **Supersedence:** Unless otherwise provided for herein, any conflict between a provision in any schedule or other attachment of whatsoever kind attached hereto and that part of this Agreement that lies before the signatures to this Agreement shall be resolved in favour of that part of this Agreement that lies before the signatures.
- 12.18 **Counterpart Execution:** This Agreement may be executed by counterpart, each of which shall be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument. This Agreement will be considered to be fully executed

when each Party has executed an identical counterpart, notwithstanding that all signatures might not appear on the same counterpart. Delivery of executed counterparts by the Parties, including by electronic means, shall be deemed to be proper execution of this Agreement.

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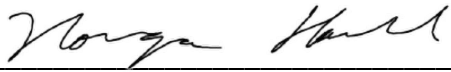
IN WITNESS WHEREOF the Parties, by their properly authorised representatives, have duly executed this Services Agreement as of the Effective Date.

SASKATCHEWAN HEALTH AUTHORITY

Per: 
Nicole Schumacher
Director, Mental Health & Addictions Services (Saskatoon)

Date: December 19, 2022

**CITY OF SASKATOON FIRE DEPARTMENT
OPERATING AS A DIVISION OF THE CITY OF SASKATOON**

Per: 
Morgan Hackl
Fire Chief

Date: December 13, 2022

SCHEDULE "A"
to the Services Agreement between
SASKATCHEWAN HEALTH AUTHORITY
and
THE CITY OF SASKATOON FIRE DEPARTMENT
OPERATING AS A DIVISION OF THE CITY OF SASKATOON
Dated as of November 15, 2022

SERVICES

I. OVERDOSE OUTREACH TEAM - PURPOSE:

The purpose of the Overdose Outreach Team is to provide substance use disorder and overdose support services to individuals ("SHA Clients") who have recently experienced an opioid induced overdose. The Overdose Outreach Team will provide support services including connection to follow-up care and services, harm reduction education and supplies. The overall objective of the Overdose Outreach Team is to connect with individuals who have experienced a recent overdose. The Overdose Outreach Team will engage with the individual to support them in achieving self identified goals related to their substance use as a means of reducing risks for harm.

As part the Overdose Outreach Team, Services, both the SHA Employee and the Saskatoon Fire Department Employee shall provide the following services:

- Attempt to connect with the SHA Client referred to the Overdose Outreach Team (in person, or by way of phone call or text (as applicable));
- Provide information and connections to mental health and addiction services including treatment for opioid addictions;
- Assist the SHA Client with accessing harm reduction supplies, and if suitable, with connecting to supervised consumption services which are available within the community;
- Assist the SHA Client with connecting to income assistance/disability/social services;
- Assist the SHA Client with connecting to community resources (i.e. housing) and accessing other health care services;

II. SASKATOON FIRE DEPARTMENT – OBLIGATIONS & EXPECTATIONS

Pursuant to section 7.2 the Saskatoon Fire Department shall provide the following staffing services to work in collaboration with SHA as part of the Overdose Outreach Team, in support of the delivery of the Services as contemplated in accordance with this Agreement:

- 1.0 FTE Primary Care Paramedic

Will work in partnership with SHA Addictions Counselor (Degree, Senior)

III. SHA – OBLIGATIONS & EXPECTATIONS

Pursuant to section 7.3 SHA shall provide the following staffing services to work in collaboration with the Saskatoon Fire Department Paramedic, as part of the Overdose Outreach Team, in support of the delivery of the Services as contemplated in accordance with this Agreement:

- 1.0 FTE Addictions Counselor(Degree, Senior)

Will work in partnership with Saskatoon Fire Department Paramedic

IV. Reporting

The Parties acknowledge they may be required to provide statistical reporting to the other, or to the Ministry of Health respecting the Services. Any statistical reports provided to either Party, or the Ministry of Health shall utilize anonymous data or de-identified data only.

- Gender, age, location, ethnicity
- Number of referrals received by Overdose Outreach Team and their origin (Saskatoon Police Services, Medavie, Saskatoon Fire Department, SHA Emergency Department, other organizations)
- Door knocks/phone calls completed
- Number of actual SHA Client contacts made – in person, phone calls – how many contacts/client
- Nature of outcome – if, or where SHA Client was referred to support organizations or services
- Take home naloxone kit training and distribution
- Time from overdose to referral and time from referral received by Overdose Outreach Team to first attempt to contact
- Housed/unhoused – helps frame picture of SHA Clients served and housing challenges

V. General Provisions/Further Obligations of the Saskatoon Fire Department:

The Saskatoon Fire Department shall ensure all Saskatoon Fire Department Employees who assist in the provision of the Services abide by the following:

- Act honestly, and in good faith, with a view to the best interests of SHA and to the individuals seeking Services under this Agreement (i.e. SHA Clients);
- Maintain effective working relationships with all SHA staff and employees;
- Sign SHA’s Confidentiality Agreement for External Parties SHA-07-003-F2;
- Comply with all SHA policies, procedures, protocols, work standards, rules and regulations, as they are announced during the Term of this Agreement
- Completion of online training “Trauma Informed Practice: Growing Awareness” –Levels 1 and 2, or as additional levels are added from time to time);

SCHEDULE "B"
to the Services Agreement between
SASKATCHEWAN HEALTH AUTHORITY
and
THE CITY OF SASKATOON FIRE DEPARTMENT
OPERATING AS A DIVISION OF THE CITY OF SASKATOON
Dated as of November 15, 2022

CHARGES/PAYMENTS

COST CENTRE	PAYMENT
Saskatoon Fire Department Paramedic (1.0 FTE)	\$85,000.00
Use of Saskatoon Fire Department Vehicle <ul style="list-style-type: none"> • Fuel Surcharge only 	\$3,000.00

****The Parties acknowledge that the City of Saskatoon Fire Department is providing approximately \$56,000.00 of in-kind donations (being equipment or personnel) for use towards the Overdose Response Team Services****

INVOICES

The Saskatoon fire Department will submit two (2) itemized invoices for payment for the Services provided by the Saskatoon Fire Department Employees during the Term of the Agreement.

Invoices shall be submitted:

- on or before December 31, 2022, and
- within sixty (60) days of the Term of the Agreement, being on or before July 14, 2023.

Each invoice should itemize the day(s) worked by Saskatoon Fire Department Employees, the hours of work provided on a given date, the approximate cost per hour for the Saskatoon Fire Department Employee, and applicable fuel charges for the billing period,

SCHEDULE "C"
to the Services Agreement between
SASKATCHEWAN HEALTH AUTHORITY
and
THE CITY OF SASKATOON FIRE DEPARTMENT
OPERATING AS A DIVISION OF THE CITY OF SASKATOON
Dated as of November 15, 2022

CONFIDENTIALITY AGREEMENT FOR EXTERNAL PARTIES
SHA 07-003-F2

[TO BE INSERTED AT EXECUTION]

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