



## HEALTH COMMITTEE

**Wednesday, February 28, 2024**

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A special meeting of the Health Committee was held on Wednesday, February 28, 2024, at 9:17 a.m. at the County Administration Building, Pembroke, Ontario.

**Present were:**

Chair Michael Donohue  
Warden Peter Emon  
Vice-Chair Neil Nicholson  
Councillor Debbi Grills (attended virtually)  
Councillor Jennifer Murphy  
Councillor Rob Weir  
Councillor Mark Willmer

**City of Pembroke Reps:**

Councillor Patricia Lafreniere  
Councillor Troy Purcell (attended virtually)

**Regrets:**

Councillor Valerie Jahn (on leave of absence)

**Staff Present:**

Craig Kelley, Chief Administrative Officer/Clerk  
Mike Blackmore, Director of Long-Term Care  
Michael Nolan, Director of Emergency Services  
Jason Davis, Director of Development and Property  
Lee Perkins, Director of Public Works & Engineering  
Daniel Burke, Treasurer/Manager, Finance  
Mathieu Grenier, Deputy Chief, Emergency Services (attended virtually)  
Dave Libby, Deputy Chief, Emergency Services  
Gwen Dombroski, Deputy Clerk  
Tina Peplinskie, Media Relations and Social Media Coordinator  
Connie Wilson, Administrative Assistant III, Corporate Services

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Chair Donohue called the meeting to order at 9:17 a.m.

Chair Donohue recited the land acknowledgement, identifying that the meeting was being held on the traditional territory of the Algonquin People.

The roll was called, and no pecuniary interests were disclosed.

**Emergency Services Department Report**

The Director of Emergency Services overviewed the Emergency Services Department Report, and Addendum Report, which are attached as Appendix A.

**RESOLUTION NO. H-C-24-02-25**

Moved by Councillor Willmer

Seconded by Councillor Weir

THAT the Health Committee recommends to County Council that four County of Renfrew decommissioned 2018 vehicles be sold to St. John's Ambulance (1), Algonquin College (1), and St. Lawrence College (2) at a purchase price of \$5,000.00 per vehicle. CARRIED.

**RESOLUTION NO. H-C-24-02-26**

Moved by Warden Emon

Seconded by Councillor Murphy

THAT the Health Committee recommend that County Council adopt a By-law authorizing the Warden and Chief Administrative Officer/Clerk to sign a lease agreement with ZOLL Canada for the ZOLL ONE Program to acquire and operationalize thirty-five (35) X-series monitor/defibrillator units to replace the existing fleet of monitor/defibrillators at an annual cost of \$344,241.30, AND THAT the Finance and Administration Committee be so advised. CARRIED.

**RESOLUTION NO. H-C-24-02-27**

Moved by Councillor Weir

Seconded by Councillor Lafreniere

THAT the Emergency Services Department Report, and Addendum Report, attached as Appendix A be approved. CARRIED.

**Long-Term Care Department Report**

The Director of Long-Term Care overviewed the Long-Term Care Department Report which is attached as Appendix B.

**RESOLUTION NO. H-C-24-02-28**

Moved by Councillor Murphy

Seconded by Councillor Nicholson

THAT the Health Committee recommend that County Council adopt a By-law authorizing the Warden and Chief Administrative Officer/Clerk to sign the agreement with Cintel Inc. / Wireless Resident Nurse Alert Technology Inc. for the installation of phase three of the Advanced Care Nurse Call System at Miramichi Lodge for the price of \$291,947.71 excluding HST as budgeted through the 2024 Miramichi Lodge Capital Budget, AND THAT the Finance and Administration Committee be so advised. CARRIED.

**RESOLUTION NO. H-C-24-02-29**

Moved by Councillor Willmer

Seconded by Councillor Lafreniere

THAT the Long-Term Care Department Report attached as Appendix B be approved. CARRIED.

**RESOLUTION NO. H-C-24-02-30**

Moved by Councillor Willmer

Seconded by Councillor Weir

THAT this meeting adjourn and that the next regular meeting be held on March 6, 2023.

Time: 9:31 a.m. CARRIED.

**COUNTY OF RENFREW**  
**EMERGENCY SERVICES REPORT**

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**TO:** Health Committee  
**FROM:** Michael Nolan, Director of Emergency Services/Chief, Paramedic Service  
**DATE:** February 28, 2024  
**SUBJECT:** Department Report

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**RESOLUTION**

**1. Surplus Vehicle Disposal**

**Recommendation:** THAT the Health Committee recommend to County Council that four County of Renfrew decommissioned 2018 vehicles be sold to St. John's Ambulance (1), Algonquin College (1), and St. Lawrence College (2) at a purchase price of \$5,000 per vehicle.

**Background**

St John's Ambulance, Algonquin College, and St Lawrence College support the goals of the County of Renfrew Paramedic Service. Educational institutions (Algonquin and St. Lawrence) provide paramedic students with driver training experiences and St. John Ambulance adds to the County of Renfrew Paramedic Service surge capacity and provides volunteer support of local community events. For these reasons, we recommend an extension of the municipal partner pricing to these organizations.

Per Corporate Policy GA-02: Disposal of Assets the Service has declared a surplus of four 2018 Mercedes Sprinter Ambulances. Local municipalities were notified of this surplus on January 2, 2024, with starting bids of \$5000.00 per vehicle. At deadline, no municipalities expressed interest in the purchase of any of these units.

Expression of interest for the vehicles at the municipal price was then solicited to the following charitable/educational organizations:

- Carefor – not interested.
- Sunshine Coach – not interested.
- St John's Ambulance Pembroke – interested in purchasing one ambulance.
- Algonquin College – interested in purchasing one ambulance.
- St. Lawrence college – interested in purchasing two ambulances.

## BY-LAWS

### 2. ZOLL ONE Lease Agreement

**Recommendation:** THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Chief Administrative Officer/Clerk to sign a lease agreement with ZOLL Canada for the ZOLL ONE Program to acquire and operationalize thirty-five (35) X-series monitor/defibrillator units to replace the existing fleet of monitor/defibrillators at an annual cost of \$344, 241.30, AND THAT the Finance and Administration Committee be so advised.

#### Background

The cardiac monitor/defibrillator is a vital piece of equipment that allows paramedics to perform vital signs, cardiac monitoring and provide lifesaving interventions of cardioversion or defibrillation. Most of the existing fleet of 33 Defibrillators were purchased by the County in 2012 and are now two years beyond their recommended lifecycle. Provisions were made in the 2024 budget workshop for the acquisition of new monitors. The Service has been researching replacement options and has solicited the results of a recent similar process undertaken by the County of Simcoe through a competitive Request for Proposal process and the Prescott-Russell Paramedic Service through a non-competitive process. The result of Prescott-Russell's procurement was a lease agreement with ZOLL Canada which included a "piggy-back" clause for neighboring Paramedic Services. Attached as Appendix ES-I is the Zoll One Summary and Code Data ASP Agreement.

We are seeking an exemption to the purchasing policy GA-01 to sole source this purchase under section 22.1d" where there is an absence of competition for technical or other reasons and the goods and/or services can only be supplied by a particular supplier and no alternative exists."

We note the following reasons for choosing this supplier as a non-competitive purchase:

- 1) ZOLL One a lease (rental) for a 10-year term. During the first 5 years, a changeover of all initial units for brand new devices is included. The cost represents **two complete** fleets of cardiac monitors over the course of 10 years.
- 2) When changing the units at around 4-5 years, the Service can choose the new generation products if they are available by then, without any change in the payment terms. New products usually come at a higher price point, but ZOLL ONE users are not affected.
- 3) This program protects the Service from: increases in cost of productions (good costs), interest hikes or inflation.
- 4) This offer includes chargers, extra batteries, and initial accessories to get started (SPO2, NIBP cuffs, pads, training pads, simulators, etc.).
- 5) All units will be unlocked and active for Rescuenet Live (streaming) and

CaseReview software which provides valuable clinical feedback on Paramedic performance such as:

- Pediatric algorithm and approval for use in SEMI-AUTOMATIC MODE (analyzebutton).
  - Pediatric CPR feedback (depth and rate feedback in real time).
  - Adult CPR feedback (depth and rate), proven to more than double survival rates. The attached report from the CPR challenge and clinical testing provides evidence that this technology will help County of Renfrew Paramedics provide better care to patients.
  - Real Time BVM feedback (volume and Rate)
- 6) All units have a license to push cases to the ZOLL Online Database for Storage, QA / QI for the duration of the program.
  - 7) The program comes with a worry-free warranty. Even a broken screen that is not covered under a normal warranty is covered with the Worry-Free warranty.
  - 8) Includes preventive maintenance for the duration of the term (10 years), with a white glove service (on-site technician).
  - 9) Includes battery replacements, so there should not be any more battery purchases over the term of the program.
  - 10) 1 x 12-leads cable replacement per year per unit.
  - 11) Discount on accessories.
  - 12) Includes complete deployment: opening the boxes, configuring the units, training trainers, super-users, end users. E-learning accesses.

The leasing option with ZOLL Canada shifts funding from capital purchasing to the annual operational budget and the cost has been included in the 2024 Emergency Service budget.

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH ZOLL CANADA FOR THE PURCHASE OF 35  
DEFIBRILLATORS**

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WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with ZOLL Canada for the ZOLL ONE Program to acquire and operationalize thirty-five (35) X-series monitor/defibrillator units to replace the existing fleet of monitor/defibrillators at an annual cost of \$344,241.30.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and the Zoll Canada.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of February 2024.

READ a second time this 28th day of February 2024.

READ a third time and finally passed this 28th day of February 2024.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK



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An Asahi Kasei Group Company

**County of Renfrew Paramedic Service**  
**9, International Drive.**  
**Pembroke, Ontario**  
**K8A 6W5**

**August 16<sup>th</sup>, 2023**

ZOLL Medical is pleased to offer **(County of Renfrew Paramedic Service)** the following ZOLL One financing for the capital equipment (and associated accessories) outlined in the Capital Equipment List below:

### Capital Equipment List

Device	Quantity
X Series Advanced	35
Case Review – 5 Year Subscription	35
Worry Free Warranty – 5 Years	35
Trade-In Devices – X Series	0

Internal Reference Number **Quote #19768 V1**

Structure	ZOLL One		
Payment Term	10 Years		
-Interest Rate	2.5%		
Payment Mode	Monthly	Quarterly	Annually
Payment Amount	\$28,387.74*	\$85,326.83*	\$344,241.30*

\*Pending credit and financial approval

First payment due Net 30 from date of shipment

Payment does not include applicable taxes

\*\* Signed Master Lease Agreement required to execute purchase

### Benefits

- Technology Protection (One time upgrade to new equipment).
- Worry Free Warranty including accidental damage coverage.
- Battery replacement program
- 12 lead cable replacements
- Regular site visits
- Dedicated field technician
- Clinical education, Training, and Deployment.
- Data and Engineering Consultation
- Capital Budget Relief.
- Set payment for the life of the agreement.
- Flexible end of term options:
  1. Purchase all the equipment for its then Fair Market Value
  2. Renew the lease at its then Fair Market Value
  3. Return the equipment to the Lessor

## Canadian Software Solutions Master Application Service Provider Agreement

**1. Orders.** ZOLL Medical Canada, Inc. (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Canadian Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”.

**2. Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month (18% per annum), or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable lawyer’s fees on a solicitor and own client basis) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

**3. ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

**3.1. Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents (or mandataries) authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

**3.2. Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

**3.3. Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

#### **3.4. Service Level Agreement.**

**3.4.1. Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

**3.4.2. Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

**3.4.3. Excused Downtime.** “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

#### **3.4.7. Customer Content; Security; Backup.**

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“Customer Content”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially

available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content.** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

**3.4.7.4. Availability of Customer Content.** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "**Active Customer Content**"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "**Database**"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("**Inactive Customer Content**") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A "**Service Credit**" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this [Section 3.4](#) may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "**Implementation Services**"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

#### **5.1. Support.**

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Customer has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding statutory holidays in the jurisdiction or jurisdictions from which the Support Services are provided as stated in [Section 5.1.4](#) ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado in the United States or such other place as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of C\$3,125 for each day ZOLL personnel is at Customer's location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

## **6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, LEGAL, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OR CONDITIONS OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

## **8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents (or mandataries), officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any Canadian patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products, equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents (or mandataries) or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents (or mandataries), officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY

MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**ZOLL Property**"). If any derivative work or new work is created by Customer from or based on the Software or Services, ZOLL shall own all right, title and interest in and to such derivative or new work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

## **11. Term and Termination.**

**11.1. Term.** The term of this Agreement ("**Term**") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "**Implementation Date**" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

## **12. General Provisions.**

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations and laws relating to the collection, transfer and use of Customer Data and disclosure and informed consent. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.4](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.5. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario, without reference to its choice of law principles, and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a court of competent jurisdiction located in the City of Toronto, Ontario, Canada and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Each party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect of any litigation arising out of or in connection with this agreement. The parties have expressly requested that this Agreement and any ancillary documents be drafted in English. *Les parties ont explicitement requis que le présent contrat et les documents y afférant soient rédigés en langue anglaise.*

**12.6. Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.7. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.8. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.9. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.10. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.11. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

**12.12. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

County of Renfrew

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF RENFREW  
LONG-TERM CARE REPORT**

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**TO:** Health Committee

**FROM:** Mike Blackmore, Director of Long-Term Care

**DATE:** February 28, 2024

**SUBJECT:** Department Report

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**BY-LAWS**

**1. Advance Care Nurse Call System – Miramichi Lodge**

**Recommendation:** THAT the Health Committee recommend that County Council adopt a By-law authorizing the Warden and Chief Administrative Officer/Clerk to sign the agreement with Cintel Inc. / Wireless Resident Nurse Alert Technology Inc. for the installation of phase three of the Advanced Care Nurse Call System at Miramichi Lodge for the price of \$291,947.71 excluding HST as budgeted through the 2024 Miramichi Lodge Capital Budget, AND THAT the Finance and Administration Committee be so advised.

**Background**

Over the last two years, Miramichi Lodge has completed two of the required three phases to upgrade the Nurse Call System. The first phase included required software conversion (migration of Connexcall & SMAs) over the next four years. Phase two involved replacement of the resident home area Advance Care Displays / Nurse Phone System Integration of “Smart Report Module” in support of call time-reporting and analysis. Phase three is the replacement of the original nurse call equipment (20 years old) with the Hardwired Advance Care IP Nurse Call system using existing cable and new CAT5e/CAT6 cable infrastructure.

The cost for the removal and installation of the New Advance Care IP Hardwired Nurse Call System is \$291,947.71 excluding HST. The 2024 Miramichi Lodge Capital Budget included \$315,000 for this upgrade. Cintel Inc. / Wireless Resident Nurse Alert Technology Inc. was the original installer of the equipment in 2005. The new equipment is a proprietary system requiring their software to run diagnostics and change hardware. The agreement is attached as Appendix LTC-I.

Corporate Policy GA-01 Procurement of Goods and Services, Article 22.1 c) supports that “where only one source of supply would be acceptable and/or effective due to compatibility, or safety and liability concerns,” the requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of

the appropriate Director and the Chief Administrative Officer. The Chief Administrative Officer and the Director of Long-Term Care support the sole purchasing of phase three Advance Care Nurse Call System from Cintel Inc. / Wireless Resident Nurse Alert Technology Inc. The value of this contract requires approval of County Council.

**COUNTY OF RENFREW**  
**BY-LAW NUMBER**  
**A BY-LAW TO EXECUTE A CONTRACT FOR THE**  
**PHASE THREE ADVANCE CARE NURSE CALL SYSTEM REPLACEMENT AT THE MIRAMICHI LODGE**  
**LONG-TERM CARE HOME**

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WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements;

AND WHEREAS the County of Renfrew deems it desirable to engage in an agreement with Cintel Inc. / Wireless Resident Nurse Alert Technology Inc. for the installation of phase three of the advance care nurse call system at Miramichi Lodge, 725 Pembroke Street West, Pembroke, ON K8A 8S6;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts:

1. That the Council of the Corporation of the County of Renfrew approve of the award for the phase three advance care nurse call system to Cintel Inc. / Wireless Resident Nurse Alert Technology Inc., in the amount of \$291,947.71 excluding HST.
2. That the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said Contract.
3. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of February, 2024.

READ a second time this 28th day of February, 2024.

READ a third time and finally passed this 28th day of February, 2024.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK

QUOTE

#2310258-8

QUOTE DATE

Feb 13, 2024

## Cimtel Inc. / Wireless RNA Technology Inc.

Miramichi Lodge  
725 PEMBROKE ST. WEST  
PEMBROKE, ON K8A 8S6

☎ (613) 735-0175  
✉ DBurger@countyofrenfrew.on.ca

### CONTACT US

21 Antares Dr, 120  
Ottawa, ON K2E 7T8

☎ (613) 880-5947  
✉ joe@cimtel-ottawa.com

## QUOTE - TURNKEY PRICING

### Services

Install Advance Care IP Hardwired Nurse Call System. With option to add RTLS and Patient Wandering Technology in the future.

For a completely Hardwired Advance Care IP Nurse Call system provided with existing cable in place and new CAT5e/CAT6 cable infrastructure (by Cimtel Inc.) as specified with the Advance Care IP Controller, Server. (RTLS, Patient Wandering & Mapping Software can be added in the future for additional cost). This will send instant alarm notification to the nursing staff via the existing Corridor Displays (30), wireless telephone handsets (Mitel) and LCD NUC Kit (6) (includes GUI and License. LCD panels provided by others). All programming and training provided by Cimtel/WRNA. Includes removal of existing Nurse Call System trade-in.

### Nurse Call Verification: Nurse Call System Verified

Allows all call points and system functions to be programmed, set up and tested in the new Advance Care Server and Software.

### Future Integration Options

Future integration to customer supplied wireless devices such as SIP phones or Wireless Tablets if required at additional cost for licenses (one time purchase-no annual licenses fees).

### Terms & Conditions / Warranty

- 1) 40% Progress billing (progress cabling)
- 2) 40% progress billing (equipment on site)
- 3) 10% Progress billing (equipment powered)
- 4) Remaining balance due at completion

1-one (2) year parts warranty included.

1-one (1) year labour warranty included on parts only.

The information contained in this quote is confidential and proprietary to Cintel Inc. and Wireless Resident Nurse Alert Technology Inc., and must not be disclosed to any third party without the prior consent of Cintel Inc. and Wireless Resident Nurse Alert Technology Inc.

Materials	qty
AC-IPC 19" Cabinet including 20Amp PSU, 1 x IP-IPUPS, 1 x IP-IPR-NC ad 1 x Battery Cable.	2.0
AC-IPCC Call Point Controller Card	10.0
AC-IPI/O Input/Output Device - Dementia Peripherals etc.	55.0
Existing Door Contacts integrated as is	55.0
AC-LCDKIT Annunciator LCD Kit - incl NUC, 1xGUI, 1xLabel (LCD Panel and Mounting Hardware provided by others).	6.0
AC-IPODL Single RGB Over Door Light with 32 programmable alert types and colours.	194.0
AC-IPRCBS/P Staff Assist (Yellow) Call/Cancel Button with 1/4" Pendant Socket with secondary emergency call feature.	165.0
AC-Curbell Red Button Std Pendant 8ft with 1/4" plug.	165.0
AC-IPRCBE Emergency (Red) Call/Cancel Button with secondary emergency call feature.	47.0
AC-WRB Water Resistant Boot	21.0
AC-WRG Water Resistant Gasket	21.0
AC-IPR-PC Pull Cord Wall Mounted with Cancel Button with secondary emergency call feature.	179.0
Wiltshire Cords for PC	179.0
AC - AC-IPBLK1 Blank Card - Thin	10.0
AC-IPBLK2 Blank Card - Wide	6.0
Day Training sessions included Day, evening, night shifts, administration and maintenance 12 hours included.	1.0

Subtotal	\$304,112.20
Discount	- \$12,164.49
Tax (HST 13%)	\$37,953.20
<b>Total</b>	<b>\$329,900.91</b>

Cimtel Inc. - BN #100970235 / WRNA - BN #897789517

TERMS: DUE UPON RECEIPT; 2% INTEREST PER MONTH CHARGED ON ACCOUNTS OVER 30 DAYS.

APPROVED BY \_\_\_\_\_

DATE \_\_\_\_\_

VENDOR \_\_\_\_\_