## **MEDICAL TIERED RESPONSE AGREEMENT**

BETWEEN:

## The Corporation of the County of Essex, operating as Essex-Windsor Emergency Medical Services ("**EWEMS**")

-and-

The Corporation of the City of Windsor, the Corporation of the Town of Essex, the Corporation of the Town of LaSalle, the Corporation of the Municipality of Lakeshore, the Corporation of the Town of Kingsville, the Corporation of the Town of Tecumseh, the Corporation of the Municipality of Leamington, and the Corporation of the Town of Amherstburg (collectively "**Fire Services**")

**WHEREAS** the Medical Tiered Response Agreement ("**Agreement**") defines the criteria for EWEMS to obtain or request from Fire Services a coordinated response ("**Tiered Medical Response**") to the emergency call types set out in this Agreement, and terms and conditions surrounding funding and training provided by EWEMS to Fire Services related to Tiered Medical Response services.

**AND WHEREAS** it is understood and agreed that the Windsor Central Ambulance Communications Centre ("**CACC**") is the communication link between EWEMS and Fire Services for Medical Tiered Response services, and that Windsor CACC will not be held responsible for any associated financial cost with the application, performance, or interpretation of the Agreement.

**AND WHEREAS** it is understood and agreed that Fire Services will respond to Medical Tiered Response requests as part of their responsibilities identified in the *Fire Protection and Prevention Act, 1997* and any other applicable federal, provincial or municipal legislation or by-laws, as amended (collectively "**Applicable Legislation**"). As a result, the Agreement is separate from and sets out requirements in addition to Fire Services' requirements under Applicable Legislation.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration and the sum of two dollars (\$2.00 CAD) now paid by each of the Parties to the other, the sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

# **1. Definitions**

- 1.1. The Parties agree that the Agreement will set out essential terms which will govern the Parties' collaboration with respect to Tiered Medical Response.
- 1.2. The terms throughout this Agreement appearing with the first letter capitalized or bolded will have the meanings as assigned to them or as defined below:

**Airway Obstruction** means the partial or complete blockage of the breathing passages to the lungs. Without intervention, airway obstruction will lead to Cardiac Arrest or Respiratory Arrest.

**Cardiac Arrest** means the sudden, unexpected loss of heart function (pulse rate), breathing (respiratory rate) and consciousness (awareness of self and surroundings).

**Code Status Black** means the number of available ambulances is zero (0) or less throughout the mainland service area. "Or less" indicates that emergency responses for Critical Injury are being delayed greater than 15 minutes. <u>(Fire services will be tiered for emergency responses (life or limb) when the expected arrival of an EMS resource is greater than 15 minutes or while in code black.)</u>

**Critical Injury** means an injury that places life or limb in jeopardy including but not limited to:

- Possibility of substantial loss of blood;
- Amputation of leg, arm, hand, or foot;
- Burns to major portion of body;
- Unconsciousness/unresponsiveness;
- Fracture of a leg, arm, hand, or foot; or
- Possibility of loss of sight in one or both eyes.

**Home Pronouncement Plan (E.D.I.T.H)** means an expected death in the home protocol which has been completed by a physician or a nurse practitioner.

**Industrial Accident with Critical Injury** means an injury at an industrial or construction setting is or is perceived to be a Critical Injury or involves entrapment. Note that Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area.

**Motor Vehicle Collision (MVC)** means a collision of a vehicle with another vehicle or other property, a person, or an animal where it is known to have or require one or more of the following:

- entrapment of occupants where extraction or stabilization of the scene or vehicle is required;
- hazards including but not limited to electrical wires down, vehicle fluids leaking, natural gas leaks, and ice or water rescue; or
- Posted speed limit is equal to or exceeds 80 km per hour.
- Roadside scene safety concerns are identified or anticipated ex. (high traffic, severe weather, debris etc.)
- Air bag deployment.

**Respiratory Arrest** means the sudden, unexpected loss of breathing (respiratory rate) and consciousness (awareness of self and surroundings).

**Unconscious/Unresponsive** means the lack of ability to notice or respond to verbal/painful stimuli in the environment. Without intervention, may lead to Cardiac/Respiratory Arrest.

## 2. Tiered Medical Response

- 2.1. Subject articles 3 and 4 of the Agreement, Fire Services shall provide Tiered Medical Response services to EWEMS at no cost as follows:
- 2.1.1. For (a) Cardiac Respiratory Arrest, (b) Airway Obstruction, (c) Unconscious/ Unresponsive, (d) Industrial Accident/Critical Injury, (e) MVC, and/or (f) Code Status Black emergency calls as specified in "Appendix 1", forming part of the Agreement; or
- 2.1.2. Where EWEMS paramedics are on the scene of an emergency call and request assistance from Fire Services for the following but not limited to:
  - Lift assistance that overwhelms the resources of EWEMS;
  - Extrication that requires the expertise and resources of Fire Services;
  - Access and/or egress to the scene that requires the expertise and resources of Fire Services;
  - A MVC that is not identified as such upon receipt of response;
  - A Hazardous scene; or
  - A Multi-casualty incident that overwhelms the resources of EWEMS.

# 3. Exceptions

- 3.1. Fire Services shall not provide Tiered Medical Response services when the following apply:
- 3.1.1.CACC is made aware by the caller that the patient has a Do Not Resuscitate Validity Form or Home Pronouncement Plan (E.D.I.T.H); or
- 3.1.2. The response is to an organization, facility, or entity listed in "**Appendix 2**", forming part of the Agreement, where staff at the organization, facility, or entity are able to provide the same or higher levels of service than Fire Services.

# 4. Disclosure

4.1. The Agreement recognizes that Fire Services may not be able to respond when occupied with a fire or for any other reason as determined by each Fire Services' senior on-duty fire officer. Further, the Fire Services' response is based upon circumstances and resources available at the time of the occurrence. Fire Services Dispatch will notify Windsor CACC when Fire Services is unable to respond.

# 5. Reporting

- 5.1. Fire Services will complete Medical Assist Reports ("**MARs**") each time they provide Medical Tiered Response services under the Agreement. Completed MARs must be submitted to EWEMS electronically with biometric data (if applicable) within 24 business hours through the established process by each Fire Service with EWEMS in writing.
- 5.2. Fire Services acknowledge and agree that EWEMS may conduct audits of MARs and biometric data for quality assurance purposes at any time, and Fire Services agree to cooperate fully with EWEMS' audits. Audit findings will be shared with each of the Fire Services, as applicable, and the Local Medical Director for the Southwest Ontario Regional Base Hospital Program ("Local Medical Director").

# 6. Liaison Officer

6.1. Each of the Fire Services will designate an individual to serve as the EWEMS Liaison Officer and advise EWEMS of the name, position, and contact information for their EWEMS Liaison Officer. EWEMS will designate a Captain to serve as the Fire Resource Officer and will advise each of the Fire Services the name, position, and contact information of the Fire Resource Officer.

# 7. Defibrillator Grant

- 7.1. For the term of the Agreement, EWEMS will grant the Fire Services One Thousand, Five-Hundred dollars (\$1,500) per year for each defibrillator that is in use for Tiered Medical Response services (the "Grant"). The Grant is intended to support ongoing preventative maintenance programs and replacement of defibrillators in use for Tiered Medical Response services.
- 7.2. At the commencement of each calendar year, each of the Fire Services must submit an inventory list of defibrillators in use for Tiered Medical Response services, and any enhancements required for the listed defibrillators within the same calendar year, to determine eligibility for the Grant.
- 7.3. Despite the foregoing, the Parties acknowledge and agree that each of the Fire Services' defibrillators remain the property of the Fire Services. As such, the Fire Services are responsible for any maintenance, repairs, replacement and/or enhancements of their defibrillators, at their own cost, and are solely responsible for implementing and maintaining a Preventative Inspection Program ("**PIP**") where applicable with the appropriate manufacturer. Fire Services must provide reports regarding their PIP to EWEMS on an annual basis upon request.
- 7.4. EWEMS will provide any manufacturer contact information in its possession related to the defibrillators to Fire Services upon request and with the manufacturers' permission, and EWEMS will advise Fire Services of any decisions made related to its defibrillators to assist in ensuring compatibility with Fire Services' defibrillators and fiscal prudence for all Parties.

# 8. Equipment/Supplies

- 8.1. In addition to the Grant, EWEMS will supply at its cost the following equipment or supplies used by Fire Services for Tiered Medical Response:
  - Medical oxygen cylinders;
  - Adult and Pediatric Defibrillator Pads (Zoll defibrillator pads only);
  - Oxygen Masks;
  - Bag Valve Masks;
  - Hepa Filters;
  - Oropharyngeal airways;
  - Burn gel dressings; and

- Suction canisters (collectively "Supplies").
- 8.2. When Supplies are required because they have been used or are due to expire, Fire Services must request replacement Supplies by contacting the EWEMS Equipment Maintenance Supervisor and providing any required information including CACC Medical Run Numbers. For clarity, EWEMS will not consider a request for Supplies to be made or received without the applicable CACC Medical Run Number.
- 8.3. The Fire Services will not and will ensure that their staff do not request or take Supplies from any in-service EWEMS resources or staff while on scene of an emergency call.
- 8.4. For Supplies that are due to expire, EWEMS will replace any such Supplies at its cost provided Fire Services make their request no later than six (6) months prior to the expiry date of the Supplies. Fire Services will be responsible for all costs associated with the replacement of Supplies where their request is made less than six (6) months from the applicable expiry date.
- 8.5. If requested by the Fire Services, EWEMS will share vendor lists and pricing in its possession and with the vendors' permission to ensure the Fire Services experience the same pricing template as EWEMS.

# 9. Training

- 9.1. The Parties agree that the Local Medical Director, in collaboration with EWEMS and Fire Services, will review the current International Liaison Committee On Resuscitation ("ILCOR") guidelines, the current Ministry of Health and the Ministry of Long-Term Care ("MOH&LTC") Standards of Practice in Resuscitation, the Ontario Base Hospital Group ("OBHG") protocols, and the direction of the Provincial Medical Advisory Committee ("MAC"), as amended, to develop and/or oversee a resuscitation training curriculum to be delivered to the Fire Services (the "Training Curriculum").
- 9.2. EWEMS will, at its cost, facilitate an annual training session that is consistent with the Local Medical Director's Training Curriculum for each of the Fire Services' designated training leads ("Annual Training Session") that will, at a minimum, include training with respect to:
  - Choking;
  - Oxygen and airway management;
  - Cardiac arrest management;
  - Self-administered medications;

- Changes to Paramedic practice; and
- Topics identified by Fire Services.
- 9.3. Each of the Fire Services may elect to participate in Auxiliary Skills training, such as naloxone administration, which will be provided during the Annual Training Session. Fire Services must advise EWEMS of their desire for Auxiliary Skills training at least three (3) months in advance of the Annual Training Session.
- 9.4. The Parties acknowledge and agree that the Annual Training Session is a 'trainthe-trainer' program and each of the Fire Services are solely responsible for ensuring that all of their active duty firefighters receive the training that was provided in the Annual Training Session through their established internal processes, with their own trainers, and at their cost.
- 9.5. Each of the Fire Services will maintain records of attendance and any associated documents related to the training of their active duty firefighters and will provide these records to EWEMS at the completion of the training. In addition, each of the Fire Services will provide EWEMS with an attestation by December 31 of each year certifying that all of their active duty firefighters received the training provided in Annual Training Session in that calendar year.

## **10. Insurance Coverage**

10.1. Each of the Parties represent and warrant that they have and will maintain for the term of the Agreement at their own cost all the necessary and appropriate insurance that a prudent person carrying out the services set out in the Agreement would maintain including, but not limited to, motor vehicle liability insurance and commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, each of which has an inclusive limit of not less than \$5,000,000 per occurrence.

# **11. Mutual Indemnity**

11.1. The Fire Services agree that they shall indemnify and save harmless the Corporation of the County of Essex and EWEMS and each of their respective councillors, officers, directors, employees, servants, contractors, agents, and volunteers from any liability, costs, demands, damages, expenses, fees, disbursements, claims, actions, applications, prosecutions, suits, settlements, judgments, fines, penalties, and proceedings, whatsoever, arising out of or in any way related to the Fire Services' obligations under this Agreement, by whomsoever made, sustained, brought, or prosecuted in any manner, whatsoever, except to the extent that such claims are caused by the negligence or willful misconduct of EWEMS or any of their councillors, officers, directors, employees, servants, contractors, agents, or volunteers.

11.2. The Corporation of the County of Essex and EWEMS agrees that it shall indemnify and save harmless the Fire Services and each of their respective councillors, officers, directors, employees, servants, contractors, agents, and volunteers from any liability, costs, demands, damages, expenses, fees, disbursements, claims, actions, applications, prosecutions, suits, settlements, judgments, fines, penalties, and proceedings, whatsoever, arising out of or in any way related to EWEMS' obligations under the Agreement, by whomsoever made, sustained, brought, or prosecuted in any manner, whatsoever, except to the extent that such claims are caused by the negligence or willful misconduct of Fire Services or any of their councillors, officers, directors, employees, servants, contractors, agents, or volunteers.

## **12. Confidentiality**

- 12.1. The Parties will comply with all applicable privacy law and regulations in the performance of the Agreement and they will ensure that all information received under this Agreement is kept strictly confidential and receives the same level of protection as their own confidential information and, in any event, no less protection than is reasonable in the circumstances.
- 12.2. The Parties expressly acknowledge and agree that any information collected by EWEMS and/or the Fire Services under this Agreement is subject to the provisions of the *Municipal Freedom of Information and Protection Act* ("*MFIPPA*"), as amended, and as such the information collected pursuant to this Agreement may be subject to disclosure in accordance with the provisions of the said *MFIPPA* or as required by a Ministry of the Government of Ontario.
- 12.3. The Parties expressly acknowledge and agree that any personal health information collected by EWEMS and/or the Fire Services under this Agreement is subject to the provisions of the *Personal Health Information Protection Act, 2004* ("*PHIPA*"), as amended, and agree to handle any and all personal health information in accordance with the provisions of *PHIPA*.
- 12.4. The Parties acknowledge and agree that if they are asked or required to disclose any information they receive from another Party under the Agreement, they will advise the other Party of the request or requirement to disclose information prior to the disclosure, if at all possible, and will assist the Party in any efforts to object to the disclosure.

# **13. Term and Termination**

13.1. The term of this Agreement is one (1) year commencing on June 1, 2025 and ending on May 31, 2026. Thereafter, the Agreement will automatically renew for

successive one-year terms, on the same terms and conditions, unless any Party gives written notice to the others of their intention not to renew at least sixty (60) days prior to the end of the term then in effect. The Parties agree to review the terms and conditions of this Agreement upon request of any Party, which will be discussed by the Parties at the next scheduled meeting of the Fire Chiefs.

- 13.2. Notwithstanding section 13.1 of this Agreement, a Party to this Agreement may withdraw from participation by giving the other Parties sixty (60) days of written notice of same. In addition, the Agreement will be terminated with respect to a Party effective immediately if they cease to provide emergency medical care services. Finally, the Parties acknowledge and agree that the Agreement will terminate effective immediately if Council for the Corporation of the County of Essex ("**Council**") withdraws approval for or otherwise terminates the Grant.
- 13.3. For clarity, if any of the Fire Services withdraws from participation in the Agreement, the Agreement will continue to apply in full force and effect to the remaining Parties. However, the Agreement will terminate as a whole, as set out above in section 13.2, if EWEMS withdraws from participation in the Agreement or Council withdraws approval for or otherwise terminates the Grant.
- 13.4. The Parties acknowledge and agree that there may be corporations or other entities that wish to become parties to the Agreement in the future and, if any corporation or entity agrees to comply with the terms and conditions of this Agreement and can be reasonably expected to do so, the Parties will not unreasonably withhold their consent to amend the Agreement accordingly.

## **14. Notice**

14.1. Any notice to be given under this Agreement shall be sufficiently given if delivered by hand or if sent by prepaid first-class mail and addressed as specified in **Appendix "3".** 

## 15. General

- 15.1. The Parties are not, by virtue of this Agreement or otherwise, made agents, employees, or joint ventures of one another, nor are the councillors, officers, directors, employees, volunteers, or agents (hereinafter referred to as "Personnel") of one Party deemed to be Personnel of any other Party. Each Party is solely responsible for paying any compensation, benefits, remittances, taxes, and workers' compensation coverage for their Personnel and they are solely responsible all matters concerning job duties, discipline, training, termination, and similar matters concerning their Personnel.
- 15.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any prior understandings,

written or oral, between the parties with respect to same. The Agreement may only be modified by written agreement of all Parties.

- 15.3. The rights and liabilities of the parties shall enure to the benefit of and be binding upon the Parties and each of their respective successors and approved assigns. No Party will assign or apportion this Agreement, in whole or in part, without the written consent of the other parties, which consent will not be unreasonably withheld.
- 15.4. The Agreement will be construed in accordance with and governed by the laws of the Province of Ontario. In the event that a court of competent jurisdiction holds that any provision of this Agreement is invalid, void, or unenforceable, the other provisions of this Agreement will remain in full force and effect and will not in any way be affected, impaired or invalidated unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits to the Parties.
- 15.5. The Parties will not be deemed to be in violation of this Agreement if they are prevented from providing services hereunder due to any event that is (1) beyond their control and (2) makes their performance under this Agreement impossible or so impractical as reasonably to be considered possible in the circumstances including, but not limited to, strikes, civil disturbance, war, natural disasters, or acts required in compliance with any law or governmental regulation.
- 15.6. Any applicable definitions, articles 5, 11, 12 and 15, section 9.5, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of termination of the Agreement.

[The remainder of this page 10 is intentionally blank with section 15.7 and the signing pages continuing at page 11 of the Agreement] 15.7. This Agreement may be executed electronically, which shall be deemed to be an original signature for all purposes. In addition, this Agreement may be executed in counterparts, each of which together shall constitute the entire fully executed Agreement.

#### **Corporation of the County of Essex operating as Essex-Windsor Emergency Medical Services**

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

I/we have authority to bind the corporation

# The Corporation of the City of Windsor

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

# The Corporation of the Town of Essex

Signed on this \_\_\_\_\_day of \_\_\_\_\_ 2025

Name: Title:

Name: Title:

I/we have authority to bind the corporation

# The Corporation of the Town of LaSalle

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

# The Corporation of the Municipality of Lakeshore

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

I/we have authority to bind the corporation

# The Corporation of the Town of Kingsville

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

# The Corporation of the Town of Tecumseh

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

I/we have authority to bind the corporation

# The Corporation of the Municipality of Learnington

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

## The Corporation of the Town of Amherstburg

Signed on this \_\_\_\_\_day of \_\_\_\_ 2025

Name: Title:

Name: Title:

#### **APPENDIX 1**

## **RESPONSE CRITERIA TABLE**

Fire Service	Cardiac Respirato ry Arrest	Airway Obstruct ion	Unconscio us Unrespons ive	Industri al Accident / Critical Injury	EMS Code Black Status	When requeste d by Paramed ics
Windsor*						
Lakeshore	$\bigcirc$					$\bigcirc$
LaSalle						
Amherstb urg						$\bigcirc$
Essex	$\bigcirc$					$\bigcirc$
Kingsville	$\bigcirc$					
Tecumseh	$\bigcirc$					$\bigcirc$
Leamingto n						$\bigcirc$

\* Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area. Ford Security must be contacted.

**Airway Obstruction** means the partial or complete blockage of the breathing passages to the lungs. Without intervention, airway obstruction will lead to Cardiac Arrest or Respiratory Arrest.

**Cardiac Arrest** means the sudden, unexpected loss of heart function (pulse rate), breathing (respiratory rate) and consciousness (awareness of self and surroundings).

**Code Status Black** means the number of available ambulances is zero (0) or less throughout the mainland service area. "Or less" indicates that emergency responses for Critical Injury are being delayed greater than 15 minutes. (Fire services will be tiered for emergency responses (life or limb) when the expected arrival of an EMS resource is greater than 15 minutes while in code black.)

**Critical Injury** means an injury that places life or limb in jeopardy including but not limited to:

- Possibility of substantial loss of blood;
- Amputation of leg, arm, hand, or foot;
- Burns to major portion of body;
- Unconsciousness/unresponsiveness;
- Fracture of a leg, arm, hand, or foot; or
- Possibility of loss of sight in one or both eyes.

**Industrial Accident with Critical Injury** means an injury at an industrial or construction setting is or is perceived to be a Critical Injury or involves entrapment. Note that Ford Canada, accessed from Henry Ford Boulevard is not included in Windsor Fire & Rescue Response area.

**Motor Vehicle Collision (MVC)** means a collision of a vehicle with another vehicle or other property, a person, or an animal where it is known to have one or more of the following:

- entrapment of occupants where extraction or stabilization of the scene or vehicle is required;
- hazards including but not limited to electrical wires down, vehicle fluids leaking, natural gas leaks, and ice or water rescue; or
- Air bag deployment.

**Respiratory Arrest** means the sudden, unexpected loss of breathing (respiratory rate) and consciousness (awareness of self and surroundings).

**Unconscious/Unresponsive** means the lack of ability to notice or respond to verbal/painful stimuli in the environment. Without intervention, may lead to Cardiac/Respiratory Arrest.

**EWEMS Resource Deployment** means balanced emergency coverage. This is when a minimum of eleven (11) ambulances are strategically located in the eleven (11) mainland ambulance stations located throughout the region.

**Compromised EWEMS Resource Deployment** means resources are depleted to less than eleven (11), such that balanced emergency coverage is compromised. At this point resources are deployed in a strategic manner to maintain adequate coverage for the region.

**Code Status Yellow** means the number of available ambulances is greater than or equal to four (4) and up to or equal to ten (10) throughout the mainland service area. (No code status based tiering required.)

**Code Status Red** means the number of available ambulances is greater than zero (0) but less than or equal to three (3) throughout the mainland service area. (No code status based tiering required.)

**Code Status Black** means the number of available ambulances is zero (0) or less throughout the mainland service area. "Or less" indicates that emergency (life or limb) responses are being delayed greater than 15 minutes. (Fire services will be tiered for emergency responses (life or limb) when the expected arrival of an EMS resource is greater than 15 minutes while in code black.)

# **APPENDIX 2**

## **EXCLUDED ORGANIZATIONS, FACILITIES AND LOCATIONS**

The Agreement is not intended to apply to the following organizations, facilities, and locations:

- Long-term care facilities;
- Health care facilities;
- Doctor Offices;
- Dentist Offices;
- Family Health Teams;
- Nurse Practitioner Led Offices;
- Hospitals;
- Hospice; and
- Community Health Centres.

## **APPENDIX 3**

#### **EWEMS:**

County of Essex o/a Essex-Windsor Emergency Medical Services 360 Fairview Avenue, West Essex, Ontario, N8M 1Y6 Tel: (519)776-6441 ext.1338 Attention: County Clerk

The Corporation of the City of Windsor:

The Corporation of the Town of Essex:

The Corporation of the Town of LaSalle:

The Corporation of the Municipality of Lakeshore:

The Corporation of the Town of Kingsville:

The Corporation of the Town of Tecumseh:

The Corporation of the Municipality of Learnington:

The Corporation of the Town of Amherstburg