

Medical Tiered Response Agreement

Between

Town of Tillsonburg

(Tillsonburg Fire and Rescue Services)

And

County of Oxford

(Oxford County Paramedic Services)

Table of Contents

1. PURPOSE	3
2. RECITALS	3
3. DEFINITIONS	3
4. INTERPRETATION	5
5. AGREEMENT	6
6. RESPONSE CRITERIA AND NOTIFICATION	7
7. TRAINING	7
8. CERTIFICATION AND RECERTIFICATION	8
9. QUALITY ASSURANCE	8
10. INFORMATION SHARING	9
11. SUPPLIES AND EQUIPMENT	10
12. RESEARCH	10
13. INSURANCE AND INDEMNIFICATION	10
14. TERM AND TERMINATION	11
15. GENERAL PROVISIONS	12
APPENDIX 1 - TIERED RESPONSE CRITERIA	17
APPENDIX 2 - QUALITY ASSURANCE	20
APPENDIX 3 - LIFT ASSIST GUIDELINE	22

AGREEMENT

Between

Town of Tillsonburg

(Tillsonburg Fire and Rescue Services)

And

County of Oxford

(Oxford County Paramedic Services)

1. PURPOSE

The purpose of this agreement is to provide for the provision of medical tiered response by **Tillsonburg Fire and Rescue Services** to assist in the provision of Patient care in instances of potential life threatening medical conditions when requested by **Oxford County Paramedic Services**.

2. RECITALS

WHEREAS Tillsonburg Fire and Rescue Services provides Fire Service to the Town of Tillsonburg;

AND WHEREAS Oxford County Paramedic Services provides Patient care to Patients in the Town of Tillsonburg;

AND WHEREAS Tillsonburg Fire and Rescue Services and Oxford County Paramedic Services wish to enter into an agreement for the provision of firefighter assistance in the provision of Patient care to and in accordance with the terms and conditions set out below.

NOW THEREFORE in consideration of the respective covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge the Town of Tillsonburg and the County of Oxford hereby agree as follows:

3. DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall, unless the context otherwise requires, have the respective meanings set out below:

- a) "**Agreement**" means this agreement as the same may be amended or restated from time to time and includes all schedules and all uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it.

- b) **“Applicable Law”** at any time and in respect of any Person, property, transaction or event, means all laws including statutes, regulations, treaties, judgments and decrees then applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable official directives, rules, consents, approvals, authorizations, guidelines, bulletins, orders and policies of any Governmental Authority then having or purporting to have authority over that Person, property, transaction or event.
- c) **“Approved”** means something that has been reviewed and/or sanctioned by the County of Oxford.
- d) **“Business Day”** means any day other than a Saturday, Sunday or any statutory or civic holiday observed in the County of Oxford.
- e) **“Call”** means a request for Tillsonburg Fire and Rescue Services to provide emergency medical services.
- f) **“Call Report”** means a call report in paper or electronic form.
- g) **“Cardiac Arrest”** means a condition in which the heart has stopped or is too weak to pump effectively.
- h) **“Case Review”** means the review performed by Oxford County Paramedic Services when variances in Patient care provided by Tillsonburg Fire and Rescue Services are identified by Tillsonburg Fire and Rescue Services and/or Oxford County Paramedic Services.
- i) **“Controlled Act”** has the meaning ascribed to it in the *Regulated Health Professions Act, 1991*, (Ontario), S.O. 1991, c.18.
- j) **“CPSO”** means the College of Physicians and Surgeons of Ontario.
- k) **“CPSO Policy”** means the CPSO policy for the Delegation of Controlled Acts and Guidelines for teaching Controlled Acts under Section 28 of the *Regulated Health Professions Act, 1991* and under the *Medicine Act 1991*, S.O. 1991, c. 30.
- l) **“Data”** has the meaning ascribed to it in Section 9.
- m) **“Designated Representative”** is the designated representative of a Party as set out in Schedule A.
- n) **“Firefighter”** is a person appointed by Tillsonburg Fire and Rescue Services who is a firefighter, as such term is defined under the *Fire Protection and Prevention Act, 1997*, as may be amended from time to time.
- o) **“Governmental Authority”** means any domestic or foreign government including any federal, provincial, state, territorial or municipal government and any domestic or foreign government agency, board, commission, tribunal or other authority exercising executive, legislative, judicial, regulatory or administrative function of, or pertaining to, government.
- p) **“Including”** means “including without limitation” and shall not be construed to limit any general statement which it follows to the specific or similar or matters immediately following it.
- q) **“Investigation”** means the process of review arising from a concern regarding Patient care provided by Tillsonburg Fire and Rescue Services.
- r) **“Paramedic”** has the meaning ascribed to it under the *Ambulance Act R.S.O. 1990*, c. A.19.
- s) **“Parties”** means the Town of Tillsonburg and the Tillsonburg Fire and Rescue Services and the County of Oxford and Oxford County Paramedic Services, and **“Party”** means any one of them.
- t) **“Patient”** is any person who has suffered a medical emergency and receives medical attention, care, or treatment by Tillsonburg Fire and Rescue Services.

- u) **"Person"** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any Governmental Authority or any other entity recognized by law.
- v) **"Personal Health Information"** has the meaning ascribed to it in the *Personal Health Information Protection Act 2004*,(Ontario) S.O. 2004, c.3, Sch. A.
- w) **"PHIPA"** means the *Personal Health Information Protection Act 2004* (Ontario), S.O. 2004, c.3 Sch. A.
- x) **"Standards"** means all industry accepted standards of practice relating to the provision of prehospital emergency care in the Province of Ontario.

4. INTERPRETATION

4.1 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as such statute may be amended from time to time, or to any restated or successor legislation of comparable effect, and refers to any regulations then in force and effect thereunder.

4.2 Headings

The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The article, section and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. Reference to an Article, Section or Schedule refers to the applicable article, section or schedule of this Agreement.

4.3 Numbers and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

4.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, express or implied, between the Parties related thereto. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement.

4.5 Amendment

This Agreement may be amended, modified or supplemented only by a written agreement signed by each Party. The Parties agree that the Appendices to this agreement may be amended as needed from time to time by the Municipal Fire Chief or Paramedic Services Chief.

4.6 Waiver of Right

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no

delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

4.7 **Governing Law**

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

4.8 **Performance on Holidays**

If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, then such action shall be valid if taken on or by the next succeeding business day.

4.9 **Appendices**

The Appendices to this Agreement are as follows:

Appendix 1 – Medical Tiered Response Criteria

Appendix 2 – Quality Assurance

Appendix 3 – Lift Assist Guideline

5. **AGREEMENT**

5.1 **General**

The Town of Tillsonburg and the Tillsonburg Fire and Rescue Services agree to provide Medical Tiered Response services to County of Oxford and Oxford County Paramedic Services, and County of Oxford and Oxford County Paramedic Services hereby agree to the provision of such services, subject to and in accordance with the terms and conditions set forth in this Agreement.

5.2 The Parties agree that Tillsonburg Fire and Rescue Services will provide the resources necessary to respond to and provide Patient care on request of Oxford County Paramedic Services, in accordance with the terms and conditions set forth in this Agreement.

5.3 The Parties agree that this agreement is being entered into voluntarily and without expectation of reimbursement of costs except as provided for in accordance with the terms and conditions as set forth in this agreement.

5.4 **Exception**

The Parties acknowledge the Tillsonburg Fire and Rescue Services may be unable to respond to requests from Oxford County Paramedic Services to provide patient care when occupied with other emergencies.

6. RESPONSE CRITERIA AND NOTIFICATION

6.1 Response criteria will be according to “**Appendix 1**” of this agreement

6.2 The Parties agree the response criteria as reflected in “**Appendix 1**” of this agreement may also include immediate notification of the Tillsonburg Fire and Rescue Services for requests received by the London Central Ambulance Communications Centre for situations where the nature of the emergency may require the assistance of the Tillsonburg Fire and Rescue Services including, but not limited to;

- Motor Vehicle Collisions,
- Industrial/Construction/Agricultural Incidents,

6.3 The Parties agree the response criteria contained in paragraph 6.1 is not inclusive of requests for emergency medical service of Patients from a long-term care facility licensed under the *Long-Term Care Homes Act* (Ontario), 2007, or a public or private hospital licensed under the *Public Hospitals Act* (Ontario), 1990, or the *Private Hospitals Act* (Ontario), 1990, as may be amended from time to time.

6.4 The Parties agree that the response criteria contained in paragraph 6.1 is not inclusive of calls for service where the patient has a valid DNR confirmation form or calls for service where the Fire Department is specifically requested not to respond by the caller.

6.5 The Parties will work collaboratively to reasonably ensure the Tillsonburg Fire and Rescue Services is notified of all requests for assistance within one (1) minute of the call being committed by the London Central Ambulance Communications Centre.

6.6 The Parties agree that the time frame in paragraph 6.5 may not be achievable in circumstances of delayed ambulance response.

6.7 The Tillsonburg Fire and Rescue Services will provide immediate notification to the London Central Ambulance Communications Centre when unable to respond to a request by Oxford County Paramedic Services for assistance.

7. TRAINING

7.1 Upon request, Tillsonburg Fire and Rescue Services will provide Oxford County Paramedic Services with pertinent training records for each Firefighter who provides Patient care.

7.2 The Tillsonburg Fire and Rescue Services will be responsible for the costs of providing the training of Firefighters to carry out Patient care, inclusive of course fees, firefighter wages and costs charged by a third-party in accordance with the terms of the agreement.

7.3 Oxford County Paramedic Services will be responsible for the costs directly incurred by Oxford County Paramedic Services to assist in the training provided to firefighters when reasonably requested by Tillsonburg Fire and Rescue Services.

7.4 Tillsonburg Fire and Rescue Services will ensure an Approved curriculum is followed for Firefighters in training and continuing education programs in accordance with the applicable Standards.

8. CERTIFICATION AND RECERTIFICATION

8.1 Tillsonburg Fire and Rescue Services will ensure that all firefighters engaged in Patient care under this agreement;

- a) are either appointed by Tillsonburg Fire and Rescue Services on an indefinite or fixed term basis or have received an offer of employment from Tillsonburg Fire and Rescue Services that has not expired;
- b) have successfully completed an Approved first responder (first aid) training program within the previous three years;
- c) have successfully completed an Approved annual certification in CPR at the Health Care Provider level, or equivalent;
- d) have successfully completed an Approved Paramedic Service equipment orientation program, and;
- e) have successfully completed an Approved training, evaluation, and certification process required to perform the Controlled Act of defibrillation by a legally qualified physician in accordance with *Regulated Health Professions Act (Ontario), 1991* and the College of Physicians and Surgeons of Ontario (CPSO) policy, as may be amended from time to time.

9. QUALITY ASSURANCE

9.1 Tillsonburg Fire and Rescue Services and Oxford County Paramedic Services acknowledge and agree that:

- a) Oxford County Paramedic Services must receive all of the information contained in relevant Call Reports (the "**Data**") within the time period provided in Appendix 2 in order to facilitate its quality assurance obligations under this Agreement;
- b) Oxford County Paramedic Services is a health information custodian as defined in, and therefore is required to comply with, PHIPA, and as such is required to take steps that are reasonable in the circumstances to ensure that Personal Health Information in Oxford County Paramedic Service's custody or control, including as may be contained in each Call Report, is protected against theft, loss and unauthorized use or disclosure and to ensure that the records containing such personal information are protected against unauthorized copying, modification or disposal;
- c) where the Data contains Personal Health Information, Tillsonburg Fire and Rescue Services and Oxford County Paramedic Services further agree to collect, hold and disclose Personal Health Information pursuant to the provisions of PHIPA and Section 19 of the Act as applicable;
- d) in light of the foregoing, Tillsonburg Fire and Rescue Services agrees to provide Oxford County Paramedic Services with access to the Data and the security to access the Data for the purposes set out in a) above and as otherwise required or permitted by Applicable Law (the "**Purposes**");
- e) Tillsonburg Fire and Rescue Services and Oxford County Paramedic Services shall each notify the other of any problem with or errors in the Data of which such party may become aware.

9.2 Oxford County Paramedic Services shall develop and implement a quality assurance program consistent with applicable Standards including monitoring the delivery of Patient care provided by Firefighters through Call Report audits.

10. INFORMATION SHARING

10.1 Issues Resulting from Information Sharing

- a) Case Reviews may be performed by Oxford County Paramedic Services on patient care provided by Firefighters.
- b) All concerns received by Tillsonburg Fire and Rescue Services pertaining to patient care issues will be forwarded to Oxford County Paramedic Services for investigation and action and Oxford County Paramedic Services will notify Tillsonburg Fire and Rescue Services of the results of its investigation within two business days of completion of the investigation.

10.2 Investigations

- a) Oxford County Paramedic Services is the lead investigative organization in the case of any/all Investigations involving Patient care with the exception of cases involving a Controlled Act. The final report will be provided to Tillsonburg Fire and Rescue Services from Oxford County Paramedic Services and Tillsonburg Fire and Rescue Services will be responsible for communicating the report and its findings to any external Parties to the extent Tillsonburg Fire and Rescue Services deems appropriate, acting reasonably.
- b) Oxford County Paramedic Services may draw on any internal resources or personnel of Tillsonburg Fire and Rescue Services that may assist the lead investigator in conducting and concluding Investigations.
- c) In the event an Investigation has both service delivery as well as Patient Care issues as a component of the overall scope of the Investigation Tillsonburg Fire and Rescue Services shall remain the lead investigative authority, but will have Oxford County Paramedic Services address the Patient Care issues as a co-investigation organization or upon mutual agreement separate the Patient Care issues for investigation by Oxford County Paramedic Services.

10.3 Information to Be Shared Between the Parties

To the extent requested, the following shall be shared between the Parties during an Investigation:

- a) All relevant written/typed incident reports;
- b) All relevant audio recordings;
- c) All relevant Call Reports pertaining to an Investigation or Case Review;
- d) Contact information of individuals involved in the Investigation; and
- e) Other details as deemed appropriate by the Parties.

11. SUPPLIES AND EQUIPMENT

11.1 Oxford County Paramedic Services will provide the Tillsonburg Fire and Rescue Services any equipment used by Tillsonburg Fire and Rescue Services in connection with this Agreement or the activities described herein, with the exception of defibrillation equipment.

11.2 Expendable supplies used by the Tillsonburg Fire and Rescue Services will be replaced as reasonably necessary by Oxford County Paramedic Services at no cost to the Tillsonburg Fire and Rescue Services. Tillsonburg Fire and Rescue Services will order replacement supplies from Oxford County Paramedic Services through the approved ordering process.

11.3 Tillsonburg Fire and Rescue Services will provide approved defibrillation equipment at its own cost. Where defibrillators used by the Tillsonburg Fire and Rescue Services are compatible with those used by Oxford County Paramedic Services, replacement defibrillator pads will be provided by Oxford County Paramedic Services at no cost to the Tillsonburg Fire and Rescue Services.

12. RESEARCH

12.1 Oxford County Paramedic Services will obtain the approval in writing of Tillsonburg Fire and Rescue Services for all Oxford County Paramedic Services research proposals involving Tillsonburg Fire and Rescue Services or use of data supplied by Tillsonburg Fire and Rescue Services.

13. INSURANCE AND INDEMNIFICATION

13.1 Insurance

Each Party shall, at its own expense, obtain and maintain in full force during the Term, all insurance that would be necessary and appropriate for a prudent Person in the same business. Such insurance shall include the following:

- a) Commercial General Liability Insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence. The policy shall include the following clauses:
 - i. The other Party named as an additional insured with respect to liability arising under or in connection with this Agreement;
 - ii. Cross-liability and severability of interest clauses;
 - iii. Non-owned auto coverage; and
 - iv. Contractual liability, both oral and written;
- b) Errors and Omissions Liability Insurance insuring for liability for errors and omissions in the performance of or failure to perform its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Medical Malpractice Insurance for liability for the performance or failure to perform under this Agreement in an amount not less than \$5,000,000 per claim;

- d) Automobile Insurance under a standard Automobile Policy with limits no less than \$2,000,000 in respect of each owned or leased vehicle. Each Party is responsible for insuring their own vehicles;
- e) Each Party is responsible for insuring their own property, and;
- f) Each Party shall give thirty (30) day notice by registered mail if any coverage outlined in this agreement is reduced, altered or cancelled.

13.2 Indemnification by the Town of Tillsonburg

The Town of Tillsonburg hereby agrees to indemnify and hold harmless the County of Oxford, its directors, officers, employees, volunteers, agents, or other representatives as an agent of its party from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings ("Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Agreement, to the extent that the Claims are not caused, or contributed by, the negligence, or other (wilful or otherwise) misconduct of County of Oxford and Oxford County Paramedic Services.

13.3 Indemnification by the County of Oxford

County of Oxford hereby agrees to indemnify and hold harmless the Town of Tillsonburg, its directors, officers, employees, volunteers, agents, or other representatives as an agent of its party from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings ("Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Agreement, to the extent that the Claims are not caused, or contributed by, the negligence, or other (wilful or otherwise) misconduct of the Town of Tillsonburg and the Tillsonburg Fire and Rescue Services.

14. TERM AND TERMINATION

14.1 Term

This Agreement shall commence on the date the last Party signs and shall continue unless terminated pursuant to this Article 14 (the "Term").

14.2 Termination by Either Party

Either Party may, at any time, and for any reason, terminate this Agreement upon giving 30 days' prior written notice to the other Party.

14.3 Effective Date of Termination

The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

14.4 Consequences of Termination

Upon termination of this Agreement those provisions which expressly or by their nature are intended to survive beyond such termination will remain in effect. The termination of this Agreement shall not relieve

either of the Parties of their respective obligations or rights accrued up to and including the date of such termination.

14.5 Force Majeure

Notwithstanding anything contained in this Agreement, neither Party shall be liable for any failure or delay on its part to perform any of the terms, conditions, covenants or obligations of this Agreement to the extent that such failure or delay is the result of a cause beyond its reasonable control including such things as unavailability of material, equipment, utilities, services, an act of God, a fire, an act of the public enemy, an act of Her Majesty in her sovereign capacity, laws, a flood, a quarantine restriction, an epidemic, a labour dispute, a riot, a civil commotion, vandalism, malicious mischief or other similar cause beyond its control and not avoidable by the exercise of reasonable foresight (excluding the inability to pay for the performance of such obligation) and which occurs without the default or negligence of the Party seeking relief. The Party being delayed shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay and the other Party shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The Party delayed shall however, use its best efforts to fulfill the obligation in question as soon as reasonably possible.

15. GENERAL PROVISIONS

15.1 Co-operation

Tillsonburg Fire and Rescue Services shall co-operate with and provide assistance to Oxford County Paramedic Services as reasonably required by Oxford County Paramedic Services to facilitate the provision of Oxford County Paramedic Services obligations under this Agreement.

Oxford County Paramedic Services shall co-operate with and provide assistance to Tillsonburg Fire and Rescue Services as reasonably required by Tillsonburg Fire and Rescue Services to facilitate the provision of Tillsonburg Fire and Rescue Services obligations under this Agreement.

15.2 Confidentiality

Oxford County Paramedic Services shall not disclose to any third party any trade secret or confidential information about Tillsonburg Fire and Rescue Services that Oxford County Paramedic Services may acquire through the use of the Data. Confidential information is Data and information that is designated as such by Oxford County Paramedic Services ("**Confidential Information**"). Oxford County Paramedic Services shall use Confidential Information only for the purposes of Quality Assurance and fulfilling the obligations of this agreement. Oxford County Paramedic Services shall limit disclosure of Confidential Information within its own organization to its management team, employees, agents, consultants and other representatives having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the Tillsonburg Fire and Rescue Services. The Parties herein mutually agree that the confidentiality covenant herein shall survive the termination or discharge of this Agreement.

15.3 Nature of Relationship

Nothing contained in this Agreement shall be construed as making the Parties (or their respective successors or permitted assigns), partners or joint ventures or construed as making any Party, its directors, officers, employees, volunteers, agents or other representatives an agent of any other Party. For greater certainty, none of the employees, principals, shareholders or independent contractors of

Tillsonburg Fire and Rescue Services shall be or be deemed to be employees of County of Oxford or Oxford County Paramedic Services.

15.4 **Assignment**

Neither this Agreement, nor any rights or obligations hereunder, may be assigned by the Tillsonburg Fire and Rescue Services OR Oxford County Paramedic Services without the prior written consent of the other Party. Any purported assignment done without such consent shall be of no force or effect. This Agreement is binding upon and shall insure to the benefit of the Parties and their respective successors and permitted assigns and shall not be enforceable by or otherwise ensure to the benefit of any other Person.

15.5 **Invalidity**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to either Party.

15.6 **Costs**

Each Party shall bear its own costs with respect to the drafting, negotiation and interpretation of this Agreement and the subject matter hereof.

15.7 **Notices**

Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if it is:

- a) Delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee of the relevant party at the applicable address set forth below;
- b) Sent by prepaid first class mail; or
- c) Sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record.

In the case of Tillsonburg Fire and Rescue Services, addressed to it at:

Town of Tillsonburg

10 Lisgar Avenue,

Tillsonburg, ON N4G 5A5

Attn: Fire Chief

Fax: 519-688-0759

Tel: 519-688-3009

And, in the case of Oxford County Paramedic Services, addressed to it at:

377 Mill Street

Woodstock, ON N4S 7V6

Attn: Paramedic Services Chief

Fax: 519-537-1099

Tel: 519-539-9800

Any Notice given or made in accordance with this Section shall be deemed to have been given or made and to have been received:

- a) on the day it was delivered, if delivered as aforesaid;
- b) on the third Business Day (excluding each day during which there exists any general interruption of postal services due to strike, lockout or other cause) after it was mailed, if mailed as aforesaid; and
- c) on the day of sending if sent by Electronic Transmission during normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

Any Party may from time to time change its address for notice by giving Notice to the other Party in accordance with the provisions of this Section.

15.8 Further Assurances

Each Party shall do such acts and shall execute and deliver such further agreements, documents, conveyances, deeds, assignments, transfers and the like, and shall cause the doing of such acts and the execution and delivery of such further items as are within its power and as the other Party may in writing at any time and from time to time reasonably request, in order to give full effect to the provisions of this Agreement.

15.9 Remedies Cumulative

The rights and remedies under this Agreement are cumulative and in addition to, and not in substitution for, any other rights and remedies, available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

15.10 Counterparts and Facsimile Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument and receipt of a facsimile version of an executed signature page of this Agreement by a Party shall constitute satisfactory evidence of execution of this Agreement by such Party.

15.11 Dispute Resolution/ Consultations and Negotiation

- a) In the event of a dispute between the Parties, each Party's Designated Representative shall meet to attempt to resolve the Dispute. Each Party acknowledges that it is in their mutual interest to have their respective Designated Representative resolve all matters by mutual agreement and each agrees to act reasonably and in good faith to permit and encourage their respective representatives to do so.
- b) If such Designated Representatives are not able to resolve any Dispute referred to them within 15 Business Days, the matter shall be referred to the Medical Director of SWORBHP and the Fire Chief of Tillsonburg Fire and Rescue Services and the Chief of the Oxford County Paramedic Services each of whom shall be fully briefed on the matter and shall have the authority to negotiate on behalf of their respective Party. If such senior representatives are not able to resolve any Dispute referred to them within 15 Business Days, then the matter shall be referred to the Chief Administrative Officers of the Town of Tillsonburg and County of Oxford.

IN WITNESS WHEREOF the Parties hereto have duly executed on the _____ day of _____, 20

Town of Tillsonburg

County of Oxford

Signature: _____

Signature: _____

Name:

Name: Peter M. Crockett

Title:

Title: Chief Administrative Officer

Date:

Date:

Signature: _____

Signature: _____

Name:

Name: Ben Addley

Title:

Title: Manager/Chief, Paramedic Services

Date:

Date:

APPENDIX 1 – TIERED RESPONSE CRITERIA**TILLSONBURG FIRE AND RESCUE SERVICES**

Tiered Response Criteria

	TIER	TYPE OF CALL	IF EMS RESPONSE GREATER THAN	CODE PRIORITY
1	NO	Abdominal Pain	0 Minutes	Select Code
2	NO	Allergy Reaction	0 Minutes	Select Code
3	NO	Back Pain	0 Minutes	Select Code
4	NO	Behavioral Problems	0 Minutes	Select Code
5	NO	Bleeding (Non-Traumatic)	0 Minutes	Select Code
6	NO	Bleeding in Pregnancy	0 Minutes	Select Code
7	NO	Breathing Problems	0 Minutes	Select Code
8	NO	Burns	0 Minutes	Select Code
9	YES	Cardiac Arrest / VSA	0 Minutes	Code 4
10	NO	Chest Pain / Heart Problem	0 Minutes	Select Code
11	NO	Child Birth / Labour	0 Minutes	Select Code
12	YES	Choking	0 Minutes	Code 4
13	NO	Convulsions/Seizure	0 Minutes	Select Code
14	NO	Diabetic Problem	0 Minutes	Select Code
15	NO	Electrocution	0 Minutes	Select Code
16	NO	Environmental Exposure - Heat	0 Minutes	Select Code
17	NO	Environmental Exposure - Cold	0 Minutes	Select Code
18	NO	Eye Problems	0 Minutes	Select Code
19	NO	Falls	0 Minutes	Select Code
20	NO	Generally Unwell	0 Minutes	Select Code

Medical Tiered Response Agreement

21	NO	Headache	0 Minutes	Select Code
22	NO	Inhalation	0 Minutes	Select Code
23	YES	MVC – Enclosed Seating	0 Minutes	Code 4 and 3
24	YES	MVC – Exposed Seating	0 Minutes	Code 4 and 3
25	YES	MVC – Person Struck	0 Minutes	Code 4 and 3
26	YES	MVC – Unknown Details	0 Minutes	Code 4 and 3
27	NO	Near Drowning	0 Minutes	Select Code
28	NO	Overdose	0 Minutes	Select Code
29	NO	Stroke / CVA	0 Minutes	Select Code
30	NO	Trauma (Blunt) / Assault	0 Minutes	Select Code
31	NO	Trauma (Penetrating) / Wound	0 Minutes	Select Code
32	YES	Unconscious /Decreased Consciousness	0 Minutes	Code 4
33	NO	Unknown	0 Minutes	Select Code

34	YES	Code 4 and 3	Farm Accidents
35	YES	Code 4 and 3	Industrial Accidents

CACC use only:

Response Plan Name:

APPENDIX 1 - TIERED RESPONSE CRITERIA

Tillsonburg Fire and Rescue Services

Oxford County Paramedic Services

Signature: _____

Signature: _____

Name: Jeff Smith

Name: Ben Addley

Title: Fire Chief

Title: Paramedic Services Chief

Date:

Date:

APPENDIX 2 – QUALITY ASSURANCE

It is recognized that the quality assurance requirements will need to be reviewed regularly to ensure that the needs of all Parties are being met and in fulfillment of the terms of this Agreement.

Data Requirements

Data will be provided to Oxford County Paramedic Services as described in this Agreement. The minimum data required are to be captured in a form mutually agreed to by the Parties. Tillsonburg Fire and Rescue Services will provide Call Reports to Oxford County Paramedic Services within 2 weeks of a call.

Call Report Audits

Oxford County Paramedic Services will audit all calls where a Call Report is received by Oxford County Paramedic Services using a standardized audit tool.

The results of a call audit will be available no later than five weeks following the commencement of the audit.

The Parties agree to the following process:

- a) Oxford County Paramedic Services will issue individual case feedback forms when clarification is required.
- b) Tillsonburg Fire and Rescue Services will make reasonable efforts to encourage a response within 2 **weeks** of receipt.
- c) An additional 2 weeks may be added where the Firefighters are reasonably unavailable to complete the request, or where it is likely that the feedback form was not received.

Report Requirements

Oxford County Paramedic Services will provide the following minimum reports to Tillsonburg Fire and Rescue Services. If additional reports are required they will be negotiated and appended to this Agreement:

- a) Call Report Audit reports

Tillsonburg Fire and Rescue Services

Oxford County Paramedic Services

Signature: _____

Signature: _____

Name: Jeff Smith

Name: Ben Addley

Title: Fire Chief

Title: Paramedic Services Chief

Date:

Date:

APPENDIX 3 – LIFT ASSIST GUIDELINE

The Parties agree the following procedure will be used when Oxford County Paramedic Services requires the assistance of the Tillsonburg Fire and Rescue Services to provide assistance in the extrication of Patients:

When an on-scene paramedic crew requires assistance for the extrication of **any** Patient triaged as SCA, CTAS 1 or 2:

- A. A second paramedic crew will be responded to provide assistance, AND
- B. If not already tiered, the local Fire Departments should respond without delay.

When an on-scene paramedic crew requires assistance for the extrication of a **non-bariatric** Patient triaged as CTAS 3, 4, or 5:

- A. A second paramedic crew will be responded to provide assistance, OR
- B. If second paramedic crew cannot respond within 15 minutes to provide assistance, the Fire Department will respond to provide assistance.

When an on-scene paramedic crew requires assistance for the extrication of a **bariatric** Patient triaged as CTAS 3, 4, or 5:

- A. If not already tiered, the local Fire Departments should respond without delay.
- B. Notify the on-duty Superintendent to discuss additional resources that may be required.

Tillsonburg Fire and Rescue Services

Oxford County Paramedic Services

Signature: _____

Signature: _____

Name: Jeff Smith

Name: Ben Addley

Title: Fire Chief

Title: Paramedic Services Chief

Date:

Date: