

The Corporation of the City of Kenora

By-Law Number 100 - 2024

A By-law to authorize a Tiered Response Agreement between the Corporation of the City of Kenora Fire & Emergency Services and Kenora District Services Board Northwest EMS

Whereas The *Municipal Act, 2001* Subsection 10(2) 6 and 8 authorizes a Municipality to pass By-Laws respecting the health, safety and well-being of persons and the protection of persons and property;

Whereas the Council of the Corporation of the City of Kenora deems it necessary to have an agreement in place between the Kenora District Services Board Northwest EMS and the City of Kenora Fire & Emergency Services for Tiered Response Agreement for Medical Emergencies;

Now Therefore Be it Resolved that the Council of the Corporation of the City of Kenora enacts as follows:

1. That authorization is hereby given for the City of Kenora to enter into an agreement with the Kenora District Services Board for response to medical emergencies.
2. That the Mayor and Clerk of the Corporation of the City of Kenora be and are hereby authorized to execute an Agreement on behalf of the City of Kenora in accordance with the terms and conditions set out therein and to affix the Seal of the Corporation thereto, attached hereto as Appendix "A" to and forming part of this By-Law.
3. That the executed agreement be forwarded to Central Ambulance Communication Centre (CACC) for implementation.
4. That the CAO/Clerk/Fire Chief of the Municipality of the City of Kenora be authorized to make minor modifications to this By-Law or appendix, after the passage of this By-Law, where such modifications or corrections do not alter the intent of the By-Law.
5. That this By-Law will come into force and take effect upon third and final passing thereof.

By-Law Read a First & Second Time this 17th day of September, 2024

By-Law Read a Third & Final Time this 17th day of September, 2024

The Corporation of the City of Kenora:-

Andrew Poirier, Mayor

Heather L. Pihulak, City Clerk

**Medical Tiered Response Agreement
Between**

The Corporation of the City of Kenora Fire and Emergency Services
(Herein know as FD)

and

Kenora District Service Board
“Paramedic Services”
(Herein known as KDSB)

The KDSB and the FD wish to enter into a Medical Tiered Response Agreement for the mutual benefit of each agency and to assist Kenora residents and visitors. The development of a Medical Tiered Response Agreement is not intended to place undue hardship or pressure on any emergency service, rather Medical Tiered Response Agreements are intended to provide a rapid response of trained personnel to specified events and within specified times and as specified in this document.

The Medical Tiered Response Agreement will be reviewed by both organizations annually and when required, amended to reflect evolving community needs, or capacity. Where no amendments are brought forward by either party, this agreement shall remain in full force and effect.

The Medical Tiered Response Agreement may be terminated by either agency with a minimum of three (3) months written notice. Participating agencies will be subject to all legislated responsibilities including but not limited to maintenance of patient confidentiality as provided in the Personal Health Information Protection Act.

The Medical Tiered Response Agreement is not intended to alter the assignment of participating agencies from those incidents that they would normally respond to under their mandate for specific service delivery. As an example, FD may wish to respond to all motor vehicle collisions in order to provide agency specific activities. Such a response would not be part of a Medical Tiered Agreement but would be managed within their organization.

FD Responsibilities

- Prevent, control and/or extinguish fires
- Control and coordinate all rescue operations
- Control and coordinate incidents involving spills, leaks or dangerous goods
- Make decisions to evacuate any part of a scene
- Provide patient care prior to paramedic arrival
- Assist with patient removal, care and treatment at the direction of paramedics

KDSB Responsibilities

- Paramedics are responsible for the care and transportation of patients
- Paramedics will assist other public safety personnel as required, secondary to patient care and transport.

Medical Tiered Response Activation Criteria

1. Problem codes as outlined in Appendix A
2. Where a request for assistance is made by responding Paramedics.

Medical Tiered Response Exclusion Criteria

1. Medical Tiered Responses will not be activated to a care facility, long term care residence or hospital that have staff on-duty capable of assisting the client or patient while awaiting the Paramedic Services arrival.

It is understood that the Fire Service may not be available to respond to a Medical Tiered Response request due to a competing incident, or for any other reasons determined by the senior Fire Services Officer. Where possible, such an "other reason" should be communicated to the Kenora Central Ambulance Communications Centre (CACC) and include the estimated duration for suspension of the Medical Tiered Response Agreement.

FD Notification Process

The Kenora CACC will notify the FD through established communications processes in the event of an emergency that meets inclusion criteria. If at the time of activation, the FD is unable to respond they will immediately notify Kenora CACC. This information will be communicated to responding Paramedic Services staff.

Recommended Medical Tiered Response Compliance

1. FD personnel who respond to any Medical Tiered Response incident shall hold a valid minimum certification of Standard First Aid and CPR-HCP, CPR-BLS or other equivalent.
2. FD personnel shall provide supportive and interventional care to their level of certification, including use of an Automated External Defibrillator where such a device is deployed on the FD vehicle.
3. The FD will fill out a *First Response Team Report* for all patient care rendered.
4. Upon arriving at the patient(s), firefighters will relay patient numbers and condition to CACC.
5. Upon arrival of paramedics, a firefighter designated by their command will identify themselves, provide initial patient assessment information, treatment provided and scene conditions.
6. Firefighters and paramedics will be familiar with this agreement.

7. KDSB will endeavour to replace normally issued medical disposables used by the FD at no charge monthly, where such items are available.
8. KDSB will review and consider funding support requests annually, made by the FD for upgrading equipment, at no charge to FD, to be used in the provision of medical services. This clause does not guarantee funding will be provided.
9. Any concerns or conflict between agencies will be addressed through the Fire Service Incident Commander/Senior Officer and the Paramedic Services supervisory personnel on duty. Escalation will be managed through the Chiefs' offices.
10. KDSB will work with FD to ensure an effective Medical Tiered Response program by assisting with;
 - Annual Training that includes but is not limited to, Introduction to Paramedic Services equipment and processes, Equipment types and locations, Stretcher removal and handling and any other information agreed to between the Chiefs. Any stipend or wage payable shall be the responsibility of each agency involved for their own employees.
11. Each Party shall indemnify and hold harmless the other, including its elected officials, employees, agents, representatives and volunteers from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, actions, suits or other proceedings by whomever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by its acts or omissions, including those of its elected officials, officers, representatives, agents, servants, employees, contractors, customers, invitees or licensees, and/or as a result of activities under this Agreement. This clause shall survive the Term of this Agreement.
12. Each Party is responsible for all costs associated with its workplace accident and all premiums or assessments owing to the Workplace Safety and Insurance.
13. Each Party shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.
14. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by

a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

15. If available, this agreement shall accompany a resolution or memorandum of understanding from the municipality or municipal council, authorizing and approving participation of the FD in the Medical Tiered response Agreement.

16. The authorized representative of each partner agency shall sign this agreement.

Use of Facilities

1. KDSB agrees to pay the City of Kenora for the use of up to five (5) parking spots at Fire Station #1 as per the Tarif and Fees & Charges as amended from time to time.

Signed on behalf of the
City of Kenora on the _____ day of _____, 2024

Mayor Andrew Poirier

Heather Pihulak, City Clerk

Signed on behalf of the
Kenora District Services Board on the _____ day of _____, 2024

Henry Wall, CAO

Corrine Owen, Director of Finance

APPENDIX A

TIERED RESPONSE NOTIFICATION CRITERIA

As part of the Tiered Response Agreement the City of Kenora Fire & Emergency Services (CKFES), with in the District of Kenora, will be immediately dispatched by Kenora Ambulance and Fire Communications Centre (CACC) to assist Kenora District Services Board – Northwest EMS (KDSBEMS) based on the following criteria:

| Respiratory Arrest | Respiratory Arrest | Cardiac Arrest | Cardiac Arrest | Major Trauma |
|--------------------|--------------------|----------------|----------------|---|
| 06E01 | 11E01O | 03D01 | 21D01 | 21D04T |
| 06E01A | 11E01U | 04D01 | 21D01M | 21D05M |
| 06E01E | 12D01 | 04D01A | 23D01 | |
| 06E01O | 12D01E | 04D01S | 23D01A | |
| 11D02 | 12D03E | 04D01T | 23D01C | |
| 11D02C | 15E01 | 09D01 | 23D01D | |
| 11D02F | 15E01E | 09E01 | 23D01E | |
| 11D02M | 15E01L | 09E02 | 23D01F | |
| 11D02O | 19D05 | 09E03 | 23D01G | |
| 11D02U | 19D05 | 09E04 | 23D01H | Motor Vehicle |
| 11E00 | 21D01 | 09E05 | 23D01I | Collision (involving personal injury) |
| 11E00C | 21D01M | 14E01 | 25D01 | |
| 11E00F | 21D04T | 14E01D | 27D01 | |
| 11E00M | 31D01 | 14E01F | 27D01G | Collision (involving patient entrapment) |
| 11E00O | 31E01 | 14E01I | 27D01I | |
| 11E00U | | 14E01S | 27D01P | |
| 11E01 | | 14E01W | 27D01S | |
| 11E01C | | 17D02 | 27D01X | |
| 11E01F | | 17D02E | 27D01Y | |
| 11E01M | | 17D02P | 30D01 | |
| | | 17D02J | | |