



**City of Kingston  
Report to Council  
Report Number 18-351**

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**To:** Mayor and Members of Council  
**From:** Denis Leger, Commissioner, Corporate and Emergency Services  
**Resource Staff:** Shawn Armstrong, Fire Chief  
**Date of Meeting:** November 6, 2018  
**Subject:** Medical Tiered Response Program Agreement with the County of Frontenac Paramedic Service

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**Executive Summary:**

The County of Frontenac, providing service through Frontenac Paramedic Service (FPS), is responsible for and is designated as the delivery agent for the provision of land ambulance services for the City of Kingston and the County of Frontenac coverage area. Medical tiered response is a program that activates public safety resources in concert with the paramedic service to ensure a rapid first response capability to a potentially life-threatening emergency.

Since 2007, a formal medical tiered response program has been in place and provided within the City of Kingston. The program activates the closest Kingston Fire & Rescue (KFR) apparatus to provide first responder assistance to injured or ill person(s) until the arrival of Frontenac Paramedic Service. The County of Frontenac wishes to continue the medical tiered response program with the City of Kingston and is seeking to update and improve the agreement that is currently in place. Council's approval is required to enter into a new agreement with the County of Frontenac for the medical tiered response program.

**Recommendation:**

**That** Council authorize the Mayor and Clerk to execute an agreement with the County of Frontenac for the provision of a Medical Tiered Response Program as set out in Exhibit 'A' to Report Number 18-351, in a form satisfactory to the Director of Legal Services.

**Authorizing Signatures:**

ORIGINAL SIGNED BY COMMISSIONER

**Denis Leger, Commissioner,  
Corporate and Emergency  
Services**

ORIGINAL SIGNED BY CHIEF ADMINISTRATIVE OFFICER

**Gerard Hunt, Chief Administrative Officer**

**Consultation with the following Members of the Corporate Management Team:**

Lanie Hurdle, Commissioner, Community Services	Not required
Jim Keech, President & CEO, Utilities Kingston	Not required
Desirée Kennedy, Chief Financial Officer & City Treasurer	Not required

## Options/Discussion:

In addition to cardiopulmonary resuscitation (CPR), public access defibrillation and standard first aid, the provision of medical tiered response is internationally recognized as an effective method for coordinating public or private safety agencies when providing rapid first response assistance during a medical emergency. Medical tiered response endeavours to send the closest appropriate emergency response agency to assist at an emergency scene until the primary response agency, land ambulance services, can arrive and provide advanced levels of patient care and transport to a hospital.

Medical tiered response programs have been providing additional resources during life-threatening medical emergencies across many parts of Ontario for over 20 years. Kingston Fire & Rescue (KFR) has participated in medical tiered response since the early 1990's. In 2007, the County of Frontenac, providing service through Frontenac Paramedic Service (FPS) and the City of Kingston, responding through KFR, entered into a Medical Tiered Response Agreement. KFR received previous Council support and approval to participate in this program in July 2007. Since 2015, KFR has responded to a total of 3,672 responses to medical emergencies.

Updates to the existing agreement are required and requested by the County of Frontenac to adopt mutual covenants including terms and conditions involving the Personal Health Information Protection Act (PHIPA), and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The updated agreement further provides assurances that first responders participating in tiered responses maintain all required qualifications as set out and use routine practices to protect against the transmissions of infections or other transmittable diseases.

The criteria for activating Kingston Fire & Rescue for a medical tiered response will remain unchanged in the updated agreement. Kingston Fire & Rescue's Communication Centre will continue to be notified by the Central Ambulance Communication Centre when an emergency meets the following conditions:

1. Vital Signs Absent
2. Unconscious Patient
3. Airway Obstruction
4. Absence of Breathing
5. All Motor Vehicle Accidents
6. All other high priority (code 4) calls when the ambulance response is greater than 15 minutes and when there is a clear response time advantage for Kingston Fire & Rescue to attend.

The proposed new agreement is attached in Exhibit 'A' of this report.

**Existing Policy/By-Law:**

By-Law 2007-193 (By-Law to Establish and Regulate Fire & Rescue Services)

**Notice Provisions:**

Not applicable.

**Accessibility Considerations:**

Not applicable.

**Financial Considerations:**

The provision of medical tiered response forms part of the annual Fire & Rescue operating budget and is undertaken with existing staff, resources and equipment.

**Contacts:**

Shawn Armstrong, Fire Chief, 613-546-4291, extension 5203

**Other City Staff Consulted:**

Not applicable.

**Exhibits Attached:**

Exhibit 'A' Proposed Tiered Response Agreement dated December 1, 2018

## **Agreement for County Medical Tiered Response Program**

Made the 1<sup>st</sup> day of December 2018.

Between:

The Corporation of The County Of Frontenac (The “County”)

### **Of The First Part**

And

The Corporation of The City of Kingston (The “City”)

### **Of The Second Part**

**Whereas** tiered response is recognized internationally as an effective method of coordinating public or private safety agencies to provide rapid first response assistance to the public in the timeliest and efficient manner possible by endeavouring to send the closest appropriate emergency response agency to render assistance at the scene of an emergency incident until the primary response agency can arrive;

**And Whereas** Medical Tiered Response Agreements are formal written documents negotiated between two or more public and/or private sector safety agencies with the intent to establish local protocols for a multi-agency response to a life threatening incident, outlining the capabilities, expectations and limitations of each agency and defining the criteria for participation;

**And Whereas** such written agreements provide a framework for cooperation between, and coordination of, emergency services on a local level and acknowledge that a teamwork approach toward the coordination of safety agencies improves the response to specified emergency situations and overall level of public safety in the community;

**Now This Agreement Witnesseth** that in consideration of the foregoing and the covenants and agreement hereinafter set out, the parties hereto agree as follows:

#### **1. County Medical Tiered Response Program**

This Program sets out the Response Criteria, Notification and Activation for the City and the County. The following principles have been established:

- a) To ensure the timely availability of staff and resources to safely and efficiently mitigate a life threatening incident;
- b) To establish a common coordinated approach to arbitrate disputes;

- c) To identify that participation is voluntary and may be terminated as per the “Termination” clause below;

## 2. County Activation Criteria for Tiered Response

### **LIFE THREATENING EMERGENCY:**

The City’s Fire & Rescue Services will be notified following Central Ambulance Communications Centre (CACC) committal or information update to a call for the following conditions:

1. Vital Signs Absent (VSA)
2. Unconscious Patient
3. Airway Obstruction
4. Absence of Breathing
5. All Motor Vehicle Accidents

### **ALL OTHER CODE 4 CALLS:**

The City’s Fire & Rescue Services will be notified to respond to all other code 4 emergency calls when:

Response 15 -

If ambulance response to the scene is greater than 15 minutes and when there is a clear response time advantage.

## 3. System Notification/Activation

In order for the Program to provide the greatest benefit to the public, the City needs to respond to life threatening incidents, when there is a clear response time advantage in scene arrival, over the usual primary agency response time.

The effectiveness of the Program is dependent upon prompt notification. The City will be notified within **(1) one minute** of call committal or information update of an ambulance to a life-threatening incident 90% of the time or greater.

Notification to the City of a request for tiered response will include the location and the nature of the emergency. Notification will not include the personal health information of individuals requesting emergency assistance. Upon arrival at the location, the City Fire & Rescue Service will take steps to identify individuals and collect information required for the provision of emergency services from these individuals directly.

#### **4. Changes to County Activation Criteria for Tiered Response**

Any changes to the criteria must be agreed to by the County and the City through an amendment to this Agreement.

#### **5. Terms and Conditions**

The Central Ambulance Communications Centre (CACC) Liaison Officer shall be identified as indicated in the Fire Marshal's Communiqué 2006-13.

Fire emergencies and rescues shall take precedent over requests for medical tiered response notifications and it is recognized that the City may not be able to respond upon notification if occupied with another emergency or for any other reason as determined by their senior on-duty fire officer and/or by CACC. No liability shall be incurred by the City for failing to respond to a tiered response request.

The City shall:

- a) Ensure that all fire fighters, involved with direct patient care, have completed and are certified in an approved OFM Emergency First Response Course (i.e. Pre-hospital Patient Care Emergency First Response Program (30 hour), St. John Ambulance – Medical First Responder, Red Cross - Medical First Responder).
- b) Assist the County's Frontenac Paramedic Services (FPS) en route to hospital when requested and FPS shall make every reasonable effort to transport that fire fighter to his/her respective station as soon as possible, following termination of patient care.
- c) Ensure that, as of November 15 every year, each fire fighter who is in charge of patient care shall,
  - i) Possess a valid certificate signed by a physician that states that he/she has been immunized against influenza, or that such immunization is medically contraindicated; or
  - ii) Has on file with the City that he/she has taken the educational review (as provided to the City by Frontenac Paramedic Services) and has not been, and does not intend to be, immunized against influenza.
- d) Ensure that responding fire fighters perform routine practices and additional precautions for preventing the transmission of infection, especially infectious respiratory diseases. These routine practices and additional precautions may include,
  - i) Routine hand hygiene,
  - ii) Wearing of disposable gloves,

- iii) At a minimum, the use of fluid resistant particulate respirator masks (N95 is designed to filter up to 95% of airborne particles in a size range of 0.1 to > 10 microns and provides a better facial seal), and in the event that the City's Fire Service uses the N95 masks, undertake fit testing qualitatively to ensure maximum mask effectiveness (once the fit testing is complete, fire fighters should be aware of the size of mask required for adequate protection).
- e) Provide written confirmation to the County Chief Paramedic, by January 1<sup>st</sup> of each year of:
  - i) All firefighters attending Medical Tiered Response calls have up-to-date qualifications, and
  - ii) Valid influenza immunization certificates or alternate documentation for all fire fighters.
- f) All Parties agree that upon request they will provide documentation detailing all emergency responses for a given period, subject to:
  - i) the County's obligations as a Health Information Custodian under the *Personal Health Information Protection Act, 2004 (PHIPA)*, which include but are not limited to the requirement to obtain express consent prior to disclosing personal health information; and
  - ii) the City's obligations regarding the disclosure of personal information under the *Municipality Freedom of Information and Protection of Privacy Act (PHIPA)*.

The Parties agree that nothing in this Agreement shall be interpreted as authorizing the City's Fire & Rescue Services to collect personal health information on behalf of the County or any party acting for the County, or as creating an agency relationship between the County and the City, its Fire & Rescue Services, or any other party for the purposes of PHIPA.

The County will not financially reimburse the City for participating in the Program. However, it does sponsor a disposable equipment exchange program (O2 Masks, Disposable Splints, etc.) where certain equipment can be replaced at no cost. Where the City equipment is compatible, a straight exchange may take place. In the event that the equipment is incompatible, the County assumes no responsible for equipment replacement.

## **6. Disputes/Issues**

Disputes or issues arising between the City and the County shall be in writing. A review committee including the County's Chief Paramedic, the CACC Liaison Officer and the City's Fire Appointed Representative shall consider the facts. Disputes or issues must be clearly stated and shall include the time, date, location and all parties involved.

**7. Termination**

Ninety (90 days) written notification is required to terminate involvement in this Program.

**8. Notification**

Any notice to be given under this agreement may be given personally or by prepaid first class mail and delivered to the following addresses:

County:

City:

Chief Administrative Officer  
County of Frontenac  
2069 Battersea Road  
Glenburnie ON K0H 1S0

Chief Administrative Officer  
City of Kingston  
216 Ontario Street  
Kingston. ON K7L 2Z3

IN WITNESS THEREOF the Parties hereto agree to the terms of this contract.

**The Corporation of the County of Frontenac**

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Warden Ron Higgins

Date

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\_\_\_\_\_

Kelly J. Pender, CAO

Date

**The Corporation of the City of Kingston**

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\_\_\_\_\_

Mayor

Date

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\_\_\_\_\_

Clerk

Date