



## County Council

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**Meeting Date:** November 23, 2021

**Submitted by:** Neal Roberts, Chief of Paramedic Service / Director of  
Emergency Services

**Subject:** EMS Offload Delay Nurse Program

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### **BACKGROUND:**

The purpose of this report is to provide an update on the status on the EMS Offload Delay Nurse Program for the Middlesex-London Paramedic Service and request Council approval to enter into a new agreement with London Health Sciences Centre.

### **ANALYSIS:**

On October 27, 2020, the Director of Emergency Services/Chief, Middlesex-London Paramedic Service received notification that the Ministry of Health and Long-Term Care will provide the County of Middlesex with up to \$676,448 in one-time funding for the 2020-21 funding year to provide an EMS Offload Nurse for 16 hours per day/7 days per week at the Victoria Hospital site and for 16 hours per day/ 7 days per week at the University Hospital site (inclusive of Statutory Holidays).

The letter from the Minister of Health announcing the 2020/21 funding is attached. As per past practice and as a requirement from the Ministry of Health, a contract between the County of Middlesex and London Health Sciences Centre for the EMS Offload Nurse Delay Program is required. The proposed agreement is attached to this report and has been sent to London Health Sciences Centre for review.

### **RECOMMENDATION:**

That a renewed annual Agreement between the London Health Sciences Centre, the County of Middlesex and the Middlesex-London Emergency Medical Services Authority for the EMS Offload Delay Nurse Program be approved; and that the Warden and the County Clerk; and the Chief, Middlesex-London Paramedic Service be authorized to execute the attached agreement, subject to agreement by London Health Sciences Centre, and that the necessary by-law be forwarded to County Council for approval.

## **SERVICE AGREEMENT**

**This Agreement** is effective as of the 31<sup>st</sup> day of April 2021

### **BETWEEN**

#### **LONDON HEALTH SCIENCES CENTRE**

(hereinafter called "LHSC")

- AND -

#### **THE CORPORATION OF THE COUNTY OF MIDDLESEX**

(hereinafter called the "COUNTY")

-AND-

#### **MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY**

operating as

#### **MIDDLESEX-LONDON PARAMEDIC SERVICE ("MLPS")**

**WHEREAS** LHSC is a public hospital operating in Ontario under the authority of the Public Hospitals Act (PHA), R.S.O. 1990, c.P.40 (Ontario) and is incorporated under the authority of the Corporations Act, R.S.O. 1990, c. C.38 (Ontario).

**WHEREAS** The County, pursuant to Ministerial Order under the Ambulance Act dated January 5, 2000 is the designated delivery agent (manager) of land ambulance services in the designated geographic service area of the County of Middlesex and City of London and acts pursuant to resolution and by-law of County Council in accordance with section 5 of the Municipal Act, 2001.

**WHEREAS** MLPS is a Municipal Service Board (as regulated by *Municipal Act, 2001*) of the County under the leadership of the Chief, which operates from its administrative headquarters located at 1035 Adelaide Street South, London, Ontario.

**WHEREAS** the County is responsible for ensuring the proper provision of land ambulance services in the City of London and the County of Middlesex presented the Ministry of Health and Long-Term Care ("**MOHLTC**") with a proposal (hereinafter, "the **Proposal**") that would provide immediate relief with respect to persistent land ambulance offload pressures at the Emergency Departments of specific hospitals ("**ED/s**").

**AND WHEREAS** the Proposal is designed to reduce the number of ambulances experiencing offload delays in those communities and to return as many ambulances as quickly as possible into the communities.

**AND WHEREAS** MOHLTC has reviewed the Proposal and has agreed to provide funding to the County on the condition that the County enters into an agreement with the selected local hospitals to have each hospital provide one or more Registered Nurses in one or more ED(s), which would be dedicated solely to receiving, treating and

managing patients in non-life-threatening conditions that are brought to the hospital ED(s) by ambulance.

**AND WHEREAS** LHSC is identified as one of the hospitals selected by MOHLTC to have a dedicated Registered Nurse, dedicated solely to receiving, treating and managing patients in non-life-threatening conditions that are brought to LHSC's ED by ambulance.

**AND WHEREAS** MLPS has been certified to provide land ambulance services by the MOHLTC and has entered into a contract to provide land ambulance services on behalf of the County.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **DEFINITIONS**

In this Agreement:

**"Agreement"** means this agreement and all schedules, if any, attached to this agreement, in each case as they may be supplemented or amended from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this agreement, and unless otherwise indicated, references to articles and sections are to the specified articles and sections in this agreement.

**"Ambulance Services"** means providing 24-hour emergency and non-emergency pre-hospital medical care and emergency medical services by MLPS and surrounding counties to LHSC.

**"Applicable Law"** means all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, and by-laws enacted or adopted by a governmental authority and ii) means the *Personal Health Information Protection Act, 2004, S.O. 2004. c. 3, Sched. A ("PHIPA")* and/or the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56 ("MFIPPA")*, or any law of Ontario, or law of Canada applicable in Ontario, superseding either or both PHIPA or MFIPPA or otherwise governing Personal Health Information ("**PHI**"), including its collection, use and disclosure and (iii) all policies, practices, guidelines and directives of any governmental authority or body that, although not actually having the force of law, are considered by such governmental authority or body as requiring compliance as if having the force of law, that are binding upon either of the parties and that are applicable to this Agreement and the Services, or any portion thereof.

**"Business Day"** means any day, other than Saturday, Sunday, any statutory holiday in the Province of Ontario, or other holiday recognised by the Parties, including, without limitation, the third Monday in February (Family Day), Easter Monday, Civic Holiday and Remembrance Day.

**"Calendar Day"** means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays and Holidays. The term "day" shall mean calendar day whether or not expressly identified.

**"Confidential Information"** means all confidential or proprietary information, intellectual property (including trade secrets), personal information, personal health information and confidential facts relating to the business and affairs of the disclosing party.

**"Costs"** means the combined total of direct wages, payroll taxes, benefits paid, and other deductions by LHSC to the Offload Nurse for performing services pursuant to this Agreement.

**"Nursing Services"** means the services set out in Appendix 1 attached hereto.

**"Offload Nurse"** means a Registered Nurse ("RN") skilled and trained in emergency response medicine employed by LHSC to provide Nursing Services for the purposes of carrying out this Agreement.

**"Party"** or **"Parties"** refers to LHSC, County, and/or MLPS, individually or all three collectively.

**"Patient"** refers to the patient transferred by MLPS to LHSC.

**"Personal Health Information"** or **"PHI"** has the meaning given in PHIPA.

**"Personal Information"** or **"PI"** has the meaning given in MFIPPA.

**"Privacy Breach"** has the meaning as defined by PHIPA.

**"Unusual Circumstances"** means circumstances where diversion or reassignment of the Offload Nurse is required in order to prevent harm to patients or staff, and where all other available efforts have been unsuccessful in addressing the operational requirement.

## **SECTION 1: ROLES AND RESPONSIBILITIES**

### **1.1 LHSC agrees:**

- 1.1.1 To provide an Offload Nurse at each of its sites to accept care of patients in non-life-threatening conditions brought into each of these, known as the University Hospital Emergency Department and Victoria Hospital Emergency Department (the **"LHSC ED/s"**) by paramedics in accordance with this Agreement and Appendix 1, attached herein;
- 1.1.2 The hours of work will be between 07:00 hours to 23:00 hours, seven days a week including statutory holidays, for a total of 16 hours of offload nursing support per day at University Hospital Emergency Department;
- 1.1.3 The hours of work will be between 07:00 to 23:00 hours, seven days per week including statutory holidays, for a total of 16 hours of offload nursing support per day, at Victoria Hospital Emergency Department;
- 1.1.4 The Charge Nurse on duty will contact the on-duty MLPS Operations Superintendent at the beginning of the shift or, alternatively, immediately

following bed huddle to discuss the status of the department and the hours of offload nurse staffing;

- 1.1.5 The Offload Nurse will provide care for a minimum of four (4) adult patients and up to six (6) adult patients simultaneously who have been evaluated to be at Canadian Triage and Acuity Scale (“**CTAS**”) levels 3-Urgent, 4-Less Urgent, and 5-Non-Urgent and will provide the primary triage of patients and direct the offloading to the LHSC ED waiting area of appropriate MLPS patients based on the document titled “Criteria to offload MLPS Patients to the Emergency Department (ED) Waiting Room”; known as Appendix II for the purposes of this agreement, attached hereto;
- 1.1.6 To supply appropriate stretchers for patients offloaded to the care of the Offload Nurse, in an area where the Offload Nurse can observe the patients;
- 1.1.7 There will be six stretchers immediately available for MLPS patients when the Offload Nurse begins the shift;
- 1.1.8 The Offload Nurse will be available to accept care of MLPS patients during their entire shift. Coverage for breaks and meals will be the responsibility of LHSC. The nurse designated to cover breaks will continue to assess and offload patients based on guidelines set out in Appendix II;
- 1.1.9 Any patients remaining in the care of the Offload Nurse at the end of their scheduled shift will remain the responsibility of LHSC. Where patients remain in their care near the end of the scheduled shift and it appears that patient(s) will not be cleared by the end of the shift, the Charge Nurse on duty has the option to call the MLPS Operations Superintendent who will contact the Duty Officer for MLPS to notify them that overtime may be required. If overtime is required, LHSC will track the number of times and the costs associated with these hours.
- 1.1.10 While working overtime, the Offload Nurse will continue to perform primary triage and direct the offloading to the LHSC ED’s waiting area of appropriate MLPS patients. No additional patients will be left in the care of the Offload Nurse while working overtime with the understanding that the patient(s) under the care of the Offload Nurse would be the first to move to an ED bed that becomes available (subject to acuity);
- 1.1.11 To ensure that the Offload Nurse will be available to assume care of arriving MLPS patients within fifteen minutes of patient arrival after triage, unless unusual circumstances exist at an LHSC ED at the time a particular MLPS patient arrives; to triage MLPS patients within 15 minutes of their arrival, unless unusual circumstances exist at the LHSC ED when the MLPS patient arrives. In accordance with LHSC documentation guidelines, the Offload Nurse will record the time of triage at beginning of the triage assessment and assign a CTAS priority code based on the patient condition. The Offload Nurse will record the time of transfer of care as soon as it occurs. There will be two transfers of care times. The first will occur when the Offload Nurse assumes care. The second will be when the Offload Nurse transfers care and the patient is moved to an LHSC ED treatment bed or discharged. Both will be recorded for every patient that the

Offload Nurse receives. LHSC will forward these statistics for each day to MLPS Senior Management on a weekly basis;

- 1.1.12 To make every effort to bring in ED RNs to resolve staffing shortages in an LHSC ED; to not invoice the County for the time the Offload Nurse is not available to receive or triage ambulance patients; and to not reassign the Offload Nurse to increase staff elsewhere in an LHSC ED, unless unusual circumstances exist at the LHSC ED. Reinstatement of the Offload Nurse must be completed as soon as possible after the unusual circumstance which took them away from the position;
- 1.1.13 To track and document any time the Offload Nurse position is not filled and report monthly to MLPS Management;
- 1.1.14 Prior to the Offload Nurse being reassigned to an alternate position or assignment within the LHSC ED, there must be communication with the MLPS Operations Superintendent on duty and LHSC Management and both must have acknowledged and consented to this action prior to the Offload Nurse being reassigned.

## **1.2 The County agrees:**

- 1.2.1 It has the authority to reduce the hours of work to reflect changes in MOHLTC funding. Any changes in hours of work will be negotiated no less than annually between the parties to this Agreement; The County will notify LHSC immediately related to any changes to current funding.
- 1.2.2 The Chief of MLPS will be notified when the Offload Nurse is required to work overtime until the patients can be cleared and such notification shall not be unreasonably denied.
- 1.2.3 To notify the LHSC ED Charge Nurse on duty that MLPS has been notified that overtime is required for the Offload Nurse.

## **1.3 MLPS agrees:**

- 1.3.1 Starting one half hour (30 minutes) prior to the scheduled end of the Offload Nurse shift, any new MLPS patient will be cared for by the paramedic crew bringing the patient into the hospital.

## **SECTION 2: LEGAL RELATIONSHIP**

- 2.1 This Agreement is not intended by the Parties to constitute or create a joint venture, partnership or formal business organization of any kind. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party and neither Party is in any way authorized to make any contract, agreement, warranty, or representation on behalf of the other Party or to create any obligations, express or implied, on behalf of the other Party.

- 2.2 The Parties shall act as independent contractors in the performance of this Agreement. Neither Party shall act as or be deemed to be agent for nor partner of the other Party, for any purpose whatsoever, and the employees of one Party shall not be deemed the employees of the other Party. Each Party acknowledges that it shall bear no responsibility whatsoever for the payment of wages, benefits, employment insurance premiums, workers' compensation, tax, pension deductions, vacation pay, health insurance or other similar payments and all other matters arising out of the normal relationship of the employer/employee with respect to the employees or agents of the other Party.
- 2.3 For further clarity, the Parties agree that each shall be responsible exclusively for its own employees. This responsibility shall include, without limitation, responsibility for interactions with unions, interactions with the Workplace Safety and Insurance Board, and liability and indemnity as contemplated under this Agreement.
- 2.4 The Parties agree that they will comply with all statutory and other legal obligations in the workplace, including but not limited to the *Human Rights Code*, RSO 1990, c H.19 and the *Workplace Safety and Insurance Act*, 1997 SO 1997 c.16.

### **SECTION 3: OCCUPATIONAL HEALTH AND SAFETY**

- 3.1 The Parties will collaborate as needed on health and safety risks. LHSC shall be accountable for compliance with the *Occupational Health and Safety Act*, RSO 1990 c. O.1 (the "**OHSA**") and all applicable regulations therein. MLPS will ensure any concern with regard to the health and safety of the physical space at LHSC are raised to LHSC by MLPS.
- 3.2 MLPS is accountable to ensure its staff has been trained in foundational health and safety programs such as the Workplace Hazardous Materials Information System (the "**WHMIS**") (including exposure to infectious agents), health and safety awareness and workplace violence prevention. LHSC shall ensure any facility specific procedures are shared with MLPS, to ensure MLPS staff can be appropriately familiarized with them prior to working in that location/space.
- 3.3 MLPS shall ensure it take every reasonable precaution in the circumstance to protect the health and safety of its staff, as per the applicable requirements, updates or guidance on precautions, that employers should take to protect their workers, set out by the Ministry of Health, Public Health and the Chief Medical Officer of Health.
- 3.4 MLPS shall ensure any MLPS procedures or program specific procedures are shared with LHSC, to ensure LHSC staff can be appropriately familiarized with them as needed.
- 3.5 LHSC shall ensure any applicable LHSC policies and/or procedures or program specific procedures are shared with MLPS, to ensure MLPS staff can be appropriately familiarized with them as needed.
- 3.6 In the event of a workplace illness or injury to an MLPS staff member while on LHSC premises, the reporting requirements of the OHSA will govern the reporting of such events. MLPS will notify the relevant LHSC personnel as soon as possible of the

illness or injury and complete any applicable required documentation. LHSC agrees to grant MLPS access to LHSC premises to allow MLPS to conduct any necessary inspection or assessment, required documentation or reports as may be required under the OHSA.

- 3.7 During the term of this Agreement, MLPS shall ensure Workplace Safety and Insurance Board (“**WSIB**”) coverage is arranged and furnished and shall be responsible for any and all such coverage and any reporting requirements for its own staff/employees. LHSC shall ensure WSIB coverage for its own employees including the Offload Nurse and shall be responsible for any and all such coverage and reporting requirements.

#### **SECTION 4: PRIVACY & CONFIDENTIALITY**

- 4.1 Where applicable, MLPS will, by means of their business relationship with LHSC, have access to Confidential Information about staff, affiliates, patients, visitors and/or business of LHSC.
- 4.2 On signing this Agreement, both parties shall comply with all applicable laws, statutes, rules, and regulations respecting the collection, use and disclosure of Confidential Information, including but not limited to PHIPA and MFIPPA and each party, will use confidential information strictly for the purposes agreed in this Agreement and for the provision of care.
- 4.3 Both LHSC and MLPS confirm to have a program in place for the education of its staff, affiliates and/or agents on privacy, confidentiality and security of information and ensures that employees are aware of their privacy and confidentiality obligations.
- 4.4 Both Parties confirm to keep current a privacy policy, which assigns a person responsible for privacy compliance, outlines a process for dealing with privacy complaints, and defines a breach management process. Upon request of either Party, the Parties agree to share their privacy policy. Either party has the right to request from the other party, a review or audit of the party’s privacy policies and practices and security practices or measures with reasonable notice.
- 4.5 On signing this Agreement the parties confirm that any Confidential Information regardless of format, obtained by any employee, affiliate and/or agent of LHSC and MLPS will be kept confidential and secure and both Parties must use effective administrative, technological and physical safeguards to protect Confidential Information against such risks as unauthorized access, use, disclosure, copying, modification, disposal, loss or theft. Security measures must include, but are not limited to, antivirus protection software, secure file transmission protocol, backup security, encryption software and the development and maintenance of acceptable business recovery plans.
- 4.6 MLPS and LHSC agrees to notify the other party within one (1) Calendar Day and in writing if they becomes aware of a privacy, confidentiality or security breach relating to either party’s confidential information. In that event, the Parties agree to collaborate on investigating the suspected privacy breach and if a breach is confirmed, the Parties will work together to identify the cause of the breach and the affected Confidential



Information, assessing the consequences of the breach, undertaking and implementing possible mitigation measures for the breach such as assistance in recovering lost or disclosed information, and determining appropriate measures to prevent the recurrence of such a breach. The Parties agree to collaborate and assist one another to comply with their legal requirements, including the implementation of appropriate measures to prevent a reoccurrence of a similar incident.

- 4.7 Each Party is fully responsible to determine the appropriate outcome for their staff, affiliates and agents involved in a privacy or security breach. The outcome for the staff, affiliate or agent involved in the privacy or security breach will remain confidential to the employer; however, both Parties shall notify the other party's privacy office or privacy contact once an outcome has been determined and will also be advised of the specific mitigation strategies undertaken by the Party to redress the breach incident.
- 4.8 Both Parties confirm that any employees, affiliates and/or agents who resign or are terminated must return all Confidential Information belonging to LHSC or MLPS, are reminded of their continued responsibility to maintain the information's confidentiality, and cannot access applications, hardware, software, networks and facilities belonging to LHSC or MLPS.
- 4.9 Notwithstanding these provisions, LHSC reserves the right to respond to a suspected privacy or security breach and take immediate action in accordance with their own privacy policies and procedures as they apply to hospital staff and affiliates. LHSC will provide immediate notification of the action to the Director of Emergency Services.

## **SECTION 5: INSURANCE, INDEMNIFICATION, LIMITATION OF LIABILITY**

### **5.1 Liability Insurance**

- 5.1.1 Each Party agrees to maintain valid insurance coverage appropriate to the Party's business-related operations.
- 5.1.2 Upon execution of this Agreement and through the life of the Agreement, each Party shall maintain in full force and effect comprehensive Commercial General Liability and Professional Liability against claims for personal injury, bodily injury, including death, property damage or loss, arising out of services provided hereunder but only with liability arising from this Agreement, to an amount of not less than a minimum of ten million Canadian dollars (\$10,000,000.00 CAD) for any one accident or occurrence. Any and all such policies of such insurance shall be for the benefit of all the Parties and shall name the other Party as additional insured, but only with respect to this Agreement. Such insurance shall include at least the following:
  - 5.1.2.1 Products and completed operations;
  - 5.1.2.2 Personal injury;
  - 5.1.2.3 Cross liability;
  - 5.1.2.4 Contractual liability; and
  - 5.1.2.5 30 days' prior written notice of cancellation of, or non-renewal of the policy.

- 5.1.3 Non-owned automobile liability insurance in respect of licensed vehicles shall have limits of not less than two million Canadian dollars (\$2,000,000.00 CAD) (inclusive per occurrence) for bodily injury, death and damage to property, covering all licensed vehicles owned, operated, leased non-owned and hired vehicles by the Service Provider and endorsed to provide the Hospital with not less than fifteen (15) days' notice in writing in advance of any cancellation of coverage.
- 5.1.4 Upon request, each Party will provide a current valid certificate of insurance outlining its insurance coverage to the other Party.

## **5.2 Indemnification**

- 5.2.1 Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party and their respective directors, employees, service providers, and agents (the "**Indemnified Parties**") from and against any and all liabilities, losses, damages, demands, causes of action, actions, claims, suits, costs, and other expenses or other proceedings (including reasonable legal, expert, consultation and other professional fees and expenses) (collectively, "**Losses**") by whomever made, brought, sustained, incurred or prosecuted, in any manner, attributable to the activities of the Indemnifying Party, to the extent arising from or relating to any material breach of any representation, warranty, covenant, or obligation of the Indemnifying Party under this Agreement; or any negligence or misconduct by the Indemnifying Party or any of its employees, agents, affiliates, consultants, or subcontractors (collectively the "**Indemnifying Parties**"); except in each case, to the extent such Losses and Claims result from the negligence or misconduct of any of the Indemnified Parties.
- 5.2.2 Indemnification Procedures: The Indemnifying Party shall be entitled, at its option, to control the defense of and settlement of any Claim on which it is liable, provided that the Indemnifying Party shall act reasonably and in good faith with respect to all matters relating to the settlement or disposition of the Claim as the disposition of the Claim relates to the Indemnified Party. The Indemnified Parties shall cooperate in the investigation, defense and settlement of any Claim and shall provide prompt written notice, and no later than ten (10) calendar days of any such Claim or reasonably expected Claim, to the Indemnifying Party. Failure of the Indemnified Party to provide prompt written notice shall not relieve the Indemnifying Party of its obligations hereunder unless the Indemnifying Party is prejudiced by such delay. An Indemnified Party shall have the right to retain its own separate legal counsel at its own expense.
- 5.2.3 Failure to Defend or Settle: If the Indemnifying Party fails or wrongfully refuses to defend or settle any Claims, then the Indemnified Party will, upon written notice to the Indemnifying Party, have the right to defend or settle (and control the defense of) such Claims. In such case, the Indemnifying Party shall cooperate, at its own expense, with the Indemnified Party and its counsel in the defense and settlement of such Claims, and shall pay, as they become

due, all costs, damages, and reasonable legal fees incurred.

- 5.2.4 Settlement: No settlement or compromise of a Claim subject to the indemnification provision will be binding on either Party without prior written consent. Such consent of settlement or compromise will not be unreasonably withheld, conditioned or delayed. Neither Party will admit fault on behalf of the other Party without the prior written approval of that Party.

**5.3 Limitation of Liability:**

Neither Party, nor any of its respective directors, officers, employees, agents, affiliates, subcontractors, Service Providers or agents, shall have any liability of any type (including, but not limited to, contractual, negligence, and tort liability), for any special, incidental, indirect, consequential, or punitive damages, including, but not limited to, the loss of opportunity, loss of use, or loss of revenue or profit, in connection with or arising out of this Agreement or the Services hereunder, even if such damages may have been foreseeable.

**SECTION 6: BASIS OF PAYMENT**

- 6.1 LHSC will invoice the County monthly, up to a maximum of fifty-nine Canadian dollars and twenty-four cents (\$59.24 CAD) per hour, in compensation for the Costs paid by LHSC to the Offload Nurse for performing services in accordance with this Agreement. It is understood by both Parties that this amount shall include any costs associated with Workplace Safety and Insurance Board premiums, pension contributions, vacation accrual, health benefits payments and any related taxes.
- 6.2 Invoices will include a record of the daily hours worked and monthly hours worked by the Offload Nurse for the LHSC EDs. All patient care equipment and supplies will be at the cost of LHSC.
- 6.3 LHSC will not bill for those hours where the Offload Nurse was not available to be scheduled to accept offload patients.

**SECTION 7: TERM, TERMINATION AND EXPIRY OF THE AGREEMENT**

**7.1 Term**

The Parties agree that the terms of this Agreement will be in effect for one (1) fiscal year and shall commence on the Effective Date and shall expire on March 31, 2022 at 24.00 hours unless:

- 7.1.2.1 MOHLTC terminates funding earlier; or
- 7.1.2.2 LHSC is unable to staff the Offload Nurse position and provides notice of such to the County prior to expiry; or
- 7.1.2.3 This Agreement is terminated pursuant to the Termination provisions of this Agreement.

**7.2 Termination on Notice**

Any Party to this Agreement may, without liability, cost or penalty (other than as provided for in this Agreement), terminate this Agreement upon giving sixty

(60) days' written Notice to the other Parties.

**7.3 Termination Where No Appropriation**

In the event MOHLTC terminates funding for this project, the County may terminate this agreement immediately by giving notice to LHSC. The LHSC may terminate this agreement immediately by giving notice to the County, if circumstances arise that prevent the LHSC from fulfilling its obligations under this Agreement.

**SECTION 8: NOTICES**

- 8.1 Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be given by registered mail, facsimile or other means of electronic communication or by hand delivery. Any notice, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending, or if delivered by registered mail or delivered by hand, shall be deemed to have been delivered on the date of delivery to the applicable address noted below, either to the individual at that address having apparent authority to accept deliveries on behalf of the addressee. Notice of change or address shall also be governed by this section, but shall only be effective on actual delivery.
- 8.2 Any notice or other communication required or permitted to be given by any Party pursuant to or in connection with arbitration conducted under this Agreement may be delivered by hand.

**Middlesex-London Paramedic Service:**

Neal Roberts, Chief/Director of Middlesex London Paramedic Services  
1035 Adelaide Street South, London, Ontario N6E 1R4  
Facsimile number: (519) 679-9509

And, in the case of notice to the **County**:

Marcia Ivanic, County Clerk  
The Corporation of the County of Middlesex,  
399 Ridout Street North,  
London, Ontario N6A 2P1  
Facsimile number: (519) 434-0638

And, in the case of notice to **LHSC**:

Cathy Vandersluis, Vice President, Clinical Programs  
London Health Sciences Centre  
Victoria Hospital, Room C3-130  
800 Commissioners Road East,  
P.O. Box 5010, Station B

London, Ontario N6A 5W9  
Facsimile number: (519) 685-8796

Where notice is given by registered mail, it shall be deemed to have been received on the third business day after date of mailing. Where notice is given personally, or by facsimile, it shall be deemed to have been received on the date of delivery or faxing.

Each party shall provide the other party with any change in address, telephone, or facsimile number, the proof of which lies upon the party making the change.

## **SECTION 9: ENTIRE AGREEMENT**

- 9.1 This Agreement constitutes the entire agreement between the Parties pertaining to the provision of provincially funded land ambulance offload relief provided by London Health Sciences Centre at the Emergency Departments of University Hospital and Victoria Hospital in London, Ontario, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to offload relief. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.
- 9.2 This Agreement includes the provisions of this Agreement and Appendix 1, all of which shall be read together in the forming of this Agreement. In the event there is a conflict between the provisions of this Agreement and its Appendix 1, the provisions of this Agreement shall prevail.

## **SECTION 10: DISPUTE RESOLUTION**

- 10.1 Any dispute between the Parties with respect to the interpretation of any provision of this Agreement or with respect to the performance by either of the Parties shall be resolved in accordance with this Section 10. Prior to the initiation of formal dispute resolution in accordance with the provisions hereof, every effort shall be made to resolve all disputes at the lowest possible level of authority. Upon the written request of any Party, the other Party shall, within five (5) business days, designate an authorized representative for the purposes of endeavoring to resolve any dispute. The designated representative of the Parties shall meet as often as the Parties deem necessary to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The designated representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute in a timely fashion. If the matter cannot be resolved within thirty (30) days, the Parties may

submit the dispute to arbitration by serving the other Party with a written notice to arbitrate. Any judgment, decision or award rendered by arbitration pursuant to this shall be final and binding upon the Parties. The costs of arbitration, including legal fees and disbursements of the Parties, shall be awarded by arbitration in the manner which the arbitrators consider appropriate under the circumstances.

## **SECTION 11: GENERAL PROVISIONS**

- 11.1 Assignment. This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors.
- 11.2 Further Assurances. Each of the parties will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
- 11.3 Descriptive Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any provision hereof.
- 11.4 Severability. Each provision of this Agreement is declared to constitute a separate and distinct covenant and to be severable from all other such separate and distinct covenants. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative. To the extent possible, the Parties agree that the invalid or unenforceable provision shall be construed to be in conformity with the law.
- 11.5 Amendments. This Agreement may be amended, during the Term, in writing and with the agreement of all the Parties. No modification of, or amendment to, this Agreement shall be valid or binding unless made in writing and duly executed and delivered by all of the Parties.
- 11.6 Non-Waiver. No failure by any party hereto to insist upon strict performance of any covenant, Agreement, term or condition of the Agreement, or to exercise any right of remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, Agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, Agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing subsequent breach thereof.
- 11.7 Force Majeure. Neither party shall be liable for any non-performance hereunder due to acts beyond its control, including fires, explosions, accidents, labour disturbances, floods, droughts, earthquake, embargoes, wars, civil commotion, acts of God, action of any governmental authority, delays, or any causes beyond the control of the party hereto affected thereby whether or not of the kind hereinbefore specified; provided, however, that the party so affected will use its best efforts to remedy any such non-

performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

- 11.8 Governing Law. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.9 Survival. The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature, expire. This includes, but is not limited to, the confidentiality of patient personal health information, indemnification and insurance.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS HERETO** the Parties hereto have executed this Agreement on the dates set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement:

**THE LONDON HEALTH SCIENCES CENTRE:**

\_\_\_\_\_  
Dr. Jackie Schleifer Taylor, Interim President & CEO

\_\_\_\_\_  
Date

*I have the authority to bind the Corporation*

**THE CORPORATION OF THE COUNTY OF MIDDLESEX:**

\_\_\_\_\_  
Cathy Burgardt-Jesson, Warden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marcia Ivanic, County Clerk

\_\_\_\_\_  
Date

*I/We have the authority to bind the Corporation*

**MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY:**

\_\_\_\_\_  
Neal Roberts, Chief/Director of Middlesex  
London Paramedic Services

\_\_\_\_\_  
Date

*I have delegated authority to bind the Municipal Services Board*



## APPENDIX 1

### Nursing Services

For the purposes of this Agreement and any agreement between the County, MLPS and LHSC:

1. Nursing Services shall include, but not be limited to, the following services to be provided by Offload Nurse in the LHSC EDs:
  - (a) receiving patients in a non-life-threatening condition arriving by ambulance service vehicles under the care of MLPS;
  - (b) receiving a verbal report from paramedics, which will include but will not be limited to the following:
    - Current CTAS level;
    - History of each patient's chief complaint and relevant past medical history;
    - Pertinent physical findings and vital signs;
    - A brief summary of patient care provided prior to arrival at the ED;
    - The patient's response to treatment;
    - Other available information relevant to patient assessment and care provided by the paramedics;
    - The reason for transfer, in cases of inter-facility transfers.
  - (c) receiving the patient's personal effects, including identification and medication, if possible;
  - (d) receiving patient records and documents, in cases of inter-facility transfers;
  - (e) ensuring the provision of a clinical assessment of the patient through customary and accepted clinical arrangements under advisement and through leadership of the attending ED physician;
  - (f) re-assessing patient acuity and informing responsible ED staff of changes in clinical condition; and
  - (g) providing nursing care to the patient and subsequent in-hospital transfer or discharge from the ED.

The Offload Nurse shall not deliver, and LHSC shall not cause or require the Offload Nurse to deliver, any nursing or other services except Nursing Services unless approved to do so by ED charge nurse for LHSC as per agreement.

## APPENDIX II



### CRITERIA TO OFFLOAD MLPS PATIENTS TO THE EMERGENCY DEPARTMENT (ED) WAITING ROOM

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Not all patients transported to the Emergency Department (ED) by Middlesex London Paramedic Services Ambulance (MLPS) require immediate placement in a patient ED room/bed. Many patients can safely wait for medical assessment and care in the ED waiting area after the transfer of care to the Emergency Department triage nurse. These guidelines are designed to preserve MLPS resources to be able to respond to community calls for assistance and maximize ED bed availability. This applies to all CTAS level 3, 4 and 5 patients. The decision to offload MLPS patients to the ED waiting room will occur collaboratively with the ambulance crew and the most responsible nurse (charge) involved.

**MLPS adult ( >18yo ) patients may be offloaded to the ED waiting room if they meet ALL of the criteria outlined below:**

- Current vital signs for adult patients:  
Pulse < 110 and > 60; BP > 100 Systolic; Respirations <25; and O2 sats > 92% on room air
- GCS of 15
- Ambulatory
- Are appropriately dressed for the environment and/or procedure and/or evaluation they are expected to undergo.
- Are not determined to be in physical or emotional distress

**Contraindications for transfer to the ED waiting area include:**

- CTAS 1 or 2
- Any treatment by the paramedic utilizing base hospital medical directives in the **previous 60 minutes**. Not to include IV initiation only.
- Unable to ambulate with no responsible caregiver present.
- Significant cognitive impairment (intoxicated, psychiatric or dementia patient).

**The following script (or something similar) will be used by MLPS to communicate the plan to the patient:**

*"You have been assessed as meeting the conditions to be seen by the triage nurse and monitored in the waiting room until you are cared for in the Emergency Department"*

**The following script (or something similar) will be used by ED staff to communicate the plan to the patient:**

*"You have been assessed by MLPS as meeting the conditions to be seen by me and monitored in the waiting room until you are cared for in the Emergency Department"*

**Transfer of care:**

MLPS will document and communicate transfer of care to the ED staff for patients transferred to the ED waiting room. Any concerns with the patient transfer to the ED waiting room by either the MLPS Offload /Triage/most responsible nurse or Paramedic will be brought to the attention of the ED Leadership/Director who will consult with MLPS supervision as required.

**Mental Health Patients:**

Patients with Mental Health complaints who are determined by the Triage nurse to be a possible flight risk are not the responsibility of the attending MLPS crew and should be monitored by the Triage Nurse or LHSC Security.