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 April 27, 2018, the Director of Emergency Services/Chief, Middlesex-London Paramedic Service received notification that the Ministry of Health and Long-Term Care had approved funding for the fiscal period of April 1st, 2018 to March 31st, 2019 in the amount of $676,448.00, 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 2018/19 funding is attached. As per past practice and as a requirement from the Ministry of Health, contract discussions between the County of Middlesex and London Health Sciences Centre commenced in order to reach a contract for both parties to sign. On September 13, 2018, an agreement was reached between the two parties. The proposed contract is attached to this report.
RECOMMENDATION:

That the 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; that the Warden and the County Clerk; and the Chief, Middlesex-London Paramedic Service be authorized to execute the agreement and that the necessary by-law be forwarded to County Council for approval.

Attachments
Ms. Marigay Wilkins  
Warden  
County of Middlesex  
399 Ridout Street North  
London ON N6A 2P1

Dear Warden Wilkins:

I am pleased to advise you 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 2018-19 funding year to support dedicated nurses to receive ambulance patients at locally selected hospitals.

The Assistant Deputy Minister of the Direct Services Division will write to the County of Middlesex shortly concerning the terms and conditions governing this funding.

Thank you for your dedication and commitment to the provision of health services.

Yours sincerely,

Dr. Helena Jaczek
Minister

c: Mr. Bill Rayburn, Chief Administrative Officer, County of Middlesex
THE AGREEMENT effective as of the 1st day of April, 2018

BETWEEN

LONDON HEALTH SCIENCES CENTRE
("LHSC")

- and -

THE COUNTY OF MIDDLESEX
(the "COUNTY")

- and-

MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY
("MLEMSA") operating as
MIDDLESEX – LONDON PARAMEDIC SERVICE (“MLPS”)

BACKGROUND:

1. The County being 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)"). 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.

2. The Ministry has reviewed the Proposal and has agreed to provide funding to the County on condition that the County enters into an agreement with the selected local hospitals to have each hospital provide one or more 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.

3. Middlesex-London Emergency Medical Services Authority (MLEMSA) has been certified to provide land ambulance services by the Ministry of Health and Long Term Care and has entered into a contract to provide land ambulance services on behalf of the County, operating at MLPS.

DEFINITIONS

In this Agreement:

"Offload Nurse" means a skilled emergency registered nurse (R.N.) employed by LHSC to provide Nursing Services for the purposes of carrying out this Agreement.

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

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

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

**ROLES AND RESPONSIBILITIES**

LHSC agrees:

1) To provide nursing care (a skilled emergency Registered Nurse (the "Offload Nurse") to accept care of patients brought into University Hospital Emergency Department and Victoria Hospital Emergency Department (the LHSC ED(s)) by paramedics in accordance with this Agreement and Appendix 1;

2) The hours of work will be between 07:00 hours to 23:00 hours (total of 16 hours per day) at University Hospital Emergency Department and between 07:00 to 23:00 hours (total of 16 hours per day) at Victoria Hospital Emergency Department 7 days per week including statutory holidays;

3) The Charge Nurse 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;

4) The Offload Nurse will provide care for a minimum of four patients and up to six patients simultaneously for CTAS level 3, 4 & 5's and will provide the primary triage of patients and direct the offloading to the LHSC EDs' waiting area of appropriate MLPS patients based on the “Criteria to offload MLPS Patients to the Emergency Department (ED) Waiting Room” – Appendix II;

5) 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;

6) There will be six stretchers immediately available for MLPS patients when the Offload Nurse begins the shift;

7) 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;
8) 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 the 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 Offload Nurse is to call the MLPS Operations Superintendent who will contact the Duty Officer for MLPS to obtain authorization to work overtime until the patients can be cleared;

9) While working overtime, the Offload Nurse will continue to perform primary triage and direct the offloading to the LHSC EDs' 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 comes available (subject to acuity);

10) To ensure that the Offload Nurse will be available to assume care of arriving MLPS patients within five 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; and

11) To make every effort to bring in emergency nurses 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;

12) To track and document any time the Offload Nurse position is not filled and report monthly to MLPS Management;

13) 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.
The County agrees:

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 between the parties to this Agreement;

2) The Chief of MLPS can authorize the Offload Nurse to work overtime until the patients can be cleared and such authorization shall not be unreasonably withheld;

3) To notify the LHSC ED Charge Nurse on duty of approved overtime for the Offload Nurse.

MLPS agrees:

1) Starting one half hour (30 mins) 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;

2) MLPS Operations Superintendent will contact the Duty Officer, MLPS to obtain authorization for Offload Nurse to work overtime until the patient(s) can be cleared.

Each Party agrees to indemnify the other Parties for all losses, costs, or damages resulting from the party's breach of this Agreement and/or negligence.

PRIVACY & CONFIDENTIALITY

On signing this Agreement, each Party acknowledges that it is compliant with all applicable legislation governing privacy and confidentiality within the Province of Ontario.

INSURANCE

Each Party agrees to maintain valid insurance coverage appropriate to the Party's business related operations.

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.
BASIS OF PAYMENT

LHSC will invoice the County monthly, up to a maximum of fifty nine dollars and twenty four cents ($59.24) per hour, in compensation for the Costs paid by LHSC to the Offload Nurse for performing services in accordance with this Agreement.

Invoices will include a record of the daily hours worked and monthly hours worked by the Offload Nurse for the LHSC ED’s. All patient care equipment and supplies will be at the cost of LHSC.

LHSC will not bill for those hours where the Offload Nurse was not available to accept off load patients.

TERM, TERMINATION AND EXPIRY OF THE AGREEMENT

1. Term

The term of this Agreement shall commence on the Effective Date and shall expire on March 31, 2019 at 0700 hours unless,

(a) MOHLTC terminates funding earlier; or
(b) LHSC is unable to staff the Offload Nurse position and provides notice of such to the County prior to expiry; or
(c) This Agreement is terminated pursuant to the Termination provisions of This Agreement.

This Agreement may be amended and/or replaced, during the Term, in writing and with the agreement of the Parties.

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.

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.
NOTICES

1) Any notice or other communication by either party to this Agreement to the other, shall be deemed to have been sufficiently given, if mailed registered and postage prepaid or delivered by hand or by facsimile transmission between the hours of 8:30 am and 4:30 pm on a business day to the other party at the following addresses.

Any notice of communication shall be addressed or faxed to:

**Middlesex-London Paramedic Service:**

Neal Roberts, Chief/Director of Middlesex London Paramedic Services  
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:**

Kathleen Bunting, 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:**

Julie Trpkovski, Vice President Emergency Services, Mental Health, and Access & Flow  
London Health Sciences Centre  
Victoria Hospital, Room C3-117  
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 or telephone, or facsimile number, the proof of which lies upon the party making the change.
ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the Parties pertaining the provision of provincially funded land ambulance off-load 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 off load 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.

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.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]
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. Paul Woods, President & CEO    Date

I have the authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF MIDDLESEX:

_________________________________________  ______________ _____
Marigay Wilkins, Warden  Date

_________________________________________ ______________ _____
Kathleen Bunting, 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 UTM/DDA and a selected local hospital:

1. Nursing Services shall include, but not be limited to, the following services to be provided by Offload Nurse in the Emergency Department (the "ED") of the hospital:

   (a) receiving patients arriving by ambulance service vehicles under the care of paramedics;

   (b) receiving a verbal report from paramedics, this will include but 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.

2. For the purposes of this agreement:

   "Offload Nurse" means a skilled emergency registered nurse (R.N.) employed by LHSC to provide Nursing Services for the purposes of carrying out this Agreement.

   "Nursing Services" means the services set out in Appendix 1
APPENDIX II

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

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
- 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.

August 29th 2018.