Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: HCS/070/2016]

On May 6, 2016, the Department of Health and Community Services (the Department) received your request for access to the following records:

“Please provide the recent / current contract for Labrador Ambulance Service.”

The Department has reviewed your request in the context of the Access to Information and Protection of Privacy Act (the Act) and Beverley Clarke, Deputy Minister, made a decision and is pleased to inform you that access to these records has been granted, in part. In accordance with your request for a copy of the records, the appropriate copies have been enclosed. Some information has been refused in accordance with the following exceptions to disclosure, as specified in the Act:

Section 40- Disclosure harmful to personal privacy

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact the undersigned by telephone at 709-729-7007 or by email at angelapower@gov.nl.ca.

Sincerely,

Angela Power
ATIPP Coordinator
THIS AMBULANCE SERVICE AGREEMENT made at St. John's, Newfoundland and Labrador on this 1 day of February, 2016.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Health and Community Services for the Province of Newfoundland and Labrador (hereinafter the "Minister")

AND: LABRADOR GRENFELL REGIONAL HEALTH AUTHORITY] (hereinafter the "RHA")

AND: LABRADOR AMBULANCE SERVICES LIMITED (Operating as LABRADOR AMBULANCE SERVICE) (hereinafter the “Service Provider”)

Collectively referred to as “the Parties”

WHEREAS: The Minister has the authority pursuant to the Executive Council Act, SNL 1995 cE-16.1 to execute this Agreement;

AND WHEREAS: The RHA is established under the Regional Health Authorities Act, SNL 2006 cR-7.1 and is responsible for the supervision, direction and control of health and community services in the area of road ambulance services;

AND WHEREAS: The Service Provider has agreed to provide ambulance services in accordance with this Agreement;

AND WHEREAS: The purpose of this Agreement is to ensure the provision of ambulance services for the people of Newfoundland and Labrador (the “Province”), to define the services to be provided and to set out the terms and conditions under which these services are to be provided by the Service Provider and the RHA.
NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, and subject to the terms and conditions hereinafter set out, the Parties hereto agree as follows:

Definitions

a) **Ambulance attendants**: includes Emergency Medical Responders ("EMRs") and/or Primary Care Paramedics ("PCPs").

b) **Association**: The NL Association of Ambulance Services ("NAAS") representing the private Service Providers, or any such association representing the Service Provider. The Service Provider acknowledges that the applicable association referenced above has authority to negotiate on its behalf.

c) **Block funding**: means financial aid provided by the Department of Health and Community Services (HCS) to private operators for use in providing ambulance services as required by HCSGNL or its delegates. "Block Funded" ambulances are identified as either:

i. **Primary** – Staffed with two ambulance attendants (at least one Primary Care Paramedic) ready to respond within 10 minutes (90% of the time) 24 hours a day/7 days a week.

ii. **Secondary** - Staffed five (5) days per week (Monday to Friday) with two ambulance attendants to a maximum of twelve (12) hours per day with service hours to be determined as operationally required by agreement between the operator, HCS and the RHA.

iii. **Isolated** – Staffed with 2.5 ambulance attendants who have no set hours of operation. They will be activated when required for a routine transfer or when the Primary Ambulance leaves the region;

iv. **Available** - No ambulance staff assigned to the ambulance but the ambulance must perform fifty (50) transports per year to maintain funding; and
v. **Mileage Only** No ambulance attendants assigned to the ambulance. The ambulance will operate under the Secondary ambulance hours of service for the ambulance profile they are attached to.

d) **Confidential Information:** All information acquired by the parties, his/her/its employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process; as well as, all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2015 c. A-1.2, and all personal health information as defined under the Personal Health Information Act, SNL2008 c. P-7.01 to mean recorded information about an identifiable individual.

e) **Daytime:** refers to the hours in which daylight is available and will vary with the seasons. For appointment bookings, daylight hours are to be considered and appointments booked to maximize daylight hours for driving (appointment bookings centered in the daytime hours).

f) **Days:** Days shall be counted as week days excluding Saturday and Sunday and statutory holidays.

g) **Dispute:** Any dispute between the Service Provider and the RHA with respect to: (i) the interpretation of any provision of the policies incorporated by reference into this Agreement or (ii) the interpretation of this Agreement or any other matter which arises in connection with this Agreement.

h) **Full-time Equivalent:** A Full Time Equivalent ("FTE") is defined as a Pre-Hospital Care Provider who is scheduled to work on the ambulance and who is paid for a minimum of forty (40) hours per week. For example, an individual...
EMR or paramedic who is paid fifty (50) hours per week would be considered to be equivalent to 1.25 FTEs.

i) **Funding Statement**: The Funding Statement attached hereto as Schedule A.

j) **Non-Compliance**: Arises if the Service Provider does not comply with the requirements applicable to the delivery of ambulance services including, without limitation, the *Motor Carrier Act*, the *Motor Carrier Regulations*, or the terms of this Agreement including the Road Ambulance Policies and Procedures Manual, and the Ambulance Operations Standards Manual.

k) **Operator Profile**: The Operator Profile attached hereto as Schedule B.

l) **Paramedics**: Primary Care Paramedics

m) **Patient Fee**: $115/trip to be collected by the Service Provider, with the exception of for Inter-facility transfers which are transports paid to the Service Provider by the RHA.

n) **Policies and Procedures Manual**: The Road Ambulance Policies and Procedures, 2005 edition as amended, and as may be amended from time to time by the Minister, as found at: http://www.easternhealth.ca/Professionals.aspx?d=2&id=957&p=927#DOHCS

o) **Pre-hospital Care Providers**: Personnel working in the Pre-Hospital medical response environment including Medical First Responders, Emergency Medical Dispatchers, Emergency Medical Responders, Primary Care Paramedics, Advanced Care Paramedics and Critical Care Paramedics.
p) **Private operators:** includes members of Newfoundland Association of Ambulance Services, NL Ambulance Operators Association, and four (4) independent operators).

q) **Provincial Medical Director:** The physician sanctioned through the Provincial Medical Oversight office to provide direction and authorization to perform delegated medical acts to registered Pre-Hospital Care Providers, working with a Service Provider, who are providing medical care at the scene of an emergency or enroute to a health care facility or in a health care facility via written policies, procedures, and protocols and/or through online consultation.

r) **Provincial Medical Oversight Program (“PMO”):** Direction and authorization to perform delegated medical acts provided by the Provincial Medical Director to registered Pre-Hospital Care Providers who are providing medical care at the scene of an emergency or enroute to a health care facility or in a health care facility via written policies, procedures and protocols and/or through online consultation, as well as quality assurance and improvement reviews and requirements, and as further defined in PMO Policies and Procedure found at: http://www.easternhealth.ca/Professionals.aspx?id=2&id=957&p=927#PMO

s) **Registrar:** Eastern Regional Health Authority, a regional health authority established under the authority of the Regional Health Authorities Act, which has the responsibility for the registration of ambulances and Pre-Hospital Care Providers within the province of Newfoundland and Labrador.

t) **Secondary ambulance hours of operation:** will be a maximum of twelve (12) hours per week day, to be determined as operationally required by agreement of HCS, the RHA(s), and the private operator.
u) **Service Agreement**: This Agreement and appended Schedules and any amendments made in accordance with this Agreement.

v) **Standards Manual**: The Ambulance Operations Standards Manual, 2006 edition, as may be amended from time to time by the Minister as found at: [http://www.easternhealth.ca/Professionals.aspx?d=2&id=957&p=927#DOHCS](http://www.easternhealth.ca/Professionals.aspx?d=2&id=957&p=927#DOHCS)

**Term of Agreement**

1. This Agreement shall have retroactive effect, subject to the Funding Statement attached hereto as Schedule A, from April 1, 2014 and shall remain in full force and effect until March 31, 2017 (the “Expiry Date”).

2. Subject to Article 4 below, as of the Expiry date, this Agreement can be extended for successive periods of up to one hundred and eighty (180) days by written agreement of both parties. Either party may serve notice to the other party within ninety (90) days prior to the expiration date of the Agreement to commence negotiations for the renewal or revision of the Agreement.

3. The Service Provider shall in the event that it wishes to terminate this Agreement or cease to provide ambulance services, provide sixty (60) days written notice to the Minister and the RHA.

4. The Minister may terminate the Agreement on the expiry of the first or any subsequent renewal period, upon providing one hundred and eighty (180) days prior written notice.

**Obligations of the Service Provider**

5. The Service Provider shall hold a valid Motor Carrier Certificate at all times during the term of this Agreement. Should the Motor Carrier Certificate be
terminated or revoked during the term of this Agreement, the Service Provider shall immediately notify the RHA.

6. The Service Provider shall adhere to all aspects of the Standards Manual which may be amended from time to time by the Minister. The RHA shall not amend the Standards Manual. The Minister agrees to consult with the Association representing the Service Provider prior to making any amendments to the Standards Manual.

7. The Service Provider shall at all times operate and provide services in accordance with the Road Ambulance Policies and Procedures Manual (hereinafter “the Policies and Procedures Manual”) which may be amended from time to time by the Minister. The RHA shall not amend the Policies and Procedures Manual. The Minister agrees to consult with the Association representing the Service Provider prior to making any amendments to the Policies and Procedures Manual.

8. The Service Provider shall adhere to all aspects of the Provincial Medical Oversight Program (“PMO”) and all applicable PMO policies and procedures, available at: http://www.easternhealth.ca/Professionals.aspx?d=2&id=957&p=927#PMO which may be amended from time to time by the Provincial Medical Director with the approval of the Minister. The Provincial Medical Director and/or the Minister agree to consult with the Association representing the Service Provider prior to making any amendments to PMO policies and procedures.

9. The Service Provider acknowledges having online access to the Standards Manual and the Policies and Procedures Manual and being aware that additional copies are available from the Minister.
10. The Service Provider shall provide FTE staffing information of all ambulance personnel to the RHA annually for the period ending March 31st. This information shall include the total number of hours paid for the year. An officer of the Service Provider shall sign the information submitted to the RHA verifying its accuracy.

11. The Service Provider shall at all times maintain the number of ambulances per base specified in the Operator Profile attached hereto as Schedule B. Any changes to the Service Provider’s ambulance fleet size (increase or decrease), whether the ambulance be required or not required, shall be requested by the Service Provider and evaluated by the RHA which shall provide a written recommendation to the Minister for final approval. The criteria to be considered in this evaluation include historical and current workload in the region, current service delivery, cost impact on other service providers and geographical considerations such as isolation.

12. The Service Provider acknowledges the right of the RHA, upon two (2) days’ notice, to access its premises, for any of the following purposes:
   (A) to evaluate the services being provided by ambulance attendant for the purpose of accreditation, maintenance or reinstatement as required;
   (B) to inspect and make copies of all records pertaining to maintenance, patient fees, patient fee collections, dispatch records, proof of errors and omissions insurance; and/or
   (C) to assess the registration, inspection and maintenance of any and all of its ambulances.

13. The RHA further reserves the right to:
   (A) visit the premises of the Service Provider, without notice, to evaluate compliance with the Service Agreement’s terms, including but not limited to the Policies and Procedures Manual and the Ambulance Operations Standards Manual;
   (B) on twenty-four (24) hours’ notice, visit the premises of the Service Provider to review ambulance attendant staff listings, timesheets,
and operator payroll records, or to request such records be emailed or faxed within twenty-four (24) hours to the Minister, or the RHA, or their auditor, as the case may be;

(C) verify with patients the details of the transport claim.

14. The RHA agrees to identify to the Service Provider the RHA or HCS designate who may from time to time visit the Service Provider’s premises.

15. The Service Provider shall make available for inspection by the RHA, immediately upon request, any and all of its ambulances and the supplies and equipment on the ambulances provided that the ambulances are not engaged in or immediately committed to an ambulance trip.

16. The Service Provider shall make available for inspection by a Regional Director or a Senior Administrator with the RHA, within two (2) days of receipt of a written request, the documentation required to assess the registration, inspection and maintenance of any and all of its ambulances.

17. The parties acknowledge that the Confidential Information acquired by the parties, its Representatives and/or employees in the performance of this Agreement and in particular personal information, is subject to privacy legislation, including without limitation the Personal Health Information Act, SNL 2008, c. P-7.01; the Privacy Act, RSNL 1990 c. P-22; the Access to Information and Protection of Privacy Act, SNL 2015 c. A-1.; and the Personal Information Protection and Electronic Documents Act, SC 2000 c. 5. The parties are responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information related to the treatment of Confidential Information by the parties, its Representatives and/or employees.
18. Where a meeting is initiated by the Minister or the RHA with an ambulance attendant for the purpose of discussing matters of quality assurance, the parties acknowledge that the ambulance attendant has the right to receive three (3) days' notice, and to have a representative of his/her choice attend the meeting with him/her. The Minister or the RHA will, immediately after notifying the ambulance attendant of the date and time of the meeting, notify the Service Provider of the date and time of the meeting. The ambulance attendant may elect whether he/she wants the Service Provider to be present during the meeting, provided that the Service Provider's attendance does not unduly delay scheduling the meeting. This meeting shall not be held where contrary to PMO policy regarding professional practice and review committees.

19. The Service Provider shall, upon receipt of a written request from the RHA, thoroughly investigate a complaint or concern and provide a written report including details of any corrective action taken by the Service Provider to the RHA on the complaint or concern.

20. The Service Provider shall obtain all necessary consents, oaths, approvals, waivers, licenses, registration or documentation required to provide the services it is obligated to provide pursuant to this Agreement.

21. The Service Provider shall carry Errors and Omissions Insurance with minimum coverage of two million dollars ($2,000,000) for individual claims and minimum coverage of four million dollars ($4,000,000) for aggregate claims.

22. The Service Provider shall pay all costs and expenses associated with the provision of ambulance services including but not limited to operating expenses, costs associated with medical oversight, insurance costs, administrative costs, fines, capital costs, human resources costs and all other costs exclusive of any subsidized training that may be available. The RHA will continue to supply medical and intravenous supplies, as per past practice.
23. The Service Provider shall immediately, upon becoming aware of the laying of a criminal charge or a conviction being entered that relates to or that could impact on its delivery of ambulance services, notify the Registrar in writing.

24. If the Service Provider is unable to meet any requirements set out in this Agreement including any of the Schedules attached hereto, and the documents incorporated by reference, the Service Provider shall immediately communicate this inability to the RHA.

25. The Service Provider shall ensure that all ambulance personnel in its employ are actively registered with the Provincial Medical Oversight Program and that it has medical oversight authorization in accordance with the applicable PMO Policies and Procedures.

26. The Service Provider acknowledges that the Return Transfer Policy will be modified by the Minister and agrees to the following:

(A) When a patient is to be returned to his/her region, the sending RHA, and ultimately the CMDC will:

   i. First determine if there is an ambulance at the health facility (or arriving at the health facility) that can conveniently (less than thirty (30) minutes extra driving time detour) transport the patient to his/her destination. If available, that ambulance will be assigned the return transfer.

   ii. If no ambulance is available, the sending RHA will request an ambulance from the operator servicing the patient’s destination; provided an ambulance is available to arrive at the facility within ninety (90) minutes.

   iii. If the destination’s operator is not available, then the RHA will use a pre-established rotation list prepared by RHA to select an ambulance to complete the transfer.

(B) All ambulance crews (or the individual operator’s dispatch system) must notify the RHA’s dispatch system on arrival at a health facility.
Prior to leaving the health facility without a patient, all ambulances must check in with the dispatch system to determine if there is a return patient.

(C) Operators transferring a patient on their return to base from a previous unrelated transport shall be eligible to charge an additional 50% of the mileage subsidy ($110) for transfers under 120 kilometers and an additional 50% of the kilometers travelled for transports over 120 kilometers.

(D) The Minister agrees to include in the Return Transfer Operating Policy a provision that an ambulance crew may, in consultation with their operator, for fatigue management reasons, decline a return transfer request.

27. The Service Provider agrees to abide by the Long Distance Inter-Facility Transfer Co-ordination to be implemented by the Minister/RHA as follows:

(A) Transports of six (6) hours and longer duration shall be coordinated with a second ambulance operator, wherever possible, so the transport can be completed between two services in an effort to reduce travel time in darkness and to assist in fatigue management. Long Distance Inter-Facility Transfer Coordination applies to transports from the east to west and for transports from west to east.

Example: Service A picks up a patient in St. John’s and drives to Grand Falls Windsor where it meets Service B which completes the transport to Corner Brook. Both Service A and Service B would be able to claim the Patient Fee but can only claim their actual mileage traveled for the transport.

Emergency Transport outside Service Area

28. The Parties acknowledge that the Motor Carrier Act subsection 33 (6) permits an ambulance to respond to an emergency transport outside of the ambulance’s Public Utilities Board assigned service area. The parties further agree that:

(A) The Minister/RHAs will continue to recognize that each operator has a PUB assigned service area. Operators will maintain their assigned bases with the designated number of ambulances as outlined in Schedule C, Block Funding Allocations by Operator and
Base. There will be no basing of ambulances into another operator’s PUB assigned service area.

(B) The 911 system is programmed to route calls to the ambulance operator who currently services the area.

**Last Ambulance Authorization**

29. In a circumstance where an RHA requires an ambulance operator to transport a patient outside the service region, thereby leaving that region without emergency ambulance coverage, the ambulance operator will be required to have a physician or nurse in charge sign a Last Ambulance Authorization Form, as per Schedule E, recognizing that, to complete this transfer, the RHA is leaving the region without emergency ambulance coverage. The ambulance staff will also complete a Last Ambulance Report Form for transmission to the RHA and HCS. Sample forms are attached as Schedules E and F.

**CMDC Planning and Implementation**

30. HCS and the NAAS agree to work in partnership through the term of this Service Agreement toward the planning and the successful migration to a CMDC and to the continued operation of a safe and effective ambulance system.

31. GNL agrees to invite the NAAS and other associations to actively participate in the CMDC Planning Project. HCS will ensure:

a) The consultants meet with the Associations to gain a full understanding of the impact the CMDC may have on their membership and their operations;

b) The consultant accurately reflects within its report the Associations’ concerns;

c) The Associations will have the opportunity to review with HCS and the consultant and comment on the project’s draft reports; and

d) The Associations will be provided an opportunity to discuss with GNL and the consultant the final report’s findings,
recommendations and the rationale for the recommendations provided.

32. HCS recognizes that the members of the NAAS are private companies who operate under the legislation, provincial policies and provincial medical oversight within the Province of Newfoundland & Labrador.

33. The NAAS recognizes that while stakeholder consensus on CMDC operations is HCS’s objective. However the NAAS, also recognizes that HCS cannot fetter its responsibility to:

a. Allow the consultant make their recommendations based on their expertise, experience and project findings; and

b. Select the best CMDC option that will ensure an effective and efficient Provincial Ambulance Program for the people of this province.

**AVL Equipment Installation**

34. As a critical first step towards gathering the data available to support Central Medical Dispatch Centre (“CMDC”) planning, the NAAS agrees that HCS can install, maintain and operate Automatic Vehicle Location (AVL) systems on NAAS members’ ambulances. This agreement will support HCS and operators in gathering the data that will identify opportunities to enhance the operations of the Provincial Ambulance Program for the benefit of the public.

35. The AVL equipment will be owned by the HCS and all liabilities for this equipment, including all costs related to the purchase, installation, maintenance, and if necessary, replacement of AVL, will be borne by HCS.

36. Operators may have their own equipment (in addition to HCS equipment).
37. Once AVL is installed, transports completed by ambulances without operating AVL will not be paid mileage unless prior written permission is received by the RHA dispatch, HCS or the CMDC to operate the ambulance without a functioning AVL.

38. HCS agrees to share all applicable AVL tracking data with the individual operators in real time.

Program Review

39. As the 2014 – 2017 Service Agreement contracts for the transition to a new service delivery model, the parties are prepared to include the following terms in the Service Agreement. The terms below will not be included in subsequent Service Agreements unless agreed by all parties.

a) Ninety (90) days from the 2014-2017 Service Agreement's Date of Signature, the Minister, the RHA, and ambulance operators will meet to review progress toward routine transfer reduction. A key element of the discussion will be the potential financial impact of routine transfer requests made outside of Secondary ambulance scheduled operating hours.

b) For the purpose of this Agreement, Off Schedule Routine Transports are defined as routine transports that occur outside of the Service Agreement's Secondary Ambulance contracted operations of twelve (12) hours per day Monday to Friday.

c) The Minister has committed to work with the RHAs to reduce routine transfers, especially at night.

d) If routine transfers continue at current volumes and at night, the Minister recognizes there are potential financial impacts for ambulance operators.

e) HCS commits to providing compensation to ambulance operator's additional operating costs associated with:
(i) Routine transports that are initiated outside the Secondary ambulance hours of operation as agreed to by HCS and individual ambulance operators (hours of operation may vary between operators and between bases for the same operator); and

(ii) Routine transport requests initiated on Saturday and Sunday.

f) All Off Schedule Routine Transports must have an RHA authorization number to approve payment (the process will be determined).

g) In order to receive compensation, ambulance operators will be required to provide the following documentation to verify that additional costs are incurred (Excel Spreadsheet Report) outlining the Patient Care Record ("PCR") Number, RHA Authorization Number, Date of Transport, Time Call Initiated, Time Call Completed, Pick Up Location, Destination, Overtime Hours Claimed, and Overtime Compensation Paid to Employees.

h) The Minister and ambulance operators will evaluate the routine transfer process every three months (from signing) for the duration of the Service Agreement.

40. During the review or evaluation (Article 39 above) the Minister also agrees to discuss ambulance classification and positioning along the Corner Brook to Deer Lake corridor.

41. The Minister shall save harmless and indemnify the Service Provider from any and all costs, expenses and damages, however incurred or made, as a result of the Service Provider refusing to complete an Off Schedule Routine Transport.

Obligations of the Minister/RHA

42. The RHA shall provide funding to the Service Provider in accordance with the Funding Statement attached hereto as Schedule A. Notwithstanding the financial benefits provided in this Agreement and outlined specifically in the Funding Statement attached hereto as Schedule A, in the event that greater financial benefits are negotiated with another privately operated ambulance service, the
Service Provider shall be entitled to the greater financial benefit as provided in any similar agreement signed by another privately operated ambulance service.

43. The RHA shall provide funding to the Service Provider to provide ambulance service in the base service area(s) described in the Operator Profile attached hereto as Schedule B and for those other services provided by the Service Provider that are required under the Policies and Procedures Manual.

44. If the Minister, the RHA, or another Government department, as the case may be, make changes to the Ambulance Operations Standards Manual which require the Service Provider to add additional equipment or supplies, the Minister shall compensate the Service Provider for the additional costs associated with such additions. Notwithstanding anything contained herein, no Service Provider shall be required to add additional equipment or supplies unless such requirement is added to the Ambulance Operator Standards Manual, or unless otherwise agreed to in writing by both parties.

45. The Minister shall, in consultation with the Association representing the Service Provider, develop performance evaluation criteria through which the performance of the Service Provider will be evaluated, based on nationally accepted standards in the areas of 10 minute "chute time" (being the time for ambulance service to start response, as compared to "response time", which is the time it takes to arrive on the scene); patient care; documentation; service delivery; and adherence to policy, procedures and standards.

46. In addition to all recourse or remedy available at common law or set out herein, the RHA, in the event of breach of this Agreement, may provide the Service Provider with a Notice of Non-compliance and, subject to the terms and conditions of this Agreement, damages may be assessed.
47. The Minister and the RHA shall make all reasonable efforts to provide advice, guidance and assistance when requested to do so by the Service Provider or the Association.

Committee

48. (1) The Minister may appoint a committee to advise on matters relating to the provision of ambulance services as referred to it by the Minister.

(2) The Minister shall determine the terms of reference for the committee, the composition of the committee and the duties of the committee.

(3) The Minister shall consult with the Associations on appointments made to the committee.

(4) The committee shall review matters referred to it and advise the Minister of its findings.

Non-compliance

49. Where an ambulance operator fails to meet the terms of its Service Agreement, damages may be assessed by HCS/RHA as follows:

a) Where an ambulance is not staffed as designated under Schedule A Section 8.0 for a period greater than ninety (90) days from the date the employee has left the employ of the operator: Reduction of one day of block funding for the first occurrence, increasing by one day's loss of block funding for each additional occurrence;

b) Where there is a shortfall in the ambulance operators required FTE hours: Deduction of the equivalent sum in block funding calculated as follows. (Repayment = Shortfall in FTE Hrs X Base FTE Paramedic Hourly Rate); and
c) Where there is a shortfall in retroactive 2014-2015 agreed wage increase payments to ambulance attendants: Repayment calculated on the basis of equivalent wage increase funding paid to the operator.

d) This Article shall be read in conjunction with the Provincial Best Efforts policy.

50. Once the RHA becomes aware that a Service Provider is potentially non-compliant, it must notify the Service Provider within three (3) days. This notice shall clearly identify the particular section of legislation, policy or article of this Agreement with which the Service Provider is believed not to be complying and shall state the specific reason why it is believed that the Service Provider is non-compliant, and shall provide all information available to support this belief.

51. Upon learning of a potential Non-compliance, and prior to sending the notice referred to in Article 50 above, officials with the RHA shall take all reasonable steps to verify the accuracy of the information related to the Non-compliance including, without limitation, receiving and considering representations, either written or oral or both from the Service Provider.

52. Upon receipt of the notice described in Article 50 above, the Service Provider shall conduct its own review into the potential Non-compliance. The Service Provider shall also within five (5) days respond in writing to the RHA regarding the potential Non-compliance.

53. It is recognized that the RHA and the Service Provider must be made aware of all information relevant to the potential Non-compliance. Any information that is reasonably available upon receipt of the notice described in Article 50 above, cannot be relied upon during the Dispute Resolution process set out in this Agreement unless it has been presented to the RHA or the Service Provider, as the case may be.
54. After considering the information from the Service Provider, should the RHA be satisfied that the Service Provider is non-compliant, the Regional Health Authority may assess and recover damages from the Service Provider.

55. Prior to recovering damages, the RHA shall notify the Service Provider of the action required to remedy the Non-compliance and what damages, if any, the RHA will recover from the Service Provider should the Non-compliance not be satisfactorily remedied.

56. The RHA, depending on the nature of the Non-compliance, shall permit the Service Provider at least two (2) days to remedy the Non-compliance before damages are assessed for recovery. The RHA shall consider the period during which the Service Provider was in Non-compliance up to a maximum of ninety (90) days prior to the issuance of the Notice of Non-compliance. The RHA shall not seek to recover damages for an incident of Non-compliance which occurred prior to the commencement of this ninety (90) day period.

57. If the Service Provider fails to remedy the Non-compliance in accordance with the direction provided by the RHA, the RHA shall advise, in writing, both the Service Provider and the Minister of the damages assessed for the Non-compliance and on what date recovery of the funds by way of reduction of transfers to the Service Provider shall take effect (the "Notice of Non-compliance").

58. If there is a Dispute between the Service Provider and the RHA, the Service Provider must notify the RHA and the Minister should it wish to initiate the Dispute Resolution process. Initiation of the Dispute Resolution process by sending a written request to the Minister in accordance with Article 66 of this Agreement shall suspend the decision of the RHA to collect assessed damages until the conclusion of the internal review.
59. Notwithstanding any other provision of this Agreement, where there are concerns that a Service Provider cannot provide emergency ambulance service in its service area as outlined in this Agreement, the RHA may, upon consultation with the Minister, take all action necessary to immediately ensure the provision of adequate ambulance services.

60. Notwithstanding any other provision in this Agreement, where the Service Provider and the RHA agree that the Service Provider is non-compliant, damages may be recovered immediately from the Service Provider.

61. Where damages are assessed, the RHA may attach monies due and owing to the Service Provider pursuant to this Agreement and may set off those amounts owing against future payments that become due to the Service Provider under this Agreement. For damages of $5,000 or more, the RHA agrees to limit its recovery to a maximum of ten percent (10%) of the amount of the damages assessed, payable per month, until paid in full, unless the parties otherwise agree.

62. Any notice required to be provided to the Service Provider in accordance with the Articles related to Non-compliance shall be in writing and shall be sent by registered mail, unless the parties mutually agree to an alternate means of communication.

**Dispute Resolution**

63. Any dispute between the Service Provider and the RHA with respect to:

   (i) the interpretation of any provision of the policies incorporated by reference into this Agreement or

   (ii) the interpretation of this Agreement or any other matter which arises in connection with this Agreement (a "Dispute") shall be referred for resolution in the manner specified in this Agreement.
64. In the case of a Dispute, the Service Provider and the RHA shall use reasonable efforts to settle the Dispute and shall negotiate with each other in good faith for a period of not less than ten (10) days in an effort to reach a fair and equitable solution.

**Minister's Review**

65. In the event the Service Provider and the RHA are unable to resolve a Dispute in accordance with the procedure set out in Article 65 above, then either party may, upon five (5) days written notice to the other party, refer the Dispute to the Minister for an internal review.

66. The written request to the Minister must clearly state the particular policy or article of the Agreement in question and state the specific reasons why the party is seeking an internal review. The party requesting the review shall also include with the written request all information relevant to the review.

67. Within fifteen (15) days after the receipt of the written request, the Minister shall, unless the request does not disclose a Dispute as defined in Article 64 above or where the request is frivolous or vexatious, appoint an officer or officers of the Department of Health and Community Services (the "Department") to conduct an internal review and shall notify the parties to the Dispute.

68. Within seven (7) days of receiving notification from the Minister that an internal review is to be conducted, the parties shall ensure that the officer or officers of the Department appointed to conduct the internal review has all information relevant to the review.

69. The Minister agrees that best efforts will be made to have the internal review completed within thirty (30) days of the appointment of an officer or officers of the
Department to conduct an internal review. Once the internal review is completed, the Minister shall advise the Service Provider and the RHA of the proposed resolution of the Dispute.

Courts

70. Nothing in this Agreement shall preclude the parties from exercising any remedy available at law or in equity before a court of competent jurisdiction.

Force Majeure

71. Neither party shall be considered in Non-compliance in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure is an event or occurrence beyond the reasonable control of the party and without its fault or negligence and which the party could not reasonably have foreseen and guarded against. For the purpose of this Agreement force majeure shall be acts of God, natural disasters, wars, terrorism or sabotage, provided that written notice of delay (including the anticipated duration of the delay) shall be given by the affected party to the other parties within ten (10) days.

Indemnification

72. The Service Provider shall save harmless and indemnify the Minister and the RHA from any and all costs, expenses and damages, however incurred or made, as a result of the performance, past performance or non-performance of its obligations under this Agreement, to the extent that such losses, claims or damages are not due to the negligence or misconduct of the Minister or the RHA.

73. Where the Service Provider receives and complies with instructions from the Minister or the RHA to cease to provide ambulance services in whole or in part,
the Minister shall indemnify and hold harmless the Service Provider against any and all costs, expenses and damages, arising as a result of or relating to actions, claims or other causes of actions taken against the Service Provider by third parties who would otherwise have received ambulance services from the Service Provider, if not for the Service Provider's compliance with the instructions from the Minister or RHA.

74. Neither the Minister nor the RHA shall be held liable by the Service Provider for any death or injury to persons or loss or damage to property arising out of the acts or omissions of the Service Provider, its servants, agents or employees in performance of its obligations under this Agreement.

Notices

75. All notices, invoices, and communications required or permitted under this Agreement shall be in writing. E-mail is a permissible form of written communication. They may be personally served or sent by registered mail, courier or in person, unless this Agreement specifies the manner of delivery. If delivered by courier or in person, the affidavit of the delivery person swearing or affirming the date and time of delivery shall be sufficient proof of same.

The addresses for service are as follows:

**The Minister**
Department of Health and Community Services
P.O. Box 8700
First Floor, West Block, Confederation Building
St. John's, NL A1B 4J6
Fax: 729-0121

**The Service Provider**
Contact information detailed in Schedule B
The Parties to this Agreement may at any time change the address for service as set forth herein by notice in writing to the other party as set forth in this clause.

General

76. The Parties hereto agree that the Service Provider is engaged as an independent contractor and the ambulance service shall be considered as a separate and stand alone entity, from any other business or organization owned, controlled or associated with the Service Provider. Neither the Service Provider nor any partner, officer, servant, agent, employee, or owner of it shall be deemed to be a partner, officer, servant, agent or employee of the Minister or the RHA.

77. The failure of either Party to insist upon or enforce, in any instance, strict performance by the other of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of that Party's right to assert or rely upon any such terms or rights on any future occasion.

78. The Parties hereto agree that, should any provision hereof be deemed invalid or illegal for any reason whatsoever, such provision shall be deemed severable and deleted herefrom and the remainder of this Agreement shall constitute the whole agreement of the Parties hereto and shall, except as hereinbefore provided, continue in full force and effect.

79. The Service Provider shall ensure that the Service Provider and its Representatives comply with all requirements of any governing federal, provincial
or municipal legislation, regulations or by-laws applicable to the Service Provider or the Service Provider's Representatives in the performance of this Agreement.

80. Neither Party shall assign this Agreement or any of the rights, benefits, duties or liabilities arising from it without the prior written approval of the other Party.

81. The Schedules attached hereto form part of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the provision of ambulance services, unless specifically incorporated herein.

82. This Agreement may be amended in writing at any time with the written agreement of the Parties.

83. This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their respective successors and permitted assigns.

84. This Agreement shall be governed by and interpreted according to the laws of Newfoundland and Labrador and, subject to the Dispute Resolution process set out in this Agreement, all actions, suits and proceedings arising out of the Agreement shall be determined in a court of competent jurisdiction in the Province, subject to any right of appeal.

[This space intentionally left blank.]
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed.

SIGNED, SEALED AND DELIVERED for and on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador by the Minister of Health and Community Services this 14th day of April, 2015 in the presence of:

Colleen Power
Witness

Minister of Health and Community Services
or his/her authorized designate

THE COMMON SEAL of LABRADOR AMBULANCE SERVICE LTD as affixed this 6 day of April, 2015, in the presence of:

Witness

Authorized Signature
I warrant and confirm that I have the authority to sign this Agreement on behalf of the Service Provider.

Josephine Hooker
Witness

RHA CEO or his authorized designate

s.40(1)
SCHEDULES

Schedule
Funding Statement ........................................................................................................... A
Operator Profile .................................................................................................................. B
Block Funding Allocation by Private Operator and Base .................................................. C
FTEs by Private Operator and Base .................................................................................. D
Request for Use of Last Available Ambulance Unit ....................................................... E
Refusal Form – Request for Use of Last Available Ambulance Unit ................................. F
SCHEDULE A
FUNDING STATEMENT

OPERATOR: LABRADOR AMBULANCE SERVICE

FUNDING: Funding to each private operator, unless otherwise stipulated, will consist of the following components: Block Funding, Mileage/Attendant Subsidy as paid by the Department of Health and Community Services and Patient Fees directly paid by the patient. These rates will be defined as follows.

1.0 Retroactivity

Upon signature by private operators of the 2014-2017 Service Agreements, HCS agrees to pay Block Funding and Wage Funding based on the formulas outlined below, retroactive to April 1st, 2014.

1.2 Block Funding Payments

The retroactive payment per HCS funded ambulance equals the total sum of Block Funding payments due from April 1, 2014 to the date of signing this agreement, divided by the total number of HCS funded ambulances owned by the private operators in the Provincial Ambulance Program. Individual private operators as defined in the Service Agreement, Definitions section, paragraph (p) will be paid the amount per HCS funded ambulance multiplied by the number of HCS funded ambulances they operate as defined in Note 1.

- Note 1 – HCS funded ambulances includes those ambulances defined as Primary, Secondary, Isolated and Available.

1.3 Wage Funding Payment

The retroactive payment per full-time equivalent ("FTE") ambulance attendant equals the total sum of outstanding Wage Funding due to all private operators, divided by the total number of FTEs each private operator was contracted to employ in the 2008-2012 Service Agreement. Individual private operators as defined in the Service Agreement, Definitions section, paragraph (p) will be paid the amount per FTE, times the number of FTEs the operator contracted to employ under the 2008-2012 Service Agreement.

2.0 Funding Agreements

2.1 Block Funding

a) Block Funding allocations by Operator and Base are identified in Schedule C (attached).
b) Block funding shall be paid as identified in the Service Agreement, Definitions section, paragraph (c) above, in twelve (12) equal payments on or about the 1st day of each month with the exception of April which will be paid on or around April 8th.

c) Ambulances will be “Block Funded” annually as follows:
   - First Primary Ambulances - $235,000 (Eligible for additional 0.5 FTE ($21,320));
   - Additional Primary Ambulance(s) - $202,000 (Eligible for additional 0.5 FTE ($21,320));
   - First Secondary Ambulance - $135,000;
   - Additional Secondary Ambulance(s) - $115,000;
   - Isolated Ambulances - $165,000; and
   - Available Ambulances - $45,000.

d) First and additional Primary ambulances will be eligible to receive an additional 0.5 FTE in Block Funding ($21,320) effective on the date of Service Agreement signing, providing the operator has implemented a new ambulance attendant schedule reflecting utilization of 4.0 FTEs. The additional 0.5 FTE will be eligible for the agreed $1.00/hour increase in fiscal 2016-2017 up from $21,320 to $22,360 (an additional $1,040). The FTE funding is subject to an accountability audit as outlined in Article 49.

e) Ambulances with half funded blocks (approximately $90,000 under the 2008-2012 agreement) will be funded as Secondary ambulances at either $135,000 or $115,000 per year depending upon how they are designated within each operator’s profile, as per Schedule C.

f) Ambulances that were funded at (approximately $31,000 under the 2008-2012 agreement will be funded as Available ambulances at $45,000 per year and will have no FTE’s associated with them.

g) Ambulances operating on mileage-only funding will be allowed to continue to operate at the operator’s discretion. The ambulance will operate under the secondary ambulance hours of service for the ambulance base to which they are attached.

3.0 Mileage Payments

3.1 Mileage per ambulance transfer will be paid as follows. This agreement includes a 10% increase in mileage payments, effective date of signing, calculated as follows:
<table>
<thead>
<tr>
<th>Type of Transfer</th>
<th>up to and including 120 kms</th>
<th>greater than 120 kms</th>
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</thead>
<tbody>
<tr>
<td>PCP functioning as the Primary Care Attendant</td>
<td>$110/trip</td>
<td>$110 +[(km-120) X 1.045]</td>
</tr>
<tr>
<td>EMR functioning as the Primary Care Attendant</td>
<td>$88/trip</td>
<td>$88 +[(km-120) X 0.825]</td>
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### 4.0 Fuel Subsidy

The Fuel Escalator Formula outlined in the 2008 - 2012 Service Agreement will remain in effect as follows:

A diesel fuel subsidy shall be paid to Ambulance operators under the Road Ambulance Program of the Department of Health & Community Services under the following terms and conditions:

1. The minimum price to be used to calculate the financial assistance is set at $0.80 per liter.

2. Fuel consumption for all ambulances shall be set at 4.6 kilometers per liter. The actual kilometers approved for payment through the Patient Care Report Form submitted by each operator to the Department of Health and Community Services under the Road Ambulance Program will be used to calculate the fuel subsidy.

3. The diesel fuel price set by the Petroleum Products Pricing Board for the St. John’s Region will be used to calculate the amount of the subsidy. An example of the calculation of this is included below.

4. The amounts payable will vary due to price fluctuations and kilometers driven.

5. Should the mid-month diesel fuel prices set by the Petroleum Products Pricing Board fall below the $0.80 minimum rate, no adjustment will be made to payments made to ambulance operators for trips performed under the Road Ambulance Program while the diesel fuel price remains below $0.80.

**Fuel Price Subsidy Calculation**

Subsidy = (Petroleum Products Pricing Board Price - Minimum Price) / 4.6 km per L
Example:

Petroleum Products Pricing Board Price: $1.03 per L

Minimum Price: $0.80 per L

Subsidy = ($1.03 per L - $0.80 per L) / 4.6 km per L

Subsidy = $0.05 per kilometer

Petroleum Products Pricing Board Price is the price for diesel fuel as set by the Board at the 15th of each month for the St. John’s Region.

The subsidy will be paid on approved kilometers submitted through the Patient Care Report Form submitted for each ambulance trip and will be paid as a part of regular payments associated with amounts due for each ambulance trip.

5.0 Garage Funding

The current Garage Funding amounts and monthly payments per operator in the 2008 - 2012 Service Agreement will remain in effect.

6.0 Dispatch Funding

The Dispatch Funding amounts and payments per operator in the 2008 - 2012 Service Agreement will remain in effect.

7.0 Paramedic Wage Increase

7.1 Over the term of the Service Agreement the following hourly wage increase will be paid on the FTEs per ambulance as identified in Schedule D:

- Fiscal year 2014 --2015 - $1.00/per hour;
- Fiscal year 2015 -- 2016 - $1.00/per hour; and
- Fiscal year 2016 - - 2017 - $1.00/per hour.

7.2 Wages increases will be effective on April 1st of each year.

7.3 Funding for FTE hourly wage increases shall not be used by the Operator for any other purpose until the minimum paramedic base wage is:

a. Fiscal year 2014-2015 - $19.50/per hour
b. Fiscal year 2015–2016 - $20.50/per hour
c. Fiscal year 2016-2017 - $21.50/per hour
7.4 Wage increase funding is added to the block funding allocation.

a) Funding for wage increases will be retroactive to April 1, 2014 based on the retroactivity provisions outlined above. Neither the RHA nor the Minister shall be responsible for any further payments related to wages to be paid by the Service Provider.

b) For operators who have already compensated paramedics at an amount equal to/or greater than the minimum base wage there is no requirement for further compensation above the minimum base wage rates.

c) Operators have the discretion to compensate ambulance attendants in any incremental amount as long as the set minimum paramedic base wage has been attained for paramedics.

d) Over the term of this Service Agreement, any wage increase payments paid on the FTEs per ambulance (as noted in 7.1, 7.2 and 7.3 above) will be used by the operators solely for ambulance attendant wage compensation.

8.0 Ambulance Staffing

8.1 Ambulances will be staffed with the following Full Time Equivalents (FTEs) based on their designation as outlined in Schedule C.

- First Primary Ambulance – 4.0 FTEs (Eligible for additional 0.5 FTE);
- Additional Primary Ambulance(s) – 4.0 FTEs (Eligible for additional 0.5 FTE);
- First Secondary Ambulance – 2.5 FTEs;
- Additional Secondary Ambulance(s) – 2.0 FTEs;
- Isolated Ambulances – 2.5 FTEs;
- Available Ambulances – 0.0 FTEs; and
- Mileage Only Ambulances – 0.0 FTEs.

8.2 As per the Agreement, an FTE is defined as a Pre-hospital Care Provider who is scheduled to work on the ambulance and who is paid a minimum of 40 hours per week. For example, an individual PCP or paramedic who is paid 50 hours per week would be considered to be equivalent to 1.25 FTEs.

9.0 Ambulance Operations

Ambulances will be staffed with two ambulance attendants and available for service as designated:
9.1 Primary ambulances – available to respond 90% of the time within ten minutes, twenty-four (24) hours per day, seven (7) days per week.

(a) HCS maintains that all Primary ambulances’ first responsibility is for emergency response in their assigned service area. This position is predicated on two principles:

- HCS wants to ensure that there is emergency response capacity in all regions; and
- HCS has committed to work with the RHAs to ensure all routine transfers are medically necessary and take place during daylight when possible.

(b) HCS agrees that within the Secondary ambulance contracted service period (weekday daytime periods) an operator may use an ambulance to complete the appropriate routine transport under the following conditions:

- The operator must work with the referring officials to first determine if the requested routine transport can be delayed until an operator’s Secondary/Available/Mileage ambulance returns to the service area;
- If the Secondary/Mileage/Available ambulance cannot return in time, then the operator maintains at least one ambulance in the assigned service area for emergency response; and
- There is confirmed mutual response capability available from an adjacent ambulance operator at the time of the decision to deploy the Primary ambulance for the routine transfer. The mutual aid confirmation must be documented and available to HCS upon request.

(c) HCS agrees that outside the Secondary ambulance contracted service period (week nights and weekends) the ambulance operator may use a ambulance to complete a routine transfer under the following conditions:

- The operator must first determine if a Secondary/Isolated/Available/Mileage ambulance and crew is available to complete the routine transport.
- If a Secondary/Isolated/Available/Mileage ambulance and crew is not available to complete the routine transport, then the ambulance operator may use a Primary Ambulance to complete the routine transfer under the following the conditions:
  - The operator maintains at least one ambulance in the assigned service area for emergency response; and
There is confirmed mutual response capability available from an adjacent ambulance operator at the time of the decision to deploy the Primary ambulance for the routine transfer. The mutual aid confirmation must be documented and available to HCS upon request.

9.2 Secondary ambulances – Staffed five (5) days per week (Monday to Friday) with two ambulance attendants to a maximum of twelve (12) hours per day with service hours to be determined as operationally required by agreement between the operator, HCS and the RHA.

a) The start and finish times of Secondary ambulances will vary per operator and base upon agreement between the operator, HCS, and the appropriate RHA para-medicine manager.

b) The Minister will indemnify and save an operator harmless for refusal to complete a routine transfer outside the agreed hours of operation for their Secondary ambulances.

(c) HCS will compensate operators for Secondary Ambulances that operate, on average, more than eighty (80) hours per two week cycle within the contracted twelve (12) hours per day availability period. Compensation will be calculated as follows:

i. The operating hours per transport equals the period between the documented Time Enroute (time ambulance leaves the base to start the transport) and the documented Time Arrived at Base (time the ambulance returns to base and is available for another transport).

ii. Additional service is calculated by the accumulated operating hours for all the Secondary ambulances at a base and not for each individual Secondary ambulance. For example, a base with three Secondary ambulances is contracted to operate two hundred and forty (240) hours per two week cycle (40 hours per week X 3 ambulances X 2 weeks). If the accumulated hours total two hundred and sixty (260), then the base has accumulated twenty (20) hours additional service for that two week cycle and will be paid for twenty (20) hours additional service at the agreed compensation rate.

iii. The compensation rate is as follows:
   a. Effective the date the Service Agreements are signed: Primary Care Paramedic (PCP) $24.60/hour; Emergency Medical Responder (EMR) $18.60/hour
   b. Effective April 1, 2016: PCP $25.80 and EMR $19.80.
iv. Reconciliation and payment of additional services costs will occur at the end of each two week cycle.

v. Operators must provide the following to their respective Regional Health Authority and Health and Community Services:

a) Daily Secondary Ambulance Report that identifies the license number for the ambulances assigned as Secondary ambulance for that day. Report to be sent via email each morning or on some other agreed schedule but prior to the day's operations in question.

b) Excel spreadsheet documenting each routine transport for the two week reconciliation cycle with the following information; Transport Date, PCR Number, Pick Up Location, Destination, Time Enroute, Time Arrived at Base, PCP or EMR as the Primary Care Giver.

c) The Excel spreadsheets can be submitted monthly but for compensation purposes it will be based/reconciled on a two week cycle.

9.3 Isolated ambulances will not have set hours of operation. Operators will have the flexibility to activate the ambulance when required for daytime routine transfers (during secondary ambulance hours of operation) or when the Primary Ambulance leaves the region.

9.4 Available ambulances will not have staff attached but will operate at the operators discretion recognizing that routine transfers cannot be initiated outside the Secondary ambulance service hours designated for that ambulance profile. To maintain Block funding the operator must prove to HCS that the ambulance performed at least fifty (50) transports per year when the operator's Primary and Secondary ambulance were in operation. If the ambulance operates under the conditions described above less than fifty (50) transports per year then the operator will repay HCS an amount calculated using the following formula:

\[
\text{Repayment} = \frac{(50 - \text{Actual Transports})}{50} \times 45,000
\]

In the event that the Operator is required to repay money to HCS, HCS reserves the right to deduct the amount owed from future block funding payments to the Operator.

9.5 Mileage Only ambulances will not have staff attached and will operate at the Operator's discretion, recognizing that routine transfers cannot be initiated outside the Secondary ambulance service hours designated for that ambulance operator profile.
10.0 **Patient Fee:** $115/trip to be collected by the Service Provider, with the exception of for Inter-facility transfers which are transports paid to the Service Provider by the RHA.

11.0 HCS commits to providing compensation to ambulance operator’s additional operating costs associated with:

(iii) Routine transports that are initiated outside the Secondary ambulance hours of operation as agreed to by HCS and individual ambulance operators (hours of operation may vary between operators and between bases for the same operator); and

(iv) Routine transport requests initiated on Saturday and Sunday.

All Off Schedule Routine Transports must have an RHA authorization number to approve payment (the process will be determined).

In order to receive compensation, ambulance operators will be required to provide the following documentation to verify that additional costs are incurred (Excel Spreadsheet Report) outlining the Patient Care Record ("PCR") Number, RHA Authorization Number, Date of Transport, Time Call Initiated, Time Call Completed, Pick Up Location, Destination, Overtime Hours Claimed, and Overtime Compensation Paid to Employees.

12.0 **Harmonized Sales Tax (HST):**

Effective January 2016, GNL will provide an additional $1,300 per funded ambulance to each Operator for additional costs relating to the proposed HST increase. However, if the HST is not adjusted, the increased funding will not be provided to operators. If subsequent to an increase in the HST it is lowered to its pre January 2016 level, the $1,300 funding will cease.

[This space intentionally left blank.]
Schedule B
Operator Profile

Operator Name: Labrador Ambulance Service

Contact Person: [Redacted]

Address: [Redacted]

Phone Number: 709-535-3534 (office)
709-896-2100 (emergency)

Fax Number: 709-535-0181

E-Mail Address: [Redacted]@nf.aibn.com

Base Information:

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<tr>
<th>Base Location</th>
<th>Number of Required Ambulances*</th>
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<tr>
<td>Happy Valley</td>
<td>2</td>
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Base Service Area: As outlined in policy EHS 2003-09-09, A Base Service Area - Coverage Requirements, in the Road Ambulance Policies and Procedures Manual

* These ambulances making up the compliment of required ambulances must be actively registered with the Department and maintained in an appropriate state of readiness at all times.

Happy Valley
- Goose Bay
- Happy Valley
- Mud Lake
- North West River
- Sheshashit

Please Note:

Minor variations in the location where ambulances are required to be based may be acceptable, but only upon the prior authorization of the Minister.
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## SCHEDULE D
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SCHEDULE E

Request for use of
Last Available Ambulance Unit
Authorization Form

Facility Staff Use Only:

Time of Request: ___________________ Date of Request: ___________________

Patient's MCP #: ___________________

Location of Patient requiring transport?

Is this transport required to preserve the patient's life or limb? Yes ☐ No ☐

Explain:

I, Doctor / Nurse (please print) __________________________ authorize the
_________________________ Ambulance Service to transport
the patient identified above knowing that the last available ambulance in this region will be
used to complete this transport; significantly increasing ambulance response time for any
request made for emergencies until this or another ambulance returns to this region. In my
professional opinion, the emergency response risk is warranted to complete this transport. I
also accept that my decision may be reviewed by competent medical authority.

Authorizing signature: __________________________

Witness: __________________________

Ambulance Operator Use Only:

Based on the professional explanation provided above, I (Ambulance Operator as above)

☐ Agree to transport the patient identified above, as requested. PCR form # __________

☐ Disagree with transporting the patient identified above. Please see the attached Refusal
Form – Request for Use of Last Available Ambulance Form!

Ambulance Crew: __________________________

(Please print your name and PMO registration #)
SCHEDULE F

Refusal Form
Request for Use of Last Available Ambulance Unit

Name of Ambulance Service: ____________________________

Location of Patient requested to be transported: ____________________________

Time of Request: ____________________________ Date of Request: ____________________________

Patient's MCP #: ____________________________

Reason for refusal?

________________________________________________________________________

________________________________________________________________________

OLMC contacted?

☐ Yes (name of physician) ____________________________

Advice:

________________________________________________________________________

________________________________________________________________________

☐ No (explain why OLMC was not contacted):

________________________________________________________________________

________________________________________________________________________

Was this decision made in consultation with Ambulance Operator / Supervisor? ☐ Yes  ☐ No

If yes, Ambulance Operator / Supervisor name: ____________________________

Comments / Advice:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Next closest available mutual aid ambulance unit (time to respond to scene): ____________

If this is a two (2) Ambulance Service; how long before the 2nd unit returns to base? ____________

Was the Medical Flight Team / Air Ambulance an option? ☐ Yes  ☐ No

Ambulance Crew: ____________________________ / ____________________________

(Please sign and print your PMO registration #)

Fax a copy of this completed form to Mr. Wayne Young, Manager of Air / Road Ambulance, Emergency Health Services – Phone: 729-3021 Fax: 729-XXXX.