Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: HCS/096/2016]

On July 18, 2016, the Department of Health and Community Services (the Department) received your request for access to the following records:

“Please provide the Moores ambulance 2012 RHA ambulance contract. Any contract.”

The Department has reviewed your request in the context of the Access to Information and Protection of Privacy Act (the Act) 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.

The Access to Information and Protection of Privacy Act requires us to provide an advisory response within 10 days of receiving the request. As this request has been completed prior to day 10, this letter also serves as our Advisory Response.

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
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

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 me by telephone at (709) 729-7010 or by email at vanessamacey@gov.nl.ca.

Sincerely,

Vanessa Macey

ATIPP Coordinator
THIS AMBULANCE SERVICE AGREEMENT made at Clarenville, Newfoundland and Labrador on this 18th day of January, 2009.

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")

OF THE ONE PART

AND: MOORE'S FUNERAL HOME AND AMBULANCE SERVICE LIMITED (Operating as Moore's Ambulance Service Ltd.)

(hereinafter the "Service Provider")

OF THE OTHER PART

AND: EASTERN HEALTH AUTHORITY (hereinafter the "RHA")

OF THE OTHER PART

WHEREAS:

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

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

The Service Provider has agreed to provide ambulance services in accordance with this Agreement; and

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**

**Agreement:** This Agreement and any amendments made in accordance with this Agreement.

**Association:** The Provincial Ambulance Operators Executive Board Inc., representing the private Service Providers and the Newfoundland and Labrador Community Ambulance Operators Association, representing the community Service Providers, as the case may be or any such association representing the Service Provider.

**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 2002 cA-1.1, to mean recorded information about an identifiable individual.

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

**Full-time Equivalent:** A Full Time Equivalent ("FTE") is defined as a Prehospital 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 EMR or paramedic that is paid 50 hours per week would be considered to be equivalent to 1.25 FTEs.

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

**Non-Compliance:** In the event 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.

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

**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, attached hereto as Schedule C.

**Prehospital Care Providers:** Personnel working in the prehospital medical response environment including Medical First Responders, Emergency Medical
Dispatchers, Emergency Medical Responders, Primary Care Paramedics, Advanced Care Paramedics and Critical Care Paramedics.

**Provincial Medical Director:** The physician sanctioned through the Provincial Medical Oversight Program to provide direction and authorization to perform delegated medical acts to registered Prehospital 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.

**Provincial Medical Oversight Program ("PMO"):** Direction and authorization to perform delegated medical acts provided by the Provincial Medical Director to registered Prehospital 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 Procedures, attached hereto as Schedule D.

**Registrar:** Eastern Regional Health Authority, a regional health authority established under the authority of the *Regional Health Authorities Act*, who has the responsibility for the registration of ambulances and Prehospital Care Providers within the province of Newfoundland and Labrador.

**Standards Manual:** The Ambulance Operations Standards Manual, 2006 edition, as may be amended from time to time by the Minister attached hereto as Schedule E.
Term of Agreement

1. This Agreement shall have retroactive effect, subject to the Funding Statement attached hereto as Schedule A, from April 1, 2008 and shall remain in full force and effect until March 31, 2012 (the “Expiry Date”).

2. Subject to Section 4.1 below, as of the Expiry Date, this Agreement shall automatically renew for successive periods of 180 days.

3. The parties agree to enter into discussions to negotiate a new agreement at least 180 days prior to the Expiry Date.

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

4.1 The Minister may terminate the Agreement on the expiry of the first or any subsequent renewal period, upon providing 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 (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, attached hereto as Schedule D 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 a copy of 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 who 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 shall allow the RHA, upon 2 days notice, access to its premises, for any of the following purposes:

(A) to evaluate compliance with the Policies and Procedures Manual and the Ambulance Operations Standards Manual;

(B) to evaluate the services being provided by attendants for the purpose of accreditation, maintenance or reinstatement as required;

(C) 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

(D) to assess the registration, inspection and maintenance of any and all of its ambulances.

13. 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.
14. The Service Provider shall make available for inspection by a Regional Director or a Senior Administrator with the RHA, within 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.

15. 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 Access to Information and Protection of Privacy Act, SNL 2002 cA-1.1, the Privacy Act, RSNL 1990 cP-22 and the Personal Information Protection and Electronic Documents Act, SC 2000 c5. 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.

16. 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 ambulance attendant has the right to receive 3 days notice, where possible, and to have a representative of the Service Provider present during the meeting provided such representation does not unduly delay scheduling the meeting. This meeting shall not be held where contrary to PMO policy regarding professional practice and review committees.

17. 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.
18. 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.

19. The Service Provider shall carry Errors and Omissions Insurance with minimum coverage of $2,000,000 for individual claims and minimum coverage of $4,000,000 for aggregate claims.

20. The Service Provider shall pay all costs and expenses associated with the provision of ambulance services including but not limited to operating expenses, insurance costs, administrative costs, fines, penalties, capital costs, human resources costs and all other costs exclusive of any subsidized training that may be available. The RHA shall provide to the Service Provider medical supplies and medications as outlined in Schedule H.

21. 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 by fax.

22. If the Service Provider is unable to meet any requirements set out in this Agreement including any of the Schedules attached hereto, the Service Provider shall immediately communicate this inability to the RHA.

23. The Service Provider shall ensure that, commencing on December 31, 2009, 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 attached to this Agreement as Schedule D.
24. As of January 1, 2010, medical oversight shall be authorized in accordance with PMO Policies and Procedures, attached to this Agreement as Schedule D and any previous arrangement made by the Service Provider and its ambulance personnel to secure medical oversight will no longer be recognized.

Obligations of the Minister/RHA

25. The RHA shall provide funding to the Service Provider in accordance with the Funding Statement attached hereto as Schedule A and the Fuel Escalator Clause attached hereto as Schedule G.

26. 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 authorized in the Policies and Procedures Manual.

27. The Minister or the RHA, as the case may be, agree to consult with the Association representing the Service Provider prior to making any change in policy, procedures, standards, provisions of the Motor Carrier Act related to ambulance services or legislation for which the Minister or the RHA, as the case may be, is responsible relevant to the delivery of ambulance services. The Minister or the RHA shall inform the Service Provider of any such changes by sending written notification to the Service Provider via registered mail and agrees that changes will not be made if such changes will have significant administrative or financial implications for the Service Provider without providing adequate compensation to the Service Provider.
28. 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 patient care, documentation, service delivery, and adherence to policy, procedures and standards.

29. 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, penalties may be imposed as set out in Schedule F.

30. 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

31. (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

32. Once the RHA becomes aware that a Service Provider is potentially in Non-compliance, it must notify the Service Provider within 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 to not be complying and shall state the specific reason why it is believed that the Service Provider is in Non-compliance, and shall provide all information available to support this belief.

33. Upon learning of a potential Non-compliance, and prior to sending the notice referred to in Article 32 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.

34. Upon receipt of the notice described in Article 32 above, the Service Provider shall conduct its own review into the potential Non-compliance. The Service Provider shall also within 5 days respond to the RHA regarding the potential Non-compliance.

35. 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 32 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.

36. After considering the information from the Service Provider, should the RHA be satisfied that the Service Provider is in Non-compliance, the
Regional Health Authority may impose penalties upon the Service Provider in accordance with Schedule F attached to this Agreement.

37. Prior to imposing the penalty, the RHA shall notify the Service Provider of the action required to remedy the Non-compliance and what penalty, if any, is to be imposed should the Non-compliance not be satisfactorily remedied.

38. The RHA, depending on the nature of the Non-compliance, shall permit the Service Provider at least 2 days to remedy the Non-compliance before the penalty is imposed. In imposing the penalty, the RHA shall consider the period during which the Service Provider was in Non-compliance up to a maximum of 90 days prior to the issuance of the Notice of Non-compliance. The RHA shall not impose any penalty for an incidence of Non-compliance which occurred prior to the commencement of this 90 day period.

39. 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 penalty to be imposed for the Non-compliance and when it shall take effect (the "Notice of Non-compliance").

40. 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 47 of this Agreement shall suspend the decision of the RHA regarding the imposition of the penalty until the conclusion of the internal review.
41. 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 emergency ambulance services.

42. Notwithstanding any other provision in this Agreement, where the Service Provider and the RHA agree that the Service Provider is in Non-compliance, penalties, as set out in Schedule F of this Agreement, may be imposed immediately upon the Service Provider.

43. Where a financial penalty is imposed, 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 a penalty/penalties of $5,000 or more, the RHA agrees to limit its attachment to a maximum of 10% of the amount of the penalty, payable per month, until paid in full, unless the parties otherwise agree.

44. 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

45. 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.

46. 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 10 days in an effort to reach a fair and equitable solution.

Minister’s Review

47. In the event the Service Provider and the RHA are unable to resolve a Dispute in accordance with the procedure set out in Article 46 above, then either party may, upon 5 days written notice to the other party, refer the Dispute to the Minister.

48. 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.

49. Within 15 days after the receipt of the written request, the Minister shall, unless the request does not disclose a Dispute as defined in Article 45 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.
50. Within 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.

51. The Minister agrees that best efforts will be made to have the internal review completed within 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

52. 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

53. 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 they 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 days.
Indemnification

54. 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.

54.1 Where the Service Provider receives and complies with instructions from the Minister or RHA to cease to provide ambulances 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.

55. 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

56. All notices, invoices, and communications required or permitted under this Agreement shall be in writing. 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

**Eastern Regional Health Authority**  
c/o Corporate Office  
Waterford Bridge Road  
St. John’s, NL A1E 4J8

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**

57. 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 or 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.
58. 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.

59. 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.

60. 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.

61. 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.

62. Schedules A through H 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.

63. Except for Schedules C, E and H which may only be amended by the Minister and Schedule D which may only be amended by the Provincial
Medical Director, with the approval of the Minister, this Agreement may be amended in writing at anytime with the written agreement of the Parties.

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

65. 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.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed.

Witness

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

THE COMMON SEAL of
Moore's Funeral Home and Ambulance Service Limited
as affixed this 18 day of January, 2016, 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.

Witness

RHA
SCHEDULE A
FUNDING STATEMENT

OPERATOR: Moore's Funeral Home and Ambulance Service Ltd.
operating as
Moore's Ambulance Service Ltd.

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

Block Funding:\n
<table>
<thead>
<tr>
<th>Base(s)</th>
<th>April 1, 2008</th>
<th>April 1, 2009</th>
<th>April 1, 2010</th>
<th>April 1, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarke's Beach</td>
<td>$554,868</td>
<td>$660,809</td>
<td>$694,288</td>
<td>$717,388</td>
</tr>
<tr>
<td>Harbour Grace</td>
<td>$683,045</td>
<td>$815,472</td>
<td>$694,288</td>
<td>$717,388</td>
</tr>
</tbody>
</table>

Mileage/Attendant Subsidy:\nUp to December 31, 2009

<table>
<thead>
<tr>
<th>Level of Training</th>
<th>up to and including 120 kms</th>
<th>greater than 120 kms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Practicing PCP or equivalent| $100/trip</td>
<td>$100 +[(km-120) X 0.95]</td>
<td></td>
</tr>
<tr>
<td>Paramedic I</td>
<td>$90/trip</td>
<td>$90 +[(km-120) X 0.85]</td>
</tr>
<tr>
<td>EMR II</td>
<td>$80/trip</td>
<td>$80 +[(km-120) X 0.75]</td>
</tr>
<tr>
<td>No attendant</td>
<td>$50/trip</td>
<td>$50 +[(km-120) X 0.60]</td>
</tr>
</tbody>
</table>

As January 1, 2010:

<table>
<thead>
<tr>
<th>Level of Training</th>
<th>up to and including 120 kms</th>
<th>greater than 120 kms</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCP</td>
<td>$100/trip</td>
<td>$100 +[(km-120) X 0.95]</td>
</tr>
<tr>
<td>EMR II</td>
<td>$80/trip</td>
<td>$80 +[(km-120) X 0.75]</td>
</tr>
<tr>
<td>No attendant</td>
<td>$50/trip</td>
<td>$50 +[(km-120) X 0.60]</td>
</tr>
</tbody>
</table>

\ Block funding shall be paid in 12 equal payments on or about 1st day of each month with the exception of April which will be paid on or around April 8th

\ A fuel adjustment will be made per trip based on the attached schedule G.

\ An equivalent to a Practicing PCP would include a Paramedic with Symptom Relief and IV therapy who is practicing under the direction of a medical control physician in accordance with Departmental policies, procedures and standards. As of January 1, 2010, ambulance personnel must be registered in accordance with the Provincial Medical Oversight.
Patient Fee: $115/trip

Garage Funding:
Funding will be considered for Service Providers who have in place ambulance bays used for the regular storage of their ambulance(s). To qualify for this funding, Service Providers must meet a minimum standard as defined by the Department. Compensation per bay will be based on $10 square foot to a maximum of $3,360/year (or $280/month). Requests for funding must be submitted in writing to the Regional Health Authority by the operator.

Costs Associated with Provincial Medical Oversight Program:
Included in the April 1, 2010 block funding allocation is base funding to cover costs associated with Provincial Medical Oversight, including but not limited to training, certification, travel, administrative overhead, etc. The base funding is as follows:

<table>
<thead>
<tr>
<th>Base</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarke’s Beach</td>
<td>$10,378</td>
</tr>
<tr>
<td>Harbour Grace</td>
<td>$10,378</td>
</tr>
</tbody>
</table>
Schedule B
Operator Profile

Operator Name: Moore's Ambulance Service

Contact Person:

Address:

Phone Number:

Fax Number: 709-786-6102

E-Mail Address: @nf.aibn.com

Base Information:

<table>
<thead>
<tr>
<th>Base Location</th>
<th>Number of Required Ambulances*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarke's Beach</td>
<td>4</td>
</tr>
<tr>
<td>Harbour Grace</td>
<td>4</td>
</tr>
</tbody>
</table>

Base Service Area: As outlined in policy EHS 2003-09-09, "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.

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.
SCHEDULE ‘C’
Policies and Procedures Manual

The parties acknowledge having a copy of the Road Ambulance Policies and Procedures Manual, 2005 edition, as amended and as may be amended from time to time by the Minister.
SCHEDULE ‘D’
PMO Policies

The parties acknowledge obtaining a copy of the PMO Policies which may be amended from time to time by the Provincial Medical Director with the approval of the Minister.
**SCHEDULE F**

**Notice of Non-Compliance**

**Definition of Non-Compliance:** Non-compliance is defined as a Service Provider’s non-compliance with policies, procedures, standards, legislation or the Agreement pertaining to the provision of road ambulance services without the authorization of the RHA. Non-compliance may be minor or major depending on the impact of the non-compliance on the delivery of ambulance services. While a minor non-compliance would not significantly impact service delivery, a major non-compliance would significantly impact service delivery and may result in risk to public safety.

**Penalty Schedule:** Where the RHA is satisfied, after considering all relevant information, that the Service Provider is in non-compliance, the RHA may impose penalties on the Service Provider as set out below.

<table>
<thead>
<tr>
<th>Non-Compliance</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Not providing emergency ambulance coverage. This excludes situations where</td>
<td>If it is determined that the service will not be reinstated by Service Provider all block funding payments will be terminated. If the</td>
</tr>
<tr>
<td>the Service Provider is requested to use its emergency ambulance to provide</td>
<td>interruption of service is determined to be temporary, funding to the Service Provider will be reduced by $200 per day.</td>
</tr>
<tr>
<td>mutual aid to another service area. It also excludes situations where a</td>
<td>Funding to be reduced at a rate of $400/day for each ambulance not maintained in accordance with the Operator Profile.</td>
</tr>
<tr>
<td>Service Provider is unable to provide emergency coverage due to a mechanical</td>
<td>Non-payment of the associated invoices in which the personnel not appropriately registered was utilized and a reduction to their</td>
</tr>
<tr>
<td>breakdown. However, if the Service Provider is unable to provide emergency</td>
<td>funding in the amount of $250 for each transport utilizing the inappropriately registered prehospital care provider. Upon</td>
</tr>
<tr>
<td>coverage due to a mechanical breakdown, immediate notification should be</td>
<td>implementation of PMO, notification will be sent to all Service Providers if there is any change to the an individual’s registration</td>
</tr>
<tr>
<td>provided to the RHA who would evaluate service delivery requirements. For</td>
<td>status, including a restricted status, suspension or decertification.</td>
</tr>
<tr>
<td>instance, the Service Provider may be required to acquire a loaner ambulance</td>
<td></td>
</tr>
<tr>
<td>or they may be given permission to operate through mutual aid from neighboring</td>
<td></td>
</tr>
<tr>
<td>ambulance service.</td>
<td></td>
</tr>
<tr>
<td><em>(Policy EHS 2003-09-09 - Base Service Areas - Coverage Requirements)</em></td>
<td></td>
</tr>
<tr>
<td>2. Not maintaining the required number of registered ambulances *(Operator</td>
<td></td>
</tr>
<tr>
<td>Profile Schedule “B”)*</td>
<td></td>
</tr>
<tr>
<td>3. Utilization of prehospital care provider not appropriately registered.</td>
<td></td>
</tr>
<tr>
<td>This penalty will not be imposed until after 90 days from the date which</td>
<td></td>
</tr>
<tr>
<td>the inappropriately registered staff was used to allow operators the ability</td>
<td></td>
</tr>
<tr>
<td>to review the rejection report. *(Policy EHS 2003-09-67-Ambulance Personnel</td>
<td></td>
</tr>
<tr>
<td>Registration; As of January 1, 2010, the PMO Policies attached as Schedule</td>
<td></td>
</tr>
<tr>
<td>’D’)*</td>
<td></td>
</tr>
<tr>
<td>Non-Compliance</td>
<td>Penalty</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4. Locating ambulance outside the required base location as per the Operator Profile. Any proposed changes to the community in which an ambulance is suppose to be located as per the Operator profile will be considered by the RHA at the request of the Service Provider. (Road Ambulance Agreement - Operator Profile schedule 'B')</td>
<td>Reduction of mileage payout associated with responding from another community and a reduction to the block funding in the amount of $100 for each day in which the ambulance is not properly location.</td>
</tr>
<tr>
<td>5. Responding from inappropriate bases for emergency requests for transports (Policy EHS 2003-09-03 - Ambulance Positioning within a Service Area)</td>
<td>Reduction of mileage payout associated with responding from another community and a total reduction to the funding in the amount of $250 for each incident in which an ambulance from the closest ambulance base does not respond.</td>
</tr>
<tr>
<td>6. Inadequate dispatch whereby emergency calls are not received and/or responded to when substantiated by the RHA. (Ambulance Operation Standards Manual)</td>
<td>A total funding reduction in the amount of $400 per incident and the requirement to demonstrate improvements to dispatch services</td>
</tr>
<tr>
<td>7. Violation of the Ambulance Operational Standards by failing to include the following items in an ambulance without a reason that is satisfactory to the RHA: • Stretcher with blankets • Spine Board • Collars • Defibrillator • Blood Pressure Cuff • Oxygen and associated supplies • O/P adjunct • BVMs • Suction</td>
<td>A funding reduction in the amount of $250 per day prorated based on the number of days that the ambulance was not properly equipped.</td>
</tr>
<tr>
<td>8. Modification made to an ambulance after being registered through the Registrar which is not consistent with the operational standards and the change is not approved by the Registrar.</td>
<td>De-registration of ambulance; Mileage subsidy associated with the utilization of this ambulance will not be honored for payment and funding will be adjusted in the amount of $250 per day until the modification is corrected.</td>
</tr>
<tr>
<td>9. Non compliance with staffing standard as outlined in the Ambulance Operations Standards Manual</td>
<td>Service Providers must demonstrate compliance with the existing Best Efforts policy (EHS 2003-09-62 - Training “Best Efforts”). If the Service Provider cannot operate their ambulance fleet in accordance with the staffing standard, funding will be adjusted in the amount of $40 per day per ambulance to reflect differences in salaries paid to EMRs and Paramedics.</td>
</tr>
<tr>
<td><strong>Non-Compliance</strong></td>
<td><strong>Penalty</strong></td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>10. Not charging patient fees in accordance with the <em>Motor Carrier Act</em> and regulations</td>
<td>A block funding reduction in the amount $115 for the first incidence, $230 for the second incidence, $345 for the third incidence and $460 for the fourth and each subsequent incidence to a maximum of $10,000 per month shall be assessed. These shall be assessed on a per trip basis.</td>
</tr>
<tr>
<td>11. The Service Provider does not make available for inspection by the Authority and persons appointed under the <em>Motor Carrier Act</em>, RSNL 1990, c. M-19, 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.</td>
<td>De-registration of the ambulance(s); Non-payment of associated invoices in which the de-registered ambulance(s) were utilized; A penalty in the amount of $250 per day will be imposed until the ambulance is inspected.</td>
</tr>
<tr>
<td>12. Service Provider does not have Errors and Omissions insurance or does not have the minimum amount as outlined in the Agreement</td>
<td>Termination of all block funding and mileage subsidy payments.</td>
</tr>
</tbody>
</table>

*Note: Issues related to professional practice will be addressed in accordance with the policies and procedures associated with Provincial Medical Oversight not through a Notice of Non-compliance.*
SCHEDULE G
Ambulance Operators Fuel Price Subsidy
Effective April 1, 2008 to March 31, 2012

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 base 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 in the calculation of 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 attached.

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

5. This Agreement is effective for the period commencing April 1, 2008 and will terminate March 31, 2012.

6. Should the mid month diesel fuel prices set by the Petroleum Products Pricing Board fall below the $0.80 base 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 - Base Price) / 4.6 km per L

Example:

Petroleum Products Pricing Board Price: $1.03 per L
Base 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.
SCHEDULE H
Provincial Medical Oversight Program
Medications and Supplies to be Provided by the RHA

The following list of medications and supplies will be provided by the RHA for each required ambulance:

**Medications**

<table>
<thead>
<tr>
<th>Medication</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epinephrine, 1:1000, 1 mL</td>
<td>12</td>
</tr>
<tr>
<td>Salbutamol Metered Dose Inhaler</td>
<td>2</td>
</tr>
<tr>
<td>Salbutamol nebulizer</td>
<td>10</td>
</tr>
<tr>
<td>ASA 80 or 81 mg tabs blister packed</td>
<td>10</td>
</tr>
<tr>
<td>Nitroglycerine (Spray only), 0.4 mg</td>
<td>2 bottles</td>
</tr>
<tr>
<td>Oral Glucose</td>
<td>2 tubes</td>
</tr>
<tr>
<td>D50W Pre-load, 25g in 50 mL</td>
<td>4</td>
</tr>
<tr>
<td>Glucagon, 1mg</td>
<td>2</td>
</tr>
</tbody>
</table>

**Supplies**

<table>
<thead>
<tr>
<th>Supply</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>syringes: 1 mL, 3 mL, 5 mL, 10 mL</td>
<td>3 ea.</td>
</tr>
<tr>
<td>Latex free IV Catheters Latex free IV Catheters</td>
<td>6 ea.</td>
</tr>
</tbody>
</table>
| Of the following sizes: 14g, 16g, 18g, 20g, 22g,  
24g, all 1.16 inch                                  |          |
| needles: 18g, 20g, 1.5 inch                        | 3 ea.    |
| needles: 22 g, 24 g, 1 inch                        | 3 ea.    |
| Normal Saline Ampules, 10 mL                       | 3        |
| Normal Saline, 1000 mL                             | 8        |
| Normal Saline, 500 mL                              | 3        |
| Blood Glucose Monitor with Test Strips (10 min)    | 1        |
| Macro drip IV tubing (10 gtt)                      | 8        |
| Pediatric buretrol for IV's (PMO)                  | 2        |
| Disposable aerochamber-adult                       | 2        |
| Disposable aerochamber-pediatric                   | 2        |
| Tourniquets (non-latex)                            | 5        |
| Alcohol swipes                                     | 50       |
| Betedine swipes                                    | 50       |
| Tegaderm or equivalent (approx 4 x 8 cm)           | 50       |
| Normal Saline Lock                                 | 10       |

**NOTES:**

- Service Providers shall request the above noted items in accordance with the process outlined by the RHA.
- The RHAs shall determine the quantity of supplies to be distributed to each Service Provider based on factors, such as workload.
- The RHA will continue to supply the above noted items to the Service Provider on a regular basis as necessary for the Service Provider to maintain the minimum required quantity of each item.
- Of the above listed items, the RHA shall only distribute items based on the level of training of the pre-hospital care providers employed by the Service Providers.
- All Service Providers shall maintain the above noted items in accordance with the guidelines established by the RHA.
ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT made this 25th day of March, 2013.

BETWEEN: Moore's Funeral Home and Ambulance Service Limited
(hereinafter referred to as "Assignor")

(hereinafter referred to as "Assignee")

AND: Eastern Health Authority

AND: Her Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Health and Community Services

(Eastern Health Authority together with Her Majesty in Right of Newfoundland and Labrador hereinafter referred to as "Third Parties")

WHEREAS the Assignor and the Third Parties are parties to an Ambulance Service Agreement dated January 18, 2010 (which agreement, as may have been amended, is hereinafter referred to as the "Agreement"); and

WHEREAS the Assignor wishes to assign to the Assignee all of its interest in and under the Agreement;

NOW THEREFORE in consideration of the premises hereto and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Definitions

The words and phrases in this Assignment and Novation Agreement shall, unless otherwise defined herein, have the same meanings as such words and phrases have in the Agreement.
2. **Effective Date**

This Assignment and Novation Agreement is effective from ________, 2013 (the “Effective Date”).

3. **Assignment by Assignor**

The Assignor does hereby assign, set over, transfer and convey its interest in the Agreement unto the Assignee together with all benefits, rights of action or other rights accruing under the Agreement to have and to hold the same unto the Assignee absolutely.

4. **Acceptance by Assignee**

The Assignee hereby accepts the assignment from the Assignor set forth in Clause 3 hereof and covenants and agrees with the Assignor and the Third Parties that it shall at all times from and after the Effective Date, be bound by, observe and perform all of the terms and provisions to be observed and performed by the Assignor under the Agreement to the same extent as if the Assignee had been a party thereto in the place and stead of the Assignor.

5. **Consent and Agreement of Third Parties**

The Third Parties do hereby:

(i) consent to the assignment by the Assignor to the Assignee of the Agreement;

(ii) release and discharge the Assignor of and from the observance and performance of the covenants, agreements and obligations on the part of the Assignor to be observed and performed under the Agreement from and after the Effective Date, however, that nothing herein contained shall be construed as a release of the Assignor from any obligation or liability under the Agreement which accrued prior to the Effective Date; and

(iii) agree that from and after the Effective Date the Assignee shall, in accordance with the provisions of the Agreement, be entitled to hold
and enforce all of the privileges, rights and benefits of the Assignor under the Agreement to the same extent as though and to the intent and purpose that the Assignee had been a party thereto in the place and stead of the Assignor.

6. **Release**

In consideration of the Third Parties executing this Assignment and Novation Agreement, the Assignor does hereby release and absolutely discharge the Third Parties of and from any and all claims, actions, suits, demands, losses, costs, damages and expenses, including, without limitation, legal expenses, of whatsoever nature or kind, which the Assignor now has or may hereafter have or incur, directly or indirectly, by reason of, or in any way relating to the Third Parties accepting and dealing, or agreeing to accept and deal, with the Assignee as a party to the Agreement in the place and stead of the Assignor.

7. **Counterparts**

This Assignment and Novation Agreement may be executed in as many counterparts as are necessary and, when a counterpart has been executed by each party hereto, all counterparts together shall constitute one agreement.

8. **Address of Assignee**

The address of the Assignee for notices under the Agreement shall be the address set forth below, namely:

P.O. Box 429  
Clarke's Beach, NL  
A0A 1W0

9. **Governing Law**

This Assignment and Novation Agreement shall be governed by, and construed in accordance with the laws in force in Newfoundland and Labrador.
Moore's Funeral Home and Ambulance Service Limited (Assignor)

Per: ____________________________ s.40(1)


Per: ____________________________ s.40(1)

Eastern Health Authority

[Signature]

Said Downing
Regional Program Director, Emergency Paramedics

Minister of Health and Community Services, or authorized designate

[Signature]