March 20, 2018

Government of Newfoundland and Labrador
Department of Health and Community Services

Dear [Redacted],

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: HCS/038/2018]

On March 16, 2018, the Department of Health and Community Services (the Department) received a transfer of your request from the Department of Finance for access to the following records:

"Any and all correspondence including phone calls between Moore's Ambulance services serving Clarke's Beach NL and Harbour Grace NL concerning their current contract and Interim Agreement in Principle regarding all service terms and obligations and funding."

Please be advised that the majority of your request has previously been published through prior ATIPP requests and can be accessed as follows:

http://atipp-search.gov.nl.ca/public/atipp/requestdownload?id=5105


http://atipp-search.gov.nl.ca/public/atipp/requestdownload?id=1543


http://atipp-search.gov.nl.ca/public/atipp/requestdownload?id=6984

Access to the remaining information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Section 40- Disclosure Harmful to Personal Privacy

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 ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). 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.

The address and contact information of 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.

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 Completed Access to Information Requests 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 709-729-7010 or by email at MichaelCook@gov.nl.ca.

Sincerely,

Michael Cook
ATIPP Coordinator
Enclosures
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party’s position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including
(i) personal information that is supplied in support of the application for the benefit, or

(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or

(ii) the disclosure of the name itself would reveal personal information about the third party; or
(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
Interim Agreement in Principle

October 3, 2017

BETWEEN
Health and Community Services (GNL)

AND
Moore’s Ambulance (2012) Limited

AND
Eastern Regional Health Authority

Together the “Parties”

WHEREAS the Operator is Moore’s Ambulance (2012) Limited

AND WHEREAS the GNL has an interest in providing coordinated and efficient ambulance service for the people of the province;

AND WHEREAS the GNL delegates responsibility for coordination of ambulance services to the province’s Regional Health Authorities (“RHAs”);

NOW THEREFORE the GNL and the Operator agree to the following Agreement in Principle as the basis for new Service Agreements between GNL with individual Private Ambulance Operators for the provision of GNL funded ambulance service within the province.

1.0 Definitions
a) Ambulance attendants – includes Emergency Medical Responders (“EMRs”) and/or Primary Care Paramedics (“PCPs”);

b) Block Funding means financial aid provided by GNL to private ambulance operators for use in providing ambulance services as required by GNL or its delegates. “Block Funded” ambulances are identified as either:
   • Primary – Staffed with two ambulance attendants ready to respond within 10 minutes
(90% of the time) 24 hours a day/7 days a week.

- **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;

c) **Daylight** – 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 daylight hours).

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

e) **Private operators**: includes members of NL Ambulance Operators Association, the Newfoundland Association of Ambulance Services, and four (4) independent operators, including the Operator.

f) **Secondary ambulance hours of operation**: will be a maximum of twelve (12) hours per day, to be determined as operationally required by agreement of Department of Health and Community Services (HCS), the RHA(s), and the private operator.

g) **Service Agreement** is the tripartite agreement signed between the HCS, the RHA and the individual private ambulance operator(s) for the provision of ambulance service.

### 2.0 Term of the Agreement

This Agreement is considered an interim Service Agreement. This Agreement is effective on date of signing and will terminate on the date a new Service Agreement is signed by the operator. There are no extensions to this interim Service Agreement. GNL or the Operator can terminate this Agreement at any time on provision of 180 days written notice.

### 3.0 Retroactivity

Upon signature by the ambulance operator of the interim Service Agreement, GNL agrees to pay retroactive Wage Funding based on the formulas outlined below, retroactive to April 1, 2014.

The retroactive payment per full-time equivalent ("FTE") ambulance attendant equals the total sum of outstanding Wage Funding due private operators divided by the total number of FTEs all private operators were contracted to employ in the 2008-2012 Service Agreement. The operator will be paid the amount per FTE times the number of FTEs the operator contracted to employ under the 2008-2012 Service Agreement.
4.0 Funding Agreements

4.1 Block Funding
a) Block Funding allocations by Operator and Base are identified in ANNEX #1 (attached).

b) Block Funding shall be paid as identified in the Definitions Section 1.0 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 would be “Block Funded” annually as follows:
   - First Primary Ambulances - $284,400;
   - Additional Primary Ambulance(s) - $251,400;
   - First Secondary Ambulance - $150,600;
   - Additional Secondary Ambulance(s) - $127,480;

4.2 Mileage Payments
Mileage per ambulance transfer will be paid as follows:

a) 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>
</tr>
</thead>
<tbody>
<tr>
<td>PCP as the Primary Care Attendant</td>
<td>$110/trip</td>
<td>$110 +[(km-120) X 1.045]</td>
</tr>
<tr>
<td>EMR as the Primary Care Attendant</td>
<td>$88/trip</td>
<td>$88 +[(km-120) X 0.825]</td>
</tr>
</tbody>
</table>

b) The Fuel Escalator Formula outlined in the 2008 - 2012 Service Agreement will remain in effect.

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

4.4 Dispatch Funding
The Dispatch Funding amounts and payments per operator in the 2008 - 2012 Service Agreement will remain in effect.
4.5 Paramedic Wage Increase
a) Over the term of the 2014-2017 Service Agreement the following hourly wage increases were paid (or in the case of the Operator, are to be paid by GNL) on the FTEs per ambulance as identified in ANNEX #2:
   - 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.

b) Wages increases were effective on April 1st of each year. The funding increase have been incorporated into the proposed Block Funding identified in Section 4.1.

c) Funding for FTE hourly wage increases shall not be used by the Operator for any other purpose until the combined average, calculated as the sum of the wage of each PCP and EMR divided by the number of FTE’s, is
   - Fiscal year 2014-2015 - $19.50/per hour;
   - Fiscal year 2015–2016 - $20.50/per hour; and
   - Fiscal year 2016-2017 - $21.50/per hour.

5.0 Ambulance Staffing
a) Ambulances will be staffed with the following Full Time Equivalents (FTEs) based on their designation as outlined in Annex 1. First and additional Primary ambulances will be eligible to receive an additional 0.5 FTE in Block Funding from the time of Service Agreement signing and upon proof of hiring reasonably satisfactory to HCS:
   - First Primary Ambulance – 4.5 FTEs;
   - Additional Primary Ambulance(s) – 4.5 FTEs;
   - First Secondary Ambulance – 2.5 FTEs;
   - Additional Secondary Ambulance(s) – 2.0 FTEs;

6.0 Ambulance Operations
Ambulances will be staffed with two ambulance attendants and available for service as designated:

6.1 Primary ambulances – available to respond 90% of the time within ten minutes, twenty-four (24) hours per day, seven (7) days per week.

a) GNL maintains that all Primary ambulances’ first responsibility is for emergency response in their assigned service area. This position is predicated on two principles:
• GNL wants to ensure that there is emergency response capacity in all regions; and
• GNL has committed to work with the RHAs to ensure all routine transfers are medically necessary and take place during daylight when possible.

b) GNL agrees that within the Secondary ambulance contracted service period (weekday daylight periods) an operator may use a Primary 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 ambulance returns to the service area;
• If the Secondary ambulance cannot return before the Primary ambulance is deployed for the routine transport 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 GNL upon request.

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

• The operator must first determine if a Secondary ambulance crew is available to complete the routine transport.
• If a Secondary ambulance 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:
  o The operator maintains at least one ambulance in the assigned service area for emergency response; and
  o 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 GNL upon request.

6.2 Secondary ambulances – twelve (12) hours per day Monday through Friday.

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 2014-2017 or new Service Agreement will indemnify and save an operator harmless for refusal to complete a routine transfer outside the agreed hours of operation for their Secondary ambulances.

7.0 Service Area Exclusivity
The Parties acknowledge that, as contemplated under the Motor Carrier Act, subsection 33(6), an ambulance operator’s Public Utilities Board (PUB) assigned service area does not apply to emergency transports. The parties further agree that:

a) HCS/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 ANNEX #1. There will be no basing of ambulances into another operator’s PUB assigned service area.

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

8.0 Return Transfer Policy
The Return Transfer Policy will be modified by HCS, including as follows:

a) When a patient is to be returned to his/her region, the sending RHA will:
   o 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;
   o If no ambulance is available at the health facility, 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; and
   o If the destination’s operator is not available to arrive at the facility within ninety (90) minutes, then the RHA will use a rotation list prepared by HCS/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 RHA’s 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 total kilometers for both transports.
d) GNL 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.

9.0 Long Distance Transfer Co-ordination
Transforms of six (6) hours and longer duration shall be coordinated with a second ambulance operator, wherever possible, so the transport will 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.

10.0 AVL Equipment Installation
10.1) As a critical first step towards gathering the data available to support Central Medical Dispatch Centre (“CMDC”) planning, the Operator agrees that GNL, can install, maintain and operate Automatic Vehicle Location (AVL) systems on the Operator’s ambulances. This agreement will support GNL 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.

10.2) The AVL equipment will be owned by the GNL 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 GNL.

10.3) Operators may have their own equipment (in addition to GNL equipment).

10.4) 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.

10.5) HCS agrees to share all applicable AVL tracking data with the individual operators in real time.
11.0 Accountability

11.1) HCS/RHA staff or their approved designate reserve the right to:
   a) Visit an ambulance operator’s base without notice to monitor compliance with the Service Agreement’s terms;
   b) Review ambulance attendant staff listing, timesheets and operator payroll records. This review can take place on site (upon twenty-four (24) hours’ notice) or a request may be made by HCS/RHA for the documentation to be sent (via e-mail or fax within twenty-four (24) hours) to an HCS/RHA auditor; and
   c) Verify with patients the details of the transport claim.

11.2) HCS/RHA agrees to identify to operators the staff members or designates who may from time to time visit an ambulance operator’s base.

11.3) 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 Clause 5.0 above 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 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.

12.0 Clause 27 Modification

12.1) Clause 27 of the 2008-2012 Service Agreement will be deleted and replaced by a revised clause:

“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.”

12.2) 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.
13.0 CMDC Planning and Implementation

13.1 GNL and the Operator 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.

13.2 GNL agrees to invite the Operator and other associations to actively participate in the CMDC Planning Project. GNL will ensure:
   a) The consultants meet with the Associations (which for this clause 13.2 shall include the Operator) to gain a full understanding of the impact the CMDC may have on their membership and their operations;
   b) The consultant accurately reflects the Associations’ concerns within their report;
   c) The Associations will have the opportunity to review and comment on the project’s draft reports with GNL and the consultant; 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.

13.3 GNL recognizes that the Operator is a private company which operates under the legislation, provincial policies and provincial medical oversight within the Province of Newfoundland & Labrador

13.4 The Operator recognizes that while stakeholder consensus on CMDC operations is GNL’s objective, however, the Operator, also recognizes that GNL cannot fetter its responsibility to:
   a) Allow the consultant make their recommendations based on their expertise, experience and project findings
   b) Select the best CMDC option that will ensure an effective and efficient Provincial Ambulance Program for the people of this province.

14.0 Program Review

14.1 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, GNL and the 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 transfers 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 2014-2017 Service Agreement’s Secondary Ambulance contracted operations of twelve (12) hours per day Monday to Friday.

c) GNL 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, GNL recognizes there are potential financial impacts for ambulance operators.

e) GNL commits to providing compensation to ambulance operator’s additional operating costs associated with:
   • Routine transports that are initiated outside the Secondary ambulance hours of operation as agreed to by GNL and individual ambulance operators (hours of operation may vary between operators and between bases for the same operator); and
   • 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) GNL and ambulance operators will evaluate the routine transfer process every three months (from signing) for the duration of the Service Agreement.

15.0 Harmonized Sales Tax (HST):
Effective April 2017, GNL will provide an additional $1,300 per funded ambulance to each Operator for additional costs relating to the proposed HST increase. If subsequent to an increase in the HST it is lowered to its pre July 2016 level, the $1,300 funding will cease.

16.0 Service Agreement Clarification
Clarification of discussions between GNL and the Operator are contained in Schedule A attached.
This Memorandum of Understanding is signed in St. John's on the 03 day of October, 2017.

Moore's
For Moore's Ambulance (2012) Limited

Name: [redacted]
Title: President

Date: Oct 03, 2017

Her Majesty in Right of Newfoundland and Labrador

Minister of Health and Community Services

Date: October 4, 2017

Witness Name: Elaine Power

Date: Oct 03, 2017
ANNEX #1 – Block Funding Allocation by Private Operator and Base

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<tr>
<th>Operator</th>
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<th>Primary #2</th>
<th>Secondary #1</th>
<th>Secondary #2</th>
</tr>
</thead>
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<tr>
<td>Moore's - Clarke's Beach</td>
<td>P1</td>
<td>P2</td>
<td>S1</td>
<td>S2</td>
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<tr>
<td>Moore's - Harbour Grace</td>
<td>P1</td>
<td></td>
<td>S1</td>
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ANNEX #2 – FTEs by Private Operator and Base

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<tr>
<th>Operator</th>
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<th>Primary #2</th>
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<tr>
<td>Moore's - Harbour Grace</td>
<td>4.5</td>
<td></td>
<td>2.5</td>
<td></td>
</tr>
</tbody>
</table>

QCT O 3 2017

s. 40(1)
Response to Moore’s Ambulance Service Agreement in Principle Discussions September 29, 2017

Moore’s questions are in black.
Government’s responses are in red.

1. Reference was made at the meeting to the analysis made by HSC showing that 6 of Moore’s ambulances did 97% of the calls. We would appreciate receiving a copy of that report/analysis for our review.

As communicated to you at our meeting on September 18, 2017 Government is prepared to fund Moore’s for six ambulances. Government is prepared to share the data used in the analysis however this will not impact the timelines as agreed by both parties.

2. Clause 4.1, can you confirm how the numbers were calculated/what are the different components?

The table below outlines the current block funding calculations:

<table>
<thead>
<tr>
<th>Ambulance</th>
<th>Negotiated Base Block Funding</th>
<th>Wage Increase April-14</th>
<th>Wage Increase April-15</th>
<th>Wage Increase April-16</th>
<th>Current Block Funding</th>
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<tbody>
<tr>
<td>1st Primary</td>
<td>$256,320</td>
<td>$9,360</td>
<td>$9,360</td>
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<td>$9,360</td>
<td>$9,360</td>
<td>$9,360</td>
<td>$251,400</td>
</tr>
<tr>
<td>1st Secondary</td>
<td>$135,000</td>
<td>$5,200</td>
<td>$5,200</td>
<td>$5,200</td>
<td>$150,600</td>
</tr>
<tr>
<td>2nd Secondary</td>
<td>$115,000</td>
<td>$4,160</td>
<td>$4,160</td>
<td>$4,160</td>
<td>$127,480</td>
</tr>
</tbody>
</table>

3. The Retroactivity clauses, 3.0 and 4.5, raise a few questions:

i. The specific wording of the written clause as to the mechanics of determining the amount of the retroactive wage funding is not exactly as was discussed at the meeting. Moore’s is putting together some figures...
and information (although this could be time consuming) but presumably the amount per FTE that Moore's is entitled to is known ($6,240??) and Moore’s will provide the number of FTE’s and what they were actually paid since April 1, 2014 to determine who gets the additional wage increase funding. There was an amount of $6,240 per FTE mentioned the other day. Please confirm how that figure was calculated. We did our own calculation as well. Based on clause 4.5, if the employee received $1.00 more on April 1, 2014 and they continued to receive that additional amount up to March 31, 2017, accordingly, and based on a 40 hour week x 52 weeks for 2080 hours per year, then for just this $1 increase over the 3 year period results in the $2,080 x 3 years or $6,240. However, that same calculation must be worked through for the $1.00 increase on April 1, 2015 ($2080 per year x 2 years or $4,160) and for the $1 increase on April 1, 2016 through March 31, 2017 for an additional $2,080, such that the total increase that employee would have received from April 1, 2014 to March 31, 2017 is $12,480. There is also the period to be addressed from March 31, 2017 to the date of signing. Based on our client’s calculation, they would be entitled to up to $12,480 per FTE for the 3 year period, subject to verification of numbers. We would like to clarify and confirm the exact numbers here so everyone is on the same page upon signing.

Your analysis is correct. The hourly salary increase calculation for each FTE shows a total $6,240 salary increase calculated as a $1/hour per year for
three years. However, when retro payments are calculated on a three-year cash flow basis each FTE who was in Moore's employ from April 1, 2014 to March 31, 2017 would receive $12,480 in retro salary payments as you have identified.

ii. Also on that point was the discussion at the meeting of whether any excess wages paid in any period by Moore's could be used against a period where less than the amount required to be paid under the 2014 - 2017 contract was paid. The consensus was that this excess being used to counter the shortfall was not an issue provided that for the entire period, April 2014 through March 2017 (and to the date of signing presumably), the employee received what they should have received under the terms of the 2014 to 2017 agreement. Again, this should be clarified in this interim Agreement.

Government does not object to reimbursing Moore's for hourly salary (no benefits) paid in the 2014-2017 Service Agreement timeframe that are above the identified hourly salary rates on proof that the salaries were paid. Total retroactive payments to Moore's will not exceed the total retro calculations identified in the September 18, 2017 document. Please note the burden of proof of payment will be with Moore’s and that any claim documents received by Government will undergo detailed financial review.

iii. Per Clause 4.5 (b), if $6240 is incorrect how does that impact the Block Funding numbers?

The $6,240 is correct and there is no impact on the Block Funding calculations.

iv. In Clause 4.5 (c) we had taken those to be PCP wages, yet there is reference to a "combined average" for each PCP and EMR. Can you clarify this as EMRs are generally paid less than PCPs. We suggest this should simply read "any other purpose until the minimum paramedic (PCP) base wage is:"
Government compensates operators for $21.50/hour (April 1, 2016 rate) for each agreed ambulance FTE. It is recognized that PCPs earn more than EMRs. We expect staff salary funding to average $21.50/hour. For example; a PCP may earn $24.50/hour and an EMR may earn $18.50 but the average is $21.50.

4. In Clause 4.5, is the $1.00 to cover increases in wages only or might it include increased benefits as well? And is the $1.00 an average or for each FTE?

The hourly rate signifies hourly salary rate only. It is Government’s expectation that benefits paid by operators are covered through the other available revenue sources such as mileage subsidy and patient fees.

The intention of the salary increase was to increase all ambulance attendant average salary compensation. While circumstances may dictate varying levels of increases, Government expects the average hourly compensation for ambulance attendants to rise $1/hour per year.

5. Aside from the Primary and Secondary ambulances, Moores will now have 2 additional ambulances. Is Moores able to designate at least one as a "mileage only" ambulance? And to otherwise use it as a mechanical spare from time to time? We believe there is an existing definition for a "mileage only" ambulance that we could use.

Government does not envision to need to register an operational ambulance classed as “mileage only”. By industry practice most multi-ambulance provincial operators have a mechanical spare available that is not registered as “mileage only”.
6. In Clause 6.2 (b), we feel this Indemnity should be expanded to cover any claim against Moores as a result of they now only having 3 units 24/7/365 and for not responding to "off-hour" calls in circumstances where they would now respond under the current contract.

The clause as presented is incorporated into the other private operator 2014-2017 Service Agreements that are currently in effect. Government will not entertain a revision in wording and intent with Moore's.
7. Clause 7.0 (a) of the Agreement states that the "Operators will maintain their assigned bases with the designated number of ambulances as outlined in Annex 1". We recall at the meeting that it was indicated, however, that for operational efficiencies and service requirements, Moore's could, where appropriate, use the 6 ambulances when, where and as needed, subject to the overall requirements of the contract, and that, for example, in circumstances where appropriate, 3 ambulances might be used in each base as opposed to 4 in Clarkes Beach and only 2 in Harbour Grace.

Moving ambulances between bases to meet operational and response requirement is a tenant of the Fitch report. As such Government does not have an issue with Moore's moving ambulances between their bases for operational and response efficiency requirements.

8. Section 11.1(b) for the second reference to "twenty-four (24) hours" we ask to be extended to "forty eight (48) hours" which is a bit more reasonable time frame to respond.

The clause as presented is incorporated into the other private operator 2014-2017 Service Agreements that are currently in effect. Government will not entertain a revision in wording and intent with Moore's.

9. Clause 11.3:

(i) Can you confirm whether the assessment of damages is a remedy in addition to those set out in the current contract or are to replace those remedies? We assume it is the latter but please confirm.

Damages replaces the remedies that were outlined in the 2008-2012 Service Agreement.
(ii) We also feel 11.3 should be qualified by or made subject to the best efforts policy.

Clause 11.3 discusses the operators contracted commitment to provide a defined number of ambulance attendant FTEs. The clause does not identify or discuss the number of PCPs versus EMRs thus “Best Effort’s” in Government’s opinion does not apply. In signing the Service Agreement operators agree to hiring a set minimum number of ambulance staff FTEs. Government expects the operators to abide by their contractual commitments whether they provide PCPs or EMRs.

(iii) In 11.3(a) we’d ask the following be added after "left the employ of the Operator", "or otherwise is not available for legitimate reasons, including injury, illness, military duty (reservist), or family leave".

The clause as presented is incorporated into the other private operator 2014-2017 Service Agreements that are currently in effect. Government will not entertain a revision in wording and intent with Moore’s.

10.1 In that regard, while we would hope to have the new Service Agreement in place soon after signing this Interim Agreement, can you confirm in this Interim Agreement what, if any, of the terms of the old agreement (still in effect), subject as it may be amended or added to by this Interim Agreement, will still apply with respect to the arrangements between the parties?

The Agreement in Principle presented at our meeting on September 18, 2018 represents the terms and conditions of a new Service Agreement which will come into effect on the date of signing of the Agreement in Principle. Government is not prepared to entertain edits to the Service Agreement signed by other ambulance operators that has governed ambulance operations for the last several years.
The 2008-2012 Service Agreement, which has been automatically extended for over five years, expired on September 27, 2017. This was communicated to you on our meeting of September 18, 2017. It is noted that Government agreed to your request to extend the 2008-2012 Agreement until mid-night October 3, 2017. This is to confirm that all terms and conditions remain in effect until October 3, 2017.

It is our hope that the Agreement in Principle on a new Service Agreement can be reached by the deadline. Should no agreement be signed prior to the deadline outlined above, Government will implement alternative service delivery options.

11. Can you also provide confirmation that this Interim Agreement is based on and contains terms substantially the same as (and financially, from the Operators point of view, at least on par with) those contracts to which other private operators have signed?

Yes.

12. There are also some operational issues with respect to the definition of Primary and Secondary ambulances. For example, previously when our client had a number of units on a 24/7/365 basis and an on shift employee became sick or required debriefing and time off (usually overnight) Moore's had a number of other on shift employees to look to to replace that employee. Now, where Moore's would only have 2 units (or even only 1 unit in base 2) then how would HSC see Moore's getting coverage for that situation? Secondly, what would the consequences be for an emergency ambulance being down for a legitimate reason and, if in base 2, this could be a situation where your only unit required for that period is down? That situation could arise from time to time given only 2 units being funded for Harbour
Grace. It seems that operational coverage will be very tight in any number of scenarios (with the possibility for red alerts) and we wonder what flexibility will be afforded operators in such a scenario.

Ambulance availability within Government contracted resources is an operational issue dependent on the expertise and resourcing complement of the operator. Situations as outlined above may require our client drawing on the resources of adjacent operators all working as a regional system.