

Example Only

LAND AMBULANCE SERVICE

PROTOTYPE

PERFORMANCE AGREEMENT

1999

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LAND AMBULANCE SERVICE PERFORMANCE AGREEMENT

BETWEEN:

THE MUNICIPALITY OF (hereinafter referred to as
“the Municipality”)

OF THE FIRST PART

- and -

(hereinafter referred to as “the Operator”)

OF THE SECOND PART

WHEREAS the Municipality is authorised pursuant to the provisions of the Ambulance Act, R.S.O.

1990, c. A.19 to enter into agreements for the provision of ambulance service

AND WHEREAS the Municipality wishes to provide for land ambulance service in accordance with this Agreement, the Act, the regulations passed under the Act (hereinafter referred to as “the regulations”), and Ministry of Health and/or Emergency Health Services Branch (hereinafter referred to as “EHSB”) standards (hereafter referred to as “standards”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and subject to the terms and conditions, set forth in this Agreement, the parties agree as follows:

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DEFINITIONS

In this Agreement,

“Act” means the Ambulance Act, R.S.O. 1990, c. A. 19

“ambulance” and “ambulance service” have the same meaning that they have under the Act, as amended from time to time;

“base hospital” has the same meaning that it has under the regulations, as amended from time to time;

“controlled act” has the same meaning that it has in subsection 27(2) of the Regulated Health Professions Act, 1991, as amended from time to time;

“communication service” has the same meaning that it has under the Act, as amended from time to time.

“Board” means the Health Facilities Appeal Board or any successor board;

“Director” means the Director of EHSB;

“Dispatcher” has the same meaning that it has under the regulations, as amended from time to time;

“emergency” has the same meaning that it has under the regulations, as amended from time to time;

“emergency medical attendant” has the same meaning that it has under the Act or the regulations, as amended from time to time;

“land ambulance services” has the same meaning that it has under the Act, as amended from time to time;

“Minister” means the Minister of Health and has the same meaning that it has under the Act, as amended from time to time;

“Operator” has the same meaning that it has under the Act or the regulations, as amended from time to time;

“paramedic, primary care paramedic, advanced care paramedic and advanced care paramedic” have the same meaning as they do in the Act or the regulations, as amended from time to time;

EXAMPLE ONLY

“patient” has the same meaning as it has under the regulations, as amended from time to time;

“upper tier municipality” has the same meaning that it has under the Act, as amended from time to time.

ARTICLE 1 - GENERAL

- 1.1 The Operator shall provide the Municipality with land ambulance service as set out in, and operated in accordance with, the Act, the regulations, the standards and this Agreement.
- 1.2 The Operator shall provide such staff, equipment and accommodations as directed by the Municipality and as required under the Act and the regulations.
- 1.3 The Municipality shall use the Operator's ambulance service as and when required in accordance with Section 14.1, but shall be under no obligation to provide any minimum level of activity or call volume to the Operator.

ARTICLE 2 - CONTINUITY OF SERVICE

- 2.1 The Operator shall ensure that land ambulance service is continuously available and that an adequate number of qualified staff are available to deliver land ambulance service in accordance with the service delivery level set forth in Appendix A and subject to Section 16.6.
- 2.2 The Operator shall provide access to a service duty officer, twenty-four hours a day, seven days a week, for the purpose of addressing service delivery issues.

ARTICLE 3 - EMERGENCY MEDICAL ATTENDANTS

- 3.1 The Operator, in providing land ambulance service, shall use for each ambulance call two qualified emergency medical attendants, at least one of whom is qualified as a primary care paramedic.
- 3.2 In providing first response service, the Operator shall use one qualified emergency medical attendant who also holds the qualifications of a primary care paramedic.
- 3.3 Each emergency medical attendant employed by the Operator shall hold the qualifications set out in the regulations and shall hold such qualifications or meet such conditions as from time to time may be prescribed by regulation or determined by the Minister or the Director and such additional qualifications required by the standards.

EXAMPLE ONLY

- 3.4 Each emergency medical attendant shall participate in and remain qualifications in local patient care delivery programs such as auto-defibrillation, symptom relief and/or other Advanced Life Support (ALS) procedures.
- 3.5 In each instance where the Operator proposes to employ a new emergency medical attendant, the Operator shall do so in accordance with the Act, the regulations, *any* existing employment contracts or collective agreements and, where applicable, Appendix H.
- 3.6 The Operator shall ensure that each emergency medical attendant and paramedic in its employ:
- a) abides by the provisions of the Act, the regulations, and EHSB directives.
 - b) is capable of providing service in accordance with the Act, the regulations, the standards and this Agreement and in particular, shall be capable of continuing to function effectively in accordance with patient care standards issued by EHSB.
 - c) while on duty, has on his or her person an identification device issued by the Director.

ARTICLE 4 - LABOUR RELATIONS

- 4.1 The Operator shall establish and maintain a labour/management environment that promotes the effective and efficient delivery of land ambulance service on a continuous basis.

ARTICLE 5 - TRAINING AND TESTING OF PERSONNEL

- 5.1 The Operator shall be responsible for assessing and determining the training needs of each employee and evaluating whether the assessed training needs of employees are met.
- 5.2 The Operator shall provide needed training directly or in conjunction with support groups such as a Base Hospital Program, Regional Training Co-ordinator, EHSB or any other agency or program, where applicable.
- 5.3 The Operator shall provide required training and shall ensure that the theoretical knowledge and practical skills relevant to all aspects of land ambulance service delivery are imparted to emergency medical attendants.

EXAMPLE ONLY

- 5.4 The Director and the Municipality shall be entitled to inspect the results of any tests or examinations related to employment taken by any employee of the Operator, observe patient care delivery, and review patient care documentation and any other relevant file or information of any employee at any reasonable time.
- 5.5 Where appropriate, the Municipality shall consult with the Operator in matters pertaining to the training and testing of the Operator's personnel.

ARTICLE 6 - UNAUTHORIZED PASSENGERS

- 6.1 The Operator shall make every reasonable and practical effort to ensure that no person other than employees of the Operator, authorised servants or agents of the Minister or the Municipality, persons requiring land ambulance service pursuant to the Act, the regulations and this Agreement, medical attendants or escorts for such persons and any other person, such as a family member or observer, authorised in advance by the Operator shall travel as a passenger or crew member in any ambulance service vehicle while the vehicle is in use pursuant to the terms of this Agreement.

ARTICLE 7 - VEHICLES

- 7.1 The Operator, in providing land ambulance service, shall use only vehicles that meet the standards set out in the regulations.
- 7.2 All ambulance service vehicles provided or approved in accordance with Section 7.1 shall be properly cared for, maintained and operated in accordance with the Act, the regulations, and this Agreement.
- 7.3 Each vehicle provided or approved in accordance with section 7.1 must have and maintain during this Agreement all the features, equipment and supplies set out by the regulations except where the Director has agreed in writing in advance to allow an exception.
- 7.4 The Operator, in providing land ambulance service, agrees that an item of patient care equipment will not be included in the ambulance or emergency response vehicles used in the Operator's service without the prior written approval of the Municipality.

ARTICLE 8 - MAINTENANCE OF VEHICLES & EQUIPMENT

EXAMPLE ONLY

- 8.1 The Operator shall ensure that each vehicle and item of equipment provided or approved by the Minister for use in the provision of land ambulance service is maintained in a safe mechanical condition and in a proper working order.
- 8.2 The Operator shall take all reasonable and practical measures to ensure that each vehicle and item of equipment is clean and sanitary.
- 8.3 The Operator shall ensure that all equipment, materials and supplies shall be secured in the vehicle in a safe manner in accordance with guidelines issued by the manufacturer, and the health and safety requirements set out in the *Occupational Health and Safety Act*, R.S.O. 1990, as amended.
- 8.4 The Operator shall ensure that an inventory of equipment, materials, supplies and vehicles is maintained in sufficient quantity to ensure the continuous provision of land ambulance service in the area normally served by the Operator.
- 8.5 The Operator shall not modify or make other changes to an ambulance or emergency response vehicle or to any patient care equipment that may contravene a standard without prior written approval of the Director and of the Municipality.

ARTICLE 9 - MATERIALS AND SUPPLIES

- 9.1 The Operator shall provide the materials and supplies required for the provision of land ambulance service based on need and the use of the materials and supplies in order to facilitate the required level of service.

ARTICLE 10 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT

- 10.1 Radio and other communications equipment required for the provision of land ambulance service in accordance with this Agreement shall be supplied by the _____ Central Ambulance Communications Centre.
- 10.2 The Operator shall ensure that all radio and communications equipment provided or approved by the Minister for use in the provision of ambulance service is in a safe operating condition and is in proper working order. The Operator shall schedule repair and maintenance in accordance with local Central Ambulance Communications Centre policy regarding maintenance and use of telecommunications equipment.

EXAMPLE ONLY

- 10.3 The Operator shall use only such radio and communications equipment in the delivery of land ambulance service as is approved by the Director or provided from the _____ Central Ambulance Communication Centre.

ARTICLE 11 - ACCOMMODATIONS/STATIONS

- 11.1 The Operator shall provide appropriate accommodations for the ambulance service and its vehicles and personnel.
- 11.2 The location of the ambulance service accommodation shall not be changed without the prior written agreement of the Municipality. Such approval shall not be unreasonably withheld.

ARTICLE 12 - GENERAL SECURITY

- 12.1 Every reasonable and practical attempt shall be made by the Operator to have vehicles and equipment kept in an ambulance service station or other secure area unless the vehicle is assigned to a vehicle maintenance or safety inspection facility or is otherwise assigned by the Operator or dispatcher.
- 12.2 The Operator shall provide security measures for the ambulance service accommodation and contents.
- 12.3 The Operator shall provide security measures to ensure confidentiality of patient related records.

ARTICLE 13 - OPERATIONAL REQUIREMENTS

- 13.1 The Operator shall normally provide land ambulance service within the area of the province of Ontario designated set out in Appendix C and as directed by a dispatcher. The Operator shall provide land ambulance service beyond the area set out in Appendix C only as directed by a dispatcher.

EXAMPLE ONLY

- 13.2 The Operator shall ensure that any temporary change to the approved level of service is made known to the appropriate dispatch centre with as much advance notice as possible and at least 5 business days prior to the implementation of the change in service level.
- 13.3 The Operator's decision to change the level of service will not compromise Balanced Emergency Coverage for the area as defined in the Central or Local Ambulance Communications Centre Policy and Procedures manual.
- 13.4 The Operator shall be responsible for maintaining operational records, including but not limited to incident reports, ambulance call reports, patient care reviews, service review documents and documents listed in Appendix D.
- 13.5 The Operator shall at all times direct the operation for the provision of land ambulance service in accordance with the Act, the regulations, other relevant federal or provincial legislation and this Agreement.
- 13.6 The Operator shall be entitled to participate in "Special Events" coverage provided that the Operator adheres to the directives.

ARTICLE 14 - SERVICE PERFORMANCE TIME AND QUALITY ASSURANCE

- 14.1 The Operator shall ensure a service reaction time for all emergency calls in accordance with Appendix B. Such reaction time is recognised by the Municipality and the Operator as being a maximum reaction time.
- 14.2 The Operator shall ensure that in 90 percent of all Code 4 (Urgent) requests for land ambulance service that the response time standard set out in the Regulations is adhered to.
- 14.3 The Operator, or his designate with full management authority, shall participate in local quality assurance and emergency health services planning activities and committees.

ARTICLE 15 - CONFIDENTIALITY OF INFORMATION

- 15.1 Information submitted by the Operator as part of this Agreement is supplied in confidence.
- 15.2 Neither party shall disclose the information to any person, with the exception of an inspector or investigator appointed by the Director under the Act, unless required to do so by any other law, or a court of competent jurisdiction.

EXAMPLE ONLY

ARTICLE 16 - OPERATIONAL BUDGETS

- 16.1 The Municipality and the Operator shall agree upon an annual estimated cost of operation by the Operator for the provision of land ambulance service as required under this Agreement.
- 16.2 The Operator shall bill the Municipality on a monthly basis for services provided under this agreement.
- 16.3 The Operator shall provide the Municipality with a Performance Bond in the amount of 120 days estimated operating expense

ARTICLE 17 - EXCLUSIVITY

- 17.1 The Operator shall ensure that the vehicles, equipment, material, supplies and funds provided by the Municipality shall be used exclusively for the purpose of discharging the Operator's obligations under this Agreement and for no other purpose unless such purpose is authorised, in advance and in writing, by the Municipality.

ARTICLE 18 - REPORTS

- 18.1 The Operator shall complete, maintain and submit reports as set out in Appendix E and any other reports pertaining to the operation of the ambulance service as required by the Municipality, the Director or the Minister.

ARTICLE 19 - PROTECTION FROM CLAIMS AND GENERAL INSURANCE

- 19.1 The Operator shall protect itself from and against all claims that might arise from anything done or omitted to be done by the Operator or its officers, directors, employees, agents, assigns, independent contractors or subcontractors (hereinafter collectively referred to in Sections 19.2 and 19.3 as "Personnel") under this Agreement, and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.
- 19.2 For the purpose of Section 19.1 and without restricting the generality of that Section, the Operator shall maintain in full force and effect during the term of this Agreement, a policy of comprehensive general liability, property and content

EXAMPLE ONLY

insurance, in form and substance acceptable to the Municipality, providing coverage for a limit of not less than five million dollars (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Operator or its Personnel under this Agreement. Such insurance coverage must be sufficient to ensure compliance with the accommodation and general security provisions of this Agreement.

19.3 The insurance policy referred to in Section 19.2 shall include the following terms:

- a) a clause that adds Her Majesty the Queen in Right of Ontario, as represented by the Minister of Health and the Municipality, and their officers, directors, employees, agents, assigns, independent contractors and subcontractors, as additional named insured;

a cross-liability insurance clause endorsement acceptable to the Municipality and the Minister.

- b) a clause requiring the insurer to provide thirty days prior written notice to the Municipality in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
- c) a clause that provides that the protection for the Municipality and the Minister under the insurance policy shall not be affected in any way by any act or omission of the Operator or its Personnel; and
- d) a clause including liability arising out of contract or agreement.

19.4 The Operator shall submit to the Municipality proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in Sections 19.2 and 19.3.

ARTICLE 20- TERM, TERMINATION AND AMENDMENT OF AGREEMENT

20.1 In this Article, “amendment” means any amendment, alteration, substitution, deletion, replacement or other change of or to any one or more of the provisions of this Agreement, including the Appendices to this Agreement, and “amend” has a corresponding meaning.

20.2 This Agreement shall become effective on **January 1, 2001** and shall continue until _____
_____.

EXAMPLE ONLY

- 20.3 Not more than ninety days (90) and not less than thirty days (30) before the anniversary date of the renewal of this Agreement, either party may furnish the other party with a notice of proposed amendment. In the event that the parties do not agree to the proposed amendment, such notice shall constitute a valid notice of termination under Section 22.2 effective on the date the notice of proposed amendment was given unless the party submitting the amendment agrees to withdraw the proposed amendment before the anniversary date.
- 20.4 This Agreement shall terminate immediately where, for any reason (including but not limited to termination under subsection 62 (1) of the regulations, and the non-renewal or revocation of the Operator's licence) the Operator no longer operates or is entitled to operate the ambulance service.
- 20.5 In addition to any amendment in accordance with Section 22.3, at any time during the term of this Agreement the parties may agree to amend this Agreement.
- 20.6 Any amendment in accordance with Sections 22.3 or 22.6 shall be in writing and shall be signed by both parties.

ARTICLE 21 - OPERATOR AS INDEPENDENT CONTRACTOR

- 21.1 The Operator shall at all times be deemed to be an independent for the purposes of this Agreement and the personnel of the Operator shall at all times be the employees of the Operator and shall not be the employees of the Municipality.

ARTICLE 22 - NOTICES

- 22.1 Any notice or other communication by either party to this Agreement to the other shall be deemed to have been sufficiently given five business days after such notice or communication is mailed registered and postage prepaid or twenty-four hours after such notice or communication is delivered by hand or by facsimile transmission.

Any notice or communication shall be addressed or faxed, in the case of notice or communication to the Operator, to:

Facsimile number:

EXAMPLE ONLY

and, in the case of notice to the Municipality to:

Facsimile number:

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

ARTICLE 23 - FORCE MAJEURE

- 23.1 Notwithstanding anything contained in this Agreement, the Operator shall not be liable to the Municipality for damages sustained as a result of interruption of service to be provided under this Agreement caused by acts of God, the elements, labour disputes, strikes, fire, war, order of any legislative body of duly constituted authority, or any other cause or contingency beyond the control of and occurring without the negligence or other wrongdoing of the Operator.
- 23.2 The Operator shall resume providing service when such cause or contingency ceases to be operative, provided that if any curtailment or discontinuance of service resulting from any such cause or contingency continues for any period in excess of forty-eight hours, the Municipality may reduce operational payments subject to the continuing requirements of the ambulance service, as determined solely by the Municipality, until such time as the provision of service pursuant to this Agreement is resumed by the Operator.

ARTICLE 24 - REPRESENTATIONS AND WARRANTIES

- 24.1 The Operator represents and warrants that it is duly authorised and empowered to enter into and carry out the terms and conditions of this Agreement.
- 24.2 The Operator represents and warrants that there is no claim, action, suit or proceeding pending or to its knowledge threatened against it, and no incorporating statute or other instrument to which it is a party or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Agreement or in any way impair the force and validity of this Agreement.
- 24.3 The provisions of Sections 26.1, 26.2 and this Section shall survive the termination of this Agreement.

EXAMPLE ONLY

ARTICLE 25 - SEIZURES

25.1 The Operator shall give notice to the Municipality of any and all seizures, garnishments, attachments, forfeitures, liens, claims, privileges, debts, taxes, charges, pledges, or encumbrances of any nature whatsoever which are or may be attached to, or which affect or may affect, the assets of the Municipality or the Operator's ambulance service at any time during the term of this Agreement, and which affect or may affect the provision of service or the operation of the ambulance service in accordance with the Act, the regulations, the directives and this Agreement. All such notices shall be kept in strict confidence by the Municipality and shall not be released to any other person, firm or corporation or entity without the written consent of the Operator, except as required by law.

ARTICLE 26 - STATEMENTS

26.1 No representation, warranty or agreement other than as set forth in this Agreement shall be binding upon the parties unless expressed in writing, signed by each party and stated or implied as an express modification of this Agreement.

ARTICLE 27 - FURTHER ASSURANCES

27.1 Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Agreement.

ARTICLE 28 - VALIDITY

28.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

ARTICLE 29 - NON-PERFORMANCE

29.1 The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. Nor shall the waiver of a breach of any provision by either party be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

EXAMPLE ONLY

ARTICLE 30 - GOVERNING LAW

30.1 This Agreement shall be governed by and construed in accordance with the laws of Canada and with the laws of the Province of Ontario.

ARTICLE 31 - INTERPRETATION

31.1 The headings contained in the body of this Agreement form no part of this Agreement and shall be deemed to have been inserted for convenience of reference only.

31.2 For the purposes of this Agreement the singular shall include the plural, the male shall include the female, as the context requires.

31.3 The Appendices annexed to this Agreement shall form part of the Agreement as fully as if set forth in the Agreement.

31.4 When used in this Agreement, the terms "Municipality", "Minister" and "Director" shall be deemed to include their respective officers, employees, agents, assigns, independent contractors, subcontractors, authorised representatives and any other persons for whom they are in law responsible.

31.5 When used in this Agreement the term "working days" shall be deemed to mean Monday to Friday excluding holidays.

ARTICLE 32 - FRENCH LANGUAGE REQUIREMENTS

This paragraph shall form part of this Agreement only where the provision of land ambulance service occurs within an area of the province designated to provide French Language Services.

32.1 In the areas of the province of Ontario designated by the *French Language Services Act*, R.S.O. 1990, c. F.32, to provide French Language Service, the Operator shall assume responsibility for the existing French Language Plan. See Appendix F.

32.2 The Operator shall ensure that full-time employees will not be displaced due to the implementation of French Language Services and that full implementation of French Language Plan will take place through attrition or training.

ARTICLE 33 - SUPPORT TO FIRST RESPONSE TEAM(S)

EXAMPLE ONLY

This paragraph shall form part of this Agreement only where the provision of land ambulance service includes administrative support for one or more First Response Teams.

- 33.1 The Operator shall provide administrative support to the First Response Team(s) identified in Appendix I and in accordance with the procedures outlined in Appendix J.
- 33.2 The Operator shall be reimbursed for all administrative and/or operational expenditures associated with the operational support of the First Response Team(s). These expenditures have been identified in Appendix K. Reimbursement shall be subject to the prior written approval of the Director where stated in, and subject to the quantities specified in, Appendix G.

EXAMPLE ONLY

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorised signing officers.

SIGNED, SEALED AND DELIVERED

in the presence of

For the Municipality

Witness

Date

Date

For the Operator

Witness

Date

Date

EXAMPLE ONLY

APPENDIX A

SERVICE DELIVERY LEVEL

EXAMPLE ONLY

APPENDIX B

SERVICE REACTION TIME OBJECTIVE (STATEMENT)

Vehicle (s) Staffed On-site:

- a) Reaction time to respond to dispatch priority code 3 and 4 calls:

A maximum of 1 minute and 30 seconds 90% of the time.

A maximum of 2 minutes and 30 seconds 99% of the time.

- b) Reaction time to respond to dispatch priority code 8 calls:

A maximum of 2 minute 90% of the time.

A maximum of 4 minute 99% of the time.

- c) Reaction time to respond to dispatch priority code 1 and 2 calls:

A maximum of 10 minute 90% of the time.

A maximum of 15 minute 99% of the time.

Vehicle (s) Staffed by utilising paid stand-by:

- a) Reaction time to respond to dispatch priority code 3 and 4 calls:

A maximum of _____ minute 90% of the time.

A maximum of _____ minute 99% of the time.

- b) Reaction time to respond to dispatch priority code 8 calls:

A maximum of _____ minute 90% of the time.

A maximum of _____ minute 99% of the time.

- c) Reaction time to respond to dispatch priority code 1 and 2 calls:

A maximum of _____ minute 90% of the time.

A maximum of _____ minute 99% of the time.

REACTION TIME = Dispatch Time 2 to Dispatch Time 3 when vehicle is immediately available for assignment to the call.

EXAMPLE ONLY

APPENDIX C

AMBULANCE AND EMERGENCY RESPONSE VEHICLES

EXAMPLE ONLY

APPENDIX D

NORMAL SERVICE COVERAGE AREA

EXAMPLE ONLY

APPENDIX E

OPERATIONAL AND FINANCIAL REPORTS

EXAMPLE ONLY

APPENDIX F

FRENCH LANGUAGE SERVICES DESIGNATED AREAS

EXAMPLE ONLY

APPENDIX G

FIRST RESPONSE TEAM AFFILIATION

EXAMPLE ONLY

APPENDIX H

FIRST RESPONSE TEAM PROCEDURES

EXAMPLE ONLY

APPENDIX I

FIRST RESPONSE TEAM EXPENDITURES