

THIS AGREEMENT made effective the 1st day of January, 2024

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter referred to as "County")

of the first part

- and -

MEDAVIE EMS ELGIN ONTARIO INC.
(hereinafter referred to as "Medavie")

of the second part

WHEREAS THE COUNTY is, pursuant to the provisions of the *Ambulance Act*, R.S.O. 1990, c.A.10, as amended (hereinafter referred to as "the Act"), responsible for the provision of land ambulance services throughout the geographic area of the County of Elgin including the separated City of St. Thomas;

AND WHEREAS Medavie was, pursuant to a written Agreement in force and amended from time to time, the service provider for land ambulance services for Elgin County from January 1, 2014 through December 31, 2023;

AND WHEREAS Elgin County has been satisfied with the delivery of land ambulance services by Medavie and desires for Medavie to continue providing land ambulance services in Elgin County for a period of three years;

AND WHEREAS Medavie has offered to provide such land ambulance services and the County has accepted that offer;

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:

SECTION 1 - DEFINITIONS

In this Agreement,

- a) "Act" means the Ambulance Act of Ontario and the Regulations passed under that Act.

- b) "ALS" means Advanced Life Support, specifically, at a minimum, the on-scene delivery of all skills defined in the Ambulance Act and its regulations for Advanced Care Paramedics, including the delivery of care which involves the delegation of one or more Controlled Medical Acts by a physician licensed in the Province of Ontario to an Emergency Medical Attendant.
- c) "Ambulance" and "ambulance service" have the same meaning that they have under the Act, as amended from time to time.
- d) "Base Hospital" is a hospital that has applied for and has been designated as such by the Ministry of Health and provides medical direction, leadership and advice in the provision of ambulance-based pre-hospital emergency health care within a broad-based, multidisciplinary community emergency health services system in a specified geographical area. It also provides training, quality assurance, continuing education and guidance to ambulance-based pre-hospital emergency care providers.
- e) "CACCC" means Central Ambulance Communications Centre, or the dispatch centre designated under the Act.
- f) "CPAP" means continuous positive airway pressure.
- g) "County" means the "Corporation of the County of Elgin"
- h) "Dispatcher" has the same meaning that it has under the Regulations, as amended from time to time.
- i) "Downstaffing" is the term used to describe the period of time when ambulance staffing falls short of the predefined coverage requirement set out in the approved staffing pattern. An ambulance is considered downstaffed when one or both paramedics are not available to respond to a call, i.e., for reasons of paramedic absenteeism, paramedic taking ill during a shift, etc.
- j) "Duty Officer" means the staff member who will accept full responsibility for all duties and obligations of the ambulance crew(s) on each shift.
- k) "Emergency Health Services Branch" or "EHSB" means the branch responsible for the Act through the Ministry of Health.
- l) "Emergency Medical Attendant" has the same meaning that it has under the Act or the regulations, as amended from time to time.
- m) "Medical Director" means the Medical Director of the Base Hospital Program.
- n) "Medavie" means "Medavie EMS Elgin Ontario Inc."

- o) "Regulations" means regulations enacted pursuant to and in accordance with the Act.
- p) "Service Area" means the geographic area of the County of Elgin including the separated City of St. Thomas.
- q) "Services" and/or "services" means the services that Medavie is required to provide under this Agreement.

SECTION 2 - GENERAL INTERPRETATION RULES

- 2.01 The headings contained in the body of this Agreement shall be deemed to have been inserted for convenience for reference only.
- 2.02 For the purposes of this Agreement, the singular shall include the plural, as the context requires.
- 2.03 The Schedules annexed to this Agreement shall form part of the Agreement as fully as if set forth in the contract.
- 2.04 When used in this Agreement, the terms "Medavie" or "County" shall be deemed to include their respective servants, officers, employees, agents, authorized representatives and any other persons for whom they are in law responsible.
- 2.05 When used in this Agreement the term "working days" shall be deemed to mean Monday to Friday excluding holidays.
- 2.06 Any reference in the Agreement to any statute or legislation will include all amendments to such statute or other legislation enacted from time to time and will be deemed to include any law, which is enacted to replace such statute or other legislation.
- 2.07 Time shall be of the essence of this Agreement.

SECTION 3 - COMMENCEMENT AND EXPIRY

- 3.01 The duration of this Agreement shall be for a period of three (3) years retroactive to, and commencing on, January 1, 2024, and, unless terminated earlier or extended in accordance herewith, ending on December 31, 2026.
- 3.02 Notwithstanding anything to the contrary, this Agreement may, by mutual

Agreement, be extended for up to one (1), three (3) year extension. All such extensions shall require an amendment to this Agreement in writing.

SECTION 4 - EARLY TERMINATION

- 4.01 This Agreement shall terminate immediately where, for any reason (including but not limited to termination given effect under any provision of the Act or the Regulations, and the non-renewal or revocation of Medavie's certification), Medavie is no longer capable of providing or is no longer certified to provide the Services.
- 4.02 Notwithstanding anything herein to the contrary, the County may terminate this Agreement forthwith by notice to Medavie, if, at any time during the term of the Agreement, any one or more of the following events occur:
- i. If any license or certification required to authorize Medavie to provide the Services is revoked, suspended or not renewed;
 - ii. Medavie becomes bankrupt or insolvent or a receiver, trustee or similar official is appointed for Medavie or for its property, or if Medavie makes a general assignment for the benefit of its creditors, or in the event there is instituted by or against Medavie, any other type of bankruptcy or insolvency proceedings;
 - iii. If any person, including, without limitation, a creditor or secured party, repossess any assets of Medavie such that, in the County's sole opinion, Medavie will be unable to fully perform the Services in accordance with the requirements of this Agreement; or
 - iv. If Medavie commits a material breach of any provision of this Agreement or if any material adverse change occurs in the business, financial condition, properties, personnel or affairs of Medavie which causes or, in the sole opinion of the County acting reasonably, is likely to result in Medavie being unable to fully perform the Services in accordance with the requirements of this Agreement.
- 4.03 a) Subject to sections 4.01, 4.02, and 4.03 (c), if at any time Medavie commits any breach of this Agreement or fails to carry out any of its obligations pursuant to this Agreement, the County may deliver to Medavie a notice of default setting out the nature of the default, the manner in which and a reasonable date by which the default is to be remedied, or the date for commencement of steps to cure the default and the date by which it is to be remedied.
- b) Medavie shall, before the earlier of the dates specified in the notice of default by which the default is to be remedied or steps are to be commenced to cure the default, deliver to County, either:

- i. a notice setting out the manner in which and the date by which the party intends to remedy the default or commence steps to cure the default; or
 - ii. a notice of dispute setting out any facts which Medavie relies upon to dispute that it is in default under this Agreement.
- c) For the purpose of this Agreement, defaults of Medavie shall be classified as major or minor. Major and minor defaults and the consequences for each such default are defined and/or detailed immediately below. It is agreed that the commission of any major default by Medavie, if not cured as contemplated by sections 4.03(a) and (b), shall entitle the County to terminate this Agreement forthwith.

Default	Consequence
Major	
1. Failure to provide two qualified emergency medical attendants per ambulance vehicle as per the staffing pattern, with at least one having PCP qualifications is considered a major default.	This is a major default and the County -of Elgin <u>may</u> terminate the Agreement forthwith
2. Failure to provide continuous insurance coverage is considered a major default.	This is a major default and the County of Elgin <u>may</u> terminate the Agreement forthwith.
3. Where Medavie has given the County of Elgin the required notice of delays to legislated response times as set forth below (see section 13.01), three curable delays or failure to notify the County of Elgin as required will be considered a major default.	This is a major default and the County of Elgin <u>may</u> terminate the Agreement forthwith.

<p>4. Failure to provide annual mandatory training and annual certification as prescribed by the Director, Emergency Health Services Branch, MOHLTC relevant to land ambulance service provision is considered a major default.</p>	<p>This is a major default and the County of Elgin <u>may</u> terminate the Agreement forthwith.</p>
<p>5. Failure to meet any legislative requirement(s) that affect public health and safety.</p>	<p>This is a major default and the County of Elgin <u>may</u> terminate the Agreement forthwith.</p>
<p>6. Inability to provide 24-hour operational supervision will be considered a major default.</p>	<p>This is a major default and the County of Elgin <u>may</u> terminate the Agreement forthwith.</p>
<p>Minor</p>	<p>Consequence</p>
<p>1. Failure to submit financial and operational reports to the County of Elgin as per the Agreement will be considered a minor default.</p>	<p>Up to two occurrences in a calendar year will be considered minor default. The third violation in a calendar year or a failure to rectify a minor default will be considered a major default.</p>
<p>2. Failure to satisfy vehicle maintenance standards as required by this Agreement, including any Schedule hereto, will be considered a minor default. In addition, permitting vehicle service by unauthorized service providers or dealerships will also be considered a minor default.</p>	<p>Up to two violations per calendar year will be considered a minor default. Greater than two violations per calendar year will be a major default.</p>
<p>3. Failure to meet public relations plans and programs as jointly designed by the Corporation of the County of Elgin and Medavie as approved by the Corporation of the County of Elgin will be considered a minor default.</p>	<p>Up to two violations in a calendar year will be considered minor defaults capable of remediation. The third violation in a calendar year or failure to rectify minor deficiencies will be considered a major default.</p>

NOTE - it is acknowledged and agreed that the following factors shall be taken into account in assessing whether or not a major or minor default has occurred:

1. Whether notice has been given to the County of Elgin of unusual weather or driving conditions, which conditions render it unsafe for both staff or Medavie and the public. Notice must be given by facsimile transmission, email, text message or telephone, as may agreed between the Parties from time to time;
2. If there is an interruption to service caused by a *force majeure* event including natural elements, fire or war occurring without negligence or other wrong doing on the part of Medavie. Notice of such cause of service interruption must be given by facsimile transmission, email, or telephone;
3. If there is an interruption or delay to service caused by a direct labour disruption such as a strike, job action, labour dispute, or systemic qualified paramedic labour shortage affecting the Province of Ontario, that is beyond the reasonable control of Medavie, acting in good faith and provided that (i) Medavie has acted reasonably in mitigating the effects; and (ii) Medavie has provided notice to the County of such disruption; and,
4. Whether reasonable notice has been given to the County of Elgin or Medavie, as the case may be, of any or all major or minor defaults noted above in order for the County of Elgin and/or Medavie to cure a default before escalation.)

4.04 If this Agreement is terminated for any reason, in addition to any other remedies available to the County, the following provisions will apply:

- a) The County shall have the right to have immediate and free access to all of the facilities, supplies, files and information in Medavie's possession that the County may require to:
 - i. meet its obligations under the *Ambulance Act*; or
 - ii. investigate, administer, defend or resolve incidents or matters directly or indirectly related to the provision of the services by Medavie pursuant to this Agreement. For the purposes of this clause, this Agreement shall be deemed to be an Agreement pursuant to the *Personal Health Information and Protection of Privacy Act*.
- b) Medavie shall not interfere with the County with respect to the hiring of employees of Medavie upon the termination of this Agreement, and

c) the provisions of section 4.05 herein shall apply.

4.05 a) In the event of termination or expiration of this Agreement, and Medavie is not awarded a new contract to provide similar services to County thereafter, Medavie shall, at its expense, immediately take all such actions as may be necessary in order to ensure an orderly transition to a successor Proponent.

(b) Without limiting the generality of sections 4.04(1) and/or 4.05(a) and in the event of expiry or termination of this Agreement or any extension thereof, Medavie shall, at least ninety (90) days prior to the effective date of such expiry or termination, provide the County with a detailed operations and transition plan to ensure continuous provision of the Services during the course of transition from Medavie to any successor Proponent.

4.06 In the event that during the Term of this Agreement or any extension thereto, the Province of Ontario amends the Ambulance Act to reorganize the delivery of land ambulance services in Ontario such that the County is no longer the responsible entity for land ambulance services within its geographic jurisdiction and the separated City of St. Thomas, this agreement may be terminated by the County. Should the County elect to terminate the Agreement pursuant to this clause, the transition of land ambulance services to a successor entity shall follow any transition provisions of any legislation or Ontario Regulation and, if no such transition provisions are given effect, then the County and Medavie agree that Medavie shall have the same obligations as set out in sections 4.04 and 4.05 of this Agreement.

SECTION 5 - NOTICE PRIOR TO EXPIRY

5.01 Medavie shall, on or before January 1, 2026, advise the County in writing as to whether or not it will be seeking an extension to this Agreement.

SECTION 6 - SCOPE OF SERVICES TO BE PROVIDED BY MEDAVIE

General

6.01 Commencing on January 1, 2024, and continuing until this Agreement either expires or terminates, Medavie shall provide the County with staffing and management services set forth in Schedule "A" to this Agreement. It is acknowledged and agreed that the County's objective is to maintain a high quality of patient care through efficient ambulance service delivery including meeting legislated response times.

- 6.02 (a) Medavie shall deliver the Services to the County as directed by the CACC, as detailed in accordance with the Act, EHSB standards, and any other relevant legislation and this Agreement. Medavie shall provide the County with all Services detailed in this Agreement, subject to additions or deletions in accordance with daily incremental service hours as may be directed or approved by the County from time to time. The provision of Services outside of the coverage area illustrated in Schedule "B" are not eligible for payment unless Medavie has been specifically instructed to attend at an incident outside of the coverage area by the CACC.
- b) Medavie shall deliver the Services in a manner that will maintain a high quality of patient care through efficient service delivery, including rapid response times as required herein. It is acknowledged that this is NOT a level-of-effort or best-efforts Agreement. Regardless of coverage plans and staffing plans submitted by Medavie to the County, Medavie shall utilize factors of production and management practices necessary to achieve response time and other clinical performance results required by the terms of this Agreement.
- c) Medavie shall, at all times, follow the direction of CACC as required by the Act. As part of the monthly reporting detailed herein, Medavie shall provide the County with full details of all services provided outside the County in the previous month. The said information shall be sufficiently detailed so as to allow the County to recover the costs thereof.
- 6.03 Medavie shall, at its expense, provide all staff and materials which are necessary to provide the Services, save and except for the items to be provided by the County as detailed in this Agreement.
- 6.04 Where it appears that Medavie may not be able to fulfill its obligations hereunder, Medavie shall forthwith notify the County of such inability. Upon receipt of such notice, the County may, at its sole option, suspend the operation of this Agreement for such time period as the County deems appropriate in the circumstances. Medavie shall not make or have any claim for loss, whether economic or otherwise, or for costs, damages, expenses, or fees against the County as the direct or indirect result of any such suspension. The County may, at its option, engage other persons to provide the services during any period of suspension.

Extraordinary Services

- 6.05 (a) Medavie acknowledges that from time to time it may be required to provide extraordinary services. Extraordinary services shall, for the purposes of this Agreement, be deemed to be extra work and shall be paid for in accordance with section 22.05 below. Medavie shall only provide extraordinary services:
- i. upon the written consent of the County; or

- ii. when, as a result of an emergency occurring within the boundaries of the Corporation of the County of Elgin as defined in the *Emergency Management and Civil Protection Act*, Medavie is unable to meet the service standards specified herein using staff assigned to provide regular services under this Agreement and Medavie has advised the County in accordance with Section 22 (Payment for Services);
- b) When Medavie provides extraordinary services under section 6.05(a), Medavie shall, within five (5) business days of the date the extraordinary services were first provided, provide the County with a report detailing;
- i. a description of the extraordinary services provided;
 - ii. an explanation as to why such extraordinary services were required to be provided; and
 - iii. detailed records reflecting the time required and equipment used in the provision of the extraordinary services:
- c) For purposes of section, extraordinary services include circumstances where additional personnel and equipment are required beyond the staffing pattern and equipment allocated by the County, due to disaster, extraordinary weather (i.e. 100 year storms), or circumstances when there are large numbers of patients or a request for mutual aid by another Municipality.

Non Exclusivity

- 6.06 (a) Medavie shall not be required to provide its services exclusively to the County PROVIDED that Medavie's obligations under this contract shall always take priority and receive preference.
- (b) It is hereby acknowledged and agreed that "paid duty" assignments accepted by Medavie are not Services within the meaning of this Agreement and that Medavie is not entitled to payment by the County for such work.
- 6.07 The County shall use Medavie's services as and when required, but shall be under no obligation to provide a guaranteed minimum level of activity or call volume. It is acknowledged that all historical data on past call volume within the service area has been provided to Medavie to illustrate the level of performance and not as an indicator or guarantee of future volumes.

Liaison Services

6.08 Medavie shall coordinate its work with other agencies providing emergency services, including Area Fire Departments, in designing and implementing complementary and effective emergency services to the citizens of Elgin County. For the purposes of payment, liaison services shall be deemed to be part of the Services required hereunder.

Public Relation Services

6.09 (a) Medavie shall, on behalf of and in the name of the County, provide at least two hundred (200) hours of public relations or community service annually as part of the Services for which Medavie is receiving compensation pursuant to this Agreement. Such services shall prominently feature the County as subsidizing entity at the event and such other events as the County may, from time to time, require. Without limiting the generality of the following, Medavie shall prominently feature the Corporation of the County of Elgin and the County's EMS logos. Medavie acknowledges that the said two hundred (200) hours is not volunteer time and that the purpose is to promote the County, not Medavie, and the principle that ambulance services are funded by taxpayers of the County.

b) The County may, in its sole discretion, require Medavie to provide public relations and/or community services at one or more designated events from time to time. Medavie shall provide such services without extra payment. Medavie shall be given credit towards the two hundred (200) hours required annually under section 6.09 for such designated event services in an amount equal to the time actually spent delivering services at the designated event.

c) Medavie shall not be entitled to payment for public relations services unless:

- i. Medavie has first submitted a work plan detailing the events, the staffing requirements and County's resources (if any) required for the event at least one (1) week in advance of the event and such work plan has been approved by the County; and
- ii. a monthly report, including time spent and detailing to how the County has benefited from the event, is submitted and accepted by the County.

d) Medavie acknowledges that payment shall only be made for events approved by the County in writing in advance.

e) It is acknowledged that Medavie may participate in unapproved events. Medavie

acknowledges that any expenses associated with such unapproved events are business expenses for the sole benefit of Medavie and are unrelated to the services herein. No credit towards the two hundred (200) hours described in section 6.09 (1) shall be given for such events. All hours participating in such events must be disclosed by Medavie in its regular reports to the County.

SECTION 7 - SERVICE STANDARDS

- 7.01 Medavie shall provide the Services in accordance with the standards set forth herein.
- 7.02 Medavie warrants that it holds a current and valid certification under the Act and to provide the same herein. Medavie shall, at all times, maintain such certification during the duration of this Agreement. Medavie shall produce a copy of such certification to the County forthwith upon request.
- 7.03 In the event that the certification described in section 7.02 is, at any time, terminated, suspended, allowed to lapse or amended in any way, Medavie shall forthwith notify the County. Upon receipt of such notice, the County may, at its option, forthwith terminate this Agreement.
- 7.04 Medavie shall, at all times, provide the Services in accordance with this Agreement and the Act. Where Medavie alleges a difference between a standard set out in this Agreement and a standard set out in the Act, the applicable standard (which shall in no circumstances be less than that required under the Act) shall be determined by the County whose decision shall be final.
- 7.05 (a) Medavie shall provide the Services continuously twenty-four hours a day, seven days a week. An adequate number of qualified staff shall be available at all times to deliver the service in accordance with the approved staffing pattern. Attached hereto as Schedule "C" is the annual approved staffing pattern for the year 2024. The staffing pattern shall at all times be prepared in accordance with this Agreement. No changes to the annual approved staffing patterns shall be made without the consent, in writing, of the County having first being obtained.
- b) Medavie shall use its staff resources in an effective, efficient and economical manner. Medavie shall, on or before tenth day of each month of the term of this Agreement or any extension thereof, provide the County with an up to date report for all activities undertaken by Medavie pursuant to this Agreement up to and including the end of the previous calendar month.
- c) When Medavie proposes a change in the staffing pattern, Medavie may submit to the County an operational needs analysis supporting the proposed staffing

pattern variances. The County is under no obligation whatsoever to accept any such proposal by Medavie and may reject such proposal without cause or reasons.

d) The County may, but is not obliged to, require staffing pattern changes. The Parties acknowledge and agree that Medavie shall be reimbursed for any and all additional cost arising from or attributable to staffing pattern changes requested by the County and, further thereto, the Parties further agree that the contract price, including regular monthly payment, shall be adjusted to account for such additional costs. In addition, the Parties agree to amend any other provision within this Agreement or any Schedule hereto to account for and address issues arising from or attributable to such staffing pattern changes as requested by the County.

- 7.06 Medavie shall have an on-duty service duty supervisor, twenty-four hours a day, seven days a week, for the purpose of addressing all service delivery issues. The service duty supervisor shall have sufficient authority to immediately correct any default or deficiency in the service.
- 7.07 Medavie shall provide emergency and non-emergency service in accordance with the legislated response times.
- 7.08 Medavie shall use, for each ambulance call, two qualified emergency medical attendants (P1), with at least one attendant possessing Paramedic Primary level qualifications (Symptom Relief and Semi-Automatic Defibrillation) as well as qualifications in CPAP, Intravenous Therapy and Twelve Leads Electrocardiogram. When or if providing first response, Medavie shall use one qualified emergency medical attendant with Paramedic Primary level qualifications. Each emergency medical attendant must hold the qualifications as set out in the Regulations or meet such conditions as from time to time may be prescribed by Regulation or determined by the County in its sole discretion.
- 7.09 Where Medavie proposes to employ a new emergency medical attendant, Medavie shall do so in accordance with the Act and any existing employment contract or collective agreements. Medavie shall make every reasonable and practical effort to recruit qualified P1 Plus CPAP, with Primary Care Paramedic qualifications, to fill vacancies on and after January 1, 2024. Medavie acknowledges and agrees that public relations are an important part of the services and shall take such requirements into account in any hiring decision.
- 7.10 Medavie shall, in the provision of the Services:
- i. abide by the provisions of the Act;
 - ii. provide service in accordance with the Act and this Agreement and, in particular, patient care standards established under the Act;

- iii. require each employee to wear an identification device while on duty;
 - iv. utilize only employees current in all relevant certifications, P1 Plus CPAP including Symptom Relief and Semi-Automatic Defibrillation and all other mandatory programs.
- 7.11 Medavie shall comply with Provincial Medical Directives in place from time to time, including any additional standards of care as established by the County.
- 7.12 Medavie shall not permit any person to drive or operate an ambulance without a valid and current Ontario driver's license.
- 7.13 On a continual basis, Medavie shall evaluate the efficiency of ambulance services provided to the residents of County and develop a balanced, seamless and integrated health care system, which includes interaction with other allied emergency services.
- 7.14 Medavie shall provide all services in accordance with the terms and conditions set out in this Agreement and as may be mutually agreed upon between the parties and reduced to writing from time to time ("Operational Plan"). Medavie may make a request for changes to any component of the Operational Plan and the County agrees to consider and evaluate such a request and provide a response to the request.
- 7.15 The County may require such changes to the Operational Plan as are necessary to meet the County's statutory responsibilities. In the event that Medavie incurs additional costs to implement such changes, Medavie shall be reimbursed for such costs on a time and consumables basis. There shall be no allowance for additional profit or overhead.
- 7.16 Medavie shall adhere to the approved staffing coverage plans at all times. No reduction or increase to the annual approved staffing pattern, station or accommodations, and/or vehicles and equipment shall be made without the approval and consent, in writing, of the County first being obtained.
- 7.17 Medavie shall work co-operatively with the County and other Emergency Services, including Area Fire Departments, to design and implement complementary and effective emergency medical health care services, including Tiered Response Agreements and Mutual Aid Agreements as required for the development and implementation of a balanced, seamless health care system.
- 7.18 Medavie shall ensure that staff resources are effectively, efficiently and economically utilized through the design and implementation of human resource

management plans. Medavie shall ensure that the Services are continuously available and that an adequate number of qualified staff are available to deliver the Services in accordance with the staffing pattern attached as Schedule "C" hereto and/or any staffing pattern required by the County pursuant to section 7.05(a) above.

- 7.19 Medavie shall ensure that its employees will follow the direction of the Dispatch Centre and/or CACC in accordance with the Act.
- 7.20 Subject to legislative requirements, Medavie shall not make any alterations to the practices or requirements detailed herein without the express written consent of the County. This consent may be withheld unreasonably and/or without explanation.
- 7.21 The County may request Medavie to provide additional services in emergency situations. Medavie shall use its best efforts to supply all staff required for such additional emergency services and the County shall pay for such additional services in addition to the contract price provided for herein, which contract price reflects reasonably the costs to Medavie for delivery of required Services.
- 7.22 In the event of changes to the method of ambulance dispatching required by the Province of Ontario, Medavie shall take all actions necessary in order to comply with amended communications and dispatching protocols and procedures.
- 7.23 The Land Ambulance Service for The Corporation of the County of Elgin shall be called "**ELGIN ST. THOMAS EMS**". The County shall retain the sole right to use this name during the term of this Agreement or any extension thereof and thereafter.
- 7.24 Medavie shall maintain an organizational chart and a list of its staff and their responsibilities or job description in the Operations or Procedures Manual. In addition, if Medavie's staff are subject to a Collective Agreement or employee association, then a current copy of the Collective Agreement or association terms will be available to all employees.
- 7.25 Medavie shall, at all times, provide the Services in accordance with the terms and conditions of the provisions of the *Occupational Health & Safety Act*. Medavie unequivocally acknowledges that it is the "Employer" within the meaning of the *Occupational Health and Safety Act*.
- 7.26 Medavie shall ensure that its employees or other agents shall be trained in a manner that ensures that their duties are carried out safely and in compliance with relevant statutory, regulatory, professional, or other applicable standards. Medavie

warrants that it is aware of and will at all times ensure compliance with relevant safety standards. Medavie acknowledges that the County is entitled to rely upon this warranty.

- 7.27 Medavie shall, at all times, be in good standing with the Workplace Safety and Insurance Board and be in compliance with the *Workplace Safety and Insurance Act* (Ontario). Medavie shall provide the County with a Certificate of Clearance under the *Workplace Safety and Insurance Act* and will provide a replacement Certificate of Clearance upon the expiry of each previous Certificate during the term of this Agreement. The County reserves the right to withhold payment of any invoice hereunder until a satisfactory Certificate of Clearance is provided.

SECTION 8 - LABOUR RELATIONS

- 8.01 (a) Medavie shall have complete responsibility for labour and employee relations as they relate to staff employed by Medavie. This shall include, but not be limited to, control of and responsibility for negotiation of Collective Agreements with any unions or associations which represent Medavie's staff. This also includes establishing and enforcing policies, practices and procedures governing the conduct of employees during working hours, provided they are consistent with other terms of this Agreement and any applicable legislation or regulations and establishing rates of pay and other terms and conditions of employment for staff employed by Medavie.
- b) Medavie and the County acknowledge that the current Collective Agreement with the bargaining unit representing workers currently providing land ambulance services expires March 31, 2027.
- c) In the event that, without knowledge of the County, any offer of a Collective Agreement is made by Medavie or a Collective Agreement is entered into by Medavie, either of which has or may have the effect of increasing the cost of provision of the Services herein as outlined in Schedule "E" hereto, all excess costs of implementing any such offer or Agreement shall be borne by Medavie.
- 8.02 Medavie shall make every reasonable effort to establish and maintain a labour/management environment that promotes the effective, efficient and uninterrupted delivery of the Services, which shall include but are not limited to dispute resolution mechanism, a labour/management communications strategy and mandatory staff training programs. Effective and regular communication with the local Base Hospitals form part of Medavie's obligations under this paragraph.
- 8.03 Medavie shall maintain an active Health and Safety Program in accordance with the Act, the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, the *Workplace Safety and Insurance Board Act*, 1997, S.O. 1997 c. 16, Schedule "A"

and any relevant employee contracts or collective Agreements.

8.04 Except as expressly provided for in section 8.05 below, Medavie acknowledges that the payments described in Section 22 herein are full and complete compensation for the provision of Services regardless of any wage settlements. Medavie acknowledges that any request for an increase in fees payable under Section 22 to cover future wage settlements shall only be by way of amendment to this Agreement. Medavie further acknowledges that the County is not obliged to grant any such request for an amendment.

8.05 a) **[INTENTIONALLY DELETED]**

b) The Parties also agree and acknowledge that, in calculating the fixed price cost of the Services and regular monthly payment in respect thereof, the employer contribution rates for the OMERS Pension Plan in effect as of 2023, have been utilized. In the event that such employer contribution rates shall change during the term of this Agreement or any extension thereof, the said fixed price cost and regular monthly payment in relation thereto shall be adjusted accordingly and in writing as set forth in section 22.02(c) below.

c) Without limiting the generality of that set forth in section 8.04 above, section 22 below and Schedule "E" hereto, the Parties agree and acknowledge that Medavie holds in trust the sum of THREE HUNDRED and SEVENTEEN THOUSAND, SEVEN HUNDRED and ELEVEN---30/100 DOLLARS (CAD) (\$317,711.30) (the "Severance Fund").

The Severance Fund may be administered and utilized solely to fund employee termination/severance payments that meet the following criteria:

- (i) The termination/severance must be related to an employee of Medavie that was assumed by Medavie from the predecessor provider of land ambulance services in Elgin County as at December 31, 2013 ("Applicable Employee"), and;
- (ii) The amount of any termination/severance payment that may be drawn from the Severance Fund, and that meets criteria (i), is limited to only the portion of the severance payment is attributable to the period employment with the predecessor land ambulance service provider.

In the event that Medavie utilizes and pays out monies from the Severance Fund for the termination/severance of an Applicable Employee, it shall advise the County of the amount of such payment and the supporting calculation(s) demonstrating the portion of the payment that is attributable to the period of employment with the predecessor land ambulance service provider, and any other relevant details thereof.

In the event that, during the term of the Agreement or any extension thereof, Medavie utilizes and pays out all monies in the Severance Fund for termination / severance payment or payments to Applicable Employees, it shall requisition, with supporting explanation and documentation, monies from the County for the purpose of the Severance Fund.

SECTION 9 - TRAINING AND TESTING OF PERSONNEL

- 9.01 The Medical Director, in conjunction with the County, shall ensure that minimum standards for commencing employment and for the continuing medical education and quality assurance audit of emergency medical attendants are met at all times. This section shall not limit or be deemed to limit the obligations of Medavie to, in any event, meet the minimum standards of the Act.
- 9.02 Medavie shall, on an annual basis, assess the training needs of each employee and evaluate whether the assessed training needs of employees are met. Theoretical knowledge and practical skills relevant to all aspects of land ambulance service delivery shall be provided directly or in conjunction with support groups such as a Base Hospital Program, Regional Training Coordinator, Emergency Health Services Branch or any other agency or program, where applicable.
- 9.03 Where a complaint or a question regarding or involving patient care is received by either of the Parties hereto, the Patient Care Policy attached herein as Schedule "F" shall be immediately implemented and followed.
- 9.04 Where a complaint or a question regarding or involving patient care received and a medical condition attributable to an employee of Medavie is alleged, the County shall, subject to the provisions of section 105 of the *Courts of Justice Act* and the *Rules of Civil Procedure*, and otherwise to the extent permitted by law, be entitled to inspect the medical records of any employee, including the results of any tests or examinations taken by such employees.
- 9.05 The County or the Base Hospital staff may observe patient care delivery, review patient care documentation and any other relevant file or information of any employee at any reasonable time; provided that, in exercising any such right of observation, the County and/or Base Hospital staff will take all reasonable steps to avoid interference with or interruption of Medavie's operations and personnel and services being rendered at that time.
- 9.06 Where appropriate, the County shall consult with Medavie in matters pertaining to the training and testing of Medavie's personnel. Medavie shall not undertake training in excess of that in the approved budget without the prior written approval of the County.
- 9.07 Medavie shall provide its staff with appropriate mandatory training to ensure that

clinical, technical and driving performance meets or exceeds the standards set out in the Act.

9.08 (a) In the event that advance care paramedic (P2) training is approved by the County, Medavie shall arrange for its qualified personnel to receive such training in a recognized, accredited paramedic training programme at a suitable educational facility and, thereafter, Medavie shall integrate such advanced paramedic services into the Services contemplated by this Agreement. In such circumstances, the County shall reimburse Medavie for all costs arising from and associated with such P2 training and integration, including but not limited to those costs relating to training, backfilling, quality assurance testing, and maintenance of skills and, further thereto, the Parties agree to adjustment of the annual fixed cost for services rendered herein, including the regular monthly payment as provided for on Schedule "E" hereto, to account for the cost increases associated with obtaining such qualifications, including wage differentials, medical supplies, and equipment.

b) Without limiting the generality of the Parties agree that Medavie will not implement such P2 training without the written approval and consent of the County and further providing that, should Medavie initiate such P2 training without County approval, then Medavie shall bear all costs arising from or associated with achieving such training, including but not limited to training, backfilling, quality assurance testing, and maintenance of skills.

SECTION 10 -WORK LOCATIONS

10.01 The County shall provide the locations from which Medavie's personnel are required to report to work and be dispatched. As of January 1, 2024, the approved locations are illustrated on Schedule "G" hereto.

10.02 **[INTENTIONALLY DELETED]**

10.03 **[INTENTIONALLY DELETED]**

10.04 **[INTENTIONALLY DELETED]**

10.05 It is acknowledged that, from time to time, new or other work locations may be required by the County for the provision of ambulance services. The County may request Medavie to provide reasonable technical assistance in locating and analyzing the suitability of any such location.

10.06 Medavie may request an adjustment to the approved location of an ambulance station to meet identified demands, including workload changes and/or working condition changes. Such a request shall be supported by appropriate documentation in the format and manner determined by the County. The County shall not be obliged to grant any such request.

10.07 Without limiting the generality of sections 10.05 and 10.06, the Parties acknowledge it is their intention to undertake a study for a servicing master plan during the initial term of this Agreement. Such master plan will be subject to a separate agreement but the resulting report may be utilized by the parties to inform the provisions of section 10.05 and 10.06.

10.08 The Parties hereto acknowledge that accounts for heat, hydro, water, telecommunications and other utilities shall be paid in accordance with the lease agreement applicable to the work locations.

SECTION 11 - GENERAL SECURITY

11.01 Vehicles and equipment, provided by or paid for by the County for use in the provision of the Services and while not in service shall be kept at a County designated work location or other secure area, unless the vehicle is assigned to a vehicle maintenance or safety inspection facility or is otherwise assigned by a Dispatcher.

11.02 Medavie shall at all times provide and maintain security measures for the work locations, including equipment stored therein, and vehicles. In the event that further security measures at any such work location, the County shall arrange and pay for only those works costing, individually, in excess of FIVE THOUSAND DOLLARS {\$5,000.00), which shall be considered capital costs. Works costing less than FIVE THOUSAND DOLLARS (\$5,000.00) shall be borne by Medavie.

11.03 Medavie shall employ all such security measures as are necessary to ensure the safety, security and confidentiality of personnel and patient care records. All other records shall be maintained in a safe and secure manner.

11.04 Hazardous materials, supplies, equipment and/or foodstuffs shall not be stored at a work location or within a vehicle, except where storage is provided in containers or locations approved by the County or by approved methods in accordance with relevant legislation.

SECTION 12 - OPERATIONAL REQUIREMENTS

- 12.01 The Services shall be provided within the area of The Corporation of the County of Elgin designated in Schedule "B" hereto and as directed by a Dispatcher. Medavie shall provide land ambulance service beyond the area set out in Schedule "B" hereto only as directed by a Dispatcher or CACC centre.
- 12.02 Temporary staffing pattern changes shall not compromise Balanced Emergency Coverage for the area as defined in the Central or Local Ambulance Communications Centre Policy and Procedures Manual. No changes to the annual approved staffing pattern shall be made without the consent, in writing, of the County first being obtained.
- 12.03 Medavie shall maintain operational records in an up to date manner. Operational records include but are not limited to incident reports, ambulance call reports, tachograph, chart reviews, certification review documents and other related documents. The County may inspect such records on request.
- 12.04 Medavie shall be entitled to participate in "Special Events" coverage provided that Medavie adheres to the Act.
- 12.05 Medavie shall, upon request, provide any requested information relating to the Services and, further thereto, shall participate in any advisory committees as required by the County. It is expected that Medavie will report to County Council and separately to the City of St. Thomas Council on the provision of its services at least annually, and more frequently as may be reasonably required, during the term of this Agreement and such reporting and presentation shall be deemed to be included in the costs set out in Schedule "E".

SECTION 13 - SERVICE RESPONSE TIMES AND QUALITY ASSURANCE

- 13.01 a) Medavie shall place an ambulance at the scene of each presumptively defined life-threatening emergency call according to the following service defined minutes and on not less than 90% of all life-threatening emergency response requests. This standard shall apply to all areas within the territorial limits of The Corporation of the County of Elgin. For every presumptively defined life-threatening emergency call exceeding the response time standard defined herein, Medavie shall

document, in writing, the causes of the extended response time and upon request, supply the County with the plan to eliminate reoccurrence.

b) For purposes of this Agreement, the response time standard shall be as follows:

- i. For any dispatches within the territorial limits of any lower-tier municipality within the territorial limits of the Corporation of the County of Elgin, the maximum response time will be as set out in the Response Time Performance Plan to not less than 90% of all such dispatch calls.
- ii. Without limiting the generality of the foregoing, the detailed response time targets by Canadian Triage Acuity Scale (CTAS) and percentage achievement shall be as follows:

Canadian Triage Acuity Scale (CTAS)	Target Response Time	Percentage Received
Vital Signs Absent	6 minutes	45
CTAS 1	8 minutes	60
CTAS 2	10 minutes	75
CTAS 3	14 minutes	85
CTAS 4	20 minutes	90
CTAS 5	20 minutes	90

c) In the event that the County or Medavie seeks to amend the response time standards, such request shall be considered by the County and, if accepted, will be implemented as an amendment to this Agreement, to the Operation Plan and/or as a change in Services.

13.02 Response Time Exemptions may only occur as follows;

- i. A period of unusually severe weather conditions when such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public that would result from a delayed response. Each related incidence of prolonged response time shall be documented to the County;
- ii. Requests during a declared disaster as confirmed by the County, either locally or in a neighboring jurisdiction, in which Medavie is rendering assistance. During such periods, Medavie shall use best efforts to maintain coverage within the County while simultaneously providing disaster assistance as needed.

13.03 Medavie, at its sole expense, shall participate in local quality assurance and emergency health services planning activities and committees as well as the events and programmes described in sections 13.04, 13.05, and 13.06 below.

13.04 Medavie shall also use reasonable efforts to participate in community education and outreach activities and preventative health programs. Medavie shall provide a report on such activities in the monthly report.

13.05 Upon the request of the County, Medavie's key management personnel shall participate in such liaison/professional groups involved in the provision of ambulance services within the territorial limits of The Corporation of the County of Elgin.

13.06 Medavie shall participate in all planning for local response to declared emergencies and/or disasters. Medavie shall also assist in the planning of alternative strategies for the transfer of patients not otherwise mandated or provided for under the Act.

13.07 In addition to meeting the response times detailed herein, Medavie shall meet the reaction time objective detailed immediately below.

Reaction Time	Vehicle Staffed on Site
To respond to dispatch priority code 4 calls	A maximum of 1.5 minutes 90% of the time
To respond to dispatch priority code 3 and code 8 calls	A maximum of 1.5 minutes 90% of the time
To respond to dispatch priority code 1 and code 2 calls	A maximum of 3.0 minutes 90% of the time

13.08 It is acknowledged and agreed that the County may, from time to time, conduct performance reviews to ensure that the services are being provided in a satisfactory manner. Without limiting the generality of the foregoing, Patient Care Reviews shall be conducted in accordance with the guidelines and standards set forth herein.

SECTION 14- CONFIDENTIALITY OF INFORMATION

14.01 Medavie acknowledges that, as a result of the provision of the Services, it may obtain and collect confidential information that it otherwise would not have access to or be able to collect. Any and all such information shall be deemed to have been

collected by Medavie pursuant to this Agreement for the benefit of both Medavie and the County. The County shall at all times have full and complete access to any and all information collected and/or retained by Medavie under the authority of this Agreement. It is acknowledged and agreed that information exchanged between the Parties for the purposes of carrying out the terms of this Agreement is confidential and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.6, as amended and the *Personal Health Information Protection Act*, 2004, S.O., 2004 c. 3. It is further acknowledged that this Agreement is an Agreement for the exchange of information as detailed in Personal Health Information and Protection of Privacy Act.

14.02 Medavie shall not, at any time, disclose any such confidential information without the consent of the County first being obtained, except as ordered pursuant to the Municipal Freedom of Information and Protection of Privacy Act by the Information and Privacy Commissioner or by a court of competent jurisdiction, or pursuant to any Data Sharing Agreement with a public agency entered into by and/or with the consent of either Party hereto.

SECTION 15- TRACKING, REPORTING AND RECORDS

Incident Reporting Requirement

15.01 Medavie shall forthwith report each and every complaint, accident, claim or incident associated with the Services under this Agreement to the County with full details. Without limiting the generality of the foregoing, Medavie shall submit a monthly report detailing such complaints, accidents, claims, and/or incidents within twenty working days after the end of each calendar month during the term of this Agreement or any extension thereof. The County may require that supporting documentation accompany the monthly report.

Tracking and Reporting Extraordinary Services

15.02 Medavie shall provide extraordinary services only upon written consent of the County. Medavie will, within ten (10) working days of the end of each and every month during the term of this Agreement or any extension thereof, submit a report to the County detailing, amongst other items;

- i. personnel costs for the previous month - fees as determined in

accordance with Schedule "E" attached;

- ii. expenses for which it will be seeking reimbursement verification of expenses paid Records

15.03 Medavie shall maintain operational records, including but not limited to incident reports, ambulance call reports, patient care reviews, service review documents, employee time sheets, invoices for expenses and other documents related to the provision of Services. Such records shall be provided to the County as detailed in section 15.04 below.

15.04 The County may, at any time but at all times acting reasonably, request Medavie to produce for inspection all records relating to the provision of the Services. Medavie shall produce such records at Medavie's ordinary place of business within two (2) business days of the request being made. The County may make photocopies of any and all such records as it deems appropriate for a period of up to two (2) business days.

15.05 Medavie shall complete, maintain and submit operational and financial reports and any other reports pertaining to the provision of Services herein as are required by the County from time to time.

SECTION 16 - VEHICLES AND EQUIPMENT

Equipment to be Provided by the County

16.01 It is acknowledged and agreed that vehicles and equipment required to deliver Services under this Agreement shall be provided by the County and be leased to Medavie for ONE DOLLAR (\$1.00) per year. Medavie shall use only such vehicles and equipment for the provision of Services under this Agreement and such vehicles and equipment shall be used only for the provision of Services under this Agreement. Where Medavie is of the view that more efficient and/or economical provision of the Services may be achieved if the vehicles and equipment are otherwise made available for such further use or uses, Medavie shall submit a proposal in writing to the County. The County may, but shall not be obligated to, consent to such additional use.

16.02 The vehicles and equipment referred to in section 16.01 above shall, at all times, remain the property of the County and otherwise satisfy the requirements of the Act. Furthermore and without limiting the generality of that set forth in section 16.01 above, Medavie shall not, at any time,

- i. use the equipment for events, services, or other activities for which

Medavie may receive payment or advantage other than pursuant to this Agreement without the consent in writing of the County first being obtained; or

- ii. loan, deliver or provide the equipment or vehicle to a third party without the consent in writing of the County first being obtained.

16.03 Where Medavie proposes to use the equipment for events, services or other activities or loan, deliver or provide equipment to a third party, Medavie shall, before undertaking any such action, make a request in writing to the County for permission to undertake such action. Without limiting the generality of the forgoing, Medavie acknowledges the "paid duty" assignments accepted by Medavie require the permission of the County in accordance with this section. The County may reject such requests without cause or reason.

16.04 Medavie shall not at any time pledge, assign, charge, or post the said vehicles and/or equipment as security of any kind.

16.05 Medavie shall use only vehicles and equipment provided or approved by County for the provision of the Services hereunder.

16.06 Medavie shall ensure that all equipment, materials and supplies shall be secured in the vehicle in a safe manner and in accordance with the Act or guidelines issued by the manufacturer and the health and safety requirements set out in the Occupational Health and Safety Act, as amended.

16.07 Medavie shall ensure that an inventory of all equipment, materials, supplies and vehicles provided by or paid for by the County for use in the provision of land ambulance service is maintained in accordance with the Act and the guidelines of the manufacturer.

16.08 Medavie shall not modify or make any changes to or alter the appearance of any vehicles or equipment owned by, provided by or paid for by County without prior written approval of the County. No changes shall be made that would result in the vehicle or equipment no longer meeting the approved standards.

Medavie Responsible for Safekeeping and Damage to Equipment

- 16.09 a) Medavie shall properly care for, maintain and operate such vehicles and equipment in accordance with the Act, all other statutes, regulations, and by-laws, and this Agreement.
- b) Medavie shall ensure that appropriate visual identifications are affixed and maintained on all vehicles and equipment as requested by the County. Subject to legislative and regulatory requirements, uniforms may also require appropriate visual identification markings as requested by the County.
- 16.10 a) Medavie shall be fully and totally responsible for all loss, costs, damages, claims, expenses and fees, including legal and investigative expenses, arising as the direct or indirect result of use or misuse, negligence or abuse of the said vehicles and equipment. Medavie shall reimburse the County for any and all repairs, property damage and other loss, costs and expenses the County may so incur immediately upon demand.
- b) Medavie shall within twenty-four (24) hours of such incident, report any and all incidents involving County's equipment and or vehicles to the County in writing. For the purposes of this section, incidents include but not limited to accident, theft, loss, damage, injury, equipment failure, or any other happening or change in circumstances of any motor vehicle or equipment.
- c) Notwithstanding anything to the contrary herein, Medavie shall fax or deliver patient care and public incident reports to County within twenty-four (24) hours of the time the incident occurred. For the purposes of this section, "incident" includes but is not limited to any event involving personal injury and/or public or patient complaint.
- d) Medavie acknowledges that incidents involving damage to County's equipment and/or vehicles and/or personal injury arising in the course of or related to the provision of the Services must be reported to the County's insurer on a prompt and timely basis. Medavie further acknowledges that failure to report such incidents to the County may substantially prejudice the County's legal rights and obligations. The failure of Medavie to provide the reports as required herein shall entitle the County to terminate this Agreement on five (5) days written notice.
- 16.11 Without limiting the generality of paragraph 16.10, Medavie shall be responsible for all traffic infractions incurred in the operation or use of any vehicle while in the possession of or while assigned to Medavie.

- 16.12 Each vehicle made available to Medavie under this Agreement shall have all the features, equipment and supplies required by the Act and its Regulations.
- 16.13 Medavie shall, at all times, ensure that the equipment remains with the vehicle to which it has been assigned. Where equipment is left at some place other than the vehicle, Medavie shall make all such arrangements as necessary to ensure that the equipment is either returned or replaced in a timely fashion. Medavie shall establish, implement and use a plan for equipment inventory, including tracking and re-integration with the system. A copy of the plan and any updates shall be provided to the County forthwith.
- 16.14 The County may, at any time and without notice, directly observe the vehicles and equipment and Medavie's employees while on duty and/or in use. An authorized agent for the County may ride as a "third person" on any vehicles, at any time.
- 16.15 No person other than employees of Medavie, persons authorized in writing by the County, medical attendants or escorts of such persons shall travel as a passenger or crewmember in any ambulance service vehicle.

SECTION 17 - OPERATION AND MAINTENANCE OF VEHICLES

General

- 17.01 Medavie, in conjunction with the County, shall ensure that each vehicle and item of equipment provided or approved by the County for use in the provision of the Services is maintained in a safe mechanical condition and in a proper working order. The vehicle maintenance programme details in Schedule "H" hereto shall be followed. Medavie shall take all reasonable and practical measures as may be necessary to ensure that each vehicle and item of equipment is clean and sanitary. Medavie shall schedule repair and maintenance of equipment and vehicles as directed and in accordance with the instructions of the County as provided from time to time, and submit monthly maintenance reports to the County in accordance with Schedule "H" hereto.

Vehicle Maintenance

- 17.02 All maintenance and repairs shall be carried out in accordance with a planned schedule as provided in Schedule "H" or, in the alternative, the procedure manual. Maintenance and repairs shall be carried out in a manner so as to minimize

disruption to the Services.

17.03 For the purposes of this Agreement, vehicle maintenance and repairs shall be categorized as follows;

- i. regularly scheduled maintenance; and
- ii. other maintenance and repairs.

Regularly scheduled maintenance shall be considered as part of the services contemplated under this Agreement and listed in Schedule "A".

17.04 Medavie shall be responsible for coordinating regularly scheduled maintenance. Medavie shall arrange regularly scheduled maintenance in accordance with the directions and instructions of the County, as given by the County from time to time. Payment for maintenance and repairs shall be the responsibility of Medavie.

Vehicle Consumables

17.05 It is acknowledged and agreed that operation of the vehicles will require consumables such as gas, oil and windshield wiper fluid. Payment for consumables shall be the responsibility of Medavie.

17.06 Medavie shall maintain records of fuel consumption, kilometers travelled, vehicle repairs, and maintenance and vehicle replacement.

17.07 Medavie shall submit yearly reports to the County using the current software program "Imedic". It is acknowledged and agreed that such software is the property of the County of Elgin and shall only be used to provide services under this Agreement and, at all times, in accordance with all applicable licensing agreements. Upon expiry or termination of this Agreement or any extension thereof, for any reason whatsoever, the Contractor shall forthwith return all copies of such software to the County and delete any and all copies from its computer systems.

SECTION 18 - THIRD PARTY SERVICES

18.01 For the purposes of this Agreement, a "third party service" is a service provided to Medavie by a person who is not a party to this Agreement.

18.02 It is acknowledged that Medavie may require certain third party services to support its provision of the Services under this Agreement, including but not limited to;

- ▶ Malpractice and Liability Insurance
- ▶ Audit Fees

- ▶ Legal Fees
- ▶ Professional Fees
- ▶ Pension Fees
- ▶ Bank Charges
- ▶ Laundry Services and Uniform Cleaning
- ▶ Cellular Phones
- ▶ Long Distance
- ▶ Courier and Mail
- ▶ Rental Office Equipment
- ▶ Emergency Health Service Approved Training
- ▶ Such other third party services as the County, in its sole discretion, may approve

18.03 Medavie shall be fully and solely responsible for any and all third party accounts.

SECTION 19 - MATERIALS AND SUPPLIES

General

19.01 For the purposes of this section, materials and supplies shall be categorized as capital or consumables.

19.02 The determination of whether or not a particular material or supply is capital or a consumable shall be made on the basis of generally accepted accounting practices.

Capital Goods

19.03 All capital goods shall be the property of the County and shall be returned to the County at the termination of this contract in good operating condition, reasonable wear and tear excepted.

19.04 Medavie may request additional capital goods to assist in the provision of the Services. The County shall evaluate such requests within 45 days. All such goods shall be the property of the County.

19.05 Medavie shall cooperate with the County in forming a, at minimum, three-year capital plan for the purpose of the County appropriating the required amount for capital equipment to operate the land ambulance services. Medavie hereby acknowledges and agrees that the determination of the budget appropriation for capital equipment is at the discretion of the County.

Consumables

19.06 The Parties acknowledge that, except as detailed herein, all consumables necessary for the provision of the Services hereunder shall be acquired by

Medavie. Medavie shall, at all times, keep on hand a supply of consumable goods sufficient to properly provide the services. It is acknowledged and agreed that the supply of consumables shall satisfy the requirements of the Provincial Equipment Standards for Ontario Ambulance Services version 3.7 that came into force on February 1, 2023, and any amendments or replacements thereto.

19.07 Consumables shall be deemed to include but are not limited to ambulance medical supplies, oxygen and other gasses, drugs not supplied by the Base Hospital, laundry, linens, uniforms and shoes.

19.08 If this contract is terminated the County shall have the option to purchase any consumables owned by Medavie at fair market rates.

SECTION 20 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT

20.01 It is acknowledged that ownership and maintenance responsibilities with respect to radio and other communications equipment rest with the Ontario Ministry of Health and Long Term Care. All such equipment shall be used in accordance with the applicable Ministry policies.

20.02 Radio and other communications equipment, or appropriate funding for such equipment, required for the provision of land ambulance service in accordance with this Agreement shall be provided to Medavie by the Province of Ontario in accordance with the directives on telecommunication equipment.

20.03 Medavie shall ensure that all radio and communications equipment provided or approved by the Province for use in the provision of ambulance service is in a safe operating condition and is in proper working order. Medavie shall schedule repair and maintenance in accordance with the directives and/or local CACC policy regarding maintenance and use of telecommunications equipment.

20.04 Medavie shall forward to the Ministry of Health and Long Term Care copies of maintenance records for radio and communications equipment annually or as otherwise prescribed by the said Ministry.

20.05 The cost of replacement and/or repairs arising from damage occurring while the equipment has been assigned to Medavie shall be the responsibility of Medavie.

20.06 Medavie shall use only such radio and communications equipment in the delivery of land ambulance service as is approved by the Ministry of Health and Long Term Care and the County.

SECTION 21 - EXCLUSIVITY

21.01 Medavie shall ensure that the vehicles, equipment, material and supplies provided by or paid for by County shall be used exclusively for the purpose of discharging

Medavie's obligations under this Agreement and for no other purpose unless such purpose is authorized, in advance and in writing, by the County.

SECTION 22 - PAYMENT FOR SERVICES

General

22.01 It is acknowledged and agreed that Medavie shall be paid for Services rendered during the term of the Agreement or any extension thereof based upon the fixed cost specified in Schedule "E" hereto.

22.02 (a) The annual contract price payable to Medavie for services rendered under this Agreement and as specified in Schedule "E" shall be paid on a monthly basis and in the amount identified as the regular monthly payment as set forth in Schedule "E" hereto.

(b) In the event that this Agreement or any extension thereof expires or is terminated on any day other than the first day of a month, the final monthly payment to Medavie shall be pro-rated on a daily basis to the date of such expiry and/or termination.

(c) Without limiting the generality of the foregoing, the Parties agree and acknowledge that:

i. **[INTENTIONALLY DELETED]**

ii. in establishing the fixed cost of the Services contemplated by this Agreement and the regular monthly payment for services as contemplated hereunder, Medavie has included and accounted for costs associated with the OMERS Pension Plan for employers as based upon the contribution rates as at March 14, 2023 and, consequently, the Parties agree that the contract price, including the monthly payment as set forth in Schedule "E" hereto, will be amended to reflect any changes in such contribution rates, either by increase or by decrease, and/or unfunded OMERS liabilities arising from investment or actuarial risk.

22.03 Medavie may make a request to the County for payment in addition to regular monthly payments for extraordinary circumstances such as those identified in Section 6.05 above. Any such request shall include sufficient information to substantiate the request and permit full evaluation of the request by the County. The determination by the County as to whether or not to grant any such a request, whether in whole or in part, shall be final.

Personnel Costs

22.04 For the purpose of this section:

- i. regular services means the Services provided pursuant to this Agreement in the ordinary course of a year and includes all services that are not extraordinary services;
- ii. extraordinary services are those described in section 6.05.

22.05 Payment for extraordinary service shall be made on a time commitment basis, (P1 costs only plus 20% overhead allowance, save and except for P1 benefit costs, which shall be subject to a 50% overhead allowance). Where Medavie proposes to request payment for extraordinary services, it shall invoice the County in accordance with this Agreement. The rates payable are identified in Schedule "E".

22.06 Medavie acknowledges that it is being paid for public relations services as part of its annual fixed cost and regular monthly payment.

Taxes/Tax Rebates

22.07 (a) Medavie and the County acknowledge and agree that the fixed cost price set forth in Schedule "E" hereto is exclusive of federal and provincial sales taxes, including and principally relating to the Harmonized Sales Tax ("HST"), which taxes, if applicable and chargeable, shall be paid by the County in accordance with invoices rendered by Medavie.

(b) It is acknowledged that Medavie may receive HST rebates with respect to goods and services purchased by Medavie in the provision of Services hereunder. Medavie shall identify only the portion of the invoice to which no previous HST or other applicable rebate amount was received in a monthly invoice structured to clearly indicate the taxable and non-taxable items. The design of the invoice will be subject to approval once the contract is awarded.

(c) Medavie and the County further acknowledge that, as at the date of execution of this Agreement, Medavie is exempt for HST purposes and does not currently receive rebates with respect to goods and services purchased by Medavie in provision of the Services contemplated by this Agreement. In the event of a ruling by Canada Revenue Agency that decides that the Services rendered under this Agreement to be taxable, the County agrees to pay any such taxes required to be collected by Medavie and Medavie will cease charging the County of HST rebates which it is entitled to receive.

County's Right of Set Off

22.08 The County shall have a right of set off against any monies payable herein. The right of set-off will include, but shall not be limited to, such items such as the cost of loss or damage of equipment, missed hours of service, agreed revenues for paid-duty coverage and the cost of any steps taken by the County to cure any default of Medavie.

22.09 Where the County has permitted Medavie to accept a paid-duty assignment such as special event coverage in accordance with this Agreement, Medavie shall pay to the County for use of the County's vehicles and equipment an amount calculated at the rate shall be \$35.00 per hour or as set by the County through by-law. It is acknowledged and agreed that paid duty events are separate from public relations and/or community service activities described in section 6.09. Medavie understands and agrees that the acceptance of paid-duty assignments will not interrupt or interfere with the obligation of Medavie to provide emergency coverage according to the approved staffing pattern.

Year End Review and Accounting

22.10 (a) Medavie shall, on or before June 30th of each calendar year during the term of this Agreement or any extension thereof submit to the County, a completed audited Financial Statement for the prior fiscal year.

(b) Medavie shall provide any and all such records, documents and other information as the County may request as part of its review of Financial Statements.

22.11 In the event that a different methodology for the breakdown of prices and/or costs or any other audit, reporting or inspection requirements other than that set out in this Agreement is required as a condition of the County's funding from EHSB, Medavie shall provide any and all information in the manner required by County and to thereafter invoice for the Services in accordance with such revised methodology.

Security for Performance by Medavie

22.12 **[INTENTIONALLY DELETED]**

WSIB Premiums

22.13 All WSIB costs and reconciliation costs are the responsibility of Medavie.

Annual Statutory Declaration

22.14 On or before March 1 of each year during the term of any extension hereof and/or the year immediately following termination or expiry of an extension, Medavie shall complete and swear an Annual Statutory Declaration, drafted in accordance with the precedent attached as Schedule "I" hereto, and deliver same to the County.

SECTION 23 - AMENDMENTS

23.01 In this Section, "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 Schedules to this Agreement.

23.02 The Parties may, at any time during the term of this Agreement, agree to amend this Agreement.

23.03 Any amendment shall be in writing and shall be signed by both Parties.

SECTION 24 - DISPUTE RESOLUTION

24.01 The Parties agree that any dispute that is not resolved at the contract manager level shall be referred to the Chief Operating Officer of Medavie's parent corporation and the Chief Administrative Officer for the County in order to resolve such dispute at an executive level. The Parties further agree that in the event of a dispute between the Parties that is not resolved at the executive level within thirty (30) days as aforesaid as to any matter arising from this Agreement with financial implication to either or both Parties of at least thirty-five thousand dollars (\$35,000.00) then the resolution of such a dispute shall be determined, upon the agreement of both Parties, by a private arbitrator, and that the decision of the private arbitrator shall be final and binding. The arbitrator selected shall have significant experience in the rendering of emergency medical or health services. The Parties agree that in order to apply for arbitration pursuant to this section, the party making the application must provide notice of the dispute and its intention to proceed to private arbitration within thirty (30) days of becoming aware of the subject matter in the dispute.

24.02 In the event that the Parties agree to proceed to arbitration, then the arbitrator shall be selected upon mutual agreement of both parties within ninety (90) days of receipt of the notice, failing which each party shall select their own representative, who in turn and in combination will select an arbitrator with the qualifications as noted above, and the selection of that arbitrator shall be final and binding.

24.03 The provisions of the *Statutory Powers and Procedures Act*, R.S.O. 1990, c. s.22 and the *Arbitrations Act*, R.S.O. 1990, c. A.24 shall apply through the arbitration process.

24.04 The Parties hereto further agree that:

(a) The arbitrator shall have the unfettered discretion to decide upon and direct resolution of any dispute arising in relation to this Agreement, including but not necessarily limited to the direction that the within Agreement be terminated on as at a date deemed reasonable by the arbitrator;

(b) Any award or decision made by the arbitrator is binding upon them and may be enforced in the same matter as a Judgment or Order to the same effect;

(c) Either party may obtain an Order pursuant to the Arbitration Act, 1991, S.O. 1991, Chapter 17, as amended, staying any legal proceeding relating to the dispute presented to the Arbitrator pursuant to this Agreement; and

(d) Neither party shall have the right to appeal the award or decision of the arbitrator to a Court or apply to set aside the award or decision of the arbitrator.

24.05 Unless otherwise agreed by the Parties, the cost of the arbitration and the Parties' own costs shall be determined by the arbitrator, who has the authority to award costs payable against any unsuccessful party in his or her discretion at the conclusion of the arbitration.

SECTION 25 - ASSIGNMENT OF AGREEMENT

25.01 Medavie shall not assign this Agreement or any portion thereof without first obtaining written consent from the County. Any assignment made contrary to this provision shall terminate the Agreement. The consent of the County as required under this provision may not be unreasonably withheld, provided that Medavie specifically agrees that it shall be reasonable for the County to withhold such consent if, among other things, (i) the proposed Assignee shall comply with the purchasing policy and protocol then in effect for the County, (ii) the proposed Assignee shall not be otherwise prohibited from contracting with the County, including but not limited to as a result of performance failures in respect of prior contracts with the County and/or existing legal proceedings as between the proposed Assignee and the County, (iii) the proposed Assignee is unable to submit appropriate, relevant performance references to the County, (iv) the proposed Assignee is unable to establish, to the satisfaction of the County, the ability and capacity to perform the Services contemplated by the Agreement, and/or (v) the County has reasonable grounds for believing the proposed Assignee will be unable or will not provide adequate or appropriate patient care and public safety as contemplated by this Agreement and to a standard at least equal to that provided by Medavie.

SECTION 26 - INSURANCE AND INDEMNITY

26.01 Medavie warrants and represents it has the skills and expertise necessary to perform the services. Medavie shall exercise due diligence in the operation and delivery of the Services, in order to protect itself from and against any and all claims that might arise from anything done or not done by Medavie, including its officers, directors, employees, against and assigns under this Agreement.

26.02 (a) Medavie shall indemnify and hold harmless the County, including its officers, council members, elected officials, agents, servants, employees, and volunteers, from and against all liabilities, claims, expenses, demands, losses, costs, damages, suits, or proceedings, by whomsoever made, directly or indirectly, as arising from the provision of Services hereunder, including but not limited to any bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property and further including loss of revenue or incurred expense resulting from a disruption of service, and otherwise caused or contributed to by the acts or omissions of Medavie, including its officers, agents, servants, employees, customers, invitees, or licensees, during the course of or otherwise related to performance of Services or other obligations provided for under this Agreement, save and except as caused or contributed to by the County, including its officers, council members, elected officials, agents, servants, employees, and volunteers.

(b) The County shall indemnify and hold harmless Medavie, including its officers, directors, shareholders, affiliates, agents, servants, and employees, from and against any liabilities, claims, expenses, demands, losses, costs, damages, suits, or proceedings by whomsoever made, directly or indirectly, as resulting from the acts or omissions of the County, including its officers, councilors, servants, employees, agents, and volunteers, and in relation to matters provided for in this Agreement, save and except any such liabilities, claims, expenses, demands, losses, costs, damages, suits, proceedings arising from, attributable to, or caused or contributed to by Medavie, including its said officers, directors, shareholders, affiliates, agents, servants, and/or employees.

(c) In no event shall either party or any of its representatives be liable under this Agreement to the other party or any third party for any consequential, indirect, incidental, exemplary, special, or punitive damages whatsoever, including any damages for business interruption, loss of use, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability, or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching party was advised of the possibility of such damages.

(d) Subject to Section 26.02(c), in no event shall Medavie's aggregate liability arising out of or related to this Agreement, whether arising out of or related to

breach of contract, tort (including negligence) or otherwise exceed \$20,000,000.00.

26.03 Medavie shall maintain during the term of this Agreement, a policy of comprehensive insurance coverages which shall include the County as an additional insured and which policy or policies shall provide the following coverages on terms and condition that include the following:

(a) Commercial General Liability Insurance, in a form and of a substance acceptable to the County, providing limits of not less than \$20,000,000.00 per occurrence for third party bodily injury and property damage. This policy should cover all activities and operations of Medavie and also cover;

- ▶ Contractual liability
- ▶ Employer's liability
- ▶ Non-owned automobile liability
- ▶ Premises and operations liability
- ▶ Products and completed operations liability
- ▶ Blanket contractual liability
- ▶ Broad Form Property Damage
- ▶ Contingent Employer's Liability
- ▶ Cross liability
- ▶ Severability of Interests
- ▶ Owners and Service Providers Protective
- ▶ Personal Injury Liability, including liability arising out of false arrest, detention or imprisonment or malicious prosecution Libel, slander or defamation of character Invasion of Privacy Wrongful eviction or wrongful entry

(b) Medical Malpractice coverage having a limit of not less than \$20,000,000.00 per claim shall be provided covering all medical acts performed in relation to the provision of Services hereunder.

(c) All Risks Property Insurance coverage shall be provided to cover all property, contents and equipment owned by Medavie or that equipment owned by the County but provided to Medavie for their use to carry out their operations under this Agreement. Medavie shall include the County as a loss payee for any buildings, equipment or contents owned by the County which is in Medavie's possession, and which Medavie is responsible for insuring.

(d) Automobile Insurance for all vehicles owned by the County and leased by Medavie to be used in connection with the Services. Such insurance must name the Corporation of the County of Elgin as the registered owner/lessor and should include third party liability limits of at least \$20,000,000.00 per occurrence and also include physical damage coverage on All Perils basis. Medavie agrees to pay any deductibles associated with any and all claims made pursuant to this coverage.

(e) All Risks Property Clause that adds the County, its servants, officers, employees and agents as additional named insureds;

(f) All Risks Property Clause confirming that the Insurance as described above is for actual cash value of ambulance vehicles;

(g) Cross-Liability insurance clause endorsement acceptable to the County;

(h) Clause requiring the insurer to provide fifteen (15) days prior written notice to the County in the manner set forth in the insurance policy in the event of cancellation for non-payment of the premium and thirty (30) days prior written notice to the County in the event of the termination, expiry, variation or non-renewal of the policy for any other reason;

(i) Clause certifying that the coverage afforded to the County under the insurance policy shall not be affected in any way by an act or omission of Medavie or its personnel or errors and omissions coverage in lieu of the aforementioned clause;

j) Clause including liability arising out of contract or Agreement;

(k) If the policy is to be cancelled or non-renewed for any reason, ninety (90) days' notice of said cancellation or non-renewal must be provided to the County. Medavie shall provide the County certificates of insurance to confirm continuity of insurances in place.

Professional Liability Insurance

26.04 (a) If applicable and as required by the County, Medavie shall maintain, during the term of the Agreement or any extension thereof, Professional Liability Insurance and /or Errors and Omissions (E&O) coverage of not less than \$20,000,000 per claim and effective on a claims made basis. The policy is to be renewed for three (3) years following expiry or termination of this Agreement or any extension thereof. A Certificate of Insurance evidencing renewal is to be provided each and every year of the term of this Agreement or any extension thereof. If the policy is to be cancelled or not renewed for any reason, ninety (90) days' notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an Extended Reporting Endorsement be purchased by Medavie at Medavie's sole cost.

(b) Medavie shall, from time to time upon request, submit to the County, 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 required terms and clauses.

SECTION 27 - MEDAVIE AS INDEPENDENT CONTRACTOR

27.01 Medavie shall at all times be and be deemed to be an independent contractor and the personnel of Medavie shall at all times be the employees of Medavie and shall not be the employees of the County.

SECTION 28 - NOTICES

28.01 (a) Any notice or other communication to be given by either party hereto to the other shall be deemed to have been sufficiently given if posted by pre-paid registered mail or delivered by hand or by facsimile transmission to the other party as follows:

In the case of Medavie:

Attention: Medavie EMS Elgin Ontario Inc.
125 Edward Street
St Thomas N5P 4L9

With a copy to: Medavie EMS Inc.
230 Brownlow Avenue,
Suite 210
Dartmouth, Nova Scotia B3B 0G5

Attention: Chief Operating Officer

In the case of notice to the County:

Director of Engineering Services
The Corporation of the County of Elgin
450 Sunset Drive
St. Thomas, Ontario N5R 5V1

Facsimile number: 519-631-4297

(b) Where notice is given by registered mail, it shall be deemed to have been received on the third business day after date of mailing. Where notice is given personally or by facsimile, it shall be deemed to have been received on the date of delivery or faxing.

(c) Each party shall provide the other party with timely notice, in writing, of any change in address, telephone number, or facsimile number, the proof of which lies upon the party making the change.

SECTION 29 - FORCE MAJEURE

29.01 Notwithstanding any other provision in this Agreement and any specific obligation created thereunder, in the event that the performance of any obligation hereunder is delayed, hindered, or prevented by reason of strike, lockout, insurrection, war, acts of God, the elements, or order of any legislative body exercising duly authorized authority, or other reason of a like nature which is not the fault of the party from whom performance is required, then such non-performance shall be excused for the period of such delay and neither party shall be liable to the other as a result of such specific non-performance; provided that Medavie shall not be entitled to or be paid any monies by the County when no Services are being provided and Medavie shall be paid only a proportionate share of the fixed-cost price, in keeping with and based upon the extent of Services being provided, during such Forced Majeure event; and provided further that Medavie shall forthwith resume provision of all Services contemplated hereunder immediately following the end of such Forced Majeure event.

SECTION 30 - REPRESENTATIONS AND WARRANTIES

30.01 Medavie represents and warrants that it is duly authorized and empowered to enter into and carry out the terms and conditions of this Agreement.

30.02 Medavie represents and warrants that there is no claim, action, suit or proceeding pending or to its knowledge threatened against it, and not 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.

30.03 The Parties hereto acknowledge and agree that, in the absence of receipt of any Notice of Claim during such time period, the requirements and obligations hereunder shall survive expiry or termination of this Agreement or any extension thereof for a period of three (3) years from the effective date of such expiry or termination, including but not limited to sections 3.02, 4.04, 4.05, 8.03, 8.05, 9.04, 14.01, 14.02, 15.01, 15.02, 15.03, 15.04, 16.09, 16.10, 16.11, 19.03, 19.08, 22.08, 22.12, 26.02, 37.01 and 37.02 and this section; provided that, if a Notice of Claim is received during such three (3) year time period, any and all relevant provisions, and the requirements and obligations thereunder, shall continue to survive until disposition of any such claim and/or appeal thereof.

30.04 Medavie represents and warrants that the financial statements and other financial information relating to Medavie furnished to the County (and to be furnished from time to time pursuant to the provisions of this Agreement) have been prepared in accordance with generally accepted accounting principles applied on a consistent

basis, are true, correct and complete in all material respects and present fairly the consolidated financial condition of Medavie as of the dates thereof. The financial condition of Medavie is at least as good as the financial condition reflected in the financial statements provided to the Corporation of the County of Elgin prior to the execution of this Agreement.

30.05 Medavie represents and warrants that it is not in default or breach of any of its obligations under any contracts, agreements, commitments or other instruments to which it is a party and by which it is bound, to the extent that such default or breach could have a material adverse effect on Medavie's ability to carry out the Services herein.

30.06 Medavie warrants and represents that to its best knowledge, there are no existing or threatened labour strikes or labour disputes, grievances, controversies or other labour troubles affecting Medavie. Medavie has complied with all laws, rules, regulations and orders applicable to it relating to employment, including those relating to wages, hours, collective bargaining, employment standards and workers' compensation. There are no outstanding charges or complaints against the Medavie relating to unfair labour practices or discrimination under any legislation relating to employees.

30.07 Medavie warrants and represents that it is conducting its business and will perform the Services in compliance with all federal, provincial, municipal and other laws, regulations and orders of any government or governmental or regulatory authority. Without limiting the generality of the foregoing, Medavie is in compliance with and will, during the term of this Agreement or any extension thereof, render the Services in compliance with;

- ▶ The Ambulance Act (Ontario);
- ▶ The Ministry of Health Act (Ontario);
- ▶ The Health Facilities Special Orders Act (Ontario);
- ▶ The Occupational Health and Safety Act (Ontario);
- ▶ The Ontario Human Rights Code;
- ▶ The Pay Equity Act (Ontario);
- ▶ The Employment Standards Act (Ontario);
- ▶ The Labour Relations Act (Ontario);
- ▶ The French Language Services Act (Ontario);
- ▶ The Municipal Freedom of Information and Protection of Privacy Act (Ontario); The Coroner's Act (Ontario); The Municipal Act, 2001 (Ontario); Emergency Management & Civil Protection Act, and all by-laws enacted by the Corporation of the County of Elgin prior to the date hereof or such new by-laws which have been provided by the County to Medavie thereafter.

30.08 Should anything occur which could be construed as a breach or default under the representations and warranties herein, Medavie shall provide the County with immediate notification thereof. Without limiting the foregoing, Medavie shall

provide notification to the County in the event of;

- ▶ any strike or lock-out;
- ▶ anticipated strike or lock-out;
- ▶ any law suit or proceeding commenced or threatened against it; and any notice of revocation or non-renewal of any license or permits necessary to the operation of Medavie and the rendering of the Services herein.

SECTION 31 - SEIZURES

31.01 Medavie shall forthwith give notice to the County 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 Medavie used in the provision of the Services hereunder or the ability of Medavie to provide the service at any time during the term of this Agreement. Upon receipt of such notice, the County may, at its sole discretion, terminate this Agreement. Subject to the Municipal Freedom of Information and Protection of Privacy Act, all such notices shall be kept confidential by the County and not released without the written consent of Medavie.

SECTION 32- STATEMENTS

32.01 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 expressed modification of or permission granted or approved under this Agreement.

SECTION 33 - FURTHER ASSURANCES

33.01 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.

SECTION 34 - VALIDITY

34.01 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 severed and deleted.

SECTION 35 - NON-WAIVER

35.01 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. The waiver of a breach of any provision by either party shall not 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.

SECTION 36 - GOVERNING LAW

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

SECTION 37 – INTENTIONALLY DELETED

SECTION 38 - SALE OR DISCONTINUANCE OF MEDAVIE'S BUSINESS

38.01 No person shall, at any time, take any steps to sell, transfer, dispose of or discontinue Medavie or Medavie's business without first notifying the County in writing.

38.02 Where it is proposed that a sale, transfer, or disposition of Medavie or Medavie's business includes an assignment of this Agreement or any extension thereof, any such sale, transfer or disposition shall be subject to the approval of the County.

38.03 Where a sale, transfer or disposition described in paragraph 38.02 is undertaken without the consent of the County, this Agreement shall automatically terminate and sections 4.04 and 4.05 shall apply.

38.04 Where Medavie proposes to discontinue its business, Medavie shall provide to the County at least six (6) months written notice of same. Medavie shall take all such steps as may be necessary to ensure an orderly transition of rights and obligations hereunder to any successor Proponent providing the Services contemplated by this Agreement. Notwithstanding anything herein to the contrary, sections 4.04 and 4.05 shall apply to any such discontinuance.

38.05 Notwithstanding the foregoing provisions of this section 38, a change of control or assignment of this Agreement to another entity which is controlled directly or indirectly by the current indirect shareholder of Medavie, whether by reorganization, amalgamation or otherwise, shall not be deemed to require the consent of the County. For greater certainty, this section is deemed to apply only to a sale of the business to a third party or change of control which results in a third party becoming the controlling shareholder of Medavie.

SECTION 39 - ENUREMENT

39.01 This Agreement and the provisions contained herein are binding upon and enure to the benefit of the Parties hereto and their respective successors and, if approved, assigns.

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SECTION 40 – SIGNATURES

40.01 This Agreement may be executed in counterparts, each of which, when so executed, shall constitute one and the same document. This Agreement may also be executed by electronic signature in accordance with the *Electronic Commerce Act, 2000* (Ontario) or any electronic signatures policy of the County that may be in force from time to time. It may also be signed, whether or not in counterpart, scanned to PDF format and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have hereunder executed this Agreement under hands and seal of their duly authorized officers at the place and upon the dates noted below.

Dated at _____, this _____ day of _____)
May, 2024)

in the presence of)

) Corporation of the County of Elgin

) per: _____)
) Name: Ed Ketchebaw)
) Position: Warden)

) per: _____)
) Name: Blaine Parkin)
) Position: Chief Administrative Officer)

Dated at _____, this _____ day of _____)
May, 2024)

) We have authority to bind the Corporation

) Medavie EMS Elgin Ontario Inc.

) per: _____)
) Name:)
) Position:)

) I have authority to bind the Corporation

Schedule "A"

List of Services (General)

To provide high quality, ambulance service delivery, including rapid reaction and response times, which meets or exceeds the performance standards established by the County of Elgin and the Ministry of Health;

To ensure that the operational plan, now and in the future, responds effectively to community needs and the changing health care environment;

To maintain and develop ambulance services as part of a balanced, seamless and integrated health care system, including the interaction with other allied emergency services;

To work with other emergency services in designing and implementing complementary and effective emergency health care services including deployment and other system designs;

To ensure that staff resources are effectively, efficiently and economically utilized through the design and implementation of human resource management plans, including continuing quality assurance, continuing education and seasonal staffing needs;

To ensure that operations are carried out in a safe environment;

To implement effective communication and working relationships with the balance of the health care system in the County, and beyond, including the base hospitals, the hospitals in the County other health care facilities and other emergency services;

To achieve effective public relations through a cooperative planned approach with the County, which is based upon an ability to understand and relate to the community, including residents, physicians, and other health/emergency agencies;

To implement a cost-effective program for the preventative maintenance of all vehicles and equipment that supports a high quality, reliable service;

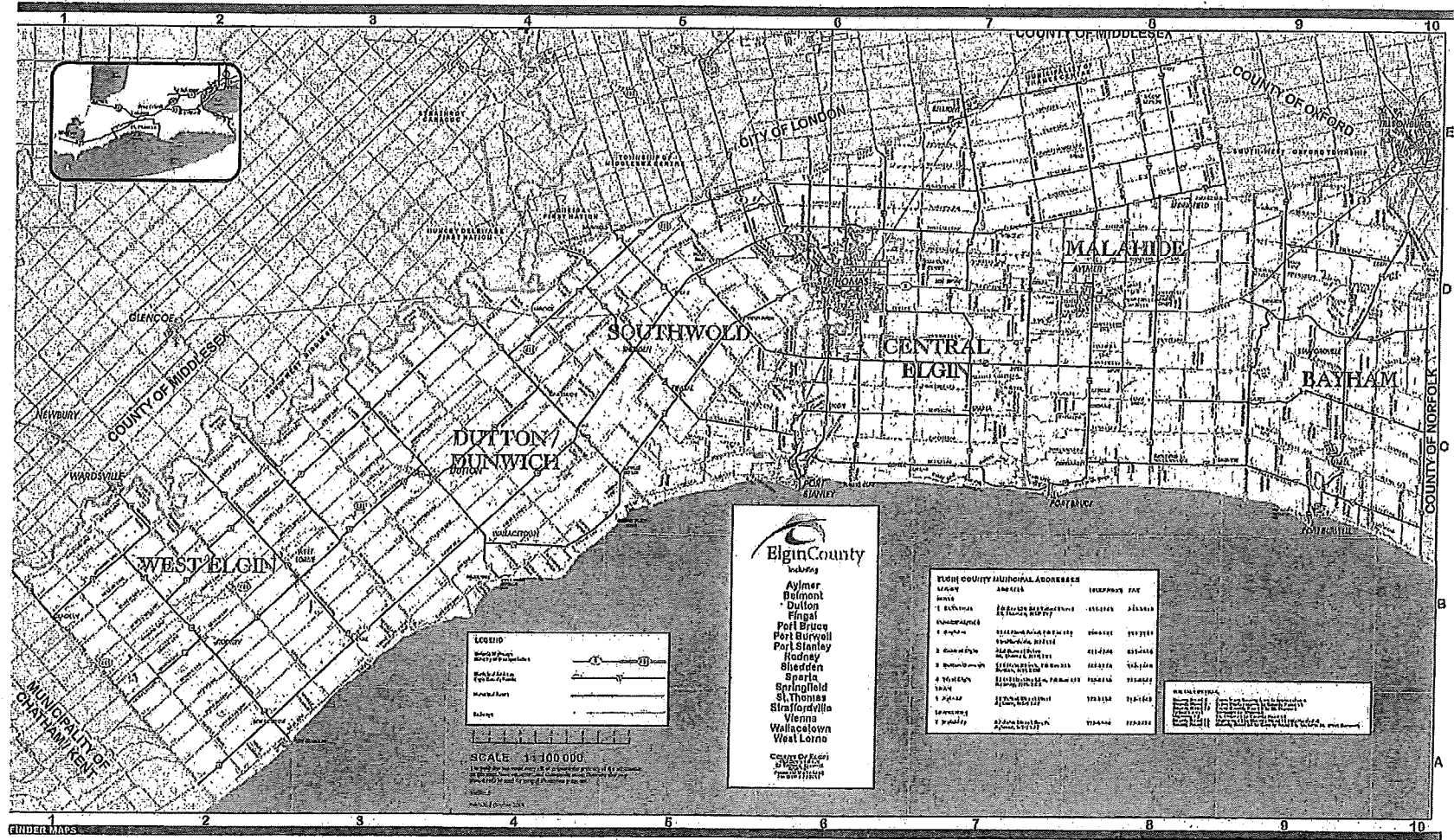
To implement/review a variety of planned activities, which will include; employee training and certification programs; risk assessment programs; consumables analysis and assessments; quality assurance programs; equipment for use on the ambulance; first responder program integration; programs in prevention education, early recognition, and other bystander action programs, i.e. System access and Community CPR.

Schedule "B"

Coverage Area

The Coverage Area is all lands located within the territorial limits of the County of Elgin and separated City of St. Thomas and more specifically including the lands within the said City of St. Thomas, Municipality of Bayham, Township of Malahide, Municipality of Central Elgin, Township of Southwold, Municipality of Dutton/Dunwich, and Municipality of West Elgin; provided that the Proponent will be required to respond to dispatches outside of the territorial limits described above as directed by the CACC.

The identified coverage area is depicted in the attached sketch.



Elgin County
 Including
 Aymer
 Belmont
 Dutton
 Elgin
 Port Bruce
 Port Burwell
 Port Stanley
 Rodney
 Shedden
 Sparta
 Springfield
 St. Thomas
 Stratfordville
 Vienna
 Wallaceown
 West Lorne
 County of Elgin
 Elgin County
 Elgin County

ELGIN COUNTY MUNICIPAL ADDRESSES

MUNICIPALITY	ADDRESS	TELEPHONE	FAX
1. Elgin	100 Queen St. E. Elgin	433-1145	433-1145
2. Port Bruce	100 Queen St. E. Port Bruce	904-0100	904-2100
3. Port Burwell	100 Queen St. E. Port Burwell	412-2000	412-2000
4. Port Stanley	100 Queen St. E. Port Stanley	433-2100	433-2100
5. Rodney	100 Queen St. E. Rodney	433-2100	433-2100
6. Shedden	100 Queen St. E. Shedden	433-2100	433-2100
7. Sparta	100 Queen St. E. Sparta	433-2100	433-2100
8. Springfield	100 Queen St. E. Springfield	433-2100	433-2100
9. St. Thomas	100 Queen St. E. St. Thomas	433-2100	433-2100
10. Stratfordville	100 Queen St. E. Stratfordville	433-2100	433-2100
11. Vienna	100 Queen St. E. Vienna	433-2100	433-2100
12. Wallaceown	100 Queen St. E. Wallaceown	433-2100	433-2100
13. West Lorne	100 Queen St. E. West Lorne	433-2100	433-2100

LEGEND

- Water
- Road
- Boundary
- Property Line
- Well
- Electric Line
- Gas Line
- Water Line
- Sanitary Sewer
- Storm Sewer
- Telephone Line
- Power Line
- Other

SCALE 1:100,000

1:100,000
 1 cm = 1 km
 1 inch = 25.4 mm

NOTES

1. This map is a reproduction of the original map and is not to be used for legal purposes.

2. The map is a reproduction of the original map and is not to be used for legal purposes.

3. The map is a reproduction of the original map and is not to be used for legal purposes.

SCHEDULE "C"
STAFFING PATTERN

Station	Front Line Ambulances	Staffing Pattern	Annual Unit Hours
St. Thomas – Edward Street	1	24hr/7 day	8,760
	1	12hr/7 day – 11:00 – 23:00	4,380
St. Thomas – Shaw Valley	1	24hr/7 day	8,760
	1	12hr/7 day – 08:00 – 20:00	4,380
Aylmer	1	24hr/7 day	8,760
Rodney	1	24hr/7 day	8,760
Dutton	1	24hr/7 day	8,760
Bayham	1	12hr/7 day – 07:00-19:00	4,380
Total			56,490

SCHEDULE "D"

COLLECTIVE AGREEMENT

SCHEDULE "E"
COST OF SERVICES/ MONTHLY PAYMENT

SCHEDULE "E"

Costs of Services/Monthly Payment

Costs of Services

		2024	2025	2026
Management Team	Include all direct labour costs for management team. (Includes operation managers, duty managers, station managers)	\$ 1,293,647	\$ 1,332,454	\$ 1,372,426
Management Team Benefits	Include all indirect labour costs for the management team such as but not limited too; statutory holiday pay, vacation pay, sick time, other paid absences, employment insurance, Ontario Municipal Employee Retirement System, employment health tax, group benefits, workman's safety and insurance board, part time pay in lieu of benefits.	\$ 405,959	\$ 416,138	\$ 430,682
Paramedics	Include all direct labour costs for the paramedics	\$ 5,384,185	\$ 5,547,134	\$ 5,715,095
	Average Hourly Wage Rate	\$ 47.28	\$ 48.71	\$ 50.19
	Number of Hours	113,880	113,880	113,880
Paramedics Benefits	Include all indirect labour costs such as but not limited too; statutory holiday pay, vacation pay, sick time, other paid absences, employment insurance, Ontario Municipal Employee Retirement System, employment health tax, group benefits, workman's safety and insurance board, part time pay in lieu of benefits.	\$ 3,598,664	\$ 3,711,205	\$ 3,827,484
Training	Include all mandatory training costs for the paramedics and management team.	\$ 288,944	CPI Adjusted	CPI Adjusted
Severance Pay	Include all mandatory costs associated with severance pay.	\$		
Medical Supplies & Equipment	Include all costs for medical supplies and equipment, oxygen, drugs, uniforms and shoes, linen replacement and laundering	\$ 398,475	CPI Adjusted	CPI Adjusted
Ambulance and Emergency Response Vehicle	Include all costs for preventable maintenance repairs, parts, tires and fuel, oil and gas.	\$ 436,444	CPI Adjusted	CPI Adjusted
Facility	Include all leasing costs, property taxes, building maintenance and utilities.	\$ 479,294	CPI Adjusted	CPI Adjusted
Office Expense	Include all costs for telecommunications, office supplies and forms, equipment, courier, mail.	\$ 195,415	CPI Adjusted	CPI Adjusted
Public Relations Services	Include all costs for paramedics, public relations publications.	\$ 12,898	CPI Adjusted	CPI Adjusted
Insurance and Professional Services	Include all insurance costs for building and contents, malpractice, liability and vehicle. All professional costs for auditing, legal, public relations, bank charges to be included.	\$ 214,322	CPI Adjusted	CPI Adjusted
	Cost for Providing Service	\$ 12,708,248	CPI Adjusted	CPI Adjusted

Fixed Price / Monthly Payment

Total Costs	\$ 12,708,248	CPI Adjusted	CPI Adjusted
Monthly Payment	\$ 1,059,021	CPI Adjusted	CPI Adjusted

Costs for additional 12 hours of Service if requested or required due to call volume increase

		2024	2025	2026
Salaries & Wages		\$ 435,830	\$ 448,905	\$ 462,372
	Average Hourly Wage Rate	\$ 49.75	\$ 51.24	\$ 52.78
	Number of Hours	8760	8760	8760
Benefits		\$ 237,852	\$ 244,988	\$ 252,337
Training		\$ 6,933	CPI Adjusted	CPI Adjusted
Uniforms		\$ 7,763	CPI Adjusted	CPI Adjusted
Medical Supplies		\$ 13,537	CPI Adjusted	CPI Adjusted
Vehicle		\$ 15,784	CPI Adjusted	CPI Adjusted
Shared Services		\$ 21,531	CPI Adjusted	CPI Adjusted
	Cost for Providing additional 12 Hour Service	\$ 739,230	CPI Adjusted	CPI Adjusted

Extraordinary Services

Extraordinary Measures is defined in Section 6.05 of the Agreement

The average hourly rate identified above plus 20% for overhead costs; (overhead to include management time, consumables, benefits and all other overhead) will be used to determine extraordinary measures payment based on hours as negotiated on a per incident basis.

CPI Adjustment Mechanism

Costs above noted as CPI adjusted in years following the initial year of this contract will be adjusted annually for changes in the Ontario consumer price index using the October 12-month change. The revised annual cost and monthly payment will be provided to the County by December 15th of each year or as soon after, once Ontario October CPI is publicly available. The County will have 30 days to review the revised annual cost and monthly payment before the CPI adjusted monthly payment will be required to be paid at the beginning of the next calendar year.

Call Volume Increase

In the event the service call volume increases substantially and materially degrades the level of service delivery, the Parties agree to use best efforts to cooperate in resolving the issue(s) arising from the increase in call volume.

Project Management

In the event the County requests Medavie to perform work that requires significant allocation of resources, such as but not limited to a project team or travel expenses not contemplated by the Services subject to the terms and conditions of this Agreement ("Project Work"), the parties agree that they shall separately negotiate the scope, timelines, deliverables, cost and any other applicable terms and conditions of such Project Work.

Schedule "F"

Patient Care Policy

To ensure that Basic Life Support Level Patient Care is performed in a safe, efficient, appropriate and timely manner. To provide a measure of protection for patients receiving service and individuals providing service. To provide a rational basis for paramedics decision-making judgments. To assist less experienced paramedics or recent graduates in developing and focusing decision making skills and to assist more experienced paramedics in refining and perfecting these skills. To provide a fair and objective basis for assessment of paramedics performance. To identify training and continuing education needs of paramedics. To provide direction in the development of assessment and testing programs for paramedics. To provide direction in the development of audit and other quality assurance objectives for ambulance service operators, medical control authorities and others involved in quality assurance activities for ambulance services. And to provide assistance and direction in decision-making for Emergency Health Services Branch Staff, ambulance service operators and others involved with resource allocation.

Medavie shall follow the direction of Basic Life Support Patient Care Standards, from the Emergency Health Services branch Ministry of Health and Long Term Care.

SCHEDULE "G"

ELGIN COUNTY STATIONS

ELGIN COUNTY : Approved Ambulance Distribution by Location and Shift

Ambulance Station / Post #		Location	Hours		
			24 hours	Other	
00	St Thomas	125 Edward Street	07:00 - 19:00 / 19:00 - 07:00	11:00 – 23:00	
02	St Thomas	31 Shaw Valley Drive	09:00 – 21:00 / 21:00 – 09:00	08:00 – 20:00	
06	Aylmer	49452 Talbot Line	07:00 - 19:00 / 19:00 - 07:00		
04	Dutton	29493 Pioneer Line	08:00 – 20:00 / 20:00 – 08:00		
05	Rodney	210 West Alley	07:00 - 19:00 / 19:00 - 07:00		
09	Port Burwell -	55451 Nova Scotia Line	07:00-19:00		

SCHEDULE “H”

Equipment Maintenance

Medavie EMS Elgin Ontario has a preventative maintenance schedule in place for all patient carrying equipment including stretchers, pole stretchers, scoop stretchers, and stair chairs.

The above-mentioned patient carrying equipment is subject to preventative maintenance every four months.

Medavie EMS Elgin Ontario has a preventative maintenance schedule in place for all defibrillators. They are subject to preventative maintenance on an annual basis.

Medavie EMS Elgin Ontario has a preventative maintenance schedule in place for all oxygen and suction equipment including D tank regulators, M tank regulators, portable suction units, vehicle mounted suction units, and flow meters.

The above-mentioned oxygen and suction equipment is subject to preventative maintenance every six months.

The oxygen texting machine is sent for calibration annually.

SCHEDULE "I"
ANNUAL STATUTORY DECLARATION

Medavie EMS Elgin Ontario Inc, of 125 Edward Street, St. Thomas, in the Province of Ontario, does declare as follows:

That Medavie EMS Elgin Ontario Inc. have paid all known supplier invoices, payroll taxes and any other expenditures that pertain to the Land Ambulance Service Contract between the County of Elgin and Medavie EMS Elgin Ontario Inc., for the Period of January 1, [preceding year] and December 31, [preceding year].

We make this declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at _____, in the Province of Ontario, on this _____ day of _____, 20__.