Labrador-Grenfell
Health

Program Review of Labrador Ambulance Service's Compliance with the Ambulance Service Agreement

Submitted by: Labrador-Grenfell Health

Antionette Cabot, Regional Director, Population Health, Ambulatory Care & Paramedicine
T: 709 931-2528 • F: 709 931-2896
antionette.cabot@lghealth.ca • www.lghealth.ca

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The Ambulance Service Agreement being reviewed is between: Her Majesty in Right of Newfoundland and Labrador as represented by the Minister of Health and Community Services for Province of Newfoundland and Labrador, Labrador-Grenfell Regional Health Authority and Labrador Ambulance Services Limited (operating as Labrador Ambulance Service) dated Feb. 1, 2016 and signed by all parties on April 14, 2016 (Appendix A).

The review aligns with the Terms of Reference agreed upon by Labrador-Grenfell Health and Department of Health and Community Services (Appendix B).

Terms as defined in the contract:

> **Primary:** Staffed with two ambulance attendants (at least one Primary Care Paramedic) ready to respond within 10 minutes (90% of the time) 24 hours a day/seven days a week.
>
> **Full Time Equivalents:** A Full Time Equivalent (FTE) is defined as a Pre-Hospital Care Provider who is scheduled to work on the ambulance and who is paid for a minimum of forty (40) hours per week.
>
> **Funding Statement:** The funding Statement attached hereto as Schedule A.
>
> **Operator Profile:** The Operator Profile attached hereto as Schedule B.
>
> **FTEs by Private Operator and Base**: The FTEs by Private Operator and Base attached hereto as Schedule D.
>
> **Paramedics:** Primary Care Paramedics

Introduction

Labrador-Grenfell Health started the inquiry into staffing schedules and response time in October, 2016. Labrador-Grenfell Health had verbally requested information from Labrador Ambulance Service on three occasions and through emails on two occasions. Labrador-Grenfell Health was working with the Department of Health and Community Services to acquire the requested information. The first formal letter was issued March 1, 2017 (Appendix C). Subsequent letters followed, resulting in Labrador-Grenfell Health receiving the requested information from Labrador Ambulance Service. A meeting occurred, April 28, 2017, between Labrador-Grenfell Health and Labrador Ambulance Service to discuss response times at Happy Valley-Goose Bay. A follow-up email containing items discussed was forwarded on May 2, 2017 (Appendix D).

As a result of ongoing concerns, Labrador-Grenfell Health determined a formal program review was required. A review of the following was conducted:

- Staffing schedules from November 1, 2016 to March 31, 2017
- Response times (including special cases)
- Random chart audits
- Financial reports
- Automated Vehicle Locator data

A number of noteworthy findings/recommendations have also been included.

Schedule Review:

A review of staffing schedules for Labrador Ambulance Service was completed from November 1, 2016 to March 31, 2017 and compared with Schedule A, B, C, D of the signed contract.

The contract provides funding for two primary ambulances available twenty four hours a day seven days a week with a complement of four FTEs working days and four FTEs working nights with a combined total of eight per 24 hour period.

Schedule A, Section 8.1, Ambulances will be staffed with the following FTEs based on their designation as outlined in Schedule C. Schedule C identifies Labrador Ambulance Service as having a Primary #1, and Primary #2 ambulances service in and keeping with the Schedule B which identifies the base location as Happy Valley-Goose Bay and the number of required ambulances being two. Schedule D identifies that Primary #1 FTE allotment is four FTEs and Primary #2 FTE allotments are four FTEs for a combined total of eight FTEs.

Methodology:

Staffing records received from Labrador Ambulance Service were presented as biweekly pay periods with scheduled shifts changes being 6 am – 6 pm and 6 pm – 6 am. For purposes of this review the findings will be displayed monthly, identifying the number of days per month,

number of shifts per month requiring coverage and number of shifts that Labrador Ambulance Service were compliant with the contract. Staff scheduling varied, shifts were reviewed to reflect this variation:

- 6 am – 6 pm fully covered with four FTEs scheduled two ambulances in operation
- 6 pm – 6 am fully covered with four FTEs scheduled two ambulances in operation
- 6 am – 6 pm with two FTEs scheduled one ambulance in operation
- 6 pm – 6 am with two FTE scheduled one ambulance in operation
- Total number of shifts with two ambulance in operation
- Total number of shifts with one ambulance in operation
- The percentage of shifts per month with two ambulances operational.

November 1, 2016 to March 31, 2017

Staffing	November, 2016 (30 calendar days)	December 2016 (31 calendar days)	January 2017 (31 calendar days)	February 2017 (28 calendar days)	March 2017 (31 calendar days)
Shifts/ Month	60	62	62	56	62
6 am – 6 pm two ambulances operational	22	0	17	11	11
6 pm – 6 am two ambulances operational	25	6	25	17	24
Total Shifts two ambulances operational	47	6	42	28	35
6 am – 6 pm One ambulance operational	8	31	14	17	20
6 pm – 6 am one ambulance operational	5	25	6	11	7
Total Shifts with one ambulance operational	13	56	20	28	27
Percentage of shifts with two ambulances operational	78%	9%	67%	50%	56%

Total shifts requiring coverage from November 1, 2016 to March 31, 2017 = 302

Total shifts covered as per contract two ambulances fully operational from November 1, 2016 to March 31, 2017, and in compliance with contract = 158 (52%).

Total shifts covered with one ambulance in service, not in compliance with contract = 145 (48%).

Quality Review of Response Times:

Three special cases were reviewed:

- November 26, 2016, identified as Special Case 1.
- April 20, 2017, identified as Special Case 2.
- April 22, 2017, identified as Special Case 3.

Information for Special Case 1, Special Case 2 and Special Case 3 was gathered from Labrador Health Centre medical records and Labrador Ambulance Service records. In addition, a random selection of 13 charts was reviewed to assess response times.

Random Selection Process:

The review occurred at Happy Valley-Goose Bay, for the period of November 1, 2016 to March 31, 2017 inclusive. The review included dispatch forms at the Labrador Health Centre, the client's medical charts and the Patient Care Record form (the Patient Care Record form is the medical documentation completed by paramedics during transport). To ensure patient anonymity and non-bias, a randomized selection of charts were selected. Medical Records was requested to print Labrador Health Centre Emergency department registration records for each date and randomly select and cross reference the date/time to identify patient cases for review, as well as obtain client chart and Patient Care Record form for auditing purposes. During case selection the reviewer did not know the name of the client or the primary complaint.

Special Case 1 Investigation:

A letter was sent by Labrador-Grenfell Health to Labrador Ambulance Service requesting information for the review (Appendix E). A review of all calls and response times was completed for November 26, 2016 to assess response times for Special Case 1. Four calls were recorded for Labrador Ambulance Service for November 26, 2016. Call #1 was an inbound medevac, which Labrador Ambulance Service picked up at the airport with destination to Labrador Health Centre Emergency Department, Labrador Ambulance Service response times are self-reported:

- Call #1originated from Labrador Health Centre Emergency Department and was received by Labrador Ambulance Service at 12:30, wheels rolling at 13:00, arrived on scene 13:18, depart scene 13:38, arrived at destination 13:50.

- Call #2 (Special Case 1) was received Labrador Health Centre Emergency Department at13:25, Labrador Health Centre Emergency Department contacted Labrador Ambulance Service to respond. Labrador Ambulance Service had call #1 onboard and enroute to Labrador Health Centre.

- Call #3 was received at Labrador Health Centre Emergency Department at 13:53, call #1 arrived at the Emergency Department at 13:50.

- Labrador Health Centre ER prioritized call #3 above call #2 Special Case 1, this decision was based on patient acuity at time of call. Labrador Ambulance Service then responded to call #3, Labrador Health Centre ER received call at 13:53, Labrador Ambulance Service was in Labrador Health Centre ER at the time and were wheels rolling at 13:53, arrived on scene at 13:56, departed scene at 14:06, and arrived at destination 14:10.

- Labrador Ambulance Service then responded to call#2 Special Case 1 which was received by Labrador Health Centre ER at 13:25, wheels rolling at 14:15, arrived at scene at 14:20, departed scene at 14:32, arrived at destination at 14:40.

- Call #4 was Labrador Ambulance Service returning medevac equipment used for to call#1 back to medevac helicopter, wheels rolling 15:38, arrived at scene 15:48, departed scene 15:55, arrived destination 16:05, arrived back to base at 16:20.

Noteworthy Findings:

- Call #1 received at Labrador Health Centre ER was not Special Case 1.
- Labrador Ambulance Service had one ambulance in operation on November 26, 2016, and not compliant with the contract.
- Documentation on the Patient Care Record by the responding paramedics was "*call response delayed due to two higher acuity emergencies in coverage area.*" Therefore the review was expanded to include all calls for November 26, 2016.
    - Review identified Labrador Ambulance Service was on a call when Special Case 1 call came in to Labrador Health Center Emergency Department and there was one (not two) higher acuity call which was Call #3.
- Labrador Ambulance Service **self-reported time** align with Labrador Health Centre Emergency Department recorded times.
- Time arrived back to Labrador Ambulance Service base was not documented on Patient Care Record form retrieved from client's chart, however, was documented on Patient Care Record form retrieved from Labrador Ambulance Service.

Special Case 2 Investigation:

A letter was sent by Labrador-Grenfell Health to Labrador Ambulance Service requesting information for the review (Appendix F). April 20, 2017- the review noted that the call actually occurred April 13, 2017. 911 received the call 09:14.47, transferred to Labrador Health Centre Emergency Department 09:15.24, Labrador Health Centre Emergency Department answered 09:15.38. Labrador Health Centre Emergency Department dispatch form notes that Labrador Ambulance Service was called 09:17, Labrador Ambulance Service documented on the Patient Care Record they received the call 09:17, wheels were rolling 09:27, arrived on scene 09:32, departed scene 10:10, arrived destination 10:15. Labrador Health Centre Emergency Department documented time of arrival 10:20 (Appendix G).

Noteworthy Findings:

- Labrador Ambulance Service documented time of receiving call align with the documented time Labrador Health Centre Emergency Department called Labrador Ambulance Service.
- Labrador Health Centre Emergency Department documented the time of arrival as 10:20, Labrador Ambulance Service documented time of arrival as 10:15.
- Time arrived back to Labrador Ambulance Service ambulance base was not documented on Patient Care Record retrieved from client's medical chart however was documented on Patient Care Record retrieved from Labrador Ambulance Service.
- Compliance with the contract could not be determined due to the timeframe of scheduling requested (the request covered November 1, 2016 to March 31, 2017).

Special Case 3 Investigation:

A letter was sent by Labrador-Grenfell Health to Labrador Ambulance Service requesting information for the review (Appendix H). April 22, 2017 call was received at the Labrador Health Centre Emergency Department 11:30, Labrador Health Centre Emergency Department dispatch form notes Labrador Ambulance Service was called 11:32, Patient Care Record from Labrador Ambulance Service documents receiving the call11:32, wheels rolling 11:40, arrived at scene 11:50 departed scene 12:00 and arrived at hospital 12:10.

Noteworthy Findings:

- Labrador Ambulance Service documented time of receiving call align with the documented time Labrador Health Centre Emergency Department.
- Labrador Health Centre Emergency Department documented time of arrival 12:10, Labrador Ambulance Service documented time of arrival 12:15.
- Time arrived back to Labrador Ambulance Service ambulance base was not documented on Patient Care Record retrieved from client's medical chart however was documented on Patient Care Record retrieved from Labrador Ambulance Service.

- Compliance with the contract could not be determined due to the timeframe of scheduling requested (the request covered November 1, 2016 to March 31, 2017).

13 Random Selected Cases:

All 13 calls originated through 911 where call times are digitally recorded. The digitally recorded times were compared with Labrador Health Centre Emergency Department recorded times and showed a mean variation of three minutes.

- Six charts noted Labrador Ambulance Service **self-reported** times were aligned with Labrador Health Centre Emergency Department recorded times.
- Two charts were not aligned with Labrador Health Centre Emergency Department recorded times.
- Four charts did not have Patient Care Record forms.
- One chart did not have the required times as required by Labrador Ambulance Service.

Financial Report:

The financial report is being completed by the Department of Health and Community Services.

Automatic Vehicle Locator Global Positioning System Response Time Validation:

The Automatic Vehicle Locator system tracks and records all movements of ambulances as well as operational events: ignition on; ignition off; siren on; light bar on; and idle time. These times can determine the chronological sequence of events and change in location.

The Automatic Vehicle Locator system units were installed on the two Labrador Ambulance Service ambulances on March 22, 2017. The Automatic Vehicle Locator database there are two vehicles identified:

- FRK - GBay 01 (EAD 280)
- FRK - GBay 02 (EAD 059)

Automatic Vehicle Locator was used to validate the response times for the three special cases. The Department of Health and Community Services compared the 911call times and Labrador Ambulance Service **self-reported** call times with the Automatic Vehicle Locator on each ambulance. It was determined that all times aligned.

Review Noteworthy Findings/Recommendations:

- Expand the review to include April1, 2017 to May 31, 2017 to determine compliance with contract for special case 2 and 3.

- Increase community education and awareness of the role of 911 to encourage utilization of 911.
- Provide Labrador Health Centre Emergency Department nurses with dispatch education.
- Implement a central dispatch for Labrador-Grenfell Health.
- Implement monthly monitoring of Labrador Ambulance Service for staffing compliance with the contract.
- Relocate Labrador Ambulance Service base to more central location within Happy Valley-Goose Bay.
- Implementation of Electronic Patient Care Record Form.

Events Since Recommendations:

- Review has been expanded to include April 1, 2017 to May 31, 2017. A formal letter of notification has been sent to Labrador Ambulance Service (Appendix I).
- Confirmation received June 12, 2017 that Labrador Ambulance Service has permanently relocated the ambulance base to 120B Hamilton Rd., Happy Valley-Goose Bay.

Conclusion:

Labrador-Grenfell Health wishes to acknowledge Labrador Ambulance Services timely responses for requested information during the formal review process as well as the close partnership and guidance of the Department of Health and Community Services.

The review identified gaps in service delivery and noncompliance with elements of the contract signed between Labrador Ambulance Services, Labrador-Grenfell Health and the Department of Health and Community Services.

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

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

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

AND: **LABRADOR AMBULANCE SERVICES LIMITED** (Operating as **LABRADOR AMBULANCE SERVICE**) (hereinafter the "Service Provider")

Collectively referred to as "the Parties"

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

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

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

AND WHEREAS: The purpose of this Agreement is to ensure the provision of ambulance services for the people of Newfoundland and Labrador (the "Province"), to define the services to be provided and to set out the terms and conditions under which these services are to be provided by the Service Provider and the RHA.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, and subject to the terms and conditions hereinafter set out, the Parties hereto agree as follows:

Definitions

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

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

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

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

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

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

iv. **Available** - No ambulance staff assigned to the ambulance but the ambulance must perform fifty (50) transports per year to maintain funding; and

v. **Mileage Only** No ambulance attendants assigned to the ambulance. The ambulance will operate under the Secondary ambulance hours of service for the ambulance profile they are attached to.

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

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

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

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

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

EMR or paramedic who is paid fifty (50) hours per week would be considered to be equivalent to 1.25 FTEs.

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

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

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

l) **Paramedics:** Primary Care Paramedics

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

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

o) **Pre-hospital Care Providers**: Personnel working in the Pre-Hospital medical response environment including Medical First Responders, Emergency Medical Dispatchers, Emergency Medical Responders, Primary Care Paramedics, Advanced Care Paramedics and Critical Care Paramedics.

p) **Private operators:** includes members of Newfoundland Association of Ambulance Services, NL Ambulance Operators Association, and four (4) independent operators].

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

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

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

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

u) **Service Agreement**: This Agreement and appended Schedules and any amendments made in accordance with this Agreement.

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

Term of Agreement

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

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

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

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

Obligations of the Service Provider

5. The Service Provider shall hold a valid Motor Carrier Certificate at all times during the term of this Agreement. Should the Motor Carrier Certificate be

terminated or revoked during the term of this Agreement, the Service Provider shall immediately notify the RHA.

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

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

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

9. The Service Provider acknowledges having online access to the Standards Manual and the Policies and Procedures Manual and being aware that additional copies are available from the Minister.

10. The Service Provider shall provide FTE staffing information of all ambulance personnel to the RHA annually for the period ending March 31st. This information shall include the total number of hours paid for the year. An officer of the Service Provider shall sign the information submitted to the RHA verifying its accuracy.

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

12. The Service Provider acknowledges the right of the RHA, upon two (2) days' notice, to access its premises, for any of the following purposes:

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

    (B) to inspect and make copies of all records pertaining to maintenance, patient fees, patient fee collections, dispatch records, proof of errors and omissions insurance; and/or

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

13. The RHA further reserves the right to:

    (A) visit the premises of the Service Provider, without notice, to evaluate compliance with the Service Agreement's terms, including but not limited to the Policies and Procedures Manual and the Ambulance Operations Standards Manual;

    (B) on twenty-four (24) hours' notice, visit the premises of the Service Provider to review ambulance attendant staff listings, timesheets,

and operator payroll records, or to request such records be emailed or faxed within twenty-four (24) hours to the Minister, or the RHA, or their auditor, as the case may be;

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

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

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

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

17. The parties acknowledge that the Confidential Information acquired by the parties, its Representatives and/or employees in the performance of this Agreement and in particular personal information, is subject to privacy legislation, including without limitation the *Personal Health Information Act*, SNL 2008, c. P-7.01; the *Privacy Act*, RSNL 1990 c. P-22; the *Access to Information and Protection of Privacy Act*, SNL 2015 c. A-1.; and the *Personal Information Protection and Electronic Documents Act*, SC 2000 c. 5. The parties are responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information related to the treatment of Confidential Information by the parties, its Representatives and/or employees.

18. Where a meeting is initiated by the Minister or the RHA with an ambulance attendant for the purpose of discussing matters of quality assurance, the parties acknowledge that the ambulance attendant has the right to receive three (3) days' notice, and to have a representative of his/her choice attend the meeting with him/her. The Minister or the RHA will, immediately after notifying the ambulance attendant of the date and time of the meeting, notify the Service Provider of the date and time of the meeting. The ambulance attendant may elect whether he/she wants the Service Provider to be present during the meeting, provided that the Service Provider's attendance does not unduly delay scheduling the meeting. This meeting shall not be held where contrary to PMO policy regarding professional practice and review committees.

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

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

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

22. The Service Provider shall pay all costs and expenses associated with the provision of ambulance services including but not limited to operating expenses, costs associated with medical oversight, insurance costs, administrative costs, fines, capital costs, human resources costs and all other costs exclusive of any subsidized training that may be available. The RHA will continue to supply medical and intravenous supplies, as per past practice.

23. The Service Provider shall immediately, upon becoming aware of the laying of a criminal charge or a conviction being entered that relates to or that could impact on its delivery of ambulance services, notify the Registrar in writing.

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

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

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

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

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

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

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

(B) All ambulance crews (or the individual operator's dispatch system) must notify the RHA's dispatch system on arrival at a health facility.

Prior to leaving the health facility without a patient, all ambulances must check in with the dispatch system to determine if there is a return patient.

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

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

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

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

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

Emergency Transport outside Service Area

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

(A) The Minister/RHAs will continue to recognize that each operator has a PUB assigned service area. Operators will maintain their assigned bases with the designated number of ambulances as outlined in Schedule C, Block Funding Allocations by Operator and

Base. There will be no basing of ambulances into another operator's PUB assigned service area.

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

Last Ambulance Authorization

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

CMDC Planning and Implementation

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

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

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

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

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

d) The Associations will be provided an opportunity to discuss with GNL and the consultant the final report's findings,

recommendations and the rationale for the recommendations provided.

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

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

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

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

AVL Equipment Installation

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

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

36. Operators may have their own equipment (in addition to HCS equipment).

37. Once AVL is installed, transports completed by ambulances without operating AVL will not be paid mileage unless prior written permission is received by the RHA dispatch, HCS or the CMDC to operate the ambulance without a functioning AVL.

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

Program Review

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

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

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

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

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

e) HCS commits to providing compensation to ambulance operator's additional operating costs associated with:

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

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

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

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

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

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

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

Obligations of the Minister/RHA

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

Service Provider shall be entitled to the greater financial benefit as provided in any similar agreement signed by another privately operated ambulance service.

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

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

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

46. In addition to all recourse or remedy available at common law or set out herein, the RHA, in the event of breach of this Agreement, may provide the Service Provider with a Notice of Non-compliance and, subject to the terms and conditions of this Agreement, damages may be assessed.

47. The Minister and the RHA shall make all reasonable efforts to provide advice, guidance and assistance when requested to do so by the Service Provider or the Association.

Committee

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

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

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

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

Non-compliance

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

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

b) Where there is a shortfall in the ambulance operators required FTE hours: Deduction of the equivalent sum in block funding calculated as follows. (Repayment = Shortfall in FTE Hrs X Base FTE Paramedic Hourly Rate); and

c) Where there is a shortfall in retroactive 2014-2015 agreed wage increase payments to ambulance attendants: Repayment calculated on the basis of equivalent wage increase funding paid to the operator.

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

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

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

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

53. It is recognized that the RHA and the Service Provider must be made aware of all information relevant to the potential Non-compliance. Any information that is reasonably available upon receipt of the notice described in Article 50 above, cannot be relied upon during the Dispute Resolution process set out in this Agreement unless it has been presented to the RHA or the Service Provider, as the case may be.

54. After considering the information from the Service Provider, should the RHA be satisfied that the Service Provider is non-compliant, the Regional Health Authority may assess and recover damages from the Service Provider.

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

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

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

58. If there is a Dispute between the Service Provider and the RHA, the Service Provider must notify the RHA and the Minister should it wish to initiate the Dispute Resolution process. Initiation of the Dispute Resolution process by sending a written request to the Minister in accordance with Article 66 of this Agreement shall suspend the decision of the RHA to collect assessed damages until the conclusion of the internal review.

59. Notwithstanding any other provision of this Agreement, where there are concerns that a Service Provider cannot provide emergency ambulance service in its service area as outlined in this Agreement, the RHA may, upon consultation with the Minister, take all action necessary to immediately ensure the provision of adequate ambulance services.

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

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

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

Dispute Resolution

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

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

(ii) the interpretation of this Agreement or any other matter which arises in connection with this Agreement (a "Dispute") shall be referred for resolution in the manner specified in this Agreement.

64. In the case of a Dispute, the Service Provider and the RHA shall use reasonable efforts to settle the Dispute and shall negotiate with each other in good faith for a period of not less than ten (10) days in an effort to reach a fair and equitable solution.

Minister's Review

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

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

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

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

69. The Minister agrees that best efforts will be made to have the internal review completed within thirty (30) days of the appointment of an officer or officers of the

Department to conduct an internal review. Once the internal review is completed, the Minister shall advise the Service Provider and the RHA of the proposed resolution of the Dispute.

Courts

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

Force Majeure

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

Indemnification

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

73. Where the Service Provider receives and complies with instructions from the Minister or the RHA to cease to provide ambulance services in whole or in part,

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

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

Notices

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

The addresses for service are as follows:

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

The Service Provider
Contact information detailed in Schedule B

Labrador Grenfell Regional Health Authority
c/o Corporate Office
PO Box 7000, Station C
Happy Valley-Goose Bay, NL
A0P 1C0

The Parties to this Agreement may at any time change the address for service as set forth herein by notice in writing to the other party as set forth in this clause.

General

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

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

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

79. The Service Provider shall ensure that the Service Provider and its Representatives comply with all requirements of any governing federal, provincial

or municipal legislation, regulations or by-laws applicable to the Service Provider or the Service Provider's Representatives in the performance of this Agreement.

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

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

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

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

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

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

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

Colleen Power
Witness

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

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

2016

s. 40(1)

[redacted]

Witness

s. 40(1)

[redacted]

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

Josephine Hodder
Witness

RHA CEO or his authorized designate

26/14

SCHEDULES

SCHEDULE A
FUNDING STATEMENT

OPERATOR: **LABRADOR AMBULANCE SERVICE**

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

1.0 Retroactivity

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

1.2 Block Funding Payments

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

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

1.3 Wage Funding Payment

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

2.0 Funding Agreements

2.1 Block Funding

a) Block Funding allocations by Operator and Base are identified in Schedule C (attached).

b) Block funding shall be paid as identified in the Service Agreement, Definitions section, paragraph (c) above, in twelve (12) equal payments on or about the 1st day of each month with the exception of April which will be paid on or around April 8th.

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

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

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

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

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

3.0 Mileage Payments

3.1 Mileage per ambulance transfer will be paid as follows. This agreement includes a 10% increase in mileage payments, effective date of signing, calculated as follows:

Type of Transfer	up to and including 120 kms	greater than 120 kms
PCP functioning as the Primary Care Attendant	$110/trip	$110 +[(km-120) X 1.045]
EMR functioning as the Primary Care Attendant	$88/trip	$88 +[(km-120) X 0.825]

4.0 Fuel Subsidy

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

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

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

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

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

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

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

Fuel Price Subsidy Calculation

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

Example:

Petroleum Products Pricing Board Price: $1.03 per L

Minimum Price $0.80 per L

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

Subsidy = $0.05 per kilometer

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

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

5.0 Garage Funding

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

6.0 Dispatch Funding

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

7.0 Paramedic Wage Increase

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

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

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

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

a. Fiscal year 2014-2015 - $19.50/per hour
b. Fiscal year 2015–2016 - $20.50/per hour
c. Fiscal year 2016-2017 - $21.50/per hour

7.4 Wage increase funding is added to the block funding allocation.

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

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

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

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

8.0 Ambulance Staffing

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

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

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

9.0 Ambulance Operations

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

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

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

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

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

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

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

- The operator must first determine if a Secondary/Isolated/Available/Mileage ambulance and crew is available to complete the routine transport.
- If a Secondary/Isolated/Available/Mileage ambulance and crew is not available to complete the routine transport, then the ambulance operator may use a Primary Ambulance to complete the routine transfer under the following the conditions:
  - The operator maintains at least one ambulance in the assigned service area for emergency response; and

- There is confirmed mutual response capability available from an adjacent ambulance operator at the time of the decision to deploy the Primary ambulance for the routine transfer. The mutual aid confirmation must be documented and available to HCS upon request.

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

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

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

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

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

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

iii. The compensation rate is as follows:
   a. Effective the date the Service Agreements are signed: Primary Care Paramedic (PCP) $24.60/hour; Emergency Medical Responder (EMR) $18.60/hour
   b. Effective April 1, 2016: PCP $25.80 and EMR $19.80.

iv. Reconciliation and payment of additional services costs will occur at the end of each two week cycle.

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

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

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

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

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

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

Repayment = (50-Actual Transports)/50*$45,000

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

9.5 Mileage Only ambulances will not have staff attached and will operate at the Operator's discretion, recognizing that routine transfers cannot be initiated outside the Secondary ambulance service hours designated for that ambulance operator profile.

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

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

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

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

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

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

12.0 Harmonized Sales Tax (HST):

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

[This space intentionally left blank.]

Schedule B
Operator Profile

Operator Name: Labrador Ambulance Service

Contact Person: [redacted] s. 40(1)

Address: P. O. Box 1086
Lewisporte, NL
A0G 3A0

Phone Number: [redacted] s. 40(1)

Fax Number:

E-Mail Address: freakesambulance@nf.aibn.com

Base Information:

Base Location	Number of Required Ambulances*
Happy Valley	2

Base Service Area: As outlined in policy EHS 2003-09-09, A Base Service Area - Coverage Requirements, in the Road Ambulance Policies and Procedures Manual

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

Happy Valley

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

Please Note:

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

SCHEDULE C
BLOCK FUNDING ALLOCATION BY PRIVATE OPERATOR AND BASE

Private Operator	Primary #1	Primary #2	Secondary #1	Secondary #2	Secondary #3	Secondary #4	Secondary #5	Secondary #6	Isolated Isolated	Ambulanc Available
Fewers - Burin	P1		S1	S2						
Fewers - St. Lawerence	P1									
Ferryland Emergency Services	P1		S1							
Fewers - Gambo	P1									
Fewers - Clarenville	P1	P2	S1	S2	S3	S4				
Fewers - Bonavista/Catalina	P1	P2								
Fewers - Port Rexton	P1									
Fewers - Terrenceville	P1									
Fewers - Lethbridge	P1									
Fewers - Arnolds Cove	P1									
Fewers - Bell Island	P1								I1	
Fewers - Holyrood	P1		S1							
Fewers - Kelligrews	P1	P2	S1							
Freake's - Lewisporte	P1	P2	S1	S2	S3	S4				
Freake's Botwood	P1	P2								
Hoyles - Newtown/Brookfield	P1	P2								
Labrador Amb - Happy Valley	P1	P2								
Mercer's - Boyd's Cove	P1	P2	S1							
Mercer's - Carmanville	P1									
Mercer's - Fogo	P1								I1	
Reliable - Corner Brook	P1	P2	S1	S2	S3	S4	S5	S6		
Reliable - Burgeo	P1								I1	
Ryan's - Trepassey	P1	P2								
Young's - Upper Island Cove	P1		S1							A1

SCHEDULE D
FTEs BY PRIVATE OPERATOR AND BASE

Private Operator	Primary #1	Primary #2	Secondary #1	Secondary #2	Secondary #3	Secondary #4	Secondary #5	Secondary #6	Isolated Isolated	Ambulanc Available
Fewers - Burin	4.0		2.5	2.0						
Fewers - St. Lawerence	4.0									
Ferryland Emergency Services	4.0		2.5							
Fewers - Gambo	4.0									
Fewers - Clarenville	4.0	4.0	2.5	2.0	2.0	2.0				
Fewers - Bonavista/Catalina	4.0	4.0								
Fewers - Port Rexton	4.0									
Fewers - Terrenceville	4.0									
Fewers - Lethbridge	4.0									
Fewers - Arnolds Cove	4.0									
Fewers - Bell Island	4.0								2.5	
Fewers - Holyrood	4.0		2.5							
Fewers - Kelligrews	4.0	4.0	2.5							
Freake's - Lewisporte	4.0	4.0	2.5	2.0	2.0	2.0				
Freake's Botwood	4.0	4.0								
Hoyles - Newtown/Brookfield	4.0	4.0								
Labrador Amb - Happy Valley	4.0	4.0								
Mercer's - Boyd's Cove	4.0	4.0	2.5							
Mercer's - Carmanville	4.0									
Mercer's - Fogo	4.0								2.5	
Reliable - Corner Brook	4.0	4.0	2.5	2.0	2.0	2.0	2.0	2.0		
Reliable - Burgeo	4.0								2.5	
Ryan's - Trepassey	4.0	4.0								
Young's - Upper Island Cove	4.0		2.5							0

SCHEDULE E

Newfoundland Labrador

Request for use of
Last Available Ambulance Unit

Authorization Form

Facility Staff use only:

Time of Request: _____ Date of Request: _____

Patient's MCP #: _____

Location of Patient requiring transport? _____

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

Explain

_____

_____

_____

_____

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

Authorizing signature: Witness:

_____ _____

Ambulance Operator use only:

Based on the professional explanation provided above, I (ambulance operator as above)

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

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

Ambulance Crew: _____ / _____

(Please print your name and PMO registration #)

SCHEDULE F

Newfoundland Labrador

Refusal Form

Request for Use of Last Available Ambulance Unit

Name of Ambulance Service: _____

Location of Patient requested to be transported: _____

Time of Request: _____ Date of Request: _____

Patient's MCP #: _____

Reason for refusal?

_____

_____

_____

_____

OLMC contacted?

☐ Yes (name of physician) _____

Advice:

_____

_____

☐ No (explain why OLMC was not contacted):

_____

_____

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

If yes, Ambulance Operator / Supervisor name. _____

Comments / Advice:

_____

_____

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

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

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

Ambulance Crew: _____ / _____

(Please sign and print your PMO registration #)

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

Labrador-Grenfell Health

Appendix B:

Terms of Reference
Program Review of Labrador Ambulance Services' Compliance with the Ambulance Service Agreement

Team Leader(s): Antionette Cabot

Purpose:
The overall purpose of this review is to assess and validate staffing /scheduling and payroll at **Labrador Ambulances Services (LAS) are** in compliance with the Ambulance Service Agreement dated February 2016.In addition this review will investigate response time for LAS regarding three concerns that have been brought forward and a random audit of 13 other transports since November 2016 (two per month).

The methodology for review includes:

a. Quantitative Operational Review of LAS from November 1st, 2016 through and including March 31st, 2017 to ensure contractual compliance of twenty four/seven staffing of two ambulances for emergency response.
   - Ambulance attendant staffing listing
   - Scheduling/timesheets
   - Payroll register

b. The Ambulance Response Time Validation for the three concerns dated November 26th, 2016, April 20th, 2017 and April 22nd , 2017 as well as the random PCR selection will be determined by reviewing the following:
   - PCR Form
   - ER Dispatch Form
   - 911 Call System
   - Automatic Vehicle Locator (AVL)

Membership (Member's title s/role):
The Team membership may vary depending upon the expertise required to assist with the review:

- Regional Director of Population Health, Ambulatory Care & Paramedicine – Antionette Cabot
- VP of Program area -Donnie Sampson
- Patient Safety Coordinator-Katrina Williams
- Director Of Operations-Jerry Young
- Chief Financial Officer- Roger Snow

- Representatives of other clinical and/or administrative services/departments as necessary

Accountability:
The program review for LAS will report to Regional Director of Population Health, Ambulatory Care & Paramedicine and VP of the program area and ultimately the report will be forwarded to the Department of Health and Community Services.

Responsibilities:

- Regional Director of Population Health, Ambulatory Care & Paramedicine – Antionette Cabot-
    - Review staffing and compliance with contract standards.
- VP of Program-Donnie Sampson-
    - Review overall report.
- Patient Safety Coordinator-Katrina Williams-
    - complete a chorological time line including but not limited to-
        - time 911 received the call;
        - time 911 transferred the call to ER in the case where 911 was the number called;
        - time ER received call from client;
        - time documented that ER called LAS;
        - time documented that wheels were rolling;
        - time documented of arrival on the scene;
        - time documented that ambulance departed scene;
        - time documented that ambulance arrived at hospital; and
        - time documented that ambulance was back to base.
- Director Of Operations-Jerry Young-
    - Provides timelines for calls since AVL implementation.
- Chief Financial Officer – Roger Snow-
    - Review budget and compliance;
    - Review timecards/ schedules and payment.
- Representatives of other clinical and/or administrative services/departments as necessary.

Labrador-Grenfell
Health

March 01, 2017

s. 40(1)
[redacted]
Labrador Ambulance Service
P. O. Box 1086
Lewis Porte, NL
A0G 3A0

s. 40(1)
Dear [redacted],

This is a formal request for the staffing records for Labrador Ambulance Service in Happy Valley Goose Bay for the period beginning Jan 01, 2016 to March 01, 2017 inclusive.

I have asked via email twice and on three occasions have made verbal requests of which you have not provided the records .
Please forward by March 10, 2017

I look forward to a timely response.
Thank you

Sincerely,

Antionette Cabot,
Regional Director of Population Health Management, Ambulatory Care and Paramedicine
Cc: Tony Wakeham, CEO
Wayne Young, Department of Health and Community Services
Donnie Sampson, VP of Nursing and Chief Nurse
Kim White, Regional Director of Health Care Services

Allan Bock

From: Antionette Cabot
Sent: Tuesday, May 02, 2017 11:30 AM
To: Gabe Woollam; [redacted] s. 40(1)
Cc: Donnie Sampson
Subject: Responce time meeting with LAS

Hi guys
I wrote a few notes from the meeting on April 28th, 2017 at 12:30 NL time can you please review
In attendance
[redacted] s. 40(1)
Gabe Woollam and Antionette

Antionette lead the meeting and identified Dr. Woollam as VP medical services and ER physician
she voiced the concerns from LGH perspective with inquiries being received about response times for Labrador Ambulance Services (LAS).
She identified the concern;

1. from the flight team (forwarded to her from Corey Banks) that an incident occurred on April 1st where there was significant delay moving three clients.
   She read parts of the email forwarded
2. Anecdotal concerns from the ER staff identifying the amount of time it takes from them calling LAS until they arrive at the ER with the client, given the small geographical distance LAS maybe responding to for the call.
3. MHA Trimper's office inquired about a recent crush injury, an individual sent inquiry to the MHA identifying 36 min had passed from time 911 was called until LAS arrived on scene
4. Dr. Woollam being an ER phsycian voiced concerns of delays from ER perspective and delays in getting clients to the airport for medivacs
5. Antionette also identified concerns for interview from CBC, of which LAS did not reply to.

s. 40(1)

[redacted] requested concerns be forwarded to them for review, Antionette agreed to send (email was forwarded on May 1st, 2017)

s. 40(1) [redacted] identified that in winter the ambulance has to be parked in the designated garage as cold weather will affect the fluids stored in the ambulance, however, since the temperatures have warmed up she is now parking the ambulance in her driveway when she is on call.

Antionette advised with AVL and 911 more detailed analysis of response times can be gathered s. 40(1)

Antionette advised she will respond to MHA Trimper's inquiry and advise them to contact [redacted] for information
s. 40(1) (Antionette notified [redacted] via email on April 28th shortly after this meeting and gave [redacted] email address for contact)
s. 40(1) s. 40(1)
[redacted] advised she will follow up with concerns

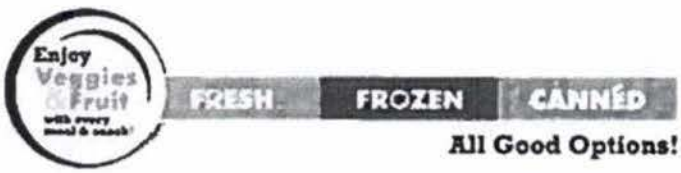
s. 40(1) Antionette inquired as to when the staffing request would be finalized she initially requested in Oct 2016, and sent formal request in writing March 1st, 2017.
[redacted] replied it is coming, did not give definite date referencing it takes a long time to compile the information.
Dr. Woollam asked for a date as well, and a date was not given.

Dr. Woollam inquired about dispatch going through the ER and if that could be changed.
Antionette advised she had a discussion with Wayne Young at the department of health who informed her LAS do get
s. 40(1) funding for garage and dispatch and quoted an amount.
[redacted] advised that was not the case and requested a meeting with all parties on the phone with MR. Young.
Antionette agreed she would follow up on May 1st, 2017 and sent an invite for a meeting. (update invite was sent for May 2nd at 9 am, Antionette and Wayne signed on LAS did not another request was sent on May 11th, 2017 at 9am to discuss)
Antionette also pointed out she would follow up with the staffing request on May 1st, 2017 ass well (update Antionette in process of following up with department of health)

Antionette Cabot RN, BN, NP (FAA), MN
Regional Director of Population Health, Ambulatory Care & Paramedicine
Labrador Grenfell Health
Forteau, NL A0K 2P0

Tele: 709 931 2528
Fax: 709 931 2896

Email: antionette.cabot@lghealth.ca



Labrador-Grenfell
Health

s. 40(1)

[redacted]
P.O. Box 1086
Lewisporte, NL
A0G 3A0

May 2, 2017

Delivered by hand and via e-mail

s. 40(1)

Dear [redacted],

We write to address concerns about the provision of ambulance services by Labrador Ambulance Services Limited.

We note first that Labrador Grenfell Health has previously requested information and documentation under Article 13 of the Ambulance Service Agreement, including ambulance attendant staff listings, timesheets and operator payroll records from November 1st, 2016 through and including March 31st, 2017. Under Article 13(b), this documentation is required to be provided within 24 hours and your failure to do so constitutes continued non-compliance with the Ambulance Service Agreement.

s. 40(1)

Second, we note allegations made by a [redacted] during a CBC radio interview this morning respecting ambulance response time, which, if accurate would constitute failure of the operator to provide the services contracted for in the Ambulance Service Agreement. The response time reported would be entirely unacceptable to Labrador-Grenfell Health and its patients.

Labrador-Grenfell Regional Health Authority hereby gives notice under the Service Agreement signed February 1st, 2016, requiring that Labrador Ambulance Services Limited:

1. Under Article 13 (b) provide ambulance attendant staff listings, timesheets and operator payroll records from November 1st, 2016 through and including March 31st, 2017 to be **e-mailed to antionette.cabot@lghealth.ca within twenty-four hours.** Please note that the RHA reserves its right to have a representative attend in person at your offices to inspect the original records; and

...2

2. Under Article 12, upon two days' notice, provide Labrador Grenfell Health **access to your premises:**
    a. To evaluate the services being provided by ambulance attendants for the purposes of accreditation, maintenance or reinstatement as required;
    b. To inspect and make copies of all records pertaining to maintenance, patient fees, patient fee collections, dispatch records, proof of errors and omissions insurance; and/or
    c. To assess the registration, inspection and maintenance of any and all of its ambulances.

s. 40(1)

s. 40(1) 3. Under Article 19, 50 and 52, thoroughly investigate the complaint aired by [redacted] on CBC radio this morning, and **provide a written report to the RHA**, including details of any corrective action taken by the Service Provider on the complaint within five (5) days.

The RHA reserves the right to take any action necessary to ensure compliance with the Agreement and appropriate provision of ambulance services to the public, including any action required and authorized pursuant to Article 59 of the Agreement.

Yours truly,

Donnie Sampson
Vice-President, Labrador-Grenfell Health

cc Cameron Campbell, Director of Primary Health Care,
Department of Health and Community Services

Labrador-Grenfell
Health

s. 40(1)
[redacted]
P.O. Box 1086
Lewisporte, NL
A0G 3A0

freakesambulance@nf.aibn.com
[redacted] s. 40(1)

May 12, 2017

s. 40(1)
Dear [redacted],

On April 28, 2017, Dr. Gabe Woollam and myself met with representatives of Labrador Ambulance Service to discuss several issues with respect to response times. In particular, one of the topics of discussion involved an ambulance response to a critical incident which occurred on April 1, 2017, near the CBC building on Loring Drive.

As a follow-up to that discussion, Labrador-Grenfell Health requests that Labrador Ambulance Service thoroughly investigate this incident, as per Article 19, 50 and 52 of the Service Agreement, and provide a written report to the Regional Health Authority, including details of any corrective action taken by the Service Provider within five (5) days.

Thank you for your attention to this request.

Yours truly,

Antionette Cabot
Regional Director, Regional Director of Population Health,
Ambulatory Care & Paramedicine

cc Cameron Campbell, Director of Primary Health Care,
Department of Health and Community Services

Appendix G

Visual Timeline for November 26, 2017 for call received times:

Call #1 Received at Labrador Ambulance Service	**12:30**
Call #1 Labrador Ambulance Service Wheels Rolling	**13:00**
Call #1 Labrador Ambulance Service Arrived on Scene	**13:18**
Call #2 Special Case 1 Received at Labrador Health Centre ER	**13:25**
Call #1 Depart Scene Labrador Ambulance Service	**13:38**
Call #1 Labrador Ambulance Service Arrived at Destination	**13:50**
Call #3 Received at Labrador Health Centre ER	13:53
Call #3 Higher Acuity thank Call #2 SCI Labrador Ambulance Service Wheels Rolling	13:53
Call #3 Labrador Ambulance Service Arrived on Scene	13:56
Call #3 Labrador Ambulance Service Depart Scene	14:06
Call #3 Labrador Ambulance Service Arrived at Destination	14:10
Call #2 Special Case 1, Labrador Ambulance Service Wheels Rolling	**14:15**
Call #2 Special Case 1, Labrador Ambulance Service Arrived at Scene	**14:20**
Call #2 Special Case 1, Labrador Ambulance Service Depart Scene	**14:32**
Call #2 Special Case 1, Labrador Ambulance Service Arrived at Destination	**14:40**
Call #2 Special Case 1 Labrador Health Centre, ER first documented time of arrival to ER	**1450**
Call #4 Labrador Ambulance Service Wheels Rolling to Return Medevac Equipmnet to Helicopter	15:38
Call #4 Labrador Ambulance Service, Arrived at scene	15:49
Call #4 Labrador Ambulance Service, Depart Scene	15:58
Call #4 Labrador Ambulance Service, Arrive at Destination	16:05
Call #4 Labrador Ambulance Service, Arrived at Base	16:20

Labrador-Grenfell
Health

s. 40(1)
[redacted]
P.O. Box 1086
Lewisporte, NL
A0G 3A0

freakesambulance@nf.aibn.com
[redacted]
s. 40(1)

May 3, 2017
s. 40(1)

Dear [redacted],

We write to address concerns raised in a CBC Radio interview about the provision of ambulance services by Labrador Ambulance Services Limited. The concerns were raised by [redacted] in an interview on Labrador Morning which aired on May 3, 2017.
s. 40(1)

Under Article 19, 50 and 52 of the Service Agreement, Labrador-Grenfell Health requests Labrador Ambulance Services to thoroughly investigate this complaint and provide a written report to the Regional Health Authority, including details of any corrective action taken by the Service Provider on the complaint within five (5) days.

Yours truly,

Antionette Cabot
Regional Director, Regional Director of Population Health,
Ambulatory Care & Paramedicine

cc Cameron Campbell, Director of Primary Health Care,
Department of Health and Community Services

Labrador-Grenfell Health

s. 40(1)

[redacted]
P.O. Box 1086
Lewisporte, NL
A0G 3A0

June 16, 2017

s. 40(1)

Dear [redacted],

We write to request further information Labrador Ambulance Services Limited.

Labrador-Grenfell Health is requesting information and documentation under Article 13 of the Ambulance Service Agreement, including ambulance attendant staff listings, timesheets and operator payroll records, for the period from April 1st, 2017 to May 31st, 2017, inclusive. Under Article 13(b), this documentation is required to be provided within 24 hours and your failure to do so constitutes continued non-compliance with the Ambulance Service Agreement.

Please e-mail documents to antionette.cabot@lghealth.ca within twenty-four hours. Please note that the RHA reserves its right to have a representative attends in person at your offices to inspect the original records.

Labrador-Grenfell Health reserves the right to take any action necessary to ensure compliance with the Agreement and appropriate provision of ambulance services to the public, including any action required and authorized pursuant to Article 59 of the Agreement.

Yours truly,

Antionette Cabot
Regional Director of Population Health, Ambulatory Care & Paramedicine

cc Cameron Campbell, Director of Primary Health Care,
Department of Health and Community Services

Donnie Sampson, Vice-President, Labrador-Grenfell Health

Report on Ambulance Operations
Labrador- Grenfell Health - Regional Health Authority
June 15, 2017

The Audit and Claims Integrity Division of the Department of Health and Community Services (DHCS) was requested by the Assistant Deputy Minister, Regional Services of DHCS to conduct a review of a private ambulance operator (the "Operator") in Happy Valley / Goose Bay.

The Operator has an Agreement with Labrador-Grenfell Health (LGH) and the DHCS to provide ambulance services 24 hours a day, 7 days a week throughout the year for two ambulances. An ambulance should have two staff on an ambulance at all times.

We obtained the Payroll reports and schedules covering the period October 2, 2016 to April 1, 2017 or for 26 weeks. Based on an examination of the schedules, it was determined that the Operator had one ambulance available 100% of the time while the second ambulance was scheduled 52.75% of the time. Overall, the Operator provided services outlined in the Agreement 76.37% of the time. See Schedule 1 for detailed calculations.

We then considered the implications of the Operator's failure to meet the required service delivery. In the six-month period examined, the Operator received funding for 4.5 full-time equivalents per ambulance for 1,040 hours per year at a rate of $21.50 per hour. Therefore, the approved six-month coverage for labour totals $201,240.00. Based on the Operator's proven coverage rate for six months of 76.37%, the provider received an overpayment of $47,553 for the six-month period examined. If the same conditions were present throughout the remainder of the year, there would be an overpayment of $95,106. See Schedule 2 for detailed calculations.

Recommendations

Based on our findings we would recommend the following:

- There should be a recovery of the overpayment of $47,553 along with the conduct of a further review of the Operator's schedules during the contract period (subject to legal review).
- Based on the findings that full coverage is not being provided, each month LGH should withhold $8,000 which represents the portion of the service delivery that has not been provided.
- The Operator should submit his schedules on a monthly basis to the Audit Claims and Integrity Division to assess service delivery.
- Based on the findings of the monthly service delivery audit, the ACI Division would inform LGH of any changes in the amount withheld.
- Should the Operator continue to fail to meet obligations, the Operator should be provided with a target date to be at the 100% service delivery level. If the delivery level is not met, the contract with the Operator should be cancelled and a new provider chosen to deliver the service.

ANNEX C

Department of Health and Community Services
Labrador-Grenfell Health Regional Health Authority
Private Ambulance Operator Audit
June15, 2017

Schedule 1

	Unit 1			Unit 2			Total		
Week	Actual	Budget	% Usage	Actual	Budget	% Usage	Actual	Budget	% Usage
10/02/16 - 10/08/16	14	14	100.00%	4	14	28.57%	18	28	64.29%
10/09/16 - 10/15/16	14	14	100.00%	5	14	35.71%	19	28	67.86%
10/16/16 - 10/22/16	14	14	100.00%	7	14	50.00%	21	28	75.00%
10/23/16 - 10/29/16	14	14	100.00%	13	14	92.86%	27	28	96.43%
10/30/16 - 11/05/16	14	14	100.00%	13	14	92.86%	27	28	96.43%
11/06/16 - 11/12/16	14	14	100.00%	14	14	100.00%	28	28	100.00%
11/13/16 - 11/19/16	14	14	100.00%	13	14	92.86%	27	28	96.43%
11/20/16 - 11/26/16	14	14	100.00%	8	14	57.14%	22	28	78.57%
11/27/16 - 12/03/16	14	14	100.00%	2	14	14.29%	16	28	57.14%
12/04/16 - 12/10/16	14	14	100.00%	3	14	21.43%	17	28	60.71%
12/11/16 - 12/17/16	14	14	100.00%	0	14	0.00%	14	28	50.00%
12/18/16 - 12/24/16	14	14	100.00%	2	14	14.29%	16	28	57.14%
12/25/16 - 12/31/16	14	14	100.00%	1	14	7.14%	15	28	53.57%
01/01/17 - 01/07/17	14	14	100.00%	6	14	42.86%	20	28	71.43%
01/08/17 - 01/14/17	14	14	100.00%	7	14	50.00%	21	28	75.00%
01/15/17 - 01/21/17	14	14	100.00%	11	14	78.57%	25	28	89.29%
01/22/17 - 01/28/17	14	14	100.00%	13	14	92.86%	27	28	96.43%
01/29/17 - 02/04/17	14	14	100.00%	11	14	78.57%	25	28	89.29%
02/05/17 - 02/11/17	14	14	100.00%	10	14	71.43%	24	28	85.71%
02/12/17 - 02/18/17	14	14	100.00%	7	14	50.00%	21	28	75.00%
02/19/17 - 02/25/17	14	14	100.00%	5	14	35.71%	19	28	67.86%
02/26/17 - 03/04/17	14	14	100.00%	3	14	21.43%	17	28	60.71%
03/05/17 - 03/11/17	14	14	100.00%	3	14	21.43%	17	28	60.71%
03/12/17 - 03/18/17	14	14	100.00%	12	14	85.71%	26	28	92.86%
03/19/17 - 03/25/17	14	14	100.00%	11	14	78.57%	25	28	89.29%
03/26/17 - 04/01/17	14	14	100.00%	8	14	57.14%	22	28	78.57%
	364	364	100.00%	192	364	52.75%	556	728	76.37%

Department of Health and Community Services
Labrador-Grenfell Health Regional Health Authority
Private Ambulance Operator Audit
June15, 2017

Schedule 2

Six Month Coverage Review

# of FTE's Approved per unit	4.50
Hours	1,040.00
Total Hours	4,680.00
# of units	2.00
Total hours	9,360.00
Rate per hour	$ 21.50
Approved Coverage	$ 201,240.00

Reconciliation

Approved Coverage	$ 201,240.00
Less Proven coverage	
Coverage Rate	76.37%
Coverage payment due	153,686.99
Six month Potential Recovery from Operator	47,553.01
X number of 6 month periods in year	2.00
Projected annualized recovery (Note 1)	$ 95,106.02

Note 1

Coverage results for another 6 month period is extrapolated based on six month results.