

AMENDED PERFORMANCE AGREEMENT

Between

Her Majesty the Queen in Right of Ontario

as represented by

The Minister of Health and Long-Term Care

- and -

Ornge

**A not-for-profit corporation incorporated
under the *Canada Corporations Act*,
RSC 1970, c C-32**

Provision of Air Ambulance and Related Services

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THIS AMENDING AGREEMENT effective as of the 19TH day of March, 2012.

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by
The Minister of Health and Long-Term Care**

(the "Ministry")

- and -

**ORNGE
A non-profit corporation incorporated
under the *Canada Corporations Act*,
RSC 1970, c C-32**

("Ornge")

BACKGROUND:

The *Ambulance Act*, RSO 1990, c A.19, provides that the Minister of Health and Long-Term Care has the duty and power to:

- (a) ensure the existence throughout Ontario of a balanced and integrated system of ambulance services and communication services used in dispatching ambulances;
- (b) establish, maintain and operate communication services, alone or in cooperation with others, and to fund such services;
- (c) establish standards for the management, operation and use of ambulance services and to ensure compliance with those standards;
- (d) monitor, inspect and evaluate ambulance services and investigate complaints respecting ambulance services; and
- (e) fund and ensure the provision of air ambulance services.

The Ministry entered into a Performance Agreement with Ontario Air Ambulance Services Co., now known as Ornge, dated as of November 14, 2005 (the "2005 Performance Agreement") for the provision of air ambulance and related services, which was amended by an agreement dated November 16, 2007 and an agreement dated as of January 11, 2008 (the "Amending Agreements");

The Ministry and Ornge wish to amend the 2005 Performance Agreement and the Amending Agreements for the provision of air ambulance and related services.



CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“2005 Performance Agreement” means the Performance Agreement between the Ministry and Ontario Air Ambulance Services Co., now known as Ornge, dated as of November 14, 2005.

“ACR” means the Ambulance Call Report which is a patient care record completed by Medical Staff as required by the Ambulance Service Documentation Standards made under section 11.1 of the Regulation.

“Act” means the *Ambulance Act*, RSO 1990, c A.19.

“Agreement” means this amending agreement entered into between the Ministry and Ornge and includes all of the schedules listed in section 39.1.

“Air Ambulance” has the same meaning as defined in the Regulation.

“Air Ambulance Services” has the same meaning as defined in the Act.

“Air Ambulance Service Operator” means a person that is certified by the Ministry to provide Air Ambulance Services.

“Air Carrier” means a person that is licensed by the Transport Canada to operate aircraft.

“Ambulance” has the same meaning as defined in the Act.

“Ambulance Service” has the same meaning as defined in the Act.

“Amending Agreements” mean the agreements between the Ministry and Ornge amending the 2005 Performance Agreement which comprise an agreement dated November 16, 2007 and an agreement dated as of January 11, 2008.

“Approved Service Areas” means the following service areas approved by the Ministry for the provision of the CCLA Services: Greater Toronto Area, Peterborough and Ottawa.

“Associate Medical Director” means a Base Hospital Physician who is also a member of the MAC.



“Base Hospital” has the same meaning as defined in the Act.

“Base Hospital Physician” means a qualified physician designated by Ornge to provide medical direction to Medical Staff.

“Base Hospital Program” has the same meaning as defined in the Act.

“Base Hospital Services” means the services set out in section 4.2.

“Board” means the Board of Directors of Ornge.

“Budget” means the budget approved by the Ministry for each Funding Year.

“Business Continuity Plan” means contingency plans and procedures that are intended to ensure the uninterrupted 24/7 continuance of all of the Services to be provided under this Agreement.

“CACCC/ACS” means the Central Ambulance Communications Centre or Ambulance Communication Service.

“CCLA Patient” means a patient requiring CCLA Services as determined by Ornge.

“CCLA Services” means critical care land ambulance services.

“CCLA Vehicles” means the vehicles used by Ornge to provide the CCLA Services.

“CEO” means the Chief Executive Officer of Ornge.

“Call” means a request for Air Ambulance Services and related services, Organ Recovery Flight Services, CCLA Services or any other service that the Ministry and Ornge agree that Ornge should provide.

“Caller” means a person who makes a Call.

“Catchment Area” means:

- 1) all areas of Ontario;
- 2) those areas outside of Ontario routinely serviced by Ornge; and
- 3) those areas outside Ontario where transportation of a patient by Ornge has been approved by the Ministry for the patient to receive an insured service under the *Health Insurance Act*.

“Checklist” means a list developed and maintained by the Ministry that contains all the requirements of the Agreement

“Communication Services” has the meaning set out in section 4.1.

“Communications Officer” has the same meaning as defined in the Regulation.

“Compensation” means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a person who performs duties and functions that entitle him or her to be paid, and includes discretionary payments.



“Compensation Plan” means the provisions, however established, for the determination and administration of a person’s compensation.

“Confidential Information” has the meaning set out in section 12.1.

“Conflict of Interest”:

(a) means any situation in which a Related Party by virtue of the Related Party’s position, has a private or personal interest or engages in any private or personal activity, that advances, potentially advances or may be perceived to advance, by a reasonable and objective person in the circumstances, the Related Party’s personal or private interest or the interest of any other person, at the expense or to the prejudice of the interests of the Ministry or Ornge, as that interest is made manifest in this Agreement; and the phrase “private or personal interest” shall be interpreted to include not only a pecuniary interest, but shall be interpreted broadly, having regard to the nature, scope and purpose of this Agreement; and

(b) without limiting clause (a) above, includes any circumstances where Ornge or any person who has the capacity to influence Ornge’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with Ornge’s objective, unbiased and impartial judgement relating to Ornge’s provision of the Services and the use of the Funds.

“Continuing Medical Education” means the educational program(s) provided by Ornge for the purposes of maintaining and/or enhancing Patient care and critical thinking skills including those set out within the basic and advanced life support Patient care standards of the Ministry.

“Controlled Act” has the same meaning as defined in the Regulation.

“Critical Care Paramedic” has the same meaning as defined in the Regulation.

“Databases” means all data, content, information, files and compilations created through the provision of, or used in or for, the Services, as well as all Modifications to any of the foregoing.

“Decision Support Software” means the software that Ornge uses to support the operations of the Communication Services and to maintain Databases as well as interfaces, documentation and all Modifications to any of the foregoing, which software shall provide decision support using protocols and/or Medical Algorithms.

“Declaration of Emergency” means a declaration made by the Lieutenant Governor in Council or the Premier of Ontario under the *Emergency Management and Civil Protection Act*, RSO 1990, c E.9 that an emergency exists throughout Ontario or in any part of Ontario.

“Dedicated Aircraft” means aircraft staffed by flight crew and paramedics operated by or contracted by Ornge on a 24/7 basis.

“Dispatch Telecommunication Systems” means the Decision Support Software, Databases and platforms developed by Ornge to support the provision of the



Communication Services.

“Dispute Resolution Mechanism” means the process set out in article 43, by which disagreements may be escalated by the parties for resolution.

“Effective Date” means the date set out at the top of the Agreement.

“Emergency” has the same meaning as defined in the Regulation.

“Equipment” means Office Equipment and Medical Equipment.

“Event of Default” has the meaning set out in sections 23.1 and 24.1.

“Executive” means:

- (a) the CEO of Ornge; and
- (b) members of the senior management group of Ornge who report directly to the CEO.

“Force Majeure” has the meaning set out in Article 37.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Ministry provides to Ornge in a Funding Year pursuant to the Agreement.

“Hangar Expenses” means the expenses listed in Schedule H.

“Hangars” means the hangars listed in Schedule G as amended by the parties from time to time.

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Key Performance Indicators” means the key performance indicators set out in Schedule E required by the Ministry to be met by Ornge in accordance with the Agreement.

“Landing Site” means a site that has been built to provide for the landing of rotary wing aircraft.

“Legacy Systems” means all of the software required and used by the Ministry in respect of the Medical Air Transport Centre to provide Communication Services, including Dispatch Flight Assist Call Tracking System (DFACTS); Air Ambulance Flight



Management System (FPU); Aerosoftware; Ambulance Response Information System (ARIS); Flight Explorer; Skynode; Outerlink; Pilot Brief Vector; AF Merge; Fuel Management System; and Invoice Processing and Cost Information (IPCI).

“MAC” means the medical advisory committee of Ornge as described under clause 4.2(b) that advises and makes recommendations to Ornge and to the Ministry when requested, with respect to the provision of medical care by Medical Staff.

“Maximum Funds” means the maximum funds that the Ministry will provide to Ornge in a Funding Year as set out in that year’s Budget.

“Medical Algorithm” means the medical algorithm, as updated from time to time, which is in use by Ornge to determine the level of care and means of transportation which is applicable to specific patient needs. The algorithm will be used by Staff, but at no time shall a member of the transport physician staff be restricted from using their best medical opinion as a substitute for all or part of the outcome of the algorithm.

“Medical Director” has the same meaning as defined in the Act.

“Medical Equipment” means medical equipment and medical supplies used by Medical Staff in the provision of Patient care, excluding Office Equipment.

“Medical Staff” means all levels of Paramedics and other health care professionals employed or supervised by Ornge excluding Base Hospital Physicians, the Medical Director and Associate Medical Directors.

“Minister” means the Minister of Health and Long-Term Care.

“Ministry” means the Ministry of Health and Long-Term Care.

“Modifications” means any and all enhancements, upgrades, updates, corrections or other changes.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which Ornge is required to remedy an Event of Default, and includes any such period or periods of time by which the Ministry considers it reasonable to extend that time.

“Office Equipment” means all furniture, telecommunications equipment, hardware, servers, computers, UPS, routers, cables, generators and supplies, together with all Modifications to any of the foregoing, as applicable.

“Operational Plan” means an annual service plan prepared by Ornge setting out levels of service and staffing plans required to implement all the Services in a Funding Year.

“Organ Recovery Flight Service” means the transportation by air of (a) organs; and (b) organ recovery team members and other persons, equipment and medical and other supplies necessary for the provision of organ recovery.



“Ornge Medical Representatives” means the Medical Director, Associate Medical Directors, Base Hospital Physicians and Medical Staff.

“Ornge Representative” means any of the Ornge Medical Representatives and other Staff members.

“Other Aeromedical Services” has the meaning set out in section 4.7.

“Paramedic” has the same meaning as defined in the Act.

“Parties” means the Ministry and Ornge.

“Party” means either the Ministry or Ornge.

“Patient” has the same meaning as defined in the Regulation.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, a joint venture, an unincorporated organization and an association.

“PHIPA” means the *Personal Health Information Protection Act, 2004*, SO 2004, c3, Sched A.

“Personal Health Information” has the same meaning as defined in PHIPA.

“PTAC Services” has the meaning set out in section 4.5.

“Quality Committee” has the meaning set out in section 8.7.

“Quality Improvement Plan” has the meaning set out in section 8.11.

“Regulation” means Ontario Regulation 257/00 made under the Act.

“Related Parties” means persons in the following relationship to Ornge :

- (a) members of its Board;
- (b) members of committees of its Board; and
- (c) Ornge Representatives.

“Reports” means the documents and reports set out in Schedules A and B.

“Service Providers” means any person with whom Ornge contracts to provide the Services to be provided under this Agreement including the Air Carriers.

“Services” means the Communication Services, Base Hospital Services, Air Ambulance Services, Landing Site Services, Organ Recovery Flight Services, PTAC Services, Other Aeromedical Services, CCLA Services and such other services as may be agreed to in writing by the Parties from time to time.

“Staff” means Ornge’s managerial staff, non-managerial staff, agents and other



representatives of Ornge, excluding Ornge Medical Representatives.

“Standing Agreement Aircraft” means aircraft staffed by flight crew and paramedics contracted by Ornge.

“Technology” means all Software in use by Ornge, including but not limited to the Decision Support Software (including to the extent they are then being used by Ornge, the Dispatch Telecommunication System and the Legacy System), the Databases and platforms, the emergency telephone access lines, or such other communication or public access number which may be used in addition to or in place of such number, and the telecommunications network used in the provision of the Services.

“Term” means the term of this Agreement set out in section 20.1.

“Tier One Indicators” means the key performance indicators set out in Schedule E in respect of which non-compliance requires rectification within 7 days.

“Tier Two Indicators” means the key performance indicators set out in Schedule E in respect of which non-compliance requires rectification within 30 days.

1.2 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) the division of the Agreement into articles, sections and schedules is for convenience of reference only and is not intended to affect the construction or interpretation of the Agreement;
- (e) any reference to dollars or currency shall be to Canadian dollars and currency;
- (f) “include”, “includes” and “including” shall not denote an exhaustive list;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or any act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;
and
- (h) a reference in the Agreement to a statute refers to that statute and to regulations made pursuant to such statute as the same may be amended, or to any restated or successor legislation or regulations of comparable effect.

1.3 Transition. The Parties recognize that the terms and conditions of the Agreement are more rigorous and effective than those contained in the 2005 Performance Agreement and Amending Agreements. Ornge shall achieve compliance as quickly as possible but in any event no later than 6 months from the Effective Date (the ‘6 month transition period’). To the extent that Ornge has not achieved compliance with any provisions of



the Agreement by the end of the 6 month transition period, Ornge shall provide a written explanation of why compliance has not been achieved and will provide timelines for compliance, which shall be subject to Ministry approval.

ARTICLE 2 AMENDMENT OF 2005 PERFORMANCE AGREEMENT AND AMENDING AGREEMENTS

- 2.1 Amendment.** The 2005 Performance Agreement and the Amending Agreements are hereby amended and continued by substituting the provisions of this Agreement for the provisions of the 2005 Performance Agreement and the Amending Agreements.
- 2.2 No Termination.** For greater certainty, the Parties expressly agree that the 2005 Performance Agreement and the Amending Agreements have not been terminated and continue in force as amended by this Agreement.

ARTICLE 3 PRINCIPLES

- 3.1 Principles.** The Agreement is based on the following principles and Ornge shall perform its obligations under the Agreement in accordance with them:
- (a) Aviation safety and patient care are paramount.
 - (b) Ornge's operations will support exclusively the provision of air ambulance services and related services under the Agreement on a not-for-profit basis.
 - (c) Ornge's operations will be transparent and accountable to Ontarians.
 - (d) Ornge will provide full accountability for the use of public funds.
 - (e) Ornge will report publicly on its performance measured according to the key performance indicators identified in the Agreement.
 - (f) Ornge is fully committed to quality improvement activities.

ARTICLE 4 SERVICES

- 4.1 Communication Services.**
- (a) **General.** Ornge shall deliver or ensure the delivery of the following services:
 - (i) dispatching of Air Ambulance Services, Organ Recovery Flight Services and other services in the Catchment Area to ensure the continuum of care to an Air Ambulance and from an Air Ambulance to a hospital or

other health care facility and the notification of any other Emergency services as necessary for such continuum of care;

- (ii) dispatching of CCLA services in the Approved Service Areas;
- (iii) advice, direction or instructions to Callers;
- (iv) redirecting calls for services other than the Services, as appropriate.

(collectively, the "Communication Services").

- (b) **Ambulance Communication Centre - Location.** The communication centre from which the Communication Services are provided is located at 5310 Explorer Drive, Mississauga, Ontario. Ornge shall not relocate the communication centre without the prior written approval of the Ministry.
- (c) **Ambulance Communication Centre – Continuity of Operations.** Ornge shall establish and maintain a secondary facility from which Ornge Communication Services may be provided in the event of a service disruption at the primary communication centre. The location of the secondary facility shall be approved by the Ministry and shall not be relocated without Ministry approval.
- (d) **Access to Communication Services.** The Communication Services shall be available:
 - (i) 24 hours per day, seven (7) days per week through emergency telephone access lines to Ornge Medical Representatives, physicians, hospitals, police, fire departments and other agencies. Ornge shall ensure redundancy on its phone lines;
 - (ii) to the CACC/ACS services (for example, Call shares, double dispatch and unit transfers); and
 - (iii) to Callers present or requiring Services in the Catchment Area.
- (e) **Communication Service Providers/Supervision.** Communication Services shall be provided only by Communications Officers who have successfully completed an appropriate training program. Managers shall provide supervision and managerial support, guidance and advice to the Communications Officers in the provision of Communication Services 24 hours per day, seven (7) days per week.
- (f) **Advice and Referrals - Disposition of Calls.** Using the Decision Support Software, which includes Call screening instruments, Ornge shall ensure that the Communications Officers document all Calls as per Key Performance Indicators, ask Callers a series of questions, and record their responses, about the nature of the request for Services in order to assess the needs of the Caller and to determine the most appropriate course of action including:
 - (i) location and level of care required;

- (ii) attendance by local fire services, police services, land ambulance services, or other health professionals;
 - (iii) pre-arrival instructions; and/or
 - (iv) consultation with Base Hospital Physicians.
- (g) **Technical Connections.** Ornge shall ensure that the Communications Officers have the technical capacity to communicate with:
- (i) CACC/ACSs;
 - (ii) health care facilities and related services in the Catchment Area;
 - (iii) the Medical Director, Associate Medical Directors and Base Hospital Physicians; and
 - (iv) Service Providers.
- (h) **Review.** The Communication Service shall participate in service review processes every three years consistent with the service review processes applicable to a CACC/ACS.

4.2 Base Hospital Services

- (a) **General.** Ornge shall ensure the provision of Base Hospital Services to the Ministry pursuant to the terms of this Agreement and as further described in this section.
- (b) **Medical Direction.** Ornge, through the Medical Director, Associate Medical Directors and Base Hospital Physicians, shall be responsible for the provision of medical direction to all Medical Staff. The Associate Medical Directors, who shall be representative of various regions of Ontario, shall comprise the MAC together with the Medical Director. Ornge, through the MAC and/or Medical Director, Associate Medical Directors and Base Hospital Physicians, as appropriate, shall be responsible for:
- (i) approval of medical training, education and research programs;
 - (ii) medical delegation of Controlled Acts;
 - (iii) certification of Medical Staff and providing input into Continuing Medical Education requirements of Medical Staff;
 - (iv) insuring the quality of Patient care is delivered in accordance with accepted medical practice and any applicable law;
 - (v) medical issues which arise during the dispatch and transportation process when medical responsibility has been transferred to Ornge;



- (vi) making recommendations to the Board for the appointment and reappointments of the Medical Director, Associate Medical Directors and Base Hospital Physicians; and
 - (vii) validation of Medical Algorithms, as appropriate.
- (c) **Medical Supplies & Equipment.** Ornge, through its medical functions, shall be responsible for establishing the types and numbers of medical supplies and Medical Equipment used by Medical Staff for clinical practice. Medical Staff shall cooperate with Ornge Staff to ensure that sufficient supplies are ordered and stocked. In addition, Ornge shall monitor:
- (i) the amount of supplies and medications used at each air ambulance base;
 - (ii) all Medical Equipment used for Patient care; and
 - (iii) training for use, maintenance and repair of Medical Equipment to ensure optimum functioning at all times.
- (d) **Base Hospital Program Staffing.** Each Medical Director, Associate Medical Director and Base Hospital Physician shall have such qualifications, skills, experience and training, including training in medical matters, as is appropriate, for providing the Base Hospital Services for which he or she is responsible in accordance with this Agreement, the Act, the Regulation and any other applicable laws. In providing the Base Hospital Services, Ornge shall ensure the following:
- (i) that the Medical Director shall be knowledgeable and experienced in administrative and strategic leadership in air-medical program delivery and in delegating to and directing Medical Staff in the delivery of primary, advanced and critical care transport medicine; and
 - (ii) that the Medical Director, Associate Medical Directors and Base Hospital Physicians shall have a current and valid certificate of registration with the College of Physicians and Surgeons of Ontario ("CPSO"), a current certificate of Professional Conduct from the CPSO or such other documents as may be issued by the CPSO to evidence a physician's registration and status.
- (e) **Education and Evaluation Programs.** Ornge shall be responsible for:
- (i) ensuring consistent Patient care quality assurance initiatives are in place for each Service Provider and Medical Representative;
 - (ii) providing Continuing Medical Education or opportunities for Continuing Medical Education to Medical Representatives, in accordance with any applicable law;



- (iii) implementing changes to educational program curriculum to reflect advances and/or changes to the practice of transport and/or pre-hospital medicine;
- (iv) ensuring that Ornge Paramedic education programs continue to meet or exceed the curriculum requirements as developed by the Paramedic Association of Canada and the Canadian Medical Association;
- (v) ensuring the Ornge Paramedic education programs include training on the Basic Life Support, Advanced Life Support and Ambulance Service Documentation Standards incorporated by reference in the Regulation.

The Ministry may, upon giving Ornge reasonable notice, review any Continuing Medical Education or other educational program or competency evaluation provided by Ornge to any Paramedic or health care professional in respect of the provision of pre-hospital care.

4.3 Air Ambulance Services.

- (a) Ornge shall be responsible for ensuring the provision of all Air Ambulance Services required for the delivery of the air medical transport services in the Catchment Area to ensure that all Calls are responded to in accordance with the Key Performance Indicators.
- (b) Ornge will ensure that Ontario hospitals and ambulance delivery services are fully advised about the appropriate use and accessibility of air ambulance resources.

4.4 Landing Site Services

- (a) **Approach Procedure.** Ornge shall establish a manual that identifies and describes all Landing Sites in the Catchment Area, including an approach procedure for each Landing Site.
- (b) **Approval.** Ornge shall ensure that every remote and rural Landing Site that is used to provide Air Ambulance Services is approved by a rotary wing aircraft provider who holds a valid Transport Canada Operating Certificate.
- (c) **Inspection.** Ornge shall ensure that:
 - (i) every Landing Site is inspected at least once in every 12 month period by a rotary wing aircraft provider who holds a valid Transport Canada Operating Certificate;
 - (ii) an inspection report is promptly provided to Ornge in a format that meets the approval of the Ministry of Natural Resources Safety Section; and
 - (iii) the inspection report is retained by Ornge.



- 4.5 PTAC Services.** Ornge shall provide authorization services to health care facilities in the Catchment Area by assigning a medical transport number for inter-facility Patient transfers (“PTAC Services”).
- 4.6 Organ Recovery Flight Services.** Ornge shall ensure the provision of Organ Recovery Flight Services.
- 4.7 Other Aeromedical Services.** Ornge shall transport by air, medical supplies (including vaccines) as required by the Ministry from time to time (“Other Aeromedical Services”) subject to the agreement of the Air Carriers to transport same.
- 4.8 CCLA Services.** Ornge shall provide CCLA Services in respect of CCLA Patients in the Approved Service Areas and, in doing so, Ornge shall ensure the following:
- (a) a policy and procedures manual approved by the Ministry is maintained for the CCLA Services;
 - (b) provision of at least one Critical Care Paramedic to staff the CCLA Vehicles; and
 - (c) provision of suitable accommodation facilities for the CCLA Vehicles used and the Medical Staff involved in the provision of the CCLA Services.

ARTICLE 5 FUNDS AND PROVIDING THE SERVICES

5.1 Budget and Operational Plan

- (a) In this section, ‘zero-based budgeting method’ means a method of budgeting in which all expenses for every function must be justified for each Funding year, based upon an analysis of needs.
- (b) By February 1 of each year, Ornge shall provide the Ministry with a proposed annual operating budget, based on a zero-based budgeting method, and Operational Plan for the next Funding Year in the form specified by the Ministry.
- (c) The Ministry shall provide Ornge with an approved Budget for the next Funding Year that will set out the Maximum Funds that the Ministry will provide to Ornge for the purpose of delivering the Services.

5.2 Key Performance Indicators. Ornge’s demonstrated ability to meet or inability to meet the Key Performance Indicators in a Funding Year shall be a factor in the determination of the Funds provided by the Ministry in the next Funding Year.

5.3 Funds Provided. In each Funding Year, the Ministry shall:

- (a) provide Ornge up to the Maximum Funds for the purpose of delivering the Services;
- (b) provide the Funds to Ornge in 24 equal semi-monthly instalments; and



- (c) deposit the Funds into an account designated by Ornge provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of Ornge.

5.4 Limitation on Payment of Funds. Despite section 5.3:

- (a) the Ministry is not obligated to provide any Funds to Ornge until Ornge provides the insurance certificate or other proof as provided for in Article 15;
- (b) the Ministry is not obligated to provide instalments of Funds unless it is satisfied with Ornge's performance of its obligations under the Agreement including the provision of Services;
- (c) the Ministry may adjust the amount of Funds it provides to Ornge during any Funding Year based upon the Ministry's assessment of the information provided by Ornge pursuant to section 17.1.
- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:
 - (i) reduce the amount of the Funds and, in consultation with Ornge, change the Services; or
 - (ii) terminate the Agreement pursuant to section 22.1.

5.5 Use of Funds and Services. Ornge shall:

- (a) provide the Services:
 - (i) in accordance with the terms and conditions of the Agreement;
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Services;
 - (iii) in accordance with the Key Performance Indicators.
- (b) use the Funds only for the purpose of providing the Services;
- (c) spend the Funds only in accordance with the Budget.

5.6 No Changes.

- (a) Ornge shall not make any changes to the Services or the Operational Plan without the prior written consent of the Ministry.



- (b) Consistent with section 5.11, the Ministry shall annually evaluate any variances from the Budget and may approve or deny such variances, and apply monetary consequences as anticipated by section 5.11.
- 5.7 Expenditures.** Each expenditure of the Funds made by Ornge shall be supported in Ornge's records by an invoice or contract and confirmation of payment.
- 5.8 Interest Bearing Account.** If the Ministry provides Funds to Ornge prior to Ornge's immediate need for the Funds, Ornge shall place the Funds in an interest bearing account in the name of Ornge at a Canadian financial institution.
- 5.9 Interest.** If Ornge earns any interest on the Funds:
- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds;
 - (b) the Ministry may direct Ornge to pay an amount equal to the interest to the Ministry; or
 - (c) the Ministry may direct Ornge to use the interest for a purpose relating to the provision of the Services which has been approved by the Ministry.
- 5.10 Rebates, Credits and Refunds.**
- (a) Ornge acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to Ornge, less any costs (including taxes) for which Ornge has received, will receive, or is eligible to receive, a rebate, credit or refund.
 - (b) Ornge will provide complete information to the Ministry with respect to any costs (including taxes) for which Ornge has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 5.11 Reduction of Funds.** As part of the annual budget review and allocation process, the Ministry, on an annual basis, may reduce the Maximum Funds to be paid to Ornge in a Funding Year based on Ornge's performance including reductions in:
- (a) aircraft availability;
 - (b) availability of Paramedic and other staffing; and
 - (c) level of care provided to Patients

ARTICLE 6 HANGARS

- 6.1 Occupation.** Ornge is permitted to occupy the Hangars in accordance with and subject to the terms and conditions of the Agreement for the purpose of providing the Services. The Ministry shall be responsible for and pay all costs and expenses necessary for the operation of the Hangars including the expenses listed in Schedule H (the 'Hangar Expenses').



- 6.2 Direction to Vacate.** If, in the Ministry's sole opinion, Ornge is not making effective use of one or more of the Hangars for the purpose of providing the Services, the Ministry may direct Ornge to vacate such Hangar(s) and Ornge shall vacate it within 90 days.

ARTICLE 7 SERVICE SOFTWARE AND SYSTEMS

- 7.1 Maintenance and Support.** Ornge shall ensure the maintenance and support of the Technology in respect of the Dispatch Telecommunication Systems.
- 7.2 System Downtime.** In the event of telecommunications or information system malfunction or downtime, the Communication Services shall be provided to all Callers and to all Patients in the Catchment Area in accordance with Ornge's Business Continuity Plan.

ARTICLE 8 QUALITY IMPROVEMENT AND PATIENT RELATIONS

- 8.1 Training and Education.**
- (a) Ornge shall provide training and education to all Staff, including but not limited to Communications Officers and managers.
 - (b) Ornge shall provide to the Ministry, a copy of its training and education materials as amended from time to time.
- 8.2 Equipment.**
- (a) Ornge shall ensure that all telecommunications equipment and Medical Equipment is maintained in a safe operating condition and in proper working order.
 - (b) Ornge shall schedule repair and maintenance of telecommunications equipment and Medical Equipment in accordance with manufacturers' specifications regarding maintenance and use of telecommunications equipment.
- 8.3 Operating Procedures.** Ornge shall establish and maintain Operating Procedures and provide a copy of them to the Ministry on request.
- 8.4 Business Continuity Plan.**
- (a) Ornge shall have a Business Continuity Plan in place that has been approved by the Ministry.
 - (b) Ornge shall review and test its Business Continuity Plan on an annual basis and ensure that the Ministry always has the most current version of the Business Continuity Plan on hand.



8.5 Quality Assurance and Improvement Program. Ornge shall maintain a quality improvement program as approved by the Ministry in respect of the Services and shall conduct quality reviews. Such reviews shall be conducted on an annual basis, or more frequently as may be reasonably required. Ornge shall provide copies of such reviews to the Ministry within 60 days of conducting them.

8.6 Complaints Process and Investigations

- (a) Ornge shall establish a process for handling complaints, including complaints made by patients and complaints made by others.
- (b) Ornge's process for handling complaints made by patients will be part of its patient relations process as provided in section 8.9.
- (c) Ornge shall make its complaints process available to the public, including by posting it on its public website.
- (d) Ornge shall notify the Ministry immediately upon receiving any complaint and provide details of the complaint. The Ministry will determine, in consultation with Ornge, whether the Ministry, Ornge or both together shall conduct an investigation into the complaint.
- (e) Ornge shall provide the Ministry with copies of all its investigation reports.

8.7 Quality Committee

- (a) The Board shall establish a quality committee which shall be composed of at least three members of the Board.
- (b) The quality committee shall include the following non-voting members, who shall participate in meetings, except for Board member in camera discussions:
 - (i) CEO
 - (ii) Members the Medical Advisory Committee
 - (iii) Members of the Medical Staff
 - (iv) A representative of the Ministry in a non-voting capacity
 - (v) Such other persons as are appointed by the Board
- (c) The mandate of the quality committee shall include the following responsibilities:
 - (i) To monitor and report to the Board on quality issues and on the overall quality of services provided by Ornge, with reference to appropriate data.
 - (ii) To consider and make recommendations to the Board regarding quality improvement initiatives and policies.
 - (iii) To ensure that best practices information supported by available scientific evidence is translated into materials that are distributed to employees and persons providing services within Ornge, and to subsequently monitor the use of these materials by these people.



- (iv) To oversee the preparation of annual quality improvement plans and approve them.
- (d) The quality committee will respect the principles and intent of the *Excellent Care for All Act, 2010*.

8.8 Surveys

- (a) Ornge shall carry out surveys of the following persons at least once every Funding Year:
 - (i) persons who have received services from Ornge in the past 12 months and caregivers of those persons who had contact with Ornge in connection with those services;
 - (ii) land ambulance operators;
 - (iii) its employees and of persons providing services within Ornge.
- (b) The purpose of a survey under clause 8.8(a)(i) is to collect information concerning the satisfaction with the services provided by Ornge.
- (c) The purpose of a survey under clause 8.8(a)(ii) is to collect information concerning the satisfaction of land ambulance operators with Ornge's operations.
- (d) The purpose of a survey under clause 8.8(a)(iii) is to collect information on the satisfaction of employees and other persons with their experience working for or providing services within Ornge and to solicit views about the quality of care provided by Ornge.
- (e) Ornge shall provide information about its surveys including when they are conducted and how to participate in a survey on its public website.
- (f) Ornge shall provide the results of every survey to the Ministry and post the results of every survey on its public website.

8.9 Patient Relations Process

- (a) Ornge shall have a patient relations process and shall make information about that process available to the public, including by posting the information on its public website.
- (b) Ornge's patient relations process shall include a process for handling patient complaints.
- (c) Ornge shall ensure that the patient relations process reflects the content of its patient declaration of values.
- (d) Ornge's patient relations process shall include a Patient Advocate who will assist Patients and their caregivers by:

- (i) Providing information about the air ambulance system.
 - (ii) Responding to questions and concerns relating to the transportation of Patients by air ambulance.
 - (iii) Providing information about Ornge's patient complaints and patient relations processes and assisting Patients in accessing those processes.
- (e) Ornge shall provide information about its patient relations process to the Ministry.

8.10 Patient Declaration of Values

- (a) Within 6 months of the Effective Date, Ornge shall consult with the public concerning a draft patient declaration of values.
- (b) Within 12 months of the Effective Date, Ornge shall finalize the patient declaration of values and make it available to the public, including by posting it on its public website.
- (c) Ornge may amend its patient declaration of values after consulting with the public, and shall make every amended declaration available to the public, including by posting it on its public website.

8.11 Annual Quality Improvement Plans

- (a) In every Funding Year, Ornge shall develop a quality improvement plan for the next Funding Year and make the quality improvement plan available to the public, including by posting it on its public website.
- (b) The annual quality improvement plan must be developed having regard to at least the following:
 - (i) the results of the surveys; and
 - (ii) data relating to the patient relations process.
- (c) The annual quality improvement plan must contain, at a minimum,
 - (i) annual performance improvement targets and the justification for those targets; and
 - (ii) information concerning the manner in and extent to which Ornge's executive compensation is linked to achievement of those targets.
- (d) Ornge shall provide a copy of its annual quality improvement plan to the Ministry.



8.12 Performance Based Compensation

- (b) Ornge shall ensure that payment of Compensation for any Executive under a Compensation Plan is linked to the achievement of the performance improvement targets set out in the annual quality improvement plan.
- (c) Ornge shall report to the Ministry on its compliance with this section for the period comprising each Funding Year.
- (d) The compliance report for each Funding Year shall be provided to the Ministry on or before May 1 of the next Funding Year.
- (e) Each compliance report shall include a statement signed by the chair of the Board and the chair of the Audit Committee or the chair of the Quality Committee, certifying whether Ornge has complied with this section throughout the reporting period.
- (f) Ornge shall post a copy of every compliance report on its public website.

ARTICLE 9 CALL DOCUMENTATION AND ADMINISTRATION PERSONAL HEALTH INFORMATION PROTECTION ACT

9.1 Documentation of Call Information.

- (a) Ornge shall document all Calls and any communication that takes place in the servicing of a Call.
- (b) Ornge shall maintain a manual system for documenting each Call during period when electronic documentation is not available.
- (c) The methodology for documenting Call information shall ensure that the record of documented Calls is unalterable and will be provided to the Ministry for reporting purposes. Ornge shall make a copy of all such records available to the Ministry on request.

9.2 File Management. Ornge shall maintain a file management system with respect to all Calls. Ornge shall also maintain a data management system including the information in the Ministry's Data Field and Data Mapping Structures as set out in Schedule F.

9.3 Policies and Procedures Manuals

- (a) Ornge shall maintain, regularly review and update as necessary, comprehensive policies and procedures manuals with respect to the Services.
- (b) Ornge shall adhere to the policies and procedures in such manuals.



- (c) Ornge will provide the Ministry with copies of the policies and procedures manuals as amended from time to time and shall ensure that the Ministry always has the most current version of the Operating Procedures on hand.
- 9.4 Status under PHIPA.** Ornge and the Ministry are each a health information custodian within the meaning of section 3 of PHIPA.
- 9.5 Complying with PHIPA.** Ornge and the Ministry shall comply with PHIPA in carrying out this Agreement.
- 9.6 Reporting in accordance with Applicable Law.** Ornge acknowledges and agrees that, in meeting its reporting obligations under this Agreement, Ornge may disclose Personal Health Information to the Ministry in accordance with any applicable law, including pursuant to clauses 38(1)(b), 39(1)(a), 39(1)(b), 43(1)(g), and 43(1)(h) of PHIPA and section 19 of the Act.
- 9.7 Liability.** In addition to any other liabilities that Ornge may have under this Agreement or any applicable law, Ornge shall be liable for all damages, costs, expenses, losses, claims or actions arising from Ornge's negligence or willful wrongdoing in failing to comply with section 9.5.
- 9.8 Ambulance Call Records.** Copies of ambulance call reports ("ACRs"), Call logs and tapes in the possession or under the control of Ornge that have been used by Ornge Representatives, as applicable, to document Patient care and transportation information and to monitor and evaluate all aviation and non-aviation incidents, complaints and patient care problems, are and remain at all times the property of the Ministry. For greater certainty, the parties acknowledge and agree that Ornge shall be the custodian of all ACRs, Call logs and tapes and maintain and release same pursuant to applicable law and Ornge's policies and procedures and that copies of such information shall be provided to the Ministry upon request.

ARTICLE 10 INTELLECTUAL PROPERTY OWNERSHIP AND LICENSING

- 10.1 Ownership.** Ornge shall at all times be the owner or authorized licensee of the Technology it is utilizing relating to the Callers or other Call information, public access lines or any other telephone lines. Notwithstanding the foregoing, all radio frequencies used to provide the Communication Services shall remain the property of the Ministry together with the ARIS I and II databases.
- 10.2 Licences Granted by Ministry.** The Ministry hereby grants to Ornge a non-assignable, non-exclusive, royalty-free right and licence to use, reproduce, modify, adapt, maintain and copy the Legacy Systems during the Term, but only for the purposes of providing the Services. The Ministry represents and warrants that it has obtained and received all of the necessary consents to grant such licence to Ornge.
- 10.3 Licence Granted by Ministry in Trademarks and Logos.** The Ministry continues to grant to Ornge a non-exclusive, royalty-free, limited licence to use the Ministry's official marks, trademarks and logos (the "Ministry Marks") during the Term, as the Ministry, in consultation with Ornge, considers appropriate for Ornge to provide the Services. The



Ministry hereby consents to Ornge's use of the Trillium logo on all Ornge vehicles and publicity materials. The Ministry shall provide to Ornge a trademark licence with any restrictions and controls that the Ministry considers necessary to preserve and protect the Ministry's rights in the Ministry marks.

10.4 Transfer of Licence from Ornge. Subject to section 10.5, upon the termination of the Agreement, Ornge shall:

- (g) transfer to the Ministry, or arrange for the transfer to the Ministry, as the case may be, without cost to the Ministry, and
- (h) provide the Ministry with an assignable and non-exclusive right to use, reproduce, modify, adapt, maintain, copy and sublicense (in each case to the extent permitted by the applicable software licence to Ornge),

any of the software solely used by Ornge to provide the Services that was funded through the 2005 Performance Agreement or is funded through this Agreement. It is understood and agreed that the Ministry will have no ownership rights in the software used, modified (other than the software that forms a part of the Legacy System), adapted, designed or developed by Ornge in connection with the Services.

10.5 Other. If software has been developed or acquired with funds other than the funds provided under the 2005 Performance Agreement or this Agreement, the purchase price or licensing fee to be paid by the Ministry shall:

- (a) in the case where the software or other product is proprietary to Ornge, be based on the fair market value and the sale or licence shall be on usual commercial terms, reasonably satisfactory to the parties, and
- (b) in the case where the software or other product has been licensed to Ornge, be negotiated with the licensor, with the objective being that the price or fee be based on the fair market value and that the sale or licence be on commercial terms satisfactory to the Ministry.

ARTICLE 11

REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

11.1 General. Ornge represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to provide the Services, as established through the Operating Plan;
- (c) it holds all permits, licences, consents, registrations and authorizations required to provide the Services and shall maintain such documents or, when circumstances change, shall act promptly to ensure that such documents are continued, updated or reinstated in a timely manner;



- (d) any information that Ornge has provided to the Ministry in support of its request for funds was true and complete at the time that Ornge provided it and shall continue to be true and complete for the term of the Agreement;
- (e) it will not breach any covenants on existing debt and will maintain compliance and good standing with all existing creditors.

11.2 Execution of Agreement. Ornge represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

11.3 Governance. Ornge represents, warrants and covenants that it has and shall maintain, in writing, for the Term of the Agreement:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of Ornge's organization;
- (b) procedures, management and financial controls to ensure the ongoing effective functioning of Ornge;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful delivery of the Services;
- (f) procedures to enable the timely identification of risks in connection with the provision of the Services and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all reports required pursuant to the Agreement; and
- (h) procedures to deal with such other matters as Ornge considers necessary to ensure that Ornge carries out its obligations under the Agreement.

11.4 Letters Patent and Bylaws.

- (a) Ornge confirms that its letters patent or bylaws contain provisions which authorize the following:
 - (i) The appointment of one or more members of the Board by the Lieutenant Governor in Council or the Minister ('Ontario Board Members');
 - (ii) The appointment of the CEO by the Board, following approval of the candidate by the Minister;
 - (iii) The appointment of an Ontario Board Member as the chair of the audit committee of the Board.



- (b) Ornge confirms that such provisions shall remain in place during the Term of the Agreement.

11.5 Compliance with Statutes.

- (a) Ornge acknowledges that it is subject to, and in compliance with, the following statutes, among others:
 - (i) *Broader Public Sector Accountability Act, 2010*, SO 2010, c 25, including the Broader Public Sector Procurement Directive, the Broader Public Sector Perquisites Directive and the Broader Public Sector Expenses Directive issued by Management Board of Cabinet.
 - (ii) *Public Sector Salary Disclosure Act, 1996*, SO 1996, c 1, Schedule A.
- (b) Ornge shall post on its public website the reports and attestations set out in Schedule J in connection with the *Broader Public Sector Accountability Act, 2010*.

11.6 Supporting Documentation. Upon request, Ornge shall provide the Ministry with proof of the matters referred to in this Article.

11.7 Intellectual Property and Technology. Ornge represents and warrants that:

- (a) to the best of its knowledge, the provision of the Services will not infringe upon or violate any trademark, patent, copyright, trade secret or any other intellectual property rights of any person;
- (b) Ornge's performance of its obligations under the Agreement will not breach any fiduciary or other duty by which Ornge is bound or any covenant, agreement or understanding (including any agreement relating to any proprietary information, knowledge or Data acquired by Ornge in confidence, trust or otherwise prior to the commencement of this Agreement or the 2005 Performance Agreement) to which Ornge is a party;
- (c) Ornge has not disclosed and shall not disclose to the Ministry, and shall not use in the performance of the Services, any confidential or proprietary information belonging to any third party, except to the extent that it is legally entitled, permitted or required to do so;
- (d) except as disclosed in writing to the Ministry, and except in the usual and ordinary course of business, title to any Technology which is proprietary to Ornge shall at all times be free and clear of all liens, security interests and other encumbrances of any kind whatsoever;
- (e) it will make reasonable commercial efforts to ensure that the Decision Support Software will not contain any disabling mechanism or protection feature designed to prevent its use or any other codes or instructions that may be used to access, modify, delete, damage or disable the Equipment, the Ministry's hardware or software, or other computer systems; and



(f) Ornge shall not knowingly materially impair the Equipment or Decision Support Software.

11.8 Covenants of the Ministry. In addition to any other covenants herein, the Ministry shall promptly fulfill each of its obligations under the terms of its agreements with Infrastructure Ontario in respect of each of the Hangars.

11.9 Representations and Warranties of the Ministry. The Ministry represents and warrants that the Ministry has obtained all consents necessary for Ornge to use the radio frequency(s) in order to provide the Communication Services.

11.10 Covenants of Ornge re Hangars. Ornge's covenants with respect to the Hangars are set out in Schedule G.1.

ARTICLE 12 CONFIDENTIALITY

12.1 "Confidential Information" Defined. "Confidential Information" means any and all information and materials which: (i) are designated in writing as confidential at the time of disclosure, (ii) if disclosed orally or visually, are designated in writing as confidential, no later than 30 days after disclosure, (iii) if disclosed, could result in any kind of prejudice, loss or damage to the Party to which the information belongs, or could give a recipient of the information an improper or unfair advantage or benefit or (iv) a reasonable person, having regard to the circumstances, would regard as confidential.

12.2 Exclusions. The Confidential Information of a Party (the "Disclosing Party") does not include information which:

- (a) is or at any time becomes in the public domain other than by a breach of this Agreement or breach of a similar agreement between either Party and a third party;
- (b) is known to the Party who is not the Disclosing Party (as substantiated by cogent and reliable written evidence in that Party's custody or control) to be free of any restrictions at the time of disclosure;
- (c) is independently developed by the other Party through individuals who have not had either direct or indirect access to the Disclosing Party's Confidential Information; and
- (d) is disclosed to the Party who is not the Disclosing Party by a third party who had a right to make such disclosure.

12.3 Duty to Protect Confidential Information. Each Party shall use the same degree of care to protect Confidential Information that it receives from the other Party as that Party would use to protect its own Confidential Information of a like nature, and, in any event, using a standard no less than a reasonable degree of care.



12.4 Restrictions on Disclosure of Confidential Information. Neither the Minister nor Ornge shall disclose any Confidential Information of the other Party to any other person or entity, except,

- (a) in the case of the Ministry,
 - (i) with the prior written authorization of Ornge;
 - (ii) as required by or in furtherance of this Agreement;
 - (iii) as required or permitted by law; or
 - (iv) to its counsel; and
- (b) in the case of Ornge,
 - (i) with the prior written authorization of the Ministry;
 - (ii) as required or permitted by law; or
 - (iii) to its counsel.

12.5 Ministry Governed by Freedom of Information Legislation. Ornge acknowledges that the Ministry is an institution under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31 and may be required to disclose information in its custody or control, including Confidential Information of Ornge, pursuant to that Act.

12.6 Restrictions on Use of Confidential Information. Each Party shall use the Confidential Information of the other Party only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement and will not use, manipulate or exploit that Confidential Information in any other manner. Ornge may share the Confidential Information of the Ministry only with Ornge Representatives having a need to know such information in connection with the Ornge's implementation of this Agreement and provision of Services.

12.7 Notice of Unauthorized Use or Disclosure. Each Party shall notify the other Party immediately upon becoming aware of an unauthorized use or disclosure, by the notifying Party, of Confidential Information that it received from the other Party and immediately make a commercially reasonable effort to minimize the effect of any such use or disclosure.

12.8 Legal Compulsion. If a Party (the "Receiving Party") becomes compelled to disclose the Confidential Information of the Disclosing Party under applicable law, the Receiving Party shall, to the extent permitted by applicable law, promptly provide to the Disclosing Party written particulars of the requirement to disclose and, to the extent practicable, consult with the Disclosing Party as to the proposed form, nature, and scope of the disclosure and the Receiving Party shall, at the expense of the Disclosing Party, cooperate with and assist the Disclosing Party if the Disclosing Party wishes to take reasonable action to challenge the requirement to disclose.

12.9 Liability. In addition to any other liabilities the Disclosing Party may have under this Agreement or applicable law, the Receiving Party shall be liable for all damages, costs, expenses, losses, claims or actions suffered by the Disclosing Party arising from the Receiving Party's negligence in complying with section 12.3, 12.4 and 12.6.

12.10 Termination. Upon the termination of this Agreement or at the Disclosing Party's request, the Receiving Party shall:

- (a) return all Confidential Information of the Disclosing Party and all copies thereof, regardless of form;
- (b) destroy any such Confidential Information that cannot be returned; and
- (c) furnish to the Disclosing Party, as soon as reasonably practicable, a certificate signed by an executive of the Receiving Party attesting to such return or destruction.

ARTICLE 13 CONFLICT OF INTEREST

13.1 No Conflict of Interest. Ornge shall fulfill the obligations of the Agreement and use the Funds in such a way as to eliminate or promptly address any actual, potential or perceived Conflict of Interest.

13.2 Conflict of Interest Policy. Ornge shall have policies and education processes in place to assist management and employees in understanding, identifying and addressing Conflicts of Interest in a timely and comprehensive manner. Conflicts of Interest shall include those which are real, perceived or potential. Ornge shall circulate such Conflict of Interest policies annually to all Related Parties, as applicable and shall place such Conflict of Interest policies on its public website. Ornge shall provide the Ministry with copies of its Conflict of Interest policies as amended from time to time.

13.3 Annual Declarations of Compliance.

- (a) All Board Members and Executives shall provide a declaration to the Chair of the Board on an annual basis confirming that they have reviewed Ornge's Conflict of Interest policies and have complied with them.
- (b) The Chair of the Board shall provide a declaration to the Ministry on an annual basis confirming that all Board Members and Executives have filed declarations of compliance.
- (c) The Board Chair's Declaration of Compliance under clause (b) for each Funding Year shall be provided to the Ministry on or before May 1 of the next Funding Year and shall be posted on Ornge's public website.

13.4 Disclosure to Ministry and Other Measures.

- (a) Ornge shall disclose to the Ministry, without delay, any situation that a reasonable



person would interpret as a material actual, potential or perceived Conflict of Interest;

- (b) In each instance where a Conflict of Interest is identified, the CEO or Ornge Board, as appropriate, shall act immediately to eliminate such conflict in accordance with Ornge's Conflict of Interest policies;
- (c) Ornge shall ensure that the Related Party follows any direction of the CEO or the Board in respect of such conflict, as applicable;
- (d) Ornge shall report its actions under (b) and (c) to the Ministry without delay.
- (e) The Parties may agree to a policy which identifies what shall constitute a material breach of Ornge's Conflict of Interest policies.

ARTICLE 14 LIABILITY AND INDEMNIFICATION

14.1 Limitation of Liability. The Indemnified Parties shall not be liable for any losses, expenses, costs, claims, damages or liabilities howsoever arising in connection with or as a result of the following:

- (a) anything done or omitted to be done by Ornge, Ornge Representatives or its Service Providers or the officers, employees, agents and other representatives of Services Providers, or those for whom they are in law responsible, in carrying out Ornge's obligations under, or otherwise in connection with the Agreement; and
- (b) the condition, design, operation or fitness for use of any of the assets transferred by the Ministry to Ornge under the 2005 Performance Agreement or of anything done or omitted to be done by Ornge, the Ornge Representatives or Service Providers in using, storing or maintaining the Assets.

14.2 Indemnification by Ornge. Ornge shall indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the provision of the Services or otherwise in connection with the Agreement, including without limitation:

- (a) anything done or omitted to be done by Ornge, Ornge Representatives or its Service Providers or the officers, employees, agents and other representatives of Services Providers, or those for whom they are in law responsible, in carrying out Ornge's obligations under, or otherwise in connection with the Agreement; and
- (b) the condition, design, operation or fitness for use of any of the assets transferred by the Ministry to Ornge under the 2005 Performance Agreement or of anything done or omitted to be done by Ornge, the Ornge Representatives or Service Providers in using, storing or maintaining the Assets.

unless solely caused by the negligence or wilful misconduct of the Ministry.



14.3 Notice of Actions. The Ministry shall give prompt written notice to Ornge of any actions, claims, demands, lawsuits and other proceedings referred to in section 14.2 of which the Ministry has knowledge. Notice shall include all available particulars of the actions, claim, lawsuit or proceeding, as the case may be, in respect of which indemnity may be sought under the Agreement.

ARTICLE 15 INSURANCE

15.1 Insurance for Ornge.

- (a) **Type of Insurance.** Ornge represents and warrants that it has, and shall maintain for the Term, in full force and effect, at its own expense, with insurers acceptable to the Ministry and to the Risk Management and Insurance Services Section of the Ministry of Government Services, acting reasonably, all insurance that would be necessary and appropriate for a prudent person in the business of Ornge. Such insurance shall include all of the following:
- (i) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence. The policy shall include the following:
 - (A) the Indemnified Parties as additional insureds with respect to liability arising in the course of the performance of Ornge's obligations under, or otherwise in connection with, the Agreement;
 - (B) a cross liability clause;
 - (C) contractual liability coverage;
 - (D) products and completed operations liability;
 - (E) tenants' legal liability coverage (with adequate sublimit); and
 - (F) provisions requiring Ornge's insurer(s) to provide the Ministry with 30 days' prior written notice of cancellation, termination or material change;
 - (ii) errors and omissions liability insurance insuring for liability for errors and omissions in the performance of Ornge's obligations under the Agreement, or failure to perform such obligations, in the amount of not less than \$5,000,000 per claim. This insurance shall be maintained in full force and effect for a period of two (2) years after the earlier of the expiry of the Term or the termination of the Agreement; and
 - (iii) with respect to aircraft owned by Ornge, if any, Ornge shall obtain and maintain aviation liability insurance, including but not limited to, aircraft



liability insurance for bodily injury (including passengers), personal injury and property damage subject to such limits of not less than \$20,000,000 (or the minimum Canada Transportation Agency required limits, whichever is greater), combined single limit per occurrence for bodily injury (including passengers), personal injury and property damage, including loss and use thereof. Passenger liability insurance is to be in effect for the maximum seating capacity of the aircraft, and including employers' liability insurance endorsement.

- (b) **Proof of Insurance.** Ornge shall provide to the Ministry a certified copy of the insurance policy confirming the above endorsements. Prior to any renewal of the policy, Ornge shall provide the Ministry with a valid Certificate of Insurance which references this Agreement, confirms the above endorsements and states any pertinent applicable exclusions. At the request of the Ministry, Ornge shall provide the Ministry with an additional certified copy of the insurance policy.
- (c) **Insurance of Ornge Medical Representatives.** Ornge shall ensure that each Ornge Medical Representative provides evidence of medical malpractice protection insurance satisfactory to the MAC.
- (d) *Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A ("WSIA").* If Ornge is subject to the WSIA, it shall submit a valid clearance certification of WSIA coverage to the Ministry. In addition, Ornge shall, from time to time at the reasonable request of the Ministry, provide additional WSIA clearance certificates and proof of compliance with any other applicable workplace health and safety legislation. Ornge covenants and agrees to pay when due, and to ensure each of its contractors pays when due, all amounts required to be paid by Ornge and its contractors, respectively from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by Ornge or its contractors and to deduct such amount from any amount due and owing from time to time to Ornge pursuant to this Agreement together with all costs incurred by the Ministry in connection therewith.

15.2 Insurance Requirements of all Commercial Air Carriers under Contract to Ornge. Ornge shall ensure that all Ornge aviation service agreements with Air Carriers under contract to Ornge (hereinafter referred to in this section as "Air Carrier Agreements") require Air Carriers to obtain and maintain in full force and effect, during the term of the Air Carrier Agreement, all insurance that would be necessary and appropriate in accordance with all applicable law for a prudent person in the business of the Air Carrier. Such insurance shall include the following:

- (a) aviation liability insurance, including, but not limited to, aircraft liability insurance for bodily injury (including passengers), personal injury and property damage acceptable to Ornge subject to limits of not less than \$20,000,000 (or the minimum Canada Transportation Agency required limits, whichever is greater) combined single limit per occurrence for bodily injury (including passenger), personal injury and property damage, including loss of use thereof. Passenger liability insurance is to be in effect for the maximum seating capacity of the



aircraft. Ornge shall include in any Air Carrier Agreement a provision to permit Ornge to increase the limit as Ornge may, in its sole discretion, deem necessary or advisable based on the exposure of the services to be provided by the Air Carrier; and

- (b) employers' liability insurance (or compliance with the paragraph below entitled "Compliance with Health & Safety Standards and WSIA Coverage" is required).

Insurance coverage for all Air Carriers must be endorsed:

- (c) to name Ornge, Ornge Representatives, Ornge directors and officers and the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Air Ambulance Services, Organ Recovery Flight Services and Other Aeromedical Services under or in connection with this Agreement;
- (c) to provide that liability insurance shall apply in the same manner as though separate policies were issued in respect of any action or claims brought against any of the insureds by any other insured or by any employee of such other Insured (Cross Liability and Severability of Interest Clause);
- (d) to provide at least 60 days' written notice from the insurer to Ornge and the Ministry, in the event of cancellation of the policy or material change thereto; and
- (f) to acknowledge that the insurance applies where the aircraft is engaged in deliberate low altitude flying in the course of rendering any aviation services for Ornge.

15.3 Proof of Insurance. Prior to an Air Carrier's provision of services to Ornge, Ornge shall require the Air Carrier to provide Ornge and the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that confirm the above endorsements and state any pertinent applicable exclusions, and renewal replacements on or before the expiry of any such insurance. Ornge shall require the Air Carrier to provide to Ornge and the Ministry, upon the request of Ornge, a certified copy of each insurance policy.

15.4 Compliance with Health & Safety Standards and WSIA Coverage. Ornge shall ensure that the Air Carrier is in full compliance with all health and safety standards and is appropriately covered under the applicable *Workplace Safety and Insurance Act* for the domicile where the Air Carrier is located.

ARTICLE 16 ACQUISITION OF GOODS AND SERVICES USE AND DISPOSAL OF ASSETS

16.1 Acquisitions. Ornge acknowledges that it is a designated broader public sector organization as defined in the BPSAA and subject to the Broader Public Sector Procurement Directive (the 'Directive') issued by Management Board of Cabinet. In acquiring supplies, equipment or services, Ornge shall comply with the Directive. Where the Directive does not require an open competitive procurement process, Ornge shall



use a process that promotes the best value for money.

16.2 Ownership and Security. Ornge will own all assets purchased with the Funds and keep all its assets secure.

16.3 Use of Assets, Employees and Service Providers. Ornge shall use its assets and employees and retain its other service providers solely for the purpose of providing the Services.

16.4 Disposal of Assets

(a) Ornge shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any of its assets with a residual value of \$100,000 or more.

(b) Ornge shall create a policy for the disposition of assets with a residual value under \$100,000 which shall be approved by the Ministry.

16.5 Proceeds. The Ministry may take any of the following actions with respect to any proceeds from the sale of assets approved by the Ministry under this Article:

(a) the Ministry may deduct an amount equal to the proceeds from any further instalments of Funds;

(b) the Ministry may direct Ornge to pay an amount equal to the proceeds to the Ministry; or

(c) the Ministry may direct Ornge to use the proceeds for a purpose relating to the provision of the Services which has been approved by the Ministry.

ARTICLE 17 REPORTING, ACCOUNTING AND REVIEW

17.1 Preparation and Submission. Ornge shall:

(a) submit to the Ministry at the address provided in section 29.1, in a timeframe to be specified by the Ministry, all Reports in accordance with the requirements set out in Schedules A and B, or in a form as specified by the Ministry from time to time;

(b) submit to the Ministry at the address provided in section 29.1, any other reports as may be requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and

(d) ensure that all Reports and other reports are signed on behalf of Ornge by an authorized signing officer.



17.2 Record Maintenance. Ornge shall:

- (a) keep and maintain within Ontario:
 - (i) all financial and accounting books, reports and records (including invoices) relating to the Funds and the Services in a manner consistent with Public Sector Accounting Standards (PSAS) unless Ornge has been advised by the Ministry that another basis of generally accepted accounting principles can be used and keep them available for review by the Ministry for 7 years unless a longer period of time is required by any applicable law;
 - (ii) all non-financial documents and records relating to the Funds and the Services;
 - (iii) without limiting the scope of (i) or (ii) above, and in addition to any other records that Ornge is required to keep and maintain under the Agreement, the records set out in Schedules C and D.

The records listed in (i), (ii) and (iii) are collectively referred to as the 'Records'.

- (b) ensure that all non-financial documents and records relating to the Funds, the Agreement and the Services, including any records it receives about the Patients it serves, are maintained in a confidential manner consistent with the provisions of the Agreement and applicable law.

17.3 Record Storage and Accessibility outside Canada.

- (a) All Databases containing Personal Health Information created by the implementation of the Agreement and the provision of Services shall be at all times held and securely stored only within Canada, and shall not be accessible in any manner by any person located outside Canada or who is, or could be subject to the laws of a foreign jurisdiction, other than an Ornge Representative.
- (b) All information management services rendered to or by Ornge in connection with the Databases shall be rendered only within Canada, unless specifically agreed to in writing by the Parties and other than during a Declaration of Emergency if the Communication Services are rendered outside of Canada.

17.4 Inspection. The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, enter upon Ornge's premises at any time to review Ornge's performance of its obligations under the Agreement including Ornge's provision of the Services and Ornge's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) subject to applicable law, inspect and copy the Records;
- (b) conduct an audit or investigation of Ornge in respect of the expenditure of the Funds and the provision of the Services.

- 17.5 Disclosure.** To assist the Ministry in exercising its rights under section 17.4, subject to applicable law, Ornge shall disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 17.6 Disclosure of Personal Health Information.** Ornge acknowledges and agrees that, in permitting the Ministry to exercise its inspection and audit rights, whether under this Agreement or any applicable law, Ornge may disclose Personal Health Information to the Ministry in accordance with any applicable law, including pursuant to clauses 38(1)(b), 39(1)(a), 39(1)(b), 43(1)(g), and 43(1)(h) of PHIPA and section 19 of the Act.
- 17.7 Review of Provision of Services.** For the purpose of reviewing Ornge's provision of the Services under section 17.4, in addition to the persons identified in section 17.4, the Ministry may use any means and the services of any third parties it deems necessary or desirable and, subject to applicable law, Ornge shall disclose any information requested by such third parties in the form they request.
- 17.8 No Control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Records.
- 17.9 Auditor General.** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- 17.10 Minister of Finance.** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Minister of Finance pursuant to section 1.0.25 of the *Financial Administration Act* (Ontario).
- 17.11 Interpretation.** For the purposes of this Article, references to the authorized representatives of the Ministry include staff of the Ministry of Finance.

ARTICLE 18 ACTIONS REQUIRING MINISTRY APPROVAL

- 18.1 Approval Required.** The following actions by Ornge require the Ministry's prior approval:
- (a) The purchase, lease or occupation of real property.
 - (b) Borrowing money or otherwise incurring debt or financial liabilities including contingent liabilities such as guarantees, except to the extent they are routine business transactions which regularly arise in the course of Ornge's delivery of the Services.
 - (c) Subject to section 16.4, the sale, lease, mortgage or other disposition of assets including granting a security interest therein.
 - (d) Becoming a member of any not-for-profit corporation or unincorporated association.



- (e) Becoming a shareholder of any corporation.
- (f) Amendments to letters patent.
- (g) Bylaw amendments altering corporate structure.
- (h) Agreements with bodies corporate within the meaning of the *Business Corporations Act* (Ontario) where a member of the Board or an Executive is a shareholder or member of such bodies corporate.
- (i) Agreements with affiliated bodies corporate within the meaning of the *Business Corporations Act* (Ontario).

ARTICLE 19
INFORMATION TO BE POSTED ON PUBLIC WEBSITE

19.1 Information to be Posted. The following information shall be posted by Ornge on its public website in a timeframe to be specified by the Ministry:

- (a) Ornge's complaints process established under clause 8.6(a).
- (b) Information about Ornge's surveys conducted under section 8.8 including when they are conducted and how to participate in a survey.
- (c) The results of Ornge's surveys conducted under section 8.8.
- (d) Ornge's patient relations process, including its patient complaints process and its Patient Advocate, established under section 8.9.
- (e) Ornge's patient declaration of values established under section 8.10.
- (f) Ornge's annual quality improvement plan as provided in section 8.11.
- (g) Compliance report regarding performance based compensation as provided in section 8.12.
- (h) Ornge's conflict of interest policies as provided in section 13.2.
- (i) Board chair's declaration of compliance regarding conflict of interest as provided in section 13.3(c).
- (j) Annual Key Performance Indicators report.
- (k) The Agreement.
- (l) Ornge's annual report including audited financial statements.
- (m) Ornge's bylaws.
- (n) Any order made by the Minister under Article 28.

- (o) Ornge's expense rules required under the Broader Public Sector Expenses Directive made under the *Broader Public Sector Accountability Act, 2010*.
 - (p) Ornge's perquisites rules and summary information about allowable perquisites required under the Broader Public Sector Perquisites Directive made under the *Broader Public Sector Accountability Act, 2010*.
 - (q) Ornge's reports and attestations under the *Broader Public Sector Accountability Act, 2010* as set out in Schedule J.
- 19.2 PSSDA Link.** Ornge's public website shall include a link to the Ministry of Finance's public website for salary disclosures under the *Public Sector Salary Disclosure Act, 1996*.

ARTICLE 20 TERM OF THE AGREEMENT

- 20.1 Term.** The term of the Agreement shall commence on the Effective Date and shall continue unless terminated pursuant to Article 21, Article 22, Article 23 or Article 24.

ARTICLE 21 TERMINATION ON NOTICE

- 21.1 Termination on Notice.** The Ministry or Ornge may terminate the Agreement at any time upon giving at least one year's Notice to the other party.
- 21.2 Consequences of Termination on Notice.** If either the Ministry or Ornge terminates the Agreement pursuant to section 21.1, the Ministry may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of Ornge; and/or
 - (c) determine the reasonable costs for Ornge to discontinue the Services, and:
 - (i) permit Ornge to offset the costs determined pursuant to section 21.2(c), against the amount owing pursuant to section 21.2(b); and/or
 - (ii) provide Funds to Ornge to cover the costs determined pursuant to section 21.2(c).

ARTICLE 22 TERMINATION WHERE NO APPROPRIATION

- 22.1 Termination Where No Appropriation.** If, as provided for in section 5.4(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any



payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to Ornge.

22.2 Consequences of Termination Where No Appropriation. If the Ministry terminates the Agreement pursuant to section 22.1, the Ministry may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of Ornge; and/or
- (c) determine the reasonable costs for Ornge to discontinue the Services and permit Ornge to offset such costs against the amount owing pursuant to section 22.2(b)

22.3 No Additional Funds. For purposes of clarity, if the costs determined pursuant to section 22.2(c) exceed the Funds remaining in the possession or under the control of Ornge, the Ministry shall not provide additional Funds to Ornge.

ARTICLE 23

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

23.1 Events of Default. Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Ministry, based on reasonable grounds, the acts or omissions of Ornge represent a significant risk to public health or welfare and that it will not be possible for Ornge to eliminate such risk to the Ministry's satisfaction;
- (b) in the opinion of the Ministry, based on reasonable grounds, Ornge breaches any material representation, warranty, covenant or other material term of the Agreement, including failing to fulfill material obligations relating to any of the following in accordance with the terms and conditions of the Agreement:
 - (i) provide the Services;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with clause 17.1(a), Reports or such other reports as may have been requested pursuant to clause 17.1(b).
- (c) Ornge makes an assignment, proposal, compromise or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (c) a receiver, a receiver and manager, trustee or other official with similar powers is appointed for Ornge for all or a substantial part of the property of Ornge and such appointment is not overturned within 90 days from the date of the appointment, or Ornge files for the appointment of any such official;
- (d) Ornge ceases to operate;

- (e) Ornge notifies the Ministry of its intention to cease to provide any of the Services or steps are taken to dissolve Ornge;
- (f) an event of Force Majeure prevents or delays the performance by Ornge of a material obligation under this Agreement for more than 60 days.

23.2 Consequences of Events of Default and Corrective Action.

- (a) Subject to section 23.2(b), if an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:
 - (i) initiate any action the Ministry considers necessary in order to facilitate the delivery of the Services;
 - (ii) provide Ornge with an opportunity to remedy the Event of Default;
 - (iii) suspend the payment of Funds for such period as the Ministry determines appropriate;
 - (iv) reduce the amount of the Funds;
 - (v) cancel all further instalments of Funds;
 - (vi) demand the repayment of any Funds remaining in the possession or under the control of Ornge;
 - (vii) demand the repayment of an amount equal to any Funds Ornge used, but did not use in accordance with the Agreement;
 - (viii) demand the repayment of an amount equal to any Funds the Ministry provided to Ornge; and/or
 - (ix) terminate the Agreement at any time, including immediately, upon giving Notice to Ornge.
- (b) The Ministry shall not request Ornge to take any action which would be inconsistent with Ornge's statutory or contractual obligations and the Ministry shall provide an opportunity to Ornge to seek legal advice on the priorities of its obligations in the event of a default.

23.3 Opportunity to Remedy.

- (a) If, in accordance with section 23.2(a)(ii), the Ministry provides Ornge with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to Ornge of:
 - (i) the particulars of the Event of Default; and
 - (ii) the Notice Period.

- (b) A remedy for an Event of Default may, in some circumstances, include the provision by Ornge, within the Notice Period, of a plan for the remedy of the Event of Default ('plan'). If Ornge wishes to provide a plan, it will consult with the Ministry who will determine whether Ornge may provide a plan as a proposed remedy. If the Ministry accepts a plan, the Notice Period is extended for the duration of the plan.

23.4 Ornge not Remediating. If the Ministry has provided Ornge with an opportunity to remedy the Event of Default pursuant to section 23.2(a)(ii), and:

- (a) Ornge does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Ministry that Ornge cannot completely remedy the Event of Default within the Notice Period;
- (c) Ornge is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry;
- (d) The plan provided by Ornge for the remedy of the Event of Default is not satisfactory to the Ministry;
- (e) The Ministry has accepted a plan for the remedy of the Event of Default but the Event of Default is not remedied in accordance with the plan,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 23.2(a) (i), (iii), (iv), (v), (vi), (vii), (viii) and (ix).

23.5 When Termination Effective. Termination under this Article shall take effect as set out in the Notice.

ARTICLE 24 TIERED KEY PERFORMANCE INDICATORS

24.1 Tiered Key Performance Indicators. Each of the following events shall constitute an Event of Default:

- (a) Ornge fails to meet a Tier 1 Key Performance Indicator set out in Schedule E and does not remedy such failure within 7 days following the receipt by Ornge of Notice to that effect;
- (b) Ornge fails to meet a Tier 2 Key Performance Indicator set out in Schedule E and does not remedy such failure within 30 days following the receipt by Ornge of Notice to that effect;

24.2 Opportunity to Remedy.

- (a) If there is an event of default set out in section 24.1, the Ministry shall provide Notice to Ornge of:
 - (i) the particulars of the Event of Default; and

(ii) the Notice Period.

(b) A remedy for an Event of Default may, in some circumstances, include the provision by Ornge, within the Notice Period, of a plan for the remedy of the Event of Default ('plan'). If Ornge wishes to provide a plan, it will consult with the Ministry who will determine whether Ornge may provide a plan as a proposed remedy. If the Ministry accepts a plan, the Notice Period is extended for the duration of the plan.

24.3 Ornge not Remediating. If the Ministry has provided Ornge with Notice under section 24.2, and:

- (a) Ornge does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Ministry that Ornge cannot completely remedy the Event of Default within the Notice Period;
- (c) Ornge is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry;
- (d) The plan provided by Ornge for the remedy of the Event of Default is not satisfactory to the Ministry;
- (e) The Ministry has accepted a plan for the remedy of the Event of Default but the Event of Default is not remedied in accordance with the plan,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 23.2(a)(i), (iii), (iv), (v), (vi), (vii), (viii) and (ix).

24.4 When Termination Effective. Termination under this Article shall take effect as set out in the Notice.

**ARTICLE 25
TRANSITION SERVICES
ASSETS ON TERMINATION
ASSIGNMENT OF AGREEMENTS**

25.1 Transition Services. Upon the termination of the Agreement, Ornge shall provide any assistance that the Ministry reasonably requests and deems necessary for the transition of the Services to a third party or to the Ministry or any other transitional arrangement.

25.2 Assets on Termination. On termination of the Agreement for any reason, all assets owned by Ornge that were paid for with the Funds or otherwise provided to Ornge by the Ministry, shall become the property of the Ministry.

25.3 Assignment of Agreements on Termination. On termination of the Agreement for any reason, each of the agreements entered into by Ornge that relate to the provision of the Services, shall be assigned to the Ministry or its designate. If consents to such



assignments are required, Ornge shall hold the benefit of all such agreements in trust for the Ministry or such designee and shall use its reasonable commercial efforts to obtain all necessary consent to such assignments.

ARTICLE 26 FUNDS AT THE END OF A FUNDING YEAR

26.1 Funds at the End of a Funding Year. If Ornge has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry may:

- (a) demand the return of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly; or
- (c) authorize Ornge to apply to Funds to a purpose related to the provision of the Services which is approved by the Ministry.

ARTICLE 27 REPAYMENT

27.1 Debt Due. If:

- (a) the Ministry demands the payment of any Funds or any other money from Ornge;
or
- (b) Ornge owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,

such Funds or other money shall be deemed to be a debt due and owing to the Ministry by Ornge, and Ornge shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

27.2 Interest Rate. The Ministry may charge Ornge interest on any money owing by Ornge at the then current interest rate charged by the Province of Ontario on accounts receivable.

27.3 Payment of Money to Ministry. Ornge shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 29.1.

ARTICLE 28 AUTHORITY OF MINISTRY TO TAKE CONTROL OF COMMUNICATION SERVICES

28.1 Definitions and Application. In this Article, "Communication Service" includes, where the context dictates, the facility within which the Communication Services are provided under this Agreement.

28.2 Purposes. The purposes of this Article are,

- (a) to enable the Ministry to act expeditiously to prevent, eliminate or reduce harm to any person, an adverse effect on the health of any person or impairment of the safety of any person caused or likely to be caused by the physical state of the Communication Service (which is deemed to include the equipment, material or other property used by the Communication Service) or the manner of operation of the Communication Service; and
- (b) to enable the Ministry to act expeditiously where the conduct of Ornge, or of an Ornge Representative or an officer or director of Ornge, affords reasonable grounds for the belief that the Communication Service is not being or is not likely to be operated with competence, honesty, integrity and concern for the health and safety of persons (including patients to whom care is provided by an Ambulance Service dispatched by the Communication Service) served by the Communication Service.

28.3 Suspension of Right to Operate a Communication Service. Where the Ministry is of the opinion upon reasonable grounds that:

- (a) the physical state of the Communication Service or the manner of operation of the Communication Service is causing or is likely to cause harm to or an adverse effect on the health of any person or impairment of the safety of any person; and
- (b) it is practicable to correct the physical state or the manner of operation, as the case may be, of the Communication Service so that it will not cause harm to or an adverse effect on the health of any person or impairment of the safety of any person,

the Ministry, by a written order, may suspend the right of Ornge to operate a Communication Service until the Ministry is satisfied that the physical state or the manner of operation, as the case may be, of the Communication Service has been so corrected.

28.4 Content of Order. An order suspending the right of Ornge to operate a Communication Service pursuant to section 28.3 shall state the matters that must be corrected in order to rescind the suspension of such right.

28.5 Order to Suspend or Cease an Activity. Where the Ministry is of the opinion upon reasonable grounds that an activity carried on, or the manner of carrying on an activity, in the course of the operation of the Communication Service is causing or is likely to cause harm to or an adverse effect on the health of any person or impairment of the safety of any person, the Ministry by a written order may require Ornge to:

- (a) suspend the carrying on of the activity until the Ministry is satisfied that the carrying on of the activity, or the manner of carrying on the activity, will not cause harm to or adversely affect the health of any person or impairment of the safety of any person; or
- (b) cease the carrying on of the activity, where the Ministry is of the opinion that it is not practicable for Ornge to carry on the activity without causing harm to or adversely affecting the health of any person or impairment of the safety of any person.

- 28.6 Order by Ministry to Take Control of a Communication Service.** Where the right of Ornge to operate a Communication Service has been suspended under this Article and where the Ministry is of the opinion that the Communication Service should continue in operation in order to provide temporarily for the health and safety of persons in the community served by the Communication Service, the Ministry by a written order may take control of the Communication Service. An order to take control of a Communication Service shall be deemed to include a right to manage, operate and administer the Communication Service, and to engage in all other related actions, in accordance with this Article and all other applicable law.
- 28.7 Authority of Ministry to Operate the Communication Service.** Where the Ministry takes control of the Communication Service, the Ministry has all the powers of Ornge under this Agreement, and all other applicable law, in respect of the Communication Service.
- 28.8 Appointment of Another Operator.** Where the Ministry takes control of the Communication Service but does not wish to manage, operate or administer the Communication Service directly, the Ministry may appoint one or more persons to manage, operate and administer the Communication Service, and each person appointed has all the powers of Ornge under this Agreement in respect of the Communication Service. However, where the Ministry has made such an appointment, each person so appointed shall be deemed to be a representative of the Ministry and the Ministry shall be deemed to be in control of the Communication Service.
- 28.9 Duration of Control.** The Ministry may take control of the Communication Service for such period of time as the Ministry, acting reasonably, deems appropriate having regard to all the circumstances. In such determination, the Ministry shall have regard to, among other things, submissions made by Ornge from time to time regarding its ability to resume providing such services.
- 28.10 Assistance by Ornge** Where the Ministry takes control of the Communication Service, Ornge shall provide any such assistance as the Ministry requests and deems necessary, including but not limited to providing the Ministry with full access to the Communication Service, the personnel employed or retained in any capacity by the Communication Service and the equipment, material or other property used by the Communication Service, in order to ensure the continued effective, efficient and unfettered operation of the Communication Service during the period of Ministry's control.
- 28.11 Payment for Services.** Where the Ministry takes control of the Communication Service, the Funds shall be reduced in proportion to the funding provided by the Ministry for the operation of the Communication Service during the time that the Communication Service is under the control of the Ministry.
- 28.12 Revocation of Right to Operate a Communication Service.** The Ministry may by written order revoke the right of Ornge to operate a Communication Service where the Ministry is of the opinion on reasonable grounds that:
- (a) the physical state of the Communication Service is causing or may cause harm to or an adverse effect on the health of any person or impairment of the safety of any person and it is not practicable to correct the physical state of the Communication Service;



- (b) the manner of operation of the Communication Service is causing or may cause harm to or an adverse effect on the health of any person or impairment of the safety of any person and it is not practicable to correct the manner of operation of the Communication Service; or
- (c) the conduct of Ornge, or of an Ornge Representative or an officer or director of Ornge, is such that the Communication Service is not being or is not likely to be operated with competence, honesty, integrity and concern for the health and safety of persons served by the Communication Service.

28.13 Notice of Order to Ornge. Where the Ministry makes an order under this Article, the Ministry shall give Ornge written notice of the order, together with written reasons for making the order. Ornge shall post the order within clear view at the Communication Service and post it on its public website.

28.14 When Order Comes into Force. The Ministry's notice of the order shall set out the date on which the order is to come into force. The order shall be effective as of that date but no earlier than receipt of the notice by Ornge. The order shall remain in force until varied or rescinded by the Ministry.

28.15 Repairs. The Ministry may have such repairs made to the Communication Service that is under the control of the Ministry under this Article as the Ministry considers necessary to prevent, eliminate or reduce harm to or an adverse effect on the health of any person or impairment of the safety of any person.

28.16 Conflict with Other Provisions. This Article, and the Ministry's rights and Ornge's obligations under this Article shall apply despite any other provision in this Agreement.

28.17 Other Rights. Nothing in this Article shall affect or prejudice in any way any other right of the Ministry under this Agreement (including but not limited to the Ministry's right to terminate this Agreement) or at law or in equity.

ARTICLE 29 NOTICE

29.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry and Ornge respectively as set out below, or as either Party later designates to the other by Notice:

To the Ministry:

Director, Emergency Health Services Branch
Ministry of Health and Long-Term Care
6th Floor, 5700 Yonge Street
Toronto, ON M2M 4K5

Tel. (416) 327-7909
Fax (416) 327-7879



To Ornge:

Chief Executive Officer
Ornge
5310 Explorer Drive
Mississauga, ON L4W 5H8

Tel. (647) 428-2014
Fax (416) 667-2220

29.2 Notice Given. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

29.3 Postal Disruption. Despite section 29.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 30
CONSENT BY MINISTRY
MINISTRY APPROVALS**

30.1 Consent. The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

30.2 Ministry Approvals. The Ministry acknowledges that decisions required of it under the Agreement may have significant operational and financial implications for Ornge. In recognition of this, the Ministry agrees that time is of the essence and shall act with all reasonable promptness when decisions are required.

**ARTICLE 31
SEVERABILITY OF PROVISIONS**

31.1 Invalidity or Unenforceability of any Provision. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 32
WAIVER**



- 32.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 29. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 33 INDEPENDENT PARTIES

- 33.1 Parties Independent.** Ornge acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry, and Ornge shall not take any actions that could establish or imply such a relationship.

ARTICLE 34 ASSIGNMENT OF AGREEMENT OR FUNDS

- 34.1 No Assignment.** Ornge shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 34.2 Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 35 GOVERNING LAW

- 35.1 Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 36 FURTHER ASSURANCES ANNUAL REVIEW

- 36.1 Agreement into Effect.** Ornge shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
- 36.2 Annual Review.** The Parties shall meet at least once per year or more frequently as they may agree, to review the Agreement and to discuss either Party's suggestions for amendments to it. Subject to section 36.3, the first annual review meeting will take place within one year from the Effective Date and following the First Review set out in section 36.3.



36.3 First Review. Notwithstanding section 36.2, the Parties agree to meet within 6 months from the Effective Date to consider information technology and information systems issues arising under the Agreement with a view to determining whether amendments to the Agreement are required.

36.4 Amendments. Any amendments to the Agreement must comply with the requirements of section 44.2.

ARTICLE 37 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

37.1 Force Majeure Means. Subject to section 37.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

37.2 Force Majeure Includes. Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 37.1.

37.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

37.4 Failure to Fulfill Obligations. Subject to section 23.1(g), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.



**ARTICLE 38
SURVIVAL**

38.1 Survival.

- (a) The provisions in Article 1, any other applicable definitions, sections 5.9(b), 9.7, 9.8, 10.4, 10.5, Articles 12 and 14, sections 16.4, 16.5(b), Article 17 (with respect to section 17.1, to the extent that Ornge has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), sections 18.1(c), 21.2, 22.2, 22.3, 23.1, 23.2(a) (iv), (v), (vi), (vii) and (viii), 24.1, Articles 25, 27, 29, 31, 35, 38, 39, 41, 43, 44, Schedule D and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of termination of the Agreement.
- (b) The provisions of section 15.2(a)(ii) (Insurance) shall continue in full force and effect for a period of two years from the date of termination of the Agreement.

**ARTICLE 39
SCHEDULES**

39.1 Schedules. The Agreement includes the following schedules:

SCHEDULE A	DOCUMENTS AND REPORTS TO BE PROVIDED BY ORNGE TO THE MINISTRY
SCHEDULE B	DETAILS OF DOCUMENTS AND REPORTS TO BE PROVIDED BY ORNGE TO THE MINISTRY
SCHEDULE C	RECORDS TO BE MAINTAINED BY ORNGE
SCHEDULE D	DETAILS OF RECORDS TO BE MAINTAINED BY ORNGE
SCHEDULE E	KEY PERFORMANCE INDICATORS
SCHEDULE F	DATA FIELD AND DATA MAPPING STRUCTURE
SCHEDULE G	HANGARS
SCHEDULE G.1	ORNGE'S COVENANTS RE HANGARS
SCHEDULE H	HANGAR EXPENSES
SCHEDULE I	INFRASTRUCTURE ONTARIO WASTE MANAGEMENT AND RECYCLING PROGRAM
SCHEDULE J	BROADER PUBLIC SECTOR ACCOUNTABILITY ACT, 2010 – REPORTS AND ATTESTATIONS TO BE POSTED ON ORNGE'S PUBLIC WEBSITE

**ARTICLE 40
COUNTERPARTS**

40.1 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 41
RIGHTS AND REMEDIES CUMULATIVE**



41.1 Rights and Remedies Cumulative. The rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 42
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

42.1 Other Agreements. If Ornge:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

**ARTICLE 43
DISPUTE RESOLUTION**

43.1 Dispute Resolution. In the event that the Parties have any significant disagreements regarding the interpretation or implementation of the Agreement, the escalation process set out below shall be followed, provided that prior to starting the escalation process, the dispute shall be put in writing:

- (a) The parties to the disagreement shall attempt to resolve it and, failing resolution, shall refer the matter to the Vice President of Ornge and Assistant Deputy Minister of the Ministry;
- (b) If the disagreement is not resolved by the Vice President and Assistant Deputy Minister, it may then be escalated, within a reasonable period of time, to the CEO and Deputy Minister of the Ministry;
- (c) If the disagreement is not resolved by the CEO and Deputy Minister, it may then be escalated, within a reasonable period of time, to the Chair of the Board and the Minister, provided that all efforts at internal resolution have been exhausted.



**ARTICLE 44
ENTIRE AGREEMENT**

- 44.1 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 44.2 Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Health and Long-Term Care**




The Honourable Deb Matthews



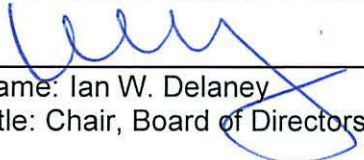
Date

ORNGE



Name: Ron J. McKerlie
Title: Interim President & CEO

March 19, 2012



Name: Ian W. Delaney
Title: Chair, Board of Directors

March 19, 2012

We have authority to bind Ornge.



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SCHEDULE "A"
DOCUMENTS AND REPORTS TO BE PROVIDED TO THE MINISTRY BY ORNGE

The Parties agree that they will jointly explore the possibility of sharing the following reports and information through an IT enabled solution, which will facilitate prompt, accurate sharing of information.

Ornge will sequentially number stamp, log and maintain on file all documents (correspondence, e-mails, etc sent to the Ministry related to performance agreement compliance in a manner agreed upon between the Ministry and Ornge.

Details of the information required of each report are found within the schedules and articles as referenced.

List of Mandatory Reporting Requirements

Report Category	Submission Frequency	Performance Agreement Reference
A) Operations		
1) Aviation Accidents and Incidents	At time of occurrence/immediately	Sched "B" 1 a)
2) Non-Aviation Incidents	Within 24 hours	Article 8.8 Sched "B" 1 b)
3) Complaints		
a) Receipt of Complaint	Immediately	Article 8.7 Sched "E" 2 e) Sched "E" 2 e)
b) Number of Complaints	Monthly	
4) Investigations		
a) Investigation Reports	Upon completion	Article 8.7
b) Number of Investigations	Monthly	
c) Number of Completed Investigations	Monthly	
d) Number of Open Investigations	Monthly	
5) Reaction/Response Times		
a) Scene Calls	Monthly	Sched "E" 1 f)
b) Inter-facility Calls	Monthly	Sched "E" 1 f)
i) By Air		
ii) By CCLA		
6) Call Volumes		
a) Number of Requests for Service	Monthly	Sched "B" 1 c)
i) Scene calls		
ii) Modified scene calls		
iii) Inter-facility calls		
b) Percentage of Requests Serviced	Monthly	Sched "B" 1 c)
i) Scene calls		
ii) Modified scene calls		
iii) Inter-facility calls		
c) Reasons why calls were not serviced	Monthly	Sched "B" 1 c)
d) Number of Patients Transported	Monthly	Sched "B" 1 e)
i) By Air		
(1) Rotary wing		
(a) Ornge		
(b) Standing Offer		
(2) Fixed wing		
(a) Ornge		
(b) Standing Offer		
ii) By CCLA		
e) Appropriate Level of Care Provided	Monthly	Sched "B" 1 d)



f) Staffing by Level of Care	Monthly	Sched "E" 1 i)
i) Number of hours/shifts staffed in accordance with the operational plan		
ii) Number of hours/shifts not staffed in accordance with the operational plan		
g) Aircraft Availability	Weekly	Sched "E" 1 e)
i) By base location		
(1) Rotary Wing		
(2) Fixed Wing		
h) CCLA Availability	Monthly	Sched "E" 1 e)
i) By base location		
i) Average Cost of Services Provided on per Patient Basis	Annually	Sched "B" 2 h)
j) Percentage of Calls Requiring Other Escorts	Monthly	Sched "B" 1 d)
i) By Air		
ii) By CCLA		
7) Master Aircraft Lists (covering all aircraft operated or contracted by Ornge)		
a) For Each Air Carrier	Annually and at time of any change	Sched "B" 1 f)
i) Aircraft call sign		
ii) Base location		
iii) Aircraft type		
b) Total Number of Aircraft	Annually and at time of any change	Sched "B" 1 f)
c) Total Number of Bases	Annually and at time of any change	Sched "B" 1 f)
d) Total Types of Aircraft	Annually and at time of any change	Sched "B" 1 f)
8) Remote and Rural Landing Sites Lists	Annually and at time of any change	Sched "B" 1 g)
9) Compliance Checklist	Annually	Sched "B" 3 d)
10) Head Office Contact Information	Annually and at time of any change	Sched "B" 1 h)
11) OCC Contact Information	Annually and at time of any change	Sched "B" 1 h)
12) Base Manager Contact Information	Annually and at time of any change	Sched "B" 1 h)
13) Pilot Aviation Safety Form	Annually and at time of any change	Article 4.9

B) Financial

1) Annual Operating Budget	Annually	Sched "B" 2 a)
2) Annual Operational Plan	Annually	Sched "B" 2 a)
3) Draft Financial Statements	by May 22 of each funding year	Sched "B" 2 b)
4) Forms and Schedules – Public Accounts	by May 22 of each funding year	Sched "B" 2 b)
5) In-Year Expenditure Report	within 30 days after each quarter	Sched "B" 2 d)
	by May 22 for the fourth quarter	Sched "B" 2 b)
6) Annual Year End Financial Report	by June 30 of each funding year	Sched "B" 2 c)
7) Aboriginal Expenditure Report	by September 1 of each funding year	Sched "B" 2 e)
8) Forecasted Aboriginal Expenditures	by Sept 1 of each funding year	Sched "B" 2 e)
9) In-Year Expenditure Report – other government reporting entities	by Sept 30 & Dec 31 of each funding year	Sched "B" 2 f)
10) Forms and Schedules - Results-Based Plan	by Oct 15 of each funding year	Sched "B" 2 g)

C) Business, Labour, Legal

1) Annual Operational Plan	Annually	Article 5.2)
2) Annual Quality Improvement Plan	Annually	Article 8.13
3) Annual Staffing Report	by June 30 annually	Sched "B" 3 a)
4) Annual Report	by June 30 annually	Sched "B" 3 b)
5) Key Indicators Report	by June 30 annually	Sched "B" 3 c) & "E"
6) Training and Education	Annually	Article 8.1
7) Operating Procedures	Annually and at time of any change	Article 8.4
8) Policies and Procedures Manuals	Annually and at time of any change	Article 9.3
9) Business Continuity Plan	Annually	Article 8.5
10) Collective Agreements	Current and at time of any change	Sched "B" 3 d)
11) Letters Patent and Bylaws	Annually and at time of any change	Article 11.4

D) Stakeholders



- | | | |
|--|------------------------------|-------------------------------|
| 1) Quality Reviews | Within 60 days of completion | Article 8.6 |
| 2) Monitoring of Ornge Representatives | Annually | Article 8.7
Sched "B" 2 m) |
| 3) Survey Results | Annually | Article 8.8 |
| a) Stakeholders | | |
| i) Persons who received services | | |
| ii) Caregivers who those who received services | | |
| b) Land ambulance operators | | |
| b) Employees | | |



SCHEDULE "B"
DETAILS OF DOCUMENTS AND REPORTS TO BE PROVIDED TO THE MINISTRY BY
ORNGE

1. Operations

- (a) **Aviation Accidents and Incidents**
Ornge will ensure that the Ministry immediately receives written notice of each accident and/or incident as defined by the Civil Aviation Daily Occurrence Reporting System (CADORS).
- (b) **Non-Aviation Incidents**
All incident reports which are required to be completed under the Ambulance Service Documentation Standards will be faxed or provided to the Ministry as soon as possible following its completion.
- (c) **Call Volumes**
Number of Call requests received, percentage that were serviced and reasons why balance of Calls were not serviced.
- (d) **Percentage/numbers of Calls where the appropriate level of care was provided (as per Medical Algorithm) including:**
- patient pick-up location,
 - latitude/longitude for every leg of flight and/or land transport
 - percentage of flights/land transfers where escorts were required and reason why
- (e) **Number of patients being transported (including mode of transport) in the form required by the Ministry.**
- (f) **Ornge Master Aircraft lists covering all types of aircraft operated or contracted by Ornge and all contract types (e.g., standing agreement, dedicated and organ recovery flight aircraft). The Master Aircraft list should include items such as the following:**
- Name of air carrier, aircraft call sign, base location for each aircraft, aircraft type (jet, turboprop, rotary),
- Total for number of aircraft on each list.
 - Total for number of bases.
 - Totals for types of aircraft (e.g., rotary, turbo prop, jets)
- (g) **List of Remote and Rural Landing Sites (including location and whether daylight use only or night landing certified)**
- (h) **Lists to be provided to the Ministry at minimum every 6 months**
- Head office phone numbers (including position titles) for administrative staff including regularly updated full contact information (cell, phone, e-mail, pager, etc) for key contacts as agreed to between the Ministry and Ornge (e.g. VP

- Operations, OCC Manager, Executive Level positions). List should be updated at minimum on an annual basis
- Ornge Communications Centre operational dispatch phone numbers used by hospital and EMS stakeholders. List should be updated at minimum on an annual basis
 - Contact/Phone list for all Ornge base managers including base addresses and base administrators. List should be updated at minimum on an annual basis

2. Financial Reports

- (a) By February 1st of each Funding Year, proposed annual operating budget and proposed operational plan for the next Funding Year in the form specified by the Ministry.
- (b) By May 22 of each Funding Year:
- (i) draft financial statements including draft notes to the financial statements for the previous Funding Year.
 - (iii) the completion of forms and schedules in the form specified by the Ministry to meet the consolidation information requirements for the Public Accounts.
 - (iv) a completed In-Year Expenditure Report as specified in (d) below for the quarter ending March 31. Any revisions or adjustments made to the In-Year Expenditure Report subsequent to May 22 shall require a resubmission of the report to the Ministry by June 30 to agree with the Audited Financial Statements
- (c) By June 30 of each Funding Year, an Annual Year-End Financial Report Submission including audited financial statements in the form specified by the Ministry, annual report and management letters or any other written communication issued by Ornge's auditor, for the previous Funding Year, in the form specified by the Ministry.
- (d) Within 30 days after the end of each quarter, during each Funding Year (June 30, September 30, December 31), a completed In-Year Expenditure Report, in the form specified by the Ministry, covering the cumulative actual expenditures and forecasted expenditures for the entire current Funding Year. The report will identify and explain the variance in each budget category from the Budget.
- (e) By September 1 of each Funding year, a report covering aboriginal expenditure data for the previous Funding Year and forecasted aboriginal expenditures for the current Funding Year.
- (f) By September 30 and December 31 of each Funding Year, an In-Year Expenditure report covering the cumulative expenditures detailing payments made to or on behalf of other government reporting entities.



(g) By October 15 of each Funding year, the completion of forms and schedules in the form specified by the Ministry to meet the consolidation information requirements for Results-Based Planning.

(h) Average cost of services provided on a per patient basis.

3. Business, Labour, Legal

(a) By June 30 of each year, an annual staffing report containing, at a minimum, with respect to Ornge Medical Representatives and Communication Services staff:

(i) staffing inventory and salary ranges;

(ii) position inventory; and

(iii) training summary.

(b) By June 30 of each year, an annual report on the activities and operations of Ornge for the preceding Fiscal Year including audited financial statements.

(c) By June 30 of each year, a report on Ornge's success in achieving the Key Performance Indicators for the previous Fiscal Year.

(d) Collective Agreements

(e) Any declarations and additional documentation confirming Ornge's compliance with all requirements of the PA as set out in the checklist to be developed by the Ministry and supplied to Ornge.



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SCHEDULE "C"
RECORDS TO BE MAINTAINED BY ORNGE

Details of the information required of each report are found within the schedules and articles as referenced.

List of Reports

(to be produced by Ornge but retained by Ornge, unless otherwise requested by the Ministry)

Report	Performance Agreement Reference
1) Record of each Medical Staff	Sched "D" 1 a) i)
2) Record of Quality Assurance Activities	Sched "D" 1 a) ii)
3) Record of each Ride Out	Sched "D" 1 a) iii)
4) Record of each Base Hospital Physician	Sched "D" 1 a) iv)
5) Record of each device utilized for a Controlled Medical Act	Sched "D" 1 a) v)
6) Paramedic Practice Review Committee	Sched "D" 1 b)
7) Continuing Medical Education	Sched "D" 1 c)
8) Broader Public Health Sector and Other Levels of Government	Sched "D" 1 d)
9) Medical / Dispatch Quality Assurance	Sched "D" 1 e)
10) Ambulance Call Report Records	Sched "D" 1 e)
11) Landing Site Listing and Approach Procedure Manual	Article 4.4 (a)
12) Landing Site Inspection Reports	Article 4.4 (c)
13) Landing Site Maintenance Reports	Article 4.4 (d)



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SCHEDULE "D"
DETAILS OF RECORDS TO BE MAINTAINED BY ORNGE

**I. ORNGE MEDICAL OVERSIGHT SERVICE DOCUMENTATION
REQUIREMENTS AND RETENTION PERIODS**

- (a) The following documentation will be created and maintained for seven (7) years unless a longer period of time is required by any applicable law:
 - (i) a record for each Medical Staff member including:
 - (A) name, qualifications/certifications;
 - (B) the date, duration and outcome for each education program provided for each Controlled Act;
 - (C) the date of original certification;
 - (D) with respect to Paramedics, the date of each deactivation or de-certification and reactivation or re-certification as may be undertaken by Ornge;
 - (E) the date, location, type, nature and duration of each Continuing Medical Education activity including those dedicated to the maintenance of each Controlled Act.
 - * (ii) A record of quality assurance/improvement activities conducted, including:
 - (A) summary of evaluation or audit findings of ACR data,
 - (B) identity of the Air Carrier involved with each audited Call,
 - (C) identity of the Staff member or designate performing the quality assurance activity,
 - (D) in respect of accidents and/or incidents, the content and timing of all quality assurance feedback communicated to the Air Carrier and ORNGE Medical Representatives, as applicable,
 - * (iii) A record of each ride out or Air Ambulance Service site visit undertaken by the Staff, including:
 - (A) identity of the Staff member conducting the field evaluation(s); and
 - (B) identity of the Air Ambulance Service and crew where the field evaluation was undertaken.



- (iii) A record of each Base Hospital Physician authorized by the MAC to supervise the delivery of Controlled Acts by Paramedics or other health professionals as applicable, including:
 - (A) identity of such physician,
 - (B) date of authorization,
 - (C) date authorization revoked,
 - (D) summary of such physician's attendance at required Continuing Medical Education,
 - (E) summary of such physician's required participation in ORNGE education, field evaluation, and on line support,
 - (F) summary of such physician's performance, in the provision of on line medical control, through physician-driven quality assurance activities.

- (v) A record of each device utilized for the delivery of a Controlled Act, including:
 - (A) the date of acquisition of each device,
 - (B) the identity of the supplier of each device,
 - (C) a record of device maintenance,
 - (D) a record of quality assurance initiatives established to review and formulate plans to prevent re-occurrence,
 - (E) a record of the date and nature of disposal of the device, and
 - (F) any device breakdown or failure which results in a negative Patient outcome.

A copy of the documentation created to record each such device breakdown or failure will be retained for seven (7) years unless a longer period of time is required by any applicable law.

(b) Paramedic Practice Review Committee:

Documentation will be created and maintained with respect to the establishment and deliberations of this Committee. The records under this section will be maintained for seven (7) years unless a longer period of time is required by any applicable law.

(c) Continuing Medical Education (CME):

The following documentation with respect to the CME delivered by Ornge will be created and maintained by Ornge for seven (7) years unless a longer period of time is required by applicable law:

- (i) a record of the date and location of each CME program offered to and held for Ornge Representatives;
- (ii) a record of the date and location of each clinical placement offered to Medical Staff; and
- (iii) a record of the date and location of each CME program offered to and held for any other stakeholders of the air ambulance program.

(d) Broader Public Health Sector and Other Levels of Government:

Documentation will be created in regard to the service liaison responsibilities authorized by the Ministry for delivery by Ornge. The records under this section will be maintained for such period of time as required by applicable law.

- (i) a record of the date and location of each liaison meeting held for Ambulance Services in the Ministry approved geographic coverage area of Ornge. A record will be made of those attending at each liaison meeting; and
- (ii) a record of the date and location of each liaison meeting held for receiving hospitals and other health institutions in the Ministry approved geographic coverage area of Ornge. A record will be made of those attending at each liaison meeting.

(e) Medical Quality Assurance

The Ambulance Call Report records under this section will be maintained for such period of time as required by applicable law, as follows:

- (i) specific and summary information regarding the participation of Medical Staff in quality assurance/improvement activities; and
- (ii) a record of each Ambulance Call Report collected by Ornge from Services Providers.
- (iii) records for Dispatch Quality Assurance program.

*In a timeframe to be specified by the Ministry.



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SCHEDULE "E"
KEY PERFORMANCE INDICATORS

Tier One Indicators: (7 Day Cure Period)

- (a) Ornge shall ensure that the Medical Director, Associate Medical Directors and Base Hospital Physicians are duly qualified to delegate Controlled Acts and to provide medical direction. Upon becoming aware that any such individual is not so qualified, Ornge shall remove him or her from such position until he or she is duly qualified.
- (b) Ornge shall ensure that the Medical Staff is duly qualified to provide Patient care to persons receiving Air Ambulance Services and CCLA Services. Upon becoming aware that any such individual is not so qualified, Ornge shall remove him or her from such position until he or she is duly qualified.
- (c) Access to the Communication Services shall be available at all times as set out in section 4.1(d)(i) of this Agreement.
- (d) Ornge shall ensure the availability of staffed aircraft, rotary and fixed, and staffed CCLA vehicles and shall adhere to Communications Service staffing levels as set out in the annual Operational Plan.
- (e) Except in circumstances where there is an outbreak, including by reason of an epidemic, quarantine or other extraordinary circumstance (e.g. SARS), Ornge will provide the following services:
 - (i) For scene calls, the Caller will be advised within ten (10) minutes of receipt of each Call on the status of Ornge's ability to dispatch an aircraft, (receipt of a Call will be measured from the time the call is received);
 - (ii) For acute care air transfer, the Caller will be advised within twenty (20) minutes of each Call on the status of Ornge's ability to dispatch an aircraft;
 - (iii) For each caller requesting CCLA Services, the Caller will be advised within ten (10) minutes of each Call on the status of Ornge's ability to dispatch a CCLA Vehicle; and
 - (iv) For the screening of transfers for Febrile Respiratory Infections, Ornge will provide an MT number within ten (10) minutes of the request where appropriate to 90% of transfer requests.
 - (v) For all Standing Agreement Aircraft emergent and urgent Calls, the pilot-in-command will request Air Traffic Control clearance within one hour of the agreed-upon departure time.
 - (vi) For Dedicated Aircraft emergent and urgent Calls, if the Dedicated Aircraft is fuelled, the pilot-in-command will request Air Traffic Control



- clearance within 15 minutes of the pilot-in-command's acceptance of the Call.
- (vii) For Dedicated Aircraft emergent and urgent Calls, if the Dedicated Aircraft requires fuel, the pilot-in-command will request Air Traffic Control clearance within 25 minutes of the pilot-in-command's acceptance of the Call.
 - (viii) For each Call requesting CCLA Services, each CCLA vehicle shall be mobile in response to the Call within 10 minutes of the request.
- (f) Ornge will ensure that each Call is responded to as is contemplated by section 4.3 of this Agreement.
 - (g) Each request for Air Ambulance Services will be documented in the manner contemplated by clause 4.1(f) and section 9.1 of this Agreement.
 - (h) Ornge shall ensure the provision of the appropriate level of care as per the Medical Algorithms.
 - (i) In addition to the requirements of section 8.2(a) of this Agreement, Communication Service Decision Support Software will be maintained in good working order.
 - (j) Ornge and Ornge Representatives will at all times abide by the requirements of the Act, the Regulations and other applicable law in the performance of the Services as is contemplated by clause 5.5(a)(ii) of this Agreement.

Tier Two Indicators: (30 day Cure Period)

- (a) Annually, and where required, Ornge shall ensure that the air carriers meet the aviation requirements of the Canada Transportation Agency and the Government of Ontario air operations standards.
- (b) In addition to the requirements of section 17.2 of this Agreement, each Call relating to the request for Air Ambulance Services and CCLA Services will be recorded and retained for a period of not less than seven (7) years.
- (c) Ornge shall maintain a timely process for receiving, documenting and addressing complaints and identifying and communicating complaints to the Ministry for review and follow-up in accordance with section 8.6 of the Agreement.
- (d) Ornge shall, within thirty (30) days after the end of each quarter during each Fiscal Year, and on additional occasions as may be reasonably requested by the Ministry from time to time, and within seven (7) days of any such request, meet with the Ministry at such times as agreed upon by the Parties, at the office of the designated representative of the Ministry, to discuss the operations and status of the Services and any other matters relating to the Services or the Agreement.

- (e) In addition to the requirements of section 17.2 of this Agreement, a record of each financial transaction in relation to each Patient transport will be maintained for a period of not less than seven (7) years.
- (f) An incident report consistent with the requirements of the Regulation will be transmitted to the Ministry within five (5) business days of the occurrence to which the incident report applies.
- (g) As contemplated by section 8.4 of this Agreement, Ornge shall maintain and test its Business Continuity Plan on an annual basis.
- (h) In the event of a telecommunications or information system malfunction or downtime, the Communications Services shall continue to be provided to all Callers and to all Patients in the Catchment Area by utilizing contingency plans and procedures including those set out in the Business Continuity Plan.
- (i) In addition to the requirements of section 9.3 of this Agreement, the policy and procedure manuals will be reviewed annually and updated as necessary and a copy of each update will be provided by Ornge to the Ministry within 15 business days of completion or each update, as the case may be.
- (j) In addition to the requirements of section B of Schedule "A", within 90 days of the end of each Fiscal Year, Ornge will provide the Ministry with an annual audited financial statement in respect of the immediately preceding Fiscal Year.
- (k) Ornge will maintain a method by which it may summarize each physician's performance in the provision of on-line medical control, through physician-driven quality assurance activities.
- (l) Ornge and Ornge Representatives will at all times abide by any other covenant within this Agreement which has not been generally or specifically described in this Schedule.
- (m) Ornge shall monitor and conduct performance reviews of all Staff and medical Staff no less frequently than annually, and shall notify all Staff and Medical Staff of such process.
- (n) For all Standing Agreement Aircraft non-emergent and non-urgent Calls, the pilot-in-command will request Air Traffic Control clearance within one hour of the agreed-upon departure time.
- (o) For Dedicated Aircraft non-emergent and non-urgent Calls, if the Dedicated Aircraft is fuelled, the pilot-in-command will request Air Traffic Control clearance within 30 minutes of the pilot-in-command's acceptance of the Call.
- (p) For Dedicated Aircraft non-emergent and non-urgent Calls, if the Dedicated Aircraft requires fuel, the pilot-in-command will request Air Traffic Control clearance within 40 minutes of the pilot-in-command's acceptance of the Call.

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SCHEDULE "F"
DATA FIELD AND DATA MAPPING STRUCTURE

The Parties agree to work cooperatively to promptly ensure that Ornge collects, stores and reports on data according to the fields and the Data maps set out in this schedule. The parties shall agree on a time limit for implementation of this reporting structure and in the interim, Ornge shall supply the required information in the manner in which it is currently collected and in the form which the current information technology supports.

Patient

Attribute Name	Data Type
Patient ID	INT
First Name	VARCHAR(15)
Last Name	VARCHAR(20)
Address	VARCHAR(30)
Apt	VARCHAR(10)
City/Municipality	VARCHAR(20)
Province	VARCHAR(5)
Postal Code	VARCHAR(10)
Health Card Num	VARCHAR(15)
Date Of Birth	DATETIME
Sex	CHAR(1)
Phone	VARCHAR(14)
Area Code	CHAR(3)
Physician	VARCHAR()
Physician Location ID	INT
Status	CHAR(1)
In Service/Create Date/Time	DATETIME
Out of Service Date/Time	DATETIME
Created By	VARCHAR()
Last Accessed Date/Time	DATETIME
Last Accessed By	VARCHAR()

Incident/Call

Attribute Name	Data Type
Incident Number	INT
Flight ID	INT
MT Number	INT
Escort(s) (Name & Type)	VARCHAR(30)
Initial Priority Code	TINYINT
Overall Priority Code	TINYINT
Problem Nature	VARCHAR(50)
Provider Care Level	CHAR(1)
Provider Care Level Downgrade Reason	CHAR(1)
Edited Provider Care Level	CHAR(1)
Patient ID	INT
Patient First Name	VARCHAR(15)
Patient Last Name	VARCHAR(20)
Patient Sex	CHAR(1)
Patient Age	TINYINT
Single-Patient	BIT
Altitude Restrictions	INT
Origin Location	VARCHAR(50)
Origin Address	VARCHAR(30)
Origin Apt/Unit	VARCHAR(10)
Origin City	VARCHAR(20)
Origin Latitude	VARCHAR(10)
Origin Longitude	VARCHAR(10)
Origin UTM	INT
Origin UTM Zone	SMALLINT
Origin Phone	VARCHAR(10)
Sending Physician	VARCHAR(50)
Planned Pickup Date/Time	DATETIME
Estimated Pickup Date/Time	DATETIME
Actual Pickup Date/Time	DATETIME
Method of call received	VARCHAR(20)
Caller Name	VARCHAR(50)
Caller Type	VARCHAR(15)
Caller Location Name	VARCHAR(20)
Caller Address	VARCHAR(25)
Caller Apt/Unit	VARCHAR(10)
Caller City	VARCHAR(20)
Caller Province	VARCHAR(5)
Caller Phone	VARCHAR(10)
Caller Area Code	VARCHAR(3)
Destination Location	VARCHAR(20)
Destination Address	VARCHAR(20)
Destination Apt/Unit	VARCHAR(10)
Destination City	VARCHAR(20)
Destination Latitude	VARCHAR(10)

Destination Longitude	VARCHAR(10)
Destination UTM	INT
Destination UTM Zone	SMALLINT
Destination Phone	VARCHAR(10)
Receiving Physician	VARCHAR(50)
Comments	VARCHAR(500)
Appointment Date/Time	DATETIME
Planned Arrival Date/Time	DATETIME
Estimated Arrival Date/Time	DATETIME
Actual Arrival Date/Time	DATETIME
Patch Type	VARCHAR(50)
Patch To	VARCHAR(50)
Patch Start Date/Time	DATETIME
Patch Finish Date/Time	DATETIME
Call Taking Performed By	VARCHAR(50)
Call Created Date/Time	DATETIME
Call Cancelled By	VARCHAR(50)
Call Cancelled Date/Time	DATETIME
Call Cancelled Reason	VARCHAR(20)
Call Closed By	VARCHAR(50)
Call Closed Date/Time	DATETIME

Flight

Attribute Name	Data Type
Flight ID	INT
Aircraft ID	VARCHAR(5)
Carrier/Service ID	VARCHAR(5)
Statute Miles	FLOAT
Litres Burned	INT
Estimated Dry Cost	MONEY
Actual Dry Cost	MONEY
Estimated Fuel Costs	MONEY
Actual Fuel Costs	MONEY
Flight Quote	MONEY
Captain ID	INT
First Officer ID	INT
Number of Landings	INT
Planned Flight Departure	DATETIME
Estimated Flight Departure	DATETIME
Actual Flight Departure	DATETIME
Planned Flight Arrival	DATETIME
Estimated Flight Arrival	DATETIME
Actual Flight Arrival	DATETIME
Comments	VARCHAR(500)
Flight Created By	VARCHAR(20)
Flight Created Date/Time	DATETIME
Flight Closed By	VARCHAR(20)
Flight Closed Date/Time	DATETIME
Flight Cancelled By	VARCHAR(20)
Flight Cancelled Date/Time	DATETIME
Flight Cancelled Reason	VARCHAR(20)



Leg

Attribute Name	Data Type
Flight ID	INT
Leg ID/Sequence	SMALLINT
Origin Location/Airport	VARCHAR(4)
Planned Origin Departure Time	DATETIME
Estimated Origin Departure Time	DATETIME
Actual Origin Departure Time	DATETIME
Statute Miles	FLOAT
Max Provider Care Level	CHAR(1)
On Board Incident(s)	VARCHAR(500)
Attendant ID(s)	INT
Destination Location/Airport	VARCHAR(25)
Planned Destination Arrival Time	DATETIME
Estimated Destination Arrival Time	DATETIME
Actual Destination Arrival Time	DATETIME
Comments	VARCHAR(500)
Leg Created By	VARCHAR(20)
Leg Created Date/Time	DATETIME
Cancelled Date/Time	DATETIME
Cancelled Reason	VARCHAR(20)
Cancelled By	VARCHAR(20)
Last Updated Date	DATETIME
Last Updated By	VARCHAR(20)

Aircraft Recommendation

Attribute Name	Data Type
Flight ID	INT
Sequence	SMALLINT
Carrier ID	VARCHAR(5)
Aircraft ID	INT
Statute Miles	FLOAT
Origin Location/Airport	VARCHAR(4)
Destination Location/Airport	VARCHAR(4)
Dry Cost	MONEY
Fuel Consumption/Costs	MONEY
Contact	VARCHAR(20)
Accept Date/Time	DATETIME
Decline Date/Time	DATETIME
Decline Reason	VARCHAR(20)



Aircraft

Attribute Name	Data Type
Aircraft ID	VARCHAR(4)
Call Sign	VARCHAR(5)
Manufacturer	VARCHAR(50)
Model	VARCHAR(30)
Carrier/Service ID	VARCHAR(5)
Base Location/Station ID	SMALLINT
Fuel Type	CHAR(3)
Contract Type	VARCHAR(20)
Speed	VARCHAR(5)
Range	VARCHAR(5)
Balanced Field Length	VARCHAR(5)
Door Width	VARCHAR(7)
Door Height	VARCHAR(7)
Sill Height	VARCHAR(7)
Load Restrictions	VARCHAR(2000)
Pressurized	CHAR(1)
Quantity DC Jones Plugs	VARCHAR(7)
Quantity AC Plugs	VARCHAR(7)
Stretcher Seat Incubator combinations	VARCHAR(7)
Status	CHAR(1)
In Service Date	DATETIME
Out Of Service Date	DATETIME
Insurance Expiry Date	DATETIME

Land Legs Link

Attribute Name	Data Type
Flight ID	INT
Leg ID	SMALLINT
Patient-Incident ID	INT
Origin/Destination Link	CHAR(1)
CACC ID	SMALLINT
Incident/Call ID	INT
Priority	TINYINT
Provider Care Level	VARCHAR(3)
Problem Nature	VA4RCHAR(50)
Comments	VARCHAR(500)
Created By	VARCHAR(20)
Created By Date	DATETIME
Last Updated By	VARCHAR(20)
Last Updated Date/Time	DATETIME

Delays

Attribute Name	Data Type
Flight ID	INT
Leg ID	SMALLINT
Delay Reason/Type	VARCHAR(20)
Delay Entered By	VARCHAR(20)
Delay Start Date/Time	DATETIME
Delay Completed Date/Time	DATETIME
Delay Costs	MONEY

Carrier/Service

Attribute Name	Data Type
Service/Carrier ID/Code	INT
name	VARCHAR(30)
type	
address	VARCHAR(30)
City	VARCHAR(20)
Province	VARCHAR(5)
Postal Code	VARCHAR(10)
Phone(s)	VARCHAR(10)
Fax	VARCHAR(10)
Contact(s)	VARCHAR(50)
Latitude	VARCHAR(10)
Longitude	VARCHAR(10)
UTM	INT
UTM Zone	SMALLINT
Contract ID	INT
Contract Type	VARCHAR(50)
Contract Expiry	DATETIME
Comments	VARCHAR(500)
In Service Date	DATETIME
Out Of Service Date	DATETIME
Status	CHAR(1)
Last Update	DATETIME
Last Update By	DATETIME
Billing Address	VARCHAR(30)

Bases

Attribute Name	Data Type
Base ID	SMALLINT
Base Airport ID/Call Sign	VARCHAR(3)
Base Description/Name	VARCHAR(30)
Address	VARCHAR(30)
City	VARCHAR(20)
Province	VARCHAR(3)
Postal	VARCHAR(10)
Phone(s)	VARCHAR(10)
Fax	VARCHAR(10)
Contact(s)	VARCHAR(50)
Latitude	VARCHAR(10)
Longitude	VARCHAR(10)
UTM	INT
UTM Zone	SMALLINT
Comments	VARCHAR(500)
In Service Date	DATETIME
Out Of Service Date	DATETIME
Status	CHAR(1)
Last Updated Date	DATETIME
Last Updated By	VARCHAR(30)



Airports

Attribute Name	Data Type
Airport ID/Call Sign	VARCHAR(5)
Airport Name	VARCHAR(50)
Airport Type	VARCHAR(5)
Address	VARCHAR(30)
City	VARCHAR(30)
Province	VARCHAR(5)
Postal Code	VARCHAR(10)
Latitude	VARCHAR(10)
Longitude	VARCHAR(10)
UTM	INT
UTM Zone	SMALLINT
Time Zone	DATETIME
Closest CACC	SMALLINT
Phone(s)	VARCHAR(10)
Fax	VARCHAR(10)
Control Tower Phone(s)	VARCHAR(10)
Security Phone(s)	VARCHAR(10)
Operator Phone(s)	VARCHAR(10)
Night License	VARCHAR(50)
Permanent Lights	VARCHAR(50)
Lights Notes	VARCHAR(500)
Fuel Contact(s)	VARCHAR(50)
Fuel Contact Phone(s)	VARCHAR(10)
Comments	VARCHAR(500)
In Service Date	DATETIME
Out Of Service Date	DATETIME
Status	CHAR(1)
Last Updated Date	DATETIME
Last Updated By	VARCHAR(30)

Personnel

Attribute Name	Data Type
First Name	VARCHAR(20)
Last Name	VARCHAR(30)
Badge Number (EHS)	INT
Functional Role	VARCHAR(20)
Comments	VARCHAR(500)
In Service Date	DATETIME
Out Of Service Date	DATETIME
Status	CHAR(1)
Last Updated Date	DATETIME
Last Updated By	VARCHAR(30)

Certifications

Attribute Name	Data Type
Personnel Badge Number	INT
Carrier/Service ID	INT
Certification Type	VARCHAR(20)
Certification Certificate/Licence	VARCHAR(20)
Certification Active Date	DATETIME
Certification Expiry Date	DATETIME

Edit Tracking (recommended)

Attribute Name	Data Type
Table Name	VARCHAR(50)
Column Name	VARCHAR(50)
Original Value	VARCHAR(50)
Changed To Value	VARCHAR(50)
Change Date/Time	DATETIME
Changed By	VARCHAR(30)
Change Reason	VARCHAR(30)

SCHEDULE "G"
HANGARS

Hangars leased by the Ministry from Infrastructure Ontario at the following locations:

1. Toronto City Centre Airport
2. Sudbury Airport
3. Thunder Bay Airport*
4. Timmins Airport*
5. Timmins Airport
6. Sioux Lookout Airport

* shared with the Ministry of Natural Resources

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SCHEDULE "G.1"
ORNGE'S COVENANTS RE HANGARS

Ornge shall provide the Services in the Hangars as would a prudent tenant or occupant thereof, in strict compliance with the provisions of this Agreement. Without limiting the generality of the foregoing, Ornge covenants and agrees that it:

- (a) shall advise the Ministry as soon as reasonably possible of the installation of any appliance or business machine which consumes or is likely to consume large quantities of electricity (other than one installed in replacement of another appliance or machine using approximately the same quantity of electricity) and shall provide the Ministry with a list of all such equipment used in the Hangars upon request;
- (b) shall not allow any garbage or any objectionable material to accumulate in or about the Hangars, including the interior and exterior areas thereof;
- (c) shall comply with the Ministry's and/or Infrastructure Ontario's waste management and recycling program, to the extent that such services are available locally, in force from time to time, attached hereto as Schedule I;
- (d) shall at all times, at its own cost and expense, keep and maintain its trade fixtures, leasehold improvements and floor coverings in a like condition as at January 3, 2006, in accordance with any applicable law;
- (e) shall, if the Hangars or any part of them requires repair, replacement or alteration (a) because of the negligence, fault, omission, want of skill, act or misconduct of Ornge or its Service Provider, or (b) as a result of the requirements of any applicable law relating to the Service Provider's conduct of business, or (c) as a result of the Service Provider stopping up or damaging the heating apparatus, water pipes, drainage pipes or other equipment or facilities or parts of the Hangars, forthwith repair or cause the same to be repaired, and the cost of the repairs, replacements or alterations plus a sum equal to ten percent (10%) thereof, will be the sole responsibility of Ornge and shall be payable forthwith upon completion of such work and the provision to Ornge of detailed invoices. All such work shall be done under the supervision and control of the Ministry and/or Infrastructure Ontario;
- (f) shall, provided Ornge is not in default hereunder, on the termination of this Agreement or on a direction to vacate one or more Hangars by the Ministry under section 6.2, remove its trade fixtures and repair all damage resulting from the installation or removal of same as were installed by Ornge after January 3, 2006; if the trade fixtures or any other property in the Hangars are not removed upon the termination of this Agreement or the Ministry's direction to vacate, the Ministry and/or Infrastructure Ontario shall have no obligation with respect thereto and may sell or destroy the same or have them removed or stored at the expense of Ornge or, at the option of the Ministry and/or Infrastructure Ontario, such trade fixtures and other property shall become the absolute property of Infrastructure Ontario without any compensation to Ornge;



- (g) shall, if the Hangars or any one or part thereof are destroyed or damaged by any cause whatsoever so as to render the Hangars or any one or any part thereof substantially or wholly unfit for occupancy, vacate the affected Hangars;
- (h) if and whenever Ornge and/or a Service Provider fails to observe or perform any obligation with respect to the Hangars, or abandon or attempt to abandon the Hangars, the Ministry, in addition to any other rights or remedies it has pursuant to any applicable law, has the right, if such default is not cured within 30 days' notice from the Ministry to Ornge, to terminate Ornge's permission to use the Hangars or to re-enter and repossess the Hangars, and may expel all persons and remove all property belonging to Ornge, which property may be removed and sold or disposed of by the Ministry and/or Infrastructure Ontario as deemed advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of Ornge;
- (i) shall pay to the Ministry forthwith upon demand all costs incurred, including legal expenses and reasonable compensation for all time expended by the Ministry and/or Infrastructure Ontario's own personnel arising as a result of any default in Ornge's obligations hereunder in respect of the Hangars;
- (j) forthwith upon termination of this Agreement or a direction by the Ministry to vacate one or more Hangars under section 6.2, deliver to the Ministry vacant possession of the Hangars and shall remove all of its assets therefrom, in such condition in which they are required to keep the Hangars during the Term, and leave the Hangars in a neat and clean condition and return to the Ministry all keys to the Hangars;
- (k) shall abide by all rules and regulations established from time to time by the owners, operators and/or managers of the airports where the Hangars are located, as applicable, including with respect to vehicular access and parking;
- (l) shall not do, omit or permit to be done or omitted to be done in the Hangars or the airports where the Hangars are situate, anything which shall be or may result in a nuisance to the owners, operators, managers or other occupants of the airports and/or the Hangars; and
- (m) shall use its continuing efforts throughout the Term to ensure that no part of the Hangars or the airports where the Hangars are located, as applicable, are used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant (as hereinafter defined), except in strict compliance with all applicable law, including environmental, land use, occupational health and safety laws, regulations, requirements, permits and by-laws. "Environmental Contaminant" includes any hazardous or toxic substances or materials, including products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handled friable materials including asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to applicable law.

In addition, Ornge shall ensure that each Service Provider complies with the foregoing covenants to the extent that they are applicable to such Service Provider.



SCHEDULE "H"
HANGAR EXPENSES

To be paid by the Ministry for each of the Hangars, all work to be pre-approved by the Ministry.

Cleaning for office portions of hangars only and rest room supplies
Daily cleaning services
Locks and doors
Pest control
Elevator expense
Heating, ventilation and air conditioning repairs & maintenance.
Mechanical supplies
Roof repairs
General repair & maintenance costs
Utilities (water, sewer, hydro, propane, oil, gas)
Waste & recycling
Municipal property tax, and construction permits and inspections
Snow clearing, sweeping, grounds keeping (does not include tarmac maintenance which is responsibility of airport authority)
Other Roads/grounds not specified
General purpose telephone lines
General electrical maintenance costs
Lighting supplies
Window repairs
Plumbing repair/maintenance
Drainage/flood control
Fire & life safety repairs
Fire & life safety inspection
Insurance on facilities (but not contents)
Major capital repairs



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SCHEDULE "I"
**INFRASTRUCTURE ONTARIO WASTE MANAGEMENT AND RECYCLING
PROGRAM**

1. Waste in the Hangars will be separated into five (5) categories by Service Provider employees:
 - 1.1 Fine Paper
 - 1.2 Newspaper
 - 1.3 Glass Bottles, Cans, Plastic Bottles
 - 1.4 Disposable Waste
 - 1.5 Cardboard

Note: The number of categories may be increased or materials within categories changed.

2. Source separation will be carried out by Service Provider employees in the following manner:
 - 2.1 Collecting of fine paper in desktop containers.
 - 2.2 Depositing fine paper in strategically located floor containers so designated.
 - 2.3 Depositing newspapers in strategically located floor containers so designated.
 - 2.4 Depositing glass, plastic bottles and cans (soft drink) into strategically located "Blue Box" containers.
 - 2.5 Depositing all other waste into existing waste bins at each workstation.
- (g) All 5 categories will be collected in accordance with existing housekeeping and maintenance routines (i.e. containers dumped daily by cleaning staff). The five (5) categories will be kept separate and distinct in the Landlord's holding area for pickup of waste and garbage.
- (h) The remaining waste, Category 1.4, will be handled in the usual manner for the Premises.



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SCHEDULE "J"
BROADER PUBLIC SECTOR ACCOUNTABILITY ACT, 2010 (BPSAA)
REPORTS AND ATTESTATIONS TO BE POSTED ON ORNGE'S PUBLIC WEBSITE

1. Report on Use of Consultants

(a) Submission of Reports

Ornge shall post its reports on its public website by June 30 of every year, starting in 2012.

(b) Reporting Period

The first reporting period will be from April 1, 2011 to March 31, 2012.

The reporting period for all subsequent years will be from April 1 to the following March 31.

(c) Form of Report

Ornge may submit its Reports using the template attached to this Schedule as Appendix A.

For every project for which Ornge retained a consultant during the reporting period, Ornge is required to report on the following information:

1. Consulting Firm Retained by Ornge:

The name of the Consulting Firm (e.g. ABC Consulting Group) retained to complete work on the project.

2. Name and Title of Consulting Contract:

The name/title of each project listed and the purpose (e.g. Information Technology Refresh).

3. Contract Term:

The start and end date of each consultant contract entered into by Ornge.

If there has been a change in the contract term, e.g. an extension, please note the original contract term and the revised contract term.

For example, a project with a contract term from August 3 to November 9, 2011, that was extended to January 31, 2012, would be recorded as follows:

A: Original contract term: August 3 – November 9, 2011

B: Amended contract term: August 3, 2011 – January 31, 2012



4. Total Procurement Value (\$) / Total Paid:

The value of the original contract, the value of any amendments and the total amount paid to each consulting firm by Ornge. This total amount must include the amount paid to the firm during the original contract term and, in the event that the contract is amended, any subsequent amounts paid to the firm.

For example, a project had an original contract price of \$65,000. However, the contract was changed and the total value of the contract was increased to \$90,000. The total procurement value should be recorded as:

A: Original Procurement Value: \$65,000

B: Amended Procurement Value: \$25,000

A+B=C

C: Total Procurement Value: \$90,000

If a contract term extends beyond the reporting period, Ornge must indicate the amounts paid to each consulting firm up until the end of the reporting period (e.g. if a contract term is from August 1, 2011 to July 31, 2012, Ornge's report for the period from April 1, 2011 – March 31, 2012 must include the amount paid on the contract for the period from August 1, 2011 to March 31, 2012). The amount paid on the contract for the period from April 1, 2012 to July 31, 2012 will be included in the April 1, 2012 – March 31, 2013 reporting period.

5. Consultant Selection Process

The selection process used:

- Invitational competitive
- Open competitive
- Non-competitive (if non-competitive, please provide an explanation)
- Other

6. Modifications to Agreement

Indicate whether the contract term or the value of any consultant contracts have been modified (Yes or No).

If Yes, indicate whether the relevant procurement documents allowed for any modification (Yes or No) – i.e. a provision to extend the contract is in the contract documents.

If there is no provision in the relevant procurement documents to extend the contract term or value, please ensure the modification is captured in the Compliance Report – Attestation.

2. Posting of Expenses

(a) Types of Expense Claims that must be Posted

Ornge must post the required information about expense claims made for the following types of expenses:

- Travel
 - Vehicle rental or own use (mileage)
 - Train or air travel
 - Taxi or public transportation
 - Accommodation
 - Travel incidentals (insurance, parking, tolls)
- Meal
- Hospitality

(b) Whose Expense Claim Information must be Posted

Ornge must post the required information about expense claims made by the following individuals (the Designated Individuals):

- Every member of the Board of Directors
- Chief Executive Officer (CEO) and every member of Ornge's senior management group who reports directly to the CEO
- Chief Operating Officer (COO) and every member of Ornge's senior management group that reports directly to the COO

For certainty, "a member of Ornge's senior management group" is an individual who is employed by Ornge as an executive member of Ornge's management group that reports directly to the Chief Executive Officer.

Ornge is only required to post expense claim information about expenses claimed by Designated Individuals, where the expenses are reimbursed by Ornge using public funds.

(c) Information about Expense Claims that must be Posted

Ornge shall post the following information in respect of each travel, meal and hospitality expense claim made by a Designated Individual:

- Type of expense claim
- Date on which expense was incurred
- Amount claimed
- Description

(d) Form, Manner and Timing of Posting

Ornge shall complete an expense report using the template attached to this Schedule as Appendix B for each Designated Individual, and post the completed form in an area on its public website that is clearly and readily accessible to the public.



Ornge must post the required information on a semi-annual basis beginning in the 2012-2013 Fiscal Year. Expenses must be posted no later than 60 days following the end of the semi-annual reporting period. Each posting must include the required information in respect of all expenses approved within the applicable period.

For example, and as set out in the table below, this means that Ornge must post the required information about expense claims made from April 1, 2012 to September 30, 2012 by November 30, 2012. If a claim is incurred between April and September but not approved until October, the expense should appear in the next posting.

Ornge shall continue to make the required information available on its public website for a period of 2 years from the date on which the expense was posted.

The annual public posting cycle is as follows:

Reporting Period	Public Posting Date
April 1 to September 30	By November 30
October 1 to March 31	By May 31

3. Compliance Reports – Attestations

Ornge is required to prepare attestations attesting to:

- The completion and accuracy of reports on the use of consultants
- Compliance on the prohibition on engaging lobbyist services using public funds (BPSAA, section 4)
- Compliance with expense claim directives issued by the Management Board of Cabinet (BPSAA, section 10)
- Compliance with perquisites directives issued by the Management Board of Cabinet (BPSAA, section 11.1)
- Compliance with the procurement directives issued by the Management Board of Cabinet (BPSAA, section 12)

The attestations are to be made by Ornge's Chief Executive Officer and approved by Ornge's Board of Directors.

Ornge must post its attestations, after they have been approved by its Board of Directors, on its public website.

(a) Reporting Period

Ornge is required to submit the required attestations on an annual basis. The reporting period for which Ornge is required to submit an attestation is April 1 to the following March 31.

(b) Submission of Reports for Attestations:

Ornge is required to submit to the Ministry, the required attestation approved by its Board of Directors, covering the Reporting Period (i.e. April 1 to the following March 31) by June 30 of every year.

(c) Format of the Attestation

The attestation shall be in the format set out in Appendix C to this Schedule.

(d) Information to be included in Attestations:

In the attestation, Ornge's Chief Executive Office shall attest to the following:

1. The completion and accuracy of Ornge's reports on the use of consultants;
2. Ornge's compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds;
3. Ornge's compliance with the expense claim directive issued under section 10 of the BPSAA by the Management Board of Cabinet;
4. Ornge's compliance with the perquisites directive issued under section 11.1 of the BPSAA by the Management Board of Cabinet;
5. Ornge's compliance with the procurement directive issued under section 12 of the BPSAA by the Management Board of Cabinet.

If there are material exceptions to Ornge's compliance with any of these requirements, the attestation is required to list the exception(s) and provide a rationale/explanation for each incidence of non-compliance and describe what, if any, actions Ornge has taken to address the incidents of non-compliance.

(e) Public Posting

Ornge is required to post its Board approved attestations on its public website by August 31 of each year.

Attestations should remain on the main public website for a period of one year, after which time they may be moved to the archive section of the website.

**APPENDIX A
REPORT ON CONSULTANT USE TEMPLATE**

Reporting Period: April 1, 2011 to March 31, 2012

No.	Consultant Firm Name(s)	Name and Title of Consulting Contract	Contract Term If the contract terms has been extended, include the original contract term and the amended contract term	Procurement Value (a) Original value plus (b) Value of amendments and (c) Total procurement value (\$)/ Total Paid	Consultant Selection Process (Open Competitive, Invitational Competitive, Non-competitive) If non-competitive, please provide an explanation	Modifications to Agreement (Yes/No) If yes, did the procurement documents permit modifications to the term or value of the agreement?
1	ABC Consulting Group	Strategic Consulting Project	<u>Original Contract Term:</u> August 3 to November 9, 2011 <u>Amended Contract Term:</u> August 3, 2011 to January 31, 2012	(A) Original Procurement Value: \$65,000 (B) Amended Procurement Value: \$25,000 (C) Total Procurement Value: \$90,000 A+B=C Total paid for reporting period: \$90,000*	Open competitive	Yes If the procurement documents did not permit modifications to the term or value of the agreement, please ensure the modification is captured in the Compliance Report/Attestation

*Note: If contract term extends beyond the reporting period, indicate total paid during the reporting period of April 1 to March 31

**APPENDIX B
POSTING OF EXPENSES TEMPLATE**

Name:

Title:

Reporting Period:

Date	Amount	Expense Category	Description
April 10-12, 2011	\$125.00	Travel – Meals	Conference
April 10-12, 2011	\$275.00	Travel - Accommodation	Conference
April 16, 2011	\$16.00	Travel – Mileage	Board meeting

Definitions:

Date(s): – when expense(s) were incurred

Amount: – the value of the approved expense

Expense Category: – the type of expense incurred:

- Travel
 - Vehicle rental or own use (mileage)
 - Train or air travel
 - Taxi or public transportation
 - Accommodation
 - Travel incidentals (insurance, parking, tolls)
- Meal
- Hospitality

Description: Notes explaining the context in which the expenses were incurred, or any other relevant details.



**APPENDIX C
ATTESTATION TEMPLATE**

TO: The Board of Directors of Ornge (the "Board")

FROM: [Insert Name]
Chief Executive Officer
Ornge

Date: [Insert date]

RE: [Insert dates of reporting period] (the "Applicable Period")

On behalf of Ornge, I attest to:

- The completion and accuracy of Ornge's reports on the use of consultants as defined in the BPSAA
- Ornge's compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds
- Ornge's compliance with the expense claims directive issued under section 10 of the BPSAA by the Management Board of Cabinet
- Ornge's compliance with the perquisites directive issued under section 11.1 of the BPSAA by the Management Board of Cabinet
- Ornge's compliance with the procurement directive issued under section 12 of the BPSAA by the Management Board of Cabinet

during the Applicable Period.

In making this attestation, I have exercised the care and diligence that would reasonably be expected of a Chief Executive Officer in these circumstances, including making due inquiries of Ornge staff that have knowledge of these matters.

I further certify that any material exceptions to this attestation are documented in the attached Attestation Schedule.

Dated at Toronto, Ontario this [insert date] , 20xx.

Sign: _____
Name:
Chief Executive Officer

I certify that this attestation has been approved by the Board of Directors of Ornge on [insert date]

Sign: _____
Name:
Chair of the Board of Directors



ATTESTATION SCHEDULE

Instructions [please delete instructions once you have completed the Schedule]

If, on behalf of Ornge, you have no material exceptions to declare, please include a “no known exceptions” statement in each section to this schedule.

If, on behalf of Ornge, you have material exceptions to declare with respect to any of the matters set out below, please:

- (a) list them accordingly
 - (b) provide a rationale for each exception in respect of why Ornge did not comply with the requirement, and
 - (c) describe what actions have been, or will be taken, to address each exception.
-
1. Exceptions to the completion and accuracy of reports on the use of consultants as defined in the BPSAA.
 2. Exceptions to Ornge’s compliance with the prohibition in section 4 of the BPSAA on engaging lobbyist services using public funds.
 3. Exceptions to Ornge’s compliance with the expense claims directive issued under section 10 of the BPSAA by the Management Board of Cabinet.
 4. Exceptions to Ornge’s compliance with the perquisites directive issued under section 11.1 of the BPSAA by the Management Board of Cabinet.
 5. Exceptions to Ornge’s compliance with the procurement directive issued under section 12 of the BPSAA by the Management Board of Cabinet.