# AMENDING AGREEMENT NO. 1 TO THE AMENDED PERFORMANCE AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AND ORNGE

THIS AMENDING AGREEMENT dated as of this 3day of ( 2015

BETWEEN:

HER MAJESTY THE QUEEN in RIGHT OF ONTARIO as Represented by the Minister of Health and Long-Term Care (the "Ministry")

#### AND

Ornge (the "Ornge")

WHEREAS the Parties entered into an amended performance agreement dated March 19, 2012 (the "Performance Agreement");

AND WHEREAS the Parties wish to amend the Performance Agreement in the manner set forth in this Amending Agreement; and

**THEREFORE** 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 to amend the Performance Agreement as follows:

# ARTICLE 1 DEFINITIONS

- 1.1 **Definitions.** In this Amending Agreement including the recitals above, the following words shall have the following meanings:
- "Amending Agreement" means this Amending Agreement No. 1 to the Amended Performance Agreement between Her Majesty the Queen in Right of Ontario and Ornge.
- 1.2 **Definitions in Performance Agreement.** Capitalized terms in this Amending Agreement that are not defined above in Section 1.1 (Definitions) shall have the same meaning as in the Performance Agreement.

Performance Agreement Amending Agreement No. 1

# ARTICLE 2 TERM

2.1 **Effective Date.** This Amending Agreement is effective from the date that it is signed by the Ministry.

# ARTICLE 3 AMENDMENTS

3.1 Amendments to Performance Agreement. The Performance Agreement is amended as set out in Schedule A hereto.

# ARTICLE 4 CONFIRMATION

4.1 Full Force and Effect. The Parties confirm that, in all other respects, the Performance Agreement is in full force and effect, and is not changed or modified except as set out in Article 3 (Amendments) above.

# ARTICLE 5 BINDING EFFECT

5.1 **Enurement.** This Amending Agreement shall enure to the benefit of and be binding upon the Parties, and each of their heirs, executors, administrators, permitted successors and permitted assigns, respectively.

IN WITNESS WHEREOF the Parties have made this Amending Agreement as of the date below written.

HER MAJESTY THE QUEEN in right of Ontario as represented by Minister of Health and Long-Term Care
Signature: Dr. Bob Bell, Deputy Minister
Date: 13/8/15
Ornge:
Signature:  Dr. Andrew McCallum, President and Chief Executive Officer APR 3 0 2015
Date:
Signature: Chief Operating Officer
Date: 29 - 4 - 15
Signature: Dan Wright, Chief Financial Officer
Date: Apr. 28 15

PERFORMANCE AGREEMENT SECTION REFERENCE	AMENDMENT (Unless otherwise noted, strikethrough indicates deleted text and underline indicates new text)
1.1 Definition of "Ambulance Documentation Standards"[New]	"Ambulance Documentation Standards" means the Ministry publication titled "Ambulance Service Documentation Standards" dated April 2000, as it may be amended or replaced from time to time.
1.1 Definition of "Dispatch Telecommunication Systems"	"Dispatch Telecommunication Systems" means the <u>two-way radio</u> , <u>telephone</u> , I & IT <u>infrastructure</u> , Decision Support Software, <u>and</u> Databases <u>utilized</u> , <u>acquired or and platforms</u> developed by Ornge to support the provision of the Communication Services.
1.1 Definition of "Office Equipment"	"Office Equipment" means all <u>furniture and supplies</u> , <u>as well as facility infrastructure components and supplies-such</u> <u>as telecommunications equipment</u> , <u>hardware</u> , <u>servers</u> , <u>computers</u> , <u>uninterrupted power supply</u> (UPS), <u>routers</u> , <u>cables</u> , <u>and</u> generators, together with all Modifications to any of the foregoing, as applicable.
1.1 Definition of "Patient Advocate" [New]	"Patient Advocate" means the person whose role is described in section 8.9(d).
1.1 Definition of "Technology"	"Technology" means all <u>s</u> Software in use by Ornge and associated licenses, 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) and the Databases and platforms, the emergency telephone access lines; hardware, owned or leased, including personal computers, servers, associated network components and peripherals; and telecommunications equipment, including two-way radio, telephone, 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.
4.2(e)(iii)Education and Evaluation Programs	(iii) <u>providing recommendations on and</u> implementing changes to educational program curriculum to reflect advances and/or changes to the practice of transport and/or pre-hospital medicine;
6.2 - Direction to Vacate	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, or as mutually agreed.

7.3 [NEW]	The following is added as section 7.3:
	Collaboration. Ornge shall work collaboratively with the Ministry to ensure that changes to Ornge's information technology and telecommunications systems do not negatively impact the integration of these systems with ministry ambulance dispatch information technology and telecommunications systems.
8.2 Equipment	8.2 Equipment.
	(a) Ornge shall ensure that all telecommunications equipment <u>Technology</u> 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 Technology and Medical Equipment in accordance with manufacturers' specifications regarding maintenance and use of telecommunications equipment.
8.4(c) [NEW]	The following is added as clause 8.4(c)
	(c) The Business Continuity Plan shall include IT continuity/disaster recovery plans.
8.6(d) Complaints	(d) Ornge shall notify the Ministry immediately
Process and	(i) upon receiving any complaint to the Patient Advocate; and
Investigations	(ii) of the occurrence of any incident as described in the Ambulance Documentation Standards
	and provide details of the complaint <u>or incident</u> , as the case <u>may be</u> . The Ministry will determine, in consultation with Ornge, whether the Ministry, Ornge or both together shall conduct an investigation into the complaint <u>or incident</u> , as the case <u>may be</u> .
8.8 - Surveys	
	<ul> <li>(a) Ornge shall carry out surveys of the following persons at least once every Funding Year:</li> <li>(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; and</li> <li>(ii) land ambulance operators;</li> </ul>
	(iii) its employees and of persons providing services within Ornge.
	(b) Ornge shall carry out surveys of its employees and of persons providing services within Ornge at least once every other Funding Year.

	(d) The summer of a summer death of COUNTY House County
	(d) The purpose of a survey under clause 8.8(b) 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 provide by Ornge.
	quality of cure provide by oringe.
	<u></u>
	(f) Ornge shall provide the results of every survey to the Ministry and post the results of every survey on its
	public website.
8.12 Performance Based	
Compensation	( <u>a</u> <u>b</u> ) 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.
	( <u>b</u> e) Ornge shall report to the Ministry on its compliance with this section for the period comprising each Funding Year.
	( <u>c</u> d) The compliance report for each Funding Year shall be provided to the Ministry on or before May 1 of the next Funding Year.
	(d 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.
	(e)a- Ornge shall post a copy of every compliance report on its public website.
8.13 (NEW)	The following is added as section 8.13:
	"8.13 French Language Services. Ornge shall, in connection with any of the Services that are provided directly to the public, take appropriate measures, including providing signs, notices and other information on Services and initiatin communication with the public, to make it known that any such Service is available in French at the choice of any member of the public."

9.2 – File Management	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.
10.4	10.4 Transfer of Licence from Ornge. Subject to section 10.5, upon the termination of the Agreement, Ornge shall:
	( <u>ga</u> ) transfer to the Ministry, or arrange for the transfer to the Ministry, as the case may be, without cost to the Ministry, and
	(Ab) provide the Ministry with an assignable and non-exclusive right to use, reproduce, modify, adapt, maintain, copy and sublicence (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.
15.2	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;
	(ed) 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);
	(de) 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.
19 - Information to be	19.1 Information to be Posted. The following information shall be posted by Ornge on its public website in a
posted on public website	timeframe to be, and in such form as may be, specified by the Ministry:
Schedule A - A)	Reference to Article 8.8 in "Performance Agreement Reference" column replaced with reference to Sched "E" 2 (f)
Operations 2) Non-	
Aviation Incidents	
Schedule A - A)	Reference to Article 8.7 (Surveys) in "Performance Agreement Reference" column replaced with reference to Article
Operations - 3)	8.6 (Complaints Process and Investigations); references to Sched "E" 2 e) deleted
Complaints –	
Schedule A - A)	Reference to Article 8.7 (Surveys) in "Performance Agreement Reference" column replaced with references to
Operations - 4)	Article 8.6 and Sched E, 2(f) and 2(c)
Investigations -	
Schedule A - A)	Reference to Schedule "E" 1 f) in "Performance Agreement Reference" column replaced with reference to Sched "E"
Operations - 5)	1 (e)
Reaction/Response	
Times –	

Schedule A - A)	Reference to Schedule "E" 1(i) in "Performance Agreement Reference" column replaced with reference to Sched "E"
Operations - 6) Call	1 (d)
Volumes - f) Staffing by	
Level of Care	
Schedule A - A)	Reference to Schedule "E" 1 e) in "Performance Agreement Reference" column replaced with reference to Sched
Operations - 6) Call	"E" 1 (d)
Volumes - g) Aircraft	
Availability –	
Schedule A - A)	Reference to Schedule "E" 1(e) in "Performance Agreement Reference" column replaced with reference to Sched
Operations - 6) Call	"E" 1 (d)
Volumes - h) CCLA	
Availability —	
Schedule A - A)	"Remote and Rural Landing Site Lists" in "Report Category" column replaced with "Landing Site Lists"
Operations - 8) Remote	
and Rural Landing Site	
Lists –	
Schedule A - A)	Reference to Sched "B" 3 d) in "Performance Agreement Reference" column replaced with reference to Sched "B" 3
Operations - 9)	(e)
Compliance Checklist –	
Schedule A - A)	"Off ice" in "Report Category" column replaced with "Office"
Operations - 10) "Head	
Off ice Contact	
Information" –	
Schedule A - A)	"I nformation" in "Report Category" column replaced with "Information"
Operations - 11) "OCC	
Contact I nformation" –	
Schedule A - A)	"Co ntact" " in "Report Category" column replaced with "Contact"
Operations - 12) "Base	
Manager Co ntact	
Information" –	

4.9 [NEW]	The following is added as Section 4.9:
	Pilot Approval Form. Ornge shall, whenever a new pilot is directly or indirectly retained to provide services for Ornge:  (a) complete Ornge's pilot approval form for that pilot; and  (b) ensure that pilot meets all of the minimum qualifications listed in the current version of the Ministry of Natural Resources document titled The Standards and Requirements for the Government of Ontario Approved Air Operators that are relevant to the pilot's position.
Schedule A - A) Operations - 13) Pilot Aviation Form —	"Pilot Avia tion Safety Form" in "Report category" column is replaced with "Pilot Approval Form".
Schedule A - B (2) Annual Operational Plan	Row 2 (Annual Operational Plan) is deleted.
Schedule A - (B) 9 - In- Year Expenditure Report - other government reporting entities	September 30 and December 31 dates in "Submission Frequency" column replaced with January 18 and April 18.
Schedule A - B) Financial - 10) "Form s" —	"Form s" in "Report Category" column replaced with "Forms"
Schedule A - B) Financial - 10) Forms and Schedules - Results- Based Plan (RbP)	Entry in "Submission Frequency" column revised as follows: "by Oct 15 of each funding year <u>or as otherwise</u> indicated by the Ministry"
Schedule A - C) Business, Labour, Legal - 1) Annual Operational Plan –	"Annually" in "Submission Frequency" column replaced with "by February 1 annually"

Schedule A - C) Business,	Reference to Article 5.2 (Key Performance Indicators) in "Performance Agreement Reference" column replaced with
Labour, Legal - 1) Annual Operational Plan –	reference to Article 5.1 (b) (Budget and Operational Plan)
Schedule A - C) Business, Labour, Legal - 2) Annual Quality Improvement Plan –	Reference to Article 8.13 in "Performance Agreement Reference" column replaced with reference to Article 8.11 (Annual Quality Improvement Plans)
Schedule A - C) Business, Labour, Legal - 7) Operating Procedures —	Reference to Article 8.4 (Business Continuity Plan) in "Performance Agreement Reference" column replaced with reference to Article 8.3 (Operating Procedures)
Schedule A - C) Business, Labour, Legal - 9) Business Continuity Plan	Reference to Article 8.5 (Quality Insurance and Improvement Program) in "Performance Agreement Reference" column replaced with reference to Article 8.4 (Business Continuity Plan)
Schedule A - C) Business, Labour, Legal - 10) "Colle ctive" Agreements -	"Colle ctive" in "Report Category" column replaced with "Collective"
Schedule A - C) Business, Labour, Legal - 11) "Letter s" Patent and Bylaws —	"Letter s Patent and Bylaws" in "Report Category" column replaced with "Letters Patent and Bylaws"
Schedule A - D) Stakeholders - 1) Quality Reviews —	Reference to Article 8.6 (Complaints Process and Investigations) in "Performance Agreement Reference" column replaced with reference to Article 8.7 (Quality Committee)
Schedule A - D) Stakeholders - 2) Monitoring of Ornge Representatives —	Reference to "Sched "B" 2 m)" in "Performance Agreement Reference" deleted.

Schedule A - D)	Revised as follows:
Stakeholders - 3) –	• "b) Employees" in "Report Category" column replaced with "c) Employees"
Survey Results	• Entries in "Submission Frequency" column to require reporting of surveys in rows a) and b) annually, and surveys in row c) every other funding year
Schedule B - 1 (d)	Bullet points in clause (d) revised as follows:
	• patient pick-up location (upon request by Ministry),
	• latitude/longitude for every leg of flight and/or land transport (upon request by Ministry)
	<ul> <li>percentage of flights/land transfers where escorts were required and reason why</li> </ul>
Schedule B - 1 (g)	List of Remote and Rural All Landing Sites (including location and whether daylight use only or night landing certified)
Schedule B –2. Financial Reports – clause (f)	September 30 and December 31 dates replaced with January 18 and April 18.
Schedule B – 3. Business,	Any declarations and additional documentation confirming Ornge's compliance with all requirements of the PA as
Labour, Legal – clause	set out in the checklist to be developed by certificate of assurance in a form specified by the Ministry and supplied to
(e)	Ornge.
Schedule C – 13)	Item 13) in Schedule C is deleted and replaced with the following:
	13) Rolling Asset Report Schedule D 1 (f)
Schedule D - I (a)(iii)	Schedule D, Clause 1(a) is revised as follows:
	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;

- (D) with respect to Paramedics, the date of each deactivation or de-certification and reactivation or recertification 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<u>v</u>) 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,
- I(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 physiciandriven 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,
- I(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.
Schedule D – clause (f)	The following is added as clause (f) in Schedule D:
	"Rolling Asset Report
	An up to date rolling asset report shall be maintained at all times. This report shall list each asset owned by Ornge or its related entities that has a net book value that is greater than \$100,000, and shall include:
	(i) The name of the entity that owns each asset, and
	(ii) The net book value of each asset."
Schedule E - Headings	The section headings in Schedule "E" are revised as follows:
	1. "Tier One Indicators: (7 Day Cure Period)" is replaced with "1. Tier One Indicators: (7 Day Cure Period)"
	2. "Tier Two Indicators: (30 Day Cure Period)" is replaced with "2. Tier Two Indicators: (30 Day Cure Period)"
Schedule E - 1 (e)(iii)	Clause 1(e)(iii) of Schedule E is amended as follows: "For each caller requesting CCLA Services For any call Ornge serviced by CCLA, 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"
Schedule E - 1 (e)(viii)	Clause 1(e)(iii) of Schedule E is amended as follows: "For each Call requesting CCLA Services For any call Ornge serviced by CCLA, each CCLA vehicle shall be mobile in response to the Call within 10 minutes of the request."
Schedule F	Schedule F is deleted and replaced with the new Schedule F attached hereto.
Schedule G	Reference to Thunder Bay Airport is deleted.

#### SCHEDULE "F" DATA CAPTURE

The Parties agree to work cooperatively to promptly ensure that Ornge collects, stores and reports on data according to the elements set out in Section 2 herein:

#### Section 1: Definition of Terms

Unless otherwise defined in the Amendment Agreement, the following words shall have the following meanings:

"Actual Cost" means cost per hour (for Standing Agreement Carriers), fuel, other Standing Agreement Carrier costs, and average maintenance cost per hour for Ornge fleet.

"Aircraft ID" means the aircraft's registration number

"Badge Number" means the OASIS number for paramedics and the certification number for pilots.

"Base ID" means Ministry designations e.g. 799. 795 etc.

"Carrier/Service Address" means address of head office.

"Carrier/Service Location" means base location.

"Crew Information" means the name, OASIS number, and level of certification, (including certification type, license, certificate, active date, expiry date).

"Delay(s)" means the definition in the Performance Agreement, Schedule E Tier 1 Indicators (e) and Tier 2 Indicators (n), (o), (p).

"Leg Information" means patient, empty, time, origin, destination, and detention time.

"Physician" means the sending, receiving or Transport Medicine Physician (TMP).

"Status" means serviced or not serviced.

#### Section 2: Data to be Collected, Stored and Reported

#### 1. Patient

To include Patient details such as but not limited to name, address, health card number, treating Physician, and Status. It is understood that certain Patient details may not be available for scene calls.

#### 2. Call

To include details such as but not limited to call priority, medical transport number (if interfacility), origin and destination location, travel date and time.

#### 3. Vehicle Deployment

To include details such as Ornge land or air vehicle, rotor/fixed wing, Standing Agreement Carrier.

#### 4. Vehicle

To include details such as the vehicle's Aircraft ID, call sign, and base location.

#### 5. Flight

To include details such as Crew Information, estimated and Actual Cost, planned and actual travel times.

#### 6. Lea

To include Leg Information pertaining to each leg of the trip.

#### 7. Land Legs Link

To include details of land vehicle assisting with transport, including CACC ID, origin and destination, and priority level.

#### 8. Delays

To include details of reason and length of Delay.

#### 9. Carrier/Service

To include Standing Agreement Carrier details including Carrier/Service Address, contract details, and Carrier/Service Location.

#### 10. Bases

To include details of originating base including Base ID, base address, and base airport call sign.

#### 11. Airports

To include details of airports used in transports including address, the closest CACC, and time zone.

#### 12. Personnel

To include details of personnel including name, Badge Number, and certification (certification type, licence/certificate, active date, expiry date).