

THIS AGREEMENT effective as of the 1st day of January, 2014

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 “Province”)**

- and -

The Corporation of the County of Brant

(the “UTM/DDA”)

Background:

The *Ambulance Act* provides that every UTM/DDA shall be responsible for ensuring the proper provision of Land Ambulance Services. The *Act* also provides that every UTM/DDA shall be responsible for all costs associated with Land Ambulance Services and that the Minister may make grants pursuant to section 4(3) of the *Act* for the purpose of providing or ensuring the provision of Land Ambulance Services.

The Parties acknowledge that the *Act* also provides that the Minister has the duty and the power to establish, maintain and operate Communication Services, alone or in cooperation with others, and to fund such services. The Minister also has the duty and the power to ensure the existence of a balanced and integrated system of Ambulance Services and Communication Services used in dispatching Ambulances.

This Agreement sets out the terms and conditions governing the Grant, and the delivery of the Program.

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
INTERPRETATION AND DEFINITIONS**

1.1 **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) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) “include”, “includes” and “including” shall not denote an exhaustive list.

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

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

“**Agreement**” means this agreement entered into between the Province and the UTM/DDA, and includes all of the schedules to the agreement listed in section 23.1.

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

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

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

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

“**DDA**” and “**Designated Delivery Agent**” has the same meaning as defined in the *Act*.

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

“**Emergency Health Services Branch**” and “**EHSB**” means the Emergency Health Services Branch of the Ministry of Health and Long-Term Care.

“**Event of Default**” has the meaning ascribed to it in section 12.1.

“**Funding Year**” means:

(a) in the case of the first Funding Year, from the Effective Date to December 31st, and

(b) in subsequent Funding Years, from January 1 to December 31st.

“**Grant**” means the grant provided to the UTM/DDA by the Province pursuant to section 4(3) of the *Act* and this Agreement. The Grant is for fifty per cent (50%) of the approved operating costs of Land Ambulance Services for a Funding Year as calculated in Schedule “B”.

“**Indemnified Parties**” means Her Majesty the Queen in Right of Ontario, Her ministers, agents, appointees and employees.

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

“Minister” means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care.

“Notice” means any communication given or required to be given under this Agreement, as described in Article 14.

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

“Parties” means the Province and the UTM/DDA.

“Party” means either the Province or the UTM/DDA.

“Payment Plan” means the payment plan set out in Schedule “C”.

“Personal Health Information” means the personal health information as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Schedule A.

“Program” means the undertaking described in Schedule “A”.

“Regulations” means the regulations made under the *Act*.

“Reports” means the reports described in Schedule “D”.

“Service Plan” means the UTM/DDA’s plan for the provision of Land Ambulance Services and includes but is not limited to deployment plan(s) for ambulance and emergency response vehicles and any other initiatives that form part of the Program.

“Standards” means the standards developed by the Province and incorporated by reference in Ontario Regulation 257/00.

“Upper-Tier Municipality” and **“UTM”** has the same meaning as defined in the *Act*.

“UTM/DDA” means the Upper-Tier Municipality or Designated Delivery Agent.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The UTM/DDA 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) unless otherwise provided for in this Agreement, any information the UTM/DDA provided to the Province in support of its requests for a Grant was true and complete at the time the UTM/DDA provided it and shall continue to be true and complete for the term of this Agreement, unless otherwise reported in writing by the UTM/DDA to the Province.

- 2.2 **Execution of Agreement.** The UTM/DDA represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement;
 - (b) it will fulfill the obligations set out in the Schedules to this Agreement in accordance with their terms;
 - (c) it will deliver the Program and will comply with the Agreement, the *Act*, the Regulations and the Standards;
 - (d) it has taken all necessary actions to authorize the execution of the Agreement including, where required, passing a board resolution or municipal by-law authorizing the UTM/DDA to enter into the Agreement with the Province.
- 2.3 **Governance.** The UTM/DDA represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the UTM/DDA's organization;
 - (b) procedures to ensure the ongoing effective functioning of the UTM/DDA;
 - (c) decision-making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Grant;
 - (e) procedures to enable the successful completion of the obligations set out in the Schedules to this Agreement;
 - (f) procedures to enable the timely identification of risks to the UTM/DDA's ability to perform its obligations under this Agreement and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 6; and
 - (h) procedures to deal with such other matters as the UTM/DDA considers necessary to ensure that the UTM/DDA carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the UTM/DDA shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall continue unless terminated pursuant to Article 10, Article 11 or Article 12.

- 3.2 **Term of Schedules.** A Schedule, or parts thereof, may apply for only part of the Term of this Agreement, where a Schedule indicates such in writing.
- 3.3 **Revised and Additional Schedules.** The Parties may, at any time during the Term of the Agreement, recommend changes to the Schedules. The Province may, at any time, upon consultation with the UTM/DDA provide additions or revisions to the Schedules, and a new Program, a new Grant, a new Payment Plan, and/or new Reports, which shall be deemed to replace the Program Description in Schedule "A", the Grant in Schedule "B", the Payment Plan in Schedule "C", and the Reports in Schedule "D".

ARTICLE 4 GRANT

- 4.1 **Grant Provided.** The Province shall:
- (a) provide the UTM/DDA a Grant for the purpose of carrying out the obligations set out in the *Act*, the Regulations, the Standards, and this Agreement including the Schedules to this Agreement;
 - (b) provide the Grant in accordance with the provisions of the Payment Plan; and
 - (c) deposit the Grant into an account designated by the UTM/DDA provided that the account resides at a Canadian financial institution.
- 4.2 **Limitation on Payment of the Grant.** Despite section 4.1, the Province:
- (a) is not obligated to provide any Grant to the UTM/DDA until the UTM/DDA provides a valid certificate of insurance or other proof as provided for in section 9.2;
 - (b) is not obligated to provide instalments of the Grant until it is satisfied with the progress of the obligations set out in this Agreement and the Schedules;
 - (c) may adjust the amount of the Grant it provides to the UTM/DDA in any Funding Year based upon the Province's assessment of the information provided by the UTM/DDA pursuant to section 6.1;
 - (d) if, pursuant to the provisions of the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province shall not be obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Grant; or
 - (ii) terminate the Agreement pursuant to section 11.1 and cease providing Grant funding for a period or periods specified by the Province.

- 4.3 **Use of Grant Funding.** The UTM/DDA shall:
- (a) use the Grant only for the provision of the Program described in this Agreement and the Schedules;
 - (b) carry out the obligations in the Schedules:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (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 Program;
 - (c) spend the Grant only in accordance with Schedule “B”.
- 4.4 **No Capital Costs.** The Parties acknowledge that capital costs are excluded from this Agreement and that the Grant cannot be utilized towards any capital costs that may be incurred by the UTM/DDA.
- 4.5 **No Changes.** The UTM/DDA shall not make any changes to Schedules, and/or the use of the Grant without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides the Grant to the UTM/DDA prior to the UTM/DDA’s immediate need for the Grant, the UTM/DDA shall place the Grant in an interest bearing account in the name of the UTM/DDA at a Canadian financial institution.
- 4.7 **Interest.** If the UTM/DDA earns any interest on the Grant, the Province may deduct an amount equal to the interest from any further instalments of the Grant, or it shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.8 **Rebates, Credit and the Grant.** The UTM/DDA shall not use the Grant for any costs, including taxes, for which it has received, will receive, or is eligible to receive a rebate, credit or refund.

ARTICLE 5 CONFLICT OF INTEREST

- 5.1 **No Conflict of Interest with use of the Grant.** The UTM/DDA shall carry out the obligations set out in this Agreement and use the Grant without an actual or potential conflict of interest.
- 5.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the UTM/DDA; or
 - (b) any person who has the capacity to influence the UTM/DDA’s decisions, has outside commitments, relationships or financial interests that could interfere with the

UTM/DDA's objective, unbiased and impartial judgment relating to its obligations under this Agreement and the use of the Grant.

5.3 **Disclosure to Province.** The UTM/DDA shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual or potential conflict of interest; and
- (b) comply with any terms and conditions that the Province may reasonably prescribe as a result of the disclosure.

**ARTICLE 6
REPORTING, ACCOUNTING AND REVIEW**

6.1 **Preparation and Submission.** The UTM/DDA shall:

- (a) submit to the Province at the address provided in section 14.1 or at any other address specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "D";
- (b) submit to the Province at the address provided in section 14.1, or at any other address specified by the Province, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the UTM/DDA by an authorized signing officer.

6.2 **Record Maintenance.** The UTM/DDA shall keep and maintain:

- (a) all financial records (including invoices) relating to the Grant in a manner consistent with generally accepted accounting principles for a period of not less than seven (7) years; and
- (b) all non-financial documents and records relating to the Grant and the Schedules in accordance with applicable law and the UTM/DDA's policies.

6.3 **Inspection.** The Province, its authorized representatives or an independent Auditor identified by the Province may, at its own expense, upon forty-eight hours' Notice to the UTM/DDA and during normal business hours, enter upon the UTM/DDA's premises to review the UTM/DDA's expenditure of the Grant, and for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 6.2; and
- (b) conduct an audit or investigation of the UTM/DDA in respect of the expenditure of the Grant.

This inspection is in addition to and separate from the inspection under section 18 of the *Act*.

- 6.4 **Disclosure.** To assist in respect of the rights set out in section 6.3, the UTM/DDA shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be, subject to applicable law.
- 6.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the UTM/DDA's records.
- 6.6 **Auditor General.** For greater certainty, the Province'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).

ARTICLE 7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 7.1 **FIPPA.** The UTM/DDA acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act, 2004* (Ontario) (FIPPA) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with FIPPA.
- 7.2 **MFIPPA.** The Province acknowledges that the UTM/DDA is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (MFIPPA) and that any information provided to the UTM/DDA in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.
- 7.3 **Confidentiality of Records - UTM/DDA.** The UTM/DDA shall ensure that all personal information or personal health information in its custody or under its control is managed in accordance with the provisions of the *Act*, the Regulations, the Standards, the *Municipal Freedom of Information and Protection of Privacy Act* and its regulations, the *Personal Health Information Protection Act, 2004* and any other applicable legislation.
- 7.4 **Confidentiality of Records - Province.** The Province shall ensure that all personal information or personal health information in its custody or under its control in connection with this Agreement is managed in accordance with all applicable legislation.

ARTICLE 8 INDEMNITY

- 8.1 **Indemnification.** The UTM/DDA hereby agrees to 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 ("Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, to the extent that the Claims are not caused, or contributed by, the negligence, or other (wilful or otherwise) misconduct of the Province.

ARTICLE 9 INSURANCE

- 9.1 **UTM/DDA's Insurance.** The UTM/DDA represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out programs and services similar to the programs and services covered by this Agreement would maintain, including comprehensive 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 five million dollars (\$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 performance of the UTM/DDA's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 9.2 **Proof of Insurance.** The UTM/DDA shall provide the Province with proof of insurance in the form of a valid certificate of insurance that confirms the insurance coverage as required in section 9.1. The UTM/DDA shall provide a copy of the certificate of insurance to the Province prior to the receipt of Grant funding under this Agreement.

ARTICLE 10 TERMINATION ON NOTICE

- 10.1 **Termination on Notice.** The Province or the UTM/DDA may terminate the Agreement at any time upon giving at least one year's Notice to the other Party.
- 10.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 10.1, the Province may:
- (a) cancel all further instalments of the Grant; and/or
 - (b) demand the repayment of any Grant remaining in the possession or under the control of the UTM/DDA.

ARTICLE 11 TERMINATION WHERE NO APPROPRIATION

- 11.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make under the Agreement, the Province may terminate the Agreement immediately by giving Notice to the UTM/DDA.

- 11.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 11.1, the Province may:
- (a) cancel all further instalments of the Grant; and/or
 - (b) demand the repayment of any Grant funds remaining in the possession or under the control of the UTM/DDA.

**ARTICLE 12
EVENT OF DEFAULT, CORRECTIVE ACTION AND
TERMINATION FOR DEFAULT**

- 12.1 **Events of Default.** Each of the following events may constitute an Event of Default at the sole option of the Province:
- (a) the UTM/DDA breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out its obligations in the Schedules;
 - (ii) use or spend the Grant; and/or
 - (iii) provide, in accordance with section 6.1, Reports or such other reports as may have been requested pursuant to section 6.1(b);
 - (b) the UTM/DDA ceases to operate, is merged or otherwise dissolved.
- 12.2 **Opportunity to Remedy.** If there is an Event of Default, the Province shall provide the UTM/DDA with an opportunity to remedy the Event of Default, and shall provide Notice to the UTM/DDA of:
- (a) the particulars of the Event of Default; and
 - (b) the Notice Period.
- 12.3 **UTM/DDA not Remediating.** If:
- (a) the UTM/DDA does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the UTM/DDA cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the UTM/DDA is not proceeding to remedy the Event of Default in a reasonable manner,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 12.4 (a), (b), (c) or (d).

- 12.4 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs and the UTM/DDA does not remedy the Event of Default the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the UTM/DDA's obligations under this Agreement;
 - (b) suspend, reduce or cancel the payment of the Grant for such period as the Province determines appropriate;
 - (c) demand the repayment of an amount equal to any Grant the UTM/DDA used for purposes not agreed upon by the Province;
 - (d) terminate the Agreement at any time, including immediately, upon giving Notice to the UTM/DDA.
- 12.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 13 RETURN OF THE GRANT

- 13.1 **Return of The Grant.** If, under the terms of this Agreement, the Province requests in writing the repayment of the whole or any part of the Grant, the amount requested shall be deemed to be a debt due and owing to the Province and the UTM/DDA shall pay the amount immediately, unless the Province directs otherwise.
- 13.2 **Method of Return.** The Province may recover the Grant requested in section 13.1 through a cash-flow adjustment. If a cash-flow adjustment is not possible, the UTM/DDA shall repay the amount payable by cheque payable to the Minister of Finance and mail it to the Province at the address set out in Article 14.
- 13.3 **Interest Rate.** The Province may charge interest on any amount owing by the UTM/DDA at the then current rate charged by the Province on accounts receivable. Interest shall accrue 30 days after Notice has been provided under section 13.1 for repayment of the Grant.
- 13.4 **Unused Grant.** The UTM/DDA agrees that it shall report to the Province in writing any part of the Grant that has not been used or accounted for by the UTM/DDA in accordance with the Reports requested in Schedule "D".
- 13.5 **Return of Unused Grant.** Without limiting any rights of the Province under Article 11, or sections 13.1 or 13.2, if the UTM/DDA has not spent all of the Grant allocated for the Funding Year as provided for in the Schedules, the Province may:
- (a) demand the return of the unspent Grant; or
 - (b) adjust the amount of any further instalments of the Grant accordingly.

**ARTICLE 14
NOTICE**

- 14.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Province and the UTM/DDA respectively as set out below or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-Term Care
Emergency Health Services Branch
5700 Yonge Street, 6th Floor
Toronto, ON, M2M 4K5
Attention: Director
Fax: (416) 327-7879

To the UTM/DDA:

The Corporation of the County of Brant
26 Park Avenue, Box 160
Burford ON, N0E 1A0
Attention: Chief Administrative Officer
Fax: (519) 449-2454

- 14.2 **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 personal delivery or facsimile, at the time the other Party receives the Notice.
- 14.3 **Postal Disruption.** Despite section 14.2(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 personal delivery or by Facsimile.

**ARTICLE 15
CONSENT BY PROVINCE**

- 15.1 **Consent.** The Province may impose any terms and conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 16
SEVERABILITY OF PROVISIONS**

- 16.1 **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 17
WAIVER**

- 17.1 **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 14. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 18
INDEPENDENT PARTIES**

- 18.1 **Parties Independent.** The UTM/DDA acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the UTM/DDA shall not take any actions that could establish or imply such a relationship.

**ARTICLE 19
ASSIGNMENT OF AGREEMENT OR THE GRANT**

- 19.1 **No Assignment.** The UTM/DDA shall not assign any part of the Agreement or the Grant without the prior written consent of the Province.
- 19.2 **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 20
GOVERNING LAW**

- 20.1 **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.
- 20.2 **Conflicts.** In the event of a conflict between this Agreement and the *Act*, the Regulations, or the Standards, the *Act*, the Regulations or the Standards prevail.
- 20.3 **Conflicts – Municipal.** In the event of a conflict between any requirement of this Agreement and any municipal or local requirement at law to which the UTM/DDA is subject, the UTM/DDA shall comply with the stricter requirement.

**ARTICLE 21
FURTHER ASSURANCES**

- 21.1 **Agreement into Effect.** The Parties 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 its full extent.

ARTICLE 22 SURVIVAL

- 22.1 **Survival.** The provisions in Article 1, Article 4, Article 5, 6.1 (to the extent that the UTM/DDA has not provided the Reports or other reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, Articles 8, sections 11.2, 12.2, 12.3, 12.4(b), (c), Articles 13, 14, 16, 20, 22, 23, 25 and 27, and all applicable Definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 23 SCHEDULES

- 23.1 **Schedules.** The Agreement includes the following Schedules:
- (a) Schedule "A" – Program;
 - (b) Schedule "B" – Grant;
 - (c) Schedule "C" – Payment Plan; and
 - (d) Schedule "D" – Reports.

ARTICLE 24 COUNTERPARTS

- 24.1 **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 25 JOINT AND SEVERAL LIABILITY

- 25.1 **Joint and Several Liability.** Where the UTM/DDA is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the UTM/DDA under the Agreement.

ARTICLE 26 BPSAA

- 26.1 **BPSAA.** For the purposes of clarity, if the UTM/DDA is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 27
ENTIRE AGREEMENT**

- 27.1 **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.
- 27.2 **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**

_____ Name: Richard Jackson	_____ Date
Title: Director, Emergency Health Services Branch	

The Corporation of the County of Brant

_____ Name:	_____ Date
Position:	

_____ Name:	_____ Date
Position:	

I/We have the authority to bind the UTM/DDA

SCHEDULE A
PROGRAM

A1. Program Objective

The UTM/DDA shall ensure the proper provision of Land Ambulance Services in the geographic area of (name of UTM/DDA) in accordance with the Act, the Regulations, the Standards and this Agreement.

A2. Scope of Program

The UTM/DDA prepares an annual Service Plan in order to ensure that Land Ambulances Services are delivered in a safe and efficient manner. The Service Plan is attached at the end of this Schedule.

The UTM/DDA acknowledges that the Grant will be used solely for the purposes set out in this Schedule A.

SCHEDULE B

LAND AMBULANCE SERVICES GRANT

UTM/DDA: The Corporation of the County of Brant

2012 Approved Land Ambulance Operating Costs per PSAB Less any one-time costs	(1)	\$7,126,101
		<hr/>
Less: 2012 Base Funding at 100%	(2)	\$ -
		<hr/>
2012 Sharable Land Ambulance Operating Costs	(3)=(1)-(2)	\$7,126,101
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Add: 2013 Incremental Increase	(4) = 1.5% of (3)	\$ 106,892
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2013 Approved Shareable Land Ambulance Operating Costs	(5) = (3) + (4)	\$7,232,993
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2013 Land Ambulance Services Grant 50:50	(6) = (5) x 50%	\$3,616,497
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Less: 2012 Land Ambulance Services Grant 50:50	(7)	\$3,484,450
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2013 Land Ambulance Services Grant 50:50 Increase / (Decrease)	(8) = (6) - (7)	\$ 132,047
		<hr/>
Add: 2012 Land Ambulance Services Grant 50:50	(7)	\$3,484,450
		<hr/>
Add: 2012 Base Funding at 100%	(2)	\$ -
		<hr/>
2013 Land Ambulance Services Grant (50:50, and Other 100%)	(9) = (2) + (7) + (8)	\$3,616,497
		<hr/> <hr/>

Please note that all funding adjustments are contingent upon government approval.

SCHEDULE C

PAYMENT PLAN

The Province shall provide the Grant in semi-monthly payments in the middle and the end of each month.

SCHEDULE D

REPORTS

The UTM/DDA is required to provide the following Reports:

Name of Report	Reporting Period	Due Date
1. Financial Planning Report	For the next Funding Year	August 31 of each Funding Year
2. Service Plan	For the next Funding Year	March 31 of each Funding Year
3. Financial Information Return (FIR) Year End Report	For the entire Funding Year	May 31 of the following Funding Year
4. Audited Financial Statements	For the entire Funding Year	May 31 of the following Funding Year
5. Final Program Report	For the entire Funding Year	March 31 of the following Funding Year
6. Response Time Performance Plan	For the upcoming Funding Year	October 31 of each Funding Year
7. Response Time Performance Report	For the entire Funding Year	March 31 of each Funding Year

Report Details

1. Financial Planning Report

The UTM/DDA shall submit a Financial Planning Report in the format set out as Appendix 1 to Schedule "D".

2. Service Plan

The UTM/DDA shall provide an annual Service Plan which contains details about how it will carry out the Program in each Funding Year in the format set out as Appendix 4 to Schedule "D".

3. FIR Year End Report

The UTM/DDA shall submit a FIR Year End Report in the format set out as Appendix 2 to Schedule "D". The FIR Year End Report will also include the Attestation attached as Appendix 3 to Schedule "D".

4. Audited Financial Statements

The UTM/DDA shall prepare the Audited Financial Statements in accordance with Canadian generally accepted accounting principles, and attested to by a licensed public accountant.

5. Final Program Report

The UTM/DDA shall:

- (a) provide a Final Program Report which contains details about whether it has met all of the requirements in the Service Plan, as well as any other details requested by the Province;
- (b) ensure that the Final Program Report is signed on behalf of the UTM/DDA by the signing officers who have authority to bind the UTM/DDA

in the format set out as Appendix 4 to Schedule "D".

6. Response Time Performance Plan

The UTM/DDA shall submit a Response Time Performance Plan for each Land Ambulance Services operator, if applicable, in accordance with subsection 6(8) of the *Act*.

7. Response Time Performance Report

The UTM/DDA shall submit a Response Time Performance Report in accordance with subsections 23(7) and (8) of O. Reg. 257/00.

**APPENDIX 1 – Financial Planning Report
Emergency Health Services Branch
Land Ambulance Financial Planning Report**

UTM/DDA: The Corporation of the County of Brant

		(1) 2013	(2) 2014	(3) 2014 Actual Expenditures	(4) 2014 Forecasted Expenditures (12 mths)
		Council Approved Budget adjusted For PSAB Submitted to EHS	Council Approved Budget Adjusted for PSAB	Year-to-date for the period Jan 1 - July 31 2014	
		-----Prepared on PSAB Basis-----			
		\$	\$	\$	\$
COST SUMMARY					
I 110	OPERATING COSTS				
Part A: Exclude One-time and Dedicated Nurses (reported in Part B)					
111	Salaries, Wages & Benefits (Complete Section 3)				
112	Interest Expense (Do not include any principal portion)				
113	Materials				
114a	Contracted Services - Other than Cross Border payments				
114b	- Cross Border payments				
115	Rents and Financial Expenses				
116	Annual Amortization (Complete Section 1)				
117	Overhead Allocation (Complete Section 2)				
Part B: One-time and Dedicated Nurses					
118	One-time costs (non-recurring costs not expected every year)				
119	Costs for Dedicated Nurses to Receive Ambulance Patients				
125	Total Operating Costs	\$	\$	\$	\$
130	LESS: Revenue				
131	Revenue for Dedicated Nurses to Receive Ambulance Patients				
132	Other Revenue: Interest Income				
133	Other Revenue: (e.g. User Fees, Recoveries, Other Government, etc.)				
134	Other Revenue: Cross Border				
140	NET LAND AMBULANCE OPERATING COSTS	\$	\$	\$	\$

I certify that this Land Ambulance Report has been accurately prepared in accordance with the attached instructions and in accordance with approvals from Council/Board. All reports are subject to audit by the Province.

Name of CAO: _____
Print Name

signature

Date: _____

Name of Treasurer: _____
Print Name

signature

Date: _____

APPENDIX 1 – FINANCIAL PLANNING REPORT

SECTION 1

AMBULANCE SERVICE OPERATIONS - TANGIBLE CAPITAL ASSETS

for the year ended December 31, 2014

	COST					AMORTIZATION				11 2014 Closing Net Book Value \$	
	1 2014 Opening Net Book Value \$	2 2014 Opening Cost Balance \$	3 Purchases/ Betterments \$	4 Disposals \$	5 Write Downs \$	6 2014 Closing Cost Balance \$	7 2014 Opening Amortization Balance \$	8 Annual Amortization * \$	9 Amortization Disposals \$		10 2014 Closing Amortization Balance \$
Vehicles						\$				\$	\$
Equipment						\$				\$	\$
Ambulance Stations						\$				\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

* Annual amortization report in Col (2) – Line 116 of the Land Ambulance Financial Planning Report

APPENDIX 1 – FINANCIAL PLANNING REPORT

LAND AMBULANCE 2014

SECTION 2

THE CORPORATION OF THE COUNTY OF BRANT
OVERHEAD ALLOCATION: METHODOLOGY AND CALCULATION(S)
for the year ended December 31, 2014

OVERHEAD ALLOCATION

1. METHODOLOGY (Please list methodologies / policies used for overhead allocation)

--

2. CALCULATIONS (Please provide calculation(s) used in arriving at the reported amount in for Overhead Allocation - Column (2) - Line 117 of the Financial Planning Report.

Description	Amount to be allocated	Pro-ration Faction	Overhead Amount

APPENDIX 1 – FINANCIAL PLANNING REPORT

LAND AMBULANCE 2014

SECTION 3

THE CORPORATION OF THE COUNTY OF BRANT

SALARIES, WAGES & BENEFITS DETAILS for the year ended December 31, 2014

Please provide information on the following:

1. If there are service enhancements included in the 2014 Council Approved Budget, please provide details of the enhancements including implementation date, FTEs, and Salaries &Wages.

2. Increase in Salaries, Wages, and Benefits (2014 Council Approved Budget compared to 2013 Council Approved Budget):

- a. Management and administrative salaries increase:
Please provide the details including the percentage increase and amounts

- b. Collective agreement increase:
Please provide the effective date and amounts

3. Please indicate amounts for retroactive wages and costs that were included in the 2014 Council Approved Budget.

APPENDIX 1 - FINANCIAL PLANNING REPORT

Instructions

SECTION 4

COST SUMMARY

Operating Costs

- Land ambulance operating costs must not include capital costs, such as vehicles, stations, or other capital items with a life of more than one year.
- Costs associated with ambulance dispatch should not be included.
- If applicable, operating costs related to First Nations, territories without municipal organization (TWOMO), etc. should be included.
- One-time costs should be reported in Line 118 of Part B of the operating costs
- Dedicated Nurses: If applicable, include expenditures in Line 119 of Part B: One-time and Dedicated Nurse, and related provincial funding in Line 131.

Ministry's 50% cost sharing portion will not allow provision for prior years' operating costs or future years' operating costs, such as operating costs of service expansion, collective agreements or other additional capital purchases to be incurred in future years and prior or future years' liabilities or accruals.

Additional information may be required to support and clarify amounts.

111 Salaries, Wages and Benefits

- Salaries, wages and benefits include expenses incurred for full-time, part-time and temporary employee salaries, wages and benefits. This includes regular, overtime, shift premiums and any other remuneration to employees.
- Benefits include employer's contribution payments to Canada Pension Plan (CPP), Ontario Municipal Employee Retirement System (OMERS), Employer's Health Tax, Employment Insurance (EI), Workplace Safety and Insurance Board (WSIB) and any other insurance plans, such as supplementary health and dental.
- Include clothing, moving, tuition, housing and any other employee benefits and allowances paid.

112 Interest Expenses

- Report interest paid on long term liabilities and for leased tangible capital assets (capital leases).
- Do not include any principal repayment.

113 Materials (and any other expenses not reported on other lines)

- Report materials purchased by the land ambulance operations for its own use and / or disposal.
- Include materials purchased that are subsequently provided to a third party for delivery of land ambulance services.
- Include all other expenses not reported in other lines. For example, include expenses for insurance, photocopying and reimbursement of travel mileage.

114 Contracted Services

- When land ambulance operations contracts out service delivery in whole or in part, to an arms length service provider, report any payments to the service provider as contracted services.
- If services are provided in part by an arms length service provider and in part by land ambulance operations staff, report payment to contractor as contracted service. Services provided by land ambulance operations staff are reported using other object categories of expenses.
- For contracts that extend beyond the current fiscal year, report only the portion of the contract relating to the current fiscal year.
- Costs related to cross border charges from other UTMs should be reported separately in Line 114b.
- Costs related to contracted services for Dedicated Nurses to receive ambulance patients should be reported in Line 119.

- 115 Rents and Financial Expenses
- Rents and financial expenses paid to external parties. Include the rental / lease payments for ambulance stations land, machinery, equipment and engineering structures (Note: Stations and other assets under operating leases are not to be amortized).
 - Where a contracted service includes a separate and easily identifiable rental component, report the rental component as rents and financial expenses.
 - Financial expenses include: short-term borrowing costs, bank and credit card service charges, annual payments associated with financing leases not deemed to be capital tangible lease and any other financial costs from external sources.
 - Do not include interest paid on long term liabilities. Interest on long term liabilities should be reported on Line 112.
 - Do not include any principal repayment.
 - Internal leasing is not an operating expense. A portion of amortization, as allowed under PSAB standards, on the municipally owned asset (e.g. building), which is attributable to land ambulance services (land ambulance operating cost), may be claimed as amortization on Line 116.

- 116 Annual Amortization
- The cost, less any residual value, of a tangible capital asset with a limited life should be amortized over its useful life in a rational and systematic manner appropriate to its nature and use by the Municipal/DDA.
 - The leased tangible capital asset (meeting the PSAB criteria of leased tangible capital asset) would typically be amortized over the period of expected use of the asset, on the basis that is consistent with the UTM/DDA amortization policy for other similar tangible capital assets.
 - Consistent with MMAH FIR reporting requirements, EHS will follow PSAB standards and permit amortization of the leased tangible capital asset as an expense. The actual lease payment will not be included in the determination of land ambulance operating costs. For further details, please refer to PSAB guideline PSG-2, Leased Tangible Capital Assets.
 - The amortization of the costs of tangible capital assets should be accounted for as an expense in Line 116.
 - Land has an unlimited life and should not be amortized.
 - No amortization should be charged on fully amortized tangible capital assets.
 - The amortization method and estimate of the useful life of the remaining unamortized portion of a tangible capital asset should be reviewed on a regular basis and revised when the appropriateness of a change can be clearly demonstrated.

Ministry's 50% cost sharing portion will not allow provision for prior years' operating costs or future years' operating costs, such as operating costs of service expansion, collective agreements or other additional capital purchases to be incurred in future years and prior or future years' liabilities or accruals.

- 117 Overhead Allocation - should be reasonable and consistently applied and directly related to operating the land ambulance program.
- 125 Total Operating Costs = Sum of Lines 111 to 119.
- 140 Net Land Ambulance Operating Costs = Line 125 - (Sum of Lines 131 to 134).

APPENDIX 2 – FIR YEAR END REPORT LAND AMBULANCE 2013

UTM/DDA Name:

The Corporation of the
County of Brant

Asmt Code:

MAH Code:

FORM A

GENERAL INFORMATION

for the year ended December 31, 2013

REPORTING FOR EHS LAND AMBULANCE SHOULD BE CONSISTENT WITH MMAH FIR. ALL CATEGORIES OF OPERATING COSTS REPORTED IN FORM B SHOULD BE CONSISTENT WITH HEALTH SERVICES - AMBULANCE SERVICES OF THE MMAH FIR FILING. WHERE IT IS NOT CONSISTENT, PLEASE EXPLAIN DIFFERENCES.

DECLARATION OF THE UPPER-TIER MUNICIPALITY / DESIGNATED DELIVERY AGENT

The following Land Ambulance Forms are requested by the Ministry of Municipal Affairs and Housing on behalf of the Ministry of Health and Long-Term Care:

FORM A: GENERAL INFORMATION

FORM B: FINANCIAL INFORMATION

SECTION 1 (A & B): AMBULANCE SERVICE OPERATIONS - TANGIBLE CAPITAL ASSETS

SECTION 2: OVERHEAD ALLOCATION

SECTION 3: RESERVE FUNDS

For the purposes of this Land Ambulance Report, the amounts disclosed on the attached Forms are in agreement with the books and records of the UTM/DDA and its consolidated entities.

I certify that this Land Ambulance Report has been accurately prepared in accordance with the attached instructions (SECTION 4).

Name of CAO / Treasurer

Date

Name (print)

Signature

I. GENERAL INFORMATION

010 How is Land Ambulance Service provided.

1

LIST

II. CONTACT INFORMATION

Questions related to the Forms should be addressed to:

020 Contact Name

022 Telephone

024 Fax

028 Email (Required)

030 Chief Administrative Officer / Treasurer

032 Telephone

038 Email

040 Name of External Auditor

042 Telephone

048 Email

1

APPENDIX 2 – FIR YEAR END REPORT - LAND AMBULANCE 2013

UTM/DDA Name:

The Corporation of the
County of Brant

Asmt Code:

MAH Code:

FORM B

FINANCIAL INFORMATION

for the year ended December 31, 2013

I. COST SUMMARY

	1 Costs Excluding Column 2 & 3 \$	2 One-Time \$	3 Dedicated Nurses \$	TOTAL (Column 1 to 3) \$
110 OPERATING COSTS				
111 Salaries, Wages & Benefits			N/A	\$
112 Interest Expense (Do not include any principal portion)		N/A	N/A	\$
113 Materials			N/A	\$
114 Contracted Services				\$
115 Rents and Financial Expenses			N/A	\$
116 Annual Amortization (Section 1A)		N/A	N/A	\$
117 Overhead Allocation (Section 2)		N/A	N/A	\$
120 TOTAL OPERATING COSTS	\$	\$	\$	\$

LESS:

130a Revenue for Dedicated Nurses to Receive Ambulance Patients		
130b Other Revenue: Interest Income		
130c Other Revenue: (e.g. User Fees, Recoveries, Other Government, etc.)		
130d Other Revenue: Cross Border		

140 **NET LAND AMBULANCE OPERATING COSTS** \$

OPERATING COSTS REPORTED IN TOTAL COLUMN SHOULD BE CONSISTENT WITH HEALTH SERVICES - AMBULANCE SERVICES AS REPORTED ON SCHEDULE 40 OF THE MMAH FIR FILING. WHERE IT IS NOT CONSISTENT, PLEASE EXPLAIN DIFFERENCES.

II. RESERVE FUNDS

Complete Details in Section 3.

APPENDIX 2 – FIR YEAR END REPORT - LAND AMBULANCE 2013

UTM/DDA Name:

The Corporation of the
County of Brant

Asmt Code:

MAH Code:

SECTION 1A

AMBULANCE SERVICE OPERATIONS - TANGIBLE CAPITAL ASSETS

for the year ended December 31, 2013

SUMMARY

	COST					AMORTIZATION					
	1	2	3	4	5	6	7	8	9		10
	2013 Opening Net Book Value \$	2013 Opening Cost Balance \$	Purchases/ Betterments \$	Disposals \$	Write Downs \$	2013 Closing Cost Balance \$	2013 Opening Amortization Balance \$	Annual Amortization \$	Amortization Disposals \$	2013 Closing Amortization Balance \$	2013 Closing Net Book Value \$
Vehicles	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUBTOTAL: Vehi- cles and Equip- ment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Ambulance Sta- tions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL: Vehicles & Equipment and Ambulance Sta- tions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

TOTAL: Vehicles & Equipment and Ambulance Stations SHOULD BE CONSISTENT WITH HEALTH SERVICES - AMBULANCE SERVICES AS REPORTED ON SCHEDULE 51 OF THE MMAH FIR FILING. WHERE IT IS NOT CONSIS-
TENT, PLEASE EXPLAIN DIFFERENCES.

APPENDIX 2 - FIR YEAR END REPORT - LAND AMBULANCE 2013

UTM/DDA Name:
 The Corporation of the
 County of Brant
Asmt Code:
MAH Code:

SECTION 1A

AMBULANCE SERVICE OPERATIONS - TANGIBLE CAPITAL ASSETS

for the year ended December 31, 2013

VEHICLES

ID #	Description (Please list each item)	Year of Purchase (YYYY)	Years of Useful Life	1 2013 Opening Net Book Value \$	2 2013 Opening Cost Balance \$	3 Purchases/Betterments \$	4 Disposals \$	5 Write Downs \$	6 2013 Closing Cost Balance \$	7 2013 Opening Amortization Balance \$	8 Annual Amortization \$	9 Amortization Disposals \$	10 2013 Closing Amortization Balance \$	11 2013 Closing Net Book Value \$
									\$				\$	\$
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APPENDIX 2 - FIR YEAR END REPORT - LAND AMBULANCE 2013

UTM/DDA Name:

The Corporation of the
County of Brant

Asmt Code:

MAH Code:

SECTION 1A

AMBULANCE SERVICE OPERATIONS - TANGIBLE CAPITAL ASSETS

for the year ended December 31, 2013

AMBULANCE STATIONS

ID #	Description (Please list each item)	Year of Purchase (YYYY)	Years of Useful Life	1	2	3	4	5	6	7	8	9	10	11
				2013 Opening Net Book Value \$	2013 Opening Cost Balance \$	Purchases/Betterments \$	Disposals \$	Write Downs \$	2013 Closing Cost Balance \$	2013 Opening Amortization Balance \$	Annual Amortization \$	Amortization Disposals \$	2013 Closing Amortization Balance \$	2013 Closing Net Book Value \$
									\$				\$	\$
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APPENDIX 2 - FIR YEAR END REPORT LAND AMBULANCE 2013

UTM/DDA Name:

The Corporation of the
County of Brant

Asmt Code:

MAH Code:

SECTION 2

OVERHEAD ALLOCATION: METHODOLOGY AND CALCULATION(S)

for the year ended December 31, 2013

OVERHEAD ALLOCATION

1. METHODOLOGY

Please list methodologies / policies used for overhead allocation. (Text will wrap. Use ALT +Enter to force a new line.)

2. CALCULATION(S)

Please provide calculation(s) used in arriving at the reported amount for Overhead Allocation as reported on Line 117 of FORM B.

Description	Amount to be allocated	Pro-ration Factor	Overhead Amount
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total as reported on Line 117 of FORM B			0

APPENDIX 2 - FIR YEAR END REPORT LAND AMBULANCE 2013

UTM/DDA Name:

The Corporation of the
County of Brant

Asmt Code:

MAH Code:

SECTION 3

RESERVE FUNDS DETAIL

for the year ended December 31, 2013

Reserve Funds	1 2013 Opening Balance/ 2012 Closing Balance \$	2 Additions \$	3 Payments \$	4 2013 Closing Balance \$
Stations	\$	\$	\$	\$
Vehicles & Equipment	\$	\$	\$	\$
Severance	\$	\$	\$	\$
Other (enter details below)	\$	n/a	\$	\$
SUBTOTAL: Stations, Vehicles & Equipment, Severance and Other	\$	\$	\$	\$
100% Municipal/DDA Financed and Other non-provincial sources	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

Other Reserve Fund Description (Please list each item / group)	1 2013 Opening Balance/ 2012 Closing Balance \$	2 Additions \$	3 Payments \$	4 2013 Closing Balance \$
		n/a		
		n/a		\$
		n/a		\$
		n/a		\$
		n/a		\$
		n/a		\$
		n/a		\$
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		n/a		\$
		n/a		\$

APPENDIX 2 - FIR YEAR END REPORT

Instructions 2013

SECTION 4

REPORTING FOR EHS LAND AMBULANCE SHOULD BE CONSISTENT WITH MMAH FIR. ALL CATEGORIES OF OPERATING COSTS REPORTED IN FORM B SHOULD BE CONSISTENT WITH HEALTH SERVICES – AMBULANCE SERVICES OF THE MMAH FIR FILING. WHERE IT IS NOT CONSISTENT, PLEASE EXPLAIN DIFFERENCES.

Upper-Tier Municipalities (UTMs) / Designated Delivery Agents (DDAs) should complete Forms A and B and Sections 1, 2, and 3 using MS Excel. Once completed, this File should be SAVED and submitted via email to:

[Your Senior Financial Analyst at Emergency Health Services Branch - Ministry of Health and Long-Term Care](#)

Upper-Tier Municipalities (UTMs) / Designated Delivery Agents (DDAs) are reminded to SAVE work periodically.

All information contained in Form A, B and Schedules should be completed in accordance with the following Instructions:

FORM A: GENERAL INFORMATION

I. GENERAL INFORMATION

010

From the LIST in column 1, Upper-Tier Municipalities (UTMs) / Designated Delivery Agents (DDAs) should select the item which describes how Land Ambulance is provided in the Municipality.

LIST Options

Provided Directly by UTM / DDA Only
Provided by UTM / DDA and Contracted Provider(s)
Provided by Contracted Provider(s) Only

II. CONTACT INFORMATION

020

to
028

Upper-Tier Municipalities (UTMs) / Designated Delivery Agents (DDAs) should enter information for a Contact Person should any questions related to the Forms arise. The contact person will be the first point of contact should any concerns arise.

030

to
038

The contact information of the Chief Administrative Officer or Treasurer should be provided.

040

to
048

The contact information of the External Auditor should be provided.

I. COST SUMMARY**Operating Costs**

- Include the cost of operating land ambulance services by the Upper-Tier Municipality / Designated Delivery Agent in Column 1.
- One-time costs should be reported in Column 2.
- Land ambulance operating costs must not include capital costs, such as vehicles, stations, or other capital items with a life of more than one year.
- Costs associated with ambulance dispatch should not be included.
- Operating costs related to First Nations, territories without municipal organization (TWOMO), etc. should be included.
- Dedicated Nurses: If applicable, include expenditures in Column 3 and related provincial funding in Line 130a on Form B.

111**Salaries, Wages and Benefits**

- Salaries, wages and benefits include expenses incurred for full-time, part-time and temporary employees' salaries, wages and benefits. This includes regular, overtime, shift premiums and any other remuneration to employees.
- Benefits include employer's contribution payments to Canada Pension Plan (CPP), Ontario Municipal Employee Retirement System (OMERS), Employer's Health Tax, Employment Insurance (EI), Workplace Safety and Insurance Board (WSIB) and any other insurance plans, such as supplementary health and dental.
- Include clothing, moving, tuition, housing and any other employee benefits and allowances paid.

112**Interest Expenses**

- Report interest paid on long-term liabilities and for leased tangible capital assets (capital leases).
- Do not include any principal repayment.

113**Materials (and any other expenses not reported on other lines)**

- Report materials purchased by the land ambulance operations for its own use and / or disposal.
- Include materials purchased that are subsequently provided to a third party for delivery of land ambulance services.
- Include all other expenses not reported in other lines. For example, include expenses for insurance, photocopying and reimbursement of travel mileage.

114**Contracted Services**

- When land ambulance operations contracts out service delivery in whole or in part, to an arms length service provider, report any payments to the service provider as contracted services.
- If services are provided in part by an arms length service provider and in part by land ambulance operations staff, report payment to contractor as contracted service. Services provided by land ambulance operations staff are reported using other object categories of expenses.
- For contracts that extend beyond the current fiscal year, report only the portion of the contract relating to the current fiscal year.
- Costs related to contracted services for Dedicated Nurses to receive ambulance patients should be reported in Column 3 (Dedicated Nurses) of Line 114.

- 115 Rents and Financial Expenses**
- Rents and financial expenses paid to external parties. Include the rental / lease payments for ambulance stations (Note: assets under operating leases are not to be amortized), land, machinery, equipments and engineering structures.
 - Where a contracted service includes a separate and easily identifiable rental component, report the rental component as rents and financial expenses.
 - Financial expenses include: short-term borrowing costs, bank and credit card service charges, annual payments associated with financing leases not deemed to be capital tangible lease and any other financial costs from external sources.
 - Do not include interest paid on long-term liabilities. Interest on long term liabilities should be reported on Line 112.
 - Do not include any principal repayment.
 - Internal leasing is not an allowable operating expense; however a portion of amortization and incremental direct costs may be reported on the appropriate lines. Reasonable operating costs related to municipally owned assets (e.g. buildings) that are recognized under PSAB and not included in any other operating cost lines (line 111 to 117) of form B, can be reported as long as they are attributable to land ambulance services.

- 116 Annual Amortization (Section 1A)**
- Amortization: The cost, less any residual value, of a tangible capital asset with a limited life should be amortized over its useful life in a rational and systematic manner appropriate to its nature and use by the UTM / DDA.
 - The leased tangible capital asset (meeting the PSAB criteria of leased tangible capital asset) would typically be amortized over the period of expected use of the asset, on the basis that is consistent with the UTM / DDA amortization policy for other similar tangible capital assets.
 - Consistent with MMAH FIR reporting requirements, EHS will follow PSAB standards and permit amortization of the leased tangible capital asset as an expense. The actual lease payment will not be included in the determination of land ambulance operating costs. For further details, please refer to PSAB guideline PSG-2, Leased Tangible Capital Assets.
 - The value of a leased tangible capital asset should be reported in Section 1A.
 - The amortization of the costs of tangible capital assets should be accounted for as an expense in Line 116 of Form B and Section 1A (Column 8).
 - Land has an unlimited life and should not be amortized.
 - The amortization method and estimate of the useful life of the remaining unamortized portion of a tangible capital asset should be reviewed on a regular basis and revised when the appropriateness of a change can be clearly demonstrated.

Ministry's 50% cost sharing portion will not allow provision for future years' operating costs, such as operating costs of service expansion, collective agreements or other additional capital purchases to be incurred in future years.

- 117 Overhead Allocation** - should be reasonable and consistently applied and directly related to operating the land ambulance program.
Please provide details of methodology and calculations used on Section 2.

- 120 Total Operating Costs**
= Sum of Lines 111 to 117

- 130b Revenue: Interest income** arising from all sources, including interest income from reserves, should be reported in the period in which it is earned.

- 140 Net Land Ambulance Operating Costs**
= Line 120 - Line 130a, b, c, d

II. RESERVE FUNDS (Complete Details in Section 3)

Provide reserve funds information in 2013 FIR and future years until the reserve amount is fully utilized

VEHICLES and EQUIPMENT Reserve Fund

2013 Opening Balance/2012 Closing Balance

2013 Opening Balance should equal to 2012 Closing Balance.

PLUS: Additions

Record any additions to fund.

LESS: Payments

Report the total cost of all Land Ambulance vehicles and equipment purchased.

2013 Closing Balance

2013 Closing Balance is equal to the 2013 Opening Balance PLUS Additions LESS Payments.
2013 closing balance should not be a negative amount.

STATIONS Reserve Fund

2013 Opening Balance/2012 Closing Balance

2013 Opening Balance should equal to 2012 Closing Balance.

PLUS: Additions

Record any additions to fund.

LESS: Payments

Report the total cost of all Stations purchased / built.

2013 Closing Balance

2013 Closing Balance is equal to the 2013 Opening Balance PLUS Additions LESS Payments.
2013 Closing Balance should not be a negative amount.

SEVERANCE Reserve Fund

When a land ambulance employee is severed, amount may be drawn down from this reserve fund.

2013 Opening Balance / 2012 Closing Balance

2013 Opening Balance should equal to 2012 Closing Balance.

PLUS: Additions (if any)

LESS: Payments

Report the total amount of severance paid to land ambulance employees up to remaining fund balance.

Closing Balance, end of year

2013 Closing Balance is equal to the 2013 Opening Balance PLUS Additions LESS Payments.
2013 closing balance should not be a negative amount.

OTHER Reserve Fund

Other Reserve Fund established previously for specific purposes. Provide detailed breakdown with associated purposes.

2013 Opening Balance / 2012 Closing Balance

2013 Opening Balance should equal to 2012 Closing Balance.

LESS: Payments

Report the total amount of payments related to land ambulance services which were not reported in the Vehicles & Equipment, Stations or Severance Reserve Fund. A brief description of the purpose should be provided.

Closing Balance, end of year

2013 Closing Balance is equal to the 2013 Opening Balance LESS payments from accounts.
2013 Closing Balance should not be a negative amount.

- **100% UTM / DDA Financed Reserve Fund**

The UTM / DDA Reserve Fund is a fund set aside for land ambulance purposes which only include 100% UTM / DDA and non-provincial funds. Funds reported in this section are not to be reported as operating costs on Line 111 to 140.

ADDITIONAL FORMS FOR COMPLETION

SECTION 1 (A & B): Ambulance Service Operations - Tangible Capital Assets

SECTION 2: Overhead Allocation - Methodology and Calculations

SECTION 3: Reserve Funds – Details

APPENDIX 3 - ATTESTATION

TO: The Province
FROM: Chief Administrative Officer/Treasurer of _____
DATE: _____
RE: 2014 Funding Year

On behalf of the UTM/DDA, I attest that the UTM/DDA acknowledges and confirms receipt of the Grant from the Province totalling _____ for the 2014 Funding Year.

I attest on behalf of the UTM/DDA that the funds provided under the Grant by the Province were for approved operating costs incurred for the purposes of carrying out the Program. Any amount of the Grant that is in excess of fifty percent (50%) of the approved operating costs to fund the portion of the Program for Land Ambulance Services shall be due to the Province, and recoverable in accordance with the terms and conditions contained in the January 1, 2014 Agreement entered into by the Province and the UTM/DDA.

In making this attestation, I have exercised the care and diligence that would reasonably be expected of a Chief Administrative Officer/Treasurer in these circumstances, including making due inquiries of UTM/DDA staff that have knowledge of this matter.

As Chief Administrative Officer for the UTM/DDA, I am executing this attestation confirming that the aforementioned statements are true and represent the disposition of the Grant. I further confirm the accuracy and completeness of the Reports submitted pursuant to Schedule D of the Agreement during the applicable Funding Year.

Name:

Title: Chief Administrative Officer/Treasurer

I have authority to bind the Corporation of the County of Brant.

APPENDIX 4 - SERVICE PLAN AND FINAL PROGRAM REPORT

UTM/DDA Service Plan for Funding Year _____ and Final Program Report for Funding Year _____

UTM/DDA: The Corporation of the County of Brant

This Service Plan/Final Program Report is established as referenced in the Land Ambulance Grant Transfer Payment Agreement, Schedule D, Appendix 4. The Service Plan details your UTM/DDA's plans about how it will carry out the Program in each Funding Year. The Final Program Report contains details about whether it has met all of the requirements in the Service Plan, as well as any other details requested by the Province.

In addition to your UTM/DDA's Deployment Plan (please forward updates when changes are made during the applicable calendar year), please provide your UTM/DDA's mission and values statement (also forward updates as applicable).

Please also complete the following table:

Service Plan and Final Program Report													
Service Number					Service Name								
Coverage Area Square kms.					Population Base								
Patient Transports by Demographic Group (prior year actuals)	<1		1-17		18-44		45-64		65-79		80+		
		Prior Year Planned			Prior Year Actuals			Prior Year Variance		Current Year Planned			
Staffed Operational Hours													
Primary Care Paramedics													
Advanced Care Paramedics													
Critical Care Paramedics													
Total Staffed Hours													
Full Time Equivalents													
Unionized FTEs													
Non-Unionized FTEs													
Total FTEs													
Hourly Salary Rate Ranges													
Primary Care Paramedics			-				-				-		
Advanced Care Paramedics			-				-				-		
Critical Care Paramedics			-				-				-		
Collective Agreement Term:													
Paramedic Service Fleet													
# Ambulances													
# Emerg. Response Units													
# Emerg. Support Units													
# Special Purpose Ambs													
# Administrative Vehicles													
Total													
Training above RBH certification/CME													
Provide description of service training delivered.													
Quality Assurance (BLS Patient Care)													
Provide a description of your service's BLS quality assurance program.													

Definitions:

- Where readily available, provide prior year actuals for Patient Transports by Demographic Group.
- “Prior Year Planned” refers to the targets and goals set at the start of the calendar year preceding the reporting year. For example, for the 2014 calendar reporting year, 2013 planning targets and goals set at the start of 2013 relating to performance should be entered.
- “Prior Year Actuals” refers to the actual year end performance and data related to the goals set, or planned for, at the start of the calendar year preceding the reporting year. For example, for the 2013 calendar year, you may have planned to have completed 1,000 code 4 calls, but actually performed 1,100.
- “Prior Year Variance” refers to the variance between the Prior Year Planned and Prior Year Actuals. Where variances exceed 5% + or – please provide rationale.
- “Current Year Planned” refers to the targets and goals set at the start of the calendar reporting year. For example, for the 2014 calendar year enter the planned hours of training per paramedic.
- Staffed Operational Hours refers to the total staffing hours related to direct patient care by paramedics at the given classification. This includes superintendents who regularly respond to calls for service. For example, one 24 hour/day 365 days a year ambulance (i.e.: staffed by 2 paramedics) constitutes 17,520 hours. Additionally, one paramedic in an emergency response vehicle 24 hours/day, 365 days a year would constitute 8760 hours.
- Full Time Equivalent refers to the hours an individual is compensated, reflected as an FTE. For example, an employee working 40 hours a week, 52 weeks of the year would constitute 1 FTE. A part time staff member who works only 1040 hours a year would constitute .5 FTE.
- “Hourly Salary Rate Ranges” refers to the hourly wage rate for the applicable classification from the bottom to the top hourly rates. Please utilize the hourly rates being paid at the time the report is completed. Please note your service’s collective agreement term (i.e.: effective and expiry dates).
- Ambulance vehicle definitions have the same meaning as those outlined in the *Ambulance Act*, its Regulations and the Ontario Provincial Land Ambulance & Emergency Response Vehicle Standard (Version 4.0).
- Training refers to training outside of annual Regional Base Hospital certification and continuing medical education that is delivered by paramedic services or others (e.g.: equipment training, individual service HR training, etc)
- Quality Assurance (BLS Patient Care) refers to reviews of ACRs conducted on patient care indicated in the Basic Life Support Patient Care Standards, Version 2.0.

I certify that I have the authority to bind the UTM/DDA indicated above:

Signed by: _____

Date: _____