



# EMERGENCY HEALTH SERVICES AGREEMENT



Prince Edward Island Department of Health and Wellness and Island EMS



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THIS AGREEMENT made this 2<sup>nd</sup> day of July, 2025,

BETWEEN:

**Government of Prince Edward Island**, as represented by the Minister of Health and Wellness ("DHW")

#### OF THE FIRST PART

-and-

**Island EMS Inc.**, a body corporate with its head office at 229 Sherwood Road, Charlottetown, Prince Edward Island ("**Island EMS**")

#### OF THE SECOND PART

**WHEREAS** the Government is responsible for providing ambulance and other emergency health services throughout the Province, and is the regulator of provincial ambulance services in Prince Edward Island pursuant to the *Ambulance Services Act*, R.S.P.E.I. 1988, Cap. 10-01, and has the responsibility to regulate, monitor, and evaluate the quality of ambulance and other emergency health services provided in the public's interest;

**AND WHEREAS** Island EMS Inc., a wholly owned subsidiary of Medavie Health Services Inc., a company incorporated under the laws of Prince Edward Island, currently manages Ambulance Services, Community Paramedicine Services, and additional services pursuant to an agreement between DHW and Island EMS dated October 3, 2006 (the "**Previous Agreement**") and Mobile Integrated Health Services pursuant to an agreement between DHW and Island EMS dated March 12, 2018;

**AND WHEREAS** Island EMS and DHW (collectively, the "**Parties**") wish to enter into a new agreement (the "**Agreement**") on the terms set out herein;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

### 1 DEFINITIONS AND SCHEDULES

#### 1.1 Definitions

"**Act**" or "**Ambulance Services Act**" means the *Ambulance Services Act*, R.S.P.E.I. 1988, Cap. A-10.01 and its Regulations, as amended from time to time;

"**Accounting Loss**" means the loss incurred by Island EMS on transfer of possession of assets and assigning the lease for such assets to DHW, where the lease term remaining is less than the remaining amortization period of the transferred asset, resulting in a balance related to that asset remaining on Island EMS' books which would be written off by Island EMS. Such accounting loss will be calculated in accordance with International Financial Reporting Standards.

"**Advanced Medical Priority Dispatch System**" means the standard by the International Academies of Emergency Dispatch used by Communications Officers to dispatch appropriate aid

in response to Requests for Service, including systematized caller interrogation and pre-arrival instructions;

**"Affiliate"** means, in relation to Island EMS, any corporation that directly or indirectly controls Island EMS, or any other corporation controlled by such corporation or Island EMS;

**"Ambulance"** means a dedicated vehicle, used to treat, Transport or transfer Patients in providing Ambulance Services and other services;

**"Ambulance Services"** means the Services that provide response, assessment, treatment and/or Transport or Inter-Facility Transfer of Patients, as detailed in Schedule A (Statement of Work);

**"Applicable Laws"** means any statute, law, rule or regulation of the province of Prince Edward Island, or Canada, as applicable, including any judgment, order, writ, injunction or decree;

**"Budget"** means the agreed upon Budget in Schedule C (Budget and Business Planning Process) for the 2025 – 26 Fiscal Year or the adjusted Budget approved by DHW in subsequent years of this Agreement, for the Services described in Section 7 (*Compensation/Business Planning*);

**"Business Continuity Plan"** means the plan that identifies potential impacts that threaten an organization and provides a framework for ensuring the continuity of operations that safeguards the interests of its stakeholders, reputation, brand and activities;

**"Business Days"** means Monday through Friday, 8:30 to 4:30 AST, excluding weekends and public holidays, as per the *Employment Standards Act*, R.S.P.E.I. 1988, Cap. E-6.2;

**"Business Planning Process"** means the annual process set out in Section 7.5.1. and Schedule C (Budget and Business Planning Process) of this Agreement to develop DHW's strategic, financial and operational requirements to achieve the system demands for the upcoming Fiscal Year.

**"Change Management Procedures"** shall have the meaning ascribed in Schedule I (Change Management Procedures);

**"Chronic Failure"** means:

- (a) an accumulation of 3 or more breaches of Performance Standards in a Fiscal Year, which are not subject to Exemptions or cured pursuant to Section 14.1.2; or
- (b) an accumulation of 3 or more Minor Breaches in a Fiscal Year, which are not Performance Standards subject to Exemptions, or cured pursuant to Section 14.1.2.

**"Client"** means an individual who is not a Patient at the time in question;

**"Clinical Practice Guidelines"** includes all clinical standards, guidelines, protocols, procedures, formularies, and policies, approved by the Provincial Medical Director, that direct appropriate patient care, including assessment, triage, management, treatment, advice, transport decisions for given clinical conditions;



"**Clinical Support Desk**" means the hub within the Medical Communications and Dispatch Centre to provide the Services outlined in Schedule A (Statement of Work);

"**Clinical Support Desk Clinician**" means any healthcare professional working at the Clinical Support Desk as authorized by DHW;

"**Communications Officer**" means a Medical Communications and Dispatch Centre employee who has received specialized training and who is responsible for receiving and processing Requests for Service and dispatching, deploying, and coordinating personnel and assets;

"**Community Paramedicine**" means care, whereby Paramedics apply their specialized education, training, and skills in 'non-traditional' community-based environments, often outside the usual emergency response and transportation model.

"**Contract Date**" means the date this Agreement is signed by both Parties;

"**Contract Payment**" means the Management Fee and Budget plus applicable HST;

"**Contract Service Area**" means:

- (a) all areas of Prince Edward Island reachable by ground in the delivery of Services pursuant to this Agreement; and
- (b) Inter-Facility Transfers between Prince Edward Island and Nova Scotia or New Brunswick, or as otherwise agreed.

"**Continuous Quality Improvement**" means the systematic approach designed to provide the necessary focus and structure to identify, monitor, analyze, and evaluate clinical and Service improvement opportunities;

"**CPI Change**" means, for each period of April 1 – March 31 of the Term, the average annual Core Consumer Price Index for Prince Edward Island published by Statistics Canada for each month in the 12-month period.

For clarity, in this paragraph, the following is an example of the calculation of the average annual consumer price index change for Prince Edward Island for the period of April 1, 2024 – March 31, 2025;

CPI Change - PEI	
Month	%*
April 2024	2.60%
May 2024	3.20%
June 2024	3.40%
July 2024	2.00%
August 2024	1.20%
September 2024	1.00%

CPI Change - PEI	
October 2024	1.30%
November 2024	1.8%
December 2024	0.40%
January 2025	1.30%
February 2025	2.00%
March 2025	1.80%

**Average 1.83%**

\* Source: Consumer Price Index, by geography, all items, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit.

**"Critical Care Inter-Facility Transfer"** means an Inter-Facility Transfer by Ambulance during which there is the direct delivery of specialized care by an authorized care provider to Patients requiring single or multi-organ life supportive care or other specialized treatment or equipment, and whose condition may be unstable, or become unstable, or is life-threatening as a result of extensive injury or disease;

**"Custodian"** has the same meaning as that prescribed in the *Health Information Act*, R.S.P.E.I. 1988, Cap. H-1.41;

**"Data Security Incident"** means an actual or suspected unauthorized access to, acquisition of, use of, disclosure of, alteration to, or destruction of personal information, personal health information, confidential information, or other data transmitted to, processed by, or stored by a Party which compromises the security, confidentiality, or integrity of such data, including any incident that requires notification under Applicable Law;

**"Data Systems"** means the databases, servers, hardware, software and systems which are identified as Factors of Production and contain Patient, Client and/or operational data listed in Schedule N (Record of Data Systems);

**"Data Systems Records"** means the data that is contained in the Data Systems;

**"Deputy Minister"** means the Deputy Minister of Health and Wellness, or successor department, in Prince Edward Island;

**"DHW"** means the Department of Health and Wellness, or successor department, as represented by the Minister of Health and Wellness in Prince Edward Island;

**"DHW Confidential Information"** means any and all information provided to Island EMS by DHW or any information which Island EMS has access to as a result of being a Party to this Agreement, including without limitation, the following:

- (a) any information (including without limitation reports, statistics, compilations, analyses, product plans, business plans, pricing information, and financial information) not generally known to the public;
- (b) personal health information as defined in the *Health Information Act*, R.S.P.E.I. 1988, Cap. H-1.41 or *personal information* as defined in the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap F-15.01;
- (c) any information which is identified as confidential by DHW or Island EMS or is inferred by the nature of the information and/or the manner in which it was disclosed;
- (d) all data systems records; and
- (e) Trade Secrets.

**"DHW Policies"** means the policies issued by DHW which are applicable to the Services and other work carried out pursuant to this Agreement;

**"Directive"** means a directive issued by the Deputy Minister of DHW, or designate, governing the delivery of Services pursuant to this Agreement, or by the designated authority pursuant to the *Ambulance Services Act*;

**"Director"** means the persons assigned by DHW and Island EMS for the purposes of administering and managing this Agreement;

**"Dispute Resolution Process"** means the process set out in Section 13 (*Dispute Resolution Process*);

**"Effective Date"** means April 1, 2025;

**"Electronic Patient Care Record" or "ePCR"** means the electronic Patient care record in the form approved by DHW;

**"Emergency Breach"** has the meaning set out in Section 14.3.1;

**"Emergency Inter-Facility Transfer"** means any Inter-Facility Transfer by an Ambulance for a time-sensitive medical condition;

**"Emergency Preparedness and Disaster Response Plan"** means the plan developed and maintained by Island EMS, as approved annually by DHW, and includes all the plans, activities, procedures, training, and exercises, to ensure Island EMS is fully prepared and able to respond safely, quickly, collaboratively, and efficiently in the event of a disaster;

**"Emergency Takeover"** has the meaning set out in Section 14.3.2;

**"Exemption"** has the meaning set out in Schedule B (*Performance Standards and Key Performance Indicators*), as may be amended from time to time;

**"Extraordinary Occurrence"** means any event, circumstance or occurrence which is beyond Island EMS' reasonable control; which does not prima facie include staffing issues, vacancies or

shortages ("**Staffing Issues**") experienced by Island EMS unless Island EMS has complied with its obligations contained in the current approved HR Plan.

"**Exit Strategy**" has the meaning set out in Section 15.1;

"**Facility**" means a location used in the provision and support of the Services and includes, but are not limited to, stations/bases, the Medical Communications and Dispatch Centre and its backup sites, training centres, and fleet centres (*if applicable*);

"**Factors of Production**" means any asset and related infrastructure, including but not limited to Data Systems, service level agreements and contracts, software, Facilities, and technology that are required for the delivery of safe Patient care in the Province of Prince Edward Island where its removal from the emergency health services system would compromise the ability to continue to deliver Patient care without a reduction of capacity and for the purposes of this Agreement, the Factors of Production as of the date of this Agreement are as detailed in Schedule E (*Factors of Production*);

"**Fiscal Year**" means the year beginning April 1 and ending March 31, as may be amended;

"**Foreign Disclosure Laws**" means any laws, statutes, by-laws, treaties, directives, policies having the force of law, orders, judgements, injunctions, awards, decrees or other similar matter of any government, legislature (or similar body), court, governmental department, commission, board, bureau, agency, instrumentality, province, state, territory, association, county, municipality, city, town or other political or governmental jurisdiction, whether not or in future constituted, outside of Canada, that may require, request, or otherwise demand access, use or disclosure, of DHW Confidential Information, whether to intercept or for any other reason;

"**Foreign Disclosure Order**" has the meaning as described in Section 11.3.

"**FOIPP**" means the Freedom of Information and *Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01;

"**Force Majeure Event**" has the meaning set out in Section 16.1.1(a).

"**General Manager**" means the person appointed by Island EMS to manage the Services;

"**Governance Procedures**" means those procedures outlined in Section 3 (*Governance Procedures*);

"**Health Facility**" means any building or premises in or from which the Minister or Health PEI provides Health Services, and includes a prescribed building or premises as defined in the *Health Services Act* R.S.P.E.I. 1988, Cap. H-1.6, or any other facility to or from which Patients are transported pursuant to this Agreement;

"**Health Information Act**" or "**HIA**" means the *Health Information Act* R.S.P.E.I. 1988, Cap. H-1.41;

"**Health PEI**" means the Crown corporation established pursuant to the *Health Services Act* R.S.P.E.I. 1988, Cap. H-1.6;

**"Health Services"** has the same meaning as that prescribed in the *Health Services Act* R.S.P.E.I. 1988, Cap. H-1.6

**"Human Resources Plan"** means as contemplated in Sections 39 and 40 of Schedule A (*Statement of Work*);

**"Incident Command System"** or **"ICS"** means is a standard on site command and control system used to manage emergency incidents and planned events, or a successor system;

**"Inter-Facility Transfer"** means any Ambulance transport of a Patient where either the sending or receiving Facility is a Health Facility, which is not in response to a 9-1-1 Request for Service;

**"Island Health System"** means the network of individuals, organizations, facilities, equipment and technologies whose participation is required for a clinically appropriate, pre-planned system-wide response in the Province of Prince Edward Island to each Request for Service;

**"Island EMS Confidential Information"** means:

- (a) any information of a proprietary nature (including without limitation product plans, business plans, customer data, pricing information, or financial information) not generally known to the public;
- (b) any information which is identified as confidential by Island EMS or is inferred by the nature of the information and/or the manner in which it was disclosed;
- (c) information Island EMS created regarding quality and investigations; and
- (d) Trade Secrets;

**"Island EMS Factors of Production"** means any capital asset and related infrastructure exclusively owned by Island EMS, including Ambulances and Facilities that are used for the delivery of safe Patient care in the Province of Prince Edward Island as of the date of execution of this Agreement, but for greater certainty, excludes:

- (a) Those assets listed in Schedule O (*DHW-Owned Assets*);
- (b) Those assets exclusively owned or exclusively funded by DHW including those assets exclusively funded in the Budget as a depreciation expense line item, or as a result of the year-end true up of expenses; and
- (c) Island EMS-IP.

**"Island EMS IP"** means information, ideas, intellectual property and other intangibles developed, or owned by Island EMS including best practices, know-how and show-how, including those described in Schedule G (*Island EMS-Owned Intellectual Property*);

**"Key Positions"** means those human resources personnel assigned by DHW identified in Section 4.2.5(a) and 4.2.5(b);

**"Labour Disruption"** means any labour disruption, strike, job action, or labour dispute that is beyond the reasonable control of Island EMS or ability of Island EMS to mitigate, acting in good faith;

**"Long Term Care Facility"** has the same meaning as **"Nursing Home"** as prescribed in the Community Care Facilities and *Nursing Homes Act*, R.S.P.E.I. 1988, Cap. C-13;

**"Major Breach"** has the meaning set out in Section 14.2;

**"Management Fee"** has the meaning set out in Section 7.2;

**"Medical Advisor"** means a medical advisor as defined in the *Ambulance Services Act*;

**"Medical Communications and Dispatch Centre"** or **"MCDC"** means the central centre that receives all Requests for Service where medical communications and dispatch services are processed;

**"Medical First Responder"** or **"MFR"** means a volunteer of a participating agency, recognized by DHW, who has completed an appropriate Medical First Responder training course and who renders medical first response care at the request of the Medical Communications and Dispatch Centre to a 9-1-1 call.

**"Medical Oversight"** means the identification, implementation, informing of and/or delivering of appropriate clinical consultation, direction, or educational content by a medical practitioner to clinicians as it applies to the scope and role in which they are providing medical oversight and includes retrospective, concurrent, and prospective medical oversight;

**"Medacom"** means Medacom Atlantic Inc., an Affiliate of Island EMS.

**"Minister"** means the Minister of Health and Wellness, or its successor, in Prince Edward Island;

**"Minor Breach"** has the meaning set out in Section 14.1;

**"Non-Transport Response Vehicle"** means a Vehicle that provides support to the Services but are not Ambulances or Support Vehicles;

**"Online Medical Consultation Physician Program"** means a medical practitioner contracted by DHW who provides concurrent Medical Oversight, clinical consultation and advice for Paramedics providing Services under this Agreement, by way of a voice-recorded phone, two-way radio system, or other communications means approved by DHW;

**"Operational Analytics"** means the process of using data analytics on Data Systems Records to support program areas in DHW by better understanding the underlying challenges in the health system and informing policy decisions and program design requirements;

**"Paramedic"** means a clinician trained and registered in Prince Edward Island to practice Paramedicine pursuant to the Paramedics Regulations enacted under the *Regulated Health Professions Act*, R.S.P.E.I. 1988, Cap. R-10.1;

**"Paramedic Chiefs of Canada Paramedic Leadership Competency Framework"** means the Framework issued by the Paramedics Chiefs of Canada;

**"Paramedicine"** has the same meaning as that prescribed in the Paramedics Regulations enacted under the *Regulated Health Professions Act*, R.S.P.E.I. 1988, Cap. R-10.1;

**"Party"** means DHW or Island EMS and **"Parties"** means DHW and Island EMS;

**"Patient"** means an individual who may be ill, sick, injured, wounded, helpless or otherwise incapacitated, and who is in need of or is at risk of needing, medical assessment, care and/or Transport or Inter-Facility Transfer; alternative: means any individual who is provided health care assistance from a healthcare professional and includes a Client or resident;

**"Performance Standards,"** and **"KPIs"** have the meaning set out in Schedule B (*Performance Standards and Key Performance Indicators*);

**"Permitted Purpose"** means the use of DHW Confidential Information or Island EMS Confidential Information solely for the purpose of performing obligations under, or exercising rights in connection with, this Agreement, and not for any other purpose unless otherwise expressly authorized in writing;

**"Personal Health Information"** shall have the same meaning as "personal health information" in HIA;

**"Personal Information"** shall have the same meaning as the term "personal information" contained in FOIPP;

**"Privacy Breach"** and **"Privacy Breaches"** means any unauthorized access to Personal Information or Personal Health Information or the unauthorized access, collection, use or disclosure of Personal Information or Personal Health Information;

**"Privacy Commissioner"** means the Information and Privacy Commissioner appointed by the legislature in Prince Edward Island;

**"Privacy Impact Assessment"** means an assessment to determine the privacy considerations of a particular program or service carried out in accordance with the *Health Information Act*, R.S.P.E.I. 1988, Cap. H-1.41;

**"Provincial Ambulance Services Director"** has the same meaning as prescribed in the *Ambulance Services Act*, R.S.P.E.I. 1988, Cap A-10.01;

**"Provincial Medical Director"** means the medical practitioner determined by DHW to provide Medical Oversight of all Services delivered under this Agreement, and includes the role of the Provincial Ambulance Services Director;

**"Public Safety Communications System"** means the communication system designated by the Province of Prince Edward Island for use by public safety organizations;

**"PEI Public Safety"** means the Department of Justice and Public Safety, or successor department, as represented by the Minister of Justice and Public Safety in the Province of Prince Edward Island;

**"Quality, Safety, and Performance Committee"** means the committee with representatives from Island EMS, DHW, and Health PEI having responsibilities as provided in Section 3 (*Governance Procedures*);

**"Referral"** means the request made on behalf of a Patient to a specific health provider, service, or program to facilitate access to care based on the Patient's unique health and social needs;

**"Regional Director, PEI Operations"** means the person appointed by Island EMS to be responsible for the overall delivery of Services pursuant to this Agreement;

**"Renewal Term"** and **"Subsequent Renewal Term"** means the term or terms beyond the Initial Term whereby the Agreement is renewed, as set out in Section 2.2;

**"Request for Service"** means any request received by the Medical Communications and Dispatch Centre for all Services under this Agreement, that may be received through any means approved by DHW, including the 9-1-1 Public Safety Answering Point, telephone, facsimile, the Public Safety Communications System; or an electronic referral system;

**"Response"** means a response to a scene/incident;

**"Response Time"** means for any 9-1-1 Request for Service, where an immediate response by an Ambulance or other emergency resource is required, the actual elapsed time between the Time Call Received and the actual arrival or staging of an Ambulance or Non-Transport Response Vehicle at that scene/location;

**"Service Fees"** means as described in Schedule M (*Service Fees Billing Program*);

**"Services"** means the services identified in Section 4.1 of this Agreement;

**"Special Event"** means any event located within the Contract Service Area for which dedicated Ambulance Services are arranged in advance of the event, and for which a Paramedic(s) and/or an Ambulance(s) are hired directly by the sponsor of the event or is requested by DHW, and for which a fee may or may not be charged to the Patient or event organizer;

**"Special Event Medical Plan"** means a plan approved by DHW for the resource allocation, contingency plans, and potential system impacts of a Special Event;

**"Support Vehicle"** means a vehicle that provides logistical support for the delivery of the Services but are not Ambulances or Non-Transport Response Vehicles;

**"System Status Plan"** means the plan prepared and maintained by Island EMS to manage the performance of the Services in accordance with Directives and includes a province-wide resources management plan to match resources to the dynamic patterns of demand;

**"Term"** means the Term of this Agreement, and shall be the aggregate of the Initial Term, Renewal Term, and Subsequent Renewal Term;

**"Third Party Contracts"** means contracts entered into by Island EMS with third parties in compliance with Section 6.1;



**"Threat Risk Assessment"** means an assessment to determine the potential threats to an organization's assets of a particular program or service and risk mitigation strategies;

**"Time Call Received"** means the second the Communications Officer at the MCDC has received (either by telephone or computer data link) sufficient location information to identify the chief complaint and the Request for Service enters the Dispatch Queue;

**"Trade Secret"** except when you used in the context of FOIPP or HIA where "trade secret" shall have the same meaning as "trade secret" in FOIPP, means confidential information that:

- (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
- (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

**"Transport"** means movement of a Patient from a scene usually to an emergency department or other appropriate Health Facility;

**"Transport Operator"** means a non-paramedic employed by Island EMS who is able to perform services as approved by DHW;

**"Vehicle"** includes Ambulances, Non-Transport Response Vehicles, and Support Vehicles.

**"Vehicle Procurement and Replacement Plan"** means as contemplated in Section 76 of Schedule A (Statement of Work).

## 1.2 List of Schedules

The schedules listed below are attached to and form part of this Agreement:

- Schedule A – Statement of Work
- Schedule B – Performance Standards and Key Performance Indicators
- Schedule C – Budget and Business Planning Process
- Schedule D – Labour
- Schedule E – Factors of Production
- Schedule F – Island EMS' Third Party Suppliers
- Schedule G – Island EMS-Owned Intellectual Property
- Schedule H – DHW-Owned Intellectual Property
- Schedule I – Change Management
- Schedule J – Dispute Resolution
- Schedule K – Mediation Procedures
- Schedule L – Insurance Coverage
- Schedule M – Service Fees Billing Program
- Schedule N – Record of Data Systems
- Schedule O – DHW-Owned Assets

## **2 TERM**

### **2.1 Term**

- 2.1.1** The initial term of this Agreement is five (5) years for all contracted Services under this Agreement, commencing on the Effective Date (the "Initial Term").
- 2.1.2** At the end of the Initial Term, DHW at its option may award up to two (2) contract extensions, each on terms acceptable to the Parties, each for a term of three (3) years. The initial contract extension shall be referred to as the Renewal Term and a subsequent renewal term shall be referred to as the Subsequent Renewal Term.
- 2.1.3** DHW shall advise Island EMS on or before twelve (12) months from the expiry of the Initial Term of DHW's decision to exercise its option to award a Renewal Term. Island EMS shall have 90 days thereafter to accept in writing the Renewal Term.
- 2.1.4** In the event DHW exercises its option to award a Subsequent Renewal Term, DHW shall advise Island EMS on or before twelve (12) months from the expiry of the Renewal Term, of DHW's decision to exercise its option to award a Subsequent Renewal Term, and Island EMS shall have ninety (90) days thereafter to accept in writing the Subsequent Renewal Term.
- 2.1.5** In the event DHW does not offer a Renewal Term or a Subsequent Renewal Term to Island EMS or Island EMS does not accept an offered Renewal or Subsequent Renewal Term; the Transition Services (Section 15) provisions of the Agreement shall apply.

## **3 GOVERNANCE PROCEDURES**

### **3.1 Directors**

- 3.1.1** Island EMS shall assign the Regional Director, PEI Operations, and DHW shall assign the Director, Emergency Health Services, as the Directors responsible for the duties further described in Section 3.1.3 with respect to this Agreement.
- 3.1.2** DHW and Island EMS agree that the Directors will be available upon reasonable notice during normal business hours to meet, review, and discuss any material issues or concerns with respect to this Agreement.
- 3.1.3** The Directors shall have the authority and be responsible for:
  - (a) the implementation of this Agreement;
  - (b) organizing and facilitating business planning sessions for the provision of the Services;
  - (c) review and consultation in respect of Island EMS policies that affect the delivery of Services pursuant to this Agreement, and where a policy of

Island EMS conflicts with this Agreement, this Agreement or DHW policy or Directive shall prevail.

- (d) facilitating and, if possible, resolving any operational or other issues with respect to the Services or this Agreement;
- (e) escalating any unresolved issues with respect to the Services or this Agreement to the Quality, Safety, and Performance Committee;
- (f) reporting as required by the Quality, Safety, and Performance Committee; and,
- (g) financial reporting, reviewing and recommending funding initiatives to the Quality, Safety, and Performance Committee.

**3.1.4** For clarity, any new initiative or change to the Services that DHW has stated is to be dealt with in the annual Business Planning Process shall not be dealt with pursuant to the procedures contained in this Section.

## **3.2 Quality, Safety, and Performance Committee**

**3.2.1** The constitution, role and responsibility, and conduct of business of the Quality, Safety, and Performance Committee are detailed below.

**3.2.2** The Quality, Safety, and Performance Committee shall consist of the following individuals:

DHW	Director, Emergency Health Services
DHW	Provincial Medical Director
DHW	Finance Representative (as required)
DHW	Recorder
Health PEI	Director, Provincial Surgical Services and Patient Flow
Island EMS	Regional Director, PEI Operations
Island EMS	General Manager
Island EMS	Finance Representative (as required)
TBD	Ad hoc Representatives (as required)

**3.2.3** The Quality, Safety, and Performance Committee shall have the authority and be responsible for the administration and management of this Agreement including:

- (a) quarterly meetings with Directors to discuss the achievement of milestones, performance against service levels, upcoming projects, outstanding operational issues, applicable funding approvals, and other Island EMS or DHW's concerns;

- (b) approving updates or revisions to the provision of the Services which do not result in amendments to the Services delivered pursuant to this Agreement;
- (c) strategic and business planning sessions;
- (d) facilitating and, if necessary, escalating issues with respect to the Services or this Agreement, to the Executive Forum;
- (e) making recommendations to the Executive Forum for modifications to the Services;
- (f) ensuring that Service and management practices are consistent with this Agreement;
- (g) reviewing and discussing changes to the Services, this Agreement or other matters brought forward;
- (h) facilitating and, if possible, resolving disputes that arise out of the performance by the Parties pursuant to this Agreement;
- (i) reporting as required to the Executive Forum;
- (j) serving as a forum for reviewing business plans and requirements of Island EMS as it relates to the provision of the Services;
- (k) reviewing strategies recommended from strategic planning and priority setting sessions;
- (l) reviewing and approving Exemptions;
- (m) making recommendations to the Executive Forum with respect to the following:
  - (i) the addition of operational or service management groups or committees;
  - (ii) in the event of an unresolved dispute, outlining the nature of the dispute and the position of the Parties and any recommendations for resolution;
  - (iii) changes or amendments to the Services or any other amendment that is not specifically authorized in this Agreement per Schedule I (*Change Management Procedures*) provided that the change or amendments have not been referred instead by DHW to the Business Planning Process;
  - (iv) any other matters brought forward by the Directors or advanced by either of the Parties including the termination of this Agreement; and

(v) any other matter arising out of this Agreement.

- 3.2.4** The Quality, Safety, and Performance Committee shall meet whenever the Parties consider it appropriate, but in no event shall it meet less than four (4) times annually. Either Party may request an ad hoc meeting of the Quality, Safety, and Performance Committee to consider a particular material issue. The members of the Committee agree that they will be available during normal business hours to meet, review and discuss any issues or concerns with respect to this Agreement.
- 3.2.5** The Parties agree that in the event an individual named to the Quality, Safety, and Performance Committee is unable to serve, then a replacement on a temporary or permanent basis may be appointed by the Party to whom the individual that is unable to serve represents, provided the person has the same authority as the person they are replacing.
- 3.2.6** All recommendations of the Quality, Safety, and Performance Committee and the Executive Forum shall be unanimous.
- 3.2.7** The Quality, Safety, and Performance Committee shall establish terms of reference for such procedures for the conduct of its business as it considers appropriate. These procedures shall include the appointment of co-chairs of the Quality, Safety, and Performance Committee, and the recording of minutes.
- 3.2.8** For greater certainty, any matters which are unanimously recommended under this Section 3 by the Quality, Safety, and Performance Committee shall not:
- (a) constitute binding amendments to this Agreement unless both Parties explicitly agree in writing as such; or
  - (b) materially impact the respective roles of Island EMS as the provider of the Services and DHW as the regulator of the Island Health System.

### 3.3 Executive Forum

- 3.3.1** Island EMS shall assign the President of Medavie Health Services Inc. as its Executive Representative for the purposes of this Agreement and DHW shall assign the Deputy Minister as its Executive Representative for the purposes of this Agreement. The Executive Forum shall consist of these Executive Representatives. Where appropriate the CEO of Health PEI shall be invited to participate in Executive Forum meetings.
- 3.3.2** Prior to consideration by the Executive Forum of any issue, it must be first referred to the Directors and/or the Quality, Safety, and Performance Committee, as appropriate.
- 3.3.3** All recommendations of the Executive Forum shall be unanimous.
- 3.3.4** For greater certainty, any matters which are unanimously recommended under this Section 3, by the Executive Forum, shall not:
- (a) constitute binding amendments to this Agreement unless both Parties explicitly agree in writing as such; or
  - (b) materially impact the respective roles of Island EMS as the provider of the Services and DHW as the regulator of the Island Health System.

## 4 SCOPE OF SERVICES PROVIDED BY ISLAND EMS

During the Term, Island EMS shall provide:

### 4.1 Key Services

- 4.1.1** In Prince Edward Island, Island EMS shall provide the following emergency health services for all areas and population within the Contract Service Area as detailed in Schedule A (Statement of Work):
- (a) Medical Communications and Dispatch Centre Services;
  - (b) Ambulance Services;
  - (c) Community Paramedicine Services; and
  - (d) Emergency Preparedness and Disaster Response Services.
- (Collectively referred to as the "**Services**")

### 4.2 Human Resource Management

- 4.2.1** Island EMS shall provide human resource management to support all Services under this Agreement in accordance with Schedule A (Statement of Work).

- 4.2.2** Prior to the execution of this Agreement, Island EMS shall advise DHW of the persons who hold the Key Positions and provide DHW with the Island EMS Inc. and Medacom organizational structure and position descriptions for all Key Positions in Section 4.2.5, or as requested by DHW.
- 4.2.3** Island EMS shall keep DHW informed of any changes to its Key Positions as soon as reasonably possible when Island EMS becomes aware and provide an updated organizational structure and position descriptions.
- 4.2.4** Island EMS shall, upon execution of this Agreement, consult the Deputy Minister of DHW before replacement of the Regional Director, PEI Operations or the General Manager with Island EMS's preferred candidate and DHW shall have the right to not endorse the candidate for General Manager, acting reasonably.
- 4.2.5** Key Positions are defined as those responsible for the following roles:
- (a) Regional Director, PEI Operations (100% dedicated to Prince Edward Island operations - at least 90% to Services under this Agreement and up to 10% outside of this Agreement); and
  - (b) General Manager (100% dedicated to Prince Edward Island operations).
- 4.2.6** Island EMS shall make the Executive Director of Finance, or a role with equivalent responsibilities, available as required to provide administrative and finance/accounting support for the delivery of Services pursuant to this Agreement.
- 4.2.7** The persons employed in Key Positions shall spend the percentage of time indicated in Section 4.2.5 above solely involved in providing the Services, except as otherwise authorized by DHW.

#### **4.3 Worker's Compensation**

- 4.3.1** Island EMS shall maintain its registration with the Worker's Compensation and comply with the *Workers Compensation Act*, R.S.P.E.I.1988, Cap. W-7.1.
- 4.3.2** Island EMS shall provide to DHW its annual Workers Compensation rating on an annual basis.
- 4.3.3** Island EMS shall implement injury prevention practices to reduce risk to clinicians and provide an annual status report to DHW upon request.

#### **4.4 Continuing Education and Training**

- 4.4.1** Island EMS shall ensure all continuing education and training is delivered to all employees providing Services under this Agreement in accordance with Schedule A (Statement of Work).

#### **4.5 Continuous Quality Improvement and Medical Oversight**

- 4.5.1** Island EMS shall provide Continuous Quality Improvement and Medical Oversight to all Services in this Agreement in accordance with Schedule A (*Statement of Work*).

**4.6 Record Keeping and Data Security**

- 4.6.1** Island EMS shall provide record keeping and data security for all Services in this Agreement in accordance with Schedule A (*Statement of Work*).
- 4.6.2** If DHW determines to take ownership of or become the primary contracting Party for any or all Data Systems, Island EMS shall cooperate fully with the transition of same to DHW. Any transition of data systems will occur in a timely and seamless fashion ensuring no or minimal interruption in Services.
- 4.6.3** Island EMS shall manage the day-to-day use of the Data Systems, and any other databases used in providing the Services.
- 4.6.4** Any Data Systems used in providing the Services shall be categorized as follows:
- (a) Category A: Data System owned or for which Island EMS is the primary contracting party, as a Factor of Production and critical to remain in the system and will be transferred to DHW if this Agreement is terminated for any reason;
  - (b) Category B: Data System owned or for which DHW is the primary contracting party, as a Factor of Production and critical to remain in the system if this Agreement is terminated for any reason;
  - (c) Category C: Data System owned by, or for which the primary contracting party is, another department of the Government of PEI that is not DHW as a Factor of Production and critical to remain in the system if this Agreement is terminated for any reason;
  - (d) Category D: Data Systems that are Island EMS Factors of Production, for which Island EMS will ensure that data is available to DHW for the period of time required by DHW after the Agreement is terminated.
- 4.6.5** EMS and DHW shall establish and maintain the list of Data Systems which are used in providing Services, as detailed in Schedule N (*Record of Data Systems*) and shall identify the Data Systems in the categories above (A, B, C, and D) in Section 4.6.4 which are collectively called the "Data Systems".
- 4.6.6** For any Data Systems acquired after the Contract Date, or for any change in ownership or primary contracting Party, DHW and Island EMS must determine the appropriate category as per Section 4.6.4 in advance of acquisition or change, as the case may be.
- 4.6.7** Data Systems required for normal operations that are funded separately by DHW and developed or procured by Island EMS shall remain the property of DHW.



- 4.6.8** DHW and Island EMS shall work collaboratively to identify required Data Systems for the Services.
- 4.6.9** DHW shall have final approval for the procurement of all the Data Systems, with the exception of Island EMS-owned business data systems categorized as D in Section 4.6.4(d).
- 4.6.10** Island EMS shall not sell, donate or otherwise market Data Systems without advance approval by DHW.
- 4.6.11** Island EMS may use Island EMS-owned Data Systems to support business opportunities outside of Prince Edward Island, so long as the information required for the Services under this Agreement is not disclosed or compromised and such use does not adversely affect Services provided or costs to DHW under this Agreement.

#### **4.7 Stations, Vehicles, Equipment, and Supplies**

- 4.7.1** Island EMS shall provide the stations, Vehicles, equipment, and supplies required to deliver the Services in this Agreement in accordance with Schedule A (Statement of Work).

#### **4.8 Risk Management and Safety**

- 4.8.1** Each road-registered EMS Vehicle shall be equipped with a safe driving monitoring device and utilization of this equipment by Island EMS is mandatory.
- 4.8.2** Island EMS shall maintain an appropriate risk management and Business Continuity Plan, which shall be shared on request with DHW.
- 4.8.3** Island EMS shall develop and manage a process for initiating, receiving, investigating and closing inquiries as defined in Section 4.8.5, and escalating appropriate cases to DHW for notification and investigation, consistent with DHW Directives.
- 4.8.4** Island EMS shall:
  - (a) Notify DHW and Health PEI of clinical and non-clinical issues that have a high or severe harm or risk as soon as Island EMS is aware, and continue to provide timely updates through the course of the investigation, including but not limited to the source information, the summary information and summary of key findings reports and actions taken to address issues identified; and
  - (b) Provide summary information of other clinical and non-clinical issues to DHW upon request within ten (10) Business Days of the date of the request.
- 4.8.5** With regards to customer service inquiries or complaints, Island EMS shall maintain a process for reviewing, addressing, responding to, and tracking complaints and inquiries (hereafter "inquiries") that originate from Patients,

Clients, the public, internal or external government stakeholders, or allied agencies, by:

- (a) reviewing and investigating all inquiries received;
- (b) as appropriate, providing an initial acknowledgement within seventy-two (72) hours of receipt of the inquiry and providing an appropriate and timely response to the Party making the inquiry regarding the issue identified, which shall in any event occur not later than ten (10) Business Days following receipt of the inquiry;
- (c) per Section 4.8.3 and 4.8.4 above, providing DHW with the Patient information for inquiries that are identified to have high or severe harm or risk;
- (d) within ten (10) Business Days of being requested, providing DHW a copy of the Patient information relating to an inquiry;
- (e) ensuring that DHW and other appropriate stakeholders are notified when circumstances require, as per DHW Directives;
- (f) providing summary and key findings reports to DHW as reasonably requested and in accordance with Section 4.8.4; and
- (g) in advance of the monthly meeting between Island EMS and DHW and Health PEI, provide a written summary of all inquiries received and actions taken on outstanding inquiries.

#### **4.9 Program Evaluations**

- 4.9.1** Island EMS will participate in DHW led ad hoc evaluations on all or any part of the system based on DHW priority and direction.

#### **4.10 Directives and Policies**

- 4.10.1** Island EMS shall comply with DHW Directives in the performance of the Services, and for all other work performed Island EMS shall follow all policies, standards, procedures, and Directives of DHW / Health PEI applicable to the work.
- 4.10.2** Island EMS shall have in place policies and procedures to support the provision of the Services that shall not conflict with the DHW Directives and shall be available to DHW upon request.
- 4.10.3** DHW / Health PEI shall provide Island EMS reasonable notice of any significant changes to its policies and procedures or new policies and procedures that affect the Services.
- 4.10.4** At least twenty (20) Business Days prior to the implementation of an Island EMS policy that affects the delivery of Services, a copy of the policy shall be provided to DHW and Health PEI, for review and comment, which comments shall be

provided within ten (10) Business Days of receipt of same. Where the policy implementation is required to deal with a matter that has immediate negative impact on public safety in the delivery of the Services, Island EMS may establish a policy on an interim basis, subject to the review and approval by DHW being conducted pursuant to this section. The interim policy must be provided to DHW in advance of it being implemented.

## **5 INTELLECTUAL PROPERTY**

### **5.1 Ownership and Use**

- 5.1.1** DHW acknowledges that Island EMS owns or has the right to use the intellectual property, confidential business processes, know-how and management techniques in respect of the Services, including as more specifically described in Schedule G (*Island EMS-Owned Intellectual Property*).
- 5.1.2** Island EMS agrees that DHW owns and has the right to access the intellectual property, confidential business processes, know-how and management techniques in respect of the Services, including as more specifically described in Schedule H (*DHW-Owned Intellectual Property*).
- 5.1.3** The Parties agree to provide an updated list of their Intellectual Property as found in Schedule G (*Island EMS-Owned Intellectual Property*) and Schedule H, (*DHW-Owned Intellectual Property*) and upon acceptance by the other Party, this list shall replace the existing Schedule and form part of this Agreement.
- 5.1.4** Island EMS agrees that should DHW fund special projects beyond the scope of the Services, then DHW shall own the intellectual property derived directly from the work product of such special projects, unless the Parties agree otherwise in writing.
- 5.1.5** Island EMS agrees that it shall not market, share or license any DHW Intellectual Property without the prior written permission of DHW and in the event that such permission is provided by DHW, a condition of such approval may be that DHW will require to be paid compensation and/or receive a rate reduction from Island EMS.

## **6 CONTRACTS**

### **6.1 Third Party Contracts**

- 6.1.1** DHW acknowledges that Island EMS may use third party suppliers on terms that do not contradict the terms of this Agreement. Island EMS agrees to be responsible for the acts or omissions of each third party supplier to the same extent as if such acts or omissions were by Island EMS. For clarity, DHW shall not be invoiced for any administrative or other costs associated with Island EMS's administration or management of its third party suppliers. Island EMS shall provide DHW with unredacted copies of each contract or renewal agreement with its third party suppliers upon request.

- 6.1.2** When Island EMS contracts with third party suppliers, Island EMS shall ensure that the terms of such contracts do not contradict the terms of this Agreement, including in respect of confidentiality, Personal Health Information and Personal Information, and that such contracts are, where reasonably possible, assignable to DHW, at the option of DHW, and subject to Section 15.2.6(b) or on the termination of this Agreement subject to Section 15.2.
- 6.1.3** DHW agrees that Island EMS may use subcontractors on terms that do not conflict with the terms of this Agreement, provided that Island EMS has provided DHW with the agreement to be entered into by Island EMS and its subcontractor, Island EMS has obtained the prior written permission of DHW to enter into the subcontracting agreement, and Island EMS agrees to be responsible for the acts or omissions of each DHW approved subcontractor to the same extent as if such acts or omissions were by Island EMS. For clarity, DHW shall not be invoiced for any administrative or other costs associated with Island EMS's administration or management of a subcontractor's contract. Island EMS shall provide DHW with unredacted copies of each contract or renewal agreement with the subcontractor upon request.
- 6.1.4** When Island EMS contracts with a subcontractor, Island EMS shall ensure that the terms of such contracts do not contradict the terms of this Agreement, including in respect of confidentiality, Personal Health Information and Personal Information, and that such contracts are assignable to DHW, at the option of DHW, and subject to Section 15.2.6(b) or on the termination of this Agreement subject to Section 15.2.

## **6.2 Special Events**

- 6.2.1** Island EMS shall coordinate and schedule Ambulance Services for stand-by Special Events coverage.
- 6.2.2** All Special Events coverage and any other revenue-generating commercial activity is subject to prior DHW approval. The Parties shall enter into a revenue-sharing agreement for all events with more than 100 people expected to attend.
- 6.2.3** Island EMS shall provide DHW and Health PEI with notice of the event as soon as Island EMS becomes aware, which shall be at least sixty (60) days prior to the event. DHW shall provide Island EMS with approval of the event and notice of whether a Special Event Medical Plan is required within ten (10) days of receipt of the notice.
- 6.2.4** Island EMS shall submit its Special Event Medical Plan to DHW no less than fourteen (14) days prior to the Special Event.
- 6.2.5** Island EMS shall submit a post-event summary to DHW not more than two (2) weeks after the end of the Special Event, in the format approved by DHW.

## **6.3 Additional Services**

- 6.3.1** The Parties agree that any new or expanded services that may be agreed to be implemented in the Business Planning Process will only constitute a binding agreement when agreed to and signed off by the Parties as an addendum to this Agreement.

## **7 COMPENSATION AND BUSINESS PLANNING**

### **7.1 Contract Payment**

- 7.1.1** The Contract Payment will be in accordance with the process set out in Schedule C (*Budget and Business Planning Process*) for the first Fiscal Year of the Term and each year of the Term thereafter.

### **7.2 Management Fee**

- 7.2.1** Island EMS shall be paid a Management Fee as follows:

- (a) Five percent (5%) plus applicable HST of the actual approved expenditures reimbursed to Island EMS by DHW pursuant to this Agreement in a fiscal year, provided that the total of the actual expenditures reimbursed to Island EMS are within plus or minus five percent (+/- 5%) of the Budget for the fiscal year; or
- (b) Four percent (4%) plus applicable HST of the actual approved expenditures reimbursed to Island EMS by DHW pursuant to this Agreement in a fiscal year, if the total of the actual expenditures reimbursed to Island EMS is greater than plus or minus five percent (+/- 5%) of the Budget for the fiscal year unless such variance is caused by any of the following:
  - (i) a legislative change or Directive that impacts the Budget;
  - (ii) an authorized increase in labour costs created by collective bargaining or a change in the collective agreement; or
  - (iii) the impact of a Force Majeure Event.

### **7.3 Payment Schedule**

- 7.3.1** The Contract Payment shall be paid in equal monthly installments by DHW, payable on the first business day of each month, based on the Budget for that year.

### **7.4 Financial Reporting**

- 7.4.1** Island EMS shall provide internal monthly financial reports to DHW within thirty (30) days of the end of each fiscal quarter. The format for the financial reports shall be on the same basis as the Budget categories in the template provided by DHW to Island EMS from time to time.

**7.4.2** Upon acceptance of the fourth (4th) quarterly financial statement by DHW, DHW shall complete a preliminary true-up report of actual expenditures against the Budget and any payment or invoice for payment shall be due within thirty (30) days of release of the preliminary true-up report by DHW.

**7.4.3** Audited financial statements in accordance with International Financial Reporting Standards (IFRS) together with a schedule of Budget categories reported on the same basis as the quarterly financial reports in Section 7.4.1, which shall be received within ninety (90) days of Island EMS' fiscal year end. Any additional information required by DHW to analyze the audited financial statements and schedules shall be provided by Island EMS upon request by DHW. Upon acceptance of the audited financial statements by DHW, a final true-up report shall be provided by DHW with any payment to Island EMS or invoice for payment by Island EMS to DHW being due within thirty (30) days of the receipt of the final true-up report.

## **7.5 Business Plan**

**7.5.1** In each year of this Agreement, Island EMS and DHW will participate in the annual Business Planning Process as set forth in this section and in Schedule C (Budget and Business Planning Process), to provide for:

- (a) the provision of Budget estimates by Island EMS to DHW in the form determined by DHW from time to time for the next fiscal year, or new investment(s) Island EMS is seeking DHW to approve, in the form provided by DHW from time to time;
- (b) the acquisition of additional assets and Facilities as provided for in the Island EMS Five Year Capital Plan;
- (c) the reconciliation of Island EMS's actual costs versus Budgeted costs;
- (d) the provision of financial information from other related or contracted entities that could affect the cost of Services pursuant to this Agreement; and
- (e) such other matters as the Parties may agree.

**7.5.2** Island EMS may provide any information, plans, proposals or representations to assist in the Business Planning Process and DHW agrees to receive and consider same in the Business Planning Process.

## **8 PERFORMANCE**

### **8.1 Performance of Services**

**8.1.1** During the Term, Island EMS agrees that it will diligently and faithfully perform all of the Services and duties under this Agreement in a prudent and professional manner and shall supervise and direct the management of the Services in accordance with the standards herein set forth or as required by the law and DHW policy or Directives. Subject to any DHW Policies or Directives,

Island EMS shall apply sound administrative policies and operational policies in the management and delivery of the Services consistent with the terms and provisions of this Agreement.

- 8.1.2** The Parties acknowledge and agree that while DHW has the right to implement new DHW Policy and DHW Policy changes or Directives, DHW agrees it will not implement DHW Policies or Directives that conflict with the terms of this Agreement without consulting with Island EMS and taking into consideration any impacts such DHW Policy, or Directive will have on Island EMS. DHW will allow Island EMS reasonable time to implement new DHW Policy or DHW Policy changes or Directives. If DHW implements new DHW Policy or DHW Policy changes or Directives that conflict with the terms of this Agreement, Island EMS may address the issue through the Change Management Procedures in Schedule I (*Change Management Procedures*), mediation through the Dispute Resolution (Schedule J), or if no agreement is reached, by arbitration pursuant to the *Arbitration Act*, R.S.P.E.I. 1988, Cap. A – 16.1.

## **8.2 Performance Standards and KPIs**

- 8.2.1** The Parties agree to the Performance Standards and KPIs as set out in Schedule B (*Performance Standards and Key Performance Indicators*).
- 8.2.2** The Parties agree that Performance Standards and KPIs may be changed, added to, deleted and amended through the Change Management Procedures in Schedule I (*Change Management Procedures*).

## **8.3 Not a Level-of-Effort Agreement**

- 8.3.1** Except where otherwise expressly set out herein, this Agreement shall not be construed as a level-of-effort agreement. Acceptance by DHW of plans, estimates or forecasts submitted by Island EMS shall not be construed as acceptance of Island EMS' proposed level-of- effort. Such acceptance does not modify or diminish Island EMS' obligation to achieve the Performance Standard and Key Performance Indicators required by the terms of the Agreement and provided in Schedule B (*Performance Standards and Key Performance Indicators*).

## **8.4 Use Own Expertise and Judgment**

- 8.4.1** Subject to specific requirements of this Agreement, Island EMS is specifically advised and agrees to use Island EMS' own best expert and professional judgment in deciding upon the methods to be employed to meet its obligations and achieve and maintain the levels of performance in the delivery of the Services under the Agreement.

## **8.5 Island EMS Responsibilities**

In addition to other responsibilities set out in this Agreement, Island EMS is responsible to:

- 8.5.1** maintain good working relationships with Medical First Responders, law enforcement agencies, fire and public safety services, Health PEI, and other related agencies and organizations;
- 8.5.2** ensure courteous, professional, and safe conduct of all Island EMS staff at all times;
- 8.5.3** maintain neat, clean, and professional appearance of all personnel, equipment, and Facilities;
- 8.5.4** keep DHW informed in a timely manner of all activities, issues, and policy or procedure modifications that may be reasonably expected to affect DHW and Health PEI;
- 8.5.5** maintain all required permits, licenses and certifications including, without limiting the generality of the foregoing, business occupancy permits, vehicle licenses, and employee licenses and certifications;
- 8.5.6** adhere to DHW Policies and Directives pertaining to the Island Health System and Performance Standards and KPIs subject to reasonable notice and funding for direct additional costs for changes to an existing policy or a new policy or Directive is established;
- 8.5.7** appoint the appropriate staff with the relevant competency and authority to attend all regularly scheduled meetings with DHW and such other meetings as are reasonably requested by DHW and to respond to urgent requests by DHW;
- 8.5.8** advise DHW concerning any financial and operational implications of all proposed changes before implementation that may be reasonably expected to affect DHW or the Services, including submission of a written financial and operational impact statement that estimates the cost, revenues and operational impacts of the proposed change;
- 8.5.9** review and implement ongoing practices to continuously improve non-clinical areas, including fleet and asset management, records management, and incident and event management;
- 8.5.10** work collaboratively with other ambulance service providers within the Maritime Provinces to maximize efficiencies and effectiveness of Patient care services to the benefit of Prince Edward Island and Prince Edward Island Patients and Clients; and
- 8.5.11** pay any taxes levied by a municipality against Island EMS. If DHW pays any such taxes, Island EMS shall reimburse DHW with reasonable promptness.

## **8.6 Accreditation**

- 8.6.1** Island EMS shall maintain accreditation to the following standards:
  - (a) Ground Ambulance Services: Accreditation Canada; and



- (b) Medical Communications and Dispatch Centre Services: International Academies of Emergency Dispatch (IAED);

or any successor accreditation body(ies) approved by DHW, collectively referred to as the "**Accreditation Bodies**".

- 8.6.2** If changes to current accreditation standards have potentially significant cost implications to Island EMS, the Parties agree that any such changes shall be reviewed by the Quality, Safety, and Performance Committee and will be subject to the approval of DHW.
- 8.6.3** If an Accreditation Body is not recognized by DHW, acting reasonably, as a suitable Accreditation Body, DHW shall advise Island EMS of alternate accreditation bodies that are recognized by DHW.
- 8.6.4** Island EMS shall maintain accreditation with the Accreditation Bodies not more than every three (3) years during the term of the Agreement, or as determined by the Accreditation Bodies. Any conditions attached to any provisional accreditation by an Accreditation Body shall be satisfied by Island EMS within the time(s) set by the Accreditation Body or, in the absence of such set time(s), within the time(s) set by DHW.
- 8.6.5** From the Effective Date and during the accreditation process, Island EMS shall deliver the Services based on the Accreditation Body's standards and guidelines. In the event that Island EMS does not achieve an Accreditation Body's accreditation or provisional accreditation, then DHW, at their option, may terminate this Agreement where Island EMS fails to cure such defaults within the time period permitted by the Accreditation Body, unless there are new costs associated with a default that DHW refuses to fund.
- 8.6.6** Island EMS shall ensure that in their accreditation processes, DHW will be involved in the accreditation process and provide all reasonable cooperation as required for Island EMS to achieve and maintain the Accreditation Body's accreditation.
- 8.6.7** Island EMS shall provide a copy of both interim and final accreditation reports to DHW as received, and all responses by Island EMS with regard to its remediation actions to cure any deficiencies.
- 8.6.8** Island EMS shall adhere to program-specific accreditation standards as applicable and best practices as communicated to Island EMS. DHW shall share applicable program-specific accreditation standards and best practice standards to Island EMS during the Term of the Agreement.

## **8.7 Visual Identity and Branding**

- 8.7.1** The Parties acknowledge that the public interest and public confidence in the delivery of Services by Island EMS mandates that the names, lettering, logos, marks and brands, used by Island EMS in the delivery of Services continue in

place and remain consistent, subject to 8.7.2 (collectively referred to as the "**Visual Identity**").

**8.7.2** Island EMS shall obtain the prior approval of DHW in the event it wishes to make any material changes to the Visual Identity.

**8.7.3** Island EMS shall only use the Visual Identity on material, equipment or Facilities in the delivery of Services pursuant to this Agreement. Any other use of the Visual Identity shall require the prior approval of DHW in writing.

## **8.8 Community Relations and External Communications**

**8.8.1** Island EMS shall maintain professional working relations and communications with all relevant community partners and First Responders, which include but are not limited to, fire and rescue, law enforcement, search and rescue, Parks Canada, and other government agencies.

**8.8.2** Island EMS shall maintain professional working relations with all relevant Health PEI and community health partners, which include but are not limited to, primary care providers, health clinics, and other Health Facilities.

**8.8.3** Island EMS shall actively seek and maintain positive community public relations, which includes active participation in activities such as health education, school demonstrations, health fairs, community displays, and community outreach activities, as is reasonable and based on operational demands.

**8.8.4** Island EMS shall participate in media events on request with news media outlets and provide external communications with the community through radio, television, and social media platforms to provide public education and announcements on Services, including significant service updates or changes, and all public communications relating to the Services and this Agreement shall be developed in conjunction with and approved by DHW.

**8.8.5** Island EMS shall maintain a public relations and media policy, approved by DHW, which includes guidelines for receiving media inquiries and communicating with media outlets including news releases and key messages.

**8.8.6** Neither Party shall make any announcement or release any information concerning the terms and conditions of this Agreement to any member of the public, press or any official body unless prior consent is obtained from the other Party or such release of information is required by law.

**8.8.7** In collaboration with DHW, Island EMS shall develop and maintain a community education plan, which includes media relations, rates and charges as determined by DHW, explanation of operational components of the Services, and responsiveness to both government and the general public

## **9 AUDIT AND INSPECTION**

### **9.1 Physical Security System**

- 9.1.1** Island EMS shall maintain a policy and provide a copy of the most current policy to DHW, specific to maintaining the physical security of Island EMS Facilities, vehicles, and assets, to identify the areas and assets that require security, and to ensure the level of security as reasonably required by DHW or in compliance with applicable legislation.
- 9.1.2** Each of DHW and Island EMS shall be responsible for ensuring that their own personnel comply with all security and access guidelines and regulations.
- 9.1.3** Island EMS shall provide notice to DHW of all significant physical security breaches in the system as soon as Island EMS becomes aware of the breach and shall, within fourteen (14) Business Days, provide DHW with summary reports and key findings available at the time. These reports will include actions that were taken to resolve the failure, and costs incurred, if applicable.

## **9.2 Audit and Inspection**

- 9.2.1** Island EMS acknowledges the Prince Edward Island Auditor General's right to audit this Agreement pursuant to the *Audit Act*, R.S.P.E.I. 1988, Cap. A-24.
- 9.2.2** Island EMS acknowledges that DHW has the right to audit and/or inspect all aspects of Island EMS's performance and delivery of Services pursuant to this Agreement, and Island EMS has the obligation to cooperate with DHW in the conduct of any audit or inspection, including providing access to Factors of Production and Facilities, including Island EMS Factors of Production. This may include, without limitation, the following:
  - (a) services, transactions and operations of Island EMS related to the delivery of the Services;
  - (b) Island EMS' accounting records and books related to the delivery of the Services;
  - (c) detailed data and records of Island EMS regarding the Performance Standards and KPIs;
  - (d) Island EMS' adherence to law, policy, Directives, Clinical Practice Guidelines, and best practices related to the delivery of the Services.
- 9.2.3** Costs incurred as a result of physical security breaches associated with Island EMS' failure to maintain the required level of security are the responsibility of Island EMS and, except where a failure is attributable solely to DHW's negligence, will not be part of the Business Planning Process nor can the issue be referred to Dispute Resolution (Schedule J) pursuant to this Agreement.
- 9.2.4** DHW may copy relevant extracts of any relevant records related to the Service and Factors of Production, and in doing so shall ensure that the proprietary interests of Island EMS are not compromised. DHW shall take reasonable steps to avoid interrupting Island EMS' operations or personnel to obtain such records during any such audit or inspection.

### 9.3 Notice of Audit and Inspection

- 9.3.1** Auditor General Audit: Notice to Island EMS shall be in accordance with the *Audit Act*.
- 9.3.2** Operational Audit and Inspection and Shift Observations: May be conducted during operational hours of programs or services with or without notice to Island EMS. Island EMS shall provide DHW with access to all Island EMS Facilities and Vehicles for such audit, inspection, and shift observations. DHW will endeavor to not unduly interfere with Island EMS operations during any audit, inspection, or observation period.
- 9.3.3** *Ambulance Services Act* Audit and Inspection: Shall be in accordance with *Ambulance Services Act*.
- 9.3.4** Other Audits and Inspections: Subject to Sections 9.3.1, 9.3.2 and 9.3.3 above, other audits and inspections shall be conducted during operational hours of programs or services as scheduled in advance or with reasonable notice to Island EMS, unless DHW has reasonable grounds to believe that a Major Breach of this Agreement has occurred, public safety is at risk, or the reputation of DHW is at risk.
- 9.3.5** For greater certainty, DHW has no right of audit or inspection with respect to records relating to other businesses of Island EMS that are substantially unrelated to the Factors of Production or Services provided pursuant to this Agreement. In such case, records directly relating to Island EMS' use of such assets, Facilities or other resources may be reviewed by DHW.
- 9.3.6** Any and all Island EMS records and documents identified as privileged, proprietary or confidential by Island EMS shall be treated as such by DHW, subject to the provisions of FOIPP, HIA or PIPEDA or any other Applicable Law and, where the legislation permits, shall be subject to public disclosure without the consent of Island EMS provided that notice of such disclosure will be provided simultaneously to Island EMS. Nothing herein will prevent Island EMS from independently contesting such disclosure by the applicable government body.

## 10 INFORMATION AND REPORTING

### 10.1 Key Information Sharing

- 10.1.1** Island EMS shall keep DHW informed to the persons and in the manner prescribed by DHW, as soon as practicable or as directed by DHW Directive, of issues that Island EMS reasonably believes DHW would want to be kept informed of, including but not limited to the following:
- (a) significant events impacting Paramedic or other health care worker safety while on duty;
  - (b) significant interruptions of the Services;

- (c) collisions with injuries or damages exceeding an estimate of \$15,000;
- (d) significant equipment failures with clinical impact;
- (e) other significant clinical or Island Health System impact events;
- (f) potential litigation;
- (g) significant events of potential interest to media;
- (h) any Major Breach occurrence as defined in this Agreement; and
- (i) any other incident or situation as defined in the DHW Directive.

**10.1.2** Island EMS shall notify DHW regarding an issue as described in Section 10.1.1 according to the following:

- (a) during regular business hours, Island EMS shall contact the Director, Emergency Health Services, and the person most closely associated with the issue, as provided by DHW to Island EMS;
- (b) after business hours for urgent issues, Island EMS shall contact the person(s) as identified to Island EMS by DHW.

**10.1.3** Island EMS shall follow-up on any issue related to customer service, Clinical Care or potential litigation in writing to DHW, within a reasonable time, and in any case, as requested by DHW.

## **10.2 Reporting to DHW**

**10.2.1** Island EMS shall provide reports with the data required by DHW for the evaluation of services delivered under this Agreement and in accordance with Schedule B (Performance Standards and Key Performance Indicators).

**10.2.2** The reports shall be provided by Island EMS to DHW within thirty (30) days following the end of the reporting period.

**10.2.3** DHW shall provide the methodology for the reports to DHW including the process to be followed for the calculation of any Performance Benchmark or Key Performance Indicator named in Schedule B (Performance Standards and Key Performance Indicators).

**10.2.4** Changes to the timing requirements for the reports will be agreed to by both DHW and Island EMS, acting reasonably.

**10.2.5** All reports shall be submitted by Island EMS electronically, unless otherwise directed or agreed by DHW.

**10.2.6** Island EMS shall promptly respond to any urgent request from DHW, acting reasonably, for special reports that may require a shorter turn-around period

than other reports. If there are competing requests, the priority shall be determined by DHW.

- 10.2.7** Island EMS shall not charge DHW for requests of one-time reports or data that are resident in Island EMS or DHW systems, unless additional staff time is required as mutually agreed by DHW and Island EMS.

### **10.3 Reporting by DHW**

- 10.3.1** Subject to government or public policy matters, DHW shall keep Island EMS informed, as soon as practicable, of issues that DHW reasonably believes Island EMS should be kept informed of, including but not limited to the following:

- (a) actual significant changes to the Island Health System that will impact Island EMS operations;
- (b) significant changes or disruption to regular levels of service within the Island Health System;
- (c) DHW-identified significant issues or trends in the Island Health System; and
- (d) concerns of DHW as a result of DHW's review of operational, clinical or other reports submitted by Island EMS in accordance with Section 10.2.

### **10.4 Data Collection**

- 10.4.1** Island EMS shall collect data required by DHW in the process of the provision of Patient care and Client services which includes the Data System Records.

### **10.5 Data Management**

- 10.5.1** Island EMS shall manage the creation, retention, access, disclosure, release and storage of any Data System Records in accordance with Applicable Laws or DHW Directives.

### **10.6 Storage of Records**

- 10.6.1** Data System Records provided to or created by Island EMS under this Agreement shall be stored only in Canada and accessed only in Canada in accordance with Applicable Laws, and as determined by DHW and Health PEI policies or Directives as applicable.
- 10.6.2** Island EMS shall keep, maintain, and dispose of the Data System Records in accordance with Applicable Laws, or as directed by DHW and Health PEI policies or Directives, as applicable.

### **10.7 Policy and Direction**

- 10.7.1** Island EMS shall follow any reasonable direction from DHW on privacy, confidentiality and security as required by law and DHW Policy or Directive.

## **10.8 Ownership of Island Health System and Program Records**

- 10.8.1** DHW shall retain custodianship or ownership of Data System Records as applicable and any data within these records throughout the Term of this Agreement including any transition period following termination of this Agreement and subsequent to the Term of this Agreement in perpetuity. DHW shall have the right to access such records as DHW requires and Island EMS shall cooperate fully in providing such access as required.
- 10.8.2** Island EMS may collect, use and release Data System Records in accordance with this Agreement, FOIPP, HIA, PIPEDA, and as otherwise required by law.

## **10.9 DHW Analytics**

- 10.9.1** DHW and Island EMS will work together to identify and implement specific technical requirements to ensure the privacy and security of data and systems remain current and intact, and that data transmissions do not impact operations or the operation of Data Systems.
- 10.9.2** DHW shall provide access to Island EMS to view specific analytics data and reports for research, business and operational planning and the management of the Emergency Health Services system in the discretion of DHW.
- 10.9.3** Island EMS shall provide technical support, during regular business hours, for any data transfer issues.
- 10.9.4** Upon request, Island EMS shall provide to DHW any stored procedures, codes and scripts developed to provide extracts and reports to DHW and any documentation of underlying data modelling of Data Systems. DHW agrees that such procedures, codes and scripts remain as Island EMS IP and DHW may not use them for any other purpose or disclose them to any other person.

## **11 CONFIDENTIALITY AND PRIVACY**

### **11.1 Protection of Island EMS Confidential Information and Other Rights**

- 11.1.1** Island EMS' Confidential Information may be presented to DHW in oral, electronic or written communications irrespective of form for access, use and disclosure limited to the Permitted Purpose for which the information was provided to DHW. In the event there is any doubt regarding information intended to be treated as Island EMS' Confidential Information or the Permitted Purpose for which it has been provided, DHW shall treat such information as confidential until it obtains clarification and clearance from Island EMS in writing before any disclosures thereof are made. For greater certainty, all Island EMS Confidential Information will be kept confidential by DHW and must not be disclosed for any other purpose other than explicitly stated in writing by Island EMS, until or unless DHW receives permission in writing from Island EMS to make such specified disclosures to third parties. No further access, use or disclosure of Island EMS Confidential Information will be made by DHW, or any related parties in privity with the same, without express authorization in writing from

Island EMS. This obligation is subject to any requirements pursuant to the HIA and FOIPP, and otherwise as required by law.

- 11.1.2** Island EMS acknowledges that DHW is a public body and is subject to HIA and FOIPP and any information and records in DHW's custody or control are subject to such statutes. In the event of any conflict between any obligation of DHW under this Agreement and any obligation of DHW under the HIA or FOIPP, or otherwise at law, shall prevail. Island EMS agrees that DHW shall have no liability to Island EMS for any actions taken by DHW in good faith pursuant to its obligations under the HIA, FOIPP or otherwise at law. In the event that DHW is required to release confidential information of Island EMS by reason of any legal obligation or statutory requirement, it shall provide Island EMS with written notice of at least five (5) Business Days to review and take any remedial steps it determines to prevent such disclosure, provided that DHW shall at all times act in accordance with its legal and statutory obligations.
- 11.1.3** Except as required by Applicable Laws (of which DHW shall give Island EMS immediate written notice) during and after the Term, DHW agrees not to provide or otherwise make available any Island EMS Confidential Information in any form to any person or third parties without the prior written consent of Island EMS other than;
- (a) DHW's employees who have a reason to be apprised of such Island EMS Confidential Information for purposes consistent with this Agreement; and,
  - (b) DHW's independent agents who have executed standard confidentiality agreements covering the Services with terms materially consistent as those set out in this Agreement and who require access to Island EMS' Confidential Information for purposes consistent with this Agreement.
- 11.1.4** DHW agrees to notify Island EMS immediately of any information which comes to DHW's attention which indicates that there has been or might have been any loss of confidentiality or unauthorized use or disclosure of Island EMS Confidential Information by DHW. DHW will cooperate with and assist Island EMS, at Island EMS's request, in the investigation and any resulting prosecution of any such unauthorized use, copying or disclosure of Island EMS Confidential Information, including without limitation, instituting injunctive and other proceedings.
- 11.1.5** In alignment with DHW's applicable confidentiality and privacy safeguards, policies, and standards, DHW employees shall not access, use, share, or disclose any Island EMS Confidential Information other than for the Permitted Purpose.
- 11.1.6** The confidentiality and non-disclosure provisions of this Section 11.1 shall not apply to material and information that:
- (a) at the time of disclosure is generally known or available in the public domain;



- (b) within five (5) Business Days after disclosure, becomes part of the public domain otherwise than by DHW's breach of this Agreement;
- (c) was in DHW's possession or knowledge at the time of disclosure by Island EMS and was not acquired directly or indirectly from Island EMS; or
- (d) is received by DHW from third parties without breach of any obligation of confidentiality pursuant to this Agreement and, provided that DHW has no knowledge or reason to know that such material or information was obtained by such third party, directly or indirectly, on a confidential basis.

**11.1.7** Subject to Applicable Laws, all copies and originals of Island EMS Confidential Information in hard copy and electronic formats will be returned to Island EMS at the expiration or termination of this Agreement or sooner as requested by Island EMS, and DHW will ensure copies are permanently deleted or destroyed, except to the extent that retention is required in accordance with Applicable Law.

## **11.2 Protection of DHW Confidential Information and Other Rights**

**11.2.1** DHW Confidential Information may be presented in oral, electronic or written communications irrespective of form for access, use and disclosure limited to the Permitted Purpose for which the information was provided to Island EMS. In the event there is any doubt regarding information intended or required by this Agreement to be treated as DHW Confidential Information, or the Permitted Purpose for which the information was provided to Island EMS, Island EMS shall treat such information as confidential until it obtains clarification and clearance from DHW in writing before any disclosures thereof are made. For greater certainty, all DHW Confidential Information will be kept confidential by Island EMS and must not be disclosed to others until or unless Island EMS receives permission in writing from DHW to make specified disclosures to third parties. No further access, use or disclosure of DHW Confidential Information will be made by Island EMS, or any related parties in privity with the same, without express authorization in writing from DHW.

**11.2.2** Except as required by Applicable Laws (of which Island EMS shall give DHW immediate written notice) during and after the Term, Island EMS agrees not to access, use, provide or otherwise make available any DHW Confidential Information in any form to any person or third party without the prior written consent of DHW other than:

- (a) Island EMS' employees who have executed a standard confidentiality agreement as part of their employment and who have a reason to be apprised of such DHW Confidential Information for the Permitted Purpose; and
- (b) Island EMS' independent agents or subcontractors who have executed standard confidentiality agreements covering the Services with terms

materially consistent as those set out in this Agreement and who require access to such DHW Confidential Information for the Permitted Purpose.

- 11.2.3** Island EMS shall, in relation to all information under this Agreement,
- (a) comply with the requirements of all Applicable Laws, including the HIA and FOIPP, with respect to the collection, use, and disclosure of the DHW Confidential Information;
  - (b) have appropriate safeguards, policies and standards in place with respect to the security and privacy of information and notify DHW of any significant changes in writing to these safeguards policies and standards in advance of the changes being implemented and provide DHW with any policies or standards Island EMS has or makes, upon request; and,
  - (c) adhere to all appropriate safeguards written DHW Policies, standards, guidelines, directions and protocols applicable to the security and privacy of information.
- 11.2.4** Island EMS shall transfer to DHW any third party request for information that is outside the parameters of information requests under FOIPP, HIA or any successor legislation or new privacy legislation, as approved by DHW.
- 11.2.5** Island EMS shall not use or permit the use of the sharing of, or the disclosure by any person or entity, including any of its employees, agents, Affiliates, subcontractors or other persons over whom or which it has control, any DHW Confidential Information other than for the Permitted Purpose.
- 11.2.6** The confidentiality and non-disclosure provisions in respect of DHW Confidential Information shall not apply to material and information that:
- (a) at the time of disclosure is generally known or available in the public domain;
  - (b) within five (5) Business Days after disclosure, becomes part of the public domain otherwise than by Island EMS' breach of this Agreement;
  - (c) was in Island EMS' possession or knowledge at the time of disclosure by DHW and was not acquired directly or indirectly from DHW; or
  - (d) is received by Island EMS from third parties without breach of any obligation of confidentiality and, provided that Island EMS has no knowledge or reason to know that such material or information was obtained by such third party, directly or indirectly, on a confidential basis.
- 11.2.7** Island EMS agrees to notify DHW immediately of any information which comes to Island EMS' attention which indicates that there has been or might have been any unauthorized access, use or disclosure of DHW Confidential Information. Island EMS shall assist DHW, at DHW's request, in the investigation and

prosecution of any such unauthorized access, use, copying or disclosure, including without limitation, instituting injunctive and other proceedings.

- 11.2.8** Island EMS agrees to flow through and make applicable, the requirements of this Section to any permitted Island EMS subcontractors and suppliers, with terms materially consistent to those set out in this Agreement.
- 11.2.9** Island EMS shall use all reasonable efforts to ensure that any of DHW's Confidential Information is preserved including, without limitation, ensuring reasonable safeguard and security requirements are in place for the appropriate retention of confidential information as per this Agreement or as DHW may require.

### **11.3 Foreign Disclosures**

- 11.3.1** Island EMS represents and warrants, that, to its knowledge, it is not subject to any Foreign Disclosure Laws or any directions or requests from any Affiliate of Island EMS in respect of same, and in each case, related to any DHW Confidential Information (each a Foreign Disclosure Order).
- 11.3.2** Island EMS will immediately inform DHW if Island EMS receives a Foreign Disclosure Order. Upon receipt of a Foreign Disclosure Order, Island EMS will not disclose any DHW Confidential Information in response thereto, unless DHW first consents to its disclosure, or if DHW is unable to obtain a protective order or other similar remedy, within a time period that is appropriate in the circumstances, to protect against the disclosure or, if Island EMS is legally bound to disclose DHW Confidential Information without prior notice to DHW.

### **11.4 Privacy Breach and Data Security Incident**

- 11.4.1** In the event of a Privacy Breach or Data Security Incident involving DHW Confidential Information, Island EMS shall:
  - (a) fully cooperate with DHW in response to a Privacy Breach (including immediate containment and preservation of evidence where possible and appropriate), investigation, necessary reporting, post-incident review and implementation of reasonable recommended measures to prevent a recurrence;
  - (b) comply with DHW's current Privacy Breach protocols, privacy and security Policies, Directives and directions, as may be amended from time-to-time. DHW shall notify Island EMS of any new or amended Privacy Breach protocols, DHW Policies, Directives and directions during the Term of this Agreement;
  - (c) treat any such matter as a priority and immediately take all reasonable steps to contain the breach, and in any event, all actions and steps required by Applicable Laws and reasonable direction by DHW;
  - (d) follow the requirements and processes established by the DHW privacy office, Applicable Laws, and the Privacy Commissioner, in the exercise

of their authority pursuant to Applicable Laws, to report and respond to a Privacy Breach, and provide particulars in writing to DHW of any reported Privacy Breach within 24 hours for verbal notification and 72 hours for written notification from the time Island EMS is made aware of the Privacy Breach and not from the time that such Privacy Breach occurred;

- (e) support DHW's investigation, including all reasonable mitigation and resolution of a Privacy Breach involving the DHW's Confidential Information, through:
  - (i) attending meetings with DHW staff and others, as deemed necessary by DHW;
  - (ii) promptly responding to DHW's requests for information;
  - (iii) cooperating with DHW with respect to any orders and recommendations made by the Privacy Commissioner pursuant to Applicable Laws; and
  - (iv) providing all requested information, as deemed reasonably necessary by DHW or any statutory authority;
- (f) investigating the matter; and
- (g) implementing measures to correct the matter and to prevent a recurrence of the matter.

**11.4.2** In the event of a Data Security Incident that has or could affect DHW Confidential Information, Island EMS shall:

- (a) treat any such matter as a priority and immediately contain the Data Security Incident to the best of their abilities;
- (b) report the Data Security Incident within established timelines based on severity, and provide particulars in writing to DHW;
- (c) investigate the matter; and
- (d) implement measures to correct the matter and to prevent a recurrence of the matter.

**11.4.3** Island EMS shall maintain a log of Privacy Breaches and Data Security Incidents and shall report to DHW in accordance with the timelines provided in Section 11.4.1(d).

**11.4.4** All measures and actions taken by Island EMS in responding to and handling a Privacy Breach or Data Security Incident pursuant to this Agreement shall be subject to review by DHW in which additional recommendations may be brought forward by DHW acting reasonably and complied with by Island EMS.

## **11.5 Privacy Impact Assessments and Threat Risk Assessments**

- 11.5.1** Island EMS will conduct Privacy Impact Assessments in accordance with Applicable Laws and agreements and Threat Risk Assessments on any Data Systems at DHW's cost including any future required amendments (excluding applicable non-Factor of Production data systems).
- 11.5.2** Island EMS will review Privacy Impact Assessments and Threat Risk Assessments of the Data Systems every three (3) years at DHW's cost to ensure mitigation strategies have been implemented as committed to in the Privacy Impact Assessment and to evaluate, monitor, and review mitigation strategies on an annual basis.
- 11.5.3** At DHW's cost and in accordance with Applicable Laws, Island EMS will complete an amendment to an approved Privacy Impact Assessment and/or Threat Risk Assessment for any new or material changes to software, Data Systems, or business processes that involve the processing of Personal Information or Personal Health Information, or if a Privacy Breach or Data Security Incident occurs related directly to the Services provided by Island EMS.
- 11.5.4** DHW shall review and approve Island EMS' Privacy Impact Assessments and Threat Risk Assessments not less than six (6) weeks before the Privacy Impact Assessment is submitted to the Privacy Commissioner. DHW shall provide timely feedback and support as may be required to assist Island EMS in meeting its obligations regarding both Privacy Impact Assessments and Threat Risk Assessments.

## **11.6 Remedies**

- 11.6.1** DHW and Island EMS each acknowledge and agree that:
  - (a) these confidentiality provisions respecting Confidential Information are necessary to protect the financial, and public policy interests of the other Party;
  - (b) any breach whatsoever of the covenants, or unauthorized access, use and disclosure of Confidential Information by a Party may cause serious damage and irreparable harm to the other Party for which monetary damages may not, alone, or in part, result in a sufficient or adequate remedy; and
  - (c) A Party, in addition to claiming monetary damages, shall be authorized and entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in order to enforce the obligations of this Agreement, without waiving any other rights or remedies, and without requiring proof of actual damages. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies to which a Party may be entitled subject to the qualifications set out in Section 19.

## **12 CHANGE MANAGEMENT**

### **12.1 Change Management Process**

- 12.1.1** Changes will be managed and monitored through the processes set out in Schedule I (*Change Management Procedures*).

## **13 DISPUTE RESOLUTION**

### **13.1 Dispute Resolution Process**

- 13.1.1** References in this Agreement to dispute resolution mean the processes set out in Schedule J (*Dispute Resolution*).

## **14 REMEDIES AND TERMINATION**

This section shall not apply to an expiration of this Agreement or any Renewal Term or Subsequent Renewal Term of this Agreement.

Any breach of this Agreement by Island EMS categorized by DHW as a Minor Breach, a Major Breach or an Emergency Breach, is subject to the processes herein outlined.

### **14.1 Minor Breach**

- 14.1.1** A "**Minor Breach**" is any breach of this Agreement, by Island EMS other than a Major Breach, unless the breach,

- (a) is the direct result of a Labour Disruption provided that Island EMS has acted reasonably, including acting in accordance with Island EMS's DHW approved contingency plan in Schedule D (*Labour*), in mitigating the effects of the Labour Disruption; or
- (b) is the result of an Extraordinary Occurrence.

For greater certainty, an event that creates a breach in more than one section of this Agreement cannot be counted as more than one Minor Breach.

- 14.1.2** DHW shall allow Island EMS fifteen (15) Business Days from the delivery to Island EMS of written notice of the occurrence of a Minor Breach, to cure such Minor Breach of this Agreement. Island EMS shall advise DHW promptly of the steps taken to cure any Minor Breach and shall notify DHW in writing when the Minor Breach has been cured.

- 14.1.3** If Island EMS disputes any Minor Breach, or if there is any dispute over whether a Minor Breach has been cured, either Party may have the dispute dealt with in accordance with Section 13 (*Dispute Resolution*).

### **14.2 Major Breach**

- 14.2.1** For the purpose of this Section 14.2,

- (a) **"Information"** includes, without limitation, data supplied to DHW during the course of operations, dispatch data, Patient report data, Response Time data, and financial data; and
- (b) **"Wilful Falsification"** or **"Withholding"** includes, without limitation, the downgrading of presumptive priority under the Advanced Medical Priority Dispatch System to enhance Island EMS' apparent performance.

**14.2.2** A "Major Breach" is any breach of this Agreement arising from any of the following conditions and circumstances:

- (a) A Chronic Failure, unless it is the result of an Extraordinary Occurrence or Labour Disruption;
- (b) Wilful falsification or withholding of information to be supplied by Island EMS to DHW pursuant to Island EMS' obligations under this Agreement or otherwise;
- (c) Deliberate, excessive, or unauthorized scaling down or failure to maintain reasonable levels of operations to the detriment of performance;
- (d) Willful attempt by Island EMS to intimidate or otherwise punish employees who desire to sign contingent employment agreements with service providers or DHW during a tendering or transition process;
- (e) Island EMS ceases to operate, subject to any permitted assignee of Island EMS continuing to provide the Services;
- (f) Where Island EMS fails to obtain and maintain accreditation from the Accreditation Body and Island EMS fails to cure such defaults within the time period set by the Accreditation Body;
- (g) Island EMS assigns, sells or in any manner disposes of any of the rights acquired under this Agreement, except as explicitly permitted by Section 20;
- (h) Island EMS files a petition commencing a voluntary liquidation or an arrangement pursuant to any bankruptcy law, or shall be adjudicated an insolvent or be declared a bankrupt or insolvent under any law related to bankruptcy, insolvency, winding-up or adjustment of debts, or shall make an assignment for the benefit of creditors under such laws, or shall admit, in writing, its inability to pay its debts generally as they become due, or if a petition, commencing an involuntary case proposing its liquidation or reorganization pursuant to any bankruptcy law shall be filed in any court;
- (i) An Emergency Breach, or
- (j) Breach of Foreign Disclosures in Section 11.3.

- 14.2.3** Should DHW determine that a Major Breach has occurred, DHW shall provide written notice (the "Notice of Default") to Island EMS setting out, in reasonable detail, the grounds for such determination. Island EMS shall have five (5) Business Days following receipt of the Notice of Default (the "Notice Period") to cure such Major Breach or deliver notice to DHW disputing that a Major Default has occurred. If Island EMS does not respond or cure such Major Default within such Notice Period, DHW may terminate this Agreement on the Business Day following the expiration of the Notice Period (the "Termination Date"). Subject to a determination of an Emergency Breach in accordance with Section 14.3.2, either Party may refer a dispute over a Major Breach to the courts of the Province of Prince Edward Island.
- 14.2.4** Following the Termination Date, and if requested by DHW, Island EMS agrees to provide the Services in accordance with this Agreement and strictly in accordance with the direction and advice of DHW until DHW is able to secure delivery of the Services. DHW reserves the right to determine that an Emergency Breach has occurred during such termination period and to trigger an Emergency Takeover in accordance with Section 14.3.4.

### **14.3 Emergency Breach**

- 14.3.1** An "**Emergency Breach**" is a breach of this Agreement by Island EMS that is determined in good faith by DHW to jeopardize public health and safety and includes a Major Breach described in Section 14.2.2(e) or 14.2.2(h), unless the result of Extraordinary Occurrence or Labour Disruption, provided that Island EMS has acted reasonably in mitigating the effects of either.
- 14.3.2** If DHW makes a good faith determination that an Emergency Breach has occurred, it may terminate the Agreement, effective immediately, on written notice to Island EMS, and the date of receipt of such notice will be deemed to be the Termination Date.
- 14.3.3** In the event of an Emergency Breach of the Agreement, regardless of the nature or causes underlying the Emergency Breach and regardless that DHW has not terminated the Agreement under Section 14.2.3, DHW may assume management of operations and provide the capital necessary to fund operations even if Island EMS disagrees with the Emergency Breach declared by DHW.

If DHW determines in good faith that an Emergency Breach has occurred, Island EMS shall cooperate fully and immediately with DHW to effect the takeover of Island EMS' operations (an "**Emergency Takeover**") in accordance with this Agreement. Subject to the obligations in Section 15 of this Agreement (*Transition Services*), Island EMS shall be deemed to have cooperated fully with the Emergency Takeover if the persons employed in Key Positions of Island EMS resign and the persons selected by DHW are appointed with full authority to operate Island EMS's operations and with responsibilities to report to DHW and Island EMS, but to take direction only from DHW.

- 14.3.4** An Emergency Takeover shall be commenced immediately after the determination that an Emergency Breach has occurred by DHW. These



provisions are specifically stipulated and agreed to by both Parties as being reasonable and necessary to protect the health and safety of residents and visitors of the Province of Prince Edward Island, and that any legal dispute concerning the finding that an Emergency Breach has occurred shall be initiated and shall take place only after the Emergency Takeover has been completed. Island EMS shall not be prohibited from disputing any finding of Emergency Breach in accordance with Schedule J (Dispute Resolution), provided, however, that such action shall not have the effect of delaying or overturning any Emergency Takeover and shall be limited to damages incurred by Island EMS resulting from a finding that the Emergency Breach was not made in good faith in compliance with this Agreement. Island EMS shall take all reasonable steps to mitigate any effects of a termination of this Agreement, provided that doing so does not impair the ability of DHW to continue to deliver the Services in accordance with 14.3.2.

**14.3.5** Island EMS' cooperation with, and full support of, such Emergency Takeover shall not be construed as acceptance by Island EMS of a finding of a Major Breach, nor shall it jeopardize Island EMS' right to recovery should a court later find that the declaration of Emergency Breach was not made in good faith in accordance with this Agreement.

**14.3.6** In the event that DHW has terminated this Agreement for Emergency Breach, Island EMS shall take no steps to hinder DHW in finding another service provider or DHW taking over operation of the Services.

#### **14.4 Breach by DHW**

**14.4.1** Subject to Section 14.3.4, any claim by Island EMS that DHW has breached this Agreement including a claim that DHW's determination of a Major Breach is a breach of this Agreement may be handled in accordance with Section 13 (*Dispute Resolution*), subject to any other terms of this Agreement.

#### **14.5 Effect of Termination**

**14.5.1** Subject to the provisions of Section 21.7.1, the termination of the Agreement shall be without prejudice to any right, including any right of indemnity, remedy or relief vested in or to which either Party may be entitled to by reason of the default, breach or non-observance of any term, covenant, or condition of this Agreement to be observed or performed by the other Party, and which default, breach or non-observance occurred prior to such termination, all of which right, remedy or relief survive such termination.

**14.5.2** Subject to the provisions of Section 21.7.1, the expiration or termination of this Agreement shall in no way relieve or be deemed to relieve Island EMS or DHW from any ongoing obligations or liabilities which by their nature would continue beyond the termination or expiry of this Agreement, including but not limited to, those that deal with confidentiality, invoicing and payment, technology rights, rights in data, security, and Exit Strategy.

#### **14.6 Rights and Remedies Not Waived**

- 14.6.1** The acceptance of the Services herein and the payment therefore shall not be held to prevent maintenance of an action for failure to perform such work during the Term in accordance with this Agreement. In no event shall any payment by DHW hereunder constitute or be construed to be a waiver by DHW of any default or covenant, or any default that may then exist on the part of Island EMS. The making of such payment while any such default exists, shall in no way impair or prejudice any right or remedy available to DHW during the Term with respect to such default.

## **15 TRANSITION SERVICES**

### **15.1 Exit Strategy**

- 15.1.1** Island EMS shall submit to DHW an "end of contract" plan or Exit Strategy.
- (a) within one hundred eighty (180) days of the expiration this Agreement or any Renewal or Subsequent Renewal if this Agreement has been extended; or
  - (b) within thirty (30) days of delivery of any notice of termination by either Party.
- 15.1.2** The following shall be included as part of the Exit Strategy:
- (a) Island EMS shall meet with DHW as required by DHW to review and revise the Exit Strategy;
  - (b) the Exit Strategy shall include the activities, timeframes and contingencies for the transition of the Services;
  - (c) the Exit Strategy shall provide for a secure, timely and cost-effective migration of data and technology, that enables DHW or its appointed agent to maintain the Services; and
  - (d) the Exit Strategy shall apply to provide DHW with access to any assets owned by Medacom or PEI Public Safety which are required to provide the Medical Communications and Dispatch Centre services.
- 15.1.3** All labour and employment severance costs in accordance with law for unionized employees shall be the sole responsibility of DHW. DHW acknowledges that unless it agrees to be responsible for severance costs associated with non-unionized employees, that Island EMS may provide notice of termination to such non-unionized employees and DHW agrees that, in doing so, the impact to the Services created by the subsequent departure of any of such employees thereafter shall not constitute a breach of this Agreement by Island EMS.
- 15.1.4** To the extent that any duties or obligations of Island EMS under any Exit Strategy exceed normal operational requirements of Island EMS under this Agreement, DHW shall pay incremental fees and costs.

- 15.1.5** In the event that DHW has terminated the Agreement for a Major Breach, other than where there has been a termination for Emergency Breach and an Emergency Takeover under Section 14.3.2 or where DHW has not exercised an option to renew the Agreement, Island EMS agrees to provide the Services in accordance with this Agreement for up to six (6) months (from the termination effective date or the expiration date, as applicable) and strictly in accordance with the direction and advice of DHW until DHW is able to obtain a new provider of the Services or determines to operate the Services itself.
- 15.1.6** During the service period contemplated by Section 15.1.5, the following provisions shall apply:
- (a) Island EMS shall continue all operations and Services at substantially the same levels of effort and performance under this Agreement including maintaining reasonable senior management capacity at the discretion of DHW;
  - (b) Island EMS shall not change any methods of operation which could reasonably be considered to be aimed at cutting the Services and operating costs to maximize profits during such period;
  - (c) Island EMS shall take no steps to hinder DHW in finding another service provider;
  - (d) in the event DHW determines that public health and safety is jeopardized during such termination period, DHW may trigger an Emergency Takeover in accordance with Section 14.3.2;
  - (e) Island EMS shall fully cooperate with and assist DHW, their agent or another Service provider, in the transition process; and,
  - (f) Island EMS is specifically forbidden from penalizing employees performing Services under this Agreement as follows: Island EMS shall not discourage, restrict, or punish, in any way or manner, employees from signing contingent employment agreements or discussing the employment opportunities with DHW, their agent, or a potential service provider during transition under Section 15.

## **15.2 Termination and Expiry**

Upon termination or the expiry of the Term of this Agreement or Renewal Term or Subsequent Renewal Term, subject to the terms of the mutually approved Exit Strategy, the following provisions shall apply:

- 15.2.1 Final Invoice.** Island EMS shall have ninety (90) days in which to supply the required financial statements, the final invoice, and other such documentation necessary to facilitate close-out at the end of the Term of this Agreement.
- 15.2.2 Holdback.** DHW shall withhold payment of unpaid instalments of the Contract Payment under this Agreement (the "**Holdback**") for a period not to exceed sixty (60) days after the final invoice to facilitate reconciliation. DHW shall not

make final payment or release the Holdback until Island EMS' obligations have been fully satisfied including services rendered, return of capital assets in good working condition, normal wear and tear excepted, receipt of final invoice and audit, and receipt of full cooperation from Island EMS in transferring service to a new Services provider.

**15.2.3 Information Technology.** Island EMS shall provide DHW with requisite information related to information technology and Data Systems. DHW shall be responsible for arranging all necessary third party licenses to operate any information technology systems and Data Systems after termination and Island EMS shall provide its full cooperation in this process.

**15.2.4 Use of Trade Names and Logos.** Island EMS shall not make any use whatsoever in Canada of the trade name or logo associated with the Services in any future businesses after the date of termination of this Agreement by either Party, or the date of expiration or termination of this Agreement by either party. Following the expiration or termination of this Agreement by either party, the name "Island EMS" shall be transferred to DHW for its own use absolutely, or Health PEI or a Crown Corporation for their use absolutely, and all other rights to use of the Island EMS trade names, logos and other visual identity brands associated with the Service shall be transferred to DHW for the nominal amount of One Dollar (\$1.00), except that DHW shall not permit the name to be used by a competitor of Island EMS other than during the transition of the Service to such competitor which shall not be more than one (1) year in duration.

**15.2.5 Assignment of Leases.** Island EMS shall assign to DHW or its assignee all of its interests in leased Factors of Production used in the provision of the Services to which it was then a party, subject to the following:

- (a) Within in thirty (30) days of the date of execution of this Agreement Island EMS shall provide DHW with copies of all Island EMS Factors of Production leases relating to the provision of Services which were entered into by Island EMS before the date of execution of this Agreement. DHW shall review such lease(s) and advise Island EMS in writing within thirty (30) days if it is willing to accept an assignment of such lease(s) in the event of termination of this Agreement.
- (b) For all leases relating to Factors of Production used in the provision of Services entered into by Island EMS after the date of execution of this Agreement as per section 15.3.3 of this Agreement, if such lease(s) have been provided to DHW in advance of execution and DHW indicates in writing to Island EMS that it approves of the terms of such lease(s), DHW or its assignee shall accept the assignment of such lease(s) in the event of termination of this Agreement.
- (c) For all leases that DHW indicates in writing to Island EMS that it approves pursuant to (a) and (b) hereof, upon assignment of such lease(s), DHW shall assume all of the obligations of such lease(s). DHW shall indemnify Island EMS in this regard except for liability arising from the negligence or misconduct of Island EMS or breach of such leases

by Island EMS. For any leases that Island EMS does not obtain DHW's consent pursuant to this section, in the event of termination of this Agreement DHW is not required to accept an assignment of the lease(s) at any time.

- (d) To the extent Island EMS incurs an Accounting Loss on any leased asset at the time of termination, DHW will reimburse Island EMS an amount equal to such Accounting Loss.

**15.2.6 Factors of Production.** Island EMS shall deliver the Factors of Production to DHW, excluding Island EMS Factors of Production, including:

- (a) in a format acceptable to DHW, all Data System Records, which DHW may direct Island EMS to deliver to a third party designate; and
- (b) assignments to DHW of Island EMS' contracts made between 'Island EMS and third party lessors, suppliers and contractors in providing the Services. DHW shall consent to any and all such assignments and shall assume all liabilities in respect of all such third parties, if DHW has approved such contracts, except for any liabilities arising out of the breach of these contracts by Island EMS, the breach of this Agreement by Island EMS, or the misconduct or negligence of Island EMS.

**15.2.7 Island EMS Factors of Production.** Subject to Section 15.3.1, Island EMS shall retain full ownership of Island EMS Factors of Production following the termination or the expiry of the Term of this Agreement, unless agreed otherwise by the Parties.

### 15.3 Factors of Production

**15.3.1** Upon the termination or expiry of the Term of this Agreement, DHW shall be able to exercise an option for a period of thirty (30) Business Days to purchase any Island EMS Factors of Production, excluding Island EMS IP, for fair market value. The thirty (30) Business Days shall be begin to run subsequent to the determination by an independent appraiser approved by DHW and Island EMS of the fair market value.

**15.3.2** Factors of Production that are partially funded by DHW shall be reflected by the percentage apportionment to each Party upon sale of the asset (e.g. proceeds for the sale of an asset 50% funded by DHW and 50% funded by Island EMS shall be split equally between the Parties).

**15.3.3** From and after the Contract Date, Island EMS and DHW agree that any Factors of Production used by Island EMS in delivering the Services will be leased as follows:

- (a) Capital assets (not including Facilities) will be leased where the amortization and the depreciation periods are the same length to avoid Accounting Losses on termination. After such lease expires, to the extent the underlying assets continue to be used in delivering the

Services, such assets will not be considered Island EMS Factors of Production; and

- (b) Any Facilities, including Ambulance bases currently used or used in the future in connection with the Services, will be leased to Island EMS by Medavie Real Estate Holdings Inc. on terms and conditions mutually acceptable to DHW and Island EMS. For greater certainty, all such leases will be on a triple-net basis and any operating expenses related to the Facility will be funded out of the Budget. With respect to capital expenditures related to the Facilities, Medavie Real Estate Holdings Inc. will be responsible for the exterior envelope of the Facility and Island EMS will be responsible for the interior of the Facility including HVAC, as set out in their respective lease. For further certainty, the lease rates shall be determined as follows:
- (i) Existing Facilities shall be leased to Island EMS by Medavie Real Estate Holdings Inc. at lease rates determined in accordance with the Budget set out in Schedule C (Budget and Business Planning Process) for an initial term of five (5) years from the Effective Date. At the end of such five (5) years, a market adjustment shall be made to align the lease rates to the then prevailing fair market value per square foot minus 10%. Every five (5) years thereafter, the lease rate shall be adjusted to reflect the prevailing fair market value, minus 10%;
  - (ii) Newly owned, newly constructed, or substantially renovated existing Facilities after the Effective Date shall be leased to Island EMS by Medavie Real Estate Holdings Inc. at lease rates determined in accordance with fair market value per square foot. This lease rate shall be adjusted to equal fair market value per square foot on the 5<sup>th</sup> anniversary of the Effective Date and every 5 years thereafter. For greater certainty, the lease rates for existing Facilities and newly owned, newly constructed, or substantially renovated Facilities shall be updated on the same market adjustment schedule every five (5) years. Notwithstanding the foregoing, the lease rates will be reduced by 10 percent (10%) after the 20<sup>th</sup> anniversary of the respective lease. Every five (5) years thereafter, the lease rate shall be adjusted to reflect the prevailing fair market value, minus 10%. To reflect the capital investment by Medavie Real Estate Holdings Inc., the initial term of any such Facility will be ten (10) years, with five (5) year renewals thereafter.
  - (iii) For additions to Facilities, the added square footage therefrom shall be leased to Island EMS at fair market value per square foot and then be included in the five (5) year market adjustment process described in Section 15.3.3(b)(ii); and
  - (iv) Fair market value for lease rates for existing Facilities and newly owned, newly constructed, or substantially renovated Facilities

shall be determined in accordance with the type of property and region where the Facilities are located.

#### **15.4 Medacom Assets and Contract**

**15.4.1** DHW acknowledges that Medical Communications and Dispatch Centre Services are being provided by Medacom, pursuant to a subcontract services agreement with Island EMS, which shall be reduced to writing and provided by Island EMS to DHW to approve not later than September 30, 2025. Upon termination or expiry of this Agreement, unless DHW advises Island EMS that it will not be continuing the subcontract with Medacom, the contract between Island EMS and Medacom shall be assigned to DHW. If DHW advises that it will not be continuing the contract with Medacom, it shall be the responsibility of Island EMS to terminate its contract with Medacom in accordance with the termination rights set out in the subcontract terms as approved by DHW. On termination, any assets required by DHW to provide the Medical Communications and Dispatch Centre Services, whether owned by Medacom or PEI Public Safety, will be dealt with in accordance with Section 15.1.2(d).

#### **15.5 Databases**

**15.5.1** Island EMS shall provide scheduled database availability and management for Category A Data Systems (Schedule N - Record of Data Systems), as appropriate, to DHW during a period of transition following termination of the Agreement. DHW shall ensure that the appropriate access, security and management, and support fee considerations are provided to Island EMS to facilitate such transitional services.

#### **15.6 Intellectual Property**

**15.6.1** Any Island EMS IP necessary for the safe and effective deployment and operation of Ambulances in Prince Edward Island shall be licensed on a non-exclusive basis by Island EMS at no cost to DHW for such period of time, not to exceed 12 months, as is required by and for the sole use of DHW or its designate to ensure public safety.

**15.6.2** DHW agrees that it shall not market, license or share Island EMS' IP (as so licensed to DHW) to third parties without the prior written permission of Island EMS, which shall not be unreasonably withheld. Island EMS resources required to support the Services and upgrades to Island EMS' IP shall be paid for by DHW at cost for the first twelve (12) months, and thereafter on terms mutually agreed by the Parties.

#### **15.7 Human Resources**

**15.7.1** In accordance with and subject to the provisions of Section 15.1.3, DHW shall assume full responsibility for the management and costs of Island EMS' unionized workforce from the Termination Date or expiry of the Term, as applicable.

## 15.8 Make Whole

- 15.8.1** Each Party shall be made whole with respect to any monies owing to it by the other hereunder. Without limiting the generality of the foregoing, DHW shall pay fair market value for the Island EMS Factor of Production assets in the event that DHW determines to purchase such assets. If the Parties cannot agree on fair market value, fair market value shall be determined by an independent valuator mutually agreed upon by the Parties.

## 16 FORCE MAJEURE

### 16.1 Force Majeure Event

- 16.1.1** Island EMS shall not be liable for failure or delay in providing the Services or in performing any other obligation under this Agreement and Island EMS shall not be liable for any loss or damage occurring as a result of interruption of service to be provided hereunder if:
- (a) such failure, delay, loss or damage is due to causes beyond Island EMS' reasonable control (a "**Force Majeure Event**"); and
  - (b) DHW is promptly notified by telephone (in accordance with Section 21.3 (Notices)) and via written notice which outlines the particulars of the Force Majeure Event including details of the nature of the event, its expected duration and the obligations under this Agreement that will be affected by the Force Majeure Event.
- 16.1.2** Labour Disruptions but only to the extent they are within the control of Island EMS are specifically excluded as a Force Majeure Event in this Section.
- 16.1.3** Island EMS shall continue to furnish reasonable reports with respect thereto to the other Party on a timely basis during the continuance of the Force Majeure Event.
- 16.1.4** Where Island EMS becomes aware of the occurrence of an event, condition or circumstance that could reasonably be expected to cause Island EMS to claim a Force Majeure Event, then Island EMS shall use reasonable efforts to prevent or avoid such event, condition or circumstance developing into a Force Majeure Event, to the extent practicable. Failing prevention of the occurrence of such Force Majeure Event by the use of such efforts, Island EMS shall, during the continuance of such Force Majeure Event, use reasonable efforts to mitigate and minimize the effect of such Force Majeure Event, to reduce and minimize any ensuing delay or interruption in the performance of its obligations under this Agreement, and to recommence performance of its obligations under this Agreement whenever and to whatever extent practicable.
- 16.1.5** During the occurrence of a Force Majeure Event, if Island EMS is prevented or delayed in performing any of its obligations under this Agreement, Island EMS' obligations will be suspended, but only to the extent that Island EMS' obligations cannot be performed or are delayed as a result of the Force Majeure Event, and



Island EMS will not be considered to be in breach or default under this Agreement for the period of such occurrence. The suspension of performance will be no greater in scope and of no longer duration than is reasonably required to adjust for effects of the Force Majeure Event, to the extent reasonably possible to do so. For greater clarification, no Island EMS obligation that existed prior to the Force Majeure Event causing the suspension of performance will be excused as a result of the Force Majeure Event, unless such obligation is a continuing obligation, the performance of which is affected by the Force Majeure Event.

**16.1.6** Upon the occurrence of a Force Majeure Event affecting Island EMS or the Services that has an adverse impact on the Services, Island EMS shall promptly notify DHW of the occurrence of the Force Majeure Event if Island EMS will not be able to provide the affected Services without adverse impact.

**16.1.7** In such event:

- (a) Island EMS shall take appropriate steps to restore the affected functions impacting the Services in accordance with Island EMS' Business Continuity Plan by performing all activities described in Island EMS' Business Continuity Plan, having regard to the nature and extent of the Force Majeure Event and its impact on Island EMS, the Services, and DHW; or
- (b) Island EMS may propose to implement an alternative approach which may include the use of another service provider to provide the affected services, subject to the approval and cooperation of DHW, or if Island EMS' approach requires additional time, DHW may extend the timeframe to allow Island EMS to implement the approach; or
- (c) DHW may request Island EMS to use reasonable efforts to procure or otherwise obtain alternative services from an alternative supplier to mitigate the impact of the Force Majeure Event on the affected services during the period of time that the Force Majeure Event remains in effect until the end of the Term; or
- (d) if Island EMS will not be able to provide the affected services within twenty-four (24) hours without adverse impact either directly or through the use of another service provider approved by DHW as set out above, DHW may procure a solution or services that are comparable to the affected services from an alternative supplier until Island EMS is able to provide the affected services, and, in such event, DHW may offset the fees owed to Island EMS by an amount equal to the amount DHW pays for the Services or solution from an alternative supplier under this Section 16.1.6; and
- (e) within fifteen (15) Business Days of the recovery from a Force Majeure Event impacting the Services, Island EMS shall provide DHW with a written report detailing the root cause of the disruption, the steps taken by Island EMS in respect thereof, and any recommendations that Island

EMS may have with respect to improving Island EMS' Business Continuity Plan.

**16.1.8** Upon the occurrence of a Force Majeure Event affecting DHW that has an adverse impact on the Services, DHW may request Island EMS to assist DHW to respond to the Force Majeure Event including, if requested by DHW, assisting DHW to implement an alternative approach, adjust the Services, or cooperate with an alternative supplier in accordance with DHW's business continuity processes and policies.

**16.1.9** Notwithstanding the foregoing provisions of this Section 16.1 (Force Majeure), DHW may terminate this Agreement, effective upon notice to Island EMS, if a Force Majeure Event prevents, for a period of thirty (30) consecutive calendar days, from providing all or substantially all of the Services, and an alternative means of obtaining the Services is available to DHW. Upon receipt of notice from DHW pursuant to this Section, Island EMS shall initiate the Exit Strategy under this Agreement.

In the case of termination by DHW pursuant to Section 16.1.9, Island EMS shall be entitled to receive payment only for the Services provided prior to the Termination Date which have met the requirements of this Agreement.

## **17 REPRESENTATIONS AND WARRANTIES**

### **17.1 Island EMS Representations and Warranties**

**17.1.1** Island EMS represents and warrants to DHW that:

- (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the Province of Prince Edward Island;
- (b) it has all necessary corporate power and authority to enter into and carry out its obligations under the Agreement; and,
- (c) the Agreement has been duly authorized, executed, and delivered by Island EMS, constitutes a valid and binding obligation of Island EMS, and is enforceable in accordance with its terms.

### **17.2 DHW Representations and Warranties**

**17.2.1** DHW represents and warrants to Island EMS that:

- (a) it has all necessary power and authority to enter into and carry out its obligations under the Agreement; and,
- (b) the Agreement has been duly authorized, executed, and delivered by DHW, constitutes a valid and binding obligation of DHW, and is enforceable in accordance with its terms.

## 18 INSURANCE

- 18.1.1** Island EMS shall maintain in place insurances with coverage as detailed in Schedule L (Insurance Coverage).
- 18.1.2** All policies of insurance are subject to reasonable approval by DHW. Certificates of insurance evidencing all insurance required under Schedule L (Insurance Coverage), shall be delivered to DHW prior to the execution of the Agreement. Certificates of insurance evidencing renewal or replacement insurances, in form and content acceptable to DHW, shall be provided to DHW not later than fifteen (15) days following the expiration of existing policies. Upon request from DHW or its authorized representative, certified copies of any policy shall be provided promptly.
- 18.1.3** Island EMS agrees that DHW may change insurance requirements under this Agreement at the expense of DHW, provided such amended insurance is available and on terms acceptable to DHW.
- 18.1.4** Any increases in costs of insurance resulting from changes in requirements made by DHW will be subject to the Business Planning Process.

## 19 LIABILITY & INDEMNITY

### 19.1 General Indemnity

- 19.1.1** Island EMS shall indemnify and save harmless DHW, its Minister, the Minister's officers, employees, independent contractors, subcontractors, agents and assigns from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature (each a "**Loss**") based on, including reasonable lawyers' fees, occasioned by or attributable to:
- (a) any negligent act or omission, or any wilful misconduct of Island EMS or of any agent, employees, officers, directors, independent contractors or subcontractors in the performance of its obligations pursuant to this Agreement; or
  - (b) Loss suffered by DHW as a result of the commission of any dishonest or fraudulent act by Island EMS or any agent, employees, officers, directors, independent contractors or subcontractors during the currency of this Agreement; or
  - (c) the failure of Island EMS to comply with the Applicable Laws.
- 19.1.2** DHW shall indemnify and save harmless Island EMS, Medacom, and each of their directors, officers, employees, independent contractors, subcontractors, agents and assigns from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature (each a "**Loss**") based on, including reasonable lawyers' fees, occasioned by or attributable to:

- (a) any negligent act or omission, or any wilful misconduct of DHW or of any agent, employees, independent contractors or subcontractors in the performance of its obligations pursuant to this Agreement;
- (b) Loss suffered by Island EMS as a result of the commission of any dishonest or fraudulent act by DHW or any agent, employees, independent contractors or subcontractors during the currency of this Agreement; or
- (c) the failure of DHW to comply with the Applicable Laws.

## 19.2 Cap on Damages

- 19.2.1** If Island EMS is found to be liable under Section 19.1.1, then Island EMS' liability to DHW for any single event or series of related events is limited to twenty million dollars (\$20,000,000) (the "**Island EMS Damages Cap**").
- 19.2.2** If DHW is found to be liable under Section 19.1.2, then DHW's liability to Island EMS for any single event or series of related events is limited to twenty million dollars (\$20,000,000) (the "**DHW Damages Cap**").
- 19.2.3** For greater certainty, notwithstanding the limitation in Section 19.2.2, DHW is liable to pay Island EMS for the Contract Payment under the terms of this Agreement.
- 19.2.4** The Parties agree that in no event shall the Parties' liability hereunder include a claim for indirect, consequential, or punitive damages
- 19.2.5** Exception to the Island EMS Damages Cap and the DHW Damages Cap: The Island EMS Damages Cap and the DHW Damages Caps do not limit nor exclude Losses arising from wilful misconduct, gross negligence, fraud or fraudulent misrepresentation.
- 19.2.6** Each Party has a duty to mitigate losses that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such Losses.
- 19.2.7** Each of the Parties shall keep the other Party informed of and shall indemnify the other Party for its reasonable legal defence costs for any such claim, dispute, or demand for which it is required to indemnify the other. There shall be full cooperation of the indemnified Party in defending such claim or demand.

## 20 ASSIGNMENT

- 20.1.1** This Agreement shall not be assignable or transferable by Island EMS in whole or in part to third parties throughout the Term for any reason without the prior written consent of DHW. Any assignment or transfer of the Agreement shall not constitute a waiver or release of any rights or obligations of either Party and any assignment or transfer shall, by its terms, be expressly subject to the terms and conditions of this Agreement. Notwithstanding any assignment or transfer as

permitted by this Section, Island EMS shall remain responsible and liable in the event of any default under this Agreement by the assignee or transferee.

- 20.1.2** Any sale or other disposition of shares in the capital stock of Island EMS or security resulting in a change of control of beneficial ownership of Island EMS shall be deemed to be an assignment of this Agreement and subject to the provisions hereof with respect to assignment by Island EMS. Notwithstanding Section 20.1.1, Island EMS shall have the option to assign this Agreement to an Affiliate if Island EMS' organizational structure changes with the consent of DHW, which shall not be unreasonably withheld.

## **21 GENERAL MATTERS**

### **21.1 Governing Laws**

- 21.1.1** This Agreement and Schedules shall be construed, performed and interpreted in accordance with the laws of Prince Edward Island and Canada, as applicable therein. The Parties to this Agreement irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of Prince Edward Island.

### **21.2 Compliance with Law**

- 21.2.1** Island EMS shall give all the notices and obtain all the licenses, permits and certifications required to perform the Services. Island EMS shall comply with the Applicable Laws applicable to the performance of the Agreement.

### **21.3 Notices**

- 21.3.1** All notices under this Agreement shall be deemed duly given upon (a) delivery, if delivered by hand, or (b) upon receipt, if sent by electronic mail, to a Party at the address set out in this Agreement or to such other address as designated by a Party by notice in accordance with this Agreement.

#### **To Island EMS:**

229 Sherwood Road  
Charlottetown, Prince Edward Island, C1E 0E5  
Attention: President  
[info@islandems.ca](mailto:info@islandems.ca)

#### **With a copy to: Medavie Health Services Inc.**

230 Brownlow Ave  
Dartmouth, Nova Scotia  
B3B 0G5  
Attention: President

#### **With a copy to: Legal Services**

Attention: General Counsel  
[Legal\\_Services@medavie.ca](mailto:Legal_Services@medavie.ca)

**To DHW:**

Department of Health and Wellness  
4th Floor North, Shaw Building  
105 Rochford Street  
Charlottetown, Prince Edward Island, C1A 7N8  
Attention: Deputy Minister of the Department of Health and Wellness  
[emergency@gov.pe.ca](mailto:emergency@gov.pe.ca)

**21.4 Time Shall Be of the Essence**

- 21.4.1** Time shall be of the essence in this Agreement, provided that the time for completing the Services may be extended at DHW's discretion if the other terms of this Agreement are satisfied.

**21.5 Entire Agreement**

- 21.5.1** This Agreement and the Schedules attached or referred to in this Agreement constitute the whole Agreement between the Parties unless duly modified in writing and signed by both Parties. No representation or statement not expressly contained in this Agreement shall be binding upon either Party.
- 21.5.2** Nothing in this provision precludes DHW and Island EMS from setting up committees to determine their roles in relation to the administration or other matters related to the Agreement.
- 21.5.3** The Schedules attached hereto form an essential part of this Agreement and the terms and provisions contained therein are hereby incorporated into this Agreement, provided that should there be any conflict between the general terms and conditions of the Agreement and the Schedules, then this Agreement shall govern. For greater certainty, this Agreement shall, as of the Effective Date, replace in its entirety the Previous Agreement and all agreements ancillary thereto.

**21.6 Consent To Breach Not Waiver**

- 21.6.1** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

**21.7 Survival of Terms**

- 21.7.1** The Parties agree that:
- (a) Section 5 (*Intellectual Property*), Section 11 (*Confidentiality and Privacy*), and Section 15.2.4 (*Use of Trade Names and Logos*) including the obligations of DHW and Island EMS thereunder, will survive the termination or expiry of this Agreement; and

- (b) any action to enforce the terms of this Agreement following termination or expiry must commence within one (1) year of the Termination Date or the expiry of the Term.

## **21.8 Partial Invalidity**

**21.8.1** If any portion of any provision of this Agreement, or the application thereof to any circumstance, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect:

- (a) the validity, enforceability or operation of any other provision of this Agreement; and
- (b) the application of that portion of the provision in question to any other circumstance, other than that to which it has been held invalid or unenforceable.

**21.8.2** The remainder of the provision in question and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law, and any portion of any provision that is held to be invalid and unenforceable shall be, to the extent practicable in the circumstances, rewritten and the Agreement amended to give effect in a valid and enforceable manner to the Parties' intention in including the portion of the provision in question which was held to be invalid and unenforceable.

## **21.9 Headings**

**21.9.1** The headings in this Agreement are inserted for reference only and shall not form part of this Agreement.

## **21.10 Relationship**

**21.10.1** The relationship of Island EMS to DHW in the performance of this Agreement is that of an independent contractor. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between Island EMS to DHW, and, in particular, no obligations of a fiduciary nature between the Parties are to be implied. Neither Party by virtue of this Agreement is authorized as or will become an agent, employee or legal representative of the other. Except as specifically set forth in this Agreement, neither Party will have power to control the activities and operations of the other and neither Party will have any power or authority to bind or commit the other.

## **21.11 Authority**

**21.11.1** The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each Party has been properly authorized and empowered. Each Party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

#### **21.12 Further Documents and Acts**

- 21.12.1** DHW and Island EMS shall at any time, and from time to time, upon each request by the other Party, execute and deliver such further documents and do further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

#### **21.13 Plural**

- 21.13.1** Unless the context otherwise requires, words importing the singular include the plural and vice versa.

#### **21.14 Effective Date**

- 21.14.1** This Agreement shall take effect as of the Effective Date, being the first day of the Initial Term.

#### **21.15 Counterparts**

- 21.15.1** This Agreement may be signed by DHW and Island EMS in separate counterparts, each of which when signed and delivered, shall constitute an original and binding Agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the Party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other Party.



IN WITNESS WHEREOF the Government of Prince Edward Island and Island EMS have caused this Agreement to be executed by their respective officers duly authorized in that behalf as of the date first above written:

\_\_\_\_\_  
Witness

THE GOVERNMENT OF PRINCE  
EDWARD ISLAND as represented by the  
Minister of Health and Wellness

Per: \_\_\_\_\_

Name: Honourable Mark McLane  
Title: Minister of Health and  
Wellness

I have the authority to bind the  
Government of Prince Edward  
Island

  
\_\_\_\_\_  
Witness

ISLAND EMS INC.

Per: \_\_\_\_\_

Name: Erik Sande  
Title: President, Medavie Health  
Services Inc.

I have the authority to bind the  
corporation

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Name: John Ferguson  
Title: Vice President, Operations  
and Business Development,  
Medavie Health Services Inc.

I have the authority to bind the  
corporation

**IN WITNESS WHEREOF** the Government of Prince Edward Island and Island EMS have caused this Agreement to be executed by their respective officers duly authorized in that behalf as of the date first above written:

\_\_\_\_\_  
Witness

**THE GOVERNMENT OF PRINCE  
EDWARD ISLAND as represented by the  
Minister of Health and Wellness**

Per: \_\_\_\_\_

Name: Honourable Mark McLane

Title: Minister of Health and  
Wellness

I have the authority to bind the  
Government of Prince Edward  
Island

\_\_\_\_\_  
Witness

**ISLAND EMS INC.**

Per: \_\_\_\_\_

Name: Erik Sande

Title: President, Medavie Health  
Services Inc.

I have the authority to bind the  
corporation

*Brayden Jackson*  
\_\_\_\_\_  
Witness

*Brayden Jackson*

Per: \_\_\_\_\_

Name: John Ferguson

Title: Vice President, Operations  
and Business Development,  
Medavie Health Services Inc.

I have the authority to bind the  
corporation

**IN WITNESS WHEREOF** His Majesty the King and Island EMS have caused this Agreement to be executed by their respective officers duly authorized in that behalf as of the date first above written:



Witness

**THE GOVERNMENT OF PRINCE  
EDWARD ISLAND as represented by the  
Minister of Health and Wellness**

Per:



Name: Honourable Mark McLane

Title: Minister of Health and  
Wellness

I have the authority to bind the  
Department of Health and  
Wellness for the Province of  
Prince Edward Island

Witness

**ISLAND EMS INC.**

Per:

Name: Erik Sande

Title: President, Medavie Health  
Services Inc.

I have the authority to bind the  
corporation

Witness

Per:

Name: John Ferguson

Title: Vice President, Operations  
and Business Development,  
Medavie Health Services Inc.

I have the authority to bind the  
corporation

## **SCHEDULE A STATEMENT OF WORK**

Island EMS shall deliver the following Services:

### **A. MEDICAL COMMUNICATIONS AND DISPATCH CENTRE SERVICES**

1. Subject to Section J (*Stations, Vehicles, Equipment, & Supplies*), Island EMS shall provide the Medical Communications and Dispatch Centre (currently located at the Island EMS headquarters station at 229 Sherwood Road, Charlottetown) and a back-up Medical Communications and Dispatch Centre in the event of a service disruption to provide continuity of operations (currently located at the Stratford Emergency Services Centre, 4 Georgetown Road, Stratford).
2. Island EMS shall manage and deliver 24/7/365 Medical Communications and Dispatch Centre Services to receive, process, triage, and coordinate all emergency and non-emergency Requests for Service compliant with the Advanced Medical Priority Dispatch System standards or other DHW standard, legislation, or Directives established by DHW.
3. Island EMS shall provide, maintain, and support the communications infrastructure leased/contracted directly by Island EMS necessary to provide the Medical Communications and Dispatch Centre Services, including at present but not limited to the Computer Aided Dispatch software and call decision support software.
4. Island EMS shall utilize the communications infrastructure provided to Island EMS by other government entities necessary to provide the Medical Communications and Dispatch Centre Services, including at present but not limited to the provincially Public Safety Communications System, radio consoles, and telephones.
5. Island EMS shall utilize decision support software approved by DHW where applicable to guide and record decisions in response to Requests for Service so that emergency and non-emergency Requests for Service are assigned the most appropriate resources, including physical resources and clinical resources and pathways as applicable, and providing advice, direction, or instructions to callers.
6. Island EMS shall have a policy in place to ensure appropriate response allocation and deployment of resources, as approved by DHW and the Provincial Medical Director
7. Island EMS shall work collaboratively with DHW and Health PEI for the effective coordination of Patient movement and flow across the continuum of care within and outside the province.
8. Island EMS shall ensure that all Communications Officers at the Medical Communications and Dispatch Centre maintain appropriate training and certifications required by the International Academies of Emergency Dispatch and have the requisite skills to communicate with health care professionals and facilities and related services, physicians under the Online Medical Oversight (OLMC) Physician Program, and other public safety service providers (fire, law enforcement, etc.).

9. Island EMS shall provide an appropriate level of management support and supervision to all Communications Officers, Paramedics, and other allied healthcare providers working at the Medical Communications and Dispatch Centre.
10. Island EMS shall maintain and facilitate reasonable communication for all clinicians providing direct Patient care to the Online Medical Consultation (OLMC) Physician Program, twenty-four (24) hours a day, seven (7) days per week, and ensure that all communications between clinicians are conducted on a voice-recorded line and retained in accordance with relevant legislation, regulation, standards, practice guidelines, and Directives.
11. Island EMS shall integrate the provincial Automated External Defibrillator Registry Program software in the delivery of directions and instructions provided by Communications Officers to 9-1-1 callers to locate and use the nearest bystander Automated External Defibrillator when available for Patients experiencing possible cardiac arrest in accordance with the approved decision support software.
12. Island EMS shall facilitate Patient safety in the delivery of care plans, which includes virtual care, when available and as approved by DHW, by providing the following Services:
  - (a) Establish, maintain, and provide a Clinical Support Desk, continuously staffed 24/7/365 with a sufficient number of dedicated appropriately trained Paramedics (minimum of one (1) Paramedic working at all times) to provide:
    - (i) Secondary triage at the time of a Request for Service being received when indicated by the approved decision support software (as per Section 5 above);
    - (ii) Receive Patient Referrals and requests for clinical assistance/advice from paramedics in the course of their practice;
    - (iii) Receive Patient Referrals and requests for clinical assistance from health system partners including but not limited to supportive discharge from acute care services or community-based programs;
    - (iv) Conduct remote Patient monitoring of Patients in Community Paramedicine programs (per Section 19 below) with chronic or acute disease management that pre-emptively alerts the Clinical Support Desk to worsening symptoms; and
    - (v) Such other duties as the Parties as may be determined.
  - (b) Island EMS shall coordinate connectivity between Paramedics and remote clinicians (including but not limited to emergency physicians, physicians with other specialist training, nurse practitioners, registered nurses, social workers, etc.) through video, telephone, radio or other approved platforms to extend the assessment and diagnostic capabilities of the remote clinician.
  - (c) Island EMS shall utilize Clinical Practice Guidelines in accordance with legislated or regulated requirements or Directives from the DHW, or as otherwise agreed upon by the parties at the Quality, Safety and Performance Committee.

13. Island EMS shall utilize established dispatch criteria to guide decisions in activation of medical or community first responders and allied agencies necessary to respond to 9-1-1 Request for Service calls and to assist Paramedics.
14. Island EMS shall utilize established dispatch criteria at the Medical Communications and Dispatch Centre, as approved by DHW, to guide decisions in response to Inter-Facility Transfer Requests for Service, including Non-Emergency, Emergency, and Critical Care and assign resources according to Directives established by the DHW.

## **B. AMBULANCE SERVICES**

15. Island EMS shall respond to emergency and non-emergency Requests for Service received by the Medical Communications and Dispatch Centre in accordance with the *Ambulance Services Act* and its Regulations.
16. In response to both emergency and non-emergency Requests for Service, Island EMS's deployment of appropriate Ambulance Services and appropriate resourcing shall be in accordance with the System Status Plan developed by Island EMS in accordance with the Directive established by DHW.
17. Island EMS shall bill, collect, and remit Service Fees to DHW in accordance with Schedule M (Service Fees Billing Program).
18. Island EMS shall provide in accordance with the Directives established by DHW:
  - (a) Non-Emergency Inter-Facility Transfers on-Island;
  - (b) Non-Emergency Inter-Facility Transfers off-Island, unless DHW determines another mode of transfer will be used;
  - (c) Emergency and/or Critical Care Inter-Facility Transfers;
  - (d) Out-of-province Inter-Facility Transfers, and refer and coordinate Requests for Service to out-of-province air ambulance resources for critical care transport service;
  - (e) Non-Emergency Inter-Facility Transfers to repatriate Patients from off-Island sending facilities within the Maritimes and other areas as may be agreed upon; and
  - (f) Community transfer services, which may be required when other community providers are not available, between Health Facilities and other locations for Clients who are not anticipated to require medical care while in transit.

## **C. COMMUNITY PARAMEDICINE SERVICES**

19. Where a Client is referred for Community Paramedicine Services, including but not limited to Patients who were assessed by Paramedics resulting from a 9-1-1 Request for Service but were not transported and referred by the attending Paramedics or the Clinical Support Desk Clinician, Island EMS shall review Referral information and ensure a complete intake

assessment as approved by DHW has been completed, and if not completed Island EMS shall conduct the assessment.

20. For Patients identified through the process described in Section 19 above, or, Island EMS shall provide supports, such as remote support through the Clinical Support Desk, in-home wellness checks or participation in community access programs, including but not limited to:
  - (a) Review of medications;
  - (b) Review of social supports & psychosocial well-being;
  - (c) Review of home environment (as applicable);
  - (d) Care plan coordination with primary care or other healthcare providers;
  - (e) Documentation of Patient's goals of care;
  - (f) Review of applicable health system access points;
  - (g) Establishing a plan of care, treatment, and Referral that aligns with the Patients' goals of care and their presenting physical, mental, and social health needs; and
  - (h) Applicable treatment in accordance with Clinical Practice Guidelines;
  - (i) Remote Patient monitoring or virtual care.
21. Island EMS shall initiate or execute Referral processes, transfer of care, or discharge as indicated in accordance with Section 19 above.
22. For Patients identified for the Supportive Discharge Program (or successive supportive acute care discharge program), Island EMS shall provide:
  - (a) in-home visits that include services as determined by the Clinical Support Desk Clinician in collaboration with the Client Home Care Primary Coordinator/Team Leader listed above in 20 above;
  - (b) a preliminary visit of the Patient within twenty-four (24) hours of discharge or Referral, as applicable; and
  - (c) initiation or continuation of treatment(s) in accordance with Health PEI's Home Care Business Process and Clinical Practice Guidelines.
23. For Patients who are registered in the "Paramedics Providing Palliative Care" program (or its successor), Island EMS shall provide:
  - (a) Care as requested by patients or their partners in care if they call 9-1-1 on a 24/7 basis.

- (b) Management and care for Patients receiving palliative care at home as requested by Health PEI Home Care in accordance with Health PEI's Home Care Business Process, Clinical Practice Guidelines, and Palliative Care standards of care.
  - (c) Maintain the Special Patient Registry, including receiving Patient information from Health PEI required to update the registry and the integration of the Patient profiles into the pre-arrival instructions for Paramedics responding to scene.
24. Island EMS shall administer vaccinations to support Health PEI on the approval and direction of DHW.

**D. EMERGENCY PREPAREDNESS AND DISASTER RESPONSE AND PROVINCIAL MEDICAL FIRST RESPONDER PROGRAM**

25. Island EMS shall develop, maintain, and implement an initial Emergency Preparedness and Disaster Response Plan by October 20, 2025, that is subject to approval by DHW.
26. Island EMS shall review and update the Emergency Preparedness and Disaster Response Plan by October 20 of each subsequent year of the Term.
27. The Emergency Preparedness and Disaster Response Plan as submitted is subject to annual DHW approval in the Business Planning Process.
28. Island EMS shall provide necessary emergency preparedness and disaster response capacity to support public safety, as set out in the approved Emergency Preparedness and Disaster Response Plan.
29. Island EMS shall respond to all-hazards incidents and disasters in accordance with the approved Emergency Preparedness and Disaster Response Plan.
30. Island EMS shall test and validate the Emergency Preparedness and Disaster Response Plan on an annual basis and provide written results of the testing to DHW, which includes a summary of lessons learned and proposed improvement action plan.
31. Island EMS shall reasonably participate in emergency preparedness meetings and committees with allied agencies on a regular basis to ensure the Emergency Preparedness and Disaster Response Plan is properly functioning and integrated with other agencies' plans.
32. Island EMS shall reasonably participate in allied agency emergency preparedness and disaster response exercises and training opportunities, where operationally feasible.
33. Island EMS shall utilize the Incident Command Structure (ICS) to prepare for, respond to, and recover from disaster situations.
34. Within the approved Emergency Preparedness and Disaster Response Plan, Island EMS shall ensure joint-response processes which includes collaboration with DHW and all external stakeholders in the planning, event activation, and post-event recovery phases.
35. Island EMS shall provide DHW with timely notification, situation reports, and post-incident reports in accordance with DHW policy for all responses to major incidents and disasters.



36. Island EMS shall participate in DHW and Health PEI-led post-incident debriefings following any major incident or disaster.
37. Island EMS shall acquire and maintain specialty disaster response equipment and supplies, as detailed in the Emergency Preparedness and Disaster Response Plan and approved by DHW through the Business Planning Process.
38. Island EMS shall supply DHW-recognized Medical First Responder agencies with approved medical supplies necessary to provide Medical First Responder in accordance with DHW Directive.

#### **E. HUMAN RESOURCE MANAGEMENT**

39. Island EMS shall develop, maintain, and implement an initial DHW approved 5-year Human Resources Plan by October 20, 2025, as part of the annual business plan. The plan must guide recruitment, retention, and development for Services described in this Agreement. The Human Resources Plan must estimate the number of positions within the workforce that will be required to maintain operations, including positions that need advancement of credentials of applicable staff.
40. Island EMS shall review and update the 5-year Human Resources Plan on an annual basis and provide an updated Plan to DHW by October 20 of each year. The Human Resources Plan shall include details of all recruitment and retention activities and initiatives planned and completed during the reporting period. In each year the Human Resources Plan is subject to approval by DHW.
41. Island EMS shall develop and manage orientation to and ongoing staff awareness of legislation, regulation, standards, Clinical Practice Guidelines, Directives, and other operational policies and procedures required to initiate and operate the Services.
42. Island EMS shall develop and maintain an appropriate policy review schedule to ensure policies and practices are in line with current industry standard and best practices.
43. Island EMS shall provide the necessary personnel, including Paramedics, Transport Operators, Communications Officers, and administrative personnel, to deliver the Services pursuant to this Agreement.
44. Island EMS shall ensure all clinicians working for Island EMS directly involved in Patient care maintain registration with their appropriate professional regulatory body and that clinicians will provide care within the standards of practice, code of ethics, practice directives, and policies established by their professional regulatory body. Island EMS shall abide by all employer reporting requirements in accordance with the *Regulated Health Professions Act*, or in accordance with other relevant legislation, regulations, or DHW Directives. Should a clinician be working for Island EMS who is not registered, Island EMS shall advise DHW immediately.
45. Island EMS shall inform DHW of all reports, Referrals, or complaints that Island EMS is aware of which are made to or come from a professional regulatory body or law enforcement agency as soon as Island EMS is aware of same and shall provide DHW with any decision(s) issued and the outcome of same.

46. Island EMS shall ensure an appropriate complement of Paramedics are employed to meet the staffing standards established by DHW Directives.
47. Island EMS shall ensure all management staff demonstrate skills and attributes defined by the Paramedic Chiefs of Canada Paramedic Leadership Competency Framework, or subsequently approved standard.
48. Island EMS shall provide human resources support to staff.
49. Island EMS shall support Paramedic internships and workplace skills training by identifying, annually, the capacity for career advancement of the workforce and utilize appropriate procedures to select candidates for career advancement.
50. Island EMS shall work in partnership with educational institutions for candidates to receive workplace skills training and provide placement opportunities for paramedic students to gain practicum experience in accordance with the requirements of educational institutions and capacity of Island EMS.

#### **F. RESEARCH**

51. Island EMS shall support health researchers to carry out research studies to evaluate clinical interventions or system improvements as consulted with and approved by DHW.

#### **G. CONTINUING EDUCATION AND TRAINING**

52. Island EMS shall conduct a continuing education and training needs assessment annually to establish an education and training plan for the upcoming training year, which references the latest research, Continuous Quality Improvement (CQI) findings and trends, national and international clinical guidelines, and industry standards relating to the delivery of paramedicine and ambulance services. This continuing education and training needs assessment shall be re-evaluated, updated, and submitted to DHW annually, subject to DHW approval.
53. Island EMS shall develop and deliver annual continuing education and training for Paramedics and other patient-facing staff not less than twenty (20) hours of clinical education per employee (full-time, part-time, and casual) per year. The education and training shall be guided by the findings in the needs assessment in Section 43 of this schedule and in accordance with the program-specific requirements and the requirements established by the Provincial Medical Director, relevant legislation, regulations, standards, practice guidelines, Policy Directives, and other operational policies and procedures required to operate the Services. Training shall be completed during scheduled hours, where possible.
54. Island EMS shall promote a workplace culture that encourages ongoing career advancement including progression of clinical certification and scope of practice.
55. Island EMS shall employ clinical educators to provide ongoing and continuing education outlined in Section 43 to 44 of this schedule to all clinical employees.

#### **H. CONTINUOUS QUALITY IMPROVEMENT AND MEDICAL OVERSIGHT**

56. Island EMS shall develop and manage a program of Continuous Quality Improvement (CQI) and Medical Oversight (retrospective, concurrent, and prospective) of clinical practice in accordance with relevant legislation, regulation, standards, practice guidelines, Directives, and other operational policies and procedures required to operate the Services.
57. Island EMS shall ensure all clinicians provide care within the Clinical Practice Guidelines approved by the Provincial Medical Director.
58. Island EMS shall ensure all Patient and Client interactions are recorded or documented in the required format and shall disclose this record to receiving clinicians or facilities as required by Directives and legislation.
59. Island EMS shall ensure appropriate operational and clinical policies, processes, guidelines, oversight, training, and orientation is provided to all clinicians to ensure safe, high-quality, and optimized Patient care.
60. Island EMS shall maintain and provide access to the Clinical Practice Guidelines approved by the Provincial Medical Director to all clinicians providing direct Patient care and shall in collaboration with DHW ensure these Clinical Practice Guidelines are updated regularly to ensure safe, effective, and efficient clinical care is provided to the public.
61. Island EMS shall continue to maintain, update as required, and provide 24/7/365 access, in a manner agreed upon by the Parties, to the information required in the *Ambulance Services Act* to all staff providing direct Patient care, and shall provide DHW with uninterrupted and unrestricted access to this application.
62. Island EMS shall employ clinical leadership staff to enable appropriate staff onboarding, ongoing education and training, Continuous Quality Improvement (CQI) activities, Medical Oversight, and mentorship.
63. Island EMS shall employ and maintain a Medical Advisor as per the *Ambulance Services Act*.

#### **I. RECORD KEEPING & DATA SECURITY**

64. Island EMS shall procure all information systems or database applications required for the delivery of Services and maintain contracts or subscriptions where applicable.
65. Island EMS shall utilize information technology systems and platforms necessary for the delivery of Services according to the regulations and Information Technology standards as determined by the DHW with input from Island EMS on the development of such standards.
66. Island EMS shall maintain, manage, and support the Electronic Patient Care Report (ePCR) database, including the protection, creation, retention, access, disclosure, release, and storage of records, with the vendor approved by DHW with input from Island EMS, and provide DHW with uninterrupted and unrestricted access to the database.
67. Island EMS shall ensure all ePCRs involving Patients or Clients who have received care by Island EMS are disclosed directly to the receiving Health Facility within an appropriate

timeframe and format acceptable to DHW and the Provincial Medical Director, in accordance with the *Ambulance Services Act*.

68. Island EMS shall maintain, manage, and support an electronic incident reporting system in accordance with DHW Directive, which may be amended from time to time, with a vendor approved by DHW acting reasonably. Island EMS shall provide DHW with copies of such incident reports in accordance with DHW Directives.
69. Island EMS shall ensure all Patient care information whether electronic or paper-based are stored, archived, and accessed only in Canada, unless otherwise approved by DHW. Island EMS shall make every effort to convert paper Patient care records into a digital format that are searchable by using Patient identifiers and these records shall be archived in accordance with Applicable Laws.
70. Island EMS shall dispose of information technology and other related hardware or software, purchased or leased, by Island EMS or DHW in accordance with the direction of DHW when no longer required to support the system.
71. Island EMS shall maintain the integrity of all information technology systems, purchased or leased, by Island EMS or DHW in accordance with all vendor and DHW's digital security requirements.
72. For any potential or actual Privacy Breach or Data Security Incident, regardless of whether the systems are owned or leased by Island EMS or DHW, Island EMS must take immediate actions to contain the breach, protect and safeguard affected Data Systems in a manner reasonably acceptable to DHW, comply with all DHW Privacy Breach protocols, policies or directions, and investigate and report the incident to DHW within the required timeline in accordance with DHW policy or directions.

#### **J. STATIONS, VEHICLES, EQUIPMENT, & SUPPLIES**

73. Island EMS shall procure, insure and maintain the fleet of Vehicles required to provide and maintain contracted services, with backup redundancy to maintain continuity of services of no less than 133% of the peak deployment requirements, defined as the highest number each of fully staffed Ambulances and Non-Transport Response Vehicles permanently deployed at any one time, as defined in DHW Directives, which may be updated from time to time through the Business Planning Process. Upon the execution of this Agreement, all future procurement of Vehicles required for the performance of this Agreement shall be leased from an arm's length third party on terms to be approved in advance by DHW either through the Business Planning Process or as otherwise agreed upon by the Parties.
74. Island EMS shall ensure all Vehicles are maintained in good mechanical condition and repair and safe working order in accordance with applicable standards including in the *Ambulance Services Act* and Regulations and the *Highway Traffic Act*.
75. Island EMS shall ensure the appearance and visual identity of all Island EMS branded Vehicles are maintained in a timely fashion and are representative of the expectations from the public of a professional service provider, notwithstanding allowances for minor and reasonable wear and tear. Any Island EMS branded Vehicles with physical or

cosmetic damage (which includes visible rust) shall be repaired or replaced as soon as reasonably possible or as directed by DHW. Deficiencies may be noted during Ambulance Services inspections.

76. Island EMS shall submit to DHW by October 20, 2025, and updated yearly thereafter by October 20, a Vehicle Procurement and Replacement Plan as part of its business plan provided to DHW in the annual Business Planning Process, with consideration given to the expected vehicle life cycle and average mileage, subject to any restrictions on maximum mileage contained in the *Ambulance Services Act* or Directive.
77. Island EMS shall continue to provide and maintain all Facilities required for the performance of this Agreement, through the existing Facilities.
78. Island EMS shall develop and maintain a multi-year Selection and Placement of all Facilities Plan, by October 2025, and updated yearly thereafter as part of the annual business plan, submitted to DHW for review and approval. This plan shall include identifying the location and type of Facilities required, procurement of Facilities at the most economical cost/value, and ongoing Facilities management and maintenance.
79. Island EMS shall obtain approval from DHW prior to the procurement of any new Facilities, or the change in location from the current Facilities. All new Facilities shall be leased from a third party or Medavie Real Estate Holdings Inc. unless otherwise approved by DHW. Island EMS shall seek DHW approval on the location, design, specifications, anticipated operating costs before seeking quotes for Facilities, and DHW shall participate with Island EMS in the review of quotes received and shall approve the successful quote.
80. Island EMS shall be responsible for maintaining all Facilities in proper working order to perform all Services throughout the term including that all Facilities shall be maintained in accordance with all applicable legislation. The external appearance and visual identity of all Facilities shall be maintained to meet the public's perception representative as a professional service.
81. Island EMS shall procure, supply, and maintain Facilities, and Vehicles with required supplies, tools, and equipment to provide safe and effective Services, including personal protective equipment, in accordance with applicable legislation, standards, and Directives established by DHW.
82. Island EMS shall procure or supply employees and contractors with required uniforms and other personal protective agreement, and maintain or replace, or cause to be maintained or replaced, these uniforms and equipment required for the performance of this Agreement.
83. Island EMS shall procure and utilize the Public Safety Communications System in accordance with applicable legislation, DHW Policies, and Directives to ensure direct, efficient and effective communications with the Medical Communications and Dispatch Centre and mutual aid communications with other public safety agencies.
84. Island EMS shall maintain sufficient inventory to ensure that the minimum number of Public Safety Communications System radios or other approved devices are stocked in

each Vehicle in accordance with the *Ambulance Services Act* and Regulation and DHW Directives and policies.

85. Island EMS shall seek approval from DHW and the Provincial Medical Director prior to any changes, modifications, or the implementation of new medical equipment, supplies, technologies, or medications to ensure they are safe for use for clinical care, in line with latest evidence and industry best practices, and are in the best interest of the public and the system.
86. Island EMS shall procure and maintain a strategic reserve of critical equipment and supplies to ensure continued operations during reasonably foreseeable disasters and supply chain interruptions.
87. Island EMS shall procure any information systems or database applications required for staff to perform duties and maintain contracts or subscriptions where applicable.
88. Island EMS shall maintain detailed records of all service, repairs, replacement, and maintenance of Factors of Production assets.
89. Island EMS shall dispose of any Factors of Production assets with the prior approval of DHW, including providing DHW with first right to any Island EMS capital assets identified for disposal. The revenue resulting from the disposal of any Factors of Production assets shall be used to offset operational expenditures.
90. Island EMS shall implement and maintain a detailed Factors of Production asset inventory and a Factors of Production asset management system of all Factors of Production assets owned, procured, leased, or funded by DHW, or Island EMS, and used in the performance of this Agreement. The Factors of Production asset management system will include asset tracking and incorporate planning for future asset needs in the system based on asset life cycles established by the manufacturer or as required by DHW.
91. Island EMS shall provide the Factors of Production asset inventory to DHW on an annual basis, in a format acceptable to DHW, by the 30th day of the end of each fiscal year, or as requested by DHW, and shall include all Factors of Production assets removed or added to the system during the reporting period.

## **SCHEDULE B**

### **PERFORMANCE STANDARDS AND KEY PERFORMANCE INDICATORS**

1. These Performance Standards and Key Performance Indicators are quantifiable measure categories used to evaluate the success of Island EMS in meeting objectives in the delivery of Services pursuant to this Agreement.
2. Island EMS will provide system access to all Data Systems containing the raw data required by DHW to evaluate the Services delivered pursuant to this Agreement. Data which Island EMS is to provide to DHW will be provided within thirty (30) days of the end of the reporting interval.
3. DHW will provide methodology for the calculation of all Performance Standards and Key Performance Indicators below.
4. Island EMS will fully cooperate with DHW to establish and maintain appropriate and accurate data inputs into the Data Systems, and develop and implement the required data extraction, quality assurance, analysis, and reporting of data required by DHW.

**5. Transition Period:**

The Parties recognize that there will be a period of time during which some of the data inputs and reporting pathways as set out in this Schedule will be developed. To ensure the most efficient pathways to achieving full reporting requirements, the Parties agree as follows:

- (a) All data and reports currently being provided by Island EMS to DHW will continue to be provided upon the signing of this Agreement;
- (b) The data identified in this Schedule that is not currently being provided to DHW by Island EMS will be provided effective the "Data Reporting Date" noted in the tables below.
- (c) FirstWatch (FW):
  - (i) DHW anticipates that over the first 12 months of the Agreement it will become the sole contracting party with FirstWatch in the place and stead of Island EMS. Until that occurs, Island EMS will continue to provide DHW with unrestricted user access to the FirstWatch data base and the permission and right to deal directly with FirstWatch Solutions Inc. in the buildout of such new or amended triggers and reports as DHW shall determine (the "transition phase"), all at DHW's expense. DHW will consult with and advise Island EMS during the transition phase of the steps being taken, including the buildout of triggers and reports.
  - (ii) Effective the date of signing this Agreement DHW shall take over responsibility for payments due and owing to First Watch for their contracted services/licenses, and FirstWatch shall be advised to issue their invoices directly to DHW.

- (iii) Island EMS shall cooperate fully in the assignment of the First Watch agreement(s) to DHW, following which Island EMS shall remain as an authorized user of FirstWatch.
6. DHW shall conduct an annual assessment of the performance/Services provided by Island EMS pursuant to this Agreement within ninety (90) days of the fiscal year end of Government, a copy of which shall be provided to the Minister. The assessment shall also be provided to Island EMS and Island EMS shall have the opportunity to provide a response to the assessment within sixty (60) days of receipt of same. Any response received shall be provided to the Minister.
7. Throughout the Term of this Agreement, DHW may convert any Key Performance Indicator to a Performance Benchmark, or a Performance Benchmark to a Key Performance Indicator, as applicable, or add to or delete from either, which will be initiated through the Change Management Procedures (Schedule I) and subject to the Dispute Resolution Process.
8. For Performance Standards 2 and 3 in paragraph 9 of this Schedule B, following execution of this Agreement, Island EMS will take all reasonable steps to maintain the performance standards agreed upon and to reduce or eliminate the Exemptions that occur. Island EMS will prioritize with its employees the need for full compliance with the standard of completing ePCR's by shift end and maintaining compliance with their professional obligations. Island EMS will continue to take appropriate and timely steps to performance manage, discipline and report to employee's regulatory body, failures to complete ePCR's by end of shift, as applicable.

Beginning at the execution of this Agreement Island EMS will provide the Quality, Performance and Safety Committee with the required ePCR data. The Committee will review the data to determine the level of compliance reached by Island EMS. If full compliance is not achieved, the parties will determine the reasons for failure to achieve the standard of 100% compliance and within thirty (30) days of the end of the first six (6) months, the parties may enter into discussions to adjust the level of Performance Standard Exemptions over an ensuing period of time, to support Island EMS's efforts to achieve and maintain full compliance with Performance Standards 2 and 3. For clarity, provided the required data is provided to DHW during the first six (6) months of the Agreement and any ensuing period of time agreed upon for Island EMS to achieve compliance with Performance Standards 2 and 3, DHW shall not provide notice of breach of the Agreement to Island EMS in relation to Performance Standards 2 and 3.

## 9. Performance Standards

Area	Source	Method	Performance Standard	Reporting Interval	Data Reporting Date
1. Responses using emergency warning systems	Computer Aided Dispatch (CAD) data	Number of 9-1-1 Responses using emergency warning systems divided by all 9-	Not more than 50% of all 9-1-1 Requests for Service during a fiscal year.	Quarterly and Annually	April 1, 2025, first report submitted end of FY25-26 Q1, Performance Standard



Area	Source	Method	Performance Standard	Reporting Interval	Data Reporting Date
		1-1 responses, multiplied by 100	<b>Transitional</b>  The Parties agree that the first year of the Agreement (April 1, 2025 to March 31, 2026) is a transitional year to obtain baseline data. By April 1, 2026, if the annual Performance Standard of not more than 50% has not been attained, Island EMS must achieve a 10% overall reduction annually (e.g., from 65% to 55%) from the previous Fiscal Year by April 1, 2027 until the annual Performance Standard of not more than 50% is attained, at which point it must be maintained annually.		compliance is effective end of FY26-27 Q2.
2. Electronic Patient Care Record Disclosure (paramedic-assigned CTAS 1 and 2)	Electronic Patient Care Record data	Number of CTAS 1 and 2 Patient Care Records disclosed to the receiving emergency department by the end of the shift in which the call occurred (numerator) divided by the total number of CTAS 1 and 2 Patients	100% compliant, subject to the Exemptions below:  Exemptions:  1. ePCR's which are completed by a Paramedic by shift end, but are not able to be disclosed to the receiving emergency department by a	Quarterly	July 1, 2025

Area	Source	Method	Performance Standard	Reporting Interval	Data Reporting Date
		transported to the emergency department (denominator)	<p>Paramedic's shift end due to technology issues in the transmission of records beyond the control of Island EMS.</p> <p>2.ePCR's which a Paramedic fails to complete by shift end, provided that there cannot be more than 2% of the total number of ePCR's not completed by shift end in the course of a fiscal year, and there are not more than 2% of the total number of ePCR's not completed in any quarter of fiscal the year.</p>		
3. Electronic Patient Care Record Disclosure (paramedic-assigned CTAS 3-5)	Electronic Patient Care Record data	Number of CTAS 3, 4, and 5 Patient Care Records disclosed to the receiving emergency department by the end of the shift in which the call occurred (numerator) divided by the total number of CTAS 3, 4, and 5 Patients transported to the emergency department (denominator)	<p>100% compliant, subject to the Exemptions below:</p> <p>Exemptions:</p> <p>1.ePCR's which are completed by a Paramedic by shift end, but are not able to be disclosed to the receiving emergency department by a Paramedic's shift end due to technology issues in the transmission of records beyond</p>	Quarterly	July 1, 2025,

Area	Source	Method	Performance Standard	Reporting Interval	Data Reporting Date
			the control of Island EMS.  2.ePCR's which a Paramedic fails to complete by shift end, provided that there cannot be more than 2% of the total number of ePCR's not completed by shift end in the course of a fiscal year, and there are not more than 2% of the total number of ePCR's not completed in any quarter of the fiscal year.		
4. Data access/reporting compliance – Operational Key Performance Indicators	All electronic systems	Number of Operational Performance Indicators where data has been provided necessary to evaluate performance divided by total number of Operational Performance Indicators (subject to exclusion noted), multiplied by 100.	100% compliant	Quarterly	In accordance with Data Reporting Date set out in paragraphs 9 (Operational Key Performance Indicators) and 10 (Clinical Key Performance Indicators)
5. Data access/reporting compliance – Clinical Key Performance Indicators	All electronic systems	Number of Clinical Performance Indicators where data has been provided necessary to	100% compliant	Quarterly	In accordance with Data Reporting Date set out in paragraphs 9 (Operational Key

Area	Source	Method	Performance Standard	Reporting Interval	Data Reporting Date
		evaluate performance divided by total number of Clinical Performance Indicators (subject to exclusions noted), multiplied by 100.			Performance Indicators) and 10 (Clinical Key Performance Indicators)

## 10. Operational Key Performance Indicators

### MEDICAL COMMUNICATIONS AND DISPATCH CENTRE SERVICES

Indicator	Reporting Frequency	Data Reporting Date	Data Source
1. Median call processing time for 911 calls, as measured from the time of initiation of the Advanced Medical Priority Dispatch System (AMPDS) ('Agency Event' in the CAD) to unit dispatched, for all Requests for Service which require response using emergency warning systems.	Quarterly and Annually	July 1, 2025	CAD/FW
2. Proportion of calls received which are compliant with the Advanced Medical Priority Dispatch System (AMPDS) protocols call-taking standards.	Quarterly and Annually	April 1, 2026	CAD/FW
3. Proportion of 911 callers provided with pre-arrival instructions (PAIs) in accordance with the Advanced Medical Priority Dispatch System (AMPDS) standards.	Quarterly and Annually	April 1, 2026	ProQA
4. Proportion of Clinical Support Desk shifts which meet the staffing benchmark of 24/7/365 staffing with an appropriately trained Paramedic within the Medical Communications and Dispatch Centre.	Quarterly and Annually	April 1, 2025	Telestaff
5. Number of times the Provincial Automated External Defibrillator Program was accessed in an attempt to locate the nearest Automated External Defibrillator during call-taking process for a suspected or confirmed cardiac arrest.	Quarterly and Annually	September 1, 2025	Provincial AED Registry or CAD
6. Total service utilization including Requests for Services and service Responses, categorized by type of service (Ambulance Services, Emergency Inter-Facility Transfers, Non-	Quarterly and Annually	April 1, 2025	CAD

Emergency Inter-Facility Transfers, Community Paramedicine Services, etc.).			
7. Proportion of Patients not transported by Ambulance who receive a follow-up phone call within 24 hours by the Clinical Support Desk Clinician.	Quarterly and Annually	April 1, 2026	ePCR / mDocs / FW

### AMBULANCE SERVICES

Indicator	Reporting Frequency	Island EMS Reporting Date	Data Source
8. Median time elapsed from when a Request for Service is received at the Public Safety Answering Point (PSAP) until the actual arrival or staging of an Ambulance or Non-Transport Response Vehicle at that scene/location, for all 9-1-1 Services Responses, categorized by response priority (emergency warning systems used or not used) and by the DHW-approved response zones.	Quarterly	April 1, 2025	CAD
9. Median Response Time for all 9-1-1 responses that requires an immediate response, categorized by response priority (emergency warning systems used or not used) and by the DHW-approved response zones.	Quarterly	July 1, 2025	CAD
10. Proportion of Non-Emergency Inter-Facility Transfers postponed greater than 15 minutes from Scheduled Pick-up Time at sending facility.	Quarterly and Annually	July 1, 2025	CAD
11. Proportion of scheduled non-emergency Inter-Facility Transfers completed by a Class 1 Ambulance.	Quarterly and Annually	July 1, 2025	CAD
12. Total number of occurrences where Ambulances completed an out-of-province transfer (emergency or non-emergency) and did not repatriate a Patient.	Quarterly and Annually	April 1, 2026	CAD
13. Median offload delay interval for all Patients transported to the emergency department, measured from the time of arrival at the emergency department to the time of actual transfer of care, categorized by emergency department.	Quarterly and Annually	October 1, 2025	CAD/ ePCR

### COMMUNITY PARAMEDICINE SERVICES

Indicator	Reporting Frequency	Data Reporting Date	Data Source
14. Number of Patients who were referred to Community Paramedicine Services and the	Quarterly and Annually	April 1, 2026	ePCR / mDocs

number of Patients who received an in-person visit and intake assessment completed.			
15. Average and median number of days from referral to Community Paramedicine Services to the completion of an in-person visit and intake assessment by a Community Paramedic.	Quarterly and Annually	April 1, 2026	ePCR / mDocs

## EMERGENCY PREPAREDNESS AND DISASTER RESPONSE AND PROVINCIAL MEDICAL FIRST RESPONDER PROGRAM

Indicator	Reporting Frequency	Data Reporting Date	Data Source
16. Number of Special Events where Island EMS provided dedicated medical coverage, categorized by month.	Annually	April 1, 2025	Island EMS Records
17. Number of mass casualty and/or disaster responses, categorized by month.	Annually	April 1, 2025	Island EMS Records
18. Number of emergency preparedness and disaster training exercises attended or hosted.	Annually	April 1, 2025	Island EMS Records
19. Proportion of staff who hold a minimum of the Incident Command Structure 100 (ICS-100) training certificate completed within the past 5 years.	Annually	April 1, 2025	iTacit
20. Total Medical First Responder Response volume, categorized by department/agency.	Quarterly	April 1, 2025	CAD/FW

## HUMAN RESOURCE MANAGEMENT

Indicator	Reporting Frequency	Data Reporting Date	Data Source
21. Total number of full-time equivalent (FTE) positions contained in the agreed to Budget, categorized by role/position, permanent full-time, permanent part-time, temporary, or casual, and registration level (PCP, ICP, ACP, CCP).	Quarterly	April 1, 2025	Workday/ Telestaff
22. All the following provided in the form provided by DHW: (a) Total number of full-time equivalent (FTE) employees who worked in each classification/role and level; (b) Total FTE hours worked in each classification/role and level; (c) Total number of employees who worked in each classification/role and level broken down by permanent full-time, permanent part-time, temporary and casual status;	Quarterly	April 1, 2025	Workday/ Telestaff

(d) Total wages paid per classification/role and level broken down by permanent full-time, permanent part-time, temporary and casual status of employees who worked; (e) Current high and low range of wages in each classification/role and level; (f) Number of scheduled shifts that are not staffed.			
23. Proportion of shifts filled with staff working overtime.	Quarterly and Annually	April 1, 2025	Telestaff
24. Proportion of shifts where staff incurred overtime at end of shift (shift overrun).	Quarterly and Annually	April 1, 2025	Telestaff
25. Vacancy rate, calculated by dividing the number of vacant full-time equivalent (FTE) positions (numerator) by the total number of full-time equivalent (FTE) positions as per KPI 26 above to fulfill peak staffing requirements (denominator), multiplied by 100, categorized by role/position, permanent full-time, permanent part-time, temporary, or casual, and registration level (PCP, ICP, ACP, CCP).	Quarterly	April 1, 2025	Telestaff
26. Number of fully staffed units, compared against the System Status Plan, categorized weekly.	Monthly	April 1, 2025, first report submitted by July 31, 2025	Telestaff

### CONTINUING EDUCATION AND TRAINING

Indicator	Reporting Frequency	Data Reporting Date	Data Source
27. Proportion of clinical staff who have completed all mandatory annual continuing education and training activities pursuant to the education and training plan submitted and approved by DHW in the Statement of Work, categorized by employment status (full-time, part-time, and casual).	Annually	April 1, 2025	iTacit

### CONTINUOUS QUALITY IMPROVEMENT AND MEDICAL OVERSIGHT

Indicator	Reporting Frequency	Data Reporting Date	Data Source
28. Number of ambulance collisions (crude number and rate per 10,000 kms travelled).	Annually	April 1, 2025	Incident reporting database / Acetech

## 11. Clinical Key Performance Indicators

### AMBULANCE SERVICES

Indicator	Reporting Frequency	Data Reporting Date	Data Source
1. Proportion of all 9-1-1 responses in which a clinician-patient interaction was established and received a Continuous Quality Improvement ePCR audit.	Quarterly and Annually	April 1, 2025	ePCR
2. Proportion of decisions to leave Patient at scene who subsequently re-activated 9-1-1 within 72 hours.	Quarterly and Annually	April 1, 2026	FW
3. Average and Median number of days between sentinel call and subsequent call for all Patients not transported following a 9-1-1 call.	Quarterly and Annually	April 1, 2026	FW

### COMMUNITY PARAMEDICINE SERVICES

Indicator	Reporting Frequency	Data Reporting Date	Data Source
4. Proportion of Patients enrolled in a remote Patient monitoring program who required a 9-1-1 emergency response.	Quarterly and Annually	TBD by agreement of the Parties	FW

### CONTINUOUS QUALITY IMPROVEMENT & MEDICAL OVERSIGHT

Indicator	Reporting Frequency	Data Reporting Date	Data Source
5. The rate of documented major adverse events (including Patient injuries, serious harm, and deaths) per total number of Patient contacts, categorized by Service and program (i.e., Ambulance Services, Emergency Inter-Facility Transfers, Non-Emergency Interfacility Transfers, Critical Care Inter-Facility Transfers, Community Paramedicine Services).	Quarterly and Annually	April 1, 2025, first report submitted annually at end of FY25-26, then quarterly thereafter	Incident Reporting Database / ePCR
6. Rate of documented medical equipment failure during Patient care per 10,000 Patient contacts, as identified during the ePCR audit process or reported through the incident reporting process.	Annually	April 1, 2025	Incident reporting database/ePCR
7. Rate of medication errors per 10,000 Patient contacts annually, as identified during the chart audit process, or reported through the incident reporting process.	Annually	April 1, 2025	Incident reporting database/ePCR



## **SCHEDULE C BUDGET AND BUSINESS PLANNING PROCESS**

### **BUSINESS PLANNING PROCESS**

1. The Budget for 2025-06 is appended to this Schedule.
2. The Business Planning Process shall be utilized by the Parties to determine the Budget for each year of this Agreement, any other investments agreed to be made by DHW and to ensure that Island EMS maintains appropriate business operation plans for each year of the Agreement.
3. By October 20th of each year Island EMS shall submit to DHW the following:
  - (a) Human Resources Plan;
  - (b) Emergency Preparedness and Disaster Response Plan;
  - (c) Vehicle Procurement and Replacement Plan;
  - (d) Island EMS Five Year Capital Plan (including the plan for the selection and placement of all facilities), in the form prescribed by DHW;
  - (e) Proposed status quo budget for the following Fiscal Year based on the current fiscal year's Budget and the actual costs incurred to the end of September, in the form prescribed by DHW; and
  - (f) A list of any new investments Island EMS is requesting DHW to consider for the upcoming fiscal year, together with a detailed costing and description for each new investment, in the form prescribed by DHW.
4. Island EMS and DHW shall meet to review and discuss the submitted plans and documents, including that Island EMS shall meet with a representative(s) of DHW specifically to review the proposed status quo budget and requested investments. These meetings shall occur before November 20th and Island EMS commits to having the appropriate individuals available to meet as requested.
5. At any time in the Business Planning Process DHW may request any additional information required to evaluate the information provided in s. 2 above and Island EMS agrees that it shall provide same within a reasonable timeframe.
6. DHW will review the proposed status quo budget provided by Island EMS and will provide Island EMS with an approved Budget by December 31, or as otherwise agreed. Any new investments that DHW agrees to fund, will be determined in the annual Government budgeting process.
7. Once a Budget is delivered to Island EMS by DHW, it shall replace the existing Budget in this Schedule, and will be confirmed as an addendum to this Agreement and signed by both Parties.

## BUDGET

### Island EMS Inc. Baseline Budget

**2025-26**

#### Expenses

##### Operating

Collection Expense	20,150
Consulting Fees	21,359
Facilities Expense	427,690
Fuel	847,458
Gain/Loss on Asset	-30,225
Insurance - Commercial	52,695
Insurance - Vehicle	119,472
IT	678,671
Medical Supplies	753,207
Office Expenses	45,162
Salaries, Wages & Benefits	17,498,810
Telephone	173,959
Communications	507,614
Tolls	54,902
Training & Education	160,984
Travel & Meals	52,624
Uniforms	194,234
Vehicle Maintenance	718,539
	<b>22,297,305</b>

##### Administrative

I-Bank Fees	70,014
I-Office Expense	79,582
I-Postage & Courier	25,147
I-Professional Fees	167,572
I-Public Relations	20,150
I-Salaries, Wages & Benefits	1,304,557
I-Training & Education	25,188
I-Travel & Meals	29,785
	<b>1,721,995</b>

##### Depreciation & Interest

I-Depreciation	1,589,295
I-Depreciation savings	-206,250
I-Base rents	419,466
I-Interest Expense -ROU -Assets	52,849
Interest - Leases	84,993
	<b>1,940,353</b>

<b>Total expenses</b>	<b>25,959,653</b>
Management Fees @ 5%	1,297,983
<b>Total Expense</b>	<b>27,257,636</b>

## SCHEDULE D LABOUR

1. When Island EMS is required to negotiate a new collective agreement with the bargaining agent or agents representing all or part of its workforce pursuant to the *Labour Act*, R.S.P.E.I. 1988, Cap L-1, Island EMS is free to bargain to achieve a collective agreement provided that: (a) Island EMS shall make every appropriate and reasonable effort to ensure a timely, fiscally responsible and balanced resolution to the issues;
  - (a) DHW is kept informed of the progress of negotiations. Island EMS is required to have regular and ongoing communications throughout the bargaining process with DHW and to meet with DHW as may be requested; and,
  - (b) DHW may in its sole discretion have a representative present during any or all collective bargaining meetings with bargaining agent(s) representing all or part of the workforce of Island EMS.
2. If at any time throughout the bargaining process Island EMS believes it is necessary to adjust its HR Plan to reflect the dynamics of bargaining, Island EMS shall so advise DHW by providing the details of any proposed economic changes. DHW will have the right to assess and question the proposed changes and to seek necessary approvals for supported changes.

## **SCHEDULE E FACTORS OF PRODUCTION**

### *Factors of Production*

The Factors of Production include the following, which shall be transferred to DHW in the event of termination or expiry of the Term of this Agreement in accordance with Section 15.2.6.

- Assets set forth in Schedule O (DHW-Owned Assets);
- Leases for all Facilities including, without restriction, Paramedic bases and stations and Paramedic posts with third party landlords including head office;
- All furnishings, small fixtures, and generators in Facilities other than those associated with the delivery of Medacom operations;
- All telecommunications equipment and technologies not owned by Medacom or PEI Public Safety used in the delivery of the Services;
- Commercial contract between Island EMS and Medacom;
- All medical supply inventory including both pandemic and mass casualty incident stockpiles;
- All equipment, medications, supplies, and technologies (not including Island EMS IP) used in the delivery of the Services;
- All equipment, medications, supplies, and technologies (not including Island EMS IP) that are leased by Island EMS used in the delivery of the Services;
- Leases for all Vehicles and all equipment used in the delivery of the Services;
- All Vehicles that are owned by Island EMS and used in the delivery of the Services other than Island EMS Factors of Production;
- All Vehicles funded by DHW;
- Computers, printers, and copiers used in the administration of the Services and excluding management laptops and cellphones;
- All clinical application technology and Data Systems (software, hardware, infrastructure, Data System contracts, and maintenance service agreements) that support the delivery of the Services, except the assets in Category C and D of Schedule N.
- All maintenance contracts to support computers, printers, and copiers used in the administration of the Services and clinical application technology;
- All monitoring systems for the Vehicles (hardware and software) and maintenance contracts;

- All front line and system support uniforms and associated contracts;
- All vendor contracts to support the operation of the business which may include fuel, oxygen, sharps disposal, uniforms, trunked mobile radio, Vehicle maintenance, and cleaning. A list of vendor contracts shall be provided to DHW in accordance with the transition plan identified in the Agreement;
- All clinical education infrastructure including manikins;
- Island EMS Emergency Preparedness and Disaster Response Plan;
- All Patient and Client related information, including Continuous Quality Improvement data and clinical data associated with service inquiries or complaints, stored by Island EMS related to the delivery of the Services pursuant to this Agreement;
- All Clinical Practice Guidelines approved by the Provincial Medical Director;
- All historical billing records and documents, as required;
- HR records for all union employees and other employees who continue to work in providing the services of this Agreement; and
- A current copy of the Island EMS System Status Plan for DHW's ongoing use in the Province of Prince Edward Island (without ongoing support from Island EMS).

#### *Island EMS Factors of Production*

The following items are Island EMS Factors of Production, which shall not be transitioned to DHW in the event of termination or expiry of this Agreement, unless otherwise agreed by the Parties or except in accordance with Section 15.3.1 including:

- Any vehicles purchased and/or leased by Island EMS used in the administration of the Services;
- Documents and manuals deemed proprietary such as the Island EMS' Business Continuity Plan;
- TeleStaff scheduling software;
- Workday HRIS and payroll system;
- Billing software;
- Telephone system (part of the corporate network);
- Ownership of Facilities including ownership by Medavie Real Estate Holdings Inc. or third party;
- HR records for non-union employees who are not subsequently employed in delivery of the Services following the termination or expiration of this Agreement;

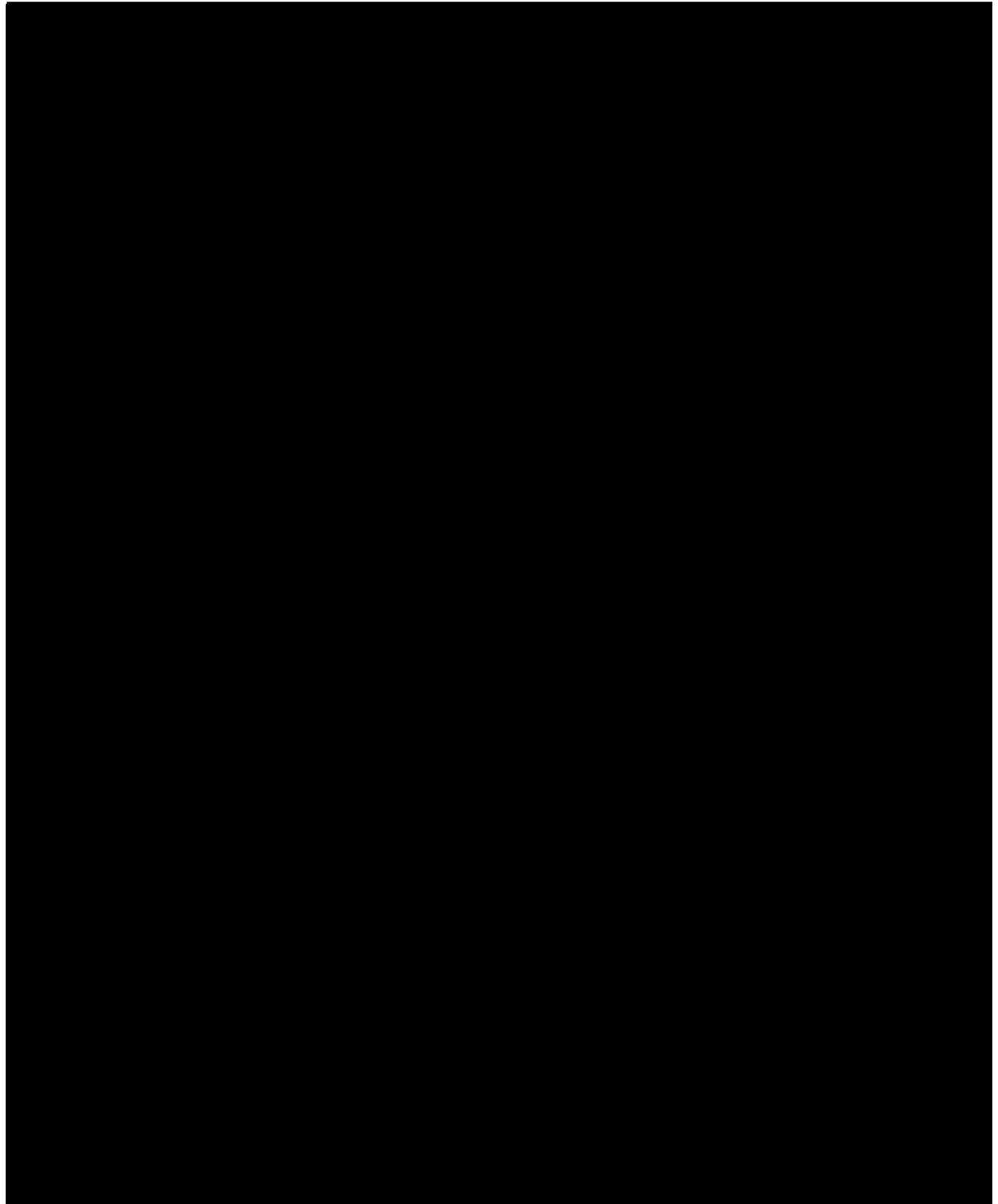
- Learning management system (iTacit);
- Certain Databases owned by Island EMS in accordance with Schedule N (*Record of Data Systems*); and
- Island EMS IP (to be dealt with in accordance with Section 15.6).

*Medical Communications and Dispatch Centre Assets*

The following items are excluded from Factors of Production and Island EMS Factors of Production for the purposes of Section 15.2.6.

- Medical Communications and Dispatch Centre, including furnishings, equipment, assets, technologies, and networks;
- Backup Medical Communications and Dispatch Centre, including furnishings, equipment, assets, technologies, and networks; and
- All Public Safety Communications System hardware and accessories used in the delivery of the Services.

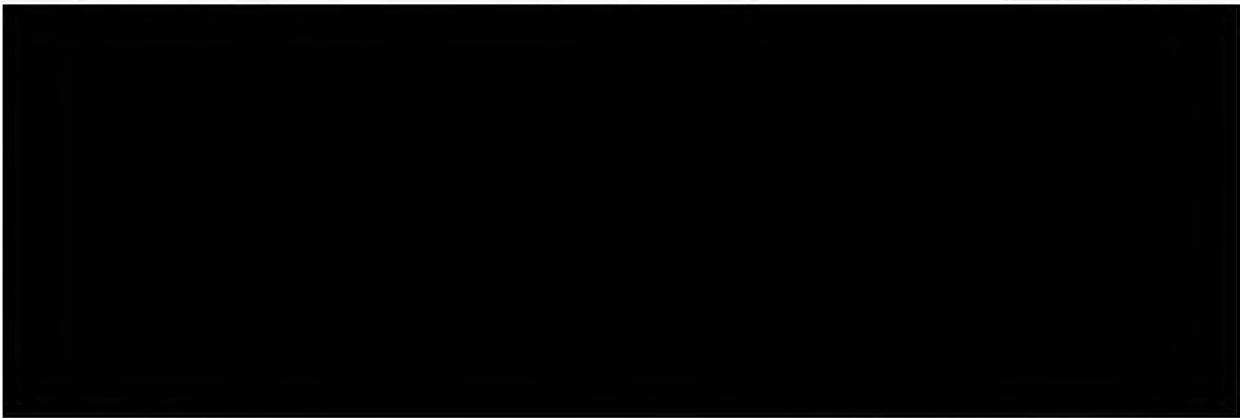
**SCHEDULE F  
ISLAND EMS' THIRD PARTY SUPPLIERS**







## SCHEDULE G ISLAND EMS-OWNED INTELLECTUAL PROPERTY

Island EMS branding, logos, and trademark.

Scheduling information and system configurations for Island EMS employees.
Processes, configurations, codes, scripts, queries developed for data and information management.
Internal communications information and contents, including but not limited to Island EMS's websites, intranet, documents, communications and e-Kiosks.
Internally designed and developed data systems and information, excluding DHW-owned data.
HR, payroll, billing and financial information, system configurations and processes.
Island EMS business continuity plans.
System Status Plan.
Internal information and reporting.

**SCHEDULE H  
DHW-OWNED INTELLECTUAL PROPERTY**

Factors of Production DHW IP
Data Systems Records
DHW Policies and Directives
DHW Clinical Practice Guidelines
Emergency Preparedness and Disaster Response Plan and Associated Documents

## SCHEDULE I CHANGE MANAGEMENT PROCEDURES

### 1. Changes

- 1.1 The Parties acknowledge that certain changes may be required or desirable which are significant enough to require an amendment to this Agreement (the "**Changes**"). Such Changes may include the following:
- (a) material changes to the Services, including the addition of new services or the reduction in scope of existing Services, notwithstanding any other provision of this Schedule or the Agreement including Section 3(h) and 6.3 of this Schedule;
  - (b) material changes to a Performance Benchmark (including the addition or removal of a Performance Benchmark) in accordance with Schedule B (Performance Standards and Key Performance Indicators);
  - (c) a Change that has a material impact on the Privacy Obligations;
  - (d) a Change that has a material impact on the Security Obligations;
  - (e) a Change in the Health Facilities or Facilities from where the Services are performed;
  - (f) projects to be performed by Island EMS;
  - (g) Changes resulting in addition or reduction of Island EMS Personnel; and
  - (h) any other matter which would change the scope of the Services and/or would change the cost of providing Services and any other matter (including through new or amended DHW Policies) that the Parties may agree as properly being the subject of the Change Management Procedures.

### 2. Change Request

Either Party may initiate the change processes described in this Schedule (collectively, the "**Change Management Procedures**") in connection with a change described in Section 1 (*Changes*) of this Schedule or in respect of any other matter referred to in the Agreement as being subject to the Change Management Procedures by submitting to the other Party, through the Governance Procedures in s. 3 of the Agreement (Governance Procedures"), a written notice signed by the initiating Party, which notice will include all relevant information reasonably required for the proper consideration of such Change or for the commencement of the Change Management Procedures in respect thereof (each, a "**Change Request**").

### 3. Change Request Process

Following the delivery of a Change Request by one Party to the other, the following will apply:

- (a) The Parties shall meet through the [Governance Procedures] to clarify the Change Request and confirm the requirements of the Change Request including details regarding the time requirements to consider the Change Request (it being

acknowledged by the Parties that the time required may vary depending upon the nature and complexity of the proposed change);

- (b) Upon receipt of a Change Request from DHW, Island EMS shall prepare a proposal (the "**Change Proposal**") within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties through the Governance Procedures, acting reasonably and having regard to the nature and complexity of the Change Request in question), and a description of the impact of the proposed Change on the following (to the extent applicable having regard to the nature of the proposed Change):
  - (i) any incremental expense (related to time required for preparation and analysis) of the Change Request proposal and implementation of the proposed Change, will be funded by DHW. Island EMS and DHW will mutually agree on the timing of concurrent Change Requests, proposals or projects,
  - (ii) the proposed increase or decrease to the fees payable under this Agreement for the Change (i.e. ongoing funding for new services or changed Services),
  - (iii) the rights and obligations of the Parties under the Agreement with respect to, or as a result of, the proposed Change,
  - (iv) the Services,
  - (v) the Performance Standards,
  - (vi) any technology or operations of Island EMS or DHW used in the Services and likely impacting DHW,
  - (vii) the privacy obligations,
  - (viii) the security obligations, and
  - (ix) any other relevant matter related to this Agreement that Island EMS believes will be materially impacted (both positively and negatively);
- (c) If Island EMS initiates the Change Request, then Island EMS shall prepare and deliver a Change Proposal to DHW which addresses the matters included in Section 3(b) of this Schedule, within a period of time as agreed to by the Parties through the Governance Procedures, acting reasonably and having regard to the nature and complexity of the Change Request in question following the meeting of the parties to clarify the Change Request, as contemplated in Section 3(a) of this Schedule;
- (d) DHW shall provide Island EMS with a written acknowledgement of the Change Proposal within ten (10) Business Days of receipt of the Change Proposal from Island EMS indicating that a written response to the Change Proposal shall be provided to Island EMS within a time period as agreed to by the Parties through the Governance Procedures;

- (e) DHW's subsequent written response shall indicate DHW's approval of the Change Proposal, its rejection of the Change Proposal (indicating the reasons therefor) or the terms of a counter proposal acceptable to DHW;
- (f) Any Change Proposal approved by DHW in writing will constitute a Change Order and will be implemented by Island EMS in accordance with the particulars of the Change Order;
- (g) Island EMS shall respond to all Change Requests received from DHW and prepare a Change Proposal in respect thereof; and
- (h) If DHW requires that the Change Request be implemented as requested, notwithstanding an adverse impact to Island EMS, it shall be considered a Mandatory Change pursuant to Section 6 of this Schedule.

#### **4. Refusal of a Change Request by Island EMS**

4.1 Island EMS shall not reject a Change Request initiated by DHW, and shall use reasonable efforts to accommodate all DHW Change Requests, unless:

- (a) Island EMS is unable to make the proposed Change contemplated in the Change Request as a result of technical or operational impediments that are unreasonable to overcome;
- (b) Island EMS or permitted Island EMS Subcontractors do not possess the technical skills or capacity to implement the Change Request;
- (c) the Change materially adversely impacts Island EMS 's ability to perform the Services or meet a Performance Standard;
- (d) implementation of the Change Request will have a different material adverse impact on Island EMS;
- (e) the proposed Change would cause Island EMS to be in contravention of Applicable Laws;
- (f) the timeline is not feasible and not able to be adjusted by DHW; or
- (g) the proposed Change is significantly out of scope of this Agreement.

4.2 In each case where Island EMS rejects a Change Request initiated by DHW, Island EMS shall provide DHW with a written explanation of the reason for its rejection, stating in detail the particulars of any adverse impact that Island EMS may experience as a result of the proposed Change and suggesting reasonable alternatives or workarounds (to the extent possible) for consideration by DHW. DHW will consider the alternatives proposed by Island EMS. If the Parties cannot reach agreement, and DHW still wishes the Change to be implemented, then the matter will be treated as a dispute to be resolved pursuant to the Dispute Resolution Procedures.

## 5. Change Request Impact on Fees

If a Change Request has an impact on the fees that may result in either an increase or decrease to the fees, then the Parties shall determine any increase or decrease to be made to the fees as a result of such impact on the fees as detailed in Section 3 of the Agreement. If a mutually acceptable increase or decrease to the fees is not reached in respect of the proposed Change Request, and DHW agrees to continue with the Change Request then the matter will be treated as a dispute to be resolved pursuant to the Dispute Resolution Procedures.

## 6. Mandatory Changes

- 6.1 DHW may require Island EMS to implement a Change Request before it has become a Change Order (each a "**Mandatory Change**") in situations where due to legal or operational considerations DHW requires that Island EMS implement the changes forthwith.
- 6.2 Mandatory Changes will be implemented by the Parties in accordance with the provisions of Section 7 (*Implementation of Mandatory Changes*).
- 6.3 Mandatory Changes shall not be used to diminish the Services provided by Island EMS as defined in Section 4 of the Agreement or to transfer such Services to DHW or a third party. A Change Request which is required by DHW in accordance with Section 3(h) shall be deemed to be a Mandatory Change for the purposes of this Section 6.3.

## 7. Implementation of Mandatory Changes

- 7.1 DHW may require Island EMS to implement a Mandatory Change by the delivery of a written request (each, a "**Mandatory Change Request**") to Island EMS, in which case the following provisions will apply:
  - (a) the Mandatory Change Request will comply with the requirements of Section 4.1(a) to 4.1(g) (*Change Request*);
  - (b) Island EMS's approval of the Mandatory Change Request is not required; and
  - (c) the Mandatory Change Request will immediately become a Change Order for the purposes of Section 8 (*Change Orders*) upon the issuance by DHW, and Island EMS shall implement the Mandatory Change following receipt of the Mandatory Change Request from DHW, as soon as reasonably practicable to do so.

## 8. Change Orders

A Change Request or a Mandatory Change Request will become a "**Change Order**" when the requirements of the procedures to consider such Change Request or Mandatory Change Request set out in this Schedule I (*Change Management Procedures*) have been satisfied, and the Change Request or Mandatory Change Request is Approved by each of the Parties in writing, where such approval is required pursuant to this Schedule I (*Change Management Procedures*).

## **9. Implementation of Change Orders**

Island EMS shall use reasonable efforts to minimize disruption to the delivery of the Services and to the business operations of DHW as the result of the implementation of a Change Order arising from a Change Request or a Mandatory Change Request. The cost of implementing a Change Order will be borne as set out in the Change Order or as otherwise provided in this Agreement.

## **10. Consequential Amendment**

If the Parties proceed with a Change Order (whether as the result of a Change Request or a Mandatory Change Request), then the Change Order will constitute an amendment to the Agreement including the relevant schedules to the Agreement. From and after the effective date of the implementation of a Change Order, the Agreement will be interpreted as amended by the Change Order, and the Agreement, as so amended, will continue in full force and effect for the remainder of the Term.

## **11. Record of Changes**

The Parties shall jointly maintain an accurate and complete record of all changes to the Services contemplated in this Schedule I (*Change Management Procedures*) including all Change Requests, Mandatory Change Requests, Change Proposals, Mandatory Changes, and Change Orders. Such record may be maintained in such form as the Parties may agree pursuant to the Governance Procedures. Each Party shall cooperate to make corrections to such records as the other Party may reasonably request to ensure that the record of all Changes is accurate and complete, in all material respects, at all times throughout the Term.



## **SCHEDULE J DISPUTE RESOLUTION**

### **1. Scope of Disputes**

Without limitation to the right of DHW to terminate this Agreement for an Emergency Breach and excepting the propriety of declaring an Emergency Breach by DHW, all other disputes, issues or problems arising under this Agreement, including without limitation, disputes with respect to:

- (a) scope of the Services;
- (b) compensation, cost adjustments, or investments;
- (c) Service Fees;
- (d) the interpretation of any provision in this Agreement; or
- (e) any other matter mutually referred for Dispute Resolution by the Parties in relation to this Agreement,
- (f) shall be resolved in accordance with this Section.

### **2. Dispute Resolution Process**

DHW and Island EMS shall at all times exercise best efforts to resolve all disputes or issues in a timely and efficient manner.

- (a) The Parties shall make all reasonable efforts to resolve their dispute by amicable discussions and negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these discussions and negotiations. The Parties agree to act in a reasonable and good faith manner in the exercise of their authority under this Agreement.
- (b) Except for purposes of preserving a limitation period or obtaining an appropriate interim order, injunctive relief or other remedy where reasonably necessary, the Parties agree that legal proceedings shall be avoided until the procedures in this Section have been tried in good faith.
- (c) Best efforts shall be used to resolve issues primarily at the appropriate management level and consistent within the principles, intent and accepted practice within the Agreement.
- (d) If the appropriate management team or individual does not resolve the dispute, either Party may escalate the dispute as follows:
  - (i) Level 1: The Quality, Safety, Performance Committee shall address the issue within ten (10) Business Days of receiving notification of the dispute;
  - (ii) Level 2: The Executive Forum, as defined in Section 3.1 of the Agreement, shall address the issue within fifteen (15) Business Days of receiving

notification of the dispute from the Quality, Safety, and Performance Committee;

- (iii) Level 3: If the dispute remains unresolved, either Party may engage a mediator, in accordance with Schedule K (*Mediation Procedures*).
- (e) The Parties agree that they will make every effort to resolve problems before escalating them to the next level.
- (f) Notwithstanding Sections 2(d) and 2(e) above, in the event the Parties agree that the dispute relates to such a critical matter that the escalation process set forth in this Section will not resolve the dispute in a timely or satisfactory manner, on notice to the Quality, Safety, and Performance Committee such Party may accelerate the dispute directly to Level 2.
- (g) Issues and decisions regarding disputes are to be documented in a letter at each level by the Party raising the issue and the decision maker(s), outlining the following:
  - (i) the issue;
  - (ii) the decision or resolution;
  - (iii) whether the decision or resolution is without prejudice; and,
  - (iv) the process for implementation of the decision or resolution.

### **3. Mediation**

- (a) Each Party shall bear its own costs in connection with matters referred to mediation with the costs of the mediator to be shared equally.
- (b) In the event that the Parties are unable to resolve a dispute regarding this Agreement through Levels 1 or 2, then either Party may require mediation pursuant to this provision.
- (c) In the event a matter arises which requires the assistance of a mediator, the Parties agree that within ten (10) Business Days of notification in writing by one of the Parties to the other, the Parties shall appoint a mutually acceptable mediator.
- (d) The mediated negotiations shall be conducted in accordance with the Mediation Procedure attached hereto as Schedule K (*Mediation Procedures*).

### **4. Legal Remedies Preserved**

- (a) Subject to specific matters being dealt with by arbitration as stated in this Agreement, after a matter has proceeded through all levels of dispute resolution as set out above, and the Parties are not able to resolve the dispute, either Party shall be free to pursue all available remedies at law in respect of such matter, including litigation in the courts of the Province of Prince Edward Island.

## **SCHEDULE K MEDIATION PROCEDURES**

### **Appointment of Mediator**

1. The appointed Mediator shall sign a statement verifying that the Mediator has no interest in the case nor is the Mediator aware of any circumstances that could raise the likelihood of a claim of bias in relation to their participation in the mediation.

### **Time and Place of Mediation**

2. The Parties shall use their best efforts to commence the mediation as soon as reasonably possible, and in any event not later than thirty (30) Business Days after the appointment of the Mediator. All mediations shall take place in Charlottetown, Prince Edward Island.

### **Pre-Conference Preparation**

3. Each Party shall prepare a brief summary, not to exceed five (5) pages, of the issues in dispute with the Party's position with respect to those issues, and a list of documents the Party intends to rely on in the mediation.
4. The summaries and documents (subject to paragraph 8 below) shall be delivered to the Mediator and the other Party at least two (2) days before the first mediation conference.

### **Process**

5. At the mediation conference, each Party should be prepared to make a brief oral statement explaining the Party's position.
6. Each Party is expected to participate in structured negotiations with the active assistance of the Mediator.
7. The documents received will be used by the Mediator to understand the position of the Party but may be kept confidential on request of a Party and, if confidentially is requested, the documents shall not be revealed to the other Party.
8. The Mediator may caucus privately with any Party during the mediation conference if the Mediator considers that it will assist the process.
9. Each Party shall co-operate in good faith with the Mediator.
10. Each Party shall attend scheduled conferences and shall co-operate to avoid unnecessary delays. Time shall be of the essence.

### **Presentation**

11. Although oral evidence, other than that of the Parties to the dispute, is not encouraged at a mediation conference, the Mediator may allow persons other than the Parties to make presentations including presentations by way of telephone conference if the Mediator rules that it is just and fair.

### **Representation**

12. A Party may be represented at a mediation conference by counsel or another representative and, if so represented, the Mediator may request the opportunity to meet privately with counsel or that representative at any time during the mediation conference.

### **Record**

13. No transcript shall be kept of the mediation conference.

### **Confidentiality**

14. The Mediator, the Parties and their counsel or representatives shall keep confidential all matters relating to the mediation, except where disclosure of a settlement agreement is necessary to implement or enforce the settlement agreement.

### **Adjournment**

15. The Mediator may adjourn or cancel a mediation conference at any time if they determine that it is not possible or appropriate to continue the mediation.

### **Withdrawal**

16. Either Party may withdraw from the mediation at any time.

### **Settlement Agreement**

17. When the Parties reach a settlement, the Parties shall reduce the agreement to writing. The settlement agreement shall not be confidential once executed, unless expressly agreed to be confidential by the Parties in the mediation agreement.
18. If the Parties are unrepresented, the Mediator may suggest the Parties seek independent legal advice before a settlement agreement is signed.

### **"Without prejudice" Proceeding**

19. In all respects, the mediation conference and any documents produced in the mediation process are deemed to be "without prejudice" to any further proceeding initiated by either Party under this Agreement or for the purposes of any further disputes involving the interpretation and application of this Agreement. The Mediator cannot be called as a witness in any such proceeding and no documents produced in the mediation process are compellable in any other proceeding, and any right to demand such documents is hereby waived.

## **SCHEDULE L INSURANCE COVERAGE**

### **1. Introduction**

Island EMS shall, without limiting their obligation or liabilities and within the Budget, provide, maintain, and pay for, any and all insurance, in amounts and types as further set out in this section, or which it is required by law to carry, or which Island EMS considers necessary to cover risks not otherwise covered by insurance specified in this Article in its sole discretion. DHW shall in no way warrant that the minimum limits listed below are sufficient to protect Island EMS from liabilities that could arise out of the performance of the agreement by Island EMS, its agents, representatives, employees or subcontractors.

#### **1.1 Island EMS is required to ensure the following:**

- (a) All insurance must be primary and not require the sharing of any loss by insurer of DHW;
- (b) All insurers must be licensed in Canada in forms and amounts acceptable to DHW;
- (c) All policies must be endorsed to provide DHW with thirty (30) days advance written notice of cancellation or material change, except for Automobile Liability is on a 60 day written notice basis to the insured;
- (d) If this insurance is written on a claims-made basis it must include the option to purchase as extended reporting period of twenty-four (24) months beyond the date of cancellation or expiry of this Agreement;
- (e) Island EMS must cause all subcontractors performing this work to provide to the Supplier a certificate of insurance confirming the required coverage, or upon request by DHW, provide a certified copy of the required insurance policy;
- (f) Island EMS must provide DHW annually with evidence of all required insurance in the form of a completed certificate of insurance;
  - (i) which is to be submitted to DHW for review and acceptance within thirty (30) days of the date of this approval and prior to commencing any work;
  - (ii) if the insurance expires before the end of the term of this agreement, within ten (10) working days of expiration; and
  - (iii) notwithstanding (i) or (ii) above, if requested by DHW at any time, Island EMS must provide to DHW certified copies of the required insurance policies within five (5) days.
- (g) Island EMS is solely responsible for the full payment of any policy deductibles that apply to claim payments with no contribution for any portion of the deductible from DHW.

## **2. Island EMS Required Insurance Coverage**

### **2.1 Commercial General Liability**

Commercial General Liability in an amount not less than \$10,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

- (a) include "Government of Prince Edward Island" as an additional insured;
- (b) be endorsed to provide DHW with 30 days advance written notice of cancellation or material change;
- (c) include a cross liability clause;
- (d) confirm products and completed operations liability insurance;
- (e) contingent employer's liability; and,
- (f) abuse coverage extension.

### **2.2 Non-owned Automobile Liability**

Non-owned Automobile Liability in an amount not less than \$10,000,000.00 per occurrence, insuring Island EMS against liability for loss or damage arising from an employee's use or operation of any automobile not owned in whole or in part by or licensed in the name of Island EMS.

### **2.3 Automobile Liability**

Automobile Liability on all vehicles owned, operated, leased, or licensed by Island EMS in an amount not less than \$10,000,000.00 per occurrence.

### **2.4 Cyber Liability (Data breach coverage)**

This insurance is required for liabilities arising out of damage resulting from any activity connected with the existence, design, management or implementation of products or services produced by Island EMS or during DHW's use of such products or services. This insurance policy will include the following provisions:

- (a) A policy limit of liability of \$10,000,000.00 per occurrence (this may be structured as primary plus supplementary layers or primary plus umbrella and/or excess)
- (b) Any negligence by an insured or any other person will not invalidate the insurance with respect to DHW.
- (c) Primary insurance without right of contribution from any other insurance carried by DHW.

### **2.5 Cyber Extortion Insurance**

This Insurance is required for liabilities arising out of damage resulting from any responses to a cyber extortion incident or any activity connected with ransomware as a type of malicious software which encrypts data or locks access to Province's critical applications, products or services that are provided by Island EMS or other type of denial-of-service attacks that disrupt networks or threats to disclose Information assets held by Supplier/Service Provider unless a specific demand is met. This insurance policy will include the following provisions:

- (a) A policy limit of liability of \$10,000,000.00 (this may be structured as primary plus supplementary layers or primary plus umbrella and/or excess).
- (b) Any negligence by an insured or any other person will not invalidate the insurance with respect to DHW.
- (c) (c) Primary insurance without right of contribution from any other insurance carried by DHW.

## 2.6 Professional Liability / Island EMS

Professional Liability in an amount not less than \$10,000,000.00 per claim, insuring Island EMS's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province thirty (30) days advance written notice of cancellation.

## 2.7 Professional Liability / Employees of Island EMS

Island EMS will maintain professional liability insurance for all employees of Island EMS in an amount of not less than \$10,000,000.00 per claim.

## 2.8 Increase in Amount of Insurance

At any time during the Term of this Agreement DHW may require Island EMS to seek to increase or change its insurance types or amounts, and upon doing so Island EMS shall obtain quotes for the increases, provide same to DHW and if DHW wishes to proceed, Island EMS shall put in place such insurance as DHW may require.

## **SCHEDULE M SERVICE FEES BILLING PROGRAM**

Island EMS is responsible to bill for the Services Fees provided as provided for in the DHW Ground Ambulance Service Fees Policy, or its successor policy, and as amended from time to time ("Policy"), and to collect the Service Fees billed and remit all Service Fees collected to DHW, as provided in Section 17 of Schedule A (Statement of Work) of the Agreement. Other than as provided through Change Management, Island EMS shall not be entitled to any compensation for billing, collection, and remittance of Service Fees, other than that provided for in the Agreement or the incentives provided for herein.

The manner of billing and the amount of the Service Fees billed by Island EMS for Ambulance Services shall be strictly in accordance with Policy.

Island EMS is expected to have an annual collection rate between sixty-five (65%) and seventy percent (70%) in respect of the Service Fees billed.

All amounts collected by Island EMS up to and including seventy percent (70%) of the Service Fees in any fiscal year shall be remitted to DHW in accordance with provisions of this agreement.

Any amounts collected by Island EMS above seventy percent (70%) of the Service Fees in any fiscal year, less the costs of collection for that portion, shall be split equally between DHW and Island EMS.

Island EMS shall provide DHW with its policy or process for debt collection which shall be approved by DHW, or amended as DHW may require. If at any point the costs of collection exceed more than 10% of the budgeted costs for collection, Island EMS shall report to DHW for discussion and direction. Island EMS shall use its best efforts to collect all Service Fees.

If at the end of any Fiscal Year Island EMS has collected less than sixty-five percent (65%) of the Service Fees in that year other than where caused by an Extraordinary Occurrence, then DHW reserves the right to terminate this billing and collection arrangement on ninety (90) days' prior written notice and deduct from the next year's Annual Payment the pro-rata cost to Island EMS in the year of termination of providing this billing and collection service.

Collections made by Island EMS shall be remitted to DHW on the last day of each month and every month following the month in which they were collected during the Term of the Agreement on the terms as set out above.

Notwithstanding any other provision of this Agreement, DHW may, at any time, through the Change Management Procedures described in Schedule 1 (Change Management Procedures) assume responsibility for the billing and collection of Service Fees, alternatively, contract with a third party for the billing and collection of such fees. Not later than sixty (60) days after the day DHW assumes responsibility for the billing and collection of Service Fees, or contracts with a third party for the billing and collection of such fees, Island EMS shall finalize and pay all amounts collected by Island EMS and owing as set out above.

Island EMS shall provide DHW with all records, information, data and statistics relating to the billing and collection of Service Fees for Services forthwith upon request by DHW. Island EMS



shall use its best efforts to collect all Service Fees acknowledges that all such records, information, data and statistics related to the billing and collection of fees shall become the property of DHW on termination of the Agreement, as provided in Section 15 (*Transition Services*) of the Agreement.

## SCHEDULE N RECORD OF DATA SYSTEMS

Island EMS shall manage the following Data Systems:

Category	Data System Name	Vendor/ Company Name	System/ Solution Name	Category
Patient Care Record	PEI Special Patient Program (SPP)	iNet Public Safety Inc.	iNet Public Safety	A
	Medical Therapeutic System (MTS)	Zoll Medical	Zoll	A
	Patient ECG / Defibrillator Record Storage	Zoll Medical	Zoll	A
	Ground Ambulance ePCR	ESO Solutions	iMedic	A
	Community Paramedicine Charting Platform	ESO Solutions	Radius	A
	ePCR Surveillance / Trending / Reporting	FirstWatch Solutions	FirstWatch	A
	Patient Care Video Consultation	GoodSAM Limited	GoodSAM	B
Operational Records (Including Fleet and Asset Management)	Driving Monitoring	Ferno Canada	AceTech	A
	Drug Lockbox	EMS Logik	NarcBox	A
	MG90	Sierra Wireless	Sierra	A
	RFID (High Value Asset Tracking)	Tile	Tile	A
	Temperature Monitoring	Sierra Wireless	Sierra Systems	A
	Fleet Asset Management	Collective Data	Collective Data	D
	Provincial Automated External Defibrillator Registry	GoodSAM Limited	GoodSAM	B
Dispatch and Voice Logger Records	Call-taking Software	Priority Dispatch Systems	ProQA	A
	Call-taking Auditing	Priority Dispatch Systems	AQUA	A
	Computer Aided Dispatch (CAD), iNet Mobile	iNet Public Safety Inc.	Inet	A
	CAD Surveillance	FirstWatch Solutions	Firstwatch	A

Category	Data System Name	Vendor/ Company Name	System/ Solution Name	Category
	Voice Recorder for Public Safety Telephone Calls	NICE	Recorder	C
	Voice Recorder For All Other Calls	Bell Canada	Bell On Demand Contact Centre (ODCC)	A
Support Systems	Staff Scheduling	Ultimate Kronos Group	Telestaff	D
	Human Capital Management System	WorkDay	Workday	D
	Learning Management System	iTacit	iTacit	D

### Legend of Data System Categories

Category A: Data System owned or for which Island EMS is the primary contracting party, as a Factor of Production, which will be transferred to DHW upon termination of this Agreement.

Category B: Data System owned or for which DHW is the primary contracting party, as a Factor of Production.

Category C: Data System owned by, or for which the primary contracting party is, another department of the Government of Prince Edward Island that is not DHW, as a Factor of Production.

Category D: Data Systems that are Island EMS Factors of Production, for which Island EMS will ensure that data is available to DHW for the period of time required by DHW after the Agreement is terminated.

**SCHEDULE O  
DHW-OWNED ASSETS**

**Equipment**

Item	Serial #	Purchased/Leased	Year Purchased/Leased
Hamilton T1 Ventilator	28576	Purchased	2024
Hamilton T1 Ventilator	28595	Purchased	2024
Hamilton T1 Ventilator	28605	Purchased	2024
Abbott iStat Portable Blood Gas Analyzer	441338	Purchased	2024
Abbott iStat Portable Blood Gas Analyzer	439958	Purchased	2024
Abbott iStat Portable Blood Gas Analyzer	441400	Purchased	2024
Abbott iStat Portable Blood Gas Analyzer	439972	Purchased	2024
Zoll AutoPulse	24950	Purchased	2024
Zoll AutoPulse	24944	Purchased	2024
Zoll AutoPulse	24945	Purchased	2024
Zoll AutoPulse	24951	Purchased	2024
Zoll AutoPulse	24940	Purchased	2024
McGrath Video Laryngoscope	141910	Purchased	2024
McGrath Video Laryngoscope	141882	Purchased	2024
McGrath Video Laryngoscope	141912	Purchased	2024

## Vehicles

Unit	VIN	Plate	Make	Model	Year	Purchased or Leased	Lease Start	Lease End	Residual Owed
98	W1W4NBHY8PP596876	739AEJ	Mercedes-Benz	Sprinter 2500	2023	Leased	25-Jul-24	25-Jul-28	\$1.00
99	W1W4NBHY6PP596875	C063C	Mercedes-Benz	Sprinter 2500	2023	Leased	25-Jul-24	25-Jul-28	\$1.00
PTU-3	3C6MRVJG0PE531532	244HH	Dodge	Promaster	2023	Purchased	N/A	N/A	N/A
PTU-4	3C6MRVJG9PE531531	243HH	Dodge	Promaster	2023	Purchased	N/A	N/A	N/A
PTU-5	1FDBF8XG8SKA00744	TBC	Ford	Transit	2024	Purchased	N/A	N/A	N/A
PTU-6	1FDBF8XG4SKA00823	TBC	Ford	Transit	2024	Purchased	N/A	N/A	N/A
R10	1GNEVFKW6PJ314954	181AAV	Chevrolet	Traverse	2023	Purchased	N/A	N/A	N/A
R8	1GNEVFKW9PJ314978	161AAR	Chevrolet	Traverse	2023	Purchased	N/A	N/A	N/A
R9	1GNEVFKW1PJ314957	171AAV	Chevrolet	Traverse	2023	Purchased	N/A	N/A	N/A