

EMS CROSS BORDER BILLING AGREEMENT

AGREEMENT UNDER SUBSECTION 6(3) OF THE AMBULANCE ACT, R.S.O. 1990, c.A.19, as amended, MADE THIS DAY OF , 2023.

BETWEEN:

The County of Bruce ("Bruce")

AND:

The County of Huron ("Huron")

WHEREAS The County of Bruce and the County of Huron wish to agree as between them on both criteria and process for the provision and payment for land ambulance services provided by each of them for the benefit of the other;

NOW THEREFORE BE IT AGREED THAT:

1. If, during the term of this agreement, either Bruce or Huron receives a call from the other to provide land ambulance services within the geographical boundaries of the other ("inter-municipal ambulance services"), Bruce or Huron, as the case may be, is entitled to recover costs under the following circumstances:
 - a. The applicable standard cost per call for those calls which are coded by the applicable Central Ambulance Communications Centre ("CACC") as Codes "3" and "4" (or equivalent in an alternate Prioritization Protocol, and, which have a valid T4 time in the ADDAS database.
 - b. The applicable standard cost per call for those calls which are coded by the applicable CACC as Codes "1" or "2" (or equivalent in an alternate Prioritization Protocol), which have a valid T5 time in the ADDAS database and a patient was transported and are not identified as repatriation calls.
 - c. No payment per ambulance call for those calls which are coded by the applicable CACC as Codes "1" or "2" (or equivalent in an alternate Prioritization Protocol) and are identified as repatriation calls. Repatriation calls are those identified as Codes

- d. Half of the applicable standard cost per call for those calls which are coded by the applicable CACC as a Code “8” (or equivalent in an alternate Prioritization Protocol) and where the standby location was within the geographical boundary of the other party’s municipality.
2. The applicable standard cost per call referred to in paragraph 1 above shall be the rates as established by the Ontario Regional and Single Tier Treasurer’s Group as amended annually for the preceding year.
3. Within ninety (90) days of the conclusion of each calendar year each party shall forward the details of the inter-municipal calls performed to the other party. The parties shall have sixty (60) days to verify the calls are accurately assigned to their municipality and come to agreement on the net cost for inter-municipal ambulance services. The invoice shall be payable within sixty (60) days of the parties coming to agreement on the net cost for inter-municipal land ambulance services in the calendar year with interest thereafter at a rate of 8% per annum.
4. The Agreement shall have a term of five (5) years, commencing January 1, 2022 and continuing to December 31, 2026.
5. Despite Section 4, this agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party if there is a material change of legislation or funding of either party’s inter-municipal land ambulance service by the Ministry of Health and Long Term Care (or any successor thereto).
6. The parties agree that this agreement is entered into without prejudice or precedent with respect to the settlement of costs for inter-municipal ambulance service prior to the date of commencement of this agreement.
7. This agreement may be executed in counterpart.

8. This agreement ensures to the benefit of, and is binding upon the successors and assigns of the parties.

9. The Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada.

10. Any notice required under this Agreement shall be delivered by hand or by fax as follows to:

a. County of Bruce

30 PARK STREET
P.O. BOX #70
WALKERTON, ON N0G 2V0
Attention: Mr. Steve Schaus, Chief
Fax:

b. Count of Huron

1 Courthouse Square
Goderich, ON N7A 1M2
Attention: Mr. Jeff Horseman, Chief, Emergency Services
Fax: 519-524-5147

The Corporation of the County of Bruce

Warden

County Clerk

I/We have the authority to bind the Corporation

The Corporation of the County of Huron

Warden

County Clerk

I/We have the authority to bind the Corporation