TO: Chair and Members
   Emergency & Community Services Committee

WARD(S) AFFECTED: CITY WIDE

COMMITTEE DATE: March 24, 2010

SUBJECT/REPORT NO:
Cross Border Billing for Land Ambulance Fees (HES10002) (City Wide)

SUBMITTED BY:
Jim Kay
General Manager/Chief,
Hamilton Emergency Services

PREPARED BY:
Brent Browett (905) 546-2424 ext. 7741

SIGNATURE:

RECOMMENDATION:

(a) That the Regional and Single Tier Treasurers’ recommended table for generic ambulance service fees – Emergency Medical Services Cross Boarder Billing Calculated Fixed Costs per Call (attached as Appendix “A” to Report HES10002), be endorsed;

(b) That staff be directed to utilize the Regional and Single Tier Treasurers’ recommended table for generic ambulance fees – Emergency Medical Services Cross Boarder Billing Calculated Fixed Costs per Call (attached as Appendix “A” to Report HES10002), as the reference source when calculating costs to resolve the land ambulance cross border billing files for the period of January 1, 2008 to December 31, 2009;

(c) That, in future years, staff be directed to utilize the most current Regional and Single Tier Treasurers’ recommended table for generic ambulance service fees when calculating costs to resolve the land ambulance cross border billing files;

(d) That the Mayor and City Clerk be authorized and directed to execute all Mutual Release Agreements for Payment of Funds, respecting Cross Border Billing for Land Ambulance Fees (attached as Appendix “B” to Report HES10002), as
required from year-to-year, subject to any amendments negotiated by the Director of Hamilton Emergency Services to be in a form satisfactory to the City Solicitor;

(e) That the Mayor and Clerk be authorized and directed to execute the Mutual Release Agreements for Receipt of Funds, respecting Cross Border Billing for Land Ambulance Fees (attached as Appendix “C” to Report HES10002), as required from year-to-year, subject to any amendments negotiated by the Director of Hamilton Emergency Services to be in a form satisfactory to the City Solicitor.

EXECUTIVE SUMMARY

Pursuant to the Provincial mandate, which requires municipalities to assume land ambulance services, Hamilton Emergency Services – Emergency Medical Services (HES-EMS) has accumulated outstanding cross border billing liabilities, from circumstances where EMS has shared ambulance resources between municipalities to meet the community needs, from August 1, 2008 to present.

The Regional and Single Tier Treasurers (RSTT) group has agreed on a standard process and fees to resolve the liabilities/receivables beginning in January 1, 2001 (as that is the first full year for all municipalities) and have recently updated the table to include 2008 and 2009. Therefore, staff is recommending that the City of Hamilton (City) enter into both the Mutual Release Agreement for Payment of Funds (by the City) and the Mutual Release Agreement for Receipt of Funds (by the City), with other Ontario municipalities, in order to resolve the City’s files for the period of January 1, 2008 to December 31, 2009.

Council had previously approved the rates for 2001 to 2007 inclusive and Mutual Release Agreements for that period (Cross Border Billing for Land Ambulance Fees (HES08003) (City Wide).

Alternatives for Consideration – Not Applicable

FINANCIAL / STAFFING / LEGAL IMPLICATIONS (for Recommendation(s) only)

Financial:

For 2008 and 2009 the City’s net accrual is $301,698, for the purpose of paying other municipalities for their outstanding "cross border” services for the period January 1, 2008 to December 31, 2009. At this time it is projected that the accruals will be sufficient and therefore staff do not anticipate a variance.
Staffing:

There are no staffing implications.

Legal:

By entering into the Mutual Release Agreement with the various municipalities in the province of Ontario, each party will be releasing the other from all claims and liabilities in connection with the costs for all ambulance calls during the applicable fiscal period. The Mutual Release Agreement will be rendered null and void if the Province enacts legislation, which affects the ambulance call payment. The Legal Services Division will be consulted for any municipality that seeks materially different language in the generic agreements (attached as Appendices “B” and “C” to Report HES10002).

HISTORICAL BACKGROUND  (Chronology of events)

During the transition of land ambulance services from the Province to upper tier municipalities, the Province established five (5) fundamental principles the ambulance service should follow, one being seamlessness. The principle of seamlessness\(^1\) is described as:

- The closest ambulance will respond, at any time, in any jurisdiction, regardless of the political, administrative or other boundaries.
- The Central Ambulance Communication Centre ensures the appropriate ambulance resources are dispatched to major incidents (disasters), while continuing to ensure local ambulance needs are met.
- Ambulance services must always be readily available regardless of location or timing.

As per Section 6.(3) of the Ambulance Act… “If an ambulance is dispatched from an ambulance service situated in an upper-tier municipality or in a local municipality to an area situated in another upper-tier municipality or local municipality, the affected upper-tier and local municipalities may enter into an agreement with respect to the costs associated with the provision of land ambulance services in both municipalities.” In the event that no agreement is reached, the province implemented a default costing formula in Section 16 of O.Reg. 129/99 (as amended) entitled Costs Associated with the Provision of Land Ambulance Services.

\(^1\) Land Ambulance Transition Practical Guide, Developed by the Ontario Ministry of Health and Long-Term Care in consultation with the MOH-AMO Land Ambulance Implementation Steering Committee, August 1999.
The principles and process suggested by the RSTT for assigning a fixed unit cost for 2006 and beyond is based on provincial assumption of repatriating patients to their municipality of origin and inter-facility transfer costs. Although the RSTT recommendations are not binding to the City, they do seem reasonable and have been previously approved by Council. Therefore, staff is recommending that the principles be continued void any change in the cross border billing regulation.

If approved, the City will enter into the Mutual Release Agreement for Payment of Funds (attached as Appendix “B” to Report HES10002) and the Mutual Release Agreement for Receipt of Funds (attached as Appendix “C” to Report HES10002), when required, with each of the participating municipalities.

The Director of EMS/Deputy will be working with his counterparts in the other thirty-six (36) Ontario municipalities to resolve all the City’s files for the period of January 1, 2008 to December 31, 2009.

### POLICY IMPLICATIONS

None.

### RELEVANT CONSULTATION

Corporate Services Department, Legal Services Division
Corporate Services Department, Budgets and Finance Division

### ANALYSIS / RATIONALE FOR RECOMMENDATION

(Include Performance Measurement/Benchmarking Data, if applicable)

Entering into such agreements will allow the City to conclusively close the file on these matters and balance the associated finances in this area.

### ALTERNATIVES FOR CONSIDERATION:

(Include Financial, Staffing, Legal and Policy Implications and pros and cons for each alternative)

As the City is mandated by the Province to assume these responsibilities, there is no alternative.

**Skilled, Innovative & Respectful Organization**
- A culture of excellence
- A skilled, adaptive and diverse workforce, i.e. more flexible staff
- More innovation, greater teamwork, better client focus

**Financial Sustainability**
- Financially Sustainable City by 2020
- Delivery of municipal services and management capital assets/liabilities in a sustainable, innovative and cost effective manner
- Address infrastructure deficiencies and unfunded liabilities

**Intergovernmental Relationships**
- Influence federal and provincial policy development to benefit Hamilton
- Acquire greater share of Provincial and Federal grants (including those that meet specific needs)
- Maintain effective relationships with other public agencies

**Growing Our Economy**
- An improved customer service

**Social Development**
- Residents in need have access to adequate support services

**Environmental Stewardship**
- Natural resources are protected and enhanced
- Reduced impact of City activities on the environment
- Aspiring to the highest environmental standards

Vision: To be the best place in Canada to raise a child, promote innovation, engage citizens and provide diverse economic opportunities.
Values: Honest, Accountability, Innovation, Leadership, Respect, Excellence, Teamwork
Healthy Community

- Adequate access to food, water, shelter and income, safety, work, recreation and support for all (Human Services)

APPENDICES / SCHEDULES

Appendix A to Report HES10002
Appendix B to Report HES10002
Appendix C to Report HES10002
### EMERGENCY MEDICAL SERVICES
### CROSS BORDER BILLING
### CALCULATION OF FIXED COST PER CALL

#### AMBULANCE RATE:

<table>
<thead>
<tr>
<th></th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>% Increase</th>
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<td>PCP Hourly Rate</td>
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<tr>
<td>Staffing Cost per Hour</td>
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<td>Total Cost per Hour</td>
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<tr>
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<td>$193.00</td>
<td>$198.00</td>
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For an Ambulance response with two (2) Paramedics.

### EMERGENCY RESPONSE UNIT RATE:

#### ERU RATE

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<th>2006</th>
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<th>2009</th>
<th>% Increase</th>
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<tr>
<td>ACP Hourly Rate</td>
<td>$33.12</td>
<td>$34.09</td>
<td>$35.47</td>
<td>$36.25</td>
<td></td>
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<tr>
<td>Benefit Costs</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
<td>20%</td>
<td></td>
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<tr>
<td>Staffing Cost per Hour</td>
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<tr>
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<td>$17.50</td>
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<tr>
<td>Station Cost Allocation</td>
<td>$10.00</td>
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<td>$11.00</td>
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<td>Vehicle Cost Allocation</td>
<td>$30.00</td>
<td>$32.50</td>
<td>$36.00</td>
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<tr>
<td>Total Cost per Hour</td>
<td>$95.00</td>
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<tr>
<td>Average Call Length</td>
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<td>Cost per Call</td>
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<td>$143.00</td>
<td>$147.00</td>
<td>2.8%</td>
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</table>

For an Emergency Response Unit (ERU) response with one (1) Paramedic.
MUTUAL RELEASE (WHERE CITY OF HAMILTON MAKES PAYMENT)

WHEREAS the City of Hamilton ("CoH") is responsible for payment for all ambulance calls within the geographic boundaries of the City of Hamilton in the Province of Ontario;

AND WHEREAS The Corporation of the County of XXXX ("XXXX") is responsible for payment for all ambulance calls within the geographic boundaries of the County of XXXX in the Province of Ontario;

AND WHEREAS, in the interests of public health and welfare, CoH responds to ambulance calls within the geographic boundaries of the County of XXXX, and, XXXX responds to ambulance calls within the geographic boundaries of the City of Hamilton (the “Ambulance Calls”) for the purposes of providing prompt response times;

AND WHEREAS in the fiscal years commencing January 1, 2008 and ending on December 31, 2009 inclusive (the “Applicable Fiscal Period”), the County of XXXX made more Ambulance Calls within the geographic boundaries of the City of Hamilton than the Ambulance Calls that CoH made within the geographic boundaries of the County of XXXX, the particulars of which are annexed hereto as Schedule “A”;

AND WHEREAS CoH has agreed to remit to XXXX a one-time payment in the amount of ____________________________ DOLLARS ($_________.____) to compensate XXXX for the net Ambulance Calls during the Applicable Fiscal Period (the “Net Ambulance Calls”), the breakdown of which is annexed hereto as Schedule “A” (the “Ambulance Call Payment”);

AND WHEREAS XXXX and CoH have agreed to execute this document for the purpose of confirming that the Ambulance Call Payment represents a full and final resolution for all amounts owing for the Net Ambulance Calls that were made during the Applicable Fiscal Period;

IN WITNESS WHEREOF XXXX on the one hand and CoH on the other hand for themselves and on behalf of their successors and assigns in consideration of the Ambulance Call Payment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby irrevocably release, remise and forever discharge each other from and against any and all manner of actions, costs, liabilities, causes of actions, costs, suits, proceedings, covenants, contracts, claims, damages and demands whatsoever which each ever had, now has, can or shall, or may hereafter have against the other in connection with the costs for all Ambulance Calls during the Applicable Fiscal Period.

AND for the said consideration, the parties further agree not to make any claim or take any proceedings in connection with any claims released herein against any other person or corporation who might claim contribution or indemnity or declaratory relief from the parties discharged by this Mutual Release.
IT IS UNDERSTOOD AND AGREED that the mutual release herein shall relate only to each party’s costs for the Ambulance Calls. In the event a claim is made by a third party in connection with the Ambulance Calls, this mutual release shall not serve to preclude either party from seeking relief from the other in connection with such third party claims.

IT IS ACKNOWLEDGED AND AGREED that the Province of Ontario may implement legislation that could impact the required payments for Ambulance Calls for the Applicable Fiscal Period. In the event that the Province of Ontario passes legislation that has effect of amending the Ambulance Call Payment for the Applicable Fiscal Period, CoH and XXXX hereby acknowledge that the Ambulance Call Payment in the amount of ____________________ DOLLARS ($__________.____) for the Applicable Fiscal Period shall be returned to CoH and such legislation shall govern any payment required from CoH to XXXX for the Net Ambulance Calls for the Applicable Fiscal Period. In such event, this Mutual Release shall be null and void and the parties shall comply with the said legislation. Upon completing any payment required by the said legislation, XXXX and CoH shall execute a Mutual Release in a form satisfactory to their respective solicitors.

IT IS FURTHER UNDERSTOOD AND AGREED that unless otherwise agreed by the parties, any method of calculation to determine the Ambulance Call Payment shall not necessarily be the criteria upon which payments for Ambulance Calls will be determined for periods other than the Applicable Fiscal Period.

IT IS FURTHER AGREED that all parties will execute such further and other documents and assurances as may be reasonably required in order to give effect to this agreement.

THIS MUTUAL RELEASE shall enure to the benefit of the parties hereto, their successors and assigns, and shall be binding upon the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release as of the ___ day of ____________, 201__.

CITY OF HAMILTON

Per: Mayor

Per: City Clerk

THE CORPORATION OF THE XXXX

Per: ____________________

Per: ____________________
# SCHEDULE “A”

City of Hamilton and County of XXXX

<table>
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<tr>
<th>Year</th>
<th>XXX Calls in CoH</th>
<th>CoH Calls in xx</th>
<th>Net Calls</th>
<th>Cost Per Call</th>
<th>Amount Owing</th>
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<tr>
<td>2009</td>
<td></td>
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</tr>
</tbody>
</table>

|                  | 129.00 | 137.00 | 142.00 | 154.00 | 164.00 | 175.00 | 184.00 | 193.00 | 196.00 |
|                  |        |        |        |        |        |        |        |        |        |

|                  | Sub-Total |
|                  |           |
MUTUAL RELEASE (WHERE CITY OF HAMILTON RECEIVES PAYMENT)

WHEREAS the City of Hamilton ("CoH") is responsible for payment for all ambulance calls within the geographic boundaries of the City of Hamilton in the Province of Ontario;

AND WHEREAS The Corporation of the County of XXXX ("XXXX") is responsible for payment for all ambulance calls within the geographic boundaries of the County of XXXX in the Province of Ontario;

AND WHEREAS, in the interests of public health and welfare, CoH responds to ambulance calls within the geographic boundaries of the County of XXXX, and, XXXX responds to ambulance calls within the geographic boundaries of the City of Hamilton (the "Ambulance Calls") for the purposes of providing prompt response times;

AND WHEREAS in the fiscal years commencing January 1, 2008 and ending on December 31, 2009 inclusive (the “Applicable Fiscal Period”), CoH made more Ambulance Calls within the geographic boundaries of the County of XXXX than the Ambulance Calls that the County of XXXX made within the geographic boundaries of the City of Hamilton, the particulars of which are annexed hereto as Schedule “A”;

AND WHEREAS XXXX has agreed to remit to CoH a one-time payment in the amount of ____________________ DOLLARS ($_________.____) to compensate CoH for the net Ambulance Calls during the Applicable Fiscal Period (the “Net Ambulance Calls”), the breakdown of which is annexed hereto as Schedule “A” (the “Ambulance Call Payment”);

AND WHEREAS XXXX and CoH have agreed to execute this document for the purpose of confirming that the Ambulance Call Payment represents a full and final resolution for all amounts owing for the Net Ambulance Calls that were made during the Applicable Fiscal Period;

IN WITNESS WHEREOF XXXX on the one hand and CoH on the other hand for themselves and on behalf of their successors and assigns in consideration of the Ambulance Call Payment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby irrevocably release, remise and forever discharge each other from and against any and all manner of actions, costs, liabilities, causes of actions, costs, suits, proceedings, covenants, contracts, claims, damages and demands whatsoever which each ever had, now has, can or shall, or may hereafter have against the other in connection with the costs for all Ambulance Calls during the Applicable Fiscal Period.

AND for the said consideration, the parties further agree not to make any claim or take any proceedings in connection with any claims released herein against any other person or corporation who might claim contribution or indemnity or declaratory relief from the parties discharged by this Mutual Release.
IT IS UNDERSTOOD AND AGREED that the mutual release herein shall relate only to each party’s costs for the Ambulance Calls. In the event a claim is made by a third party in connection with the Ambulance Calls, this mutual release shall not serve to preclude either party from seeking relief from the other in connection with such third party claims.

IT IS ACKNOWLEDGED AND AGREED that the Province of Ontario may implement legislation that could impact the required payments for Ambulance Calls for the Applicable Fiscal Period. In the event that the Province of Ontario passes legislation that has the effect of amending the Ambulance Call Payment for the Applicable Fiscal Period, CoH and XXXX hereby acknowledge that the Ambulance Call Payment in the amount of __________________ DOLLARS ($_________.____) for the Applicable Fiscal Period shall be returned to XXXX and such legislation shall govern any payment required from XXXX to CoH for the Net Ambulance Calls for the Applicable Fiscal Period. In such event, this Mutual Release shall be null and void and the parties shall comply with the said legislation. Upon completing any payment required by the said legislation, XXXX and CoH shall execute a Mutual Release in a form satisfactory to their respective solicitors.

IT IS FURTHER UNDERSTOOD AND AGREED that unless otherwise agreed by the parties, any method of calculation to determine the Ambulance Call Payment shall not necessarily be the criteria upon which payments for Ambulance Calls will be determined for periods other than the Applicable Fiscal Period.

IT IS FURTHER AGREED that all parties will execute such further and other documents and assurances as may be reasonably required in order to give effect to this agreement.

THIS MUTUAL RELEASE shall enure to the benefit of the parties hereto, their successors and assigns, and shall be binding upon the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release as of the day of , 201__.

CITY OF HAMILTON

Per: Mayor

Per: City Clerk

THE CORPORATION OF THE XXXX

Per: ,

Per: ,
SCHEDULE “A”

City of Hamilton and County of XXXX

<table>
<thead>
<tr>
<th>Year</th>
<th>XXX Calls in CoH</th>
<th>CoH Calls in xx</th>
<th>Net Calls</th>
<th>Cost Per Call</th>
<th>Amount Owing</th>
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Sub-Total