

**This AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**Between:**

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

**(hereinafter called the “City”)**

**-and-**

**COMMUNITY CARE CITY OF KAWARTHA LAKES**

**(hereinafter called the “Operator”)**

**WHEREAS** the City desires to retain the Operator to provide non-urgent stretcher transportation services (the “services”) within the City and to locations outside the City; and,

**WHEREAS** the Operator has agreed to provide the services for the City; and,

**WHEREAS** the City and the Operator have agreed to the terms and conditions for the provision of the services.

1. The services are to be provided for individuals that reside in the City of Kawartha Lakes (CKL), non CKL resident billable transports require approval by the Kawartha Lakes Paramedic Service On-Duty Superintendent 1-866-856-3248.
2. The Term of this Agreement shall be for a period of one (1) year, commencing (January 1, 2023). This Term shall renew automatically for an additional one (1) year Term, unless either party provides written notice of termination to either party at least 30 days in advance of the last day of the Term, in which case this agreement shall terminate at the expiration of the Term.
3. The nature of the agreement is for the Operator to provide non-urgent transfer and/or discharge from home, hospital, and/or for medical treatment to facilitate ambulance availability for emergency response.
4. The Operator shall supply equipment (fleet, stretchers, etc.) for this Agreement except as otherwise agreed upon. The Operator will ensure all equipment are maintained and safety inspected according to Ontario Ministry standards.

5. The hours of Transportation Service are as follows:

Service	Monday-Friday (830-1600 hours) *Regular business hours	Saturday, Sunday & Statutory Holidays (800- 2200 hours)	Monday-Friday (1600-2200 hours)
Wheelchair & Walk On/Ambulatory	Yes	Yes	Yes
Stretcher	Yes	Not available	Not available

6. The Operator must be available 24/7 as part of the City of Kawartha Lakes disaster plan (i.e. evacuation of a Long Term Care Facility), by contacting the Director, Community Support Services, Community Care City of Kawartha Lakes (705)340-2738.
7. Fees for the provision of the Services can be found below and will be based upon total travelled kilometers.

Price/km	
0-99km	\$85
100-199km	\$130
200+	\$180
Admin fee (per one way client trip)	\$8

8. All services will be subject to an Administrative Fee (per one-way client trip) of \$8.
9. Cancellations of booked services will be billed at half of the scheduled total kilometre travel rate for the transportation method of service.
10. Invoices for services will be sent in a timely manner at the end of each month and will provide rationale for transport (i.e. naming the medical institution/treatment center and that the service was provided for a City of Kawartha Lakes resident).
11. The Operator shall indemnify and save harmless the City from loss, damage, expense and all suits claims, proceedings, cause of action and demands arising by reason of or connected in any way with the operation or provisions of the services.

12. The Supplier hereby agrees to put in effect and maintain insurance for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following comprehensive commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10 million per occurrence. The policy shall include, but not be limited to, the following:
- (a) the Purchaser as an additional insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement
  - (b) products and completed operations
  - (c) professional liability insurance
  - (d) contractual liability coverage
  - (e) cross-liability clause
  - (f) 30 Day written notice of cancellation, termination or material change
  - (g) owned automobile coverage with blanket contractual coverage for hired automobiles, if applicable
  - (h) non-owned automobile coverage with blanket contractual coverage for hired automobiles.
13. The City has the right, notwithstanding the termination date of this contract, after the first year of this contract, to cancel this agreement for any reason by giving the Operator six (6) months' notice of its intention to cancel. The City shall not be liable for costs or damages of any kind caused by the Operator by such cancellation.

**IN WITNESS WHEREOF** the parties have affixed their corporate seals duly attested by their authorized officers in that behalf on the date first written above.

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES:**

X \_\_\_\_\_  
Mayor, City of Kawartha Lakes

X \_\_\_\_\_  
City Clerk, City of Kawartha Lakes

**COMMUNITY CARE CITY OF KAWARTHA LAKES:**

X \_\_\_\_\_  
Jordan Prosper  
Director, Community Support Services  
Community Care City of Kawartha Lakes

X \_\_\_\_\_  
Renee FitzGerald  
Manager, Transportation Services  
Community Care City of Kawartha Lakes