



**AGREEMENT FOR PROVISION OF CHARTERED SURGICAL
FACILITY SERVICES RELATED TO ORTHOPEDIC INSURED SURGICAL
SERVICES**

THIS SERVICES AGREEMENT is made effective as of the 30th day of
September 2026 (the “**Effective Date**”).

BETWEEN:

**ACUTE CARE ALBERTA
("ACA")**

- and -

ENOCH CREE NATION-WEISS MEDICAL CLINIC LIMITED PARTNERSHIP, a
limited partnership formed pursuant to the laws of Alberta among the Enoch
Sovereign Medical Trustee Corporation and Weiss Clinic Inc., as represented by
its General Partner, Enoch Cree Nation-Weiss Medical Clinic GP Ltd.

(the “**Service Provider**”)
(collectively, the “**Parties**” and each of them, a “**Party**”),

WHEREAS:

- A. ACA wishes to retain the Service Provider to perform the Services and the Service Provider desires to perform the Services, in each case in accordance with, and subject to, the terms and conditions of this Agreement; and
- B. The Parties wish to define and clarify their respective rights and obligations with respect to the provision of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is irrevocably acknowledged, the Parties agree as follows:

**Article 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 Definitions

In this Agreement including its preamble and Schedules, unless something in the context is inconsistent therewith, capitalized terms have the meaning as set out in Schedule “A”.



1.2 Certain Rules of Interpretation

(a) Business Day

Where any time period limited by this Agreement expires on a day other than a Business Day, the time period is extended to the next succeeding Business Day.

(b) Currency

Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.

(c) Extended Meanings

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

(d) Governing Law

This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta and each Party submits to the exclusive jurisdiction of any Alberta courts sitting in Calgary or Edmonton.

(e) Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. Unless something in the context is inconsistent therewith, references to Articles, Sections and Schedules are to Articles, Sections of and Schedules to this Agreement.

(f) Severability

In the event any of the terms or conditions of this Agreement or their application to any Party or circumstance other than the obligations to perform the Services or pay the Service Fees shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to the Parties or circumstances shall not be affected, unless to do so would negate the intended purpose of this Agreement.



(g) **Statutory References**

Any reference to a statute includes and is deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force, from time to time, and to any statute or regulation that may be passed which has the effect of supplementing, succeeding or superseding the statutes referred to or the regulations made pursuant thereto.

(h) **Time**

Time shall be, in all respects of this Agreement, of the essence.

1.3 Acting Reasonably

- (a) With respect to the Service Provider, any requirement set forth in this Agreement for the Service Provider to act reasonably, use reasonable efforts, or any variation thereof, shall mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, unless specifically specified otherwise.
- (b) With respect to ACA, any requirement set forth in this Agreement for ACA to act reasonably, use reasonable efforts, or any variations thereof, shall mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, provide however that such obligation shall not require ACA to act in a manner that is contrary to, or inconsistent with, any policies, directives, executive decisions, ministerial orders, or legislation applicable to ACA. In addition, unless something in the context is inconsistent therewith, the Service Provider acknowledges and confirms that nothing contained in this Agreement shall be construed or otherwise interpreted in any manner that would or could cause ACA to fetter its discretion.

1.4 Incorporation of Schedules

The following attached Schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any references to this Agreement shall mean this Agreement including such Schedules:

Schedule "A" Definitions

Schedule "B" Term, Representatives, Frequency of Meetings, Description of Services and Service Fees

Appendix B-1 Construction and Progress Update

Appendix B-2 Key Project Milestones

Schedule "C" Incident Reporting Process

Schedule "D" Infection Prevention and Control

Schedule "E" Patient Concerns Resolution Process



- Schedule “F” Reporting Requirements
- Schedule “G” Applicable Policies
- Schedule “H” Intentionally Deleted
- Schedule “I” Non-Freehold Lands
- Schedule “J” Quality Assurance Reviews – Information for Third Party & Contracted Service Providers
- Schedule “K” Edmonton Corridor

1.5 Designated Lands

The Service Provider represents and warrants that the Facility is situated upon lands identified as "designated lands" pursuant to the *Indian Act*.

Article 2 SERVICES

2.1 Engagement

During the Term and subject to the terms and conditions of this Agreement, the Service Provider shall perform the Services.

2.2 Conditions Precedent to Commence Services

Notwithstanding the Term, the Service Provider shall not commence Services until the following express conditions are satisfied:

- (a) the Minister has delivered written approval of this Agreement to ACA; and
- (b) the Facility is Designated by the Minister as required pursuant to the *HFA*

If these conditions are not fulfilled as at the commencement of the Term then, notwithstanding any other provision to the contrary, this Agreement shall not come into effect unless and until the Minister's said approval and Designation is granted and neither Party shall have rights or obligations relative to this Agreement until that time. If these conditions are not fulfilled by the Effective Date, either Party may terminate this Agreement immediately upon notice to the other at any time thereafter without costs or further payment provided to the Service Provider.

2.3 No Exclusivity

Unless expressly provided for in Schedule “B”, ACA does not guarantee to the Service Provider any right of exclusivity for provision of services of the nature and type of the Services in the Province of Alberta or any part thereof.



2.4 Implied Inclusion in Services

The Services include any services, functions or responsibilities that are inherent, necessary or customarily performed as part of services similar in the nature and scope to the Services or which are reasonably required for the proper performance of Services and all hardware, software, systems, equipment, instruments, supplies, facilities, personnel or other resources used or required to be used in order to perform the Services, whether or not expressly described in this Agreement. ACA will not provide equipment, instruments, medications and appropriate means of administration, or any other goods used in the proper performance of the Services.

2.5 Performance

The Service Provider shall diligently, expeditiously and efficiently perform the Services in a conscientious, professional and workmanlike manner, with reasonable skill, care and diligence, all in accordance with industry standards and otherwise in accordance with this Agreement.

2.6 Representatives

- (a) The Service Provider's representative (as identified in Schedule "B") shall be ACA's primary contact at the Service Provider and ACA's representative (as identified in Schedule "B") shall be the Service Provider's primary contact at ACA for the purposes of all day to day communication in respect of the Services or this Agreement.
- (b) Where the Service Provider or any of its Staff also has a contractor or employee position with ACA, the Service Provider shall ensure that such Staff shall at times:
 - (i) act impartially in carrying out their duties;
 - (ii) not act in self-interest or further their private interests by virtue of their position or duties as an ACA representative;
 - (iii) shall take steps to avoid real, apparent, and potential conflicts of interest, whenever possible; and
 - (iv) shall disclose and manage all real, apparent, and potential conflicts of interests in accordance with ACA's Conflict of Interest Bylaw.

Article 3

TERM, EVENTS OF DEFAULT, FORCE MAJEURE, ESSENTIAL SERVICES AND BUSINESS INTERRUPTION



3.1 Term of Agreement

- (a) Subject to earlier termination as contemplated in this Agreement and the other provisions of this Agreement, this Agreement shall come into force and effect on the later of the Effective Date or, subject to Section 2.2, the date that the Conditions Precedent are satisfied and continues in effect until the end of the term as detailed in Schedule “B” (the “**Term**”).
- (b) ACA shall have the option, at its sole discretion, to renew the Initial Term for the periods detailed in Schedule “B” – Section 1(b) (each a “**Renewal Term**”).

3.2 Default and Termination

- (a) In the event that either Party (the “**Non-defaulting Party**”) determines that the other Party (the “**Defaulting Party**”) is in breach of any term or condition of this Agreement, unless the breach is a Substantial Breach, the Non-defaulting Party shall give the Defaulting Party fourteen (14) days from the day of written notification of the breach for the Defaulting Party to remedy the breach or if the breach cannot reasonably be cured within such period, provided the Defaulting Party proceeds to diligently remedy the default, such additional period of time as is reasonably required to remedy the breach, as determined by the Non-defaulting Party, acting reasonably.
- (b) In the event that:
 - (i) the Non-defaulting Party determines that the Defaulting Party is in breach pursuant to Section 3.2(a);
 - (ii) the breach was not a Substantial Breach at the time such breach occurred; and
 - (iii) the Defaulting Party disputes the determination of the breach made by the Non-defaulting Party,the provisions of Section 9.4 shall apply with respect to the dispute.
- (c) In the event of a Substantial Breach, the Non-defaulting Party shall, without limiting any other rights it may have in law or equity, have the right to terminate this Agreement without cost, penalty, or process of law with a minimum of forty-eight (48) hours prior written notice to the Defaulting Party.



- (d) If the Service Provider materially defaults in the observation or performance of any term or condition of this Agreement, and fails to remedy such default within the period provided for herein, ACA shall be entitled, but not obligated, to take such steps as may be available or desirable to remedy such default, and all costs of ACA in that regard shall be paid by the Service Provider to ACA on demand.
- (e) The rights and remedies of the Parties as set forth in this Agreement are cumulative and shall in no way be deemed to limit any of the other provisions of this Agreement or otherwise to deny the Parties any other remedy at law or in equity which the Parties may have under any law in effect at the date hereof or which may hereinafter be enacted or become effective, it being the intent hereof that such rights and remedies of the Parties shall supplement or be in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which the Parties may possess.
- (f) Termination for Convenience
- (i) ACA shall have the right to terminate for its convenience this Agreement for any reason on at least twelve (12) months' advance written notice to the Service Provider (the "**Termination Notice**"). On the date of termination stated in the Termination Notice, unless otherwise directed in writing by ACA, the Service Provider shall discontinue all work pertaining to this Agreement;
- (ii) Termination payment to the Service Provider or refund to ACA, if any, shall be promptly and mutually agreed to by ACA and the Service Provider, based on:
- a. that portion of the Services satisfactorily performed to the date of the cancellation in accordance with the terms of this Agreement; and
- b. reasonable and necessary expenses directly resulting from the termination, all as substantiated by documentation satisfactory to and verified by ACA.
- (iii) In the event the parties are unable to agree as to the termination payment within sixty (60) days of delivery of the Termination Notice, the amount of the termination payment shall be determined pursuant to Section 9.4 (Dispute Resolution) of this Agreement.
- (iv) The Service Provider shall not be entitled to any loss of prospective profits, contribution to overhead or incidental,



consequential or other damages because of such termination.

3.3 Other Remedies

In addition to the remedies and rights of termination set forth above, ACA is entitled to exercise one or more of the following remedies where the Service Provider has breached any of its obligations under this Agreement:

- (a) impose any further and additional term, condition or requirement on the provision of Services that ACA, acting reasonably, deems necessary or appropriate;
- (b) procure or otherwise obtain alternative services from any person in replacement or substitution of the affected Services during any period the Service Provider is in breach of its obligations under this Agreement and for a reasonable period of time thereafter, which includes setting off any amounts payable to such other person against Service Fees otherwise payable to the Service Provider;
- (c) in respect of any breach by the Service Provider which, in the reasonable opinion of ACA, jeopardizes the care, safety or health of any Patient:
 - (i) immediately assume management and control of the Services, or delegate such responsibility to an alternate Service Provider, during the continuance of any breach and receive and apply the revenues from ACA payable under this Agreement and recover all incremental costs associated with assuming management and control of the Services; or
 - (ii) relocate or redirect Patients during the continuance of any breach and ACA will be entitled to receive and apply the revenues from ACA generated under this Agreement and recover all incremental costs associated with relocating or redirecting Patients;
- (d) withhold and suspend payment of any amount otherwise payable by ACA in respect of the Services while a breach by the Service Provider remains uncured, in which case the Service Provider may receive all suspended and withheld payments upon the breach being waived or remedied to the satisfaction of ACA; or
- (e) cancel the payment of any amount otherwise payable by ACA to the Service Provider in respect of the Services while a breach by the Service Provider remains uncured; and if the breach substantially deprives ACA or the Patients of the benefit of the Services, the



Service Provider will conclusively forfeit any entitlement to the applicable Service Fees.

3.4 Force Majeure

- (a) Delay in, or failure of, a Party to carry out the duties, undertakings or obligations imposed on that Party pursuant to this Agreement shall not be deemed to be a breach under this Agreement if such delay or failure results from an event of Force Majeure.
- (b) The Party alleging a Force Majeure event shall notify the other Party in writing within three (3) days of obtaining knowledge of the occurrence of the Force Majeure circumstance. If the event of Force Majeure may have a negative impact on Patient care, notice shall be provided as soon as the event of Force Majeure is known to the Service Provider. The notice shall include a report containing particulars of the Force Majeure including the anticipated duration thereof and assurances that reasonable action is, or shall be, taken to avoid or minimise its effects and the obligations under this Agreement that will be affected by the event.
- (c) In every case the Party alleging a Force Majeure event shall take reasonable action and undertake reasonably necessary measures to resume as soon as reasonably possible, the performance of its duties, undertakings and obligations under this Agreement affected by the Force Majeure event.
- (d) Neither Party shall be liable for failure to perform any of its obligations under this Agreement, if and to the extent its performance is prevented, hindered or delayed by a Force Majeure event. The occurrence of a Force Majeure event shall not release the affected Party from its obligations hereunder, but shall merely suspend the performance of any obligation so prevented, hindered or delayed during the period of continuance of the Force Majeure event.
- (e) If a Force Majeure event results in the Service Provider being unable to perform the Services for a period of time that ACA considers, in its sole discretion, to be unreasonable given the nature of the Services, ACA shall have the right to terminate this Agreement on twenty-four (24) hours notice without any cost, penalty or process of law.

3.5 Pandemics/Endemics

The Service Provider must continue Services in accordance with Alberta's Chief Medical Officer of Health and ACA public health advice during any pandemic or endemic.



3.6 Essential Services

Service Provider shall continuously provide Essential Services notwithstanding an event of Force Majeure.

3.7 Business Continuity

Service Provider shall develop, maintain and update as required written business continuity and disaster recovery plans for the Services, which must:

- (a) contain risk mitigation and business continuity strategies for both long term and short term interruption for the Services and Essential Services to ensure the continuity of the Services;
- (b) address events of Force Majeure, pandemics, labour disputes, IT systems failures, facility or instrumentation malfunctions;
- (c) provide for back-up services, facilities, systems, procedures and Staff;
- (d) be consistent with ACA' business continuity and disaster plans;
- (e) provide for the restoration of all applicable Services as soon as practicable; and

Service Provider shall educate and train its Staff on the business continuity and disaster recovery plans and test the plans no less than once per calendar year.

4 CONSIDERATION AND PAYMENT

4.1 Amounts Payable

- (a) The Service Provider shall deliver to ACA sufficient supporting documentation, as outlined by ACA in the Chartered Surgical Facilities Information System (CSFIS) User Guide, as amended, detailing the Services performed on a monthly basis. The Supporting Documentation must be delivered to ACA no later than fifteen (15) days after the end of the month in which the Services were performed. ACA has the right to refuse payment where ACA receives the Supporting Documentation more than sixty (60) days after the end of the month in which the Services were performed in accordance with this Agreement. ACA shall provide prompt notice to the Service Provider if the Supporting Documentation is not acceptable together with details regarding the deficiency and the Service Provider shall correct the deficiency promptly.



- (b) Provided ACA has received the Supporting Documentation in accordance with Section 4.1(a) and subject to Section 4.1(c), ACA shall pay the Service Provider the Service Fees for that portion of the Services performed within Forty-five (45) Business Days after the month in which Services performed.
- (c) After the receipt of the Supporting Documentation from the Service Provider pursuant to Section 4.1(a), if ACA intends to dispute any Service Fees payable to the Service Provider, ACA shall, within fifteen (15) Business Days, provide the Service Provider with a written notice of the specific amounts which it disputes and rationale for disputing such Service Fees. Failure by ACA to give notice of such dispute, or payment by ACA of an amount under this Agreement, shall not affect ACA's right to later initiate a dispute with respect to such amount. The Parties agree that ACA shall not:
 - (i) withhold or delay the payment of the undisputed Service Fees submitted on the Service Provider's Supporting Documentation; or
 - (ii) be obligated to pay any disputed amounts until the Parties have resolved the dispute in accordance with the dispute resolutions provisions detailed in Section 9.3 of this Agreement.

4.2 Right to Withhold Payment

ACA reserves the right to withhold payment of Service Fees if the Service Provider fails to comply with the Performance Reports.

4.3 Maximum Service Fees and Maximum Annual Contract Value

The maximum Service Fees payable by ACA, per procedure, and the maximum annual contract value under this agreement by ACA are set out in Schedule "B".

4.4 Re-Openers

- (a) During the Term, a Party may exercise the right to renegotiate the Service Fees, annual maximum contract value and/or volumes as stated in Schedule B for such changes to be on the following basis:
 - (i) On the date that is two years after the Service Start Date, or at any time thereafter, ACA may exercise the right to renegotiate the Service Fees, annual maximum contract value and/or Annual Floor as stated in Schedule B to incorporate any direction or recommendations to ACA from the Government of Alberta including those arising as a result



of any patient focussed funding initiative, and any recommendations arising out of other government or judicial reviews of contracting surgical services with service providers that would impact such Service Fees and/or Annual Floor; or

- (ii) if either Party, acting reasonably, determines that there has been significant Innovation Change that would impact Service Fees and/or Annual Floor as stated in Schedule B, the Party should notify the other Party that it wishes to re-negotiate such Service Fees and/or Annual Floor based on such Innovation Change.
- (b) The Parties acknowledge that any adjustment made to Service Fees and/or Annual Floor under section 4.4(a) may also impact the annual maximum contract value.
- (c) ACA in the case of paragraph 4.4(a)(i) or either Party in case of paragraph 4.4(a)(ii) shall provide written notice to the other Party if it wishes to exercise its rights under section 4.4(a). Such notice shall state the reasons for exercising the re-opener, the proposed impact of such re-opener on the Service Fees, the annual maximum contract value and Annual Floors as provided for in section 14 of Schedule B, and the proposed impact of such re-opener on any other provisions of the Agreement.
- (d) The Parties, acting reasonably, shall then in good faith commence discussions on the changes to Service Fees, the annual maximum contract value and Annual Floors and shall make reasonable efforts to conclude such discussions within sixty (60) days of commencement of discussions.
- (e) If the Parties are successful in re-negotiating the change to the Service Fees, the annual maximum contract value, and/or Annual Floors, this Agreement will be amended to reflect such changes.
- (f) If the Parties are unsuccessful in re-negotiating the change to the Service Fees, the annual maximum contract value or Annual Floors, then:
 - (i) the Agreement will be amended to provide for the changes in ACA's notice given pursuant to paragraph 4.4(a)(i), and the Service Provider can address the changes through the Dispute Resolution process in section 9.4 of the Agreement, and the Parties agree that such amendments to the Agreement shall be subject to further amendment in order to comply with the written decision of the arbitrator, or the

settlement of the dispute between the Parties, as applicable;
and

- (ii) the proposed changes to reflect advancements in innovation can be addressed through the Dispute Resolution process in section 9.4 of the Agreement and the Agreement will be amended in order to comply with the written decision of the arbitrator, or the settlement of the dispute between the Parties, as applicable.

4.5 Service Letter

By way of a Service Letter, which ACA may deliver electronically, ACA may revise Standards, ACA Policies, Reporting Requirements, Accountabilities, or increase the annual maximum contract value provided for in Schedule B (if such revision of the maximum contract value is within ACA budget), or any combination thereof, in accordance with this Section 4.5 ("**Ordinary Course Changes**"). The Ordinary Course Changes that AHS intends to make under this Section 4.5 are not outside the general expectations of the terms and conditions of this Agreement, will not have a material impact on the delivery, performance or cost of providing the Services, and will not present a material cost to the Service Provider or restrict operational efficiencies of the Service Provider, having regard to the overall amount of Service Fees. The Service Provider shall implement the Ordinary Course Changes upon receipt of the Service Letter and the following provisions will apply:

- (a) ACA shall provide at least 30 days' notice before the Ordinary Course Changes are to be implemented;
- (b) no additional documentation with respect to the Ordinary Course Changes is required;
- (c) the approval or agreement of the Service Provider to the Ordinary Course Changes is not required; and
- (d) this Agreement is amended accordingly, subject to any required Ministerial approval.

4.6 Third Party Income

Separate from this Agreement, the Service Provider or its Staff may bill and retain all amounts applicable under the Alberta Health Care Insurance Plan ("**AHCIP**") or other health care plans ("**Third Party Income**") for the Services performed. The Service Fees are not affected by Third Party Income. This Agreement does not create or in any way cause ACA to be responsible for the payment of Third Party Income.



4.7 Set-Off

The Service Provider expressly acknowledges and agrees that ACA shall have a right to set-off against any damages incurred or any amounts owed to ACA by the Service Provider as a consequence of the Service Provider's breach of this Agreement, from any monies or amounts otherwise owing to the Service Provider under this Agreement (the "**Set-Off**").

4.8 Taxes

- (a) Subject to the provisions of the *Excise Tax Act* (Canada), the Service Provider shall not charge ACA the Goods and Services Tax in respect of the Services on the basis that the Services received hereby are being received and shall continue to be received by ACA, which is on the Alberta Government's "Goods and Services Tax-Free" entity list. ACA's GST Registration Number is 124072513. In the event ACA's GST exempt status changes, such that it is subject to the payment of GST, the Service Provider may amend its invoices accordingly.
- (b) Unless otherwise specifically provided, the Service Provider assumes exclusive liability for, and shall pay before delinquency, all taxes and assessments with respect to, or measured by the articles sold or material, Services and work furnished hereunder or the wages, salaries, or other remuneration paid to Staff employed in connection with the performance of the Services pursuant to this Agreement. For greater certainty, the Service Provider is responsible and liable for all employment insurance, Canada pension plan and income tax payments due or in respect of the Service Provider and its Staff, arising as a result of this Agreement. The Service Provider indemnifies and holds ACA harmless against all liability or expense incurred due to the Service Provider's failure to pay such taxes or assessments.

5

REPRESENTATIONS AND WARRANTIES

5.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Party that as of the Effective Date and at all times during the Term:

- (a) it is duly constituted, in good standing and validly existing under the laws in force in the Province of Alberta;
- (b) it has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;



- (c) it has authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by all necessary corporate action; and
- (d) it is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, obligation, instrument, chart, by-law, order, judgment, decree, licence, law (including regulations) or governmental authorization that would be violated, breached by, or under which default would occur or an encumbrance would, or with the notice or the passage of time would, be created as a result of the execution and delivery of, or performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

5.2 Service Provider Representations, Warranties and Covenants

The Service Provider represents, warrants and covenants to ACA that as of the Effective Date and at all times during the Term:

- (a) there is no action, proceeding or investigation pending or, to its knowledge, threatened against the Service Provider before or by any court, governmental department, commission, board, agency, person or domestic or foreign corporate body that may result in a material adverse change in the business condition, financial or otherwise, of the Service Provider, or that questions the validity of this Agreement, or any action taken or to be taken pursuant to or in connection with this Agreement;
- (b) in respect of the Services to which the Workers Compensation legislation in the jurisdiction in which the Service Provider provides the Services applies, it is registered and in good standing in accordance with such legislation;
- (c) it has the Rights to any and all Intellectual Property used or to be used to perform the Services and it shall undertake all necessary and prudent Intellectual Property and other searches and shall make any other reasonable inquiries that are necessary to ensure that the Services provided to ACA shall not infringe or violate any Intellectual Property Rights of any third party and shall not otherwise breach Applicable Laws;
- (d) this Agreement constitutes a legal, valid and binding obligation of the Service Provider enforceable against it in accordance with its terms;
- (e) the Service Provider, its agents and representatives have not offered gratuities (in the form of entertainment, gifts (monetary and non-monetary) or other inducements) to any officer, director,



employee or contractor of ACA, or any other person connected to ACA, with a view toward securing this Agreement or securing favourable treatment with respect to the awarding or amending, or the making of any determinations with respect to this Agreement, nor has the Service Provider directly or indirectly, paid any contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee of the Service Provider acting in the normal course of the employee's duties;

- (f) that the Service Provider has the experience, skill, ability and capacity to perform the Services, including ensuring equipment inventory management is adequate for the level of Service under this Agreement;
- (g) the Services are and shall be free of all encumbrances, liens, Claims, demands, security interests, restrictions, options or adverse Claims of any kind or character whatsoever;
- (h) the Services shall be:
 - (i) provided in a conscientious, professional manner, with reasonable skill, care and diligence, all in accordance with industry standards and otherwise in accordance with this Agreement;
 - (ii) provided by Staff who:
 - a. are qualified and competent and have the appropriate skills and experience to perform the duties assigned to them, and
 - b. hold all required licenses, certificates and permits to perform the Services. Each Practitioner must hold licensure with any applicable Professional Regulating Body to perform the Services without restrictions or supervision; and
 - (iii) performed using equipment, which is in good condition, suitable for the use being made, and which has received such approvals and licenses as are required for proper operation in accordance with Applicable Laws, Standards and the manufacturer guidelines, where applicable; and
- (i) the Service Provider will, at all times, comply with Article 7, Compliance and Clinical Requirements.

6

CONFIDENTIALITY, INTELLECTUAL PROPERTY AND PUBLIC RELATIONS

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CLM210423

Provision of Orthopedic Surgical Services in Edmonton Corridor



6.1 Confidentiality Obligation

- (a) The Service Provider agrees that the Confidential Information is highly confidential and of strategic importance to ACA. The Service Provider acknowledges that it is essential that the Confidential Information remain the sole and exclusive property of ACA and that any unauthorized use or disclosure of the Confidential Information by the Service Provider could cause serious harm to ACA.
- (b) Except with ACA's prior written consent, which consent may be granted or withheld in ACA's sole discretion, the Service Provider shall:
 - (i) hold, and shall cause its Staff to hold, all Confidential Information in strict confidence;
 - (ii) not collect, access, retain, use or disclose the Confidential Information other than for the performance of the Services;
 - (iii) not disclose the Confidential Information of ACA to anyone other than the Service Provider's Staff and then only to the extent that such Confidential Information of ACA is directly required to be disclosed in order for the Service Provider to properly perform the Services; and
 - (iv) except as otherwise permitted under this Section 6.1(a), not disclose the Confidential Information of ACA to the Service Provider's Staff or any third party during or after the Term.
- (c) Except for any health information as defined in the HIA and personal information as defined in ATIA and POPA, the obligations of confidentiality set out in Section 6.1(b) do not apply to any Confidential Information which:
 - (i) is known to the public through no act of the Service Provider at the time of the acquisition thereof by the Service Provider;
 - (ii) after the acquisition thereof by the Service Provider, becomes known to the public through no act of the Service Provider;
 - (iii) is already known to the Service Provider at the time of disclosure and is not known by the Service Provider to be subject to any obligation of confidence of any kind; or
 - (iv) is lawfully received by the Service Provider from a third party who is lawfully in possession of such Confidential Information.



- (d) Notwithstanding Sections 6.1(b) and 6.1(c), the Service Provider shall at all times comply with the applicable provisions of all privacy laws (including, the HIA, ATIA and POPA), regulations, policies and directives issued by the Information and Privacy Commissioner of Alberta relating to privacy and information security which are now, or at anytime in the future become, applicable to the Service Provider or the Confidential Information.
- (e) The Service Provider shall keep all Confidential Information separate from all of its other records and databases.
- (f) The Service Provider shall not disclose Confidential Information under any non-Canadian law, rule order, or document and shall immediately notify ACA if it receives any subpoena, warrant, order, demand or request issued by a non-Canadian court or other foreign authority for the disclosure of Confidential Information. Notwithstanding the foregoing, if any non-Canadian law or other authority prohibits the Service Provider from notifying ACA of such order, the Service Provider shall take the following actions:
 - (i) specifically ask the court, government agency or other appropriate authority for permission to notify ACA of such order so ACA may seek a protective order or other such remedy; and
 - (ii) if the foreign authority denies the Service Provider's request, the Service Provider shall vigorously and in good faith challenge such order through all legal means available to modify or overturn such order in order to eliminate or minimize any disclosure of Confidential Information.
- (g) If the Service Provider or its Staff is or becomes legally compelled, by oral questions, interrogatories, requests for Confidential Information, subpoena, civil investigative demand or similar legal process, to disclose any of the Confidential Information, the Service Provider or other party to whom the request was made or who is legally compelled hereunder shall provide ACA with prompt written notice of same so that ACA may seek a protective order or other appropriate remedy. The Service Provider shall fully cooperate with ACA in the event ACA seeks a protective order or other remedy as herein described, which shall include providing ACA with such information as it reasonably requires to obtain such an order or remedy.

If such protective order or remedy is not obtained, the Service Provider shall:



- (i) furnish only that portion of the Confidential Information which is legally required;
 - (ii) exercise its best efforts to obtain reliable assurances that the Confidential Information shall be accorded confidential treatment; and
 - (iii) promptly provide to ACA copies of the Confidential Information that was disclosed.
- (h) The Service Provider shall, before disclosing any Confidential Information to any of its Staff, ensure that the terms and conditions of this Agreement relating to Confidential Information are and shall be fully complied with at all times by any such Staff. The Service Provider agrees that it shall be liable and responsible for any breach of this Agreement by its Staff.
- (i) At any time upon the written request of ACA, the Service Provider shall immediately return to ACA or destroy any Confidential Information in whatever form it may be held by the Service Provider or its Staff. In the event the Confidential Information is destroyed, an officer of the Service Provider shall promptly provide a certificate to ACA confirming that the destruction has taken place.
- (j) If the Service Provider directly accesses any Confidential Information in performance of the Services, the following provisions shall apply:
- (i) for electronic access, the Service Provider shall keep an audit trail or other log of its Staff's access to Confidential Information, and shall provide this log to ACA upon request. Such log must record the identity of the Staff, a description of the Confidential Information accessed, whether such Confidential Information was modified and the time and date of such access; and
 - (ii) the Service Provider shall obtain a confidentiality agreement obligating Staff to keep Confidential Information in strict confidence and to be bound by all terms and conditions of this Agreement in respect thereof. At the request of ACA, the Service Provider agrees to provide ACA with a list of all Staff to whom Confidential Information has been provided and evidence that such Staff have agreed to be bound by the confidentiality obligations set out in this Agreement.

6.2 Privacy and Security



- (a) The Service Provider shall not transmit or store any ACA data outside the borders of Canada, nor transmit any ACA data in Canada to any party not specifically contemplated in this Agreement, without ACA's prior written consent to each such data transmittal, which consent may be granted or withheld in ACA's sole discretion.
- (b) If the Service Provider receives any request by a third party for any information related to, or gathered in respect of the Confidential Information, it shall immediately refer such request to ACA and shall reasonably cooperate with ACA's response to such request.
- (c) To the extent required by HIA, ATIA and POPA, the Service Provider shall protect personal information and health information in its possession by taking reasonable administrative, technical and physical security precautions against such risks as unauthorized access, collection, use, disclosure alteration or disposal. Such precautions must be no less than those precautions undertaken by ACA. Any records created, obtained and maintained in the delivery of the Services that the Service Provider intends to destroy must be destroyed in accordance with HIA and/or ATIA and POPA and ACA Policies for records management.
- (d) The Service Provider shall notify ACA immediately upon discovery by the Service Provider that Confidential Information could be, or has been, released to an unauthorized third party, or of any breach of this Article 6 resulting from the conduct of the Service Provider and, if appropriate, take reasonable steps to remedy the breach. The Service Provider shall cooperate with ACA's investigation of any such disclosure or breach and ACA's efforts to recover the Confidential Information. Notwithstanding any notification by the Service Provider to ACA under this Section 6.2, all obligations of the Service Provider with respect to the Confidential Information shall survive and continue to bind the Service Provider. The Service Provider shall not intimidate, punish, terminate, penalize or otherwise harass any Staff if such Staff notifies ACA of any breach of this Agreement.



6.3 Intellectual Property and Intellectual Property Infringement

- (a) Title to all working papers, materials, reports, work-in-progress, discovery, invention, process, program, software, system, method or device created, developed or performed, by the Service Provider during the course of providing the Services, the Deliverables and any other direct or indirect results of the Services (individually or collectively, the “**Work Product**”) shall be exclusively owned by ACA, effective at the time each is created. The Service Provider quitclaims and irrevocably assigns to ACA all right, title and interest in and to the Work Product and waives any moral rights thereto, and to the extent that it may be deemed that any quitclaim, assignment or grant of right under this Agreement cannot be made until after the relevant Work Product is in existence, the Service Provider shall execute and deliver to ACA an irrevocable quitclaim and assignment of the Service Provider’s right, title and interest in, and waiver of moral rights to, such Work Product, in such form as may be requested by ACA.
- (b) The Service Provider agrees to cooperate fully with ACA and to ensure the Staff cooperates fully with ACA, both during the Term and after the termination of this Agreement, with respect to signing further documents and doing such acts and things reasonably required by ACA to confirm the transfer of ownership of the Work Product and the waiver of moral rights therein. The Service Provider shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the Service Fees, provided that, subject to other terms of this Agreement, the expense of obtaining or enforcing Intellectual Property Rights in and to the Work Product shall be borne by ACA.
- (c) The assignment of the rights to the Work Product set out in Sections 6.3(a) and 6.3(b) do not apply to the Service Provider’s pre-existing Intellectual Property. The Service Provider hereby grants to ACA and to ACA’s Affiliates an irrevocable, perpetual, and royalty free license to use, distribute, transmit, broadcast, produce, reproduce, perform, publish, support and modify the Service Provider’s pre-existing Intellectual Property solely in connection with the Work Product and provision of health services in the Province of Alberta.
- (d) The Service Provider shall pay all royalties and licence fees relating to any Intellectual Property Rights in the Services performed by the Service Provider and shall ensure that ACA is entitled to enjoy the benefits of the Services, free of any Claims by any third party.
- (e) The Service Provider shall defend or settle, indemnify and hold harmless ACA from and against any and all loss, liability or expense by reason of any Claim for alleged infringement of any Intellectual



Property Right in and to the Work Product, and shall defend any such Claim and pay all costs and expenses incidental thereto; provided, however, that ACA shall have the right, at its option, to participate in the defence of any such Claim at the Service Provider's cost and expense as aforesaid without relieving the Service Provider of any obligations hereunder. If an application for an injunction ensues as a result of any such Claim, the Service Provider agrees, at its expense and its option, to:

- (i) procure for itself and for ACA the right to continue using the allegedly infringing material as contemplated in this Agreement;
- (ii) replace the allegedly infringing material with non-infringing material of comparable functionality and performance; or
- (iii) modify the allegedly infringing equipment, service or software so they become non-infringing.

If despite the Service Provider's best efforts, none of the foregoing options are available, then ACA shall have the right to terminate this Agreement as if the Service Provider had committed a Substantial Breach.

6.4 Communications

- (a) The Service Provider shall not refer to ACA in any advertisement or marketing material produced by the Service Provider without ACA's prior written consent.
- (b) Each party shall make reasonable efforts to obtain approval from the other party prior to communicating with any news media regarding the Services.
- (c) Notwithstanding the foregoing, ACA may publicize or disclose such information of the Service Provider, the Services, or this Agreement to third parties, as may be required by Applicable Laws or pursuant to procurement related trade agreements. In addition to the foregoing, ACA may publicize the existence of the Agreement, the name of the Service Provider, ACA' departments receiving the Services, the description of the Services, the Term and the overall or aggregate dollar amount paid to Service Provider to such third parties and in such circumstances as determined by ACA, in its sole discretion. ACA may also share information regarding this Agreement, including the Services and Staff performing the Services, with the applicable College and other professional or regulatory governing bodies pertaining to the Staff, as determined by ACA in its sole discretion. The Service Provider also



acknowledges that ACA must respond to requests to access information under ATIA and POPA and agrees that ACA may be required to release information regarding the Service Provider or this Agreement as required by ATIA and POPA.

6.5 Patient Designation

Patients who receive Services by the Service Provider are patients of the Service Provider and/or the Practitioners directly engaged in providing the Services.

6.6 Control for HIA/ATIA and POPA Purposes

Notwithstanding anything to the contrary herein contained, this Agreement and all documents compiled and prepared by the Service Provider in the performance of the Services or other documents referenced in this Agreement are subject to the provisions of HIA or ATIA and POPA, as applicable, by which ACA is bound and shall remain under ACA's control and be subject to ACA's direction for the purpose of ATIA and POPA. To the extent that there is any conflict or inconsistency between the requirements under ATIA and POPA or HIA and the terms of this Agreement, ATIA and POPA and HIA shall prevail.

7

COMPLIANCE AND CLINICAL REQUIREMENTS

7.1 Compliance Commitment

In the performance of the Services, the Service Provider shall, at its sole cost and expense, comply with and take all such steps and do all such things as may be necessary to ensure the compliance by all Staff with all of the following:

- (a) all Applicable Laws, Standards, ACA Policies, orders, rules, regulations, directives and bylaws in force and applicable to the Services or the Service Provider including the IPC Standards;
- (b) without limiting the obligations of the Service Provider under the HIA, perform with the following related to the collection and use of Patient-related health information:
 - (i) when requesting personal health numbers, advise the individual involved that such number will be provided to ACA acting in its capacity as a regional health authority;
 - (ii) when collecting information which will be provided to ACA, use forms or wording approved by ACA (where applicable) to inform the individual providing the information as to the

purpose for which ACA is collecting the information, its authority to collect the information and a contact (title, business address and business telephone number) who will be available to answer that individual's questions about the collection on behalf of ACA; and

- (iii) provide to ACA copies of those policies and procedures and any privacy impact assessments established or carried out from time to time by the Service Provider in compliance with the HIA;
- (c) the requirements of all permits, licences, certificates and approvals applicable to the Service Provider and its Staff, the Services or the Facility;
- (d) all directives, rules, policies, standards, performance expectations, clinical requirements and guidelines established from time to time by ACA, the College or any other Professional Governing Body having jurisdiction, or the Minister in relation to the provision of the Services, including the Service Level Expectations;
- (e) all rules, regulations, policies and directions of ACA provided to the Service Provider from time to time, including the Applicable Policies, and compliance with the Medical Staff Bylaws by Practitioners performing Services; and
- (f) Section 6.1 of this Agreement, Confidentiality Obligations.

7.2 Ethical Conduct and Conflict of Interest

- (a) The Service Provider shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Service Provider or any of its Staff in relation to any matter related to this Agreement, and all of the Service Provider's obligations under this Agreement shall be performed in accordance with high ethical standards, including without limitation the following:
 - (i) neither the Service Provider nor any of its Staff shall offer any incentives, value-added benefits, in-kind product, in-kind equipment, or other price incentives, price reductions, or any other incentive, whether financial or otherwise to any Staff of ACA, any member of the medical community or any other service provider to ACA in order to induce or otherwise encourage ACA to use any other services from the Service Provider (whether contemplated in this Agreement or otherwise);



- (ii) neither the Service Provider nor its Staff shall improperly influence, or seek to improperly influence, or otherwise take part in a decision of any Staff of ACA, any member of the medical community, any other service provider to ACA or any Government Official where that decision might further the Service Provider's business interests with ACA;
 - (iii) except as otherwise permitted or contemplated in this Agreement, neither the Service Provider nor any of its Staff shall accept any collateral gift, payment, commission or other direct benefit arising from or connected to this Agreement;
 - (iv) neither the Service Provider nor any of its Staff shall have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with this Agreement;
 - (v) neither the Service Provider nor any of its Staff shall offer, promise, pay or give anything of value either directly or indirectly to any Staff of ACA, any member of the medical community, any other service provider to ACA or any Government Official for the purpose of obtaining or retaining business or any improper advantage from ACA; and
 - (vi) the Service Provider shall comply with, and ensure that, its Staff comply with, the *Lobbyists Act (Alberta)*, *Corruption of Foreign Officials Act (Canada)* and all other anti-bribery or anti-corruption laws applicable in Canada.
- (b) The Service Provider represents and warrants to and covenants with ACA as follows, at the time of execution of this Agreement and at all times during the Term, that neither the Service Provider, nor any of its Staff have offered gratuities (in the form of entertainment, gifts or otherwise) to any Staff of ACA, or any other person connected to ACA, with a view toward securing this Agreement or securing favourable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of, this Agreement, nor has the Service Provider directly or indirectly, paid any fee for the solicitation, negotiation or obtaining of this Agreement to any person other than Staff of the Service Provider acting in the normal course of the Staff's duties.
- (c) In the event the Service Provider becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to this Agreement or a breach pursuant to this Section 7.2, the Service Provider shall immediately disclose such matter to ACA in writing.



If the Service Provider fails to comply with this Section 7.2, the Service Provider shall be deemed to have irrevocably breached the terms of this Agreement and, in addition to constituting a Substantial Breach, ACA shall also have the right to deny the Service Provider the right to take part in any further competitive process issued by ACA for a period of five years from the time of such breach.

7.3 Ownership and Control of the Service Provider and Facility

The Service Provider shall comply with the following provisions:

- (a) the Service Provider will advise ACA of any proposed changes in the ownership or control of either the Service Provider or the Facility during the Term whenever and as frequently as such changes occur, such notice to be provided not less than sixty (60) days prior to the proposed effective date of the change;
- (b) the Service Provider shall not permit a change in either the ownership or control of either the Service Provider or the Facility during the Term, without the prior written consent of ACA, acting reasonably, and the Minister. For the purposes of this Agreement a change in ownership or control shall be deemed to occur if and whenever the same would occur pursuant to the *HFA* and regulations; and
- (c) where any change in ownership or control occurs and is approved by the Minister, the Service Provider shall update the requested ownership information provided to ACA and the Minister. No change in the ownership or control of either the Service Provider or the Facility shall occur until all approvals of the Minister or Professional Governing Body required pursuant to Applicable Laws have been obtained. The Service Provider shall provide ACA with copies of any applications for the Minister's approval to any change in ownership or control submitted by the Service Provider and, when issued, copies of all responses or approvals by the Minister to such applications.

7.4 Location and Accreditation Restrictions

- (a) The Facility shall be Accredited and Designated at all times from the date on which the Service Provider begins providing the Services ("**Service Start Date**") until the end of the Term as detailed in Schedule "B";
- (b) The Services will only be provided within the Facility and only if and so long as the Facility remains properly Accredited and Designated. The Facility shall notify ACA of upcoming and ongoing site visits



from the accrediting body to remain properly Accredited and Designated in reference to the Services provided.

- (c) If and whenever the Facility ceases to be properly Accredited or Designated for the provision of any or all of the Services:
 - (i) the Service Provider will immediately advise ACA and cease performing the Services (or those of the Services impacted by the cessation where not all of the Services are so impacted) to be performed so long as the lack of Accreditation or Designation continues; and
 - (ii) upon notice to the Service Provider, ACA shall have the right to terminate this Agreement in whole, or with respect to that portion of Services affected where the cessation of being Accredited or Designated impacts only a portion of the Services.
- (d) If and whenever the Facility is placed under conditional or probationary status or becomes subject to a directive, requirement or limitation imposed by either the College or the Minister or any other Professional Governing Body having jurisdiction (as applicable), the Service Provider will immediately advise and provide ACA a copy of the applicable directive, requirement or limitation and shall immediately and fully take such steps as are required to either remove the conditional or probationary status or to comply with the directive, requirement or limitation, as the case may be. Failure to remove the conditional or probationary status or to comply with the directive, requirement or limitation, as the case may be, constitutes a Substantial Breach of this Agreement.

7.5 No Right to Re-locate

- (a) The Service Provider shall not use any location for the performance of the Services other than the Facility without the prior written approval of ACA and the Minister.
- (b) Where the Service Provider desires to provide the Services at a location other than the Facility, the Service Provider shall provide ACA and the Minister with reasonable details of the location and equipping of the proposed site and evidence of its being Accredited and Designated to the extent required under Applicable Laws, such notice to be submitted to ACA and the Minister not less than ninety (90) days in advance of the proposed effective date of the re-location or the addition of the new location. The Service Provider shall also provide ACA and the Minister's representatives a reasonable opportunity to inspect the proposed site prior to ACA or the Minister approving such change.



- (c) The Service Provider has no right to relocate the Facility without ACA and Minister's approval.

7.6 Clinical Requirements

In providing access to Patients to the Services and without limiting any other provisions in this Agreement, the Service Provider will comply in all respects with the provisions of the *Canada Health Act* and the HFA. Without limiting the generality of the foregoing:

- (a) the Service Provider is an "Operator" as that term is defined under the HFA;
- (b) all Patients obtaining Services from the Service Provider shall receive the Services on a fair, equal and consistent basis to the extent clinically appropriate in accordance with the clinical standards generally in use within the Province of Alberta. Without limiting the generality of the foregoing, the Service Provider shall not favour Patients with less complicated clinical concerns over those with more complicated clinical concerns;
- (c) the Service Provider shall neither deprive any Patient of access to the Services nor give any Patient requiring or requesting the Services priority over any other Patient requiring or requesting the Services where such access or priority is in any way preferentially-based on, or related to, the Service Provider receiving money or other valuable consideration or the Service Provider receiving payment for Enhanced Medical Goods or Services or non-medical goods or services or the Service Provider having the opportunity to provide services which are not Insured;
- (d) the Service Provider shall not charge any Patient or other person or entity (other than ACA in accordance with Schedule "B") any amount relative to the provision of the Facility or Services provided by the Service Provider pursuant to this Agreement;
- (e) the Service Provider shall strictly comply with the requirements of the HFA (and regulations thereunder), including all requirements related to the provision of any Enhanced Medical Goods or Services or non-medical goods or services, and will provide to ACA copies of all documentation provided to, or executed by, Patients related to any such goods or services provided in the Facility in the course of providing the Services;



- (f) the Service Provider shall not:
 - (i) Require non-medical goods or services to be sold as a condition of selling Enhanced Medical Goods and Services; or
 - (ii) “Bundle” charges for Enhanced Medical Goods and Services with charges for non-medical goods or services; as both of these are expressly prohibited under this Agreement; and
- (g) the Service Provider shall provide all implantable devices and enhanced goods and may only charge a Patient for Enhanced Medical Goods or Services and/or non-medical goods or services at a rate for Enhanced Medical Goods or services that is in accordance with the HFA.

7.7 Patient Safety and Security

- (a) The Service Provider shall take reasonable precautions to ensure that any Staff member who may come into contact with Patients served under this Agreement does not pose a risk to any Patient served under this Agreement.
- (b) The Service Provider shall, at its sole cost and expense, ensure that any Staff providing Services under this Agreement has a clear criminal records check, including where applicable, relevant vulnerable sector searches, prior to the Term of this Agreement, provided the check is not dated earlier than ninety (90) days of the date the Services are commenced, and every three years after the initial check during the Term.
- (c) The Service Provider shall ensure that any Staff providing Services to a child aged 18 years or younger under this Agreement has a satisfactory vulnerable sector check prior to the Term of this Agreement, provided the check is not dated earlier than ninety (90) days from the date the Services are commenced, and every three years after the initial check during the Term.
- (d) The Service Provider shall obtain from its Staff all authorizations required to complete the background checks referred to in this Section 7.7, shall review each of these background checks, shall document those reviews in writing and shall retain the authorizations, documented reviews and background checks on file, to be provided to ACA upon request.



7.8 Complaint, Incident, Consent and Mediation Processes

- 7.8.1 Patient Complaints. The Service Provider will comply with the Patient concerns resolution process described in Schedule “E”.
- 7.8.2 Incident Reporting Process. If an incident occurs in respect of a Patient, the Service Provider shall promptly report the matter to ACA and shall thereafter comply with all requirements of ACA in accordance with the Incident Reporting Process set out in Schedule “C”.
- 7.8.3 The Service Provider will report all concerns raised regarding clinical or non-clinical practices by persons engaged in performance of the Services to both the College (or any other Professional Governing Body having jurisdiction) and ACA’s appropriate clinical administrators as soon as is practicable in the circumstances.
- 7.8.4 The Service Provider hereby authorizes the College and any other Professional Governing Body (as applicable) involved in reviewing any reportable incident or clinical practices to provide to ACA any information related thereto in the College’s or other Professional Governing Body’s possession.

8

PERFORMANCE REVIEW AND REPORTING

8.1 Performance Reporting Requirements

The Service Provider shall provide ACA with the performance reports and updates with respect to the Services described in Schedule “F” (the “**Performance Reports**”).

8.2 Records, Right to Inspect and Audit

- (a) The Service Provider shall keep detailed, proper and accurate books, records, time sheets, accounts, computer files and documents related the Services, including Patient information (the “**Records**”). The Records shall at no time during or after the Term be co-mingled with other records or documents of the Service Provider and shall at all times be maintained and held in one location.
- (b) The Service Provider shall undertake all reasonable requests from ACA or the Minister to provide any part, or the entirety, of the Records or the Performance Reports to ACA, ACA’s designated representative or the Minister, as may be required to allow ACA or the Minister to determine whether the Service Provider is in compliance with the provisions of this Agreement.



- (c) During the Term and for two (2) years following the Term, ACA shall and the Minister have the right to:
 - (i) inspect and audit the equipment, facilities, and Records (including the right to copy any such Records) related to the Services;
 - (ii) interview any Staff member or supplier of the Service Provider for the purpose of determining whether the Service Provider is in compliance with the requirements of this Agreement; and
 - (iii) observe the Service Provider and its Staff in the conduct of providing the Services, no matter where such conduct takes place.

ACA or the Minister shall provide the Service Provider with five (5) Business Day's prior notice of its intent to exercise its rights under this Section 8.2(c), except for audits related to the privacy and security of Confidential Information which shall not require advance notice.

- (d) Where an audit of the Records reveals that the Service Provider has charged ACA amounts for which Service Fees were not payable at the time when the Service Fees were payable, the Service Provider shall, within thirty (30) days from the receipt of a written statement of overcharges from ACA, pay to ACA an amount equal to one hundred (100%) percent of the overcharged amount in addition to all reasonable costs incurred by ACA in the inspection or audit, unless otherwise expressly agreed to in writing by ACA.
- (e) The Service Provider shall not charge ACA any administrative fee or similar charge for the maintenance or provision of the Records in connection with the exercise of rights by ACA under this Section 8.2 and shall assist ACA as reasonably requested by ACA to facilitate the exercise of ACA's rights pursuant to this Section 8.2.
- (f) This Section 8.2 shall survive the expiration or early termination of this Agreement and shall continue for thirty-nine (39) months thereafter.

8.3 Netcare Access and Use Requirements

- (a) If a Staff member requires Netcare access to perform the Services, the Service Provider shall be responsible for obtaining such access for the Staff member and ensuring that the Staff member complies with the rules and applicable procedures governing access, use and disclosure of Health Information as prescribed by ACA or AHS



from time to time, including, but not limited to, the “Netcare Information Exchange Protocol” governing all custodians. ACA may, as the current information manager for Netcare, provision access in accordance with the Service Provider’s agreement and permissions granted by AHS. The Service Provider acknowledges that they may be required to incur additional costs to support future IT infrastructure and other requirements to facilitate such integration or use, and such costs would be at the Service Provider’s sole cost and expense.

- (b) The Service Provider acknowledges and agrees that:
- i. to the extent of any conflict or inconsistency between the Netcare requirements set out above and any term of this Agreement, the Netcare requirements shall prevail to the extent of the conflict of inconsistency; and
 - ii. to the extent the Netcare requirements set out above impose requirements or terms that are in addition to the requirements and terms set out under this Agreement, such additional requirements and terms shall not be deemed to constitute a conflict or inconsistency with the terms of this Agreement.

9

INDEMNITY, INSURANCE AND DISPUTE RESOLUTION

9.1 Indemnity

Notwithstanding any other provision of the Agreement to the contrary, the Service Provider shall be liable to ACA for, and indemnify and hold harmless ACA and its members, officers, directors, agents, employees, licensees and invitees (“**Others**”) from and against, any and all Claims, whether or not arising due to third party Claims, which may be made or brought against ACA or Others, or which ACA or Others may suffer or incur, directly or indirectly, including Claims arising as a result of or in connection with or relating to:

- (a) any non-fulfilment or breach of any covenant or agreement on the part of the Service Provider contained in this Agreement or in any other document furnished by or on behalf of the Service Provider pursuant to this Agreement;
- (b) any misrepresentation or any incorrectness in or breach of any representation or warranty of the Service Provider contained in this Agreement or any other document furnished by or on behalf of the Service Provider pursuant to this Agreement;



- (c) bodily injury or death of persons whomsoever (including employees of either Party) arising directly or indirectly, as a result of or in connection with or relating to this Agreement or the Service Provider's performance of this Agreement or out of any acts or omissions of the Service Provider;
- (d) damage to, loss of or destruction of property (whether that of the Service Provider, ACA or a third party) arising directly or indirectly, as a result of or in connection with or relating to this Agreement or the Service Provider's performance of this Agreement or out of any acts or omissions of the Service Provider;
- (e) contamination, pollution, or public or private nuisance, arising directly or indirectly out of provision of the Services or out of any acts or omissions by the Service Provider;
- (f) any amounts (including taxes) assessed against ACA which are the obligations of the Service Provider; and
- (g) any action, inaction or negligence of the Staff in connection with the foregoing,

except to the extent arising out of the gross negligence or wilful misconduct of ACA.

9.2 Limitation to Liability

As between the Parties, neither Party shall be liable to the other in connection with any Claim for any special, incidental, indirect, exemplary, punitive, or consequential loss or damages even if the Party has been advised of the possibility of such loss or damage in advance, provided that this Section 9.2 shall not apply to limit the liability of the Service Provider under Sections 6.1 and 6.2.

9.3 Insurance

- (a) The Service Provider shall, at its sole cost and expense, obtain and maintain in force insurance of the following types, with limits not less than those set forth below:
 - (i) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over the Staff or Employer's Liability Insurance with a minimum limit of one million dollars (\$1,000,000.00) per accident and, for bodily injury by disease, one million dollars (\$1,000,000.00) per employee. The Service Provider shall not utilize occupation accident or health insurance policies, or the equivalent, in lieu of mandatory Workers'

Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system;

- (ii) Commercial General Liability Insurance insuring the Services provided under this Agreement, with a minimum combined single limit of liability of ten million dollars (\$10,000,000.00) per occurrence covering bodily injury, property damage, personal injury, advertising injury, products and completed operations liability. Such policy shall have a general aggregate limit of not less than fifteen million dollars (\$15,000,000.00) and shall name ACA as an additional insured and contain severability of interests and cross liability provisions;
- (iii) Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles used in the provision of the Services, with a minimum combined single limit of liability for bodily injury and property damage of two million dollars (\$2,000,000.00) per accident;
- (iv) Professional liability insurance or errors and omissions liability insurance covering the Service Provider and all Staff providing Services under this Agreement but excluding Practitioners, including coverage for bodily injury with a limit of not less than five million dollars (\$5,000,000) per occurrence and an annual aggregate limit of not less than ten million dollars (\$10,000,000),
- (v) Errors and omissions liability insurance with a minimum combined single limit of liability of five million dollars (\$5,000,000.00) per occurrence, if the Service Provider provides training, clinical or otherwise, in connection with the Services;
- (vi) Errors and omissions liability insurances that includes cyber liability coverage for data breach and network security, with a minimum combined single limit of liability of two million dollars (\$2,000,000) per occurrence for such losses;

If any of the above policies are written on a claims-made basis, they shall be maintained for a period of thirty-nine (39) months following the termination or expiry of this Agreement. Such policies shall name ACA as an additional insured with respect to General Liability only and shall contain cross liability and severability of interests clauses.

Each Practitioner, who is Staff, shall obtain, provide proof of and maintain during the Term, membership in the Canadian Medical



Protective Association and his/her membership fees will be paid in full before delinquency during the Term.

The Service Provider shall ensure each Practitioner does all things necessary to entitle such Practitioner to all defence and indemnification services offered by his/her respective association, or its equivalent, with respect to all losses or costs arising from Services provided under this Agreement.

- (b) Unless such losses or Claims are the result of the negligence of ACA, the Service Provider hereby releases ACA, including its respective Affiliates, officers, directors, employees and contractors for losses or Claims for bodily injury, property damage or other Claims arising out of the Service Provider's performance of this Agreement and shall cause the Service Provider's insurers to waive any rights of subrogation against such released parties.
- (c) Certificates of insurance in form satisfactory to ACA shall be supplied to ACA evidencing that the above referenced insurance is in force, that not less than thirty (30) days written notice shall be given ACA prior to any cancellation or restrictive modification of the policies and that the waivers of subrogation are in force. At ACA's request, the Service Provider shall provide a certified copy of each insurance policy required under this Agreement.
- (d) The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by ACA. The fact that the Service Provider has obtained the insurance required in this Section 9.3 shall in no manner lessen nor affect the Service Provider's other obligations or liabilities set forth in this Agreement.

9.4 Dispute Resolution

- (a) In the event of a dispute between the Parties with respect to the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the Parties or any matter arising out of, or in connection with this Agreement (the "**Dispute**"), upon the written request of either Party, senior representatives from each of the Parties shall meet and negotiate in good faith without the necessity of any formal proceedings. The Parties agree to utilize all reasonable efforts to resolve any Dispute, whether arising during the Term or at any time after the expiration or termination of this Agreement, promptly and in a professional and amicable manner.
- (b) If a Dispute remains unresolved after twenty (20) Business Days of being referred to the senior management of the Parties for



negotiation or resolution, then either Party may initiate arbitration of the Dispute pursuant to the terms hereof. Subject to any matters or issues specifically excluded from arbitration pursuant to the provisions of Section 9.4(c) of this Agreement, any Dispute that has proceeded through senior management without resolution shall be submitted for arbitration in accordance with the following requirements:

- (i) The arbitration process shall be commenced by one Party to the Dispute providing a written notice to the other Party to the effect that the notifying Party wishes to have the Dispute resolved by binding arbitration. The arbitration shall be conducted in the City of Edmonton, by a single arbitrator with suitable expertise to be agreed upon by the Parties. If the Parties cannot agree on an arbitrator within ten (10) days of the written notice being delivered, either Party may apply to a judge of the Court of King's Bench to appoint an arbitrator in accordance with the *Arbitration Act* (Alberta), with written notice to the other Party.
- (ii) The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs, and may require the Parties make some or all of their submissions in writing or in any other manner which the arbitrator considers appropriate. The Parties intend to limit live testimony and cross-examinations to the extent necessary to ensure a fair hearing on material issues.
- (iii) The arbitrator shall issue a written decision within thirty (30) days of the arbitration. The written decision of the arbitrator shall contain a brief statement of each Dispute, the decision of the arbitrator with respect to such dispute, the reasons for such decision and an apportionment of costs for the arbitration process. The arbitrator's decisions in the Dispute shall be final and binding, with no recourse to appeal.
- (iv) The Parties desire that the arbitration shall be conducted in strict confidence and that there shall be no disclosure to any person (other than as necessary to carry out the arbitration) of the existence of the dispute or any aspect of the dispute.
- (v) Except as modified by this Section 9.4, the provisions of the *Arbitration Act* (Alberta), shall govern the arbitration process.



(vi) The Parties shall continue the performance of their respective obligations during the resolution of any Dispute or disagreement, including during any period of arbitration, unless and until the Agreement is terminated or expires in accordance with its terms and conditions.

(c) Exceptions from Dispute Resolution

Disputes on any of the following matters are expressly excluded from the provisions of Section 9.4 and accordingly the action(s) or decision(s) of the Party entitled to take the subject action(s) or make the subject decision(s) is final and binding unless the Parties mutually agree otherwise in writing:

- (i) any action by either Party not to renew or extend the Term of this Agreement;
- (ii) any Claims governed under the express terms of any insurance policies required to be provided pursuant to this Agreement; and
- (iii) any decision made to terminate this Agreement for convenience.

(d) Injunctive Relief

In addition to the remedies provided elsewhere in this Agreement, in the event that any of the obligations of either Party set forth in this Agreement are breached, the other Party shall, if appropriate, have the right to seek injunctive relief to prevent the ongoing breach of such obligations.

**10
NOTICE**

10.1 Address and Form

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail or written electronic communication which results in a written or printed notice being given, to the applicable address set forth below:



Acute Care Alberta

If to ACA:

Lead, Contracting and Commissioning
6th Floor,
10020 100 St NW
Edmonton, Alberta T5J 0N6

Email: Paulina.Ziccarelli@acutecarealberta.ca

Concurrent notices shall be addressed to:

Acute Care Alberta
General Counsel
10301 Southport Lane SW
Calgary, Alberta T2W 1S7

Email: catherine.macneill@acutecarealberta.ca

If to the Service Provider:

7350 Winterburn Road
Enoch, Alberta T7X 3Y3.
Attention: Chase Morin and Dan Weiss
Email: chase.morin@ecncorporate.ca and dan.weiss@weissclinics.com

Concurrent notices shall be addressed to:

Witten LLP
Suite 2500, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
Attention: Roger A. Smith
Email: rsmith@wittenlaw.com

A Party may change its address for notice by notifying the other Party to this Agreement, in writing, in the manner permitted in this Agreement.

10.2 Time of Delivery

Any demand, notice or communication made or given by personal delivery during normal business hours at the place of receipt on a Business Day shall be deemed to have been made or given at the time of actual delivery or, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail, or if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient, and on the Business Day during which such normal business hours next occur if not given during such hours on any day. Email transmittal is only valid where the recipient's email address is set out in this Article 10 (either expressly above or pursuant to a notice delivered in the manner



set out in this Agreement) and the sender receives a delivery receipt confirming the email was delivered to the recipient.

11 GENERAL PROVISIONS

11.1 Assignment and Fundamental Change

- (a) ACA may assign this Agreement in whole or in part or without the prior written consent of the Service Provider.
- (b) The Service Provider shall not assign this Agreement in whole or in part or without the prior written consent of ACA, which consent may be granted or withheld in ACA's sole discretion. Any Fundamental Change by the Service Provider shall be deemed to be an assignment of this Agreement by the Service Provider.

11.2 Subcontracting

The Service Provider shall not subcontract all or any portion of the Services without ACA's prior written consent, which consent may be granted or withheld in ACA's sole discretion. Any purported assignment or subcontracting by the Service Provider without ACA's prior written consent shall be void and of no force or effect.

11.3 Independence

Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of partnership or joint venture or a relationship of principal and agent, employer-employee, master-servant, or franchisor-franchisee between or among the Parties and no provision contained in this Agreement shall be deemed to construe the role of the Service Provider other than an independent contractor. Except as specifically authorized in this Agreement, the Service Provider shall not have any authority of any kind to act on behalf of ACA and shall not purport to do so. The Service Provider shall be responsible for the actions or omissions of its Staff.

11.4 Non-Exclusivity

The Service Provider may provide non-Insured medical services outside this Agreement. Any services provided by the Service Provider at the Facility which are not part of the Services are not and shall not be deemed to be subject to the terms of this Agreement. The Service Provider agrees to manage the Facility in a manner which reasonably ensures that the provision of services other than the Services do not limit or otherwise compromise the provision of the Services as contemplated by this Agreement or unreasonably inconvenience Patients.



11.5 Amendment; Waiver

- (a) Subject to 11.5(b), this Agreement may not be amended or supplemented except by written instrument that is signed by a duly authorised representative of the Parties and expressly states that it is intended to amend or supplement, as the case may be, this Agreement.
- (b) ACA may amend the report forms, electronic data submission methods and Supporting Documents/invoicing structure, at any time to ensure that Services are delivered in a manner that ACA determines appropriate. ACA will provide the Service Provider with reasonable notice, which will not be less than thirty (30) calendar days, prior to any changes taking effect.
- (c) No indulgence or forbearance by any Party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other Party and any such waiver, in order to be binding upon a Party, must be expressed in writing and signed by such Party and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.

11.6 Survival

Neither the expiration nor the earlier termination of this Agreement will release either Party from any obligation or liability which accrued prior to such expiration or termination. The Parties agree that the provisions of this Agreement requiring performance or fulfillment after the expiration or early termination of this Agreement, including provisions set out in Sections 5.1, 5.2, and 8.2, Article 6, Article 7, and Article 9 and such other provisions as are necessary for the interpretation thereof, the nature and intent of which is to survive termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

11.7 Whole Agreement

This Agreement shall, when duly executed, supersede and replace all other existing agreements, understandings or negotiations between the Parties with respect to the subject matter of this Agreement. There are no representations, warranties or agreements, either written or oral, which are binding on the Parties and which are not contained, or referred to, in this Agreement.

11.8 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including successors by reason of a Fundamental Change of any Party) and permitted assigns or, if the Service Provider is an individual, this



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Agreement enures to the benefit of and is binding upon its heirs, attorneys, guardians, estate trustees, executors, trustees and permitted assigns.

11.9 Further Assurances

Each of the Parties shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to, better evidence or perfect the full intent and meaning of this Agreement.

11.10 Effective Date

This Agreement is the written memorandum and documentation of a verbal agreement entered into between the Parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the Parties agree that the terms and conditions of this Agreement have operated as between them and been effective as of the Effective Date.

11.11 Execution and Delivery

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such Party.



**Acute Care
Alberta**

IN WITNESS WHEREOF each of the Parties has executed this Agreement for the Provision of Chartered Surgical Facility Services as of the respective date indicated below.

ACUTE CARE ALBERTA

Per: *Original Signed*
Name:
Title:

Date:

Per: *Original Signed*
Name:
Title:

Date:

ENOCH CREE NATION-WEISS MEDICAL CLINIC LIMITED PARTNERSHIP

Per: *Original Signed*
Name:
Title:

Date:

Per: *Original Signed*
Name:
Title:

Date:

ACCA COPY



SCHEDULE “A” DEFINITIONS

Each of the words and phrases used herein that are not otherwise defined shall, when capitalised, have the following meaning ascribed to it.

“**Accredited**” or “**Accreditation**” means, in respect of any proposed use of a facility, that the facility is approved for such use and formally accredited by the College and by any other Professional Governing Body having any jurisdiction to do so.

“**Affiliate**” has the meaning ascribed to it in the *Business Corporation Act* (Canada).

“**AHSHS**” means the Ministry of Hospital and Surgical Health Services (Alberta).

“**Agreement**” means this agreement entitled “Agreement for Provision of Chartered Surgical Facility Services” and all Schedules annexed to this Agreement and otherwise incorporated in the Agreement.

“**ACA**” has the meaning ascribed to it in the preamble of this Agreement.

“**ACA Contract Manager**” means the ACA representative set out in Section 10.1 of this Agreement;

“**ACA Policies**” means those written policies, processes, bylaws, directives, guidelines, manuals, standards and requirements formulated by ACA which are applicable to all surgical facilities in the province of Alberta.

“**Applicable Laws**” means ATIA, POPA, HIA, HFA and all relevant regulations thereto, together with all other federal, provincial and municipal laws, rules, orders, regulations, by-laws in force and applicable to the provision of the Services, the Facility and the Service Provider.

“**ATIA**” means *Access to Information Act (Alberta)*.

“**Business Day**” means any day, other than Saturday, Sunday or any statutory holiday in the Province of Alberta.

“**Canadian GAAP**” means (i) the accounting principles generally accepted in Canada, as set out in the CPA Canada Handbook issued by the Chartered Professional Accountants of Canada, and applied consistently, and (ii) audits conducted in accordance with the Canadian Auditing Standards (CAS) issued by the Chartered Professional Accountants of Canada.

“**Claims**” includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, information or other similar processes, assessments or reassessments, judgments, debts,



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liabilities, expenses, costs, damages, or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, known or unknown, including loss of value, professional fees, including fees and disbursements of legal counsel on a solicitor-ACA basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“**Clinical adverse event (CAE)**” means an event that reasonably could or does result in an unintended injury or complications arising from health care management, with outcomes that may range from (but are not limited to) death or disability to dissatisfaction with health care management, or require a change in patient care

“**Clinical Privileges**” has the meaning as set out in the Medical Staff Bylaws applicable to a Practitioner, and generally means the delineation of the procedures that may be performed by a Practitioner, the sites of clinical activity in which a Practitioner may perform procedures or provide care to Patients, and the programs and professional services that are available to a Practitioner in order to provide care to Patients.

“**CSF**” means Chartered Surgical Facility.

“**College**” means the College of Physicians and Surgeons of Alberta, the College of Dental Surgeons of Alberta, or the College of Podiatric Physicians of Alberta, as applicable.

“**Confidential Information**” means:

- (a) any ACA related information, material, documents, data, trade secrets in whatever form and whether given directly or indirectly, in writing or orally or by inspection of processes and including but not limited to information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, security or marketing nature, relating to ACA’s past, present and future suppliers, or relating to the business or operations of ACA including the terms and conditions of this Agreement; and
- (b) all personal information as defined in ATIA and POPA and health information as defined in the HIA, disclosed to, or observed by, the Service Provider or the Staff.

“**Defaulting Party**” has the meaning ascribed to it in Section 3.3(a) of this Agreement.

“**Designated**” means, in respect of any proposed use of a facility, that the facility has been designated for that use by the Minister to the extent required pursuant to the HFA.



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“Edmonton Corridor” means the geographic area identified in Schedule "K" (centred around the city of Edmonton and including surrounding municipalities), as may be amended, replaced, superseded or re-designated from time to time by the Minister or the Government of Alberta.

“Effective Date” has the meaning ascribed to it on the first page of this Agreement.

“Enhanced Medical Goods or Services” has the meaning set out under the HFA.

“Essential Services” means any component of the Services that in the opinion of ACA, acting reasonably, and Minister of Health is critical to the care, health or safety of Patients;

“Facility” means the Service Provider’s located at: 7350 Winterburn Road, Enoch, Alberta T7X 3Y3

“Facility Pre-Operation Deliverables” means the conditions and milestones that are to be completed prior to the Chartered Surgical Facility going into operation.

“Force Majeure” means the occurrence of an event beyond the control of a Party affected which render it impossible for that Party to fulfill its obligations under this Agreement or which will delay such fulfillment; provided that (i) the non-performing Party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other means and (ii) in the case of Force Majeure claimed by the Service Provider, the Service Provider is not excused from its Essential Services and business continuity and disaster recovery obligations in Sections 3.6 and 3.7. Subject to the foregoing, Force Majeure includes (i) explosions, fires, flood, earthquakes, catastrophic weather conditions or other elements of nature or acts of God, (ii) change in government policy or legislation, or (iii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots or civil disorders and does not include failure to perform due to a Party's lack of funds, or financial ability, or capacity to carry on business as a result of labour dispute affecting such Party, or as a result of a pandemic or similar form of epidemic, or a change in government policy, legislation or administration that simply makes the performance of the affected Party’s obligations under this Agreement more difficult but does not render it impossible.

“Fundamental Change” means any change to a corporation as set out in Part 14 of the *Business Corporations Act* (Alberta).

“Governmental Authority” means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining



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to government over the Person, or the assets of the Person, referred to in the context in which such word is used.

“**Harm**” means an unexpected outcome for the patient, resulting from the care and/or services provided, that negatively affects the patient's health and/or quality of life.

“**Healthcare Delivery Change**” means a legislated restructuring or reorganization of all or a substantial part of the health services delivery system in Alberta, including as a result of a Ministerial Order, such as the decommissioning of ACA into a regional health authority model or amalgamation of ACA with another significant Canadian healthcare entity.

“**HFA**” means the Health Facilities Act (Alberta).

“**HIA**” means the *Health Information Act* (Alberta).

“**Initial Term**” has the meaning ascribed to it in Section 1(a) of Schedule "B" of this Agreement.

“**Innovation Change**” means, a change and/or advancement in technology, clinical process or standard of care, etc. that increases efficiency and reduces costs to the Services performed under this agreement.

“**Insured**” means, in relation to the provision of any service, that such service is provided in circumstances under which a benefit is payable under the *Alberta Health Care Insurance Act*.

“**Intellectual Property**” means all tangible and intangible intellectual, proprietary, and industrial property, trade secrets, know-how or information howsoever created and wherever located including trade secrets, trade names, slogans, official marks or logos, copyrights, moral rights and other works of authorship, industrial designs, patents, patentable and non-patentable inventions, innovations, processes, information, trade secrets, know-how, whether registered or unregistered and all applications for registration.

“**IPC**” means infection prevention and control.

“**IPC Standards**” means the Infection Prevention and Control Standards set out in Schedule “D”, as amended from time to time.

“**Medical Staff**” means Practitioners appointed pursuant to the applicable Medical Staff Bylaws.

“**Medical Staff Appointment**” means the admission of a Practitioner to the applicable Medical Staff.



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“Medical Staff Bylaws” means those medical staff bylaws which have been established from time to time by the appropriate authority or its predecessors and approved by the Minister, if applicable, and which are applicable to Practitioners practicing in hospitals or other health care facilities operating under its jurisdiction in the area in which the Facility is located.

“Minister” means the Minister of Hospital and Surgical Health Services for the Province of Alberta.

“Ministerial Directive” means

- (i) a statute of the Legislature of Alberta;
- (ii) a regulation made by the Lieutenant Governor in Council under a statute;
- (iii) an order of the Lieutenant Governor in Council made under a statute, regulation or royal prerogative; or
- (iv) a Ministerial Order or Directive made under a statute or regulation;

“Net Debt” is calculated by adding short-term and long-term debt and subtracting cash and liquid assets.

“Net Debt to Total Equity Ratio” means the quotient calculated by dividing Net Debt by total equity.

“Non-Defaulting Party” has the meaning ascribed to it in Section 3.3(a) of this Agreement.

“Others” has the meaning ascribed to it in Section 9.1(a) of this Agreement.

“Patient” means any Alberta resident with a current valid Alberta Personal Health Card who receives or attempts to receive the benefit of the Services.

“Party” means ACA or the Service Provider and **“Parties”** means ACA and the Service Provider and their respective successors and permitted assigns.

“Performance Reports” means any and all reports, content, documentation, material, or data, in any form or notation to be provided by the Service Provider to ACA in connection with the Services to be submitted to ACA referred to in Section 8.1 of this Agreement.

“POPA” means the *Protection of Privacy Act* (Alberta).

“Practitioner” means a physician (including anesthesiologists and surgeons), dentist, podiatrist, regulated member of the College who holds a practice permit issued under the *Health Professions Act (Alberta)* and licensed for independent practice within the Province of Alberta.



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“Professional Governing Body” means any governing body having legislative authority to admit, control or regulate any of the Staff, Practitioners and persons engaged in performance of the Services, and includes, where applicable, the College.

“Records” has the meaning ascribed to it in Section 8.2 of this Agreement.

“Reportable Incident” means a situation in which a Patient has suffered Harm, all in accordance with Schedule “C”.

“Regulated Health Care Professional” means a health professional regulated by Alberta’s Health Professions Act but does not include Practitioner

“Renewal Term” has the meaning ascribed to it in Section 3.1(b) of this Agreement.

“Rights” means any and all proprietary rights available at common law, equity and statute in respect of the Intellectual Property.

“Services” means the services to be performed by the Service Provider as more particularly set out in Schedule “B” hereto.

“Service Fees” means the fees payable by ACA to the Service Provider for the performance of the Services as more particularly set out in Schedule “B” hereto.

“Service Provider” has the meaning ascribed to it in the preamble of this Agreement.

“Service Start Date” means after the Facility is Accredited and Designated and deemed Patient ready by the College, the date in which the Service Provider shall commence Services.

“Staff” means all individuals employed or otherwise retained by the Service Provider for any purpose related to the provision of the Services including the Service Provider’s employees, officers, directors, volunteers, agents and all other third party service providers retained by the Service Provider.

“Standards” means all standards, guidelines and directives issued by AHS the College or any other Professional Governing Body having jurisdiction relevant to the Service Provider or the Services.

“Substantial Breach” means the following:

- (a) where the Service Provider makes a general assignment for the benefit of its creditors or a proposal under applicable bankruptcy legislation, or if a bankruptcy petition is filed and presented against the Service Provider or a custodian or receiver/manager or any other office with similar powers is



- appointed in respect of the Supplier or its respective properties, or any substantial portion thereof;
- (b) a breach of any confidentiality provision of this Agreement;
 - (c) the Service Provider abandons the performance of all or any part of the Services;
 - (d) the Service Provider takes an action or fails to take an action which results in substantial harm or disrepute to the status and reputation of ACA;
 - (e) a breach of this Agreement not remedied in accordance with Section 3.3(a);
 - (f) a breach of any of the terms of Article 5, Article 6, Article 7, Section 8.2, Section 9.3, Section 11.1 or Section 11.2 of this Agreement;
 - (g) in the case of the Service Provider, a breach that in the opinion of ACA, acting reasonably, could affect the health or safety of Patients;
 - (h) in the case of the Service Provider, fraudulent or unauthorized use of Service Fees;
 - (i) criminal activity of the Service Provider;
 - (j) in the case of ACA, ACA breaches the Agreement by failing to make any payment required pursuant to this Agreement (subject to any cure period);
or
 - (k) an otherwise incurable breach of this Agreement.

“Supporting Documentation” has the meaning ascribed to it in section 4.1(a) of this Agreement.

“Targeted Volumes” means the ACA forecasted annual projected surgical volumes for the upcoming fiscal year (April to March)

“Term” has the meaning ascribed to in Section 3.1(a) of this Agreement.

“Work Product” has the meaning ascribed to in Section 6.3(a) of this Agreement.



**SCHEDULE “B”
TERM, REPRESENTATIVES, FREQUENCY OF MEETINGS, DESCRIPTION
OF SERVICES AND SERVICE FEES**

1. Service Term

(a) Initial Term

Subject to earlier termination as contemplated in this Agreement, the Service Provider shall commence the Services on the Service Start Date. The initial service term (“**Initial Term**”) shall be measured from the Service Start Date and shall be for a period of ten (10) years.

The Operational Date of the Facility will commence on an agreed upon date, which will be no earlier than the completion and receipt of ACA approvals of the Facility Pre-Operation Deliverables (refer to 1.4.1 herein).

(b) Renewal Term

ACA may renew the Initial Term for two (2) additional Renewal Terms of five (5) years that do not exceed, in aggregate, a total of additional ten (10) years.

2. Service Provider Representative

Name: Lorraine Oleski
Position: Executive Director
Tel: 780-307-7675
Email: Lorraine.Oleski@weissclinics.com

ACA Representative

Name: Paulina Szczurek
Position: Lead, Contracting and Commissioning
Tel: 780-298-2170
Email: Paulina.Szczurek@acutecarealberta.ca

Name: Jennifer Ditchburn
Position: Lead, Contracting Specialist
Tel: 587-686-8729
Email: Jennifer.Ditchburn@acutecarealberta.ca



3. Overview of Services

The Service Provider shall provide CSF services related to the provision of Insured Orthopedic procedures under the *Alberta Health Care Insurance Plan* (Alberta) (together with the ancillary services set out below, the “**Services**”).

The Service Provider may deliver the Services with Practitioners having Clinical Privileges for the Edmonton Corridor in which the Facility is located; provided that in each instance, the provision of the Services requested is both clinically and ethically appropriate, and constitutes the provision of a service which is Insured to a person eligible to receive those Services.

4. Service Provider Responsibilities

- (a) In collaboration with ACA, acting reasonably, ensure that the Services are part of the health system which optimizes resource utilization and are of high quality, efficient, effective, and aligned with the standards set by public hospitals;
- (b) The Service Provider must adhere to the ethical guidelines and norms as set out by the CPSA, the Medical Staff and Professional Governing Body having jurisdiction over matters pertaining to Practitioners and Staff providing the Services.
- (c) Subject to the resources reasonably available to the Service Provider for such purposes, the Service Provider will accommodate ACA, acting reasonably, with respect to the following:
 - (i) Education Support: The Service Provider will work collaboratively with ACA and appropriate educational institutions in the pursuit of their respective missions to educate students, residents and other post-graduate learners in medicine and other health disciplines in the Province of Alberta. Without limiting the foregoing, the Service Provider’s involvement may include the participation of students in hands-on as well as observational clinical experiences, including:
 - 1. Patient care;
 - 2. Surgical and anesthetic teaching and assisting;
 - 3. Counselling and technical evaluation of patients, pre-operatively and post-operatively;
 - 4. Quality improvement protocols; and
 - 5. Development, evaluation and completion of research protocols.
 - (ii) Research Support: In coordination with ACA, the Service Provider may participate in research which in any way relates



to the Services provided under this Agreement according to research protocols approved by ACA and confidentiality requirements within the Province of Alberta.

- (d) The Service Provider shall notify ACA in the event that it undertakes or agrees to participate in any form of clinical trial, research project, material surgical instrument (i.e. surgical robot), or similar activity which in any way relates to the Services provided under this Agreement and ensure that it has all necessary approvals for any of the above noted activities. The Service Provider shall, upon request, provide ACA with written evidence of Patient disclosure and consent to research.

5. Staffing, Medical Staff Appointments and Clinical Privileges

- (a) The Service Provider will work in a collaborative manner with ACA and other health service providers to ensure recruitment of Regulated Health Professionals and other Staff does not unduly compromise acute care delivery within the Province of Alberta or the ability of ACA to fulfill its statutory and regulatory responsibilities.
- (b) Practitioners engaged in performing the Services must be members of the Medical Staff, with a Medical Staff Appointment and Clinical Privileges, entitling them to perform surgical and other services of the type and character of the Services performed at the Facility. The Medical Staff Appointment and Clinical Privileges must be located in the Edmonton Corridor, unless otherwise approved by ACA Representative. The Medical Staff Appointment must be in the Active Staff category unless otherwise pre-approved in writing by ACA.
- (c) The Service Provider shall employ a CPSA approved Medical Director who:
 - (i) has an active appointment on the Medical Staff; and
 - (ii) will ensure the facility standards of care, clinical policies, processes and procedures, at a minimum, comply with the CPSA medical standards of care, policies and procedures and any relevant ACA standards of care, policies, processes and procedures.
- (d) The Service Provider shall immediately notify ACA if any concerns arise related to a Practitioner's professionalism or competencies that results in a review or action taken by CPSA, or the Service Provider.



- (e) At a minimum, Staff must have the appropriate competencies for the needs of the Patient population served, in compliance with the CPSA, Operating Room Nurses Association of Canada and the applicable Professional Governing Body.
- (f) Whenever general anesthetics or sedation are used, the service provider will follow current CPSA standards.
- (g) All Patient care Staff must follow current CPSA standards.
- (h) In addition to skilled nursing Staff, the Service Provider must provide for appropriately trained and experienced support Staff, including but not limited to manager, booking personnel, re-processing Staff and housekeeping Staff.

6. Equipment & Supplies

- (a) All equipment used in the delivery of the Services shall be in good working order and maintained in accordance with manufacturers specifications and guidelines, and other applicable Standards.
- (b) Medical surgical, pharmaceutical, and linen supplies must be appropriate for the Patient population to be served. The Service Provider shall consult with the surgeons in its Staff to identify the surgeons' preferred medical surgical, pharmaceutical, and linen supplies and reasonably accommodate these preferences. The Service Provider shall ensure that the Services, equipment, and supplies comply in all respects with the IPC Standards, attached hereto as Schedule "D".
- (c) Service Provider shall notify ACA Representative if equipment downtime or supply shortage will affect scheduled Patient Services.

7. Waitlist Management

The Service Provider shall adhere to applicable Policies and Standards for surgical waitlist management and services to support patient access. This includes but is not limited to:

- (a) Patients are prioritized based on acuity and those waiting the longest.
- (b) Assignment of Adult Coding Access Targets (ACATS) to all patients to support clinical triage and prioritization is required and compliance to provincial waitlist management monitoring and reporting is necessary to support provincial coordination and wait list reduction strategies.



- (c) Surgical scheduling and booking will adhere to the principles supporting wait list reduction and clinical triage as noted above ensuring that patients waiting the longest utilizing ACATS codes and ACA waitlist reduction guidelines are implemented and ensure optimal outcomes for patients.
- (d) Operational Direction Waitlist Management Guidelines dated December 2023 outline waitlist management expectations in ACA for all contracted service providers. As such, all CSFs are expected to work collaboratively with ACA to adhere to waitlist management guidelines and waitlist reduction key performance indicators in accordance with the directive and any relevant successor policies.
- (e) All Patients must be medically, functionally and socially optimized prior to deemed ready to treat for surgery.
- (f) Surgical waitlist review will be ongoing and timely adjustments to patient prioritization based on patient clinical condition, or other relevant factors including patient choice, will require adjustment to ensure optimal waitlist management as outlined in the sections above.
- (g) Service Provider shall plan for the Targeted Volumes of surgeries on a quarterly basis. Notification of the inability to deliver Targeted Volumes must be communicated to ACA by the end of Q3 (end of December each Fiscal Year).
- (h) The Service Provider shall facilitate communication and coordination of information between the referring provider and specialists in accordance with the College of Physicians and Surgeons of Alberta referral guidelines.

8. Patient Services

- (a) The Service Provider will provide the following information and address any questions the Patient may have related to the surgical process during the booking conversation. The conversation will include:
 - (i) outline of the surgical process and what to expect;
 - (ii) attendance expectations;
 - (iii) directions to the Facility;
 - (iv) pre-operative instructions; and
 - (v) any other appropriate information (e.g., surgeon specific postop information, who to contact in case of a concern/complication).



(b) Patient Admission Criteria

The Service Provider will ensure that the following criteria are met prior to commencing the surgical intervention:

- (i) The Patient's informed consent to undergo surgery has been obtained; and
- (ii) The Patient is medically stable and there is no evidence of any contraindications that may put the Patient at risk for surgery in the chartered surgical facility.

The Service Provider will inform the referring practitioner immediately if any of the above admission criteria are not met or the surgery must be completed in a public hospital.

(c) Anesthesia

All Patients undergoing anesthesia shall be assigned and noted on the Patient's chart, an American Society of Anesthesiologists (ASA) classification of physical status by an anesthesiologist. Preoperative evaluation and Patient selection shall be according to the CPSA Standards and Guidelines for CSFs.

(d) Discharge Process

The Service Provider will provide the Patient with detailed discharge instructions including the contact information for their attending surgeon and/or covering surgeons in the event of post-operative emergency. Emergency Room information for any after hour needs and any immediately required supplies/medications will also be provided. Prescriptions for additional supplies/medications will be provided along with discharge information.

(e) Post Surgical Follow Up

The Service Provider will provide the Patient with the date and time of the first post-operative follow up appointment or instructions for booking the follow up appointment prior to discharge.

(f) Unplanned Transfer to Hospital



For Patients requiring emergency transfer from the Facility to an acute care hospital, the Service Provider shall ensure that the attending physician or anesthesiologist shall directly communicate this transfer to an appropriate colleague or emergency room physician of the receiving hospital. Patient care information must accompany the Patient to the hospital. This shall include, but not be limited to, copies of the following: history and physical exam record; consultation records; diagnostic records (lab reports, appropriate x-rays; ECG, etc.); anesthetic record (if applicable); operating room; and recovery room nursing records (if applicable).

Emergency Health Services (“EHS”) transportation costs will be paid by ACA only for Patients that require an unplanned transfer to an emergency department and/or admission to hospital.

9. Service Planning & Accountabilities

- (a) The Service Provider is responsible for scheduling appropriate surgical time at the Facility to meet the Annual Floors as outlined in Section 14.
- (b) ACA, directly or through its delegate, will allocate surgical procedures and Practitioners to the Facility.
- (c) The Service Provider is responsible to ensure Anesthesia providers are scheduled as required, provided that the Service Provider will work with ACA, directly or through its delegate, to ensure availability of such Anesthesia providers as scheduled.
- (d) ACA and the Service Provider will work collaboratively to ensure optimal delivery of the Services through the Facility.
- (e) Surgical Annual Floors
 - (i) The minimum annual Service volumes, as outlined in Section 14 for each fiscal year (April to March) during the Initial Term or a Renewal Term (the “Annual Floors”). The Annual Floors during the first year of operation of the Facility will be prorated from the date of the commencement of operations of the Facility to align with ACA’s fiscal year (April 1 to March 31).
 - (ii) After the second year of the Initial Term, in the event the Service Provider fails to perform at least the Annual Floor in a given fiscal year, and it is solely the Service Providers fault, ACA reserves the right to adjust subsequent years Annual Floor by the volume that was not delivered. In the event of failure by the Service Provider to perform at least 90% of the applicable Annual Floors in any 2 years over a 5 year period, and it is solely



the Service Providers fault, will constitute a Substantial Breach of the Agreement.

- (iii) If the adjustment of the Annual Floors pursuant to Section 9(e)(ii) is disputed in accordance with section 9.4 of the Agreement, the adjustment of the Annual Floors shall not be implemented until the dispute resolution process has concluded.
- (iv) To ensure alignment of demand and capacity, volumes floors to be reviewed every 2 years of the Initial Term, and any renewals or extensions thereof.
- (v) Six (6) months prior to the Service Provider commencing operations, the Parties will develop a phased admission plan that will establish minimum volumes targets during the first six (6) months to one year of operations. It is understood that the first operational year of the Agreement may not meet annual floor volumes.
- (vi) Subject to section 4.4 of the Agreement, the Annual Floors will not be decreased throughout the Initial Term or any Renewal Term, if Service Provider is meeting the Annual Floors.
- (vii) In furtherance of the Parties' commitment to work in a collaborative manner to offer the best opportunity for patient care, in the event that ACA determines that there is a need to increase the volume of Services being provided in the Edmonton Corridor, and provided that Service Provider is on target to meet its current Floor Volumes, ACA will discuss with the Service Provider the additional volume of Services which it has determined are required in the Edmonton Corridor prior to making a market offering for such increase in the volume of Services and the Service Provider may be offered the opportunity to meet the increase in volume demand, if the opportunity complies with ACA procurement policies and applicable trade agreements. For clarity, ACA does not guarantee to the Service Provider any right of exclusivity for provision of services of the nature and type of the Services in the Province of Alberta or any part thereof.
- (viii) The Parties acknowledge that the provisions of this section 9, including reference to the Annual Floors, may be impacted by renegotiations referred to in section 4.4 of the Agreement.

10. Innovation



- (a) During the Term, ACA may elect to implement pilot projects. Such pilot projects may include engaging the Service Provider to support the pilot project. ACA and the Service Provider shall collaborate in implementing and providing services under any pilot project.
- (b) Upon request, the Service Provider shall have the option, but not the obligation, to participate in technology assessments, including equipment, utilizing testing protocols and procedures;
- (c) The Service Provider shall inform ACA of any new technology/practice procedures related to the Services which are discovered and which appear to have a reasonable potential to significantly impact either Patient care or the cost of providing the Services; and
- (d) The Service Provider shall advise ACA prior to use of new technology/ practice procedures in connection with the Services if it impacts the clinical practice on contracted procedures.

11. Quality Assurance

The Service Provider shall either directly, or in partnership with other organizations working with the Service Provider, which have been approved by ACA acting reasonably:

- (a) ensure that Patients are given the opportunity to evaluate or comment on the Services;
- (b) distribute and retrieve satisfaction surveys on the Services on a voluntary and confidential basis;
- (c) make available its satisfaction survey results on the Services to ACA and Patients;
- (d) implement any improvement plans developed with ACA arising out of the survey results on the Services;
- (e) review and investigate all complaints and incidents filed in relation to the Services provided by the Service Provider in accordance with ACA Policies and Standards;
- (f) collaborate and cooperate with ACA on a continual basis in the development and implementation of innovative projects or processes relating to the provision of surgical services in the Province of Alberta of, or similar to, the nature and type of the Services, including those related to:
 - (i) assessing the health needs in the Province of Alberta,



- (ii) assessing resource utilization in the Province of Alberta,
- (iii) developing continuous quality improvements,
- (iv) evaluating the cost effectiveness of the Services; and
- (v) developing processes to accommodate expected future changes to Patients requiring services (e.g. population ageing, criteria expanding), and to implement within the Facility all related quality assurance and monitoring activities developed or adopted by ACA.

12. Contract Governance

The Parties recognize that it is in their mutual interest to work cooperatively to govern their relationship and wish to establish a governance model.

- (a) The parties shall establish an Operations Committee to discuss and collaborate on the Services including, but not limited to:
 - (i) patient flow within the Facility;
 - (ii) data analysis and performance evaluation;
 - (iii) review Service Provider accountabilities, and analyze relevant data, metrics, and key indicators.
 - (iv) assess how Service Provider metrics impact system performance and the Patient experience;
 - (v) Standardization of equipment and supplies across CSFs and ACA sites in the Edmonton Corridor;
 - (vi) teaching, innovation and research opportunities;
 - (vii) any relevant procedures/processes and protocols;
 - (viii) collaborate to identify opportunities for improvement, streamline processes, minimize redundancies, and maximize the impact of the Services within the Edmonton Corridor;
- (b) The Parties shall identify and invite relevant internal stakeholders, namely (i) subject matter experts, (ii) three (3) representatives from the Service Provider, (iii) representatives from the medical leadership team including the relevant departments/sections of surgery and/or anesthesia, as applicable and approved by ACA, and (iv) ACA representatives. If there are changes in Operations



Committee representative, the Parties agree to notify the other party in a timely manner. Each representative will have a term of one (1) year on the operations committee and there are no term limits for any one representative.

- (c) The Operations Committee shall also define a set of principles which pertain to its functions, ensure decisions shall be based first on what is best for excellent patient health and experience, and then take into account what is optimal for providers, learners, the health system, and the Service Provider.

13. Reporting

- (a) The Service Provider shall report to ACA in accordance with ACA' Reporting Requirements in Schedule "F". The Service Provider shall submit the required reports in the format(s) and frequency(s) as determined by ACA.
- (b) The Service Provider shall provide other reports, including ad hoc reports, upon the request of ACA, acting reasonably.
- (c) Complete any required operative reports and information for the ACA procedures (or similar report) (the "**Operative Report**") to contribute to the required ACA platforms. The Operative Report must include:
 - (i) Date of Surgery;
 - (ii) Pre-operative diagnosis;
 - (iii) Post-operative diagnosis;
 - (iv) Thorough description of surgical procedure and operating room patient care record;
 - (v) Patient tolerance to procedure;
 - (vi) Any abnormal findings and/or complications observed during the procedure;
 - (vii) Anticipated recovery date; and
 - (viii) Approximate date of the follow-up.
- (e) To help Staff meet these Operative Report requirements, the Service Provider will provide a template/guide/outline to all Practitioners and ensure the guide is posted or otherwise readily available to Practitioners within the Facility.



- (f) Deliver to ACA copies of the Operative Report and all medical health records created by the Staff regarding the Services, whereby the Service Provider shall meet or exceed the following minimum targets:
- (i) 95% of the final electronic medical records completed and electronically contributed to ACA' supported electronic system within five (5) Business Days of the procedure being completed;
 - (ii) The remainder of the final electronic medical records reports completed and electronically contributed to ACA' supported electronic system within ten (10) Business Days of the procedure being completed;
 - (iii) An anesthetic record, operating room patient care record and post anesthetic recovery room record shall be completed by the medical and nursing professionals providing direct care for every Patient prior to discharge from the Facility; and
 - (iv) Ensuring the Practitioner provides the referring physician (who referred the Patient to the Service Provider or Staff) with a copy of the Operative Report within the performance target timelines listed above;
- (g) Copies of all medical health records related to Services performed at the Facilities will be transferred or transmitted accurately and expeditiously (by courier or electronic means, subject always to the form of transfer or transmittal used meeting the requirements of all Applicable Laws related to privacy and protection of data) to all those persons responsible for the ongoing care, if any, of Patients, in every case and ACA, when requested.
- (h) **Blood Products**
The Service Provider is required to have access to blood products and the Service Provider shall make arrangements with the blood bank.
- (i) **Reportable Incidents**
The Service Provider will communicate all Reportable Incidents to ACA in accordance with requirements outlined in Schedule C, including instances of surgical postponement on the day of scheduled surgery related to lack of available equipment or unavailability of Surgeon or Anesthesia



- (j) Notwithstanding Sections 13(d) and 13(e), the Service Provider shall at all times comply with the applicable legislative provisions, regulations, policies and directives which are now, or at anytime in the future become, applicable to the Service Provider regarding the maintenance of their legal record of care.

14. Service Fees

Pricing and procedure details provided in the original signed agreement.

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Table 1C: Maximum Term Value

Proposed Surgical Facility Fee – Operational Year 1 (Est, 2026)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$23,000,000	\$23,690,000	\$24,400,700	\$25,132,721	\$25,886,703	\$26,663,304	\$27,463,203	\$28,287,099	\$29,135,712	\$30,009,783

Service Provider will determine the case mix above the floor volume within the max contract value and within the waitlist management guidelines.

The total maximum value of this Agreement for Operational Year 1 shall not exceed \$23,000,000 inclusive of facility fees, overnight stays and implant reimbursement. The maximum value indicated above should in no way be taken to be representation, warranty or guaranteed by ACA that the Service Provider will have sufficient insured procedures to achieve the stated maximum value during the term of this Agreement, whereby to note, there is no carryover of unused budget for the terms noted above to any future contract services.



APPENDIX B-1

CONSTRUCTION AND PROGRESS UPDATE

	Development Timetable	Confirm if already completed	Actual or Estimated Completion Date YYYY -MMM	Progress Updates
1	Financing			
2	Secure Performance Bond			
2	Onboard Architectural Consultant			
3	Design and planning of CSF floor plans			
4	Finalize and execute CSF floor plans			
5	Building Permit (permit to renovate / construction)			
6	Construction tender			
7	Construction commences			
8	Planning of Furniture, Furnishings and equipment			
9	Procure medical equipment			
10	Transition, Planning and relocation			
11	Installation, Testing, and Training			
12	Substantial Completion			
13	Final Completion			
14	Turnover			
	<add as applicable>			

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**APPENDIX B-2
Key Project Milestones**

	Development Timetable	Actual or Estimated Completion Date YYYY -MMM	Met / Not Met
1	Financing secured		
2	Performance bond secured		
3	Approval of site/floor plan		
4	Execute construction phase		
5	Confirmation of EMR path		
6	Final plans completed for furniture, furnishings, and equipment		
7	Procure medical equipment		
8	Procure consumables		
9	CPSA accreditation process completed		
10	Formalize staff hiring plan and metrics		
11	Formalize staff training plan and metrics		
12	Formalize policies, protocols, and procedures		
13	Construction phase		
14	Final construction completion and turnover		
15	Approval of CSF site		
	<add as applicable>		

**SCHEDULE “C”
SAFETY EVENT REPORTING PROCESS**

Reporting of the following specific events is required within 24 hours:

- a. Inability to place an endotracheal tube or provide regional anesthesia resulting in cancellation of a procedure
- b. Any medical event occurring at the facility resulting in cancellation of a scheduled procedure
- c. Severe allergic reaction or anaphylaxis
- d. Surgery on the wrong body part or the wrong patient or conducting the wrong surgical procedure
- e. Unintended foreign object left in a patient following a surgical procedure
- f. Use of improperly sterilized instruments or equipment
- g. Wrong tissue, biological implant or blood product given to a patient
- h. Need for transfer to Acute Care from the CSF via EHS
- i. Need for treatment that relates to a surgery at the Facility at an emergency department within 30 days of surgery
- j. Need for admission to an acute care facility within thirty (30) days of surgery
- k. Intra or post operative hemorrhage requiring blood transfusion or requirement for a blood transfusion within thirty (30) days of surgery;
- l. Return to the operating room within 30 days of surgery
- m. Surgical site infection occurring within 30 days of surgery

Additionally, Service Providers are required to report all situations where Patients have suffered any Clinical Adverse Event resulting in patient Harm in accordance with the following grid:

Event	When to Report	
Hospital Transfers	To be reported immediately, and	



	quarterly reporting of aggregate data, irrespective of level of Harm	
Severe Harm including death	To be reported immediately in reasonable detail, with follow up report in complete detail to be submitted within 24 hours of event	
Moderate and Minimal Harm	To be reported in complete detail within 72 hours of event	

Definitions

“Harm” means an unexpected outcome for the patient, resulting from the care and/or services provided, that negatively affects the patient's health and/or quality of life.

Minimal Harm - Outcome is symptomatic, symptoms are mild, loss of function or harm is minimal or intermediate but short-term and no or minimal intervention (for example, extra observation, investigation, review or minor treatment) is required.

Moderate Harm - Outcome is symptomatic, requiring intervention (for example, additional operative procedure, additional therapeutic treatment) or an increased length of stay, or causing minor permanent, long-term harm or loss of function.

Severe Harm - Outcome is symptomatic, requiring life-saving intervention or major surgical/medical intervention, or shortening life expectancy or causing major permanent, long-term harm or loss of function.

Death - On balance of probabilities, the incident was considered to have played a role in the patient's death.



**SCHEDULE “D”
INFECTION PREVENTION AND CONTROL STANDARDS**

1.1 Standards

The IPC Standards in force on the Effective Date include, but are not limited to, the following, all as amended, published or adopted by the applicable regulating body after the Effective Date:

- (a) The Alberta Health Infection Prevention and Control Strategy (September 15, 2015);
- (b) The Alberta Health Infection Prevention and Control Standards, including:
 - (i) Alberta Health and Wellness Standards for Infection Prevention and Control Accountability and Reporting
 - (ii) Alberta Health Reusable & Single-Use Medical Devices Standards: Standards for the reprocessing of reusable medical devices and for the use of single-use medical devices in all health care facilities and settings;
- (c) Government of Canada Infection Prevention and Control Standards, including:
 - (i) Healthcare infection prevention and control guidelines – Canada.ca

1.2 Service Provider Obligations

- (a) The Service Provider shall obtain the most recent version of the IPC Standards described in Section 1.1(a) and 1.1.(b) of this Schedule from time to time during the Term from the AHS website at <http://www.health.alberta.ca/newsroom/pub-infection-prevention.html>.

Note that the IPC Standards and activities are regularly monitored by ACA IPC and that non-compliance with the IPC Standards is promptly investigated and addressed.

- (b) The Service Provider shall obtain the most recent version of relevant materials described in 1.1.(c)) of this Schedule from time to time during the Term from the from the Health Canada website at



<https://www.canada.ca/en/public-health/services/infectious-diseases/nosocomial-occupational-infections.html>.

The service provider shall adhere to IPC best practices as required by the Alberta Health Standards which include, but not limited to the following at <https://www.albertahealthservices.ca/ipc/ipc.aspx>. This includes AHS IPC Routine Practices, IPC Resource Manuals, IPC Best Practice Recommendations and ACA IPC Risk Assessment.

Service Provider shall adhere to any policies, procedures, and standards or recommended practices as they become available

(a) The Service Provider shall ensure Canadian Standards Association Guidelines are followed:

- (i) Canadian Health Care Facilities CSA Z8000
- (ii) Canadian medical device reprocessing CAN/CSA Z314
- (iii) Infection Control During Construction, Renovation and Maintenance of Health Care Facilities CAN/CSA Z317.13
- (iv) Special requirements for heating, ventilation, and air-conditioning (HVAC) systems in health care facilities CSA Z317.2

Any exceptions to these standards would require rationale provided and be at the discretion of ACA for approval of acceptance.

(b) The Service Provider shall ensure Canadian Standards Association Guidelines are followed:

Medical Device Reprocessing Certifications:

- i. Canadian Standards Association (CSA) Certified Medical Device Reprocessing Supervisor (CMDRS) Personnel Certification [Certified Medical Device Reprocessing Supervisor \(CMDRS\)](#)
- ii. Canadian Standards Association (CSA) Certified Medical Device Reprocessing Technician (CMDRT) Personnel Certification [Certified Medical Device Reprocessing Technician \(CMDRT\)](#)
- iii. Healthcare Sterile Processing Association (HSPA) (formerly IAHCSSM) Certifications <https://myhspa.org/certification/get-certified.html>



- (c) The Service Provider shall obtain membership and stay current with Infection Prevention and Control Canada (IPAC) and completion of an endorsed novice IPC course.

1.3 Infection Prevention and Control (IPC) Reporting

- (a) The Service Provider shall provide ACA with a report on IPC related indicators from time to time upon request by ACA.

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**SCHEDULE “E”
PATIENT CONCERNS RESOLUTION PROCESS**

The following is a summary of the requirements for managing patient concerns.

1. The Service Provider shall develop a process for managing concerns that:
 - (a) Recognizes that all Albertans are entitled to express concerns regarding their health care experience;
 - (b) Is consistent with, and adheres to relevant legislation including the *Patient Concerns Resolution Process Regulation (124/2006) (Alberta)*, together with all other federal and provincial laws, regulations, orders, standards and directives in force and applicable to patient concerns under this Agreement; and
 - (c) Aligns with the Acute Care Alberta Patient Concerns Resolution Process.
2. The resolution of concerns/complaints should occur as close to the point of service as possible and involve the appropriate people within its organization, regardless of where the feedback is received.
3. The Service Provider shall:
 - (a) Develop a process to address concerns which defines the following:
 - (i) How complainants may express a concern within the organization; and
 - (ii) How concerns will be reviewed, addressed and responded to.
 - (b) Develop public messaging which describes how to bring forward a concern and includes references to the Patient Concerns Officer (PCO).
 - (c) Collaborate with the PCO to:
 - (i) address concerns involving both the Service Provider and ACA to ensure a seamless process for the complainant;
 - (ii) address concerns brought directly to the PCO; and
 - (iii) address recommendations for improvement of concerns management as identified through reviewing a concern.

**SCHEDULE “F”
REPORTING REQUIREMENTS**

Ambulatory Care Classification System and Billing Information Reporting Requirements are appended here as **Appendix 1**

Additional Elements Required for Data Management (EDW) are appended here as **Appendix 2**

General Duty to Report

The Service Provider will provide ACA or the Minister with such information related to the performance of the Services from time to time as may be requested by ACA or required by Applicable Laws including any information or report required by this Agreement. Any information provided to ACA may be provided to the Minister.

Notwithstanding anything else in this Agreement, the Parties agree that they will work together, in good faith, to incorporate amendments to this Agreement to reflect ACA’ quality reporting requirements when such reporting requirements have been formally adopted.

Specific Reporting Requirements

The Service Provider will provide the following specific reporting and any supporting documentation where necessary:

INFORMATION	REPORTING FREQUENCY	FORMAT	REPORTING TO:
Supporting Documents to Required to Commence Services			
Certificate of incorporation/amalgamation, constating documents (e.g. articles of incorporation, bylaws, memorandum of association, etc.), a list of all direct and indirect legal and beneficial owners of shares of any corporation that is a Service Provider or holds an interest in a Service Provider, Alberta Health facility ID, and Canada Revenue Agency charitable number, if applicable	Prior to or concurrent with the execution of this Agreement and immediately upon any changes or updates to documentation	Format as required by ACA	ACA



<p>Certified Declaration by the Service Provider confirming the ownership and control regarding the Service Provider and Facility contemplated by the HFA and regulations</p>			
<p>Copies of all applicable applications and Accreditations obtained</p>			
<p>Certificate evidencing the Service Provider's registration and good standing with Alberta Worker's Compensation Board or a copy of the letter of exemption from the Alberta Workers' Compensation Board if the Service Provider is exempt from the requirements of the <i>Worker's Compensation Act</i> (Alberta)</p>			
<p>Contact information for the CEO (or equivalent) and the Medical Director for the organization. Include: Title, First Name/Last Name, Phone, and Email</p>			
<p>List of clinical and nonclinical staff (referred to as "Concurrent Staff") engaged in the delivery of insured services to Patients within the facility. Confirm current certification, professional licensing, and registration where required</p>			
<p>Service Provider's Business Continuity and Disaster Recovery Plans</p>			
<p>Patient / Procedure Information</p>			
<p>Complications (intra-operative and postoperative, including mortality rates and nosocomial infections, reported by procedure type)</p>	<p>Immediate reporting of individual incident; and quarterly reporting of aggregate data</p>	<p>Format as required by ACA</p>	<p>ACA</p>

Unplanned hospital admissions from Facility to ACA acute care facility	Immediate reporting of individual incident; quarterly reporting of aggregate data	Standard format provided by ACA, per Schedule C	ACA and AHSHS (Government of Alberta)
Post operative hospital emergency department visits and/or admissions	Immediate reporting of individual incident; quarterly reporting of aggregate data	Standard format provided by ACA, per Schedule C	ACA and AHSHS (Government of Alberta)
Reportable Incidents	Immediate reporting of individual incident; quarterly reporting of aggregate data	In accordance with process described in Schedule C	ACA and AHSHS (Government of Alberta)
National Ambulatory Care Reporting System (NACRS) and Billing Information Requirements	Monthly within 15 days after month-end	As set out in Schedule "F", Appendix 1 Submission method and standard format as defined by ACA	ACA Health Records (NACRS)
Copy of the patient chart including each anesthetic record, operating room nursing record and recovery room record during the Term.	Upon ACA request	Format as required by ACA	ACA
Submission of pre-operative criteria and process for selection	Annually	Format as required by ACA	ACA
Reporting required regarding enhanced medical goods and services	Annually	Format as required under the Health Facilities Regulation	ACA
Any further Reporting metrics as defined by ACA	As required by ACA	90 days notification will be provided for any changes or additions to quality metric reporting	ACA

Financial Information			
Financial Standing Confirmation (specifics set out below this table, entitled "Financial Reports")	Annually (Within 120 days of the Service Provider's Fiscal Year end)	Format as required by ACA and contact information for Finance Director (BAS) provided by ACA	ACA
Quality			
Report on: 1. Procedure volume completed per fiscal year quarter, cumulative for the fiscal year, against the contracted amount. 2. Projection of volume to be completed for the next quarter. 3. Indicate if the Service Provider is on-track, behind, or ahead of contracted amounts to be completed for the fiscal year. 4. Wait times (Decision to Treat/Ready to Treat to OR date) 5. Operating room utilization	Quarterly	Format as required by ACA	ACA
Report on quality metrics, which must include: 1. Transfers to Acute Care from CSF via EHS 2. Code 66/Code Blue cases 3. Transfusions 4. Infections within 30 days 5. Re-admissions within 30 days 6. Return to CSF OR within 30 days a) Admission to hospital b) Emergency visits 7. Mortality within 30 days 8. Fees by Service Provider to ACA	Annually or as required by ACA	Format as required by ACA	ACA
Any further Key Performance Indicators (KPI) and Quality metrics as defined by ACA	As required by ACA	90 days notification will be provided for any changes or additions to quality metric reporting	ACA

Other			
Submission of procedure volume completed per day per contracted service for the reporting week	Weekly	Format as required by ACA	ACA
Reports of CPSA Accreditation reviews, or changes to Accreditation status	Immediately and Annually	Format as required by ACA	ACA
Change of Ownership or Control	Immediately and Annually	Format as required by ACA	ACA
Conflicts of Interest	Immediately and Annually	Written Notification	ACA
An updated list of the Service Provider's board of directors and organizational chart provided forthwith and again at any time a change in the membership occurs during the Term	Immediately and Annually	Written Notification	ACA
List of clinical and nonclinical staff (referred to as "Concurrent Staff") engaged in the delivery of insured services to Patients within the facility. Confirm current certification, professional licensing, and registration where required	Immediately and Annually	Format as required by ACA	ACA
Any actual or potential material change to the business, ownership, financial condition, operations or conduct of the Service Provider, including: (a) any actual or proposed change that would result in an increase to the Net Debt to Total Equity Ratio in excess of 5%; or (b) any actual or potential actions, suits or proceedings relating to the Service Provider, its business or assets.	Immediately and Annually	Written Notification by ACA	ACA

Potential Breach of this Agreement (specifics set out below this table, entitled "Potential Breach of this Agreement")	Immediately and quarterly reporting of aggregate data	Written Notification	ACA
Copies of all inquiries, applications, results of reviews, renewals or replacements relating to the Services provided under this Agreement, as it concerns maintaining all such Accreditations and Designations	Immediately	Format as required by ACA	ACA
Evidence of policies, designation of responsibilities, compliance of employee safety programs and Workplace Hazardous Materials Information Systems	Annually	Written Notification	ACA

Submission method must be in accordance with the security standards of ACA and the HIA.

Potential Breach of this Agreement

(a) The Service Provider shall promptly:

- (i) advise ACA in writing, giving reasonable details, of any circumstance of which it becomes aware, with respect to an existing or potential breach of any of the provisions of this Agreement; and
- (ii) report to ACA and all interested Professional Governing Bodies any circumstances of which it becomes aware which could involve a breach of ethical requirements by it or any such Practitioner;

Financial Reports

The Service Provider covenants and agrees to:

- (a) generate and submit to ACA, no later than one hundred and eighty (180) days following the Service Provider's fiscal year end, all consolidated audited financial statements, limited to the Services provided by the Service Provider under this Agreement, for financial review, prepared in accordance with Canadian GAAP. In the alternative, and with ACA's prior written approval, if audited financial statements are not available, financial statements prepared in accordance with Canadian GAAP, limited to the



Services provided by the Service Provider under this Agreement, may be submitted as a substitute;

- (b) provide to ACA interim financial statements prepared in accordance with Canadian GAAP, limited to the Services provided by the Service Provider under this Agreement, upon ten (10) days written notice from ACA, acting reasonably; and
- (c) provide to ACA, upon request, acting reasonably, information regarding the operations, limited to the Services provided by the Service Provider under this Agreement, and reasonable confirmation of the financial condition of the Service Provider that ACA may request from time to time in its sole discretion.

All statements provided under this Financial Reports Section shall be delivered by electronic format and/or hand, courier, or registered mail in a sealed envelope, as directed by ACA.

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**SCHEDULE “F”
APPENDIX 1**

**National Ambulatory Care Reporting System (NACRS)
For Mandatory Reporting to AHSHS**

Clinic Identifying Information

● Delivery organization	
● Program number	As defined by ACA

Patient Identifying Information

● Patient name	Optional – Not Reported beyond ACA
● AB Personal Health Number (PHN)	9 digit number
● Unique Lifetime Identifier (ULI)	Assigned by AHSHS
● Clinic chart number	Unique identifier established by clinic
● Postal code	
● Birth date	YYYYMMDD
● Gender	

Service Information

● Service Visit Date	
● Mode of service	Face-to face, telephone, etc.
● Responsibility for payment	Used to exclude federal govt., WCB, etc.
● Main and secondary diagnoses	ICD10-CA codes
● Main and other interventions and attributes	CCI procedure codes and attributes
● Type of Anesthetic	Identifies the type used for interventions (general, spinal, local, etc.)
● Provider types	NACRS code assigned to provider type (MD, Dentist, RN, etc.)
● Doctor name and identifier	Practitioner specific information
● Admit via Ambulance	Used if a Patient is brought to the service delivery site by ambulance
● Institution from and institution to	Used when a Patient is transferred from or to another acute care facility
● Visit disposition	Discharged, admitted, left without being seen, etc.
● Gestational Age for Therapeutic Abortion Cases (applicable to pregnancy termination only)	-Gestational age reported in weeks.

**Schedule “F”
Appendix 2**

**Additional Elements Required for
Data Management (EDW)**

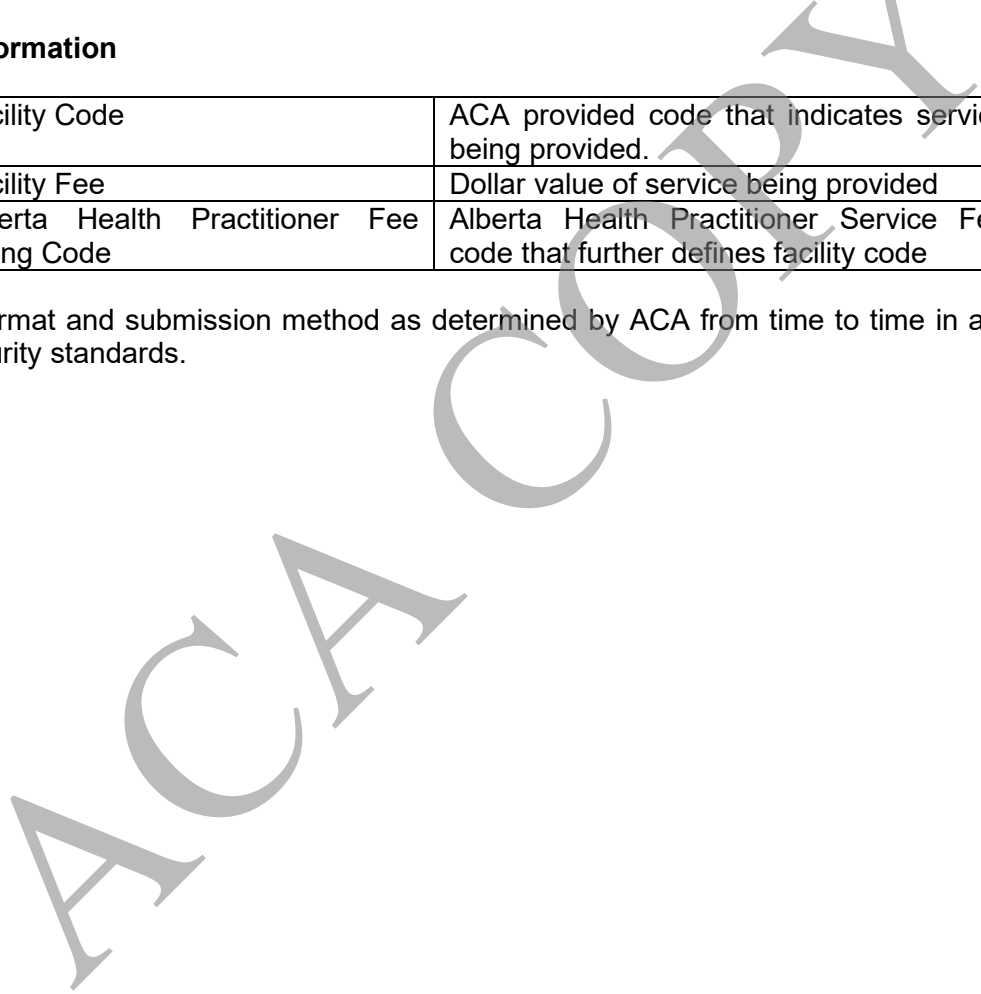
Patient Identifying Information

<ul style="list-style-type: none"> Province 	Patient’s Home Province AB, BC, SK, MB, NL, PE, NS, NB, QC, ON, NT, YT, NU, US, OC (Other Country), NR (Unsp. Non-resident)
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Service Information

<ul style="list-style-type: none"> Facility Code 	ACA provided code that indicates service being provided.
<ul style="list-style-type: none"> Facility Fee 	Dollar value of service being provided
<ul style="list-style-type: none"> Alberta Health Practitioner Fee Billing Code 	Alberta Health Practitioner Service Fee code that further defines facility code

Standard format and submission method as determined by ACA from time to time in accordance with its security standards.



**SCHEDULE "F"
APPENDIX 3
Construction Timeline**

	Development Timetable	Confirm if already completed	Actual or Estimated Completion Date YYYY -MMM	Progress Updates
1	Financing			
2	Plan(s) of the proposed Facility			
3	Land Use - Subdivision or Re-Zoning			
4	Environmental Review			
5	Development Permit			
6	Land Purchase/Land Lease Negotiations/Land Secured			
7	Building Permit			
8	Construction Tender			
9	Construction Commencement			
10	Substantial Construction Completion			
11	Occupancy Permit			

**SCHEDULE “G”
APPLICABLE POLICIES**

Acute Care Alberta is established and governed by a range of documents including legislation, bylaws, guidelines, directives and policies. Clinical policies of the applicable former regional health authority remain in effect until replaced by equivalent ACA Policies. The ACA Policies applying specifically to the contracted Service Provider are listed and briefly explained below. The Service Provider must, at a minimum, be familiar with the governance documents listed and must comply, or develop policies that are consistent with, the requirements contained therein.

The Service Provider can obtain the ACA Policies electronically at the following ACA website link; <http://www.albertahealthservices.ca/210.asp>,

1. Acute Care Alberta Bylaws

- Conflict of Interest Bylaw

Promotes a standard of conduct to preserve and enhance public confidence in the integrity, objectivity, and impartiality of ACA’ decision-making processes, and assist persons acting on behalf of ACA to avoid, mitigate or manage Conflict of Interest situations.

- Code of Conduct

Clearly states the common principles that guide behavior and decision-making on a day to day basis. In following these principles, the public can be assured that ACA and its contractors are acting with integrity and are committed to providing the highest quality health services to patients. As well, when these principles are followed the work environment is characterized by trust and respect and the integrity of the health care system is maintained.

2. Acute Care Alberta Policies:

Document #	Title	Description
Corporate Accountability and Financial Stewardship		
1106	Communications (Internal and External)	Outlines the process for internal and external communications on behalf of ACA
1122	Travel, Hospitality, and Working Session Expenses - Approval, Reimbursement, and Disclosure	Sets out framework of accountability and rules for reimbursement of travel expenses, hospitality expenses, and working session expenses
Employee & Associate Relationships		
1116	Recruitment and Employment Practices	Outlines ACA recruitment and employment standards.

Ethical Conduct		
1101	Safe Disclosure/Whistleblower	This policy provides clear guidance for the safe disclosure of any improper activity within ACA. Individuals reporting improper activities within ACA in good faith are protected from retaliation by the provisions of the policy.
Facilities Management		
1132	Emergency Response Codes	Outlines standardized emergency response code.
Information and Technology Management		
1105	Access to Information (Physical, Electronic, Remote)	Sets out requirements and responsibilities for physical, administrative and technical access controls at all ACA facilities containing information and storage, IT resources, information, and information systems. The purpose of the controls is to protect the security of ACA IT resources, facilities, and to safeguard health and personal information.
1107	Contractor Requirements for Security and Privacy of Information and Information Technology Resources*	Outlines to contractors and individuals negotiating, or managing contracts on behalf of ACA the security requirements for using or accessing ACA Information or IT resources.
1113	Transmission of Information by Facsimile or Electronic Mail	Outlines the conditions by which information in the custody or control of ACA may be transmitted by facsimile or electronic mail.
1108	Delegation of Authority and Responsibilities for Compliance with ATIA and POPA and the HIA	Sets out the delegation of authority and responsibilities to ensure the collection, use, access and disclosure of personal information and health information in the custody or control of ACA complies with applicable legislation.
1112	Collection, Access, Use, and Disclosure of Information	Outlines the requirements for the collection, access, use or disclosure of personal and health information in the

		control or custody of ACA in compliance with applicable legislation.
1109	Information Technology Acceptable Use	Sets out acceptable use of ACA IT resources. All users are required to comply with applicable ACA policies and procedures regarding information and IT resource security, access and use, and privacy, and confidentiality.
Supportive Work Environment		
1115	Workplace Violence: Prevention and Response (Formally Workplace Abuse and Harassment)	The policy outlines the process for reporting and investigating workplace violence allegations.
1121	Workplace Health & Safety	This policy outlines the requirements for compliance with the Alberta Occupational Health and Safety Act.

3. Acute Care Alberta Directives:

Document #	Title	Description
Directives		
PS-10	Duties And Reporting Under the Protection For Persons In Care Act	The Directive sets out the duties and reporting requirements in the new Protection for Persons in Care Act (Alberta) to ensure persons acting on behalf of AHS comply with the Act.
AHS-14-01	Obtaining Consent for Health Care From Adults Under the Adult Guardianship and Trusteeship Act	The Directive responds to changes to the Adult Guardianship and Trusteeship Act (Alberta) by clarifying who can provide consent when an adult needs assistance or requires a substitute decision-maker.
PS-11-01	Restrictions on the Sale of Pharmaceuticals to External Entities	This Directive was approved to ensure compliance with federal and provincial legislation regarding the sale of pharmaceuticals by AHS pharmacies. Except in the case of an emergency, AHS is restricted from selling pharmaceuticals to external entities.

**SCHEDULE "H"
INTENTIONALLY DELETED**

ACA COPY



**SCHEDULE "I"
NON-FREEHOLD LANDS**

1. Definitions

Capitalized words not defined in this Schedule have the same meaning as in the Agreement and Schedule B. The following definitions apply to this Schedule I:

"Owner" means the registered or beneficial owner or owners of the lands on which the Facility is located and the registered or beneficial owner of the Facility.

2. Facility

- a) The Service Provider shall provide the Services at or from the Facility.
- b) The Service Provider shall operate, maintain, repair and upkeep the Facility in accordance with the Applicable Laws, Standards and CPSA Accreditation Standards/Requirements. .
- c) The Service Provider shall, at its sole cost and expense, obtain and maintain all licenses, permits and approvals which are or may be required by law in connection with development and construction at the Facility and in connection with the Services at the Facility.
- d) If applicable, the Service Provider shall, or shall cause the Owner to, maintain complete and accurate contract documentation, financial statements and accounting records for all development and construction work undertaken at the Facility.
- e) If the Service Provider enjoys a leasehold interest, license or other right of possession of the Facility or any part of it (each such interest being a "Non-freehold Interest"), the Service Provider will provide ACA with a detailed description of the legal and beneficial owner(s) of the Facility along with confirmation satisfactory to ACA that such legal or beneficial owner(s) of the Facility have acknowledged and consented to the rights of ACA as set out in this Schedule I and otherwise to ensure the continued provision of the Services in and from the Facility to the extent required by this Agreement.

3. Transfer

- a) The Service Provider shall not assign, dispose, mortgage, charge, part with or share possession of sublease, sublicense or otherwise part possession with all or substantially all of the Service Provider's Non-Freehold Interest in the Facility (each being a "**Transfer**") without the prior written consent of ACA, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Service Provider may mortgage or charge the Non-Freehold Interest in the Facility without the prior written



consent of ACA provided that the loan or mortgage documentation for such transaction contains covenants by the Lender to:

- i) provide written notice to ACA of any default by the Service Provider under such loan or mortgage; and
- ii) appoint another operator approved in advance by ACA in writing as interim operator in the event that such lender enforces its security under the terms of such loan or mortgage;

and provided that the Service Provider must provide notice of such mortgage or charge to ACA within thirty days following the closing of such loan or mortgage transaction.

- b) ACA' consent to a Transfer will be conditional on the Service Provider, and any other person or entity with an ownership or control right in the Facility entering into such agreements required by ACA that will in ACA' opinion, ensure continuous delivery of the Services in accordance with this Agreement.
- c) Upon request, the Service Provider shall reimburse ACA for all reasonable costs, including reasonable imputed internal costs incurred by ACA in reviewing any request for approval of a Transfer.

4. Relationship with Owner

- a) The lease or other instrument by which the Service Provider secures its Non-freehold Interest in the Facility shall be for such length of term and on such terms as will ensure continuous delivery of the Services in accordance with this Agreement. The Service Provider and any person or entity granting the Non-freehold Interest to the Service Provider shall enter into an agreement or agreements with ACA, in a form reasonably requested by ACA that will, in ACA' opinion, ensure the continuation of use and enjoyment of the Facility and continuous delivery of the Services in accordance with this Agreement.
- b) If the Service Provider's Non-freehold Interest is or will be subordinate to the Owner's mortgage financing, the Service Provider will make reasonable efforts to enter into a Non-Disturbance Agreement with the Owner's lender to ensure that the Service Provider will continue to enjoy possession of the Facility in the event that the Owner is in default to the lender.

SCHEDULE “J” QUALITY ASSURANCE REVIEWS – INFORMATION FOR THIRD PARTY & CONTRACTED SERVICE PROVIDERS

Third-party: refers to a party that does not have a contract with ACA but provides collaborative patient care (Examples: Primary Care Physicians, and the First Nations and Inuit Health Branch).

A **Contracted Service Provider (CSP)** means any non-ACA or wholly owned subsidiary that is contracted to provide direct patient care services (Example: Chartered Surgical Facilities)

What is a Quality Assurance Review?

A Quality Assurance Review (QAR) is one way in which we can learn from adverse events (or close calls) in healthcare. Certain details within these reviews are protected by legislation and the objective is to identify system issues that contributed to an event and to generate recommendations that will reduce the risk to patients of a similar type of situation occurring in the future.

QAR Principles

QARs are based on just culture, teamwork, systems thinking, and confidentiality. They are a collaborative and consultative process to help us understand the limitations of our healthcare system and prevent these types of adverse events from reoccurring. Participants will be treated with care, compassion, support, respect, and dignity.

Who can initiate a QAR in ACA?

QARs can only be approved by the Chair of an approved Acute Care Alberta (ACA) Quality Assurance Committee (QAC). QAR requests are received by the QAC Chairs from operational leaders who will work with the Chair to determine the most appropriate review method.

The QAR Review Team

The review team consists of individuals who are knowledgeable about the care processes relevant to the incident, and patient safety representatives who are experts in systems analysis. The review team does not evaluate the performance of individuals. The focus of the QAR is on how to improve processes and systems of care, not the actions of individuals.

What can I expect if asked to participate in a QAR interview or analysis meeting?

All speculative discussions within a QAR and documents created or received by or for a QAR are protected and confidential, pursuant to the *Alberta Evidence Act* (the AEA). These documents are referred to as quality assurance records.

Discussions that occur during the review cannot be subpoenaed. Nor can you answer any questions as to the discussions before the QAR in a subsequent action (e.g., a court of law or other legal or administrative proceeding such as a Regulatory College proceeding). Your name is not used anywhere in the review document.

It should be noted that the facts of an event are not protected, including the information found in the patient's health record.

Understanding the Legislation of Quality Assurance Reviews

ACA QARs are conducted under section 9 of the AEA. Section 9 protection is intended to provide a safe environment to candidly share thoughts and opinions so that the members of the review team can obtain the best possible understanding of the event and contributing factors. Except for documented factual information, participants in a QAR are not permitted to answer any questions about the QAR or share any quality assurance records. This information is confidential and cannot be subpoenaed or entered into evidence in a court of law or other legal or administrative proceeding, such as a Regulatory College proceeding.

There is one exception to the AEA with an amendment that allows the disclosure of specific information from quality assurance records to a judge for the purpose of a fatality inquiry. This does not include the thoughts and opinions expressed during the QAR, which remain protected. The amendment includes, but is not limited to, the ability to share recommendations arising from the QAR and any steps taken to implement the recommendations.

The AEA stipulates who can appoint quality assurance committees and while some third-party and CSPs have their own QA governance structure and can conduct this work independent of ACA, others do not have a QA governance structure and cannot complete QARs with section 9 protection. As a Regional Health Authority, ACA has the ability to appoint quality assurance committees pursuant to the AEA.

When will ACA engage Third-Party & CSP participants in a QAR?

Two distinct tracks have been identified for third-party or CSPs to be engaged in ACA QARs:

Track 1: Where there is overlap in the provision of care, ACA will invite the third-party or CSP to participate in the QAR to help inform the QAR. This practice facilitates improved understanding of the transitions and interconnections between all parties who contribute to the care of patients on their care journey.

Track 2: Where there is no overlap in the provision of care, but ACA has an oversight role with respect to quality of care, patient safety and/or management of adverse events arising from contract and/or legislation, or when care issues are complex and support from ACA in terms of additional expertise and resources may be required.

Conditions

For **Track 1** QARs:

- ACA personnel will request the non-ACA entities participation in a joint QAR by contacting appropriate leadership and/or Quality and Safety team.
- Non-ACA participants are asked to sign a confidentiality agreement and at the completion of the QAR, any recommendations for system improvement that are not directed at ACA are provided back to the third-party or CSP for their own organization's approval, assignment of ownership, and tracking of implementation, if deemed appropriate.
- ACA is not responsible for the monitoring, tracking or implementation of third-party or CSP recommendations in this circumstance and ACA bears no liability or responsibility for same.



For Track 2 QARs:

- CSPs are solely responsible for the implementation and tracking of recommendations resulting from a QAR and ACA bears no liability or responsibility for same.
- CSPs shall respond to requests for implementation status updates for quality assurance recommendations
- CSP employees participating in an ACA QAR will be provided with this reference card outlining the key considerations of participating in a QARs, including the limitations of section 9 protection, should a CSP be involved in future litigation.

When possible, the inclusion of CSP in QARs will be anticipated and described in applicable contracts. ACA is responsible for obtaining a copy of the contract between ACA and the CSP to determine what role, if any, ACA has with respect to oversight of quality of care, patient safety and/or management of adverse events.

Confidentiality Agreements

- The participant signs a Confidentiality Agreement for Non-ACA Employees Participating in a QAR_Track 1
- The organization and its representatives will sign a Confidentiality Agreement for Non-ACA Employees Participating in a QAR_Track 2

Participation Agreements

The CSL leader with the authority to bind the organization will sign a *Participation Agreement for CSPs in ACA QARs_Track 2* indicating they understand the terms and conditions outlined in this document.

Limitations for Third-Party & CSP

- Third-party and CSP may still be called as a witness in litigation involving their employer, however they can't share any information from the QAR.
- ACA cannot provide a Third-party or CSP with legal advice.

Sharing of QAR Information at Completion

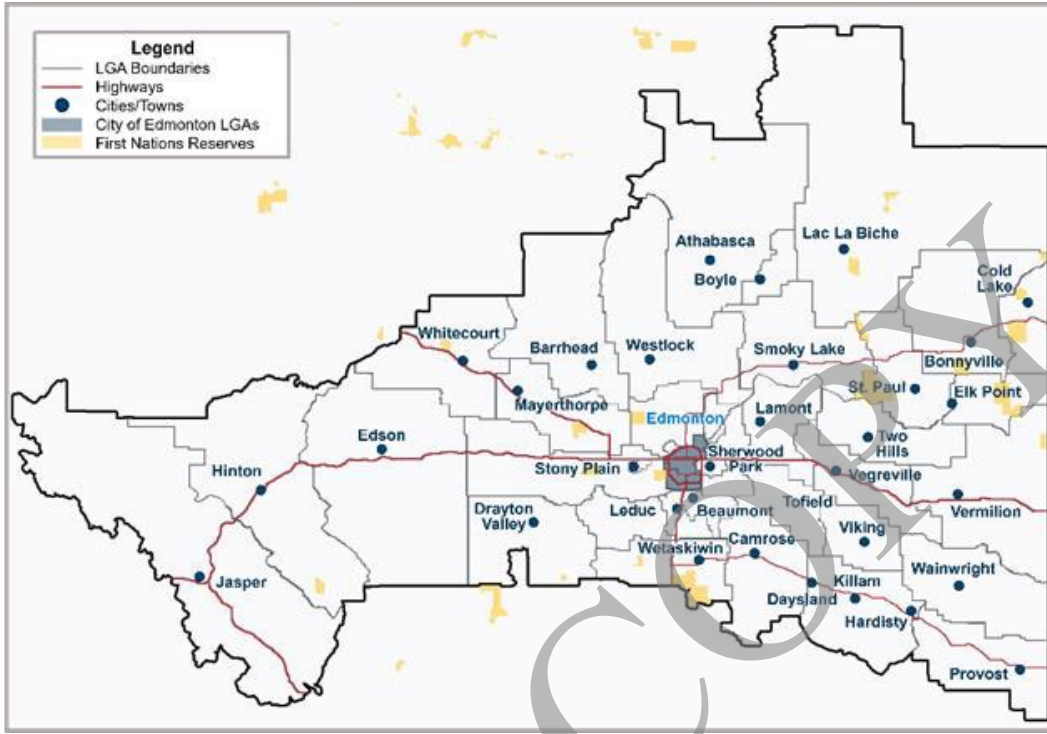
The Third-party or CSP will have an internal process to share learnings with their staff.

Related Legislation

- *Health Facilities Act*: [RSA 2000, c H-2.7 | Health Facilities Act | CanLII](#)
- *Alberta Evidence Act*: [RSA 2000, c A-18 | Alberta Evidence Act | CanLII](#)



SCHEDULE "K" EDMONTON CORRIDOR



ACCA