

**Execution Version
September 8, 2014**

CONFIDENTIAL

**AGREEMENT FOR THE PROVISION OF
FACILITY SERVICES RELATING TO
INSURED MAGNETIC RESONANCE IMAGING (MRI) SERVICES**

BETWEEN

REGINA QU'APPELLE REGIONAL HEALTH AUTHORITY

-and-

**RCA DIAGNOSTICS INC., OPERATING AS MAYFAIR DIAGNOSTICS
REGINA**

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THIS AGREEMENT is made as of the 8th day of September, 2014.

BETWEEN:

REGINA QU'APPELLE REGIONAL HEALTH AUTHORITY, a statutory body corporate, established by *The Regional Health Services Act* (Saskatchewan) that carries on business within the Regina Qu'Appelle Health Region (the "RHA")

– and –

RCA DIAGNOSTICS INC., a corporation duly incorporated in the Province of British Columbia and extra-provincially registered in the Province of Saskatchewan, operating as **MAYFAIR DIAGNOSTICS REGINA** and carrying on business in Regina, Saskatchewan (the "Operator")

**AGREEMENT FOR THE PROVISION OF
FACILITY SERVICES RELATING TO
INSURED MAGNETIC RESONANCE (MRI) SERVICES**

WHEREAS:

- A. The RHA is a health authority with responsibility throughout the Regina Qu'Appelle Health Region (the "**Health Region**") and in that capacity, has general responsibility for the planning and provision of health care services in the Health Region and specific responsibility to contract for all insured magnetic resonance imaging (MRI) services performed within the Health Region outside of public hospitals;
- B. The Operator will be establishing a non-hospital diagnostic facility within the Health Region to provide insured MRI services of a type which the RHA wishes to have provided within the Health Region;
- C. The RHA wishes to retain the Operator to provide the Services (as hereinafter defined), and the Operator has agreed to provide the Services to the RHA in accordance with, and subject to, the terms and conditions contained in this Agreement; and
- D. In relation to the provision of the Services (as hereinafter defined), the parties wish to work in a collaborative way towards achieving the goal of health improvement in the Health Region and its referral areas. This collaborative relationship is to be governed by the principles of mutual trust, respect for the autonomy and independence of each party to this Agreement, regard to existing legal frameworks, shared learning and the acknowledgement of each party's complementary expertise.

THEREFORE the parties hereto agree each with the other as follows:

1.0 Interpretation

1.1 Definitions and Principles in Schedule "A"

The definitions and principles of interpretation applicable to this Agreement are described in Schedule "A".

2.0 Representations and Warranties

2.1 Mutual Representations and Warranties

The RHA and the Operator represent and warrant to each other that, as of the date of this Agreement and at all times during the Term of this Agreement:

- (a) the RHA and the Operator are duly constituted, in good standing and validly existing under the laws in force in the Province of Saskatchewan;
- (b) the RHA and the Operator have all necessary corporate power, authority and capacity to enter into this Agreement and to carry out their obligations under this Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the RHA and the Operator; and
- (d) the RHA and the Operator are not parties 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, or under which default or an encumbrance would occur, 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.

2.2 Operator Representations, Warranties and Covenants

- (a) The Operator represents, warrants and covenants to the RHA that, as of the date of this Agreement, there is no action, proceeding or investigation pending or, to its knowledge, threatened against the Operator 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 Operator, 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) The Operator represents, warrants and covenants to the RHA that, as of the date of this Agreement and at all times during the Term of this Agreement:
- (i) the Operator will exercise the standard of skill, care and diligence required by customarily accepted practices and procedures normally provided in the performance of comparable services at the time the Services were performed;
 - (ii) from and after the commencement of the provision of the Services, the Operator shall be registered and in good standing with the Saskatchewan Workers' Compensation Board in accordance with *The Workers' Compensation Act, 1979* (Saskatchewan);
 - (iii) this Agreement constitutes a legal, valid and binding obligation of the Operator enforceable against it in accordance with its terms;
 - (iv) all Services supplied will be in accordance with all applicable specifications, descriptions and other requirements specified in this Agreement;
 - (v) the Services will be performed in a professional manner and in accordance with good contemporary standards for use in the health care industry of Canada; and
 - (vi) the Services shall satisfy any end product, quality, performance and productivity requirements set out in this Agreement.

3.0 Engagement

3.1 Service Provision

Subject to, and in accordance with, the terms and conditions set out in this Agreement the RHA shall provide to the Operator the procedures in the estimated volumes set forth in Schedule "B", and the Operator shall provide the Services to the RHA. While the RHA agrees to use best efforts to provide to the Operator a minimum of 5,500 procedures per year in any year of the Term, the parties acknowledge that the procedure volumes set forth in Schedule "B" are based on the RHA's best estimate and may be subject to change.

3.2 Location and Accreditation Restrictions

- (a) The Services will be provided within the Facility and the Facility and the Operator shall, at all times as of and after the commencement of the provision of the Services, remain properly Accredited and Designated (as defined in Schedule "A"), meaning approved by the accrediting body, fully licensed by the Ministry.

- (b) If and whenever the Operator is notified that the Facility or Operator is placed under conditional or probationary status or becomes subject to a directive, requirement or limitation imposed by the CPSS, the Minister or any other Professional Governing Body having jurisdiction (as applicable), the Operator will immediately advise the RHA of the 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.
- (c) If and whenever the RHA is notified that the Facility or Operator is placed under conditional or probationary status or becomes subject to a directive, requirement or limitation imposed by the CPSS, the Minister or any other Professional Governing Body having jurisdiction (as applicable), the RHA will immediately advise the Operator of the directive, requirement or limitation and the Operator shall immediately and fully take 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.

3.3 No Right to Re-locate

The Operator shall not use any location for the performance of the Services other than the Facility without the prior written approval of the RHA. Where the Operator desires to provide the Services at a location other than the Facility, the Operator shall provide the RHA 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 the RHA 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 Operator shall also afford the RHA's representatives a reasonable opportunity to inspect the proposed site prior to commencing the provision of the Services at that site. There is no right to relocate the Facility outside of the Province of Saskatchewan.

3.4 Implied Inclusions in Services

Where any goods, materials, services, equipment, facilities or personnel (including, without limitation, all personnel providing professional or administrative services) are required for the proper and timely performance and provision of the Services and such goods, materials, services, equipment, facilities or personnel are not expressly or completely described in this Agreement, the provision of the Services by the Operator using such goods, materials, services, equipment, facilities and personnel shall be deemed to be implied and required by this Agreement at no additional cost to the RHA.

3.5 Additional Instructions

The RHA may issue additional instructions to the Operator, and the parties to this

Agreement shall review such additional instructions and ensure that both parties are in agreement that such additional instructions are necessary for the performance of the Services. All such additional instructions must be consistent with the general scope and intent of the Services and comply with Applicable Laws. After the issuance and review of such additional instructions from the RHA, the Services must be executed in conformity with such additional instructions.

3.6 Exclusivity

Save for the annual minimum volume of procedures anticipated to be provided by RHA to the Operator during each year of the Term, the RHA does not guarantee to the Operator any right of exclusivity in terms of the provision of services of the nature and type of the Services, in the Health Region or any part thereof.

3.7 Provision of Amenities

The RHA acknowledges that the ability of the Operator to provide the Services in a timely and efficient manner is in part dependent upon the RHA providing to the Operator certain Amenities.

The Operator shall not be liable for delays in the performance of its Services due to causes not within the reasonable control of the Operator, provided that the Operator notifies the RHA in writing of any such delay. The Parties, acting reasonably, shall meet:

- (a) to determine an alternative means of providing the Services on a short-term basis, until such time as the Amenities are delivered by the RHA to the Operator; and
- (b) if the delay of delivery of the Amenities is to be in excess of fifteen (15) days, the Parties shall determine:
 - (i) a reasonable alternative for the continued provision of the Services by the Operator for the anticipated extended period of delay; and
 - (ii) the repercussions to the Operator and the manner in which the RHA will address such issue.

The determination in sub-clauses (b)(i) and (b)(ii) shall be made within twenty (20) days of the meeting of the Parties under this Section 3.7.

4.0 Access to Services

4.1 General Legislative

The Operator agrees that, in providing access to the Clients to the Services and

without limiting any other provisions in this Agreement, the Operator shall strictly comply in all respects with the requirements of Applicable Laws. Without limiting the generality of the foregoing:

- (a) all Clients obtaining Services from the Operator shall receive the Services on a fair, equal and consistent basis to the extent clinically appropriate in accordance with the clinical standards generally followed within the Health Region. Nothing in this Agreement is intended to provide Services to Clients on a priority basis, or to permit Clients to access insured health or medical services to the detriment of the general public; and
- (b) the Operator shall not charge any Client of the RHA or other person or entity (other than the RHA in accordance with Schedule "B") any amount related to the provision of the Facility or Services provided by the Operator to the RHA pursuant to this Agreement.

5.0 Service Fees

5.1 Amounts Payable

- (a) The RHA shall pay the Operator for the Services provided at the Facility during the Term in accordance with this Agreement based on the provisions in Schedule "B".
- (b) The Service Fees represent compensation to the Operator for all resources required to be provided by the Operator to perform the Services at the Facility.
- (c) Unless otherwise agreed to in writing by the RHA, the Service Fees specifically set out in Schedule "B" will be the only compensation payable by the RHA to the Operator for the performance of the Services and all of the Operator's obligations under this Agreement. The Operator will not be reimbursed for any expenses incurred in performing the Services except as may be pre-approved in writing by the RHA.

5.2 Invoicing and Payment

- (a) Service Fees payable to the Operator for the Services are to be invoiced on a monthly basis within fifteen (15) days of the end of the month in which the Services were performed. The RHA will prepare the invoice of the Services completed within the month by the Operator and amounts payable by the RHA will, subject to Section 5.6 of this Agreement, be paid to the Operator within thirty (30) days of the end of the month in which the Services were performed for the amount payable.

- (b) The RHA shall include all completed Services on the invoice without deduction or deletion, and if it wishes to dispute payment for the same, the RHA shall do so under Section 5.6 hereof.
- (c) If the RHA fails to pay any amount properly invoiced under this Agreement within fifteen (15) Business Days after the due date for such amount, and the RHA is not contesting in good faith the amount of or its obligation to pay such invoice, the RHA shall pay Interest on the amount from the due date to the date of payment.

5.3 Fiscal Year End Invoicing

The Operator acknowledges that the RHA's fiscal year end is March 31st and invoices for Services rendered prior to the end of such fiscal year must be received by the RHA no later than May 15th, provided that any dispute for an amount invoiced for the March 31st year end may be pursued by a party after May 15th, as provided in this Agreement.

5.4 Right to Withhold Payment

The RHA reserves the right to withhold, set-off or deduct from any amount otherwise payable to the Operator under this Agreement, such amount as may be reasonably necessary to reimburse, indemnify or protect the RHA from any amount owing by the Operator to the RHA pursuant to this Agreement. The amount withheld, set-off, or deducted shall be paid into Queen's Bench Court, Regina, or be paid into a third party trust account, and thereafter the dispute shall be determined in accordance with the dispute resolution process set out under Article 17 of this Agreement.

5.5 Taxes

Fees are exclusive of PST and GST (as applicable) but are inclusive of (and the Operator shall promptly pay when due and shall indemnify and save harmless RHA from) all other taxes, withholding taxes, duties, premiums, levies, imposts, contributions, assessments or other charges in relation to the Services or this Agreement that may be payable to any federal, provincial, local or other taxing authority having jurisdiction in respect thereof. The Operator is responsible for taxes levied on it. However should the RHA be required to charge taxes for such Services, it shall notify the Operator of such requirement, and Schedule "B" will be adjusted accordingly.

5.6 Invoice Disputes

- (a) Notwithstanding the RHA's obligation under Section 5.2 of this Agreement, if the RHA reasonably disputes any item in an invoice, it shall provide the Operator with notice of the dispute, including an explanation of the reasons for such dispute and the Parties will promptly settle the

dispute in accordance with the dispute resolution process set out under Article 17 of this Agreement.

- (b) If the Operator disputes any invoice for failure by the RHA to properly record the requisite number of Services, or for the categorization of the Services or the allocation of the fee to such Service as provided in Schedule "B", it shall provide the RHA with notice of the dispute, including an explanation of the reasons for such dispute, and the Parties will promptly settle the dispute in accordance with the dispute resolution process set out under Article 17 of this Agreement.
- (c) Any invoice disputes will not affect the Operator's obligation to provide the Services under this Agreement.

6.0 Term of Agreement, Termination and Suspension

6.1 Term

Subject to both delay in commencement and earlier termination as contemplated by this Agreement, the term of this Agreement shall be for the period commencing on the 15th day of October, 2014 and expiring on the last day of the 36th month next following the month in which the provision of Services at the Permanent Facility commences (the "**Term**"). After the Term, the RHA may, at its option, extend the Term of this Agreement on the same terms and conditions set out in this Agreement, as then amended or modified and as may be further amended or modified in connection with such extension by the mutual written agreement of the parties, for a further term of one (1) or two (2) years. Notice of such extension shall be provided by the RHA to the Operator at least one hundred twenty (120) days prior to expiration of the then applicable Term of this Agreement. The parties agree to execute a written confirmation of the date on which the provision of Services at the Permanent Facility commences and the date on which the initial Term expires.

6.2 Default and Termination

If the RHA determines that the Operator is in breach of any of its obligations under this Agreement, it shall first determine, acting reasonably, whether or not the breach is a Substantial Breach.

- (a) If the breach is a Substantial Breach, the RHA may give the Operator written notice within thirty (30) days of the RHA becoming aware of the breach, setting out the details of the breach of the provisions of this Agreement. If the Operator fails to remedy such breach to the reasonable satisfaction of the RHA within ten (10) days after receiving such notice, the RHA shall, without limiting any other rights it may have in law or equity, have the right to terminate this Agreement without further notice or upon such notice as the RHA may specify.

- (b) If the breach is not a Substantial Breach, the RHA may give the Operator written notice within thirty (30) days of the RHA becoming aware of the breach, setting out the details of the breach of the provisions of this Agreement, or the failure to perform any obligation under this Agreement. If the Operator fails to remedy such breach to the reasonable satisfaction of the RHA within thirty (30) days after receiving such notice, the RHA may terminate this Agreement without further notice or upon such notice as the RHA may specify.
- (c) If the Operator fails to remedy the breach, the RHA may upon notice to the Operator, at its sole option and without prejudice to any other remedies available to the RHA, perform or cause to be performed such obligations or any part of such obligations. All direct expenses incurred by the RHA in performing such obligations or any part of such obligations shall be promptly paid by the Operator to the RHA upon demand.
- (d) If the RHA, having provided notice of the breach to the Operator, is reasonably of the view that the breach poses an unacceptable risk to the safety of the Clients receiving the Services, the RHA may, on written notice to the Operator, immediately suspend the performance of further Services at the Facility until the default is remedied.

6.3 Termination for Convenience

Either party may, in its sole discretion and without cause, terminate this Agreement at any time during the Term of this Agreement, by delivering a notice in writing giving not less than 180 days' notice of such termination to the other party pursuant to this Section 6.3. In such event, the sole obligation and liability of the RHA to the Operator shall be to pay for all Services properly performed prior to the effective termination date. The Operator shall continue to perform the Services prior to the effective date of such termination and the RHA shall continue to pay for such Services, all in accordance with the provisions of this Agreement.

6.4 Obligations prior to Termination

Prior to the effective date of any termination of the Operator's Services, the Operator must (unless otherwise instructed by the RHA) continue performing the Services according to the provisions of this Agreement, so long as the RHA continues to pay for such Services without withholding, set-off or deduction of any kind for such Services from the date of notice of default to the date of termination.

6.5 Obligations after Termination

If this Agreement is terminated, cancelled or ends for any reason, the Operator

shall:

- (a) promptly forward to the RHA, all reports required pursuant to the terms of this Agreement;
- (b) at the request of the RHA, return to the RHA any Confidential Information;
- (c) promptly provide to the RHA an invoice for any Services provided under the terms of this Agreement up to the date of termination for which it has not been paid. The invoice shall appropriately identify the Services provided to the RHA; and
- (d) promptly return to the RHA any materials supplied by or paid for by the RHA for use by the Operator which have not been consumed in the performance of the Services.

6.6 Continuity of Care

The parties shall cooperate to ensure continuity of care for Clients during any transitory period relating to this Agreement, whether caused by the implementation or termination of this Agreement, or otherwise.

7.0 Compliance

7.1 Compliance Commitment

In the provision of the Services, the Operator will comply with, and will ensure the compliance by all persons involved in the provision of the Services within the Facility with, all of the following, as amended from time to time:

- (a) all Applicable Laws;
- (b) all directives, rules, policies, procedures, standards, performance expectations, clinical requirements and guidelines established from time to time by the CPSS, any other Professional Governing Body having jurisdiction, or the Minister in relation to the provision of the Services at the Facility, including, without limitation, the Quality Assurance and Safety Expectations described in Schedule "C", as amended from time to time;
- (c) the requirements of all permits, licenses, certificates, clearances, approvals, authorizations or consents applicable to the Operator, all persons operating within the Facility, the Services or the Facility;
- (d) the requirements of all applicable Practitioner Staff Bylaws;

- (e) the Operator reporting requirements described in Article 11;
- (f) any applicable RHA security screening requirements; and
- (g) all of the RHA's security, safety, administrative or operational policies, rules and regulations as they may be amended, replaced or substituted from time to time, provided that copies or other notice of such policies, rules and regulations have been given to the Operator.

7.2 Security

The Operator will establish and maintain appropriate security measures so as to safeguard the processes and systems contained within the Facility.

7.3 Operator Responsibilities

- (a) The Operator is responsible to become aware of, and be compliant with, all changes affecting its obligations under Section 7.1(a) through (f) of this Agreement.
- (b) In respect of Section 7.1(g) of this Agreement, the Operator is responsible to become aware of the requirements of the Applicable Policies and shall obtain such Applicable Policies as they are made available.

7.4 Conflicts of Interest

- (a) The RHA shall immediately advise the Operator whenever the RHA becomes aware that any member, agent or senior officer or employee of the Operator may be in a conflict of interest and the RHA shall refrain from taking or approving or participating in any acts or omissions which could result in any of the said persons being in a conflict of interest.
- (b) The Operator shall immediately advise the RHA whenever the Operator becomes aware that any member, agent or senior officer or employee of the RHA may be in a conflict of interest and the Operator shall refrain from taking or approving or participating in any acts or omissions which could result in any of the said persons being in a conflict of interest.
- (c) The Operator shall immediately advise the RHA of any allegations of a conflict of interest made against the Operator and hereby authorizes the CPSS or any other Professional Governing Body having jurisdiction to provide to the RHA any information related thereto in its possession.
- (d) The RHA shall immediately advise the Operator of any allegations of a conflict of interest made against the RHA and shall provide, according to Applicable Laws, information related thereto in its possession.

- (e) The parties recognize that the Operator and RHA will be required to work collaboratively to allocate Client services as occurring within the hospital or being conducted at the Facility, or where prioritization of Client needs are assessed, and in such cases the parties shall not be considered to be in a conflict of interest.

7.5 Ethical Issues

The Operator agrees to comply with all Applicable Laws and all ethical requirements required of it or of the Physicians involved in providing the Services, and to report to the RHA and all interested Professional Governing Bodies having jurisdiction any circumstances of which it becomes aware which involve a breach of ethical requirements by it or any such Physician.

8.0 General Commitments Related to Services

8.1 Specific Services-Related Commitments

The Operator commits to the RHA that the Services as provided in the Facility will:

- (a) be performed by fully trained, qualified and licensed (if applicable) accredited Staff (on an ongoing basis);
- (b) be performed using Equipment which is in good condition, which is suitable and adequate for the use being made and which has received such approvals and licenses as are required for proper operation in accordance with the requirements of Schedule "C" of all Applicable Laws, regulatory authorities and the manufacturer, where applicable; and
- (c) be performed in a manner which reasonably ensures that all Client records created by the Operator in the performance of the Services at the Facility 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 the RHA.

8.2 Specific Facility-Related Commitments

In providing the Services at the Facility, the Operator will maintain all Accreditations for the Facility, Equipment and all personnel involved in the provision of the Services required, under Applicable Laws or any other Professional Governing Body having jurisdiction.

8.3 Ancillary Obligations

The Operator agrees to use reasonable efforts to:

- (a) collaborate with the RHA in focusing on approaches to the provision of the Services which ensure that the Services as provided are part of a health system which optimizes resource utilization and provides services which are of high quality, efficient and effective and which ensures that the Services as provided by the Operator are provided in a manner and to a standard not less than that provided in public hospitals;
- (b) accommodate the implementation of any clinical practice guideline developed from time to time by those clinical departments/divisions/sections in the Health Region relevant to the performance of the Services;
- (c) collaborate and cooperate with the RHA on a continual basis in the development and implementation of innovative projects or processes relating to the provision of MRI services in the Health Region of, or similar to, the nature and type of the Services, including, without limitation, those related to:
 - (i) assessing the health needs in the Health Region;
 - (ii) assessing resource utilization in the Health Region;
 - (iii) developing continuous improvements;
 - (iv) evaluating the cost effectiveness of the Services; and
 - (v) developing processes to accommodate expected future changes to Clients requiring services (e.g., population aging, criteria expanding);

and to implement within the Facility all related regional quality assurance and monitoring activities that are developed;

- (d) meet volume demands within criteria established and funding available as specified in this Agreement;
- (e) allocate procedures carried out at the Facility such that the minimum number of procedures anticipated to be provided by the RHA in each and every year of the Term (as identified in Schedule "B") are reasonably distributed/scheduled over each such year or part thereof during the Term;
- (f) participate in technology assessment, including equipment, testing protocols and procedures;
- (g) incorporate specific outcome measures for the Services;
- (h) inform the RHA 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 Client care or the cost of providing the Services;

- (i) obtain the written approval of the RHA prior to use of new technology/procedures in connection with the Services; and
- (j) participate in medical quality reviews and other quality improvement initiatives undertaken in the RHA.

8.4 Membership in Practitioner Staff

Subject to Section 8.5 of this Agreement, all Physicians engaged in performing the Services must be members of the Practitioner Staff with privileges entitling them to perform MRI services of the type and character of the Services. The Operator shall be responsible to the RHA to ensure that the requirements of this Section 8.4 are continuously complied with.

8.5 Alternate to Membership in Practitioner Staff

The parties agree that where membership in the Practitioner Staff is not possible or practicable for any Physician proposed to provide some or all of the Services either due to the Practitioner Staff Bylaws not contemplating the granting of appointments or privileges outside hospitals and such Physician not practicing or continuing to practice within any hospital in the area where the Facility is located or due to such Physician not being subject to the Practitioner Staff Bylaws, that Physician may still provide the Services if and only so long as the following conditions are fulfilled:

- (a) that Physician submits all information to the RHA as would be required for a physician to become entitled to become or to remain a member of the Practitioner Staff in the area where the Facility is located holding privileges sufficient to perform the Services together with an undertaking to be bound by the Practitioner Staff Bylaws insofar as the same are applicable to the provision of the Services;
- (b) the RHA approves of the Physician providing the Services, such approval to be granted or withheld in a manner consistent with the RHA's application of the Practitioner Staff Bylaws; and
- (c) the Physician complies with all applicable requirements of the Practitioner Staff Bylaws to the same extent as if he or she were a member of the Practitioner Staff.

9.0 Complaint and Incident Processes

9.1 Processes to be Established

- (a) Client Concern Resolution Process. The Operator will cooperate with the RHA to immediately implement a process whereby all Clients are given the opportunity to evaluate or comment on the Operator's provision of the Services. The Operator will inform its Staff and all Clients of this process and will maintain appropriate documentation of its client concern resolution process and any follow-up thereto. The Operator's client concern resolution process shall be coordinated with the RHA's client concern resolution process. If a Client or delegate informs the RHA of a concern with respect to the Services, or the Operator in the conduct of the Services, the RHA shall bring the concern to the Operator for resolution. The Operator acknowledges and agrees that the RHA shall be entitled to become involved in the client concern resolution process.
- (b) Incident Reporting Process. The Operator will immediately put in place processes whereby all Critical Incidents are immediately reported in writing to the RHA in sufficient detail necessary to enable the RHA to fulfill any emergent responsibilities as a health authority and health care provider and to respond to the incident in accordance with the RHA's established incident reporting process.
- (d) The Operator will report all concerns raised regarding clinical or non-clinical practices in the Facility or by Physicians engaged in performance of the Services to the RHA's appropriate clinical administrators as soon as is practicable in the circumstances.
- (e) The Operator hereby authorizes the CPSS and any other Professional Governing Body (as applicable) involved in reviewing any Reportable Incident or clinical practices under this Agreement, to provide to the RHA any information related thereto in the possession of the CPSS or other Professional Governing Body.

10.0 Educational Programs, Research and Public System

10.1 Educational Support

Having regard to the resources reasonably available to the Operator for such purposes, the Operator will cooperate with and assist the RHA (and appropriate educational institutions) in the pursuit of their respective missions to educate students in medicine and other health disciplines in the Health Region.

10.2 Research Support

- (a) Having regard to the resources reasonably available to the Operator for such purposes, the Operator will cooperate with the RHA to provide such participation by its personnel as may be reasonable in relation to the carrying out of research within the Health Region.

- (b) The Operator shall not, without the RHA's prior written consent, undertake or agree to participate in any form of clinical trial, research project, instrument use, or similar activity at the Facility which in any way relates to the Services provided under this Agreement.

10.3 Clinical Support

In arranging for Physicians and other Staff who will provide the Services, the Operator shall use all reasonable efforts to ensure that the pool of Physicians and Staff required by the RHA or other hospital operators in the Health Region to provide clinical services within publicly funded hospitals operated by them is not materially and adversely impacted. For the purposes of implementing this Section 10.3, the Operator will, prior to recruiting any Physician or other Staff then practicing in any hospital in the Health Region, consult with the RHA as to the impact such recruitment would have on the ability of the RHA (or the operator of the hospital, as the case may be) to meet the expected needs of the Clients. Where any recruitment by the Operator can reasonably be expected to unduly jeopardize the then current clinical resources of publicly funded hospital facilities in the Health Region, the Operator shall not proceed with the recruitment.

11.0 Inspection of Facilities and Records

11.1 Right to Inspect

The RHA and the Minister shall have the right (including all access rights required) to inspect the Facility and all of the Equipment, personnel and records of the Operator (and to take copies of records where either desires to do so) related to the Services performed or the Services to be performed (and goods and services sold or otherwise provided to persons receiving such Services) at all reasonable times and without prior notice in cases of emergency or whenever there is any reasonable apprehension of any ongoing danger to Clients for the purposes of determining compliance with this Agreement.

11.2 General Duty to Report

The Operator will provide the RHA with such information related to the performance of the Services from time to time as may be requested by the RHA or required by Applicable Laws including, without limitation, any information or report required by this Agreement. Any information provided to the RHA may be provided to the Minister.

11.3 Potential Breaches

The Operator shall promptly report to the RHA any circumstance of which it becomes aware with respect to an existing or potential breach of any of the provisions of this Agreement.

11.4 Accounting Records

The Operator must maintain complete, accurate and proper accounts and records in connection with the Services performed under this Agreement. These records must be kept for the term of this Agreement and be available for inspection and copying by the RHA and its representatives.

11.5 Supporting Documentation Required

The Operator shall provide the RHA with the following supporting documentation in accordance with the frequency set out below:

- (a) prior to execution of the Agreement, the Operator's certificate of incorporation/amalgamation, constituting documents (e.g., articles of incorporation, bylaws, memorandum of association, etc.);
- (b) prior to execution of the Agreement, a certificate of status from the Corporations Branch for the Province of Saskatchewan stating that the Operator is a valid and subsisting corporation under *The Business Corporations Act* (Saskatchewan), if applicable;
- (c) a current list of the Operator's board of directors and organizational chart to be provided forthwith and again at any time a change in the membership occurs during the Term;
- (d) prior to commencement of the Services, copies of all applications and Accreditations and Designations obtained;
- (e) after execution of this Agreement, 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;
- (f) when requested, evidence of policies, designation of responsibilities, and compliance with employee safety programs and Workplace Hazardous Materials Information Systems;
- (g) prior to commencement of the Services pursuant to this Agreement, and every year during the Term thereafter, certificates of insurance evidencing full compliance with Article 15; and
- (h) prior to commencement of the Services, a certificate evidencing the Operator's registration and good standing with the Saskatchewan Worker's Compensation Board or, if the Operator is exempt from the requirements of *The Worker's Compensation Act, 1979* (Saskatchewan), a copy of the letter of exemption.

12.0 Assignment and Ownership

12.1 Assignment and Subcontracting

- (a) The RHA shall have the right to assign this Agreement to a successor regional health authority located in Regina, Saskatchewan or to another duly regulated body that is authorized to provide health services which is directly funded by the Government of Saskatchewan.
- (b) The Operator shall not assign, subcontract or transfer this Agreement, in whole or in part, without the prior written consent of the RHA, such consent not to be arbitrarily or unreasonably withheld or delayed. Such consent will not relieve the Operator of its obligations and liabilities under this Agreement. Any purported assignment, subcontracting or transfer by the Operator without the RHA's prior written consent shall be void and of no force or effect.
- (c) In providing its Services, the Operator may engage those subcontractors approved by the RHA in writing as necessary to enable the Operator to carry out its duties and responsibilities in respect of the Services. The Operator agrees to incorporate in its agreements and dealings with subcontractors, and to bind all subcontractors by, the terms of this Agreement, as far as is applicable to the services to be performed by each subcontractor. Any such subcontracting by the Operator shall not relieve the Operator of its direct responsibility and liability under this Agreement, nor shall any such subcontracting impose any liability on the RHA to any subcontractor.

12.2 Ownership or Control

The Operator shall comply with the following provisions:

- (a) prior to commencement of the Services pursuant to this Agreement, the Operator shall, if it has not previously done so, certify and submit to the RHA all of the ownership and control information related to the Operator and the Facility contemplated by *The Health Facilities Licensing Act* (Saskatchewan) and regulations;
- (b) the Operator will advise the RHA of any proposed changes in the ownership, beyond nominal minority ownership changes, or control of either the Operator or the Facility during the Term whenever and as frequently as such changes occur, such notice to be provided, where reasonably practicable, not less than sixty (60) days prior to the proposed effective date of the change;
- (c) the Operator shall not permit a change in either the ownership, beyond nominal minority ownership changes, or control of either the Operator or the Facility during the Term, without the prior written consent of the

RHA, such consent not to be arbitrarily or unreasonably withheld or delayed; and

- (d) where any change in ownership, beyond nominal minority ownership changes, or control occurs and is approved by the RHA, the Operator shall update the requested ownership information provided to the RHA.

12.3 Unauthorized Assignment or Change in Ownership

A failure by the Operator to obtain prior written consent in accordance with Sections 12.1 or 12.2 of this Agreement may, at the RHA's sole discretion, result in immediate termination of this Agreement without further notice or process of law.

13.0 Operator Status

13.1 Independent Contractor

The Operator is an independent contractor and not an agent, partner or representative of the RHA. 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, or franchisor-franchisee between or among the parties and no provision contained in this Agreement shall be deemed to construe the role of the Operator other than an independent contractor.

13.2 No Authority to Bind the RHA

Except as specifically authorized in this Agreement, the Operator shall not have any authority of any kind to act on behalf of the RHA and shall not purport to do so.

13.3 No Employment Benefits

Because the Operator and its Staff are not employees of the RHA, the Operator and its Staff shall not be entitled to any of the rights, benefits or incidents of employment such as vacation or vacation pay, statutory holiday pay, overtime pay or participation in employment benefit plans. The Operator agrees not to claim the benefit of, or protection under, any law which provides benefits or protection to employees, save and except for any insurance that may be in place regarding acts it performs in the course and scope of this Agreement. The Operator shall be responsible for the actions or omissions of its Staff.

13.4 Operator Employees

The Operator acknowledges and agrees that the RHA is not a joint or co-employer of any of the Operator's employees. The Operator will pay and provide all wages,

salaries, bonuses, benefits and all other compensation due to the Operator's employees and withhold and pay all employment taxes, source deductions and employment insurances related to the Operator's employees. The Operator has the sole authority to interview, test, hire, fire, lay-off, train, promote, discipline, direct, manage, schedule, supervise, and assign the Operator's employees.

13.5 Occupational Health and Safety

The Operator shall have complete control and responsibility for the health and safety of its employees and all approved subcontractors while engaged in the performance of the Services. The Operator must develop and implement appropriate programs, policies and procedures pertaining to occupational health and safety matters (including, without limitation, on-site safety, safety orientation, hazard communication and fire prevention) applicable to the provision of the Services which are consistent with first-class practices and standards in the health care industry and which are in compliance with occupational health and safety laws.

13.6 Control of Services

The Operator will have control of the Services and must effectively direct and supervise the Services using its best skill and attention. The Operator must supervise and direct the Services and all persons involved in the Services, including any approved subcontractors. The Operator will be entirely responsible for ensuring compliance with the provisions of this Agreement by all of its employees, agents and approved subcontractors.

13.7 Control of Use of the RHA's Name

The Operator shall not use the name of the RHA in any way in relation to its business without the prior written consent of the RHA except that the Operator may advise Clients that the RHA is paying for Services provided to them, to the extent contemplated by this Agreement, and except where the RHA and the Operator share materials used to support the delivery of the Services. In these cases, the materials may be co-branded with each party's name, provided that the parties have mutually agreed in writing to such co-branding.

13.8 Right to Carry on Outside Practice

The Operator agrees to manage the Facility in a manner which will ensure that the provision of services in addition to the Services to persons that are not clients of the RHA does not limit or otherwise compromise the provision of the Services as contemplated by this Agreement or unreasonably inconvenience the RHA's Clients. RHA and the Operator further agree that, subject to the Operator complying with such obligation, the Operator may provide such additional services, including MRI services, to any person at the Facility as the Operator

may from time to time determine. For clarity, any services provided by the Operator at the Facility to persons that are not clients of the RHA shall not be deemed to be subject to the terms of this Agreement.

13.9 Ownership of Deliverables

All deliverables (i.e. data, records, reports, etc.) that are generated in connection with the provision of the Services by the Operator shall be owned by the RHA, however, the Operator may retain copies of the data, records and reports if it is required to do so pursuant to Applicable Laws. The Operator agrees to promptly and fully carry out such acts and to promptly and fully execute and deliver, whether manually or electronically, without further consideration, such documents and instruments as the RHA may reasonably deem appropriate or necessary to further give effect to this section.

14.0 Confidentiality, Records and Public Relations

14.1 Confidential Information

Each party acknowledges and agrees that all Confidential Information of one party, revealed directly or indirectly to the other party, or which arises out of or results from the performance of the Services pursuant to this Agreement, is received on a strictly confidential basis and under a relationship of utmost confidence and trust.

14.2 Confidentiality Obligations

- (a) Subject to section 14.9, each party acknowledges and agrees that all Confidential Information shall remain the sole property of the party providing the same. Each party shall take reasonable safeguards to ensure that all Confidential Information disclosed to it by the other party, or generated by the other party in the course of providing the Services under this Agreement, is held in the strictest confidence after receipt of same.
- (b) The Operator and the RHA agree that the collection, use, disclosure, access, retention and disposal of the Confidential Information pursuant to this Agreement shall be subject to and completed in accordance with HIPA, LAFOIPP and any other Applicable Laws and Applicable Policies. Each party shall comply with the provisions of HIPA, LAFOIPP and any other Applicable Laws, and this obligation shall survive the termination of this Agreement for as long as a party has custody and control of or has access to Confidential Information.
- (c) If a party receives any request for Confidential Information of the other party, (either under HIPA or LAFOIPP), it shall immediately refer such request to the other party and (if applicable) co-operate with the other party in responding to such request.

- (d) Each party shall only collect, use, disclose and access the minimum amount of Confidential Information that is necessary to provide the Services.
- (e) Each party will require its employees and subcontractors to agree, in writing, to protect the confidentiality and security of the Confidential Information to at least the extent provided by this Agreement. Each party will properly advise and train its employees and subcontractors of the requirements under this Agreement, HIPA, and LAFOIPP. Each party specifically assumes all responsibility for its employees and for the breach by any of its employees of any provision of the Acts.

14.3 Confidentiality Restrictions

The Operator and RHA mutually covenant and agree that unless otherwise expressly agreed to in this Agreement, all Confidential Information shall:

- (a) be kept in strict confidence;
- (b) not be transported, accessed, used, dealt with, exploited or disclosed for any purpose other than as contemplated herein and in strict accordance herewith, and only for the purpose of providing the Services;
- (c) not be disclosed to any person other than Authorized Representatives and shall only be disclosed to or shared with such Authorized Representatives as is strictly necessary for the purpose of providing the Services;
- (d) be safeguarded against theft, damage or access by unauthorized persons by using reasonable administrative, technical and physical security measures in accordance with current industry standards and Applicable Policies;
- (e) not be disclosed under any non-Canadian law, rule order or document and a party shall immediately notify the other party 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; and
- (f) not be disclosed or transferred outside of the Province of Saskatchewan or Alberta without the other party's prior written consent. Notwithstanding the foregoing, the RHA acknowledges that the Operator may elect to store all or any part of the Confidential Information at the primary administration office or records management facility of Radiology Consultants Associated, which office and/or facility may be located in the City of Calgary or elsewhere in the Province of Alberta.

The Operator agrees that Confidential Information obtained from the RHA under this Agreement:

- (i) shall be kept separate from all data bases and records of the Operator; and
- (ii) subject to Section 14.4 of this Agreement, shall either be destroyed or returned to the RHA after the Operator no longer requires the Confidential Information to provide the Services.

14.4 Return or Destruction of Confidential Information

At any time upon the written request of either party, and in any event upon the termination of the Services under this Agreement, each party shall immediately return to the other party or destroy any Confidential Information in whatever form it may be held by it or its respective Authorized Representatives, and thereafter provide satisfactory proof that all such Confidential Information has been returned or destroyed.

14.5 Privacy

The Operator shall comply with the provisions of Schedule "E" to this Agreement in respect of personal information or personal health information accessed or accessible by the Operator in the performance of the Services. The Operator shall not access any personal information or personal health information unless authorized in writing by the RHA.

14.6 Compliance with Agreement by Authorized Representative

A party shall, before disclosing any Confidential Information, to any Authorized Representative, obtain the other party's prior written consent and ensure that the terms and conditions of this Agreement are and will be fully complied with by any such Authorized Representative, including obtaining a confidentiality agreement obligating the Authorized Representative to keep Confidential Information in strict confidence and to be bound by all terms and conditions of this Agreement. At the request of either party, the other party shall provide the requesting party with a list of all Authorized Representatives to whom Confidential Information has been provided and evidence in writing that the Authorized Representatives have agreed to be bound by the terms and conditions of this Agreement. Each party agrees that it shall be liable and responsible for any breach of this Agreement by its Authorized Representatives.

14.7 Notice of Confidentiality Breach

- (a) Each party shall notify the other party immediately if Confidential Information is believed to have been collected, used or disclosed in contravention of this Agreement or that as a result of the conduct of the party or any third party, the other party may suffer financial damage. Each party shall fully cooperate with the other party's investigation of such incident (including allowing the non-disclosing party to interview the

disclosing party's Staff) and the non-disclosing party's efforts to recover the Confidential Information and shall ensure that its Authorized Representatives are aware of their obligations under this Section 14.7(a). Notwithstanding any notification by a disclosing party to the non-disclosing party under this Section 14.7(a), all obligations of the disclosing party with respect to the Confidential Information shall survive and continue to bind the disclosing party.

- (b) A party shall immediately notify the other party if it becomes aware of, or receives a notice of, an investigation conducted by the Saskatchewan Office of the Information and Privacy Commissioner or any other government agency that relates to the Confidential Information. Each party shall fully cooperate with the other party in responding to any such investigation.

14.8 Legal Compulsion to Disclose

If a party or any Authorized Representative is or becomes legally compelled by oral questions, interrogatories, requests for Confidential Information, documents, subpoena, civil investigative demand or similar legal process to disclose any Confidential Information, such party or its Authorized Representative to whom the request was made or who is legally compelled to disclose Confidential Information shall provide the other party with prompt written notice of same so that the other party may seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained, the party or its Authorized Representative, as the case may be, shall:

- (a) furnish only that portion of the Confidential Information which is legally required;
- (b) exercise its best efforts to obtain reliable assurance that the Confidential Information will be accorded confidential treatment; and
- (c) promptly provide to the other party copies of the Confidential Information that was disclosed along with the request made therefore.

14.9 Client Records

The Operator agrees that the Client records created by the Operator in the performance of the Services at the Facility shall be the property of and under the control of the RHA. It is agreed that the RHA will be the trustee for these records pursuant to HIPA, provided that the Operator shall have full access to such records in order to respond or provide a response to any investigation or inquiry.

If at any time the Operator assumes custody or control of any personal health information, it shall at all times make it accessible to the RHA, in order that the duties and obligations of the RHA, as trustee, may be fulfilled.

14.10 The Health Information Protection Act

The parties acknowledge and agree that the Confidential Information (in particular, the Client records created by the Operator in the performance of the Services at the Facility) includes personal health information as defined in HIPA. Each party acknowledges and agrees that it is responsible for its compliance with HIPA and the provisions of this Agreement are specifically subject to the provisions in HIPA.

14.11 The Local Authority Freedom of Information and Protection of Privacy Act

The Operator acknowledges that the RHA is a local authority that must comply with LAFOIPP. As a result, the RHA is not able to guarantee confidentiality of documents submitted to it in the normal course of business or otherwise, or to which the RHA otherwise has a right of access. All documentation or other information submitted by the Operator to the RHA, even that which is marked "confidential", may be subject to the privacy and disclosure provisions of LAFOIPP.

14.12 Agreement A Public Document

The Operator expressly acknowledges that this Agreement may be published by the RHA for public inspection during normal business hours and that certain information in this Agreement may be required to be published by the RHA.

14.13 Public Communications

The RHA and the Operator will:

- (a) designate communication contacts to deal with performance, contractual or items of interest or concern of the other party; and
- (b) establish processes to handle matters that are not otherwise dealt with in this Agreement in such manner as to enhance the relationship between the parties.

The RHA will notify and, where deemed appropriate, invite the Operator to participate in any and all formal media releases, advertising, promotional material, interviews or other formal communications with third parties relative to the relationship of the parties or the provision of the Services under this Agreement.

15.0 Indemnity, Liability and Insurance

15.1 Indemnity by Operator

The Operator shall have full responsibility for the care of the Clients while within the Facility and shall indemnify and hold harmless the RHA, its officers, directors, employees, agents, volunteers and consultants from and against all claims, demands, damages, losses, expenses, costs (including legal fees on a solicitor/client basis), fines and penalties sustained or incurred by the RHA or which may be made or brought against the RHA (any or all of the foregoing hereinafter, the "**Losses**"), to the extent such Losses arise out of, result from or are attributable to:

- (a) any act or omission (including, without limitation, negligence, gross negligence, strict liability, or wilful, wanton or intentional misconduct) of the Operator or its employees, officers, directors, agents or subcontractors, including any physicians or other health care providers engaged in the provision of the Services in the Facility; or
- (b) a breach of this Agreement by the Operator.

This indemnity shall survive the expiry or termination of this Agreement.

15.2 Indemnity by RHA

The RHA allocates the patients and oversees the manner in which the Services are directed to the Operator. The RHA shall indemnify and hold harmless the Operator, its officers, directors, employees, agents, volunteers and consultants from and against all claims, demands, damages, losses, expenses, costs (including legal fees on a solicitor/client basis), fines and penalties sustained or incurred by the Operator or which may be made or brought against the Operator (any or all of the foregoing hereinafter, the "**Losses**"), to the extent such Losses arise out of, result from or are attributable to:

- (a) any act or omission (including, without limitation, negligence, gross negligence, strict liability, or willful, wanton or intentional misconduct) of the RHA or its employees, officers, directors, agents or subcontractors, including any physicians or healthcare providers engaged in the allocation and provision of the Services; or
- (b) a breach of this Agreement by the RHA.

This indemnity shall survive the expiry or termination of this Agreement.

15.3 Liability

The Operator will be responsible to the RHA for losses or costs suffered by the RHA due to breach of this Agreement by the Operator.

15.4 Insurance

Without limiting its obligations or liabilities under this Agreement, the Operator shall obtain and maintain in force during the Term of this Agreement and the performance of the Services, at its own expense, the following insurance with the limits specified below:

- (a) commercial general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence covering all operations by or on behalf of the Operator on an occurrence basis against claims from personal injury (including bodily injury or death), property damage and contractual liability;
- (b) property insurance covering the risk of physical loss to any equipment, machinery, tools, or other property supplied by the Operator in connection with the performance of the Services, on a replacement cost basis;
- (c) automobile liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence, covering all liability arising out of the operation of owned or non-owned automobiles used in the course of providing the Services under this Agreement;
- (d) professional liability insurance for all Physicians providing Services under this Agreement with limits of not less than five million (\$5,000,000) dollars. Membership of a physician in the Canadian Medical Protective Association shall satisfy the insurance requirements under this Agreement for the Physician. Each Physician must do all things necessary to entitle himself to all defence and indemnification services offered by his respective association, or its equivalent, with respect to all losses or costs arising from Services provided under this Agreement. Personnel other than Physicians providing clinical Services under this Agreement will carry professional liability insurance in the maximum amount offered by their respective association; and
- (e) any other insurance which the Operator is required by law to provide.

The Operator must provide the RHA with satisfactory proof of the insurance coverage required by this section before the Operator begins providing the Services and at least ten (10) days prior to any anniversary date of this Agreement. The Operator must provide certified copies of actual insurance documents if requested by the RHA. The RHA must be included as an additional insured on a primary basis for liability arising out of or in relation to the

Operator's work or operations performed under or incidental to this Agreement. Each insurance policy shall, where possible, provide that at least thirty (30) days prior written notice will be given to the RHA of any cancellation of any such policy or policies or of any change material to the interests of the RHA. Each insurance policy maintained by the Operator related to the operations under this Agreement must include an endorsement providing that the underwriters will waive all rights of recovery, under subrogation or otherwise, against the RHA.

If any of the policies covered in sub-sections (a) to (d) of this Section 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. The required policies of insurance shall be written with insurers licensed in the Province of Saskatchewan.

15.5 Continuation of Services

In the event of damage or loss of all or a portion of the Facility or Equipment due to fire or any other peril, the Operator shall immediately notify the RHA in order to determine, acting reasonably, what portion of the Facility or Equipment has been damaged and to what level Services may continue to be provided.

The Operator shall diligently pursue claim of loss as against the insurer and to the extent insurance proceeds are available, restore the Facility and Equipment in order that the level of Services can be fully restored. The obligation to provide Services shall abate until the facility and Equipment are restored and Services can be provided.

15.6 Workers' Compensation and other Legislative Requirements

The Operator shall comply with the requirements of *The Workers' Compensation Act, 1979* (Saskatchewan), the *Income Tax Act* (Canada), *The Provincial Sales Tax Act* (Saskatchewan), the *Employment Insurance Act* (Canada), the *Canada Pension Plan* (Canada) and *The Occupational Health and Safety Act, 1993* (Saskatchewan) (including all regulations, orders and codes of practice established pursuant thereto) at all times during the Term from and after the commencement of the provision of the Services. In the event that the Operator is exempt under *The Workers' Compensation Act, 1979* (Saskatchewan), it shall carry employer's liability insurance covering its Staff with a limit of not less than one million dollars (\$1,000,000) per occurrence.

It is specifically agreed that any liability or assessments (including penalties and interest) for income tax, sales tax, Canada Pension Plan, Employment Insurance or any other contributions which are required by law from time to time to be paid or remitted in connection with the Services or the operations of the Operator are the sole responsibility of the Operator. The Operator shall, on demand from the RHA, produce evidence to the RHA's reasonable satisfaction that the Operator has at all relevant times been duly registered and in good standing with all

governmental bodies in the Province of Saskatchewan with which the Operator is required to be registered including, without limitation, the Workers Compensation Board of Saskatchewan.

15.7 Operator Equipment

Since the Operator is required to maintain equipment insurance and the cost of that insurance is reflected in the fees payable by the RHA, the Operator agrees that the RHA will not be liable to the Operator for any physical loss or damage to any equipment, machinery, tools, materials or other property of the Operator used in the performance of the Services and operations contemplated under this Agreement.

16.0 Notice

16.1 Address and Form

Any notice given by a party hereto to any other pursuant to this Agreement shall be in writing and delivered personally or sent by prepaid registered mail addressed to the party to receive such notice at the address specified below or sent by fax to:

The RHA:

Regina Qu'Appelle Health Authority
Medical Imaging Services
RGH - 3C Specialty Care
Attention: Tim Pilon
Fax: 306-766-3359

The Operator:

Mayfair Diagnostics Regina
RCA Diagnostics Inc.
c/o Radiology Consultants Associated
120 Mayfair Place, 6707 Elbow Dr. SW
Calgary, AB T2V 0E3
Attention: Dr. I. Boridy
Fax: 403-777-3008

16.2 Time of Delivery

Any notice delivered personally or by fax during normal business hours at an address specified above shall be deemed to be received the same Business Day, and any notice sent by mail or otherwise will be deemed to be received on the following Business Day. Any Party shall be entitled to change its address for notice to an address elsewhere in the Province of Saskatchewan by notice in writing to the other Party.

17.0 Dispute Resolution

17.1 Resolution by Negotiation

The RHA and the Operator 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, which touches upon 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, promptly and in a professional and amicable manner by negotiation between the appointed representatives of the parties, or depending upon the nature and extent of the dispute, by good faith negotiations conducted between the senior management of both parties. Whenever any party wishes to have a dispute referred to the senior management of both parties for possible resolution, that party may require the same to be so dealt with by senior management by notice to that effect to the other party.

17.2 Resolution by Arbitration

In the event that a dispute remains unresolved within fifteen (15) 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 17.3 of this Agreement, any dispute that has proceeded through senior management without resolution shall be submitted for arbitration in accordance with the following requirements:

- (a) the party seeking to initiate arbitration shall give written notice thereof to the other party and shall set forth a brief description of the matter submitted for arbitration;
- (b) within fifteen (15) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
- (c) in the event that the parties cannot agree upon a single arbitrator within the period set forth in Section 17.2(b) above, then the party initiating the arbitration shall forthwith nominate one arbitrator and thereupon notify the other party in writing of such nomination and the other party shall, within fifteen (15) days of receipt of such notice of nomination, nominate one arbitrator and the two arbitrators so nominated shall select a third arbitrator to act as chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or experience to deal with the matters in issue;

- (d) any arbitration conducted pursuant to this Agreement shall take place in the City of Regina and the parties shall meet with the arbitrator or the arbitration panel as the case may be, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of the decision by the arbitrator or the arbitration panel;
- (e) the decision of the single arbitrator, or a majority of the arbitration panel, as the case may be, in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties;
- (f) the costs of the arbitration shall be borne as between the Operator and the RHA in the manner specified in the arbitrator's decision or, in the absence of any direction by the arbitrator, costs shall be borne equally;
- (g) except as modified by this Agreement, the provisions of *The Arbitration Act, 1992* (Saskatchewan), as amended from time to time, shall govern the arbitration process; and
- (h) the Operator and the RHA 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 this Agreement is terminated or expires in accordance with its terms and conditions.

17.3 Exceptions from Arbitration

Disputes on any of the following matters are expressly excluded from the provisions of Section 17.2 of this Agreement:

- (a) the level of the Service Fees or any changes thereto;
- (b) any action by a party not to renew this Agreement;
- (c) the decision of a party to terminate the Agreement;
- (d) any party's entitlement to damages on account of the default of the other and the amount of damages suffered;
- (e) the suitability of a Physician to perform the Services in the circumstances contemplated by Section 8.5 of this Agreement;
- (f) any action taken in respect of the RHA's service standards or any revision or amendments thereto;
- (g) the interpretation of any legislation;
- (h) the decision of the RHA to suspend the provision of the Services by the Operator pursuant to Section 6.2(d) of this Agreement; and

- (i) the existence and validity of any approval or revocation of the Accreditation or Designation issued by the Minister or any other authority having jurisdiction.

18.0 Right to Terminate for Material Change

18.1 Right to Terminate for Material Change

[Intentionally Deleted.]

19.0 Access to RHA Materials Inventory

19.1 Negotiation of Process

The parties agree to work together to develop a process which would allow the Operator to access the RHA sourced supplies. The parties shall use their best efforts to develop such a process within two (2) months of the execution of this Agreement.

20.0 Amendment

20.1 Amendment

Any amendment to this Agreement shall be mutually agreed upon in writing by both parties. A party who wishes to propose an amendment shall provide a Request for Change to the other party setting out the reasons and the particulars of the proposed change. The party receiving the Request for Change shall have thirty (30) days to consider the Request for Change and to respond, agreeing, rejecting or requesting further particulars to the Request for Change.


If further particulars are requested, the party who made the Request for Change shall respond to the other party within fifteen (15) days of receiving such request for further particulars. Upon the other party receiving the further particulars, it shall notify the initiating party as to whether it agrees to or rejects the change.

Any Request for Change that is agreed to as between the parties shall be formally agreed to and executed as an amendment to this Agreement. If the Request for Change is rejected, the matter shall be at an end and will not form the content of any further Request for Change within the subsequent six (6) month period.

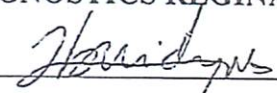
(Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this Agreement all as of the date and year first above written.


**REGINA QU'APPELLE REGIONAL HEALTH
AUTHORITY**

Per: 
Name: Robbie Peters
Title: Vice President Finance & CFO

**RCA DIAGNOSTICS INC., OPERATING AS
MAYFAIR DIAGNOSTICS REGINA**

Per: 
Name: ILLYA / C. BORIDY, MD

Title: Chairman

Per: 

Name: AMIN LALANI MD FRCPC

Title: PARTNER RCA DIAGNOSTICS.

Schedule "A" – Interpretation

1.1 Definitions

In this Agreement, including the recitals, the following terms are defined as follows:

- (a) "Accredited" or "Accreditation" means, in respect of any proposed use of a facility, that the facility is approved for such use by any Professional Governing Body having any jurisdiction to do so and, pursuant to the HFL Act, means that the facility meets the appropriate standards to provide insured health services.
- (b) "Adverse Event" means "an event which results in unintended harm to the patient, and is related to the care and/or services provided to the patient rather than to the patient's underlying medical condition." (CPSI Canadian Disclosure Guidelines). This can include actual or potential harm.
- (c) "Agreement" means this agreement including the following Schedules and Appendices attached:
 - (i) Schedule "A" – Interpretation
 - (ii) Schedule "B" - Services and Service Fees
 - (iii) Schedule "C" - Quality Assurance and Safety Expectations
- Appendix 1: Infection Prevention and Control Standards
 - (iv) Schedule "D" – Service Expectations and Operational Responsibilities
 - (v) Schedule "E" – Personal Data Protection
 - (vi) Schedule "F" – Request for Change
- (d) "Amenities" means those amenities as set out in Part III of Schedule "D".
- (e) "Applicable Laws" means *The Regional Health Services Act* (Saskatchewan), *The Health Facilities Licensing Act* (Saskatchewan), HIPA, *The Saskatchewan Medical Care Insurance Act*, LAFOIPP, *The Hospital Standards Act* (Saskatchewan), *The Public Health Act, 1994* (Saskatchewan), *The Occupational Health and Safety Act, 1993* (Saskatchewan) and the *Canada Health Act*, including all regulations and programs established pursuant thereto, together with all other federal, provincial and municipal laws, regulations, ordinances, rules, codes, permits and bylaws applicable to the provision of the Services, the

Facility, the Equipment, the Operator or this Agreement, all as amended from time to time.

- (f) "Applicable Policies" includes the policies, bylaws, directives, regulations, guidelines, codes of conduct, rules, systems and procedures of the RHA that remain in effect during the Term and as amended from time to time.
- (g) "Authorized Representative" means a representative authorized by the Operator or RHA to have access to the Confidential Information and shall be limited to those persons who need such access in order to provide the Services.
- (h) "Business Day" means any day, other than Saturday, Sunday or any statutory holiday in the Health Region.
- (i) "Client" means any person receiving or attempting to receive the benefit of the Services.
- (j) "Confidential Information" means:
 - (i) financial, operational, personal or business information, records and plans of or relating to either party;
 - (ii) personal health information, as defined in HIPA that is collected, used, disclosed and accessed pursuant to this Agreement;
 - (iii) personal information, as defined in LAFOIPP that is collected, used, disclosed and accessed pursuant to this Agreement;
 - (iv) any information that is created, shared, accessed, or generated pursuant to this Agreement which is required to be kept confidential by statutory or regulatory requirements as same may be amended, revised or substituted from time to time;
 - (v) writing that is confidential or marked or labelled as confidential; and
 - (vi) any other information that is created, shared, accessed, or generated pursuant to this Agreement which by its nature is to be kept confidential;

but excludes information (other than personal health information and personal information, as defined above) that the receiving party can demonstrate:

- (i) was known to the receiving party prior to its receipt from the other

party as demonstrated by written records;

- (ii) was known to the general public prior to its receipt from the other party or subsequently becomes known to the public through no fault of the receiving party; or
 - (iii) was obtained by the receiving party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure.
- (k) "Conflict of Interest" means a conflict of interest as defined by the Practitioner Staff Bylaws, the RHA Conflict of Interest Policy and the CPSS Bylaws, as applicable.
 - (l) "CPSS" means the College of Physicians and Surgeons of Saskatchewan.
 - (m) "Critical Incident" shall have the meaning given to that term in *The Regional Health Services Act* (Saskatchewan) and *The Critical Incident Regulations* (Saskatchewan).
 - (n) "Designated" means, in respect of any proposed use by the Operator of the Facility that the Facility has been designated for that use by the Minister to the extent required pursuant to the HFL Act and the Operator and the Facility have been fully licensed pursuant to the HFL Act.
 - (o) "Equipment" means all equipment utilized by the Operator to provide the Services.
 - (p) "Facility" means the Mobile Facility and/or the Permanent Facility, as applicable.
 - (q) "Force Majeure" means circumstances and conditions beyond the control of the party affected thereby which render it impossible for such party to fulfill its obligations under the Agreement or which will delay such fulfillment. Force Majeure shall include, but not be limited to, the following matters: war, an act of God, acts of a foreign enemy, civil war, earthquake, flood, fire or other natural physical disaster, a strike or lockout. Without limiting the generality of the foregoing, a Force Majeure event shall not include a pandemic or similar form of epidemic or, for greater certainty, shortages of labour, materials, transportation or utilities or financial hardship, unless caused by circumstances which are themselves force majeure.
 - (r) "Health Region" has the meaning set out in the recitals of the Agreement.
 - (s) "HFL Act" means *The Health Facilities Licensing Act* (Saskatchewan) as

amended from time to time and includes all regulations promulgated pursuant to that Act from time to time.

- (t) "HIPA" means *The Health Information Protection Act* (Saskatchewan) as amended from time to time, and includes all regulations promulgated pursuant to that Act from time to time.
- (u) "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 Saskatchewan Medical Care Insurance Act*.
- (v) "Interest" means interest at the prime rate in effect from time to time of the Royal Bank of Canada plus 2% per annum.
- (w) "IPC" means infection prevention and control.
- (x) "IPC Standards" means the Infection Prevention and Control Standards described in Appendix 1 to Schedule "C", as amended from time to time.
- (y) "LAFOIPP" means *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) as amended from time to time, and includes all regulations promulgated pursuant to that Act from time to time.
- (z) "Losses" has the meaning given to it in Article 15 of the Agreement.
- (aa) "Minister" means the Ministry of Health for Saskatchewan and includes any other member of the Executive Council for Saskatchewan.
- (bb) "Ministry" means the Ministry of Health for Saskatchewan.
- (cc) "Mobile Facility" means the Operator's mobile facility located at: 1380-23rd Avenue, Regina.
- (dd) "Operator" means the party described as such in the introduction to this Agreement and its successors and permitted assigns.
- (ee) "Permanent Facility" means the Operator's permanent facility to be located at a site in the City of Regina mutually agreed by the Operator and the RHA, each acting reasonably.
- (ff) "Physician" means a radiologist or other specialist entitled to perform magnetic resonance imaging (MRI) services on Clients of the nature and type of the Services within the Health Region.
- (gg) "Practitioner Staff" means the members of the practitioner staff pursuant to

Practitioner Staff Bylaws.

(hh) "Practitioner Staff Bylaws" means those practitioner staff bylaws which have been established from time to time by the RHA or its predecessors and approved by the Minister and which are of general application to physicians practicing in hospitals or other health care facilities operating under its jurisdiction in the area in which the Facility is located, and written notice of which bylaws and any additions or modifications thereto has been provided to the Operator.

(ii) "Professional Governing Body" means any governing body having legislative authority to admit, control or regulate any of the Physicians practicing within the Facility and includes, without limitation, and where applicable, the CPSS.

(jj) "Proposal" means the response to the request for proposal (or portion thereof) of the Operator, if and where applicable.

(kk) "Quality Assurance and Safety Expectations" means the requirements to be met and satisfied by the Operator in the performance of the Services as set forth in Schedule "C" attached hereto including all Appendices, as updated or amended from time to time.

(ll) "Reportable Incident" means a situation, including a Critical Incident, in which a Client has suffered harm, near harm or harm from any hazard that could lead to Client harm.

(mm) "Request for Change" means the form of document attached as Schedule "F".

(nn) "RHA" means the health authority described as a party to this Agreement in the introduction and its successors and assigns.

(oo) "Services" means those services described in Schedule "B".

(pp) "Service Fees" means the amounts payable by the RHA to the Operator for the Services in accordance with the Agreement.

(qq) "Staff" means all individuals employed or otherwise retained by the Operator for any purpose related to the provision of the Services including, but not limited to, the Operator's employees, officers, directors, agents and all other third party service providers retained by the Operator in relation to the Agreement.

(rr) "Substantial Breach" means the following:

- (i) where the Operator 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 Operator or a custodian or receiver/manager or any other office with similar powers is appointed in respect of the Operator or its respective properties, or any substantial portion thereof;
 - (ii) the Operator fails to properly maintain its Accreditation or Designation of its Facility as required under section 3.2 of this Agreement;
 - (iii) a breach of any confidentiality provision of this Agreement;
 - (iv) the Operator abandons the performance of all or any part of the Services for a period in excess of three (3) Business Days; or
 - (v) a breach of any of the terms of Articles 2, 14 or Sections 15.3, 15.4, 15.5 or 15.6 of this Agreement.
- (ss) "Term" means the initial term of this Agreement as provided in Section 6.1 of the Agreement and includes any extension thereof as provided for therein.

1.2 Headings

The captions and headings appearing in the Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of its provisions.

1.3 Conflicts

If there are any conflicts between the documents forming part of the Agreement, the documents will govern in the following order: (a) the body of the Agreement shall govern over all attachments; and (b) attachments other than the Proposal shall govern over the Proposal (if applicable).

1.4 Severability

In the event any of the terms or conditions of the Agreement or their application to any party or circumstance other than the obligations to provide or pay for the Services shall be held invalid by any court or other authority having jurisdiction, the remainder of the Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected.

1.5 Whole Agreement

The Agreement shall, when duly executed, supersede and replace all other existing

agreements between the parties with respect to the subject matter. 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 the Agreement.

1.6 Availability of Remedies

The rights and remedies available to the Parties under this Agreement shall be in addition to, and shall not operate in limitation of, any rights and remedies otherwise available at law or in equity unless expressly so stated.

1.7 Waiver

No action or failure to act by a party shall constitute a waiver of any right or duty of that party under the Agreement except as specifically agreed to in writing.

1.8 Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein and each party submits to the exclusive jurisdiction of any Saskatchewan courts sitting in Regina (at the option of the RHA). All warranties, rights and remedies established for the benefit of a buyer under *The Sale of Goods Act* (Saskatchewan) with respect to the supply of any deliverables under this Agreement are specifically reserved by the RHA and are incorporated by reference into this Agreement.

1.9 Limitation of Actions

Notwithstanding *The Limitations Act* (Saskatchewan), proceedings based on any cause of action, regardless of form, arising out of, or in any way connected with this Agreement or the Services furnished under this Agreement may be brought within two years after the day on which delivery or performance of the Services has been completed or on which the claim is discovered, whichever is later, but not thereafter.

1.10 Survival

Termination of the Agreement shall not affect the validity of any provisions which are, expressly or by implication, to survive or to take effect on or after such termination.

1.11 Time

Time is of the essence of this Agreement.

1.12 Juridical Day

Where any time period limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Saskatchewan, the time period is extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

1.13 Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations hereunder, nor be deemed to be in breach of this Agreement, if and to the extent such delay or failure has arisen from Force Majeure.

1.14 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, as the case may be.

1.15 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.

Schedule "B" - Services and Service Fees

I. Description of Services

The Operator shall undertake performance of the Services, in accordance with the terms of this Agreement, including the Clinical Standards and Reporting Requirements.

Magnetic Resonance Imaging (MRI)

Exam/Procedure List: (Referenced from RFP Table #1)

1. MRI Head
2. MRI Neck
3. MRI Chest
4. MRI Abdomen
5. MRI Pelvis
6. MRI Extremity
 - a) Arm [may be used generically if b), c) or d) do not apply, but not in conjunction with b), c) or d)]
 - b) Shoulder
 - c) Elbow
 - d) Wrist/Hand
 - e) Leg [may be used generically if f), g) or h) do not apply, but not in conjunction with f), g) or h)]
 - f) Hip
 - g) Knee
 - h) Ankle/Foot
7. MRI One Spine Zone
8. MRI Two Adjoining Spine Zones
9. MRI Three Adjoining Spine Zones
10. MR Angiogram
11. MR Venogram

In some circumstances, patients may be required to have more than one (1) body part exam from the list above in order to properly assess/diagnose an injury or ailment (e.g. a patient may be required to have an MRI of his head and neck; this is equivalent to two (2) procedures).

#1 to #5 will be payable only once per patient visit

#6 may be billed twice if bilateral extremities are requested or multiple parts of one extremity

#7, #8, #9 are to be used independently & once per patient visit

#10, #11, payable once per visit & may be used in conjunction with #1, #2, #3, #4, #5, #6, #7, #8 or #9

The number and types of procedures/examination(s) required will be determined exclusively by the RHA prior to referral to the Operator and included on the requisition referral form. The Operator will only be paid in accordance with the Fee for Services (as set out below in

this Schedule "B") and in the amount determined by the number and type of procedures requested by the RHA.

The Operator may (but shall not be obliged to) temporarily use a mobile MRI unit to provide the Services to the RHA at the Mobile Facility. The Operator may begin to provide the Services at the Mobile Facility as early as October 15, 2014 (or such earlier date as may be agreed in writing by the RHA and the Operator, in which event the initial Term shall be deemed to commence on such earlier date). The Operator may only provide Services at the Mobile Facility until the last day of the next month following the month in which the provision of Services at the Permanent Facility commences, which shall be no later than the last day of the ninth month following the month in which the provision of Services at the Mobile Facility commences. The RHA acknowledges that Services may continue to be provided at the Mobile Facility following the commencement of the provision of Services at the Permanent Facility commencing (anticipated to occur by no later than June 1st, 2015), subject to the limitation contained in the preceding sentence.

The Operator will be paid for the MRI procedures performed at the Mobile Facility in accordance with the Service Fees set out below in this Schedule "B". However, the MRI procedures performed by the Operator at the Mobile Facility will not count towards the minimum yearly procedure volumes anticipated to be provided to the Operator by the RHA and will be excluded for purposes of the fee discount set out in this Schedule "B".

The procedures provided to the Operator by the RHA and the Services to be performed by the Operator will be provided and performed on the basis set forth in Section 8.3(e), subject to the operational requirements of the Operator. Notwithstanding the foregoing, once the Permanent Facility is operational, the RHA will allow a 2-month start-up period for Services at the Permanent Facility to reach normal monthly procedure volumes. During the start-up period, the monthly procedure volumes will be estimated and calculated to allow for reduced volumes.

Fee for Services

<u>Magnetic Resonance Imaging</u>	<u>Fee</u>
<u>Exam/Procedure List:</u>	
1. MRI Head	\$475.00
2. MRI Neck	\$475.00
3. MRI Chest	\$475.00
4. MRI Abdomen	\$475.00
5. MRI Pelvis	\$475.00
6. MRI Extremity	
a) Single side or one part	\$475.00
b) bilateral or two parts	\$475.00
7. MRI One Spine Zone	\$475.00
8. MRI Two Adjoining Spine Zones	\$950.00
9. MRI Three Adjoining Spine Zones	\$1,425.00

10. MR Angiogram	\$90.00
11. MR Venogram	\$90.00

#1 - #5 will be counted as one exam/procedure

#6 will be counted as one exam/procedure for single part; two exam/procedures if bilateral or multiple parts

#7 one exam/procedure

#8 two exams/procedures

#9 three exams/procedures

#10, #11 & will not count as exam/procedure

Note: RHA will receive a 10% discount on all exams performed at the Permanent Facility over and above 5500 procedures/yr performed at the Permanent Facility.

Discounted price (based on the initial fee set out above and subject to adjustments as provided for in this Agreement) = \$427.50

Total Amount Payable

Table #2 (referenced from RFP – table #2) below is provided as an estimate of annual service volumes and percentage of MRI procedures mix.

The RHA agrees to use best efforts to provide to the Operator a minimum of 5,500 procedures per year for each year of the Term of this Agreement. The procedure mix in Table #2 below reflects an estimate of the total volume of each type of procedure. Pricing adjustments will be mutually agreed should the actual annual procedure mix vary by more than +/- 10% in each anatomical category or the actual use of contrast exceed the estimate below by more than +5%, while less contrast used will not require pricing adjustment.

On a monthly basis, the volumes of each type of procedure will be monitored by both parties to ensure that the procedure mix approximates that listed in Table #2. Any subsequent changes to contracted procedure volumes and types of procedures will be mutually agreed upon between the RHA and the Operator.

In circumstances beyond the control of the Operator, Clients that fail to attend, cancel or following screening are deemed inappropriate, shall not be included within volume of procedures and Services under this Agreement.

Based on these parameters and estimates, it is anticipated that the total amount payable by the RHA to the Operator for the Term of this Agreement will be approximately \$2,612,500 per fiscal year. Modifications to the fee schedule shall require the mutual agreement of the RHA and the Operator, provided that any fee increase will be limited to once per year and shall not exceed the prior year's rates by more than the percentage change in the All Items Consumer Price Index (CPI) for Canada, Regina Region for the previous 12 month period.

Table #2:

Annual Procedure Mix (based on annual minimum of 5500 cases total):

- Head / Neck: 30% of cases (70% require contrast)
- Chest / Abdomen / Pelvis: 15% of cases (90% require contrast)
- Spine: 35% of cases (40% require contrast)
- Extremity: 20% of cases (25% require contrast)
- Other: Breast / Cardiac: 0% (will not be referred out)

RQHR Cerner Codes (for reference only)	Fee
MRI Abdomen w/ + w/o Contrast	475.00
MRI Abdomen w/ Contrast	475.00
MRI Abdomen w/o Contrast	475.00
MRI Adrenals w/ + w/o Contrast	475.00
MRI Adrenals w/ Contrast	475.00
MRI Adrenals w/o Contrast	475.00
MRI Ankle w/ + w/o Contrast Left	475.00
MRI Ankle w/ + w/o Contrast Right	475.00
MRI Ankle w/ Contrast Left	475.00
MRI Ankle w/ Contrast Right	475.00
MRI Ankle w/o Contrast Left	475.00
MRI Ankle w/o Contrast Right	475.00
MRI Brachial Plexus w/ + w/o Contrast Lt	475.00
MRI Brachial Plexus w/ + w/o Contrast Rt	475.00
MRI Brachial Plexus w/ Contrast Lt	475.00
MRI Brachial Plexus w/ Contrast Rt	475.00
MRI Brachial Plexus w/o Contrast Lt	475.00
MRI Brachial Plexus w/o Contrast Rt	475.00
MRI Brain w/ + w/o Contrast	475.00
MRI Brain w/ Contrast	475.00
MRI Brain w/o Contrast	475.00
MRI Chest w/ + w/o Contrast	475.00
MRI Chest w/ Contrast	475.00
MRI Chest w/o Contrast	475.00
MRI Clavicle w/ + w/o Contrast Left	475.00
MRI Clavicle w/ + w/o Contrast Right	475.00
MRI Clavicle w/ Contrast Left	475.00
MRI Clavicle w/ Contrast Right	475.00
MRI Clavicle w/o Contrast Left	475.00
MRI Clavicle w/o Contrast Right	475.00
MRI Elbow w/ + w/o Contrast Left	475.00
MRI Elbow w/ + w/o Contrast Right	475.00
MRI Elbow w/ Contrast Left	475.00
MRI Elbow w/ Contrast Right	475.00
MRI Elbow w/o Contrast Left	475.00
MRI Elbow w/o Contrast Right	475.00
MRI Facial Region w/ + w/o Contrast	475.00
MRI Facial Region w/ Contrast	475.00
MRI Facial Region w/o Contrast	475.00
MRI Femur w/ + w/o Contrast Left	475.00
MRI Femur w/ + w/o Contrast Right	475.00
MRI Femur w/ Contrast Left	475.00
MRI Femur w/ Contrast Right	475.00
MRI Femur w/o Contrast Left	475.00

MRI Femur w/o Contrast Right	475.00
MRI Fetal w/o Contrast	475.00
MRI Foot w/ + w/o Contrast Left	475.00
MRI Foot w/ + w/o Contrast Right	475.00
MRI Foot w/ Contrast Left	475.00
MRI Foot w/ Contrast Right	475.00
MRI Foot w/o Contrast Left	475.00
MRI Foot w/o Contrast Right	475.00
MRI Forearm w/ + w/o Contrast Left	475.00
MRI Forearm w/ + w/o Contrast Right	475.00
MRI Forearm w/ Contrast Left	475.00
MRI Forearm w/ Contrast Right	475.00
MRI Forearm w/o Contrast Left	475.00
MRI Forearm w/o Contrast Right	475.00
MRI Hand w/ + w/o Contrast Left	475.00
MRI Hand w/ + w/o Contrast Right	475.00
MRI Hand w/ Contrast Left	475.00
MRI Hand w/ Contrast Right	475.00
MRI Hand w/o Contrast Left	475.00
MRI Hand w/o Contrast Right	475.00
MRI Hip w/ + w/o Contrast Left	475.00
MRI Hip w/ + w/o Contrast Right	475.00
MRI Hip w/ Contrast Left	475.00
MRI Hip w/ Contrast Right	475.00
MRI Hip w/o Contrast Left	475.00
MRI Hip w/o Contrast Right	475.00
MRI Humerus w/ + w/o Contrast Left	475.00
MRI Humerus w/ + w/o Contrast Right	475.00
MRI Humerus w/ Contrast Left	475.00
MRI Humerus w/ Contrast Right	475.00
MRI Humerus w/o Contrast Left	475.00
MRI Humerus w/o Contrast Right	475.00
MRI IAC w/ + w/o Contrast	475.00
MRI IAC w/ Contrast	475.00
MRI IAC w/o Contrast	475.00
MRI Kidneys w/ + w/o Contrast	475.00
MRI Kidneys w/ Contrast	475.00
MRI Kidneys w/o Contrast	475.00
MRI Knee w/ + w/o Contrast Left	475.00
MRI Knee w/ + w/o Contrast Right	475.00
MRI Knee w/ Contrast Left	475.00
MRI Knee w/ Contrast Right	475.00
MRI Knee w/o Contrast Left	475.00
MRI Knee w/o Contrast Right	475.00
MRI Liver w/ + w/o Contrast	475.00
MRI Liver w/ Contrast	475.00
MRI Liver w/o Contrast	475.00
MRI Lumbar Sacral Plexus w + w/o Contras	475.00

MRI Lumbar Sacral Plexus w/ Contrast	475.00
MRI Lumbar Sacral Plexus w/o Contrast	475.00
MRI Neck w/ + w/o Contrast	475.00
MRI Neck w/ Contrast	475.00
MRI Neck w/o Contrast	475.00
MRI Orbits w/ + w/o Contrast	475.00
MRI Orbits w/ Contrast	475.00
MRI Orbits w/o Contrast	475.00
MRI Pancreas w/ + w/o Contrast	475.00
MRI Pancreas w/ Contrast	475.00
MRI Pancreas w/o Contrast	475.00
MRI Pelvis/Buttocks w/ + w/o Contrast	475.00
MRI Pelvis/Buttocks w/ Contrast	475.00
MRI Pelvis/Buttocks w/o Contrast	475.00
MRI Pituitary w/ + w/o Contrast	475.00
MRI Pituitary w/ Contrast	475.00
MRI Pituitary w/o Contrast	475.00
MRI Prostate w/+ w/o Contrast	475.00
MRI Prostate w/ Contrast	475.00
MRI Prostate w/o Contrast	475.00
MRI Shoulder w/ + w/o Contrast Left	475.00
MRI Shoulder w/ + w/o Contrast Right	475.00
MRI Shoulder w/ Contrast Left	475.00
MRI Shoulder w/ Contrast Right	475.00
MRI Shoulder w/o Contrast Left	475.00
MRI Shoulder w/o Contrast Right	475.00
MRI Sinuses w/ + w/o Contrast	475.00
MRI Sinuses w/ Contrast	475.00
MRI Sinuses w/o Contrast	475.00
MRI Spine Cervical w/ + w/o Contrast	475.00
MRI Spine Cervical w/ Contrast	475.00
MRI Spine Cervical w/o Contrast	475.00
MRI Spine Lumbar w/ + w/o Contrast	475.00
MRI Spine Lumbar w/ Contrast	475.00
MRI Spine Lumbar w/o Contrast	475.00
MRI Spine Sacrum/Coccyx w/ + w/o Con	475.00
MRI Spine Sacrum/Coccyx w/ Con	475.00
MRI Spine Sacrum/Coccyx w/o Con	475.00
MRI Spine Thoracic w/ + w/o Contrast	475.00
MRI Spine Thoracic w/ Contrast	475.00
MRI Spine Thoracic w/o Contrast	475.00
MRI Sternum w/ + w/o Contrast	475.00
MRI Sternum w/ Contrast	475.00
MRI Sternum w/o Contrast	475.00
MRI Tibia/Fibula w/ + w/o Contrast Left	475.00
MRI Tibia/Fibula w/ + w/o Contrast Right	475.00
MRI Tibia/Fibula w/ Contrast Left	475.00
MRI Tibia/Fibula w/ Contrast Right	475.00

MRI Tibia/Fibula w/o Contrast Left	475.00
MRI Tibia/Fibula w/o Contrast Right	475.00
MRI TM Joints w/ + w/o Contrast	475.00
MRI TM Joints w/ Contrast	475.00
MRI TM Joints w/o Contrast	475.00
MRI Wrist w/ + w/o Contrast Left	475.00
MRI Wrist w/ + w/o Contrast Right	475.00
MRI Wrist w/ Contrast Left	475.00
MRI Wrist w/ Contrast Right	475.00
MRI Wrist w/o Contrast Left	475.00
MRI Wrist w/o Contrast Right	475.00
MRA	90.00
MRV	90.00

The Cerner codes may be used by technologists at the RHA to protocol requisitions being sent to the Operator, and may be used by the Operator as a reference for protocoling exams at the Facility.

Final clinical decisions regarding protocoling and exam procedures will reside with the Operator radiologist, in consultation with the RHA staff for billing purposes.

Schedule "C" - Quality Assurance and Safety Expectations

Without limiting any other requirements of the Agreement, the Operator shall meet or exceed the following standards, policies, and guidelines:

1) ORGANIZATION

- a) The Facility must be accredited by the College of Physicians and Surgeons of Saskatchewan and must participate in the accreditation program on an ongoing basis. The licensee must comply with the standards of the accreditation program and provide the Services in accordance with the program.
- b) Conformance with *The Radiation Health & Safety Act, 1985* (Saskatchewan) and *Federal Safety Code 35*; in particular, a health facility license will be required for operation of specialized diagnostic equipment. For a complete list of the requirements that must be met for obtaining and maintaining a license, refer to *The Health Facilities Licensing Act* (Saskatchewan) and its regulations.

2) PERSONNEL

- a) As required with a Health Facility License, a Medical Director must be appointed who is a duly qualified medical practitioner with training and experience that is relevant to the insured services. The Medical Director must be responsible for the continuous supervision of the insured services performed in the facility.
- b) All radiologists reading the procedures must be licensed within the province of Saskatchewan.
- c) All physicians operating within the Facility must be approved by the Professional Governing Body and must comply with the standards established or amended from time to time.
- d) Job qualifications/descriptions, orientation/training, competency assessment, continuing education, and performance appraisals: the Operator's staff must meet specific standards under the license, that is, employees must be qualified to provide the insured services; a record of their qualifications must be kept at the health facility; there must be a sufficient number of employees to deliver the insured services; and they must be appropriately trained and proficient in the proper use of the equipment.
- e) Staff should be trained or certified in the following as appropriate to their duties:
 - i) CPR and/or ACLS certification of professional staff.
 - ii) Transfer Lift Repositioning (TLR).
 - iii) Workplace Hazardous Materials Information Sheets (WHMIS).
 - iv) Infection Control.

3) PROCESS AND WORKPLACE

- a) The Operator must have appropriate processes in place and maintain adequate records for:
 - i) Vendor/Operator qualifications.
 - ii) Purchasing agreements.
 - iii) Pharmacology and other supplies.
- b) The Operator must also maintain:

- i) Adequate/safe work environment.
- ii) Equipment validation and quality assurance.
- iii) Current and consistent procedure manuals.

4) RISK MANAGEMENT

- a) The Operator must have a Risk Management Plan with the following elements:
 - i) Client assessment (e.g. contrast risk).
 - ii) Response to Client reactions (e.g. contrast reaction).
 - iii) Error detection, internal/external occurrence reporting, and problem correction.

5) QUALITY ASSURANCE

- a) The Operator must have the following elements of a QA program:
 - i) Review of previous and current history including other relevant Client information such as laboratory results.
 - ii) Report turnaround time.
 - iii) Accuracy and quality audit of physician reporting.
 - iv) Planned systematic performance improvement.
 - v) Customer satisfaction surveys and audits.

6) DOCUMENTS & RECORDS

- a) The Operator must have procedures for:
 - i) Security of data transfer.
 - ii) Data/Image archive to RHA RIS/Provincial PACS.
 - iii) Accounting and billing of MRI services to RHA.
 - iv) Production of Client statistics for reporting purposes.
 - v) Workload units.
 - vi) Document revision/control and document/records management.

Schedule "C" - Appendix 1

Infection Prevention and Control Standards

Infection Prevention and Control Standards are evidenced-based practices and procedures that, when used consistently in health care facilities can prevent or reduce the risk of transmission of microorganisms to health care personnel and Clients.

IPC related indicators will be developed in consultation with the Operator within sixty (60) days from the Effective Date of this Agreement and will be subject to revision from time to time during the Term, at the RHA's sole discretion. The Operator shall provide RHA with a report on IPC related indicators from time to time upon request by the RHA and in any event, no less than 30 days after fiscal year end (i.e. March 31st).

The Facility is expected to have well designed facilities, properly trained personnel and an orderly pattern of workflow to minimize the risk of nosocomial infections. In addition, the Facility will have a Policy and Procedure manual that reflects current published standards of recognized organizations focused on Infection Prevention and Control in health care facilities. These policies and procedures will incorporate, but not be limited to, the following:

1. Routine practices which incorporate universal blood and body fluid precautions, such as described in the *Health Canada Infection Control Guideline: Routine Practices and Additional Precautions for Preventing the Transmission of Infection in Health Care 1999* (<http://www.hc-sc.gc.ca/hpb/lcdc>).
2. Management of significant exposure to blood and body fluids (e.g. needle stick injuries).
3. General infection prevention measures, including but not limited to aseptic techniques, hand washing techniques, dress code requirements, use of masks and other protective devices, environment factors such as air flow, laundry, and traffic control within the facility.
4. Handling of Adverse Events, including but not limited to: breaks in sterile technique, significant exposure to blood and body fluids, needle stick injuries, inadvertent use of improperly sterilized equipment, and related breaches of procedures and policies, including the process for recording and cataloguing these events.
5. Reprocessing information (cleaning, sterilization, disinfection) for all medical devices must be provided by the manufacturer for all medical devices, including manuals/directions for use, recommendations for cleaning and reprocessing of device, and personnel training materials for the cleaning and re-processing of the device.
6. Housekeeping and waste management in compliance with Regional and national standards for health care facilities.

Schedule "D" – Service Expectations and Operational Responsibilities

In as much as both parties have agreed to work in a collaborative way towards achieving the delivery of Services as defined in this Agreement, it is understood that each party has certain obligations to ensure the delivery of said Services. Without limiting the autonomy and independence of each party to this Agreement, and with regard to existing legal frameworks, shared learning and the acknowledgement of each party's complementary expertise; the following Service Expectations and Operational Responsibilities shall generally guide the parties. In order to establish mutual expectations and to maximize efficiency of Client service delivery, both parties will work collaboratively, and in a timely manner, and further agree to deliver and execute Service Expectations and Operational Responsibilities in good faith and to reach mutual and respectful decisions (notwithstanding Section 17 of this Agreement):

In anticipation of change, such as, but not limited to, business processes and technology, both parties acknowledge the need for a change request process (Schedule "F") and that from time-to-time business and management decisions will require discussion, both parties agree to review and revise Service Expectations and Operational Responsibilities through the life of the Agreement.

- I. In order to establish mutual expectations and to maximize efficiency of Client service delivery, both parties will work collaboratively, and in a timely manner, to develop and execute:
 1. Communication processes to handle matters that are not otherwise dealt with in the Agreement (see S.14.13(b)).
 2. A process whereby the Operator may access RHA sourced supplies (as per S.19.1).
 3. A process for screening requisitions and determining which ones will be sent to the Operator. The process will refer to the document "Wait Time Definition and Urgency Classifications with Wait Time Benchmarks" and any other RHA criteria. This collaborative process will serve to allow both parties to avoid a conflict of interest position (S.7.4); however, as screening and prioritizing requests from physicians for Clients is primarily a medical function, the Operator is expected to exercise due consideration in this process to the best interests of the Client and the appropriate use of RHA resources.
 4. A system to create and maintain a record of the receipt, review (screening) and referral (streaming) of requisitions to the Operator (including dates).
 5. Procedures for transfer of films to and from the Operator, including when films should be sent and returned, and a process for tracking. This will be necessary to identify where films are at any point in time and will be at no cost to the Operator.
 6. A process for managing orders for repeat or additional examinations which result following performance of Services, e.g., the Operator radiologist recommends that the Client be seen again in 6 months; the Operator radiologist recognizes the need for an additional exam(s) while Client is on-site.
 7. A process for managing referrals from Saskatchewan Workers' Compensation Board.

8. A plan for which Client and service statistics are required and how they may be obtained and reported (to comply with quality requirements (Schedule "C" and Section 8.3).
9. A Client concern resolution and incident reporting process (as per S.9.1).
10. A process for installation of software applications at the Operator Facility. This process:
 - a) will identify roles and responsibilities of each party; and
 - b) will identify information technology (IT) support processes and document related procedures; including, but not limited to: when to call HelpDesk, a Self-Help Trouble-Shooting Guide, and a problem escalation process.
11. A schedule for monthly meetings to review the quantity and mix of Clients referred to the Operator (in keeping with Schedule "B").
12. A schedule for regular meetings (at least annual) to review performance and a mechanism to establish an agenda for such meetings.
13. Any other process(es) that may arise when the RHA and the Operator develop the processes above.

II. Operator Responsibilities - The Operator:

1. Will name a communication contact as soon as possible, but prior to signing of the Agreement; and will name a Privacy Representative immediately upon execution of this Agreement.
2. Is responsible for scheduling all procedures and for all arrangements related to scheduling, Client preparation and care, and procedure wait list management.
3. Is responsible for ensuring equipment is compatible with, able to be connected to, and that all Client procedures and business processes are integrated with the RHA's systems.
4. Will provide evidence and data as required to meet performance measures for volumes, timeliness, quality and safety.
5. Will provide medical consultation to referring physicians, including recommending more appropriate or relevant diagnostic procedures, deferring, or cancelling requests for MRI as may be in the best interests of the Client (including informing and obtaining consent from Clients), and any appropriate or required clinical follow-up.
6. Is required to provide workstation and IT hardware according to specifications as mutually agreed to by the parties.
7. Will replace and/or upgrade hardware as mutually agreed to by the parties.
8. Will not add any hardware or software to Operator system and environment used to access RHA IT services without written permission from RHA IT.
9. Is responsible for the accuracy and quality of all personal health information entered into RHA applications and will be subject to RHA quality review which may require additional training for Operator staff.

III. RHA Responsibilities:

1. RHA will provide IT access and support for all current and future versions of software applications required for the Operator to provide the Services and meet expectations required in this Agreement and to allow the Operator to:
 - a) Schedule Clients into Cerner Scheduler which will allow booking of Client in the RHA scheduling system and to view from any site the Client activity and create an appointment.
 - b) Access the RHA Radiology Information System (RIS) to provide the Radiologist with the ability to review the Client clinical history and to provide the MRI modality access to a DICOM modality worklist service.
 - c) RHA will enable the electronic exchange of HL7 messages to facilitate the contribution of radiologist reports directly to the RHA RIS.
 - d) Access to the RHA RIS/Provincial PACS including:
 - i) Philips iSite Radiology - the working client that allows the Radiologist to view examinations - current and previous
 - ii) Philips iSite Enterprise - RHA has created a Local Image Archive and has over two years of information of previous digital examinations that would be needed for the Radiologist for comparing examinations. Philips iSite Enterprise will be made available to the Operator using interoperable methods where required in order for the Operator to contribute new MRI examinations to iSite and for the Operator to retrieve relevant prior examinations where necessary to support radiologist interpretations.
 - iii) Digital Dictation and Transcription as required.
 - iv) Allscripts - Sunrise Clinical Manager Viewer - to allow the Radiologist to view the patient RHA Electronic Medical Record (EMR) including lab results, history, and other information as may be available.
2. Consistent with training and support provided to RHA staff, the RHA shall provide training and support to the Operator staff to use software applications required to schedule, register, order procedures, record procedures, and any other process required to support delivery of patient care and business reporting; provided this service expectation and responsibility does not violate S. 13.4 of the Agreement.
3. RHA is not responsible for installation or operational costs of network connection of Operator site to RHA.
4. The RHA will collaborate with the Operator, to ensure the Operators policies, procedures, standards, protocols that are relevant to the Operator performance of Services, including those related to Clinical operations, Staff Security Screening, Protection of Patient Privacy and Freedom of Information meet RHA requirements.

5. The RHA will share with the Operator all patient education materials, client satisfaction surveys, incident reports and the incident reporting process that are relevant to the Operator's performance of Services. These materials may be "co-branded" with each party's name and/or logo provided consent has been given in writing by both parties, without violating s.13.7. From time to time, each party will review these materials/processes and, if necessary, make recommendations for change.
6. For the duration of the Term, the RHA will provide to the Operator all contrast, (e.g. Gadovist), necessary to cover the Services to be provided each month. The Operator will provide a record to the RHA of the contrast used on a form of spreadsheet per month. Such record will include any discarded Gadovist.

Schedule "E" – Personal Data Protection

1. **Definitions**

"**Agreement**" means the Agreement for the Provision of Facility Services Relating to Insured Magnetic Resonance Imaging (MRI) Services between the Operator and the RHA to which this Schedule is attached.

"**LAFOIPP**" means *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) as such legislation may be amended, supplemented or replaced from time to time, and includes all regulations promulgated pursuant to that legislation from time to time.

"**HIPA**" means *The Health Information Protection Act* (Saskatchewan) as such legislation may be amended, supplemented or replaced from time to time, and includes all regulation promulgated pursuant to that legislation from time to time.

"**PI**" means "personal health information" as that term is defined in HIPA and "personal information" as that term is defined in LAFOIPP.

2. **Compliance with Laws**

The Operator hereby agrees that in order to carry out its duties and obligations under the Agreement, the Operator may have access to PI and that at all times during the term of this Agreement, the Operator, in dealing with PI, will comply with the requirements of all applicable privacy laws including in particular (but without limitation) the requirements of HIPA and LAFOIPP (as applicable).

3. **Control of and Rights in PI**

Control of PI shall at all times remain with the RHA. The Operator acknowledges and agrees that nothing gives the Operator any right, title or interest in any PI.

4. **Access to and Use of PI**

The Operator may access and use PI on a need-to-know basis as expressly authorized by the RHA for the sole and express purpose of fulfilling its obligations under the Agreement. Any such access or use of PI by the Operator shall be to the minimum extent necessary for the Operator to fulfill its obligations under the Agreement. The Operator shall only use and disclose the PI for the purposes of providing the services to RHA pursuant to the Agreement.

5. **Return or Destruction of PI**

Upon the written request of the RHA at any time and for any reason whatsoever, the Operator will promptly return to the RHA all PI in the Operator's possession and will certify delivery to the RHA in writing.

Alternatively, if specifically instructed by the RHA in writing, the Operator shall at any time and for any reason securely dispose of any PI in the Operator's possession and provide RHA with a Certificate of Destruction that includes the following elements:

- (a) The company name;
- (b) A unique serialized transaction number;
- (c) The transfer of custody;
- (d) A reference to the terms and conditions;

- (e) The acceptance of fiduciary responsibility;
- (f) The date and time the information ceased to exist;
- (g) The location of the destruction;
- (h) The witness to the destruction;
- (i) The method of destruction;
- (j) A reference to compliance with the contract (if employing a secure destruction service provider); and
- (k) Signature.

If for any reason PI in the Operator's possession pursuant to the Agreement is not returned to the RHA or disposed of, as applicable, the Operator's obligations under this Schedule will continue in force notwithstanding any termination or expiration of the Agreement.

6. Disclosure to Third Parties

Except as specifically permitted by the Agreement (including, without limitation, pursuant to section 7 of this Schedule below), the Operator shall not disclose (and will not allow any of its employees, agents or representatives to disclose) in any manner whatsoever any PI to any third party without the prior written consent of the RHA and the Operator hereby acknowledges that such consent will only be provided if: (a) such disclosure is required in order for the Operator to perform its service obligations pursuant to the Agreement; (b) such disclosure is permitted under HIPA, LAFOIPP or other applicable laws; (c) the third party agrees, in writing, to protect the confidentiality and security of the PI to at least the extent provided by this Schedule; and (d) the RHA is otherwise satisfied, in its discretion, with the status, quality and reputation of the third party.

If the Operator becomes legally compelled to disclose any of the PI, the Operator will, to the extent permitted by law, provide the RHA with prompt written notice thereof prior to disclosure.

7. Employees of the Operator Bound

The Operator and the RHA hereby further acknowledge and agree that, in order for the Operator to fulfill its service obligations under the Agreement, the Operator shall be permitted to grant its employees access to PI. The Operator hereby agrees that:

- (a) it will only make PI available to its employees to the minimum extent necessary for the purpose of fulfilling the Operator's obligations under the Agreement; and
- (b) it will cause, or has caused, each of its employees providing services on behalf of the Operator under the Agreement to agree, in writing, to protect the confidentiality and security of the PI to at least the extent provided by this Schedule; and
- (c) it will properly advise and train each of its employees providing services under the Agreement of the requirements of the Operator under this Schedule and HIPA and LAFOIPP. The Operator specifically assumes all responsibility for its employees for the breach by any of them of any provisions of this Schedule or such laws.

8. Audit

The Operator will provide (a) the RHA's internal auditor; and/or (b) a nationally recognized Canadian audit firm appointed by the RHA, upon fifteen (15) days prior written notice, with

reasonable access to relevant books, records and facilities related to the Agreement in order to conduct appropriate audits, examinations and inspections to ensure the Operator's compliance with this Schedule.

Except as otherwise provided below, such audits, examinations and inspections will be conducted at the RHA's expense and may be conducted periodically during the term of the Agreement.

The Operator will provide access to information and facilities reasonably required by the RHA's auditors to perform such audits.

Operator agrees to respond in writing to any observations made by any audit within ninety (90) days of receipt of such observations. If any audit or inspection by the RHA or its representative reveals that the Operator is non-compliant with this Schedule, the Operator shall promptly bring itself into compliance. In addition, if the Operator is found to be materially non-compliant with this Schedule, the Operator shall pay the reasonable costs associated with the audit. Further, in such case, RHA shall be entitled to conduct such further audits as are reasonably necessary to ensure that the Operator has, in fact, brought itself into compliance.

9. Remedies

The Operator agrees that, in addition to any other rights or remedies the RHA may have for breach of this Schedule, the RHA has the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining a threatened or actual material breach of this Schedule by the Operator.

10. No Withholding

The Operator shall not be entitled to, and hereby waives forever any and all right to withhold any PI from the RHA to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between the RHA and the Operator.

11. Location of the PI

The Operator may possess and maintain the PI only at the RHA's facilities in the Province of Saskatchewan.

The PI may not be possessed, stored or maintained at any other location without the prior written consent of the RHA. In the event that RHA consents in writing to the storage of the PI at an off-site location, the Operator shall conduct an inventory of the PI prior to the PI being moved and then once again following the relocation of the PI to the off-site location as well as follow any instructions or policies of RHA.

Notwithstanding the foregoing, the RHA acknowledges that the Operator may elect to store all or any part of the PI at the primary administration office or records management facility of Radiology Consultants Associated, which office and/or facility may be located in the City of Calgary or elsewhere in the Province of Alberta.

At the written request of RHA, the Operator shall provide RHA with prompt assistance with the retrieval of PI (for example, to assist with access requests).

12. Security and Segregation of PI

The Operator shall have in place reasonable policies, procedures and safeguards to protect the confidentiality and security of the PI. The Operator shall ensure the physical security of the PI by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal. Such security arrangements shall include, without limitation,

reasonable technical, physical and administrative safeguards. Without limiting the generality of the foregoing, the Operator shall take reasonable steps to ensure that all PI is securely segregated from any information owned by the Operator or third parties, including access barriers, physical segregation and password authorization.

13. Compliance with Access Requests

The Operator acknowledges that a patient's/client's right of access to his/her PI continues until such time as the PI has been destroyed in accordance with a retention and disposition schedule. If the Operator receives a request for access to any PI from any person (other than RHA), the Operator shall promptly advise the applicant to make the request to RHA and, if RHA has advised the Operator of the name or title and contact information of a specific official of RHA to whom such requests are to be made, the Operator shall also promptly provide that official's name or title and contact information to the applicant.

14. Breach of Privacy

(a) The Operator must have in place, privacy breach management protocols that have been approved by the RHA.

(b) If the Operator is found to have breached any term or condition contained in this Agreement and/or more specifically failed to conduct their operation in alignment with applicable privacy legislation, the Operator shall immediately notify the RHA in writing, and the Operator shall immediately take steps to remedy the breach.

(c) If the Operator has breached this Agreement as described in section 14.(b), the RHA may by notice in writing to the Operator, require the Operator to remedy the breach within a specified period of time, but in no event less than thirty (30) days.

(d) Notwithstanding section 14.(c) if the Operator does not remedy the breach to the satisfaction of the RHA within the time prescribed in such written notice, the RHA may, by notice in writing, terminate this Agreement.

(e) All of the confidentiality, protection and security provisions in this Agreement survive the termination of the Agreement.

15. Assistance with Complaints/Investigations

The Operator shall co-operate with, and assist in, any investigation of a complaint that any PI has been collected, used or disclosed contrary to HIPA, LAFOIPP or other applicable laws, whether such investigation is conducted by RHA itself or a body having the legal authority to conduct the investigation. For greater certainty, the foregoing shall apply in respect of any formal or informal review or investigation conducted by the Office of the Information and Privacy Commissioner of Saskatchewan.

16. Privacy Representative

Immediately upon execution of the Agreement, the Operator will appoint a representative to be responsible for the Operator's compliance with this Schedule (the "**Privacy Representative**"). The Operator will promptly provide the RHA with the name of its Privacy Representative and notify the RHA in a timely manner of any change of its Privacy Representative.

17. Stakeholders

The only stakeholder involved in the management of the PI is the RHA. Unless instructed otherwise in writing by the RHA, all directions regarding the management of the PI must be given by an authorized employee, agent or representative of the RHA.

18. De-Identification of PI

Following any written instruction by the RHA, the Operator shall strip, encode or transform PI to create non-identifying information. All de-identification shall be done in accordance with the RHA's instructions and policies.

19. Privacy Impact Assessments

The Operator shall cooperate and assist the RHA with conducting privacy impact assessments for new systems, practices and data matching proposals relating to the PI.

Schedule "F" - Request for Change

Date	insert the date of the Request for Change
To	name of party to whom the Request for Change is directed
Section	insert section of Agreement proposed to be amended
Particulars of Change	set out particulars of the proposed change
Rationale	set out rationale and reasons for the proposed change
Submitted By	name of party making the Request for Change and signature of authorized signing officer(s)