THIS AGREEMENT is made effective this 1st day of April, 2010.

BETWEEN:

COVENANT HEALTH

OF THE FIRST PART

-and-

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(hereinafter referred to as the "SCHOOL")

OF THE SECOND PART

WHEREAS the SCHOOL wishes to utilize the facilities of COVENANT HEALTH for the practical education of students enrolled in its program ("Program"), as set forth in Schedule A;

AND WHEREAS COVENANT HEALTH provides health services and is willing to provide opportunities in those facilities to the SCHOOL for the practical education of agreed upon numbers of students in its Program;

NOW THEREFORE this Agreement witnesses that in consideration of the promises and the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Article 1 - Term

1.01 The term of this Agreement shall be from April 1, 2010 and continue until terminated as provided for in this Agreement.

1.02 The SCHOOL and COVENANT HEALTH shall each have the right to terminate this Agreement at any time by providing (thirty) 30 days prior written notice of such termination to the other, provided that such notice shall not take effect until any students who have commenced the practicum, prior to receipt of such notice, have completed the practicum.

Article 2 - Condition Precedent

2.01 The obligations of each of COVENANT HEALTH and the SCHOOL under this Agreement in relation to any students proposed to obtain practical education is subject in each case, to COVENANT HEALTH and the SCHOOL agreeing in writing (letter agreement in most cases) on the:

(a) objectives of the practical experience;

(b) term of each training period;
(c) days and times on which students will attend COVENANT HEALTH;

(d) COVENANT HEALTH clinical areas to be used by the students;

(e) form of supervision and number of preceptors required;

(f) format and frequency of student evaluation;

(g) number of students to attend at COVENANT HEALTH, notwithstanding that COVENANT HEALTH can, in its sole discretion, limit the number of students;

(h) a list of competencies or skill areas and didactic courses covered by the students prior to entering the clinical practicum;

(i) the payment of any applicable fees; and

(j) such other matters as the parties may deem necessary to implement the intent of this Agreement.

2.02 Collectively Section 2.01 shall be referred to as the "Practicum". This Agreement, together with the specific letter agreement shall constitute the contract between the parties related to the Practicum and the students in the Practicum. Where the specific letter agreement and this Agreement are not consistent then this Agreement shall prevail.

Article 3 - Planning

3.01 Without limiting COVENANT HEALTH' rights otherwise obtained in this Agreement, COVENANT HEALTH shall have the right to stipulate those programs and areas of COVENANT HEALTH facilities which may be used by students from time to time and the time during which those programs and areas so designated may be used. In planning for the practical education of students with COVENANT HEALTH, each party will consult with the other and have regard to the reasonable needs of the other, however the SCHOOL acknowledges that the delivery of health care services is COVENANT HEALTH' primary and overriding concern and that nothing in this Agreement shall be construed as limiting its abilities to devote its resources to that principal objective. The SCHOOL also acknowledges that COVENANT HEALTH' programs and facilities will be similarly used for the education of students of other institutions and that the SCHOOL is not by this Agreement acquiring any specific or exclusive right to use the program or facilities for the education of the students.
3.02 The SCHOOL will use reasonable efforts to ensure that its employees, agents, and students abide by the COVENANT HEALTH mission, vision, values, policies and procedures.

3.03 The SCHOOL shall use reasonable efforts to ensure that the students shall access COVENANT HEALTH programs and make use of only those areas designated only during the times designated, all in accordance with Section 3.01.

3.04 The SCHOOL shall ensure that no more than the number of students established by Section 2.01 are obtaining their practical education with COVENANT HEALTH at any time for the purposes of the program.

3.05 Subject to availability (as determined by COVENANT HEALTH), during the term of this Agreement, the students may, upon request to COVENANT HEALTH:

(a) use conference room space at COVENANT HEALTH;

(b) purchase food in COVENANT HEALTH cafeterias;

(c) use COVENANT HEALTH change room/locker space;

(d) use instructional material and equipment belonging to COVENANT HEALTH;

(e) purchase parking in designated parking areas; and

(f) use other facilities in COVENANT HEALTH;

all in accordance with the policies, rules and procedures established from time to time by COVENANT HEALTH. The availability and utilization of such resources may vary over time and throughout the various facilities.

3.06 Notwithstanding anything to the contrary in the Agreement, COVENANT HEALTH shall have the right at all times and in its sole discretion to not allow any of the students access to COVENANT HEALTH programs and facilities for the purposes of the agreed program. Once COVENANT HEALTH has refused access to any of the students in accordance with this clause, students shall not return to COVENANT HEALTH program or facilities for the purposes of the Program without the express prior written consent of COVENANT HEALTH. Where appropriate, COVENANT HEALTH will work with the SCHOOL to reduce the impact of students.
Article 4 - SCHOOL Responsibilities

4.01 During the term of this Agreement, the SCHOOL shall:

(a) designate a representative to be in regular contact by telephone, fax or email throughout each Program with COVENANT HEALTH' designates;

(b) ensure that its teaching staff is familiarized with the Program, facilities, and practices, and COVENANT HEALTH mission, vision, values, policies and procedures prior to the commencement of each Program;

(c) coordinate with COVENANT HEALTH staff relative to the orientation of its teaching staff in regard to items specified in Section 4.1 (b);

(d) be responsible for explaining and interpreting the Program to staff;

(e) take all precautions necessary or expedient to ensure that the students are in good health including having all the immunization and testing required by COVENANT HEALTH at all times while doing their practical education and in compliance with all health-related COVENANT HEALTH policies affecting direct care givers and, if requested, provide a copy of such documentation to COVENANT HEALTH;

(f) take all precautions necessary or expedient to ensure that the students have the necessary training and preparation to prevent their having any harmful effects on patients assigned to or in the student's care;

(g) enable COVENANT HEALTH to participate in the evaluation of the Program and in the evaluation of the student's progress;

(h) acknowledge and respect patients and clients who choose not to participate in a Program;

(i) provide to COVENANT HEALTH evidence of a criminal record check, including vulnerable persons sector, prior to their first clinical placement in the Program occurring. Failing that, a current criminal record check must be provided to COVENANT HEALTH;

(j) Use reasonable efforts to ensure its students and teaching staff interact with patients selected in consultation with COVENANT HEALTH in such a manner that would result in the least amount of interruption of the care of such patients;

(k) require each student to sign a document attesting to their personal agreement to maintain confidentiality of information and, if requested, provide a copy to COVENANT HEALTH;
(l) report any accident, incident or unusual occurrence involving patients, or students and the School staff within or on the premises of COVENANT HEALTH to an appropriate member of the Administration as designated by COVENANT HEALTH, provided, however, that all reports are in turn completed by COVENANT HEALTH staff according to Covenant Health Incident Reporting or Occupational Health and Safety Reporting, policies and requirements; and

(m) where applicable, provide teaching staff in order to participate in clinical teaching, supervision and evaluation of students and to obtain the consent of COVENANT HEALTH, in writing, if any direct patient care will be conducted by its teaching staff.

4.02 During the term of this Agreement the SCHOOL, their employees, agents and contractors and the students shall abide by all applicable laws and the by-laws, mission, vision, values, policies, rules and regulations applicable to COVENANT HEALTH and the staff working therein.

4.03 Without limiting the generality of Section 4.02 and excepting to the extent disclosure is required by law, the SCHOOL shall keep confidential, and shall ensure that reasonable efforts are employed to require students to keep confidential, both all patient related information and all information related to the business, operations and personnel of COVENANT HEALTH which it or its students or staff acquire during any Practicum.

4.04 During the term of this Agreement, the SCHOOL shall be solely responsible for the education, training, and supervision of the students unless otherwise agreed in writing by COVENANT HEALTH; where and to the extent COVENANT HEALTH agrees in writing, COVENANT HEALTH will provide supervision of the students learning experience and evaluation.

Article 5 - COVENANT HEALTH Responsibilities

5.01 During the term of this Agreement COVENANT HEALTH shall:

(a) where appropriate and to the extent permitted by all applicable laws, including the Health Information Act, and the by-laws, policies, rules and regulations of COVENANT HEALTH (including the right of patients to confidentiality) and to the extent reasonably necessary to achieve the objectives of a Program, provide students with information regarding patients;

(b) where appropriate, through its designates, participate in clinical teaching and supervision and evaluation of students in the Practicum;

(c) make information regarding the Practicum available to staff;
(d) be entitled to temporarily suspend a student from the Practicum for inappropriate behaviour. In the event of termination of a student from the Practicum, COVENANT HEALTH shall inform the SCHOOL in advance, if possible, outlining the reasons for termination; and

(e) designate a representative to meet as needed throughout each program with the SCHOOL designates.

5.02 As requested by the SCHOOL and its employees, COVENANT HEALTH staff will provide advice in respect of the Program to the SCHOOL's representatives.

Article 6 - Insurance

6.01 COVENANT HEALTH and the SCHOOL shall each maintain comprehensive general liability insurance, inclusive of malpractice coverage, for the purposes of this Agreement and each of COVENANT HEALTH and the SCHOOL shall provide proof of insurance coverage upon the request of the other party. COVENANT HEALTH shall be at liberty from time to time to require that the SCHOOL provide additional coverage upon such terms and in such amounts as may appear necessary or prudent at such time.

6.02 The SCHOOL shall be responsible for Workers' Compensation for the SCHOOL's employees, agents or students.

Article 7 - Indemnification

7.01 The SCHOOL agrees to indemnify and save harmless COVENANT HEALTH, its directors, officers, employees and agents from any and all third party claims, demands, or actions that may arise out of the negligent acts or omissions of the SCHOOL, or the SCHOOL's employees, agents or students in their performance of this Agreement, unless such negligent acts or omissions are at the direction of or occasioned by COVENANT HEALTH, its directors, officers, employees or agents.

7.02 COVENANT HEALTH agrees to indemnify and save harmless the SCHOOL, its directors, officers, employees, agents or students from any and all third party claims, demands, or actions that may arise out of the negligent acts or omission of COVENANT HEALTH, or COVENANT HEALTH' employees or agents in their performance of this Agreement, unless such negligent acts or omissions are at the direction of or occasioned by the SCHOOL, its directors, officers, employees, agents or students.

7.03 COVENANT HEALTH and the SCHOOL will not require a student to perform any task unless such task might reasonably be expected to be within the scope of the training and ability of an average student at the same stage in the student's training.
Article 8 – Freedom of Information and Protection of Privacy Act and Health Information Act ("Public Access/Privacy Legislation")

8.01 The SCHOOL acknowledges that all information in the records that is collected, created or maintained in performing the services under this Agreement may be accessed by COVENANT HEALTH. The SCHOOL acknowledges that COVENANT HEALTH has obligations regarding such records under Public Access/Privacy Legislation, which may include disclosing such records to other parties.

8.02 The SCHOOL is authorized to provide access to records of services performed under this Agreement to the individual/client concerned or the individual’s/client’s authorized representative, when following the requirements of Public Access/Privacy Legislation.

8.03 If the SCHOOL receives a request for access to records which does not fall under Article 8.02 above, the SCHOOL shall only disclose such records when:

(a) a legal instrument such as a court order or warrant is presented,

(b) the disclosure is required or authorized under an enactment of Alberta or Canada, or

(c) COVENANT HEALTH has consented in writing to the disclosure.

8.04 In performing the services under this Agreement, the SCHOOL shall not collect or use any personal information unless such collection is:

(a) required to perform the services under this Agreement, including data collection for statistical purposes,

(b) authorized by an enactment of Alberta or Canada, or

(c) authorized in writing by COVENANT HEALTH.

8.05 In performing the services under this Agreement, the SCHOOL will comply with the following related to the collection and use of patient/client related health information:

(a) collect and utilize health information in a manner consistent with Public Access/Privacy Legislation;

(b) to provide to COVENANT HEALTH copies of those policies and procedures, and any privacy impact assessments established by the SCHOOL in compliance with Public Access/Privacy Legislation.

8.06 Without restricting any requirements at law or established by a Professional Governing Body, the SCHOOL will protect information in its custody by making reasonable security arrangements consistent with professional standards against
risks such as unauthorized access, collection, use, disclosure or disposal of personal information. Without limiting the foregoing the SCHOOL will ensure that any client related information which is disposed of is shredded and dealt with in a manner, reasonably designed to keep such information confidential.

8.07 The SCHOOL will use personal information collected for COVENANT HEALTH only for the purposes disclosed to the SCHOOL or otherwise permitted under the Public Access/Privacy Legislation.

8.08 The parties acknowledge that this Agreement may be made public by either party with the written approval of the other.

Article 9 - Notice and Communication

9.01 The parties agree that all notices pursuant to this Agreement shall be in writing and shall be served personally or by facsimile or mailed by registered mail, postage prepaid return receipt requested, addressed as follows.

To: Covenant Health  
11111 Jasper Avenue  
Edmonton, Alberta T5K 0L4

Attention: Rosa Rudelich, Vice President and Chief Financial Officer  
Fax No.: (780) 342-8093

To: University of Alberta  
Dr. Jane Drummond  
Vice-Provost (Health Sciences Council)  
300 Campus Tower, 8625 – 112 Street  
Edmonton, Alberta T6G 1K8

Fax No.: (780) 492-2874

Either party may amend its address by providing the other party with prior written notice of such change in accordance with the terms of this Article. Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed shall be deemed to have been received 5 (five) business days after the mailing. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent, then the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

Article 10 - General

10.01 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, administrators and assigns.
10.02 The Agreement may not be assigned by the SCHOOL without the prior written approval of COVENANT HEALTH.

10.03 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the courts in the Province of Alberta.

10.04 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, then the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

10.05 Each party hereto acknowledges that it has not relied upon any of the other parties hereto for any advice, whether legal or otherwise, with respect to this Agreement.

10.06 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.

10.07 If there are any conflicts between the documents forming part of the Agreement, the documents will govern in the following order: the body of the Agreement shall govern over all attachments.

10.08 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.

10.09 The duties and obligations imposed by the Agreement and the rights and remedies available under the Agreement shall be in addition to, and shall not operate in limitation or, any duties, obligations, rights and remedies otherwise imposed or available at law unless expressly so stated.

10.10 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.

10.11 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.

10.12 Amendments to the Agreement shall require the agreement of all parties and shall be in writing.
10.13 Time is of the essence.

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

10.15 Any word herein contained importing the singular number shall include the plural and vice versa and any word importing the masculine gender shall include the feminine gender and vice versa wherever the context so requires.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the day of the year first above written.

Covenant Health

PER: 
Rosa Rudelich
Vice President and Chief Financial Officer

The Governors of the University of Alberta

PER: 
Dr. Jane Drummond
Vice Provost (Health Sciences Council)
Schedule “A”
Programs

Applicable health programs in the following Faculties are:

- Agricultural, Life and Environmental Sciences
- Augustana
- Education
- Graduate Studies and Research
- Medicine and Dentistry
- Nursing
- Pharmacy and Pharmaceutical Sciences
- Physical Education and Recreation
- Rehabilitation Medicine
- School of Public Health
- Science