

Final Report					
<b>Project Number:</b>	PEIF #13				
<b>Project Title:</b>	Modernization of Academic Affiliation Agreements				
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<b>Organization:</b>	Provincial Health Service Authority				
<b>Project Dates:</b>	<b>Start:</b>	December 2005	<b>Finish:</b>	March 15, 2007	
<b>Project Overview:</b>	<p>Practice education partners from health and education sectors reviewed 'best practices' in academic affiliation agreement content and management and developed new resources and tools to enable strong and cooperative relationships between health authorities and education institutions.</p> <p>Specifically, the project developed a new Affiliation Agreement Template, a document titled <i>Managing Practice Education</i> that introduces users to the agreements and provides practical information about roles and responsibilities of each organization involved in practice education, and an on-line Affiliation Agreement Tracker Module to track affiliation agreement adoption and status in participating organizations.</p> <p>Development of these resources and tools was informed by subject matter experts in education administration, contract management, risk management and law. Recommendations were made for follow-up action to continue progress on improved management of affiliation agreements.</p>				



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## **Acknowledgements**

### **Practice Education Collaborative of BC Steering Committee (PECbc)**

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Candy Garossino, Nurse Specialist, Team Development & Education, PHC  
Mardi Lowe-Heistad, Director, Professional Practice & Integration: Allied Health, FHA  
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Monica Adamack, Leader – Clinical Professional Education, IHA, *co-chair*  
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Monica Lust, Executive Director, BC Career Colleges Association  
Theresa Roberts, HSPnet Director  
Gerianne Clare, Practice Placement Coordinator -- School of Nursing, TRU Rep (to June 2006)

### **Affiliation Agreement Working Group (AAWG)**

Carol Wilson, Regional Advisor -- Employee Learning & Development, VCH  
Mardi Lowe-Heistad, Director -- Professional Practice & Integration: Allied Health, FHA  
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### **Project Team Members**

Stuart MacLeod, Executive Sponsor, PHSA

Grace Mickelson, Project Lead, PHSA

Val Embree, Project Manager/Consultant

Janet Newberry, Project Consultant

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Sarah Titcomb, Administrative Coordinator, PHSA (from July 2006)

## Introduction

This project was the second in a two-part initiative to renew the practice education infrastructure in British Columbia. The first project (PEIF #7) developed the following:

- standardized practice education guidelines and tools to support student placements in health authorities
- regional stakeholder working groups to provide leadership and coordinated planning for practice education
- web-enabled access to practice education guidelines and tools via HSPnet

Similar to the above project, this second project, *Modernization of Academic Affiliation Agreements*, addressed recommendations from the provincial Student Placement Summit held in 2004. The Summit called for “development of a common affiliation agreement, covering all schools and programs that meet the required standards and quality assurance processes” and advised that the first step should be to review current agreements and propose a rational approach. In addition, it was recommended that HSPnet technology should be maximized to track data and achieve administrative efficiencies (see BCAHC report Health Profession Student Practice Education: Post Summit Action Plan for Student Placements, January 2005: available at [www.bcahc.ca](http://www.bcahc.ca)).

Affiliation agreements are contracts that define the roles and responsibilities of both health authorities and education institutions in providing practice education, and address risks in the relationship for both organizations, their staff, patients, faculty and students. Strong and cooperative relationships between health authorities and post-secondary education institutions are the foundation for quality student practice education, and affiliation agreements are the cornerstone.

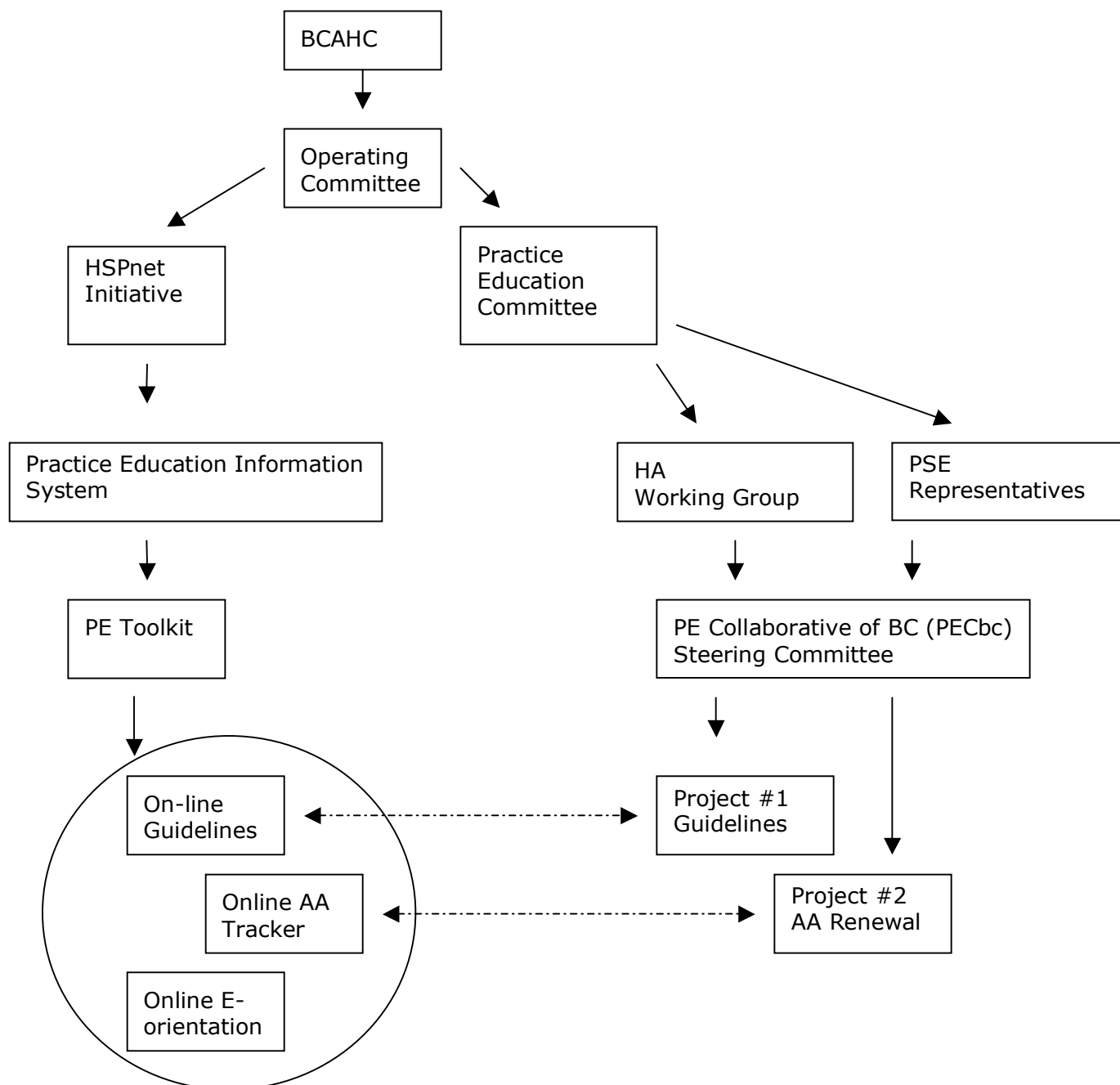
The Practice Education Collaborative of BC (PECbc) led a project to review ‘best practices’ related to content and management of affiliation agreements. The findings were then used to inform the development of resources and tools to support health authorities and education institutions in active management of their relationships as defined by the agreements.

PECbc is a steering committee dedicated to the Affiliation Agreement Modernization Project and the Practice Education Guidelines Project referred to above. PECbc was created by the Health Authorities Working Group of the Practice Education Committee of BC Academic Health Council. (See Fig. 1)

Membership of PECbc consists of representatives from

- all six BC health authorities
- a sample of BC post-secondary institutions -- representatives were selected to provide diverse representation – large and small, Lower Mainland and rural
- HSPnet, the BCAHC practice education information system used in BC and five other Canadian provinces.

**(Figure 1) Organizational Relationships – PECbc Partners & Linkages**



BCAHC – BC Academic Health Council  
 HA – Health Authorities  
 PSE – Post Secondary Education  
 PE – Practice Education  
 AA – Affiliation Agreements

An Affiliation Agreement Modernization Project Working Group (AAWG) was established, drawing on contract management expertise in the participating organizations and BC Ministry of Finance risk management representatives for the University Colleges Institutes Protection Program (UCIPP) and Health Care Protection Program (HCPP). Legal counsel from two health authorities collaborated in bringing the draft template content developed by the Project into an appropriate legal document template.

PECbc was supported by an expert education consultant and two part-time project team members funded through the PEIF grant.

## Objectives / Deliverables

The deliverables from the Affiliation Agreement Modernization Project provide health authorities and education institutions with

- an agreement template
- an overview document, *Managing Practice Education*, that provides practical information for educators, managers, and placement coordinators on:
  - roles and responsibilities of both health authorities and education institutions involved in the agreement
  - how to actively manage affiliation agreements and optimize the inter-organizational relationships defined by them

In addition, the project coordinated with HSPnet, the practice education information management system developed in BC through BC Academic Health Council. The resulting deliverables are:

- an on-line 'Affiliation Agreement Tracker' module to introduce users to the agreements and their management, and to track AA adoption and status in participating organizations
- access to the practice education overview document as a provincial reference document, available on HSPnet's public web site.

As part of project completion and within the project budget, two tasks are underway and will be completed by April 30, 2007:

1. **An impartial legal review of the affiliation agreement template** is underway. The purposes are to:

- obtain a whole system perspective and recommendations on affiliation agreements
- expedite review and adoption of the template by representatives of the UCIPP & HCCP programs

A qualified academic reviewer has been identified through the UBC Faculty of Law and the work is underway. The target date for completion is April 16, 2007.

**2. A second affiliation agreement template draft for 'one of' situations** – this is a frequently occurring arrangement which requires significant time and attention of scarce health authority practice education staff. It occurs with single student placements from out-of-province education institutions, or when a student is seeking a placement but is affiliated with an education institution which does not provide insurance or liability coverage in relation to the placement.

The AA Project Team and selected Working Group members have agreed to meet and work towards a 'one of' AA template, drawing on the project template and related work already done by participating organizations. Any resulting 'one of' template will be tabled with BCAHC's Practice Education Committee, for review and use by interested organizations.

Target completion date: April 30, 2007.

## **Key Lessons from the Project Processes and Outcomes**

Finding – weak infrastructure for affiliation agreement management

As a result of the multi-jurisdictional review of current practices related to affiliation agreements by the project expert consultant, Janet Newberry, and dialogue by PECbc members and the broader Working Group, the current relatively weak infrastructure for affiliation agreement management was confirmed. Specifically:

- affiliation agreements are not actively managed in many settings in BC. Staff report significant time and attention to the small proportion of students negotiating placements from out of province institutions, or 'one of' agreements.
- health authority/education institution relationships reflect historical practices and may have numerous local variations rather than reflecting up to date agreement on priorities, roles and responsibilities. Existing affiliation agreements largely reflect templates developed more than 10 years ago.
- specific issues related to student compliance with specific health authority policies and procedures (e.g. privacy and confidentiality, selected health and safety issues) are widely 'under-managed'. These issues have come into clearer focus as a result of the Affiliation Agreement Modernization Project and will require specific commitment to address systematically.

Project outcomes:

As a result of the deliberations of the Working Group and the identification of 'best practices' in affiliation agreement purpose and content by the expert consultant, the following project deliverables are in place:

- An affiliation agreement template has been drafted which reflects a joint commitment to work together to support the learning experiences of students enrolled in educational programs by providing access to supervised learning experiences in health authority facilities and programs.
- The template identifies specific roles and responsibilities for each organization in practice education.

- A 'plain language' overview titled *Managing Practice Education*, provides an easily understood resource for understanding academic affiliation agreements, policy guidelines for practice education, effective practice education management, and HSPnet, the 'made in BC' online student placement system with new practice education resources. The overview describes the roles and responsibilities of the health authority and the education institution and their staff involved in practice education. (to be available on HSPnet web site by March 31, 2007).
- Recommended management processes are described to assist health authorities in clarifying and strengthening affiliation agreement management and the organization's practice education role. The processes are written from the perspective of health authorities, with the expectation that they would mesh with parallel processes used by education institutions. The processes are described at a conceptual level, so they could be adapted by the different health authorities within their different organizational structures.
- An HSPnet 'Affiliation Agreement Tracker' module has been developed as part of a 'Practice Education Content Management Services toolkit' (for agreement tracking, practice education guidelines management, and e-orientation) to support dissemination of the new template, enable a sharing of information on the evolution of affiliation agreement content over time, and identify which organizations have agreements in place. This will allow sustained collaboration across health and education sectors, and across professions, via continued information sharing on affiliation agreement related activities, processes and progress.
- The project has highlighted the need for and capability of HSPnet to support an e-registration process for student participation agreements addressing specific risk management issues. Recommendations for next steps for implementation of this key tool are being taken forward to BCAHC via the Practice Education Committee.

## Conclusions

PECbc has provided a very useful inter-sectoral and inter-professional provincial table to review the health authority/education institution relationship, roles and responsibilities as reflected in affiliation agreements. Members demonstrated a shared commitment to renewal of the relationship through updating the affiliation agreement template and providing supporting guidelines and description of potential management processes.

The project deliverables provide a useful basis for affiliation agreement renewal between health authorities and post-secondary education organizations in BC.

As a result of the project, PECbc has identified that organizational supports in both sectors are frequently insufficient at present to ensure that all students are in compliance with key health authority policies and procedures e.g. privacy and confidentiality, health and safety. Further development of the HSPnet PE Toolkit modules (e-Orientation, e-Guidelines, Affiliation Agreement Tracker) is planned to enable a secure, on-line mechanism for student e-registration which will effectively address compliance with key policies and procedures.

## Recommendations

PECbc recommends the following actions as a result of this project completion:

- i. BCAHC and participating health and post-secondary education organizations use the document *Managing Practice Education* to communicate updated information on affiliation agreements and practice education tools and resources
  - To health authority practice education leaders in all professions and programs, risk managers, contract managers
  - To post-secondary education institution leaders in all health and social service professions and programs, risk managers, contract managers.
- ii. Ministry of Finance UCIPP & HCPP representatives take the affiliation agreement template to appropriate committees in the Ministry of Finance to be adopted as the provincial template for UCIPP and HCPP. This should take place following completion of the impartial legal review and subsequent modification of the template, as appropriate.  
Target completion date: October 31, 2007.
- iii. Report on outcomes of the AA Modernization Project to June 2007 provincial workshop (related to PHSA PEIF Round #2 Project) and November 2007 International PE Conference in Vancouver.
- iv. The PEIF PE Guidelines Project complete its planned deliverable of HSPnet capability for student e-registration to address compliance with HA policies and procedures, as referenced in the AA template.
- v. PEIF work with all BC health and post secondary education organizations to expedite implementation and use of the HSPnet student placement system and new practice education resources province-wide, as a way to cost-effectively address improving PE management.
- vi. Provide the Practice Education Committee of BCAHC and its Health Authority Working Group with dedicated resources to undertake in 2008/09 an assessment of the status of affiliation agreement template uptake.

## Future Plans

The Health Authority Working Group of BCAHC's PE Committee will monitor progress on recommendations i. through vi. above and report to the PE Committee on the status of recommended initiatives and any other emerging opportunities to strengthen PE through improved affiliation agreement content or management.

## References

RESOURCES CONSULTED – Janet Newberry, expert consultant

### British Columbia

BC Academic Health Council

- Practice Education Collaborative of BC – representatives of all 6 health authorities and representative post secondary institutions – UBC, BCIT, Thompson Rivers University, UNBC, North Island College, BC Career Colleges Ass'n
  - Practice Education Guidelines Project
  - Affiliation Agreement Working Group – additional HA & PSE representatives, including contract management, legal staff review

BC Ministry of Finance, Risk Management Branch

- correspondence – HCPP / UCIPP Risk Management staff Feb and Apr 2006
- Templates for UCIPP education institutions and non-UCIPP education institutions

Health Authorities

- Fraser Health:
  - *Education Institution Affiliation Agreement and Student Practicum Agreement* undated drafts received Feb 2006
  - *Education and Research in the Fraser Health Authority*, May 2005
- Interior Health:
  - New clause added for risk management, non-UCIPP template for governing laws and arbitration
- Provincial Health Services Authority:
  - current C&W template for affiliation agreements
  - *Joint Appointment Proposal*, June 2002 draft prepared by C&W and BCIT staff
  - Affiliation agreement with UVic, Dec 2002
  - *Student and Resident Education at Children's & Women's Health Centre of BC: Planning for Increased Numbers*, Jan 2004
  - *Status Update on PHSA Education Affiliation Agreements*, Nov 2004
  - Affiliation agreement with SFU, June 2005
- Vancouver Coastal Health Authority
  - Template adapted from Risk Management Branch for UCIPP education institutions
  - Template adapted from Risk Management Branch for NON-UCIPP education institutions
  - Intra-health authority agreement for sending and receiving students or employees among themselves
  - *Policy on Student Placements*, draft 10 Feb 2006
  - *Procedures for Student Placements*, draft 10 Feb 2006
- Vancouver Island Health Authority
  - Template adapted from Risk Management Branch for UCIPP education institutions
  - Template adapted from Risk Management Branch for NON-UCIPP education institutions

#### BCIT

- Generic affiliation agreement templates for use in BC and outside BC

#### University of British Columbia

- College of Health Disciplines, *The Clinical Faculty Appointment Process in Programs Associated with the College of Health Disciplines at UBC*, undated, but likely about 2001
- School of Nursing. *ARPT Procedures for the Appointment of Adjunct Faculty*, Jan 2002

#### Alberta

Bow Valley College – affiliation agreement template

Calgary Health Region – affiliation agreement with BCIT

Capital Health (Edmonton) – affiliation agreement template

Chinook Regional Health Authority – affiliation agreement with BCIT

David Thompson Health Region – affiliation agreement with BCIT

Mount Royal College – in-province affiliation agreement template

SAIT – templates for multiple and individual student placements with private companies

#### Ontario

Grand River Hospital – affiliation agreement with BCIT

Hamilton Health Sciences – affiliation agreement with BCIT

London Health Sciences Centre – affiliation agreement with BCIT

Niagara Health System – affiliation agreement with BCIT

Hospital for Sick Children (just the sign-off form for individual students)

University of Ottawa – generic template

University of Toronto social work program - template

**Saskatchewan** - Saskatchewan Academic Health Sciences Network, Telephone consultation with Don Philippon, April 2006

**U.S.** - Department of Health & Human Services, *Multi-Component Affiliation Agreements between Schools of Public Health and Public Health Agencies: A Guide*, Jan 1993

# Appendix - Educational Institution Affiliation Agreement

BETWEEN:

**[Name]**  
Address: ♦  
Phone: ♦  
Fax: ♦  
Title of Representative:

(“Health Authority”)

AND:

**[Name of Educational Institution]**  
Address: ♦  
Phone: ♦  
Fax: ♦  
Title of Representative:

(“Institution”)

## **BACKGROUND:**

The Health Authority and the Institution wish to work together to support the learning experiences of students enrolled in the Institution’s educational programs, by providing them with access to practice education experiences at one or more facilities operated by the Health Authority.

## **AGREEMENT:**

The Health Authority and Institution agree to be bound by the attached Terms and Conditions (“Agreement”).

This Agreement may be executed in counterpart, both of which together will constitute one and the same instrument and either party may deliver an executed counterpart by facsimile transmission.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT:

### **HEALTH AUTHORITY**

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **INSTITUTION**

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In this Agreement:

- (a) “**Applicable Law**” means all present and future laws, statutes and regulations, applicable to any person, property or event relating to this Agreement, and all directives, rules, guidelines, orders and policies of any governmental authority having authority over that person, property or event and all general principles of common law and equity.
- (b) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) “Confidential Information” means all data, information and material relating to the Health Authority and its services, HA Staff, contractors, service providers or Patients, whether or not it is stored in written, electronic or any other form, that Students or Institution Staff receive, in connection with this Agreement, including (i) Personal Information about Staff and Patients, (ii) Health Records, (iii) any information about the business, affairs or operations of the Health Authority which is not generally known or available to the public.
- (d) “**Facilities**” means those facilities that are operated or administered by the Health Authority.
- (e) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), and regulations thereto, as amended or substituted from time to time.
- (f) “**HA Staff**” means the officers, directors, employees, physicians, contractors, subcontractors, representatives or agents of the Health Authority.
- (g) “**Health Care Services**” means all services provided by the Health Authority to or for the benefit of members of the public whether in acute, residential care, community care, research or other sectors.
- (h) “**Health Records**” means Patient care records, clinical records and all other records and documents pertaining to the delivery of Health Care Services to Patients or Patient Personal Information.
- (i) “**Health and Safety Standards**” means all Applicable Laws, standards of practice and codes of ethics issued by any professional regulatory body, and all rules, policies and regulations in place at the Health Authority or its Facilities that apply to the Students or the Institution Staff at the Facilities, any of which relate to workplace safety, the delivery of Health Care Services or the health and safety of Patients or HA Staff.
- (j) “**Institution Staff**” means the instructors, officers, directors, employees, contractors, subcontractors, representatives or agents of the Institution.
- (k) “**Patients**” means individuals who receive Health Care Services from the Health Authority or at the Facilities.
- (l) “**Personal Information**” has the meaning set out in FOIPPA;
- (m) “**Practice Education**” is that part of a student’s educational experience which takes place in the workplace and may involve direct patient care. In such an experience, the student may provide services to and for the benefit of patients/families. The student provides such services under the general direction and supervision of health authority or educational institution employees or

appointees, who are practicing health professionals, and are authorized and qualified to provide the services.

- (n) **"Program"** or **"Programs"** means those educational programs offered by the Institution and recognized by the Health Authority.
- (o) **"Students"** means those students of the Institution who are selected by the Institution to participate in the Programs.

## 2. SCHEDULES

Schedule A (Insurance) attached to this Agreement, will, for all purposes, form an integral part of this Agreement.

## 3. TERM

This Agreement will commence \_\_\_\_\_, 20\_\_ and shall continue for a period of \_\_\_\_ year(s) \_\_\_\_ month(s) to \_\_\_\_\_, 20\_\_ unless terminated earlier in accordance with Section 10. The parties shall review this Agreement from time to time and revise if necessary by mutual agreement. The parties may agree, in writing, to renew this Agreement for further periods of one or more years/month(s).

## 4. OBLIGATIONS OF THE HEALTH AUTHORITY

- (a) The Health Authority agrees:
  - (i) to work collaboratively with the Institution to enhance the practice education experience of the Students in the Programs;
  - (ii) to consult with the Institution in its evaluation of the Programs when reasonably requested to do so;
  - (iii) to provide Institution Staff and Students with reasonable access to Facilities for the practice education experience and to provide supplies and equipment as reasonably required to support the practice education experiences; and
  - (iv) to provide such onsite supervision of Students engaged in the practice education experience at the Facilities, as may be agreed upon with the Institution;
  - (v) to make available to the Student, and to the Institution Staff on request, the Health and Safety Standards and such other of the Health Authority's rules, regulations and policies as apply to the Program.
- (b) Notwithstanding any other provision of this Agreement, the Health Authority's obligations under this Agreement will be subject to the availability of resources, its operational and administrative needs and ensuring the safety and care of its Patients. Without limiting the foregoing, the Health Authority may, at its discretion, alter, change, re-schedule, substitute or terminate any Program or any practice education experience in order to meet its operational or administrative needs, in the event of employment or labour disputes or disruptions, to comply with Applicable Laws, in the event of emergencies or on the basis of the health or safety of Patients and HA Staff.
- (c) The Institution acknowledges that the Students' educational program is designed and sponsored by the Institution, and that the Health Authority provides no representations or warranties concerning the practice education experiences or its ability to provide supervision of or instruction to Students.

## 5. OBLIGATIONS OF THE INSTITUTION:

- (a) The Institution agrees:

- (i) to work collaboratively with the Health Authority to ensure the effective operation and administration of the Programs, including scheduling the practice education experience and instruction for Students and attendance by Institution Staff;
  - (ii) to ensure all Students are duly registered at the Institution, are in good standing and satisfy all of the Institution's admission and performance standards necessary for participation in the Programs;
  - (iii) to work with the Health Authority to designate HA Staff and/or Institution Staff who will be engaged in planning of the practice education experience and instructing Students in the course of the Program;
  - (iv) to take reasonable steps to ensure that the Students and Institution Staff are aware of and comply with this Agreement, conduct themselves professionally and courteously, and that they comply with the Health and Safety Standards and all other rules, regulations, and policies of the Health Authority;
  - (v) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Program;
  - (vi) and acknowledges that the Health Authority may refuse to permit a Student or member of Institution Staff to attend at any of the Facilities if a student refuses to comply with the Health and Safety Standards, including any testing or screening requirements of the Health Authority; and
  - (vii) the Institution further agrees that the Institution is solely responsible for the operation of the Programs, and the form of instruction, design and delivery of educational services to Students participating in a Program or Programs.
- (b) The Institution agrees that it is an independent body, and not the agent, partner or joint venturer of the Health Authority and the Institution will not hold itself out to the public as such or make representations to Students or others that the Health Authority has approved the Programs.
  - (c) The Institution will take all reasonable steps to ensure that all Students and Institution Staff are aware and understand standards of work place behaviour, including but not limited to, harassment, discrimination, sexual misconduct, abuse, and appropriate professional and respectful work place behaviour, confidentiality, all consistent with Health Authority practice education policies and guidelines and other rules, policies and standards.

## **6. DESIGNATED REPRESENTATIVES & INCIDENT REPORTING**

- (a) In respect of each Program, the Health Authority and the Institution will each designate one or more individuals to act as its representative(s) in all matters relating to the operation of that Program and to facilitate communications between the parties.
- (b) The Institution will immediately report to the Health Authority any incident taking place at the Facilities involving its Students or Institution Staff that causes or compromises the mental or physical health or safety of Patients, HA Staff or members of the public, including, but not limited to, breaches of the Health and Safety Standards.
- (c) If the Institution identifies a Student or Institution Staff member who poses or may potentially pose a health or safety risk to HA Staff or Patients at the Facilities, the Institution will immediately advise the Health Authority, and will, if reasonably necessary to protect others, suspend that Student's or Institution's Staff member's participation in the Program, which may not be resumed without Health Authority approval.

## 7. **SUSPENSION AND REMOVAL**

- (a) The Health Authority may suspend or exclude a Student or an Institution Staff member from Program activities at the Facilities, either temporarily, pending investigation or permanently, in any circumstances where the Health Authority or Institution has identified that the Student or Institution Staff member has, or there are reasonable grounds for believing that the Student or Institution Staff member has:
- (i) failed to comply with the Health and Safety Standards or any other rules, regulations and policies of the Health Authority or any agreement with the Health Authority;
  - (ii) endangered the mental or physical health or safety of any person; or
  - (iii) otherwise interfered with or compromised the operation of the Facilities or the provision of Health Care Services.

## 8. **EMPLOYMENT**

The Institution agrees that the Institution Staff and Students are not, by virtue of their involvement or participation in the Programs, employees of the Health Authority, nor are they entitled to employment benefits of any kind whatsoever from Health Authority, including but not limited to statutory programs and disability, life or other insurance coverage. The Health Authority will have no liability or responsibility for the withholding, collection or payment of income taxes, employment insurance, statutory or other taxes or payments of any nature on behalf of, or for the benefit of, the Institution, Institution Staff or the Students. The Health Authority shall be solely responsible for the employment, working conditions and any liabilities arising from its employment relationship with HA Staff participating in the Programs. For further clarification, this provision does not limit the Health Authority's ability to hire Students independently of their participation in the Programs.

## 9. **PRIVACY AND CONFIDENTIALITY**

- (a) It is acknowledged that in the course of participating in the Programs, Institution Staff and Students may have access to Confidential Information, and that such information is subject to obligations of privacy and confidentiality. More particularly, the Institution acknowledges and understands that the Health Authority is a public body subject to the provisions of the *FOIPPA* and owes obligations of privacy and confidentiality to, among others, Patients and HA Staff.
- (b) The Institution acknowledges and agrees that all Confidential Information is deemed to be the property of the Health Authority, and that this Agreement does not grant the Institution, Institution Staff or Students any authority to use, disclose, collect or retain such records except to the extent strictly required for participation in a Program. Without limiting the foregoing, in no case will Students or Institution Staff be permitted to retain or remove Health Records from the Facilities without the express written consent of the Health Authority.
- (c) The Institution agrees that:
- (i) it will take reasonable steps to ensure that all Institution Staff and Students are aware of and uphold Health Authority policies regarding privacy and confidentiality and comply and act consistently with the Health Authority's obligations under the *FOIPPA* and any other Applicable Laws or standards of practice;
  - (ii) it will immediately report to the Health Authority any breaches or potential breaches of this paragraph 9, and provide assistance and cooperation with any investigation conducted by the Health Authority into such breach;
  - (iii) on request, it will immediately return any Health Records or Confidential Information in the possession of the Institution, and will use its best efforts to facilitate the return of any Confidential Information in the possession of Institution Staff or Students

- (d) The Institution acknowledges that this Agreement requires the Institution to make disclosure of certain information about Students and Institution Staff to the Health Authority. The Institution shall obtain all necessary consents from Students and Institution Staff, including under the *Personal Information Protection Act* or the *FOIPPA*, as applicable, to permit such disclosures.
- (e) The Health Authority shall protect the personal information of Students and Institution Staff that is in the custody and control of the Health Authority all in accordance with *FOIPPA*.
- (f) No Student will be permitted by the Institution to participate in a Program unless he or she has signed a Confidentiality Agreement in a form approved by the Health Authority

#### **10. TERMINATION**

- (a) This Agreement or any one or more Programs may be terminated as follows:
  - (i) by either party with or without reason, on 90 days' written notice;
  - (ii) by the Health Authority in the event that the Institution is in breach of this Agreement and the Institution has failed to rectify such breach upon being given 14 Business Days written notice of the breach;
  - (iii) by the Health Authority with immediate effect if the Health Authority determines, in its sole discretion, that a breach of this Agreement has been committed by the Institution and such breach has caused or is likely to cause an adverse effect on the health or safety of its Patients.
- (b) Termination will not affect the obligations of either party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.

#### **11. INDEMNIFICATION**

- (a) The Institution shall indemnify and save harmless the Health Authority from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Institution, Institution Staff, or Students arising out of this Agreement, excepting always liability arising from the independent negligence of the Health Authority or HA Staff.
- (b) The Health Authority shall indemnify and save harmless the Institution from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings that arise from made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Health Authority arising out of this Agreement, excepting always liability arising from the independent negligence of the Institution, Institution Staff, or Students.

#### **12. INSURANCE**

The Institution and the Health Authority each agree to maintain insurance coverage in accordance with Schedule A to this Agreement.

#### **13. GENERAL**

- (a) This Agreement shall be for the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

- (b) If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.
- (c) The provisions herein and Schedules hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
- (d) Any inconsistency between this Agreement, and the policies, guidelines, Schedules or documents appended to or incorporated by reference into this Agreement will be resolved in favour of the Agreement.
- (e) The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.
- (f) No amendment to this Agreement shall be enforceable unless the same is in writing and signed by the Parties hereto.
- (g) This Agreement shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties agree to attorn exclusively to the jurisdiction of the courts of British Columbia.
- (h) The Institution may not assign its rights under this Agreement.
- (i) Paragraphs 9, 10, and 11 will survive the termination of this Agreement.
- (j) Each notice to a Party must be given in writing. A notice may be delivered by hand or fax to a representative of the Party at the address or facsimile number set out on the first page of this Agreement, and will be validly given if delivered on a Business Day to the above address, or, if transmitted on a Business Day by fax addressed to the other Party :  
or to any other address, fax number or representative that the party designates in writing. Any Notice if validly delivered, will be deemed to have been given when delivered.
- (k) Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by couriered delivery the other parties an originally executed copy of this Agreement. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

## SCHEDULE A – INSURANCE

### 1. UCIPP

- (a) If the Institution is covered by the University, College and Institution Protection Program (“UCIPP”), the Institution will maintain third party liability coverage through UCIPP throughout the term of the Agreement.

### 2. NON-UCIPP

If the Institution is covered by an insurance carrier other than UCIPP, the Institution will:

- (b) In respect of Programs that may potentially require Institution Staff or Students to participate in delivering Health Care Services:
  - (i) Maintain comprehensive third party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, and
  - (ii) Maintain medical malpractice and/or professional liability insurance in the amount of \$5,000,000 (Cdn) per occurrence.

covering claims brought against the Institution, Institution Staff or Students who are involved in the Program for injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the Institution, Institution Staff, Students, and its agents or volunteers while in attendance at the Facilities.

- (c) In respect of Programs that will not require Institution Staff or Students to participate in delivering Health Care Services, maintain comprehensive third party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, covering claims brought against the Institution, Institution Staff or Students who are involved in the Program for injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the Institution, Institution Staff, Students, and its agents or volunteers while in attendance at the Facilities.

### 3. INJURIES TO STUDENTS AND INSTITUTION STAFF

The Institution will obtain coverage under the *Workers Compensation Act* (BC) or equivalent coverage for Institution Staff and Students while engaged in activities at the Facilities.

### 4. GENERAL

- (d) The Institution will provide proof of insurance coverage upon request by the Health Authority.
- (e) The Institution will not cancel or materially alter its insurance coverage without thirty days prior written notice to the Health Authority.
- (f) The foregoing insurance will be primary and not require the sharing of any loss by any insurer of the Health Authority.

### 5. HCPP COVERAGE

The Health Authority is covered by the Protection Program (“HCPP”), the Health Authority will maintain third party liability coverage through HCPP throughout the term of the Agreement.