



# ***RISK NOTE***

**SUBJECT: Managing Risk in Educational Institution Affiliation Agreements**

## **Choosing the Appropriate Template Agreement**

For affiliations with post-secondary institutions insured by the University, College and Institute Protection Program (UCIPP), we recommend using the **UCIPP Educational Institution Affiliation Agreement Template (Appendix 1)**.

For affiliations with post-secondary institutions (including out-of-province and international institutions) not insured by UCIPP, we recommend using the **Non-UCIPP Educational Institution Affiliation Agreement Template (Appendix 2)** and referring to our Risk Note **“Managing Additional Risk in Educational Institution Affiliation Agreements with Post-Secondary Institutions Outside BC”**.

These templates address the common risks in post-secondary educational institution affiliation agreements. The indemnities granted by the Health Care Agency (HCA) in these template agreements have been blanket approved by the Executive Director of the Risk Management Branch as required under the *Financial Administration Act*. Indemnity approval is not required unless the terms of the indemnity are materially changed.

## **Establishing Roles and Responsibilities of Parties**

Educational institution affiliation agreements are important for establishing the roles and responsibilities of all parties involved in a student practice education experience. An educational institution affiliation agreement should specify the following points:

- 1) Each party will designate an individual to facilitate communication between the educational institution (EI) and the HCA regarding the placement of the students for each practice education experience. This will ensure that each party has responsible and knowledgeable individuals involved in the administration and substance of the practice education.
- 2) The EI will assume responsibility for the administration of the practice education and instruction of the students placed at the HCA.
- 3) The EI will ensure all students who are assigned to a practice education experience at the HCA have met the admission criteria of the EI and continue to meet the standards of the EI as deemed appropriate by the HCA.

- 4) Both parties agree that the students and EI staff (including instructors) are not employees of the HCA for the duration of their practice education placement.
- 5) The HCA will provide necessary orientation materials to ensure students and EI staff are familiar with the HCA's policies and procedures prior to engaging in activities at the HCA facility. In turn, the EI will assume responsibility for the adherence by students and EI staff to the rules, policies, and regulations of the HCA.
- 6) The HCA's obligations under the agreement will be subject to the availability of resources, its operational and administrative needs and ensuring the safety and care of its patients. It is important the HCA maintain normal staffing levels to carry out patient care duties regardless of the presence of students or EI staff.
- 7) The EI will arrange workers' compensation or equivalent coverage for students and EI staff while engaged in activities at the HCA. This will ensure there is coverage available for any injuries sustained by students or EI staff while on the HCA premises. Under the *Worker's Compensation Act* of BC, workers are prohibited from suing any employer. If the student or EI staff does not have coverage through WorkSafe BC or an equivalent workers compensation insurer, the EI will be required to confirm the student or EI staff has secured their own medical and/or accident insurance for the duration of the placement at the HCA and will forward a signed waiver/release of responsibility form to the HCA prior to the start of the practice education.
- 8) The agreement should also specify the insurance requirements for each of the parties participating in the agreement. Proof of insurance coverage should be available upon request. There are some important insurance considerations when an HCA accepts a student or instructor from an out-of-province or international EI. Please refer to the risk note: **Managing Additional Risk in Educational Institution Affiliation Agreements with Post-Secondary Institutions Outside BC.**
- 9) The agreement should include hold harmless and indemnification clauses granted by both parties. These clauses transfer the responsibility for payment of costs and damages arising from legal liability from one party to the other.
- 10) The agreement should specify how any disputes between the parties are to be settled. Dispute resolution terms help to resolve conflicts in cases where conflicts arise and there is an expectation that the student practice education will continue for a long period of time.
- 11) Both parties have the authority to suspend or terminate a practice education experience in accordance with the *Practice Education Guideline: Student Practice Issues*.
- 12) The agreement may be terminated giving no more than 90 days notice in writing; the short period of notice will help to protect the HCA should conflict arise regarding the terms of the agreement.
- 13) The HCA can terminate the agreement without notice should the implementation of the agreement adversely affect the standard of patient care or student education.

## APPENDIX 1 - UCIPP EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT TEMPLATE

### EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT TEMPLATE

*Between a Health Care Protection Program covered entity and a University, College and Institute Protection Program covered entity for student placements*

BETWEEN:

**[Name of Health Authority]**  
**("Health Authority")**

Address:  
Phone:  
Facsimile:  
Email:

AND:

**[Name of Educational Institution]**  
**("Institution")**

Address:  
Phone:  
Facsimile:  
Email:

(Each a "Party" and collectively, the "Parties")

#### **BACKGROUND:**

The Health Authority (HA) and the Institution wish to work together to support the learning experiences of students enrolled in the Institution's educational programs, by providing access to practice education experiences at one or more facilities or health care settings 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. Each Party must deliver to the other Party an executed counterpart copy of the Agreement.

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

HEALTH AUTHORITY

INSTITUTION

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Name:

Name:

Title:

Title:

Date:

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 a Party and its services, staff, contractors, service providers, Students or Patients, whether or not it is stored in written, electronic or any other form including (i) Personal Information about a Party’s staff, Students, clients and Patients, if any, (ii) records, including Health Records if any, (iii) any information about the business, affairs or operations of the Party which is not generally known or available to the public.
- d) **“Facilities”** means those facilities and health care settings that are operated or administered by the Health Authority, in the Province of British Columbia.
- 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) **“Health Authority” (HA)** means any health organization covered by Health Care Protection Program such as Vancouver Island Health Authority, Northern Health Authority, Interior Health Authority, Fraser Health Authority, Provincial Health Services Authority, and Vancouver Coastal Health Authority, including Providence Health Care.
- g) **“HA Staff”** means the officers, directors, employees, physicians, contractors, subcontractors, representatives, or agents of the Health Authority (HA).
- h) **“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.
- i) **“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.
- j) **“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.
- k) **“Institution”** means entities covered by University, College and Institute Protection Program.
- l) **“Institution Staff”** means the instructors, officers, directors, employees, contractors, subcontractors, representatives, or agents of the Institution.
- m) **“Patients”** means individuals who receive Health Care Services from the Health Authority or at the Facilities.
- n) **“Personal Information”** has the meaning set out in FOIPPA.
- o) **“Practice Education”** means that part of a Student’s educational experience which takes place in the HA Facilities, and may involve access to Confidential Information, including Patient Health Records or HA business information. Students participate in these clinical or non-clinical educational experiences under

the general direction and supervision of HA Staff or Institution Staff who are practicing professionals, authorized and qualified as applicable. If the Practice Education involves direct patient care it is to occur under the supervision of HA Staff or Institution Staff who are practicing health professionals, authorized and qualified to provide the services.

- p) **“Practice Education Guidelines” (PEGs)** provide Health Authorities and Institutions direction for working together to plan and provide Student Practice Education experiences for all disciplines in Health Authority Facilities in British Columbia (BC). The PEGs align with current regulations, standards, and legislation; and, to promote clarity, consistency, and equity for planning and placement processes.
- q) **“Program”** means those educational programs offered by the Institution and recognized by the Health Authority.
- r) **“Student”** means an individual admitted to an education program, who is in good standing in a course or program of studies, and is selected to take part in a Practice Education experience.

## **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 11. 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. MUTUAL OBLIGATIONS AND ACKNOWLEDGEMENTS**

- a) The Health Authority and the Institution agree:
  - i) to work collaboratively with each other to enhance the Practice Education experience of the Students in the Program;
  - ii) to promote inter-professional Practice Education planning, delivery and evaluation;
  - iii) to follow the BC *Practice Education Guidelines for experiences for Students in HA Facilities*; and,
  - iv) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Practice Education.
- b) The Institution and the Health Authority acknowledge that the Students’ educational Program is designed and sponsored by the Institution, and acknowledge both Parties must agree upon appropriate supervision of, or instruction to Students in advance of the Practice Education experiences at the Health Authority.

## **5. OBLIGATIONS OF THE HEALTH AUTHORITY**

- a) The Health Authority agrees:
  - i) 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;
  - ii) to provide such onsite supervision of Students while engaged in the Practice Education experience at the Facilities, as may be agreed upon with the Institution;

- iii) in the event that a Student or Institution Staff member sustains an injury during the course of a Practice Education Experience at a HA Facility the HA will provide information reasonably requested by the Institution to permit the Institution to report the injury to WorkSafeBC as required by law;
  - iv) to make available to the Institution, Student, and Institution Staff, all Health and Safety Standards, and policies, protocols and *Practice Education Guidelines* (PEGs) or other HA guidelines that apply to the Practice Education;
  - v) to require each Student and Institution Staff to sign a confidentiality agreement prior to starting a Practice Education experience. The Health Authority will retain copies of these signed agreements;
  - vi) to contribute to the evaluation of Students in accordance with the measurable learning outcomes for the Practice Education that are mutually developed with the Institution; and,
  - vii) to provide to the Institution an evaluation of the Practice Education component of the Program, when reasonably requested to do so.
- 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 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.

## 6. 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 Program, 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 Program and Practice Education experiences;
  - 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 Practice Education;
  - iv) to consider, and where appropriate, recognize significant involvement of members of HA Staff in the Program through academic appointments to the Institution, subject to the Institution's policies and procedures;
  - v) to take reasonable steps to ensure that the Students and Institution Staff are aware of and comply with the research, academic, student conduct and off-campus activity policies of the Institution, this Agreement, and all the other applicable legislation, regulation, HA policies or guidelines (for example, respectful workplace, code of conduct, and intellectual property).
  - vi) to acknowledge 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 or Institution Staff member refuses to comply with the policies and procedures of the Health Authority, including any testing or screening requirements of the Health Authority;
  - vii) if the Institution identifies a Student or Institution Staff member who poses or may potentially pose a health or safety risk to any person 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 Practice Education. Health Authority approval is required prior to the reinstatement of the Student or Institution Staff into the Practice Education experience; and

viii) that the Institution is solely responsible for the operation of the Program, and the form of instruction, design, and delivery of educational services to Students participating in a Program.

- b) The Institution agrees that it is an independent body, and not the agent, partner or joint venture 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 Program.

## **7. DESIGNATED REPRESENTATIVES, INCIDENT REPORTING & DISPUTE RESOLUTION**

- a) In respect of the Practice Education, the Health Authority and the Institution will designate one or more individuals to act as their respective representative(s) in all matters relating to the operation of the Practice Education, in order to facilitate communications between the Parties to this Agreement.
- 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) The Institution and the Health Authority will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations. All claims, disputes or issues in dispute between the Parties that are not resolved by negotiation will, with the agreement of the Parties, be decided by mediation, with senior representatives of the Parties present, for at least one session.

## **8. SUSPENSION AND REMOVAL**

- a) The Health Authority or Institution has the authority to suspend or terminate the Student's Practice Education experience in accordance with the *Practice Education Guideline: Student Practice Issues*. The HA or Institution may suspend or exclude a Student or an Institution Staff member from Practice Education 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 *Practice Education Guidelines* or other guidelines that apply to the Practice Education, 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.

## **9. EMPLOYMENT**

The Institution agrees that the Institution Staff and Students are not, by virtue of their involvement or participation in the Practice Education, employees of the Health Authority, nor are they entitled to employment benefits of any kind whatsoever from the 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 Practice Education.

For clarity, this provision does not limit the Health Authority's ability to hire Students independently of their participation in the Practice Education.

## **10. PRIVACY AND CONFIDENTIALITY**

- a) The Parties acknowledge that while participating in the Practice Education, HA Staff, Institution Staff and Students may have access to Confidential Information of the other Party, and that such information is subject to FOIPPA, and the guidance provided in the *Practice Education Guideline: Privacy and Confidentiality*. The Parties also acknowledge and understand that the Institution and the Health Authority are each public bodies subject to the provisions of the FOIPPA, and owe obligations of privacy and confidentiality to Patients, Students, the other Party and the other Party's staff and employees.
- b) The Parties acknowledge and agree that all Confidential Information received from the other Party is deemed to be the property of that Party, and that this Agreement does not grant any authority to use, disclose, collect or retain such information or records except to the extent strictly required for participation in a Practice Education. Without limiting the foregoing, in no case will Students, Institution Staff or HA Staff be permitted to retain or remove Confidential Information of the other Party, including Health Records, from the Facilities without the express written consent of that Party.
- c) The Parties agree:
  - i) to take reasonable steps to ensure that all staff and Students are aware of and uphold all policies regarding privacy, confidentiality, Confidential Information, and obligations under Applicable Laws;
  - ii) to immediately report to the other Party any breaches or potential breaches of Section 10, and provide assistance and cooperation with any investigation conducted by that Party into such breach; and,
  - iii) that on request, to immediately return any Health Records or Confidential Information of the other Party in its possession and will use its best efforts to facilitate the return of any such Confidential Information or Health Records in the possession of its staff or Students as applicable.
- 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, as required by HA policy and 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 in accordance with FOIPPA.

## **11. TERMINATION**

- a) This Agreement or any one or more Practice Education experiences 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 15 Business Days written notice of the breach; or,
  - 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.

## **12. INDEMNIFICATION**

- a) Except to the extent caused or contributed to by the negligence of the Health Authority or HA Staff, 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, or Institution Staff arising out of this Agreement.
- b) Except to the extent caused or contributed to by the negligence of the Institution, Institution Staff, or Students, 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 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 or HA Staff arising out of this Agreement.

## **13. INSURANCE**

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

## **14. 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 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, 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) Neither Party may assign its rights under this Agreement.

- i) Sections 10 (Privacy and Confidentiality), 11 (Termination), 12 (Indemnification), 13 (Insurance), 14 (g) (Governing Law) and 14(k) (Notice) and any other sections, including Schedules, herein that should survive in accordance with their terms shall survive the termination or expiration of this Agreement.
- j) 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. All counterparts will be construed together to be an original and will constitute one and the same Agreement. Both Parties must deliver an executed copy of this Agreement to the other Party.
- k) Each notice to a Party must be given in writing. A notice may be delivered to a representative of the Party by hand, fax, or email as set out on the first page of this Agreement. Any notice delivered on a Business Day before 4:00 p.m. Pacific Time shall be deemed to have been given on that Business Day and after 4:00 p.m. shall be deemed to have been given on the next Business Day.
- l) Wherever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.

The remainder of this page left intentionally blank. Schedule A follows on the next page.

## SCHEDULE A – INSURANCE

### **a) Institution**

The Institution is covered for general liability and professional liability under the provisions of the Province of British Columbia's *University, College and Institute Protection Program* ("UCIPP"). Throughout the term of the Agreement, the Institution will maintain its UCIPP coverage, protecting the Institution, Institution Staff and Students while in attendance at the Facilities. While the Institution is a UCIPP covered entity, the Health Authority acknowledges there will be no requirement for proof of such coverage. UCIPP coverage of the Institution will be primary with respect to all obligations assumed by the Institution under this Agreement.

The Institution will arrange coverage under the *Workers Compensation Act* (British Columbia) or equivalent coverage for Institution Staff and Students while engaged in activities at the Facilities, or, with respect to Institution Staff who are contractors or sub-contractors, will arrange or require such coverage.

### **b) Health Authority**

The Health Authority is covered for general liability and professional liability under the provisions of the Province of British Columbia's *Health Care Protection Program* ("HCPP"). Throughout the term of the Agreement, the Health Authority will maintain its HCPP coverage, protecting the Health Authority and Health Authority Staff while working at the Facilities. While the Health Authority is a HCPP covered entity, the Institution acknowledges there will be no requirement for proof of such coverage. HCPP coverage of the Health Authority will be primary with respect to all obligations assumed by the Health Authority under this Agreement.

**APPENDIX 2 - NON-UCIPP EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT TEMPLATE**

**EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT TEMPLATE**

BETWEEN:

**[Name of Health Authority]**  
**(“Health Authority”)**

Address:  
Phone:  
Facsimile:  
Email:

AND:

**[Name of Educational Institution] (“Institution”)**

Address:  
Phone:  
Facsimile:  
Email:

(each a “Party” and collectively, the “Parties”)

BACKGROUND:

The Health Authority (HA) and the Institution wish to work together to support the learning experiences of students enrolled in the Institution’s educational programs, by providing access to practice education experiences at one or more facilities or health care settings 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. Each Party must deliver to the other Party an executed counterpart copy of the Agreement.

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

HEALTH AUTHORITY

INSTITUTION

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Name:

Name:

Title:

Title:

Date:

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 a Party and its services, staff, contractors, service providers, Students or Patients, whether or not it is stored in written, electronic or any other form including (i) Personal Information about a Party’s staff, Students, clients and Patients, if any, (ii) records, including Health Records if any, (iii) any information about the business, affairs or operations of the Party which is not generally known or available to the public.
- d) **“Facilities”** means those facilities and health care settings that are operated or administered by the Health Authority, in the Province of British Columbia.
- 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) **“Health Authority”** (HA) means any health organization covered by Health Care Protection Program such as Vancouver Island Health Authority, Northern Health Authority, Interior Health Authority, Fraser Health Authority, Provincial Health Services Authority, and Vancouver Coastal Health Authority, including Providence Health Care.
- g) **“HA Staff”** means the officers, directors, employees, physicians, contractors, subcontractors, representatives, or agents of the Health Authority (HA).
- h) **“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.
- i) **“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.
- j) **“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.
- k) **“Institution”** means entities delivering an education program.
- l) **“Institution Staff”** means the instructors, officers, directors, employees, contractors, subcontractors, representatives, or agents of the Institution.
- m) **“Patients”** means individuals who receive Health Care Services from the Health Authority or at the Facilities.
- n) **“Personal Information”** has the meaning set out in FOIPPA.

- o) **“Practice Education”** means that part of a Student’s educational experience which takes place in the HA Facilities, and may involve access to Confidential Information, including Patient Health Records or HA business information. Students participate in these clinical or non-clinical educational experiences under the general direction and supervision of HA Staff or Institution Staff who are practicing professionals, authorized and qualified as applicable. If the Practice Education involves direct patient care it is to occur under the supervision of HA Staff or Institution Staff who are practicing health professionals, authorized and qualified to provide the services.
- p) **“Practice Education Guidelines”** (PEGs) provide Health Authorities and Institutions direction for working together to plan and provide Student Practice Education experiences for all disciplines in Health Authority Facilities in British Columbia (BC). The PEGs align with current regulations, standards, and legislation; and, to promote clarity, consistency, and equity for planning and placement processes.
- q) **“Program”** means those educational programs offered by the Institution and recognized by the Health Authority.
- r) **“Student”** means an individual admitted to an education program, who is in good standing in a course or program of studies, and is selected to take part in a Practice Education experience.

## 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 11. 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. MUTUAL OBLIGATIONS AND ACKNOWLEDGEMENTS

- a) The Health Authority and the Institution agree:
  - i) to work collaboratively with each other to enhance the Practice Education experience of the Students in the Program;
  - ii) to promote inter-professional Practice Education planning, delivery and evaluation;
  - iii) to follow the BC *Practice Education Guidelines* for experiences for Students in HA Facilities; and,
  - iv) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Practice Education.
- b) The Institution and the Health Authority acknowledge that the Students’ educational Program is designed and sponsored by the Institution, and acknowledge both Parties must agree upon appropriate supervision of, or instruction to Students in advance of the Practice Education experiences at the Health Authority.

## 5. OBLIGATIONS OF THE HEALTH AUTHORITY

- a) The Health Authority agrees:
  - i) 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;

- ii) to provide such onsite supervision of Students while engaged in the Practice Education experience at the Facilities, as may be agreed upon with the Institution;
  - iii) in the event that a Student or Institution Staff member sustains an injury during the course of a Practice Education Experience at a HA Facility the HA will provide information reasonably requested by the Institution to permit the Institution to report the injury to WorkSafeBC or other workers compensation insurer;
  - iv) to make available to the Institution, Student, and Institution Staff, all Health and Safety Standards, and policies, protocols and *Practice Education Guidelines* (PEGs) or other HA guidelines that apply to the Practice Education;
  - v) to require each Student and Institution Staff to sign a confidentiality agreement prior to starting a Practice Education experience. The Health Authority will retain copies of these signed agreements;
  - vi) to contribute to the evaluation of Students in accordance with the measurable learning outcomes for the Practice Education that are mutually developed with the Institution; and,
  - vii) to provide to the Institution an evaluation of the Practice Education component of the Program, when reasonably requested to do so.
- 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 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.

## 6. 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 Program, 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 Program and Practice Education experiences;
  - 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 Practice Education;
  - iv) to consider, and where appropriate, recognize significant involvement of members of HA Staff in the Program through academic appointments to the Institution, subject to the Institution's policies and procedures;
  - v) to take reasonable steps to ensure that the Students and Institution Staff are aware of and comply with the research, academic, student conduct and off-campus activity policies of the Institution, this Agreement, and all the other applicable legislation, regulation, HA policies or guidelines (for example, respectful workplace, code of conduct, and intellectual property).
  - vi) to acknowledge 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 or Institution Staff member refuses to comply with the policies and procedures of the Health Authority, including any testing or screening requirements of the Health Authority;

- vii) if the Institution identifies a Student or Institution Staff member who poses or may potentially pose a health or safety risk to any person 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 Practice Education. Health Authority approval is required prior to the reinstatement of the Student or Institution Staff into the Practice Education experience; and
- viii) that the Institution is solely responsible for the operation of the Program, and the form of instruction, design, and delivery of educational services to Students participating in a Program.
- b) The Institution agrees that it is an independent body, and not the agent, partner or joint venture 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 Program.

## 7. DESIGNATED REPRESENTATIVES, INCIDENT REPORTING & DISPUTE RESOLUTION

- a) In respect of the Practice Education, the Health Authority and the Institution will designate one or more individuals to act as their respective representative(s) in all matters relating to the operation of the Practice Education, in order to facilitate communications between the Parties to this Agreement.
- 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) The Institution and the Health Authority will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations. All claims, disputes or issues in dispute between the Parties that are not resolved by negotiation will, with the agreement of the Parties, be decided by mediation, with senior representatives of the Parties present, for at least one session.

## 8. SUSPENSION AND REMOVAL

- a) The Health Authority or Institution has the authority to suspend or terminate the Student's Practice Education experience in accordance with the *Practice Education Guideline: Student Practice Issues*. The HA or Institution may suspend or exclude a Student or an Institution Staff member from Practice Education 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 *Practice Education Guidelines* or other guidelines that apply to the Practice Education, 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.

## 9. EMPLOYMENT

The Institution agrees that the Institution Staff and Students are not, by virtue of their involvement or participation in the Practice Education, employees of the Health Authority, nor are they entitled to employment benefits of any kind whatsoever from the 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 Practice Education. For clarity, this provision does not limit the Health Authority's ability to hire Students independently of their participation in the Practice Education.

#### 10. PRIVACY AND CONFIDENTIALITY

- a) The Parties acknowledge that while participating in the Practice Education, HA Staff, Institution Staff and Students may have access to Confidential Information of the other Party, and that such information is subject to the obligations of privacy and confidentiality, and the guidance provided in the *Practice Education Guideline: Privacy and Confidentiality*. The Parties also acknowledge and understand that they owe obligations of privacy and confidentiality to Patients, Students, and the staff of both Parties and comply with obligations under FOIPPA or other Applicable Laws and standards of practice.
- b) The Parties acknowledge and agree that all Confidential Information received from the other Party is deemed to be the property of that Party, and that this Agreement does not grant any authority to use, disclose, collect, or retain such information or records except to the extent strictly required for participation in a Practice Education. Without limiting the foregoing, in no case will Students, Institution Staff or HA Staff be permitted to retain or remove Confidential Information of the other Party, including Health Records, from the Facilities without the express written consent of that Party.
- c) The Parties agree:
  - i) to take reasonable steps to ensure that all staff and Students are aware of and uphold all policies regarding privacy, confidentiality, Confidential Information, and obligations under Applicable Laws;
  - ii) to immediately report to the other Party any breaches or potential breaches of Section 10, and provide assistance and cooperation with any investigation conducted by that Party into such breach; and,
  - iii) that on request, to immediately return any Health Records or Confidential Information of the other Party in its possession and will use its best efforts to facilitate the return of any such Confidential Information or Health Records in the possession of its staff or Students as applicable.
- 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, as required by HA policy and 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 in accordance with FOIPPA.

#### 11. TERMINATION

- a) This Agreement or any one or more Practice Education experiences 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 15 Business Days written notice of the breach; or,

- 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.

## **12. INDEMNIFICATION**

- a) Except to the extent caused or contributed to by the negligence of the Health Authority or HA Staff, 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, or Institution Staff arising out of this Agreement.
- b) Except to the extent caused or contributed to by the negligence of the Institution, Institution Staff, or Students, 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 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 or HA Staff arising out of this Agreement.

## **13. INSURANCE**

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

## **14. 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 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, 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) Neither Party may assign its rights under this Agreement.
- i) Sections 10 (Privacy and Confidentiality), 11 (Termination), 12 (Indemnification), 13 (Insurance), 14 (g) (Governing Law) and 14(k) (Notice) and any other sections, including Schedules, herein that should survive in accordance with their terms shall survive the termination or expiration of this Agreement.
- j) 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. All counterparts will be construed together to be an original and will constitute one and the same Agreement. Both Parties must deliver an executed copy of this Agreement to the other Party.
- k) Each notice to a Party must be given in writing. A notice may be delivered to a representative of the Party by hand, fax, or email as set out on the first page of this Agreement. Any notice delivered on a Business Day before 4:00 p.m. Pacific Time shall be deemed to have been given on that Business Day and after 4:00 p.m. shall be deemed to have been given on the next Business Day.
- l) Wherever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.

The remainder of this page left intentionally blank. Schedule A follows on the next page.

## **SCHEDULE A – INSURANCE**

### **1. INSTITUTIONAL INSURANCE COVERAGE**

The Institution will:

- (a) Maintain comprehensive third-party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, and
- (b) Maintain medical malpractice and/or professional 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.

### **2. NO INSTITUTIONAL INSURANCE COVERAGE**

If the Institution's insurance does not extend to its Students, for whatever reason, the Institution will advise each Student of the need to purchase and maintain the following insurance for the duration of their Practice Education with the Health Authority:

- (a) Comprehensive third-party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, and
- (b) Maintain medical malpractice and/or professional liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence.

The Institution will provide the Health Authority with proof of each Student's insurance coverage prior to each Student commencing their Practice Education with the Health Authority.

### **3. INJURIES TO STUDENTS AND INSTITUTION STAFF**

The Institution will arrange coverage under the *Workers Compensation Act* (BC) or equivalent coverage for Institution Staff and Students while engaged in activities at the Facilities, or, with respect to Institution Staff who are contractors or sub-contractors, will arrange and / or require such coverage.

Institution Staff and Students who are not eligible for coverage under the *Workers Compensation Act* (BC) or equivalent coverage, shall be advised by the Institution of their individual responsibility to obtain their own medical and/or accident insurance for the term of the Practice Education and sign a Waiver and Release of Responsibility form acceptable to the Health Authority. The Institution will confirm Institution Staff and Students have medical and/or accident insurance in place and will forward the signed Waiver and Release of Responsibility form prior to the Institution Staff and Students starting their Practice Education at the Facilities.

### **4. GENERAL**

- (a) The Institution will provide proof of insurance coverage upon request by the Health Authority.

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

5. **HEALTH AUTHORITY INSURANCE COVERAGE**

The Health Authority is covered for general liability and professional liability under the provisions of the Province of British Columbia's Health Care Protection Program ("HCPP"). Throughout the term of the Agreement, the Health Authority will maintain its HCPP coverage, protecting the Health Authority and Health Authority Staff while working at the Facilities. HCPP coverage of the Health Authority will be primary with respect to all obligations assumed by the Health Authority under this Agreement.