AFFILIATION AGREEMENT - LEARNER PLACEMENTS

Effective the 30th day of May, 2012.

BETWEEN:

Prairie Mountain Health
(hereinafter referred to as the "RHA")

- and -

The University of Manitoba
(hereinafter referred to as the "UNIVERSITY")

-and-

Affiliated Medical Clinics
as listed at Schedule "B"
(hereinafter referred to as the "CLINIC(S)")

WHEREAS:

A. The University wishes to make opportunities available for its learners to engage in practical training in facilities and through programs owned, operated by, or integrated with the RHA and the CLINIC(S);

B. The RHA and the CLINIC(S) provide health services in the Prairie Mountain Health region and recognize the contribution that the University learners may make to their respective mandates;

C. The RHA and the CLINIC(S) desire to accept such learners as are assigned by the University from time to time;

NOW THEREFORE the parties enter into this Affiliation Agreement and agree as follows:

Article 1 - Definitions

1.01 "Practicum" means a period of practical training by a Learner, in one or more Facilities, and includes clerkships, residency, internships, placements, clinical experience, and all other types of practical training;

1.02 "Facility" means a facility or program owned, operated by, or integrated with the RHA or the CLINIC(S), and includes temporary locations or other CLINIC(S), not specifically named;

1.03 "Faculty" means a Faculty or School of the UNIVERSITY;
1.04 "Faculty Program" means a particular educational program within a University Faculty which includes a required or optional Practicum;

1.05 "Learner" means a learner or student of any Faculty at the UNIVERSITY, enrolled in a Faculty Program;

1.06 "Site Lead" means a physician, appointed jointly by the RHA and the UNIVERSITY, or one of the CLINIC(S) and the UNIVERSITY as an administrative lead for the management of the Practicums being undertaken at one or more Facilities;

1.07 "Facility Manager" means a unit manager, nurse manager, clinic manager, or other person responsible for human resources at a Facility.

Article 2 - Term

2.01 Subject to earlier termination as provided for in this Agreement, the term of the Agreement shall be from May 30, 2012 to June 30, 2015.

2.02 Each of the UNIVERSITY, the RHA and any of the CLINIC(S) shall have the right to terminate this Agreement at any time by providing 90 days prior written notice of such termination to the other parties. Where such notice is given, any Learner currently completing a Practicum will be permitted to continue until the scheduled end date of such Practicum.

2.03 If any of the parties, in their sole discretion, determines that the terms of this Agreement or the performance of the subject matter of this Agreement adversely affect, or may adversely affect, the standard of patient care or client service, they shall have the right to terminate this Agreement without notice.

2.04 Unless earlier terminated, or unless one party notifies the other before the end of the term or any renewal thereof that it does not wish to renew this Agreement, this Agreement shall automatically renew for successive terms of two years each.

Article 3 - Practicum Planning

3.01 The obligations of each of the RHA, the CLINIC(S) and the UNIVERSITY under this Agreement in relation to any Learners proposed to participate in a Practicum are subject, in each case, to the RHA, the CLINIC(S) and the UNIVERSITY agreeing on the following through a consultative planning process:

(a) the number of Learners to be involved;

(b) the term of the Practicum;

(c) the scope of the Practicum;
(d) the Facilities at which the Practicum will take place; and

(e) specific objectives and performance expectations for the Practicum.

3.02 The parties will accomplish the planning for Practicums by establishing several Liaisons (the "Liaisons"). The Liaisons shall be particular to the individual University Faculties, or where appropriate, to Faculty Programs and the corresponding programs in the RHA or the CLINIC(S). The parties will agree as to the form of each Liaison, which may involve the appointment of individuals to act as key contacts, or be accomplished by a committee structure. The Liaisons, however constituted, shall consult and meet as required to plan Practicums in advance of the expected commencement dates. The Liaisons will communicate regularly to ensure specific objectives and performance expectations are being met, required evaluation is conducted, and initiate any changes required during the course of a Practicum.

In the case of the University’s Faculty of Medicine, the Liaison will involve the joint appointment of a local Site Lead at each Facility. The Site Leads will draw upon the support and advice of a single Coordination Committee, composed of representatives of all parties, and which will have general oversight of all Practicums related to the Faculty of Medicine within the Prairie Mountain Health region.

3.03 In planning for Practicums the parties shall be conscious of and use best efforts to meet the requirements for accreditation of the particular Faculty Program, or Facility. The parties will cooperate to maintain accreditation, and to the extent permitted by the accrediting agency, make the results of accreditation reviews available to each other.

Article 4 - Practicum Scope & Limits

4.01 Without limiting the rights of the RHA and those of the CLINIC(S) otherwise contained in this Agreement, the RHA and the CLINIC(S) shall each have the right to stipulate those portions of the Facilities which may be used by Learners from time to time and the times during which those Facilities so designated may be used. The UNIVERSITY acknowledges that the delivery of health care services is the primary and overriding concern of each of the RHA and the CLINIC(S) and that nothing in this Agreement shall be construed as limiting the ability of the RHA and the CLINIC(S) to devote their respective resources to that principal objective.

The UNIVERSITY also acknowledges that the Facilities will be similarly used for the education of learners of other institutions and that the UNIVERSITY is not, by this Agreement, acquiring any specific or exclusive right to use the Facilities for the education of its Learners.
4.02 With the agreement of the appropriate Liaisons (or Site Leads), it is understood and anticipated that Practicums may be modified to allow Learners to assist and respond to urgent public health requirements or other emergencies. So long as the proposed work fits within the scope of a recognized class or academic program of the UNIVERSITY, Learners may have their Practicums modified to assist the RHA or the CLINIC(S) with such urgent situations. This may represent a response to requirements under The Public Health Act, and/or work and training at temporary CLINIC(S) established to deal with an urgent situation.

4.03 Subject to availability (as determined by the RHA or the relevant CLINIC, whichever is applicable), during the term of this Agreement the UNIVERSITY and its Learners may, upon specific request, and upon receipt of prior approval of the RHA or the CLINIC (whichever is applicable):

(a) use conference room space at the Facilities used by the corresponding RHA or CLINIC programs;

(b) purchase food in the RHA or the CLINIC cafeterias;

(c) use designated RHA or CLINIC change room/locker space, if available;

(d) use instructional material and equipment belonging to the RHA or the CLINIC;

(e) purchase parking in designated parking areas, if available;

(f) have use of reasonable space for study and other academic activities; and

(g) use other facilities in the RHA or the CLINIC typically available to the RHA or the CLINIC staff.

All in accordance with the policies, rules and procedures established from time to time by the RHA or the CLINIC(S). The availability and utilization of such resources may vary over time and throughout the various Facilities.

4.04 Notwithstanding anything to the contrary in this Agreement, each of the RHA and the CLINIC(S) shall have the right, at all times and in its sole discretion to refuse any Learner access to the Facilities for the purposes of the Practicum. Once any party has refused access to a Learner in accordance with this clause, such Learner shall not return to the Facilities for the purposes of the Practicum without the express prior written consent of the party placing the restriction.

4.05 Notwithstanding anything to the contrary in this Agreement, the UNIVERSITY shall have the right at all times and in its sole discretion to withdraw Learners from a Practicum.
Article 5 - University Responsibilities

5.01 During the term of this Agreement the UNIVERSITY shall, to the best of its abilities, recognizing that it may not have staff on-site at the RHA or the CLINIC(S):

(a) Identify the UNIVERSITY lead for each Faculty or Faculty Program (or appoint a Site Lead), and provide current contact information to the remaining parties and their Liaisons;

(b) Request the President to recommend appropriate University appointments to the Board of Governors for all those RHA and CLINIC staff engaging as preceptors or in other significant educational roles during a Practicum;

(c) With assistance from the RHA and the CLINIC(S), and through the appropriate Liaison, ensure that its teaching staff are familiarized with each Practicum, the Facilities, and the relevant policies and rules of the RHA and each of the CLINIC(S);

(d) With assistance from the appropriate Liaison (or Site Lead), coordinate an orientation for the UNIVERSITY’s teaching staff involved in Practicums;

(e) Ensure that Learners in regulated professions are duly registered with the appropriate professional governing body (if necessary), and entitled to perform the work expected during the Practicum;

(f) Make reasonable efforts to have Learners participating in a Practicum obtain any criminal record checks (including child abuse registry checks or other similar requirements) required by any party;

(g) Confirm that all Learners participating in a Practicum are Canadian Citizens, or otherwise have appropriate immigration status to allow for them to participate in the Practicum;

(h) Take all reasonable precautions to ensure that the Learners participating in the Practicum are in good health and do not pose a danger to patients, including having all the immunization and testing’s required by the RHA and the CLINIC(S) at all times while doing their Practicum;

(i) At the discretion of the relevant Faculty or Faculty Program, provide funding to the Learner for one or more return trips from Winnipeg to the Facility where the Practicum will occur;
(j) If the UNIVERSITY requests that accommodation be provided to a Learner, to pay its agreed share of the costs, at least quarterly;

(k) While retaining overall responsibility for the education, training and supervision of the Learners, to coordinate with the RHA and the CLINIC(S) to share responsibility to instruct, evaluate and supervise the Learners during the Practicum within the context of the regular operation of the area in which the Practicum is occurring;

(l) While recognizing that the RHA and the CLINIC(S) retain overall responsibility for the care, treatment and safety of all patients/clients in their respective care, to take all reasonable precautions to ensure that the Learners have the necessary training and preparation to properly care for any patients/clients to which they are assigned; and

(m) Through the appropriate Liaison (or Site Lead) and Facility Manager, seek input from the RHA and the CLINIC(S) to assist with the evaluation of each Practicum.

5.02 The UNIVERSITY acknowledges and understands that certain RHA or CLINIC patients/clients may choose not to receive services from Learners or otherwise participate as part of a Practicum.

5.03 During the term of this Agreement, the UNIVERSITY, its employees, agents, contractors and the Learners involved in the subject matter herein shall abide by all applicable laws and by all by-laws, policies, rules and regulations applicable to the RHA or the CLINIC(S) of which they are made aware.

5.04 The UNIVERSITY shall keep confidential, and shall ensure that reasonable efforts are employed to require Learners to keep confidential, all patient related information and all information related to the business, operations and personnel of both the RHA and the CLINIC(S) which it or its Learners or staff acquire during any Practicum.

5.05 The UNIVERSITY acknowledges the importance of the confidentiality of personal health information in accordance with The Personal Health Information Act, C.C.S.M. c. P33.5, and the regulations there under ("PHIA"), The Freedom of Information and Protection of Privacy Act, C.C.S.M. c. F175, and the regulations there under ("FIPPA") and the federal statute, the Personal Information Protection and Electronic Documents Act ("PIPEDA"). Any Learner who may, during the course of a Practicum, gains access to personal health information shall be required to attend a PHIA orientation session provided by the UNIVERSITY. The Learner shall be required to sign a RHA pledge of confidentiality. A PHIA learner card will be provided to the Learner as confirmation of compliance with PHIA training. The RHA is responsibility for maintaining the signed pledge of confidentiality. Any Learner who is unable to attend the PHIA orientation session at the UNIVERSITY shall attend the next
PHIA orientation session at the RHA or at another site designated by the RHA prior to commencing a Practicum. The RHA shall not be obligated to commence the Practicum until the Learner has attended an orientation session and has signed the required pledge of confidentiality.

5.06 Any of the RHA or the CLINIC(S) shall have the right to intervene and to take necessary action should a Learner member be functioning in a manner considered by any of the RHA or the CLINIC(S) to be a serious potential risk to the well-being of a patient or materially contrary to the party’s regulations, rules, policies or procedures, or contrary to PHIA. The concerned party, in consultation with the UNIVERSITY, will determine if a Learner or a supervising UNIVERSITY staff member should be prohibited from the Facility and shall notify the UNIVERSITY of its decision.

5.07 Unless the Liaison agrees otherwise, all Learners being placed pursuant to this Agreement shall be required by the UNIVERSITY to sign a Practicum Agreement in the form attached hereto as Schedule “A” prior to commencing any Practicum. Whether or not a Practicum Agreement is to be signed, the UNIVERSITY shall take reasonable steps to ensure that Learners are aware of the contents of such Practicum Agreement. The UNIVERSITY will maintain the executed Practicum Agreements on file for a minimum of 5 years following the completion of the Practicum.

Article 6 - The RHA and the CLINIC(S) Responsibilities

6.01 During the term of this Agreement the RHA and each of the CLINIC(S) shall:

(a) Identify a lead contact for each Faculty Program (or appoint a Site Lead), and provide current contact information to the remaining parties and their Liaisons;

(b) To the extent permitted by applicable laws, and the by-laws, policies, rules and regulations of the relevant party (including the right of patients to confidentiality) and to the extent reasonably necessary to achieve the objectives of a Practicum, provide the Learners with information regarding patients;

(c) Through the relevant Liaisons (or Site Leads), Facility Manager or other appropriate person, participate in the evaluation and provide performance information in respect of each Learner in a manner prescribed by the UNIVERSITY, as such requirements are communicated through the relevant Liaisons;

(d) Make orientation information relevant to the Practicum available to the Learner and the UNIVERSITY staff in order to facilitate the successful conduct of the Practicum;
(e) Orient Learners to issues related to infectious and environmental diseases to which they may be exposed during their Practicum. The orientation should include: 1) education of Learners about methods of infectious and environmental disease prevention and exposure, 2) the procedures for care and treatment after exposure to infectious or environmental diseases, and 3) the effects of infectious and environmental disease and resulting disability on a Learner’s Practicum. All Learners must receive this orientation prior to commencing Practicum activities that would place them at risk;

(f) While recognizing that the general responsibility for the education, training and supervision of the Learners rests with the UNIVERSITY, accept responsibility to instruct, evaluate and supervise the Learners during the Practicum within the context of the regular operation of the area in which the Practicum is occurring;

(g) Retain overall responsibility for the care, treatment and safety of all patients/clients in the relevant Facilities;

(h) Provide Learners with access to the Facility library (if applicable) and internet connections, as would be available to its own staff;

(i) Provide dedicated space for the learners to pursue academic activities;

(j) In the case of Practicums for Learners from the Faculty of Medicine, provide the support of an administrative assistant to the Site Lead, in an amount agreed between the relevant parties;

(k) Arrange for the provision of primary care services to Learners requiring assistance, for the duration of their Practicum, including timely and appropriate referrals for investigations or consultation;

(l) Upon request by the UNIVERSITY, provide living accommodation for Learners while on their Practicum. The cost of such accommodation will be shared between the UNIVERSITY and the RHA or the CLINIC(S) (as is appropriate), on the basis of the specific arrangements made, as negotiated from time to time.; and

(m) Convey to Learners appropriate instructions for dealing with serious or critical incidents, including reporting those incidents to the relevant Liaisons (or the Site Lead), and the Facility Manager.
Article 7 - Joint Responsibilities

7.01 Prior to the commencement of each Practicum, the parties shall jointly offer an orientation for the Learners participating in the Practicum, including familiarizing them with the Practicum, the Facilities, and the relevant policies and rules of the RHA and the CLINIC(S) (whichever is applicable).

7.02 The parties shall coordinate their efforts to ensure that Learners, throughout their Practicum, are at a minimum supervised in the manner and to the extent required by any relevant professional governing body and any relevant accrediting agency. The learning environment includes formal learning activities as well as attitudes, values, and informal “lessons” conveyed by individuals with whom the Learner comes into contact. In the case of the Faculty of Medicine, the UNIVERSITY will provide “professionalism handbook” to assist with the assessment of its Learners’ informal training.

7.03 The parties shall cooperate to ensure that Learners are capable of using software and computers systems required during the Practicum.

The RHA or the CLINIC(S) (whichever is applicable) will manage Learner accounts and access software upon request from the UNIVERSITY. The RHA or CLINIC will obtain all necessary licences and create a user account with permissions/security for that Learner type and send the account information to the UNIVERSITY. The account will be valid for the length of the Practicum, as indicated in the request from the UNIVERSITY.

Article 8 - Insurance

8.01 The RHA, the CLINIC(S) and the UNIVERSITY shall each maintain comprehensive general liability insurance, inclusive of malpractice coverage, for a minimum of two million dollars per occurrence, for the purposes of this Agreement and each of the RHA, the CLINIC(S) and the UNIVERSITY shall provide proof of insurance coverage upon the request of any other party. The RHA and/or the CLINIC(S) shall be at liberty from time to time to require that the UNIVERSITY provide additional coverage up to a maximum of five million dollars upon such terms and in such amounts as may appear necessary or prudent at such time.

8.02 As students under The Workers Compensation Act (Manitoba), Learners engaged in a Practicum are covered for physical injuries in accordance with and subject to the provisions of the legislation. In the event of an injury during the Practicum, the appropriate Liaison, Site Lead or other designate, shall promptly contact the Faculty or Faculty Program Liaison to ensure that coverage under The Workers Compensation Act is secured.
Article 9 - Indemnification

9.01 The UNIVERSITY agrees to hold harmless the RHA, its employees and agents from any and all losses, claims, demands, actions, costs, expenses, judgments or damages in any way caused by a breach of the UNIVERSITY's obligations under this Agreement or as a result of the negligence or wilful act or omission of the UNIVERSITY, its servants, agents, employees and Learners.

9.02 The UNIVERSITY agrees to hold harmless each of the CLINIC(S), its employees and agents from any and all losses, claims, demands, actions, costs, expenses, judgments or damages in any way caused by a breach of the UNIVERSITY'S obligations under this Agreement or as a result of the negligence or wilful act or omission of the UNIVERSITY, its servants, agents, employees and Learners.

9.03 The RHA agrees to hold harmless the UNIVERSITY, its employees, Learners and agents from any and all losses, claims, demands, actions, costs, expenses, judgments or damages in any way caused by a breach of the RHA's obligations under this Agreement or as a result of the negligence or wilful act or omission of the RHA, its servants, agents and employees.

9.04 The CLINIC(S) each severally agree to hold harmless the UNIVERSITY, its employees, Learners and agents from any and all losses, claims, demands, actions, costs, expenses, judgments or damages in any way caused by a breach of the CLINIC's obligations under this Agreement or as a result of the negligence or wilful act or omission of the CLINIC, its servants, agents and employees.

9.05 Neither the RHA, the CLINIC(S), nor the UNIVERSITY shall require a Learner to perform any task unless such task might reasonably be expected to be within the scope of the training and ability of an average Learner at the same stage in the Learner's training.

Article 10 - Educational Conditions

10.01 All parties agree that:

(a) The UNIVERSITY, the CLINIC(S) and the RHA will encourage professional development for UNIVERSITY staff involved in the teaching of Learners and other educational assistance to the extent feasible with due consideration for the respective responsibilities of the UNIVERSITY, the CLINIC(S) and the RHA;

(b) The Learners, while at the Facilities, shall at all times remain and be considered students of the UNIVERSITY; and

(c) the parties will cooperate in on-going evaluation of each Practicum through the appropriate Liaisons (or Site Lead).
Article 11 - Access to Information and Protection of Privacy

11.01 The RHA and the UNIVERSITY are subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA"). Records and information collected, used, disclosed and retained by or disposed of by either the RHA and/or the UNIVERSITY under this Agreement are subject to the provisions of FIPPA.

Article 12 - Notice

12.01 Wherever in this Agreement notice is required to be sent to the RHA such notice shall be sent to the RHA at the following address:

Prairie Mountain Health
192-1st Avenue West
Box 579
Souris MB R0K 2C0
Attention: Chief Executive Officer

and any such notice mailed or delivered shall be deemed to be received by the RHA on the date of its delivery.

12.02 Wherever in the Agreement notice is required to be sent to the UNIVERSITY, such notice may be sent to:

The University of Manitoba
202 Administration Building
Winnipeg, MB R3T 2N2
Attention: Vice-President (Administration)

With a copy to:

Faculty of Medicine
The University of Manitoba
Office of the Dean of Medicine
260-727 McDermot Avenue
Brodie Centre
Winnipeg, MB R3E 3P5
Attention: Dean

and any such notice mailed or delivered shall be deemed to be received by the UNIVERSITY on the date of its delivery.

12.03 Wherever in the Agreement notice is required to be sent to the CLINIC(S), such notice may be sent to the address indicated on Schedule "B", and any such notice mailed or delivered shall be deemed to be received by the CLINIC(S) (or each of them) on the date of its delivery.
12.04 Either party hereto may change its address by notice in writing served upon the other parties. The contacts for service or notice shall not have the authority to amend or waive any provisions of this Agreement unless specifically authorized by the parties to do so in writing.

**Article 13 - Miscellaneous**

13.01 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13.02 This Agreement shall be construed and governed by the laws of the Province of Manitoba and the parties attorn exclusively to the jurisdiction of the courts of that Province.

13.03 This Agreement may not be assigned except with the written permission of all parties.

13.04 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, such provision shall be deemed severed from the Agreement, and the remainder of the Agreement shall remain in force, so long as its substantive intent is preserved.

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

13.06 This Agreement constitutes the entire agreement between the RHA, the CLINIC(S) and the UNIVERSITY with respect to the subject matter hereof and supersedes and terminates all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

13.07 Sections which, by their nature, are intended to survive the expiry or termination of this Agreement shall survive.

13.08 The parties may amend any provision of this Agreement at any time by mutual agreement in writing.

13.09 This Agreement may be executed in two or more counterparts, and delivered by facsimile or electronic transmission. The counterparts, when taken together shall form one and the same Agreement.
13.10 Where a representative of RHA has executed this Agreement on behalf of the CLINIC(S), the representative warrants that he/she is authorized to sign on behalf of the CLINIC(S) and able to bind the CLINIC(S) in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, effective on the date first written.

PRAIRIE MOUNTAIN HEALTH

Per: __________________________
Penny Gilson, Chief Executive Officer

THE UNIVERSITY OF MANITOBA

Per: __________________________
Paul Kochan, Vice-President (Administration)

Per: __________________________
Dr. Brian Postl, Dean, Faculty of Medicine

AFFILIATED CLINICS
Shall execute this Agreement on Schedule “B”
Schedule "B"
AFFILIATED MEDICAL CLINICS

The Brandon Clinic
620 Dennis Street
Brandon MB R7A 5E7
Attention: Administrator

The Brandon Clinic
Per:

_________________________
Schedule "B"
AFFILIATED MEDICAL CLINICS

Western Medical Clinic Medical Corporation
144 – 6th Street
Brandon MB R7A 3N2
Attention: Administrator

Western Medical Clinic Medical Corporation
Per:

_________________________
Schedule “B”

AFFILIATED MEDICAL CLINICS

East Parkland Medical Group
Box 310
Ste Rose du Lac, MB R0L 1S0
Attention: Administrator

East Parkland Medical Group
Per:

_________________________________
Schedule “B”
AFFILIATED MEDICAL CLINICS

Grandview Medical Clinic
644 Mill St
Grandview, MB
Attention: Administrator

Grandview Medical Clinic
Per:

______________________________
Dauphin Medical Clinic
622 – 3rd St SW
Dauphin, MB
Attention: Administrator

Dauphin Medical Clinic
Per:

_________________________________________
Schedule "A"
PRACTICUM AGREEMENT

TO: LEARNERS WISHING PLACEMENT IN A FACILITY AFFILIATED WITH A RURAL HEALTH AUTHORITY OR CLINIC

THE UNIVERSITY OF MANITOBA (the "UNIVERSITY") and most rural health authorities and rural clinic(s) in Manitoba (the "RHA's") have entered into Agreement(s) relating to the practical training of UNIVERSITY Learners within the RHA affiliated facilities ("Practicums"). Prior to starting a Practicum, you are required to read and sign this Agreement. This document describes your responsibilities during your Practicum and other important information you should know.

By signing this Agreement, I agree to the following:

1. I understand that my Practicum may not compromise patient/client care or client service objectives of the RHA to which I am assigned.

2. I understand that the UNIVERSITY and/or the RHA have the right to require me to leave a Facility because of my performance or conduct. Moreover, the UNIVERSITY and/or the RHA may remove me from a Practicum entirely.

3. I am aware of my responsibility to maintain appropriate behaviour while in the Facility, particularly concerning patient/client privacy and confidentiality of patient/client records and the operations of the RHA and its affiliated facilities. I am aware of my obligations under Manitoba’s Personal Health Information Act and Freedom of Information and Protection of Privacy Act. All such information is confidential and cannot be communicated, except as permitted by the applicable policies and rules of the RHA and as allowed by law. I will not disclose or discuss what I see or hear, or pass on information from written or electronic records concerning any patient/client, except for the purposes of patient/client care or service. If confidentiality is breached, I understand that the penalty may include termination of my participation in the Practicum. I understand that I may be required to undergo privacy related training and sign a pledge of confidentiality. I understand these obligations of privacy and confidentiality extend to all venues, including my use of social media.

4. I acknowledge that a patient/client has the right to refuse to be a participant in a Practicum.

5. I will be assigned patient/client care or service responsibilities only to the degree commensurate with my level of ability, and optimum learning will be provided without diminishing the quality of patient/client care or service. I will not undertake or perform any task which is outside the scope of the responsibilities specifically assigned to me. If I believe a task is beyond my level of ability or learning, I will immediately inform my supervisor.

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6. In addition to all UNIVERSITY policies, procedures and regulations, I am subject to all relevant policies, procedures and regulations of the RHA and its relevant affiliated facilities. I understand that it is my responsibility to become familiar with all applicable rules.

7. I agree to be subject to all policies of the UNIVERSITY and the RHA relating to immunizations and infectious disease testing. Prior to commencing a Practicum, and at my own expense, I agree to obtain all immunizations and infectious disease testing required by the UNIVERSITY and the RHA. I understand that the UNIVERSITY or RHA may prohibit me from participating in a Practicum if I do not obtain the required immunizations, testing, or if I have contracted an infectious disease of concern in context of the Practicum.

8. Prior to commencing a Practicum, I agree to obtain any required criminal record checks (including child abuse registry checks or other similar requirements). I will disclose in writing any change my to criminal reference check previously submitted to the UNIVERSITY. I agree that the UNIVERSITY may share this information with the RHA. I acknowledge that either the UNIVERSITY or the RHA may refuse my access to the Practicum should I have a criminal record of concern.

9. Other than the workers compensation coverage arranged by the UNIVERSITY on my behalf, neither the UNIVERSITY nor the RHA are responsible for obtaining health or disability insurance coverage for me. Neither the UNIVERSITY nor the RHA (each individually referred to herein as the "Party") accept any responsibility for the risk of accidental injury not caused by the Party or by the Party's agents, employees, representatives or volunteers, that I may incur during my RHA placements.

Signed by:

_________________________________________________________________________________
Learner

_________________________________________________________________________________
Date