**THIS AFFILIATION AGREEMENT CONCERNING**

 **CLINICAL EXPERIENCE FOR STUDENTS**

 **IN HEALTH RELATED PROGRAMS**

 **[DATE]**

**BETWEEN:**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS**

**AND TECHNOLOGY**

**hereinafter called the “College”**

**-and-**

 **[AGENCY NAME]**

**hereinafter called the “Agency”**

and the College and the Agency are collectively referred to as “the Parties"

**RECITALS**

**WHEREAS** the College desires to affiliate with the Agency in order to provide students practical or clinical experience in an agency setting; and

**WHEREAS** the Agency desires to affiliate with the College in order to enhance its level of operation and its profile by the presence of Students gaining practical or clinical experience in the Agency’s setting; and

**WHEREAS** the Agency has agreed to make available to the College certain facilities for Students practical or clinical experience in an agency setting;

**NOW THEREFORE**, by mutual consent, the College and the Agency agree to the following:

**DEFINITIONS**

**THIS AGREEMENT** means this agreement as it may be amended under Section 8; and a renewal of this Agreement under Section 10.

**STUDENT(S)** means a person(s) enrolled in a College Health Related or other program, and assigned a work placement in that program for practical or clinical experience with the Agency pursuant to this Agreement.

**INTERPRETATION**

1. The headings in this Agreement are for convenience only and do not form a part of this Agreement. These headings are not intended to interpret, define, or limit the scope, extent or intent of this agreement or any of its provisions.
2. A reference to a section or subsection or clause, is to the specified section or subsection or clause of this Agreement, unless otherwise expressly stated or the context otherwise requires.

1. A reference to a statute is to that statute and regulations made thereunder as such statute and regulations made thereunder may at any time be amended and in effect, and to any statute or regulations thereunder that may be passed and have the effect of supplementing or superseding such statute or its regulations.
2. Nothing in this Agreement limits the Agency’s authority to coordinate and control the activities of teachers and Students during a work placement.
3. Nothing in this Agreement limits the Agency’s primary responsibility for, and its overall authority over, the care and safety of patients or clients in the Agency.

**IMPLEMENTATION**

6. This Agreement shall be in effect from [START DATE] up to and including [END DATE].

1. (1) Subject to subsection 7(2), a party may terminate this Agreement, solely

by giving the other party three months prior notice in writing of termination of this Agreement.

(2) Where termination of this Agreement under subsection 7(1) would prevent a Student from completing the practical or clinical phase of the program, the terminating party agrees to make reasonable efforts to provide the Student the opportunity and the facilities to complete the practical or clinical phase of the program.

1. The Parties may, by mutual consent, amend this Agreement at any time. Any amendment must be in writing, signed by the Parties authorized signing authorities, and attached hereto.
2. In circumstances beyond the control of the Agency, resulting from a community disaster, fire, labour strike, or any other event by which the Agency’s continuing provision of facilities under this Agreement would substantially interfere with the Agency’s duty of care to its patients or clients, the Agency may immediately suspend its obligations under this Agreement until the Agency determines that the facilities are again suitable for use by the College.
3. The Parties may, by mutual written consent, renew this Agreement for one additional period of up to three (3) years. The letter of renewal or renewal document must be signed by the Parties authorized signing authorities, and it must be attached hereto.

**ADMINISTRATIVE OBLIGATIONS**

1. (1) Subject to subsection 11(2), the College shall comply with those requirements concerning immunization of Students and for which an educational institution is responsible, under the Ontario Agency Association Communicable Diseases protocols, and all formal adoptions thereof by the Agency.

(2) The Agency shall:

(a) provide the College with the protocols and adoptions referred to in subsection 11(1), and

(b) ensure that these documents are attached to this Agreement.

1. The College shall ensure that its Students meet the particular discipline/programs requirements for compulsory education.
2. The College shall ensure that criminal reference checks or vulnerable sector checks of Students are obtained where necessary in accordance with the procedure established by the College, for the conduct of these checks.
3. The College shall provide and maintain for Students, Workplace Safety and Insurance Board (WSIB) Compensation Coverage, pursuant to the Workplace Safety and Insurance Act, 1997 or equivalent private insurance for agreements where the WSIB does not have jurisdiction.
4. When a Student sustains an injury related to work placement with the Agency and that injury results in treatment by a medical practitioner or lost time for the Student from the work placement, the Parties shall advance and complete the reporting process to the WSIB or private insurance provider, as follows:

(a) Within 24 hours after the accident, the Agency shall provide the College with the necessary information to complete the WSIB Form 7 (Employer’s Report of Injury) or the private insurer’s accident report form as well as a duly signed Letter of Authorization to Represent Placement Employer. The College department shall send the documentation to the College’s Manager of Occupational Health and Safety; and

(b) The College shall file the Form 7 with the WSIB. For agreements that are not under the WSIB jurisdiction, the college shall file the private insurer’s accident report.

1. (1) Subject to subsection 16(2), a party may discontinue its provision of a particular discipline/program within the clinical phase of the program by giving the other party three months notice in writing of the discontinuance of the particular discipline/program.

(2) Where the Agency provides notice under subsection 16(1), the Agency is no longer obligated to provide facilities for the particular discipline/program specified in the notice, except,

(a) where the discontinuance of that discipline/program would interfere with, or prevent, a Student who is currently in the clinical phase of the program from completing the clinical phase of the program. In such instance,

(i) the Agency shall make reasonable efforts to provide the Student the opportunity and the facilities to complete the clinical phase of the program; and

(ii) the notice of discontinuance is temporarily suspended until the Student completes the clinical phase of the program; and

(iii) the notice of discontinuance revives when the Student completes the clinical phase of the program.

**TRAINING AND CLINICAL OBLIGATIONS**

1. The College shall make available qualified teachers who are responsible for the program of instruction and for collaboration with appropriate Agency personnel in matters of planning, the selection and evaluation of a Student, and a Student’s practical or clinical experiences.
2. The College shall ensure that its teachers, referred to in Section 17, confer regularly and frequently with the Agency’s designated and particular discipline leader or its equivalent, and with other Agency staff, for the purpose of establishing and maintaining mutually beneficial relationships.
3. The Agency and the College assume a shared responsibility for the Students practical or clinical experiences. The Agency’s field instructors shall assume primary responsibility for the direct supervision of Students in the field. The College’s teachers are available as resources to the Students and the Agency’s field instructors and have responsibility for ensuring that the learning objectives are appropriate to the expectations of the placement. In conjunction with feedback from the Agency’s field instructors, the College’s teachers shall be responsible for determining the final evaluation of the Students’ performances during the placement.
4. The College shall submit to the Agency a proposed schedule of Student assignments in writing that,

(a) includes the dates of the work placement, the numbers of Students and teachers involved in the work placement, and the College’s desired objectives in respect of the work placement; and

(b) is submitted with advance notice sufficient to provide the Agency a reasonable period of time to determine whether it approves the College’s schedule.

1. The College shall ensure that its teachers and Students:

(a) observe, in accordance with the Agency’s policies, a patient’s right to complete confidentiality of any information concerning that patient and to which teachers or Students may have access, regardless of the form of that information; and

(b) comprehend the Agency’s responsibility to protect and maintain this confidentiality.

1. The College shall provide the Agency ongoing feedback on the effectiveness of the practical or clinical experience, from the perspectives of Students and teachers.
2. The College shall notify the Agency when a Student is unable to continue in the practical or clinical phase of the program.
3. For the purposes of planning and scheduling Student placement rotation, in the Health Related Programs, the College and the Agency will respect the process, policies and procedures in place at the Clinical Resources Committee. This committee is a sub-committee under the direction of the Ottawa-Carleton Council of Nurse Executives whose responsibilities include coordination, identification and confirmation of Student placement according to the Agency’s pre-set specifications and guidelines.
4. The Agency, where applicable and through its particular discipline leader or equivalent, shall determine in cooperation with the College and other training bodies, the minimum standard for the ratio of Students and teachers in each discipline/program.
5. The Agency is entitled to intervene in instances where a Student is functioning in a manner that the Agency considers potentially dangerous to the well-being of a patient or client.
6. The Agency shall:

(a) provide emergency first aid care to a Student or instructor who is injured while on duty, or who may become ill; and

(b) report any serious accident to the College.

**INDEMNITY AND INSURANCE**

1. (1) The College shall indemnify and save harmless the Agency from all claims for damages or injuries, incurred as a result of negligence that is attributable to the College, its directors, officers, employees, volunteers, faculty members, teachers, coordinators, and Students, solely with respect to this Agreement.

(2) The Agency shall indemnify and save harmless the College from all claims for damages or injuries, incurred as a result of negligence that is attributable to the Agency, its directors, officers, employees, volunteers, and coordinators solely with respect to this Agreement.

 (3) The College and the Agency shall procure and maintain throughout the duration of this Agreement, at their own expense, at least the following insurance coverage:

(a) $11 million dollars Commercial General Liability insurance coverage that includes coverage against: bodily injury and property damage liability; personal and advertising injury;

non-owned automobile; and cross liability and severability of interest; as well as

(b) $5 million dollars Medical Malpractice Liability insurance coverage.

1. (1) The College shall include the Agency as an additional insured in its Commercial General Liability insurance policy, but only for vicarious liability arising from the acts or omissions of the College, its directors, officers, employees, volunteers, faculty members, teachers, coordinators, and Students with regards to this Agreement.
2. The Agency shall include the College as an additional insured in its Commercial General Liability insurance policy, but only for vicarious liability arising from the acts or omissions of the Agency, its directors, officers, employees, volunteers, faculty members, teachers, coordinators, and students with regards to this Agreement.
3. The Parties shall provide proof of the above coverage in the form of a certificate of insurance prior to the commencement of this Agreement and at any time throughout the Agreement upon 7 days written notice; and this proof shall form part of this Agreement. Such certificate of insurance will include a provision wherein each party will be given a prior written notice equivalent to 30 days in the event of cancellation of the other party’s insurance coverage.

30. Any notice to be given under this Agreement shall be personally delivered or sent by prepaid registered mail addressed to the Parties at their respective addresses or by facsimile transmission, as follows:

 To the College at:

The Algonquin College of Applied Arts and Technology

1385 Woodroffe Avenue

Ottawa, ON K2G 1V8

Email: lefebvd@algonquincollege.com

Tel number: 613.727.4723 ext. 5794

Attention: Denis Lefebvre, Business Administrator

* 1. To the Agency at:

[Name]

 [Number & Street Name]

 [City, Province Postal Code]

Email: [Contact persons email address]

Tel number: [Contact person telephone number]

Attention: [contact person’s name & title]

**MISCELLANEOUS**

31. The Parties hereto are neither partners, nor are they engaged in any joint venture in relation to this Agreement and nothing herein shall be construed so as to imply a partnership or joint venture between the Agency and the College.

1. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
2. Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
	1. the legality, validity or enforceability of the remaining provisions of this Agreement; or
	2. the legality, validity or enforceability of that provision in any other jurisdiction.
3. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

**ENTIRE AGREEMENT**

1. This Agreement constitutes the entire agreement of the Parties.

 IN WITNESS WHEREOF the Parties hereto attest to this Agreement by the hands of their authorized signing officers of this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

[AGENCY NAME]

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 [Signing Authority]

Signature Position [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 [Signing Authority]

THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY:

Signature Position: Director of Fin. & Admin. Services

 Cathy Dempsey

Signature Position: Dean, FHPSCS

 Barbara Foulds

List of Appendices:

Appendix A – Affiliation Agreement: Health Related Programs included in Agreement

**APPENDIX “A”**

**Affiliation Agreement: Health Related Programs included in Agreement**

This Affiliation Agreement has been established for the following programs:

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| --- | --- |
| Academic Pathways | Medical Radiation Technology |
| Advanced Care Paramedic Program | Massage Therapy |
| Applied Museum Studies | Non-Registered Nurse Upgrading |
| Autism and Behavioral Science | Paramedic Program |
| Baccalaureate Nursing | Patient Care Assistant |
| **BScN programs - Ottawa** | Personal Support Worker |
| **BScN programs - Pembroke** | Police Foundations |
| Child and Youth Worker | Practical Nursing |
| Critical Care Nursing | Pre-Service Firefighter |
| Dementia Studies | Registered Nurse Operating Room |
| Dental Assistant | Registered Nurse Refresher |
| Dental Hygiene | Registered Practical Nurse Refresher |
| Developmental Services Worker | Respiratory Therapy |
| Early Childhood Education | Social Service Worker |
| Emergency Care Nursing | Sterile Supply Processing Program |
| Fitness and Health Promotion | Victimology |
| Library Information Technician |  |
| Medical Diagnostic Ultrasonography |  |