# **AFFILIATION AGREEMENT**

CONCER			AL EXPERIENCE FOR
		BETWEEN:	
-	Nam	e of Academic Institution	on
	herein after	called the "University	/College"
		AND:	
	THE	OTTAWA HOSPITA	AL.
	herein	after called the "Hosp	pital"
EFFECTIVE:			
	Year	Month	Day

#### Definitions:

- 1. "Educational Institutions" refers to institutions conducting undergraduate and or graduate health professional programs.
- 2. "Clinical Resources Committee" is a standing committee of the Ottawa Council of Nurse Executives, OCNE. The Committee allocates all field placements of nursing students in in-patient areas of the Hospital and in community agencies. (*Nursing only*)
- 3. "Teacher/Professor" refers to qualified members of the University/Colleges' Health Sciences or Applied Arts Division (including JOINT APPOINTMENTS with the Hospital or designated individuals within the Hospital context) assigned by the Head of his/her respective departments to plan, teach, evaluate and supervise the learning experiences of enrolled students.
- 4. "Clinical Area" means a specific geographic area of the Hospital devoted to the diagnosis, treatment and care of patients on an in-patient, out-patient or day-care basis.

## The University/College conducts Health Professional Programs leading to:

- 1. A diploma program for the preparation of registered nurses or registered practical nurses:
- 2. Baccalaureate program for the preparation of registered nurses;
- 3. Post-diploma, Graduate, & Post-Graduate programs for registered nurses; and
- 4. An ambulance attendant or Paramedic program.

#### Obligations of Hospital:

- 1. Provide an organized orientation program at specific times for assigned teachers or students in order that they may become familiar with Hospital philosophy, objectives, policies and procedures and physical environment.
- 2. Notify the appropriate University/College administrator of problems with students or staff, and where critical, intervene when a student or teacher may be functioning in a manner considered by the Hospital to be of potential danger to the well-being of the patient or contrary to current legislation or the Hospital's policies, by-laws, regulations and procedures.
- 3. Have the right to refuse the assignment of a clinical area(s) for educational purposes to students or teachers for causes deemed in its sole discretion to

- be justifiable. The Hospital shall advise the University/College of the reason for such action.
- Have the right to temporarily suspend the use of facilities in view of the obligation of the Hospital to provide optimum care to patients/clients at all times.
- 5. Make available to teachers and students of the University/College, subject to such conditions as may be determined by the Hospital, ancillary facilities such as parking, conference rooms, cafeteria facilities, dressing rooms and/or locker rooms, as well as access to appropriate library facilities and any available materials and equipment and or provide special uniforms and/or protective clothing for experience in areas where such garments may be required by Hospital regulations. Where identified, arrangement shall be made for the Hospital to be compensated financially on a cost-recovery basis.
- 6. Provide appropriate opportunities for regular meetings between Hospital and University/College staff, in order to evaluate the clinical experience.
- 7. To the extent possible consistent with Hospital priorities, co-operate with accrediting or approving agencies reviewing University/College programs with clinical components.
- 8. Designate the clinical areas to be used for learning experience and the maximum number of students who at any time shall attend a clinical area, the times and days available, and shall notify the University/College at designated times.
- 9. Confirm in writing to the Clinical Resources Committee the clinical areas available, by June 30<sup>th</sup> of each year for the fall semester and by December 15<sup>th</sup> for the winter semester or other dates as deemed appropriate.
- 10. Jointly with University/College staff, plan, supervise and evaluate the pregraduate consolidation experience for nursing students using a preceptorship model.
- 11. Provide the day-to-day supervision of students in the final semester of the Nursing Program with University/College teachers available or on call for consultation.
- 12. Comply with standards as set out in the Occupational Health and Safety Act and WHMIS Regulations.
- 13. The Hospital will make available emergency first aid care to students who may become ill or who may be injured on duty. Reports of any serious illness or work related accident would be sent to the University/College as per WSIB guidelines.

## Obligations of the University/College

- 1. Have the overall responsibility for the student's performance, in all programs.
- 2. Arrange for teachers and or students to attend scheduled orientation programs prepared by the Hospital to assist the effective functioning in the clinical areas.
- Ensure that the students receive an orientation program and that students abide by the philosophy, objectives, policies, rules and regulations of the Hospital.
- 4. Instruct its teachers and students to strictly observe the patients' rights to confidentiality in respect to all information, both written and unwritten, to which the teachers and students may have access.
- 5. Provide an appropriate preventive health program for teachers and students, which will meet the Ontario legislative requirement and Hospital regulation.
- 6. Have the right for reasonable cause to temporarily withdraw students from the clinical area.
- 7. With the staff of the Hospital, endeavor to co-ordinate educational and service activities to promote the best interests of the patient and student. Yearly evaluation of the clinical program and clinical facilities shall be carried out.
- 8. Confirm in writing the clinical areas requested by pre-determined dates.
- Provide two weeks before each experience the names of the teachers and students, who will be in attendance in the clinical areas and ensure, except in emergency, the attendance of the teachers and students at such dates and times.
- 10. Be responsible for planning, supervising and evaluating the learning experiences of students and providing adequate instructional guidance so that patients assigned to them receive quality care and are safe-guarded against any possible harmful effects; teachers will determine the activities and responsibilities of students, but learning experiences will be determined by mutual agreement between teacher and Clinical Manager or designate from the appropriate Hospital department.
- 11. The experience for the final semester of the Nursing Program shall be planned, supervised and evaluated jointly by Nursing and educational personnel. The day-to-day supervision of the students shall be carried out by the nursing personnel and University/College clinical teachers shall be available or on call for consultation.

12. Ensure compliance with Regulation 518/88 Section 4 of the Public Hospitals Act, and the Hospital Immunization Guidelines, by adopting the tuberculosis surveillance protocol and any other such communicable disease surveillance protocol published jointly by Ontario Hospital Association and Ontario Medical Association and approved by the Minister of Health.

#### Terms of Agreement:

- 1. This AGREEMENT shall be in effect commencing \_\_\_\_\_ and shall thereafter continue from year to year, unless either Party gives notice of termination or amendment at least four months in advance of any anniversary date of the AGREEMENT.
- 2. Where notice of termination has been given pursuant to paragraph 1., such termination shall not take effect during any clinical placement.
- 3. Notwithstanding the continuing nature of this AGREEMENT, the Parties shall review its terms every five (5) years on or before the anniversary date.
- 4. In the event that this AGREEMENT between the University/College and the Hospital is terminated, all Letters of Agreement appended as Appendices to this AGREEMENT shall terminate at the same time, save as to such provisions as the Parties may agree with respect to any clinical placement.

## **Indemnification**:

1. The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributable to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this Agreement.

#### Insurance:

1. The University/College agrees to maintain comprehensive third party and medical Malpractice, Bodily Injury, and Property Damage Liability Insurance in the amount of not less than \$5,000,000.00 covering claims brought against the Hospital and its employees who are involved in the clinical educational experience for bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the University/College, its officers, employees, students, agents or volunteers while on the premises of the Hospital in respect to the performance of their duties under this Master Agreement; proof of coverage shall be provided by the University/College as

- an attachment to this agreement; such coverage shall not be cancelled or materially altered without thirty days prior notice to the Hospital.
- 2. The Hospital agrees to maintain comprehensive third party Liability Insurance satisfactory to the University/College concerning claims brought against the University/College, its officers, employees and students who are involved in the clinical educational experience for bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the officers, employees or agents of the Hospital; proof of coverage shall be provided by the Hospital upon request; such coverage shall not be cancelled or materially altered without thirty days prior notice to the University/College.

## Amendment of Agreement:

This Agree	ement may l	be amended	only by an	Agreement	in writing	signed by	y the
parties.							

University / College			

<u>Attachment</u> – Certificate of Insurance to include the Limits of Liability for University/College.