

<b>Clinical Placement Misconduct Policy</b>			
<b>Policy Sponsor</b>	Provost and Vice President Academic	<b>Category</b>	Academic
<b>Policy Contact</b>	Dean, Faculty of Health Disciplines	<b>Effective Date</b>	March 16, 2022
<b>Approved By</b>	General Faculties Council	<b>Review Date</b>	March 16, 2027
<b>Approved Date</b>	March 16, 2022		

### 1. Purpose

Several programs within the Faculty of Health Disciplines (FHD) involve a clinical placement requirement as part of preparing learners for practice within a regulated health profession. Clinical training is distinct from academic and non-academic learning experiences and involves risks, obligations, and responsibilities that are not always directly analogous to those in other learning experiences. These include risks to patient safety and patient privacy interests. The Clinical Placement Misconduct Policy creates a framework under which the Faculty of Health Disciplines will address allegations of offenses during clinical placements. This is a stand-alone policy limited to clinical placements and matters of risk, ethics, and privacy; it is separate from Athabasca's Academic and Non-Academic Misconduct Policies.

Any actions or behaviours that fall under the scope of the University's Student Academic Misconduct Policy, Non-Academic Misconduct Policy, or Academic Integrity Policy will continue to be dealt with under those policies. They will be separate from any action taken under the Clinical Placement Misconduct Policy.

### 2. Scope

The scope of this policy applies to students who are: a) enrolled in an AU program or who are registered as a non-program student with AU, with a clinical placement requirement; and who b) meet the criteria for any of the listed offenses and in the practicum agreement document (appended).

### 3. Definitions

<b>Clinical Placement Offences</b>	<p>Clinical Placement Offences which may constitute misconduct include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Actions that harm or are likely to harm patient safety (including impact on patient care)</li> <li>• Violation of clinical placement (agency, health authority, University, etc.) policies and procedures</li> <li>• Words, actions or non-actions of racism, notably anti-Indigenous racism</li> </ul>
------------------------------------	--

	<ul style="list-style-type: none"> <li>• Violation of statutory regulations (profession-specific, including attempting to provide services to patients/clients which are not included in the authorized restricted activities permitted to be undertaken by members of the health profession to which the clinical placement relates)</li> <li>• Misrepresentation of licensure status (in the case of students in the Nurse Practitioner (NP) program)</li> <li>• Interfering with patient records including falsification (clinical, patient, placement)</li> <li>• Violation of statutory regulations (general) including the <i>Health Professions Act (HPA)</i>, <i>Health Information Act</i>, <i>Freedom of Information and Protection of Privacy Act</i>, and <i>Alberta Human Rights Act</i>, regulations under those Acts, and equivalent statutes and regulations in other jurisdictions which recognize educational qualifications from the University</li> <li>• Violation of Athabasca University and program policies and procedures specific to clinical placements</li> <li>• Violation of professional code(s) of ethics, and/or standards of practice including professional comportment. Violation of the applicable codes or standards may occur in many ways, including, but not limited to: inappropriate interaction with patients, peers, preceptors/supervisors' unprofessional attire, failure to communicate absences, and racist or sexist or otherwise discriminating actions or statements.</li> </ul>
<b>Clinical Supervisor</b>	The Clinical Supervisor as defined within an Athabasca University program is an individual who has agreed to provide (usually) in-person/on-site experiences that align with the course and program objectives.
<b>Patient / Client</b>	For the purpose of this policy, the terms "patient" and "client" are considered synonymous. A patient/client is any recipient of clinical service delivered by an Athabasca University student enrolled in an appropriate clinical course and placed in a clinical practicum setting as part of their normal program within the Faculty. A patient/client may be an individual, couple, family, group, or larger organizational unit. Patient/client includes students who are portraying patients/clients when working with other students learning clinical skills.
<b>Patient Safety</b>	Patient safety encompasses the entirety of the health and care of a patient, in particular, the responsibility to ensure that a patient does not come to harm due to the actions of the student. Harm may be difficult to define in its entirety and as such, this policy will consider objective indicators of harm (e.g., physical damage) and subjective indicators of harm (e.g., self-report, observations of others) to determine if a patient was harmed or it was likely that a patient could be harmed by the student's conduct. The student is also responsible to include strategies for avoiding harm and ensuring patient safety as part of their learning activities.

<p><b>Placement</b></p>	<p>A placement is any “work experience” placement approved by the appropriate AU program, contracted through the AU contracts office, and attended by the student in order to complete practical training related to their degree pathway. Placement is also defined as any clinical training course where other students are taking turns as the patient/client for learning purposes. This includes but is not limited to the Master of Nursing: Nurse Practitioner (MN: NP) practical skills courses, the Master of Counselling (MC) program skills training courses, and all practical courses and placements including lab work, site placements, and preceptorships, whether online (virtual, video, text, email), blended, or face-to-face.</p>
<p><b>Preceptor</b></p>	<p>A Preceptor for an Athabasca University program is an individual, normally working for an agency/health authority/clinic/etc, commonly in a hospital or nursing training setting, who provides (usually) in-person experiences that align with the course and program objectives and outcomes.</p>

#### 4. Guiding Principles

- 4.1. The determination and treatment of Clinical Placement Offences under this policy will align with the current practice used by regulators of the profession(s) involved including, but not limited to the:
- a) College of Registered Nurses of Alberta (CRNA)
  - b) College of Alberta Psychologists, and
  - c) College of Counselling Therapists of Alberta
- 4.2. Remediation, where possible, is the preferred route to resolution in alignment with the *Health Professions Act (HPA)* provisions for remedial approaches to discipline. It is the current norm in Alberta Health professions to address issues collaboratively between a patient, the health professional, and other interested parties.
- 4.3. Clinical Placement Offences attempted or committed by students shall be grounds for disciplinary action by the University.
- a) The University reserves the right, notwithstanding anything contained herein, to refer any clinical placement offenses to the appropriate regulatory body, as the University deems appropriate. Note: Some contexts may fall under mandatory reporting obligations (e.g., a regulated professional taking courses with AU).
- 4.4. A student in a clinical placement must also adhere to the **Practicum Student Placement Agreement(s)** (appended to this document), which will be signed prior to commencing and continuing in the placement.
- 4.5. Failure to meet the expectations in the **Practicum Student Placement Agreement** will also constitute a Clinical Placement Offence.

- 4.6.** Where a Clinical Placement Offence is found, disciplinary action will be taken in accordance with the procedures associated with this policy.
- 4.7.** Where there is an allegation of a Clinical Placement Offence, investigations will be conducted in a fair, transparent process in accordance with the Procedures associated with this policy.
- a) The investigating authority will be a member of a regulated health profession in Alberta who holds an academic appointment at the University.
  - b) All investigations will focus on Patient Safety, an examination of University/program placement site regulations and policies, and the relationship between the student and the Clinical Supervisor(s) and/or Preceptor(s).
- 4.8.** Other principles that may be used in interpretation and application of this Policy include those reflected in the Truth and Reconciliation Commission of Canada: Calls to Action (2015) around Health, notably Calls 21 to 24 recognizing and respecting the value of Indigenous healing practices in health, intercultural competency, conciliation, anti-racism, and the history and legacy of Residential Schools.

## **5. Applicable Legislation and Regulations**

[Alberta's Freedom of Information and Protection of Privacy Act](#)  
[Alberta's Health Professions Act](#)


## **6. Related Procedures/Documents**

[Clinical Placement Misconduct Procedure](#)  
[Student Academic Misconduct Policy](#)  
[Non-Academic Misconduct Policy](#)  
[Protection of Privacy Policy](#)  
 Practicum Student Placement Agreement(s)  
[Nukskahtowin Strategic Plan \(2018\)](#)  
[Canada's Truth and Reconciliation Commission of Canada: Calls to Action \(2015\)](#)

## **History**

<i>Date</i>	<i>Action</i>
March 16, 2022	Policy Approved (GFC Motion: 69-04)

## Appendix A: Template 1 - Counselling Student Placement Agreement

 Athabasca University	Contract AG000XXX <b>Practicum Agreement (MASTER)</b>
--	---

BETWEEN:

THE GOVERNORS OF ATHABASCA UNIVERSITY  
(the "University")

AND:

NAME  
(the "Organization")

WHEREAS the University wishes to utilize the facilities of the Organization for the practical education of its Students:

AND WHEREAS the Organization wishes to utilize the services of the Students upon and subject to the terms and conditions below:

IN CONSIDERATION of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1 In this Agreement, the following words and phrases have the following meanings:

- (a) "**Confidential Information**" means all information that is of a confidential or proprietary nature, which may be related to the business and management of either party or the personal information of the student and/or the personal and health care information and records of any client of the Organization to which access is granted or obtained by the other party or to which the Student has access, but does not include information:
- (i) was previously known to the recipient;
  - (ii) was independently developed by the recipient;
  - (iii) is subsequently lawfully obtained by the recipient from a third party;
  - (iv) becomes publicly available other than through breach of this Agreement;
  - (v) is disclosed where the other party has provided its prior written consent; or
  - (vi) is disclosed by court order or otherwise by law.
- (b) "**FOIP**" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, as amended;

- (c) “**Health Care Records**” are Confidential Information and are records of diagnostics, treatments, health services provided and information an individual may supply to register with the Organization (i.e., name, address and other identifying factors). The health care records may be in any form including notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner by the Organization.
- (d) “**Practicum**” means a supervised learning opportunity at the Organization to enable the Students to develop knowledge, competencies, judgment, attitudes and practical experience related to counselling and applied psychology.

## **ARTICLE 2**

### **PRACTICUM PARTICIPATION**

- 2.1 The obligations of the Organization and the University under this Agreement, in relation to any Students proposed to undertake Practicums at the Organization are subject, in each case, to the Organization and the University agreeing in writing on the specific Students and number of Students to be involved, the University academic program involved, the term of the Practicum, Practicum supervisor arrangements and expectations, student evaluation, and any other details required to facilitate any Practicum. Such agreed to arrangements shall form part of this Agreement.
- 2.2 The University and the Organization shall each advise the other in writing of their main contact for arrangement and administration of any Practicums including name, title, phone number and email address. Each party agrees to advise the other in writing of any changes to their main contact information.
- 2.3 Subject to Section 6.8 herein, the Organization’s decision to accept Students or to permit operation of a particular Practicum at any of its facilities or departments shall be in its sole discretion.

## **ARTICLE 3**

### **TERM AND TERMINATION**

- 3.1 This Agreement shall commence on the Start Date (listed below) and shall continue in force for an indefinite period, or until terminated in accordance with section 6.5.

Start Date: <b>XXX/XX/XX</b>
---------------------------------

- 3.2 In the event this Agreement is terminated for any reason, each party shall use its reasonable best efforts to provide for an orderly termination of any Practicum then in effect and co-operate with the other in minimizing the impact to the other of the termination. This clause shall survive the termination of this Agreement.



- 3.3 Where termination of an individual Student's Practicum is required by the Organization for non-compliance by a Student with the Organization's by-laws, policies, rules, procedures or other requirements referred to herein or otherwise communicated to that Student, that termination will not be effected without prior notice to and in consultation with the University. Where the Student's non-compliance jeopardizes the Organization's facilities or equipment or the safety or security of its staff, clients or members of the public invited or permitted to be on its facilities, the Organization may, in the interim, bar the Student access to its facilities.

**ARTICLE 4**  
**RESPONSIBILITIES OF THE UNIVERSITY**

- 4.1 The University shall take reasonable steps to ensure that Student(s) are made aware of the policies, rules and regulations of the Organization as made known to the University.
- 4.2 The University shall provide the Organization with its policies, rules and regulations that are necessary for the Organization to effectively participate in the Practicum. If necessary, the University will meet with the Organization to review its and the Organization's applicable policies, rules and regulations and to clarify any questions either party may have regarding such policies, rules or regulations.
- 4.3 The University shall inform the Student(s) to be placed into a Practicum that the Organization may require evidence from the Student(s) to satisfy itself of the Student(s)' suitability to participate in the Practicum.

**ARTICLE 5**  
**RESPONSIBILITIES OF THE ORGANIZATION**

- 5.1 The Organization shall provide the Student(s) (and the University, as required) with an orientation to its facilities, administrative structure and policies, including any requirements for Health Care Records, where applicable, so that the Student(s) can effectively and safely participate in the Practicum.
- 5.2 The Organization shall ensure that its applicable staff is made aware of the policies, rules and regulations of the University as they apply to the Practicum and the Organization shall take reasonable steps to ensure compliance.
- 5.3 The Organization shall satisfy itself regarding the suitability of a Student to participate in and conduct the Practicum in the setting of the Organization's facilities and may require Student(s) to provide to the Organization evidence or documentation with respect to the following:
- a) status of being a student in good standing at the University;
  - b) a signed confidentiality agreement with respect to Confidential Information and Health Care Records;
  - c) criminal records and / or child welfare information check, including the result thereof; and
  - d) any other documentation reasonably requested by the Organization.
- 5.4 The Organization shall permit the Student to video-record sessions with clients for the purpose of supervision and class presentation and only for those clients who agree to participate in the video-recording of their session(s) and who provide informed and written consent to participate. For the purpose of protection client confidentiality, the Student alone may appear on the video-recording, with audio only for the client(s).

- 5.5 The Organization shall advise Student(s) of the health standards for persons using the facilities and shall ensure that each Student meets all the health standards required by the Organization. The Organization may request, conduct, administer any and all reasonable tests or procedures to monitor, evaluate, and ensure compliance with those health standards. If a Student fails to comply with such request, conduct or administration, the Organization may terminate that particular Student's practicum in accordance with section 6.5.
- 5.6 During the term of the Practicum, the Organization shall make available facilities to the University and the Student(s) such as:
- a) suitable conference room space on a scheduled basis; and
  - b) such other materials and equipment as is reasonably required.
- 5.7 The Organization agrees to ensure that Student(s) receive adequate, consistent and appropriate supervision, direction and learning opportunities during the Practicum. The GCAP Practicum Placement Guidelines outline the University requirements at <http://fhd.athabascau.ca/join/counselling/practicum.php>.
- 5.8 The Organization recognizes the student status of each Student and shall not require Student(s) to undertake activities, responsibilities or duties that exceed their capabilities.
- 5.9 The Organization, acting reasonably, reserves the right to refuse access to its facilities to any Student.
- 5.10 The Organization shall notify the University immediately in the event a Student is sick, ill, injured, incapacitated or involved in any claim concerning the activities he or she has taken or not taken during the Practicum. After notification, and to the extent practical, the Organization and the University shall collectively determine an appropriate response to the matter or issue being dealt with by the Student.
- 5.11 The parties acknowledge that this Agreement is subject to FOIP and all of the terms and conditions of this Agreement shall be carried out in compliance with FOIP and any other statutes or laws regarding Confidential Information and/or Health Care Records as may apply in the jurisdiction of the Organization and the location of the Practicum.
- 5.12 The parties shall use reasonable efforts to ensure that the Student(s) are aware of the obligations of the Organization pursuant to FOIP and the Organization shall ensure such Student(s) also are made aware of other requirements under any other statutes or laws regarding Confidential Information and/or Health Care Records as may apply in the jurisdiction of the Organization and the location of the Practicum.

**ARTICLE 6**  
**GENERAL**

- 6.1 The University agrees to indemnify and save harmless the Organization from and against all manner of actions, cause of action, damages, suits, claims, demands and costs whatsoever arising from any tortious or wrongful act or omission of its employees, Students, volunteers or agents, save and except those acts that were undertaken at the direction or consent of the Organization or those manner of actions, damages, cause of action, suits, claims, demands and costs arising from or as a result of the negligence of the Organization.
- 6.2 The Organization agrees to indemnify and save harmless the University from and against all manner of actions, cause of action, suits, claims, demands and costs whatsoever arising from any tortious or wrongful act or omission of its employees, volunteers or agents of the Organization undertaken pursuant to this Agreement.



- 6.3 Both parties shall insure their respective operations under a contract of comprehensive general liability insurance, with an insurer licensed in Canada in the amount of not less than \$2,000,000 per occurrence, insuring against bodily injury, personal injury and property damage, including the use thereof arising out of this Agreement. The Organization shall provide proof of insurance in the form of a certificate of insurance prior to the commencement of this Agreement and upon a request during the term of this Agreement. The University shall provide evidence of insurance upon the request of the Organization.
- 6.4 The Organization understands that the University will provide workers compensation coverage to only those Student(s) (as determined by the Workers Compensation Board) as set out in Schedule "A".
- 6.5 Either party may give notice to terminate this Agreement without cause, by giving to the other party sixty (60) days notice in writing. Notices shall be deemed to be effective by facsimile or by delivery and with providing proof of receipt. Notices shall be sent to:

If to the Organization:

NAME  
Attention: NAME  
ADDRESS  
Phone:

Fax:

If to the University:

Paul Kunnas, BSc, MBA, CMA  
Manager, Procurement and Contract Services  
Athabasca University  
1 University Drive  
Athabasca, AB T9S 3A3  
Phone: 780-675-6561

Fax: 780-675-6813

- 6.6 Subject to section 2.1, this Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all other agreements, oral or written between the parties with respect to the Practicums, and no addition, variation or amendment of this Agreement shall take place except by agreement in writing between the parties.
- 6.7 The parties acknowledge that nothing in this Agreement is intended to create an employee/employer relationship, partnership, joint venture or agency relationship.
- 6.8 The University and the Organization agree not to discriminate in the selection or acceptance of any Student, or supervisor because of race, colour, national origin, religion, sex, sexual orientation, mental or physical disability, age, ancestry or marital status within the limits imposed by law, the policies of the Organization or the policies of the University.
- 6.9 Neither the Organization nor the University will represent itself, its courses or programs as being approved by the other or as being a partner or agent of the other.

- 6.10 The parties agree that copyright and all other intellectual property rights created by the Student(s) and all materials and supplies furnished or provided by the University for use in the performance of this Agreement are and remain the property of the University subject to their intellectual property policies.
- 6.11 The Organization agrees not to use or refer to the University, or its logos, corporate symbol or representation in any promotional material or otherwise, without the University's express written consent.
- 6.12 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta. The Courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions related to this Agreement, and the parties attorn to the jurisdiction of those courts.
- 6.13 The parties shall exercise every reasonable effort to meet their respective obligations under this Agreement but shall not be liable for failures to perform or delays in performance resulting from causes beyond their reasonable control.
- 6.14 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any term or condition of this Agreement.

IN WITNESS WHEREOF, the parties or their authorized representatives have duly executed this Agreement as of \_\_\_\_\_.

**ON BEHALF OF THE ORGANIZATION:**

**IMPORTANT:** Before signing this agreement, please ensure that you possess signing authority. If you belong to an educational institution, please ensure that your Risk Management Department is aware of the fact that you have signed an agreement between your organization and the University.

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

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

Position:

Organization:

**Please show the full name of the organization. Please do not use acronyms.**

**ON BEHALF OF THE GOVERNORS OF  
ATHABASCA UNIVERSITY:**

\_\_\_\_\_  
Per: Paul Kunnas, BSc, MBA, CMA

Manager, Procurement and Contract Services

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

## SCHEDULE “A”

## WCB COVERAGE FOR STUDENTS

The University will provide WCB coverage (or it is provided automatically by province/territory) for Students who are residents in the following provinces/territories and who are undertaking their Practicum in their province/territory of residency:

Alberta  
British Columbia  
Ontario

All Students who are resident in other provinces/territories or in countries outside of Canada will NOT be covered by Workers Compensation coverage through the University. All Students who are taking a Practicum outside of their province/territory of residency (except for those who are Resident in Alberta) are NOT covered by Workers Compensation through the University.

*\*\*\*The Students who are NOT covered by WCB will be required to sign a Release and Indemnity Agreement, in lieu of coverage. \*\*\**

## Appendix A: Template 2 – Nursing Student Placement Agreement

**Contract #fCode#**

This AGREEMENT made effective \_\_\_\_\_, 202\_\_.

BETWEEN:

THE GOVERNORS OF ATHABASCA UNIVERSITY  
(the "University")

- and -

#LEGALPARTYREF.FCODE#  
(the "Agency")**PRACTICUM AGREEMENT**

**WHEREAS** the University wishes to utilize the facilities or the practice of the Agency for the practical education ("Practicum") of its students ("Students") in its undergraduate and graduate programs.

**AND WHEREAS** the Agency manages or operates one or more sites or practices in which a Practicum may be conducted and is willing to provide opportunities to Students to complete their Practicums.

**IN CONSIDERATION** of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

**ARTICLE 1 - TERM & TERMINATION**

- 1.1 Unless otherwise terminated under the terms of this Agreement, this Agreement shall commence on the effective date above and shall continue year to year.
- 1.2 The University and the Agency shall each have the right to terminate this Agreement at anytime without cause by providing sixty (60) days written notice of such termination to the other.
- 1.3 In the event this Agreement is terminated for any reason, each party shall use its reasonable best efforts to provide for an orderly termination of any Practicums then in effect and co-operate with the other in minimizing the impact to the other of the termination. This clause shall survive the termination of this Agreement.
- 1.4 Where termination of an individual Student's Practicum is required by the Agency for non-compliance by a Student with the Agency's by-laws, policies, rules, procedures or other requirements referred to herein or otherwise communicated to that Student, that termination will not be effected without prior notice to and in consultation with the University. Where the Student's non-compliance jeopardizes the Agency's facilities or equipment or the safety or security of its staff, patients or members of the public invited or permitted to be on its facilities, the Agency may, in the interim, bar the Student access to its facilities.

- 2 -

**ARTICLE 2 - PRACTICUM ARRANGEMENTS AND ADMINISTRATION**

- 2.1 The obligations of the Agency and the University under this Agreement, in relation to any Students proposed to undertake Practicums at the Agency are subject, in each case, to the Agency and the University agreeing in writing on the specific Students and number of Students to be involved, the University academic program involved, the term of the Practicum, Practicum supervisor/preceptor arrangements and expectations, Student evaluation, and any other details required to facilitate any Practicum. Such agreed to arrangements shall form part of this Agreement.
- 2.2 The University and the Agency shall each advise the other in writing of their main contact for arrangement and administration of any Practicums including name, title, phone number and email address. Each party agrees to advise the other in writing of any changes to their main contact information.
- 2.3 Subject to Section 9.2 herein, the Agency's decision to accept Students or to permit operation of a particular Practicum at any of its facilities or departments shall be in its sole discretion.

**ARTICLE 3 -RESPONSIBILITIES OF THE UNIVERSITY**

- 3.1 The University shall satisfy itself regarding the qualifications of the Student to undertake the Practicum including status as being a student in good standing with the University.
- 3.2 The University shall be solely responsible for the curriculum of studies applicable to each Practicum. The University shall provide to the Agency the curriculum requirements for the Practicum and shall provide to the Agency copies of any changes to the Practicum curriculum during the Term hereof.
- 3.3 The University shall inform Students to be placed into Practicums that the Agency may require evidence from the Student to satisfy itself of the Student's suitability to participate in the Practicum and that the Student meets all health standards of the Agency.
- 3.4 The University shall inform Students of their responsibility to comply with the Agency's policies, procedures, rules, by-laws, requests of the Agency for information or documentation as described herein, and any other reasonable requirements of the Agency.



- 3 -

#### ARTICLE 4 - RESPONSIBILITIES OF THE AGENCY

- 4.1 Subject to the limitations of this Agreement, the requirements of privacy of the patients, and the laws of the jurisdictions in which the Agency operates its facilities, the Agency shall use reasonable efforts to make its facilities and practice available to the University and its Students for Practicums of a standard and kind required by the University.
- 4.2 The Agency shall satisfy itself regarding the suitability of a Student to participate in and conduct the Practicum in the setting of the Agency's facilities and may require the Student to provide to the Agency evidence or documentation with respect to the following:
- (a) status of being a student in good standing at the University;
  - (b) registration in the appropriate professional association in the jurisdiction in which the Practicum is conducted;
  - (c) a signed confidentiality agreement with respect to patient/client information;
  - (d) proof of immunization record;
  - (e) criminal records check, including the result thereof;
  - (f) the result of tests or procedures used by the Agency regarding health standards;
  - (g) evidence of respiratory fit testing; and
  - (h) any other documentation reasonably requested by the Agency.
- 4.3 The Agency shall advise Students of the health standards for persons using the facilities and shall ensure that each Student meets the health standards required by the Agency. The Agency may request, conduct, administer any and all reasonable tests or procedures to monitor, evaluate, and ensure compliance with those health standards. If a Student fails to comply with such request, conduct or administration, the Agency may terminate that particular Student's Practicum in accordance with Section 1.4.
- 4.4 The Agency shall provide appropriate orientation to Students at the beginning of each Practicum, and shall inform Students, and provide or make available copies to Students, of the applicable policies, by-laws, rules, procedures and other requirements of the Agency.
- 4.5 The Agency shall provide supplies, equipment and access to facilities to the extent required to enable Students to complete their Practicum.
- 4.6 Where practical, and as required by the Practicum supervisor/preceptor, the Agency shall provide other qualified staff to supervise the Student. Those other staff may be requested to complete an evaluation in accordance with communicated guidelines from the University.

- 4 -

- 4.7 The Agency shall not require any Student to perform any task unless such task might reasonably be expected to be within the scope of the training and ability of an average student at the same stage in the Student's training or the Practicum, as the case may be.
- 4.8 The Agency shall, to the extent permitted by applicable laws, by-laws, policies, rules and regulations of the Agency or the jurisdiction in which the Agency operates, provide Students with information regarding patients of the Agency.
- 4.9 The Agency shall notify the University of any significant change in its accreditation or licensure status within (30) days of such change.
- 4.10 The Agency shall not, during the Term hereof, be required to compromise standards regarding the provision of patient or resident care, health and safety.

#### **ARTICLE 5 - INSURANCE**

- 5.1 During the term of this Agreement, each of the Agency and the University each acknowledge that they shall be responsible for maintaining comprehensive general liability insurance, inclusive of malpractice coverage, where applicable, for the purposes of this Agreement in an amount of no less than \$2,000,000.00. Either party shall provide evidence of this coverage to the other upon the request of the other party.
- 5.2 The Agency and the University each agree and acknowledge that each Practicum supervisor/preceptor who is a licensed professional shall assume all of the risk and liability inherent in the professional practice in which they are engaged. In furtherance of the foregoing each of the University and the Agency shall ensure that any supervisor/preceptor who is provided by them to a Practicum shall obtain and maintain personal insurance for risks normally insured in their respective profession including, without limitation, personal, medical and hospital insurance coverage and malpractice coverage.

#### **ARTICLE 6 –INDEMNIFICATION**

- 6.1 The University agrees to indemnify and save harmless the Agency and its employees, agents, volunteers and contractors from any and all damages, costs and expenses for bodily injury, personal injury and property damage, including legal costs on a solicitor and his own client basis, to which that the Agency, its employees, agents, volunteers and contractors may become subject or liable or as a result of the negligent acts, omissions, default, conduct or neglect of the University and its employees, agents, contractors and students unless such negligent acts, omissions, default, conduct or neglect is occasioned by the specific direction, negligence or willful misconduct of the Agency, its respective employees, agents, volunteers or contractors.

- 5 -

- 6.2 The Agency agrees to indemnify and save harmless the University and its employees, agents, contractors, faculty members and students from any and all damages, costs and expenses for bodily injury, personal injury and property damage, including legal costs on a solicitor and his own client basis, to which the University, its employees, agents, contractors, faculty members and students may become subject or liable as a result of the negligent acts, omissions, default, conduct or neglect of the Agency its employees, agents, volunteers and contractors unless such negligent acts, omissions, default, conduct or neglect is occasioned by the specific direction, negligence or willful misconduct of either the University, its respective employees, agents, contractors or students.

#### ARTICLE 7 – CONFIDENTIALITY AND PRIVACY

- 7.1 Except to the extent required by law or by a order of a court of competent jurisdiction, each of the University and the Agency will use reasonable efforts to keep in confidence and comply with statutory requirements relating to, and to cause its members, officers, employees, servants, agents, Students, physicians and residents to keep in confidence and comply with statutory requirements relating to, information pertaining to the other, its staff or patients which comes to their knowledge as a result of the arrangements contained in this Agreement.
- 7.2 The University shall not permit the dissemination, publication, or copyright of any clinical research or patient information or data arising as a result of or obtained in connection with this Agreement without the prior express written permission of the Agency, which approval shall not be unreasonably withheld, and the express written permission of the patient where required by law, provided always that the clinical research and patient information may be used in accordance with and subject to the appropriate professional and legal standards to further the Student's academic standard including, without limitation, uses in thesis, case studies, student discussions, papers, research work and other similar academic activities.
- 7.3 The University is subject to the *Alberta Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25, as amended from time to time (the "Act"). The parties acknowledge that all Records (as defined by the Act), collected, created, used, disclosed and disposed of by the parties under this Agreement are subject to the provisions of the Act. In the event of a request for access to any of these Records, each party shall notify the other prior to the disclosure and each party shall make every reasonable effort to assist the other in responding to the request.

- 6 -

#### ARTICLE 8 – INTELLECTUAL PROPERTY

- 8.1 Unless agreed in writing otherwise between the University, the Agency and the Student, all Intellectual Property created by the Student during the Placement with the Agency (including but not limited to copyright works and inventions) related to the educational objectives of a placement will be owned by the relevant Student.
- 8.2 All intellectual property created by the Student, the UNIVERSITY staff member and Agency staff member during the Placement Program with the Agency (including but not limited to copyright works and inventions) in any works or materials:
- (a) Forming part of any client record;
  - (b) Owned or developed by or on behalf of the Agency, including any policies, procedures, manuals of the Agency; or
  - (c) Developed in relation to any research, trial or project undertaken by or on behalf of the Agency
- will be owned by the Agency.
- 8.3 Where intellectual property is created by collaboration between the parties:
- (a) Ownership of that intellectual property vests as tenants in common in proportion to each party's contribution; and
  - (b) Each party agrees to license the other party to use the Intellectual Property for that party's own non-commercial, education, teaching or research purposes.

#### ARTICLE 9 – GENERAL

- 9.1 Any employment relationship which may exist or which may come to exist amongst any of the parties and the Students is acknowledged to have been established separate and apart from the terms and conditions of this Agreement. No provision contained herein shall be interpreted as establishing any such employment relationship.
- 9.2 The University and Agency agree not to discriminate in the selection or acceptance of any Student, Supervisor or Preceptor because of race, colour, national origin, religion, sex, sexual orientation, mental or physical disability, age, ancestry or marital status within the limits imposed by law, the policies of the Agency or the policies of the University.

- 7 -

- 9.3 Neither the Agency nor the University will represent itself, its courses or programs as being approved by the other or as being a partner or agent of the other.
- 9.4 Any notice or other communication pursuant to this Agreement required or desired by a party shall be deemed to have been given (or received by the other party) on the date when delivered or sent by confirmed facsimile transmission, personal delivery or three (3) business days after being sent by pre-paid single registered mail to the University or the Agency at the addresses set forth in below:

**UNIVERSITY:**

Paul Kunnas, BSc, MBA, CMA  
Manager, Procurement and Contract Services  
Athabasca University  
1 University Drive  
Athabasca, AB T9S 3A3  
Phone: 780-675-6561 Fax: 780-675-6813

**AGENCY:**

[##LegalPartyRef.fCode#](#)  
[Attention:##ContactRef.fCode#](#)  
[##FacilityAddr#](#)  
Phone: [##FacilityPhone#](#) Fax: [##FacilityFax#](#)

- 9.5 The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation or meaning of this Agreement.
- 9.6 Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.
- 9.7 If any provision of the Agreement is invalid or unenforceable in any circumstance, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected.



- 8 -

- 9.8 This Agreement and any further written agreement arising out of Section 2.1 hereof constitutes the entire agreement between the University and the Agency pertaining to the subject matter, and supersedes all prior agreements, understandings, negotiations, representation and discussions whether oral or written. This Agreement shall only be amended on the written agreement of both parties.
- 9.9 Each party shall properly execute and comply with all applicable statutes, rules, orders, ordinances, and regulations of all governmental authorities in performance of this Agreement.
- 9.10 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the parties irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.
- 9.11 Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 9.12 Words in the singular include the plural and vice versa, as the context so requires.
- 9.13 The covenants and obligations of the parties hereto under Section 1.3, Articles 6 and 7 shall survive the termination or expiry of this Agreement.
- 9.14 No party hereto shall assign all or part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 9.15 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
- 9.16 This Agreement shall only be amended on the written approval of both parties.
- 9.17 Time shall be of the essence in this Agreement.
- 9.18 This Agreement may be executed and delivered in counterpart with the same effect as if both parties had signed the same document and a facsimile or pdf copy shall be considered *prima facie* evidence of the information contained in the facsimile or pdf transmission.
- 9.19 The signatories warrant that they have the authority to execute this Agreement on behalf of the entity for whom they sign.

