

AFFILIATION AGREEMENT

between
Eastern Regional Health Authority (Eastern Health)
&
Memorial University of Newfoundland as represented by
the Faculty of Medicine (Faculty of Medicine)



Faculty of Medicine



April 8, 2013

INTRODUCTION

The Eastern Regional Health Authority (Eastern Health) and Memorial University (Faculty of Medicine) exist in a strategic partnership to provide clinical care (including complex/specialized care), educating the next generation of health professionals and researching new and exciting opportunities aimed at enhancing our understanding of health and health care delivery.

PART ONE – OBJECTIVES, BASIS FOR AN AGREEMENT & DEFINITIONS

OBJECTIVES

The objective of the Faculty of Medicine is to enhance its teaching and research for the benefit of its Medical Education Learners, faculty and the broader community. In all its teaching and research programs Faculty of Medicine is committed to collaborating with Regional Health Authorities, community teaching sites and other public sector institutions and where appropriate, to achieve the highest academic standards, to provide the best possible facilities and electronic library resources, and to recognize excellence in teaching.

The Faculty of Medicine offers a wide range of education programs and research activities in medicine at the undergraduate, graduate, post-graduate and post-doctoral levels throughout Newfoundland and Labrador and in New Brunswick;

Eastern Health and Faculty of Medicine recognize the value of working together for the benefit of fulfilling their respective mandates. An environment of high quality clinical care is necessary for excellence in health sciences education and research and an environment of high quality education and research is necessary for excellence in clinical care.

The Faculty of Medicine strives to benefit society through the discovery, dissemination and preservation of knowledge. The Faculty of Medicine's mission is to:

...enhance the health of the people of Newfoundland and Labrador by educating physicians and health researchers; promoting lifelong learning; conducting research in biomedical, clinical, applied health sciences, community health and medical humanities; engaging communities and decision makers; and collaborating to apply the best available evidence in the formulation of policy and the organization and delivery of care.

In seeking to achieve the above Mission, Memorial University Faculty of Medicine is committed to the following principles:

- a) Respect for intellectual integrity, freedom of inquiry and rational discussion;

- b) Academic excellence and innovation;
- c) Diversity and equity;
- d) Fair and equitable treatment of all who work and study in Eastern Health and the Faculty of Medicine, including clinical teachers, staff, Medical Education Learners and patients;
- e) Social Accountability;
- f) Collegial form of governance;
- g) Fiscal responsibility and accountability; and,
- h) Protection of privacy of personal information

Eastern Health's mission states:

By March 31, 2017, Eastern Health will have improved programs and services to increase its safety, quality, accessibility, efficiency and sustainability and to contribute to the overall health of the population.

Eastern Health and the Faculty of Medicine recognize the value of working together for the benefit of fulfilling their respective mandates. An environment of high quality clinical care is necessary for excellence in health sciences education and research and an environment of high quality education and research is necessary for excellence in clinical care.

The objectives set forth above can best be achieved by a close and harmonious relationship between Eastern Health and the Faculty of Medicine and by jointly and individually accepting the responsibilities set forth in this agreement.

It is understood that this Affiliation Agreement is a statement of policies and principles, in the context of which specific arrangements pertaining to programs or educational activities may be outlined in separate memoranda of understanding that may be exchanged from time to time between Eastern Health and Faculty of Medicine.

BASIS FOR AFFILIATION

The Faculty of Medicine and Eastern Health have a mutual interest in the enhancement of education of health professionals, research and evidence-based practice. The Faculty of Medicine and Eastern Health recognize the interdependence among clinical service, education and research in providing high quality medical education and health care, and are committed to collaborating to achieve excellence in these fields.

For Faculty of Medicine to offer programs of education and professional training in health and health-related fields, it must have access to the facilities of healthcare institutions and organizations, so that it may offer clinical and practical experience to its learners enrolled in these programs.

Eastern Health and Faculty of Medicine jointly and individually recognize the following:

An understanding that patient care, education and programs of research and scholarship will be efficiently directed and coordinated between Faculty of Medicine and Eastern Health within available resources;

A recognition by the Board of Directors of Eastern Health that the presence of the Faculty of Medicine in Eastern Health, through its teaching and research programs, will focus attention on, and contribute to, the quality of patient care;

A recognition by the Faculty of Medicine that it can better achieve its goals in clinical education and scholarly research with access to human and other resources at Eastern Health.

Because of its mission and facilities, Eastern Health has resources and services necessary for the support of teaching and research and is willing to make them available to the Faculty of Medicine for teaching and research purposes as appropriate.

Because of its mission and facilities, the Faculty of Medicine has resources and services necessary for the support of teaching and research and is willing to make them available to the Eastern Health as appropriate.

Both the Faculty of Medicine and Eastern Health recognize their roles and responsibilities in the provision of health care.

Both Faculty of Medicine and Eastern Health recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members.

Notwithstanding the mutual respect of the Faculty of Medicine and Eastern Health for academic freedom, all faculty remain subject to applicable ethical and clinical guidelines and standards, laws and regulations and to Eastern Health's relevant policies and by-laws.

Therefore it is the purpose of this Affiliation Agreement to provide a foundation upon which Faculty of Medicine and Eastern Health may collaborate and cooperate in their efforts to accomplish their objectives.

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement,

- a. Clinical Education Experience (CEE):** A CEE is a designated program or service of Eastern Health governed by this Agreement in which the medical care of the patient is the responsibility of the staff physician who teaches and delegates authority for diagnosis/treatment to clinical trainees and Learners. It may include inpatient beds, day hospital procedures, ambulatory services, and procedural or diagnostic areas. A teaching environment must: maintain standards relating to patient care and health outcomes; provide an appropriate balance of learning and service for its trainees; and meet appropriate national undergraduate and postgraduate accreditation standards for medical education.
- b. Clinical Faculty** means a physician with a Faculty of Medicine appointment, licensed by the College of Physicians and Surgeons of Newfoundland and Labrador, holding a professional staff appointment at Eastern Health and engaged in the teaching and supervision of Medical Education Learners.
- c. Clinical Trainee:** A Clinical Trainee is any non-licensed physician referred or approved by the College of Physicians and Surgeons of Newfoundland and Labrador or licensed physician enrolled in a clinical training program under the auspices of the Faculty of Medicine's Office of Professional Development.
- d. Eastern Health** means the Eastern Regional Health Authority.
- e. Educational Leaders** are those asked to provide a specific role within the medical education programs including, but not limited to, Residency Program Director, Clerkship Coordinator, Undergraduate Medical Studies Chair, Assistant or Associate Dean.
- f. Faculty of Medicine** means the Faculty of Medicine of Memorial University.
- g. Medical Education Learner: (Learner)** means a person formally registered in a program of study in the Faculty of Medicine at Memorial University. A Learner may be registered in an undergraduate, graduate, or a postgraduate education program. All Learners must demonstrate proficiency in specified competencies before independent practice. Where competencies are not specified, performance of such must be under supervision of Clinical Faculty or designate.
- h. Teaching Programs** means programs within the Faculty of Medicine that place Learners in Eastern Health.

Interpretation

Subject to the terms of this agreement, the Faculty of Medicine and Eastern Health have the sole authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, program changes and/or use of or access to their respective premises or facilities.

A person who is not a party to this agreement does not have a right to enforce any term of this agreement.

Nothing in this agreement shall be interpreted or applied so as to interfere with statutory obligations.

Where any person or position is referred to in this agreement, except where the agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if Eastern Health and the Faculty of Medicine have approved such delegation.

References to specific legislation in this agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.

APPLICABILITY OF MEMORIAL UNIVERSITY POLICIES TO EASTERN HEALTH AND ACCREDITATION STANDARDS

Eastern Health agrees that the Faculty of Medicine is bound by the following the accreditation standards, guidelines, protocols, standards of practice and policies as found in:

- LCME Accreditation Standards
- (Canadian) AFMC Accreditation Standards
- Memorial University's Policies
- Memorial University Faculty of Medicine's Policies
- Royal College of Physicians and Surgeons of Canada
- College of Physicians and Surgeons of Newfoundland and Labrador
- College of Family Physicians of Canada

Where the policies of Memorial University and the Faculty of Medicine referred to in this subsection and policies of the Eastern Health, other than the policy relating to patient care activities, are in conflict, the matter will be referred to the Joint Committee as set out in Part Six of this Agreement or to other committees as specified in this Agreement or as otherwise agreed by the parties.

If Memorial University or the Faculty of Medicine proposes to implement any new policy, procedure or guideline or if there are any substantive changes to the accreditation standards, which could have an impact on the parties' obligations under this Affiliation Agreement, Memorial University will specifically advise Eastern Health of those changes.

If a proposed new Memorial University or Faculty of Medicine policy, procedure or guideline affects Eastern Health obligations Memorial University or Faculty of Medicine

will work collaboratively with Eastern Health with the goal of obtaining the Eastern Health's agreement to be bound by the proposed policy, procedure or guideline.

Faculty of Medicine and Eastern Health will each use their best efforts to inform their appointees and staff of their respective policies and guidelines and of the importance of adhering to these policies and guidelines.

PART TWO – GENERAL PRINCIPLES OF AGREEMENT

This Affiliation Agreement guides how both organizations will interact with one another to further the health status of people, particularly in Newfoundland and Labrador. It consists of established Principles that both organizations commit to supporting.

PRIVACY/CONFIDENTIALITY

Eastern Health and the Faculty of Medicine agree that matters of privacy and confidentiality of personal health information are paramount.

In the event of a breach of privacy/confidentiality by a Learner, Eastern Health reserves the right to limit/restrict the Learner's experience, up to and including termination of the Learner privileges, subject to the nature and circumstances of the breach and following due process and consistent with the principles of natural justice.

It is understood that the nature of the relationship between Eastern Health and Memorial University sees staff/faculty of Memorial University embedded into the operations of Eastern Health through joint faculty/staff appointments and staff/faculty involvement in educational experiences. In the event of a breach of privacy/confidentiality by a staff/faculty member of Memorial University, Eastern Health reserves the right to limit/restrict the access/involvement of the staff/faculty member in the operations of Eastern Health, up to and including, full denial, subject to the nature and circumstances of the breach, following due process and consistent with the principles of natural justice.

JOINT CONSULTATION AND SUPPORT

Both organizations will ensure, to the extent that resources permit, the availability of facilities, equipment, staff and services to fulfill their respective mandates and to meet and/or exceed the recognized standards for accreditation.

The Faculty of Medicine and Eastern Health agree to consult one another on matters of mutual interest and to maintain an open relationship in their dealings with one another. If it is anticipated that a decision/change in one organization may impact the services of another, then consultation shall take place to inform the other organization of the changes within a reasonable period of time, preferably before the change has been

implemented. There shall be day-to-day consultation, as needed, between appropriate officials of the Faculty of Medicine and Eastern Health and via the Joint Management Committee as outlined in this agreement.

INSURANCE

Medical Education Learners have liability insurance under the auspices of Canadian Universities Reciprocal Insurance Exchange (CURIE) for undergraduate students and the Canadian Medical Protective Association (CMPA). Personal insurance for health, drugs, dental, disability are offered through their employment contract (postgraduate) or their respective organizations; Professional Association of Interns and Residents (PAIRN) and Memorial University Student Union (MUNSU).

COMMUNICATION OF TERMS OF AFFILIATION AGREEMENT

It is the responsibility of the Faculty of Medicine to ensure the contents of this Affiliation Agreement are communicated to the Faculty of Medicine management, faculty, staff and Learners.

It is the responsibility of Eastern Health to ensure the contents of this Affiliation Agreement are communicated to Eastern Health management, staff, and other relevant personnel.

JOINT STAFF APPOINTMENTS - EASTERN HEALTH APPOINTMENTS

Eastern Health appointments of professional staff who will hold full-time Memorial University appointments shall be made only upon the recommendation of Eastern Health and the Chair of the Faculty of Medicine Clinical Disciplines, and approved by the Dean of The Faculty of Medicine;

Nothing in this Agreement shall be interpreted to limit the Eastern Health's right to unilaterally alter, suspend or terminate the privileges of its medical staff in accordance with its by-laws and the *Regional Health Authorities Act* as amended from time to time or to require approval of Memorial University.

TERMS AND CONDITIONS OF APPOINTMENTS

The terms and conditions of appointments are set out in separate Memorial University and Eastern Health by-laws, policies or procedures.

UNIVERSITY APPOINTMENTS

Those Clinical Faculty who teach and supervise Learners will receive a Memorial University appointment. The appointments and reappointments of Clinical Faculty will be in accordance with the relevant Faculty of Medicine policies and procedures and Faculty of Medicine educational program requirements.

Recognizing their overlapping mandates, both organizations recognize the value of having staff jointly appointed. Appointments will be based on the joint guidelines currently in place. Remuneration for such joint appointments will be determined by mutual agreement.

PRIORITIES AND CONFLICT RESOLUTION

Despite the overlapping of mandates it is recognized that the respective priorities of each organization may differ. In the event of a conflict where there is a significant impact on the delivery of patient care, Eastern Health policies shall prevail.

Every effort shall be made to resolve disagreements amongst the individuals closest to the issue. In the event that this is not achieved, such matters shall be referred to the appropriate leaders within each Faculty of Medicine Education Program and Eastern Health Clinical Program or Joint Management Committee for resolution.

When Learners are involved, the Assistant Dean, Postgraduate (residents) or the Associate Dean, Undergraduate (Medical students) must be notified.

PART THREE - TEACHING

Eastern Health acknowledges that the Faculty of Medicine is primarily responsible for the educational programs in which Learners are enrolled, whether those programs are located on or off Memorial University's property. Eastern Health recognizes Memorial University's ultimate authority to make decisions about its educational programs.

Memorial University acknowledges the importance of the use of Eastern Health premises and access to Eastern Health's client populations for clinical teaching, and therefore will involve Eastern Health in the development of its educational programs as appropriate.

The parties will support the efforts and requirements of each other to achieve and maintain excellence in teaching, particularly through such processes as institutional reviews, accreditation surveys, staff evaluations, program assessments, Learner

evaluations.

The Faculty of Medicine (including faculty, staff and Learners) and Eastern Health share responsibility for creating an environment conducive to learning at Eastern Health that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Learners.

The Faculty of Medicine will prepare, on a regular basis a schedule of the proposed clinical Learner placements at Eastern Health in relevant disciplines. This information will be communicated to the appropriate individuals in Eastern Health in a timely manner.

PLACEMENT OF LEARNERS

Eastern Health shall permit Learners, which includes visiting Learners, into appropriate clinical or other service areas for the purpose of receiving instruction and subject to any limitations that may be imposed. Such Learners shall be subject to any and all policies and regulations of Memorial University and Eastern Health.

For periods of time agreed to by the Faculty of Medicine and Eastern Health, Learners enrolled in the Faculty of Medicine will be permitted to take instruction and gain clinical and/or practical experience in Eastern Health, in accordance with the curriculum plan for each clinical program and within Eastern Health's ability to provide an appropriate placement.

The Faculty of Medicine will make reasonable efforts to ensure that the Learners and staff adhere to the policy, procedures, mission, rules and all governing legislation of Eastern Health, and will advise Learners that they must comply with all such policies, procedures, mission, rules and governing legislation. The Faculty of Medicine and Eastern Health will take appropriate remedial or disciplinary action to ensure compliance with its policies.

The Faculty of Medicine will comply with all relevant and applicable privacy laws and agrees that it will advise all Learners that they are required to comply with all applicable privacy laws and the Eastern Health privacy policies and procedures.

The Faculty of Medicine will make reasonable efforts to ensure that the Learners and staff strictly observe the requirements of Eastern Health to maintain confidentiality in respect of all information that the Learners or staff of the University may acquire concerning the patients of Eastern Health.

TERMINATION OF LEARNER PLACEMENT FOR UNACCEPTABLE BEHAVIOUR

The Faculty of Medicine recognizes the right of Eastern Health, after consultation with

the appropriate Educational Leader, to terminate the placement in Eastern Health of an individual Learner, if the Learner's behaviour or activities are considered by Eastern Health to be unacceptable. Any such termination shall be in accordance with due process and the principles of natural justice.

Notwithstanding the above, if in its sole discretion Eastern Health determines that a Learner's behaviour or activity is placing patient or staff safety at risk, or unreasonably interferes with the operation of Eastern Health site's programs or services, Eastern Health may remove the Learner from an Eastern Health site immediately and, after contacting the Dean or appropriate Educational Leader, may terminate the Learner's placement. Any such termination shall be in accordance with due process and the principles of natural justice.

SUPERVISION OF LEARNERS

It is the responsibility of the Faculty of Medicine to ensure Learners are under the control and direction of a faculty member at each of the sites where a Learner is placed for a learning opportunity.

It is the responsibility of Eastern Health and the Faculty of Medicine to communicate with appropriate parties including the Learners and their assigned faculty while they are in a clinical educational setting.

AVAILABILITY OF PATIENTS FOR TEACHING

Eastern Health will allow Learners, for teaching purposes, access to its patients and their personal health information, both in-patients and ambulatory patients, as are necessary to meet its teaching commitments set out in the clinical Learner teaching placements, subject to such restrictions as imposed by the Eastern Health staff for clinical reasons.

Eastern Health will use its best efforts to provide the necessary mix of patients to meet the educational needs of Learners placed in Eastern Health sites. In exceptional circumstances if Eastern Health ascertains it will not be able to meet Learners' needs in any program or area as previously agreed upon, it will promptly advise the appropriate Educational Leader and assist in finding alternate arrangements for the Learners.

SAFETY OF LEARNERS

Eastern Health and the Faculty of Medicine will endeavour to take all necessary and reasonable steps to protect Learners and faculty while working at any site.

Where it is the case that Learners require housing while serving in an educational experience, Eastern Health and the Faculty of Medicine will take all reasonable steps to ensure Learners are housed in secure and safe housing while on their educational placement.

It is the responsibility of Eastern Health and the Faculty of Medicine to ensure Learners who are exposed to infectious or environmental hazards or other occupational injury receive timely and appropriate treatment and follow-up.

FACILITIES

Eastern Health will provide such facilities for Learners and clinical teachers, as are agreed to by Eastern Health and the Faculty of Medicine. The sharing of infrastructure expenses between the Faculty of Medicine and Eastern Health will be negotiated in good faith through Letters of Agreement between Eastern Health and Faculty of Medicine.

The Faculty of Medicine is committed to providing opportunities for faculty to enhance their education skills through faculty development. Faculty of Medicine programs will facilitate the professional development of all faculty through appropriate educational methods (such as interactive seminars, workshops, videoconferences and on-line education skill development programs) relevant to the delivery of clinical teaching and learning.

The Faculty of Medicine and Eastern Health will ensure there is adequate information technology and communications support for Learners and Clinical Faculty to enable them to perform their tasks.

NON-DISCRIMINATION AND HUMAN RIGHTS

The Faculty of Medicine and Eastern Health are committed to upholding human rights and shall comply with all relevant laws and regulations including the Charter of Rights and Freedoms, the Human Rights Act, and other applicable human rights legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

The parties are committed to having an environment free of discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of physical and verbal harassment and sexual harassment.

Learners will have available to them appropriate space for religious and social practices as necessary and within reason.

PART FOUR – CLINICAL SERVICE

HEALTH CARE DELIVERY, CLINICAL PROGRAM PLANNING AND CLINICAL LEARNING

Eastern Health will notify the Dean of the Faculty of Medicine or her/his delegate(s) of any proposed change in Eastern Health strategic plans and Department of Health and Community Services Agreements that would materially affect the teaching obligations of Eastern Health as set out in this Agreement.

In supporting Eastern Health in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that Eastern Health is ultimately responsible for all healthcare delivery and patient care that occurs on Eastern Health premises or under Eastern Health's jurisdiction. Nevertheless, Eastern Health recognizes that the Faculty of Medicine has an interest in patient care and healthcare delivery, as they impact on the teaching of Learners and on research and Eastern Health will invite Faculty of Medicine input and participation in the planning of clinical programs that involve Learners. The Faculty of Medicine will support Eastern Health in its efforts and requirements to maintain excellence in its standards of patient care and healthcare delivery particularly with regard to such processes as accreditation and review, and through the offering of constructive evaluation to Eastern Health.

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Learners, The Faculty of Medicine notes the essential role of all health care providers in the presentation of clinical and practical experiences and programs of instruction to Learners. Thus, where there is core curriculum teaching in a clinical program at Eastern Health, the Dean of the Faculty of Medicine, or his/her delegate, will invite Eastern Health input and participation in the planning of clinical learning experiences so that learning may best work with clinical activities.

QUALITY CONTROL

To assess the quality of and maintain the highest standards in its educational programs, the Faculty of Medicine employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the Faculty of Medicine. In addition, Learners are asked regularly to evaluate the performance of Clinical Faculty following a particular course, part of a course or practical experience. Discipline Chairs also annually review the performance of Clinical Faculty in all areas of responsibilities including teaching.

Eastern Health acknowledges the importance of these and other measures to the mission of the Faculty of Medicine and recognizes that they also bear upon the success of Eastern Health in achieving its own objectives and accordingly agrees, subject to

available resources, to support and assist the Faculty of Medicine in those evaluations.

The parties acknowledge that decisions of accreditation authorities, requirements of the regulatory bodies and other circumstances may affect education programs and they agree to inform each other of any such decisions or circumstances.

PART FIVE -- MEDICAL EDUCATION

PLANNING AND SUPERVISION OF MEDICAL EDUCATION

The Faculty of Medicine is responsible for the planning, placement and supervising of medical education.

Change of Clinical Education Experiences (CEE)

A Discipline Chair in the Faculty of Medicine, in consultation with the appropriate Program Clinical Chief(s) in Eastern Health shall determine the extent to which the CEE's may best be used for undergraduates and/or postgraduates instruction and may, from time to time, agree to establish new or eliminate existing CEE's.

Selection, Appointment and Deployment of Postgraduate/Undergraduate Learners

The Faculty of Medicine, in accordance with policies of Memorial University will select and appoint all undergraduate and postgraduate Learners.

Eastern Health will be the paymaster for postgraduate Learners. The employer-employee relationship will be governed by the collective agreement between the Professional Association of Interns and Residents of Newfoundland, Her Majesty the Queen in Right of Newfoundland, and the Newfoundland and Labrador Health Boards Association.

The Faculty of Medicine will take all appropriate measures to ensure that its Learners, both undergraduate and postgraduate, and Clinical Trainees are aware of their responsibility to maintain appropriate and ethical behaviour, having due regard to the fundamental importance of ensuring patient confidentiality.

All Learners and Clinical Trainees will undergo orientation provided by Eastern Health. Learners, Clinical Trainees, staff or others studying, teaching or doing research at Eastern Health pursuant to this Agreement, will subject themselves to, and comply with, the bylaws, regulations, and policies set down by Eastern Health. In the event of any conflict between this Agreement and Eastern Health's By-laws, Regulations and Policies with respect to patient care activities, Eastern Health's By-laws, Regulations and Policies will prevail.

Eastern Health, within the limits of its physical and financial resources, will enable Learners or Clinical Trainees to attend designated clinical areas for the purpose of receiving instruction at such hours daily and for such periods as may be determined from time to time, having in view both the interests of the patients and the need for medical training provided that Learners/Clinical Trainees are subject to both Eastern Health and the Faculty of Medicine by-laws, regulations and policies while in Eastern Health and provided that in case of conflict of by-laws, regulations and policies, the Learners will be governed by Eastern Health's by-law's, regulations and policies

The Faculty of Medicine will assign all Learners to CEEs and related activities deemed appropriate for the Learner's level of education and learning needs. While not all Learners will be assigned within Eastern Health, the Faculty of Medicine shall use its best efforts to ensure that an appropriate number of Learners is available for Eastern Health CEEs. The Faculty and Eastern Health recognize that, at the time of execution of this Agreement, Learners may not be available for all divisions and CEEs in Eastern Health and such vacancies shall not limit, in any way, the other provisions of this Agreement.

Any anticipated changes in deployment of Learners will only occur following consultation and agreement between the Discipline Chair, EH Program Clinical Chief and the relevant residency director or clerkship co-coordinator.

APPOINTMENT OF MEDICAL STAFF TO CLINICAL EDUCATION EXPERIENCES

Power of Appointment

The power of appointment to the Faculty of Medicine resides in Memorial University and such appointments shall be made in accordance with the employment practices of Memorial University. The power of appointment to Eastern Health resides in Eastern Health and such appointments will be made in accordance with the By-laws of Eastern Health. All medical staff attending within CEEs must have a joint appointment with the Faculty of Medicine and Eastern Health.

The medical staff of CEEs shall have Memorial and Eastern Health appointments. Medical staff roles and responsibilities for clinical, research and educational activities will be provided on appointment to both organizations.

The Program Clinical Chiefs will have Memorial and Eastern Health appointments.

Appointments, as outlined below, will be subject to the provisions of Eastern Health's Medical Staff By-laws and Faculty of Medicine/Memorial University policies and procedures and will occur as follows:

Appointment of the Chair of a University Discipline:

- a. The Dean of Medicine shall appoint a Search Committee to provide advice on the selection of the Chair.
- b. The membership of the Committee will include a member of the medical staff of Eastern Health and the executive member of Eastern Health responsible for medical services, or delegate.
- c. The Search Committee will receive and consider the credentials of all candidates and may, if it so desires, solicit by any other appropriate means, applications from other qualified candidates.
- d. The Search Committee will forward its recommendation to the Dean of Medicine who will forward his/her recommendation to the Provost and Vice-President (Academic) who will make the final decision.
- e. The initial term of the appointment will normally be three (3) years. The appointment may be renewed for a second three (3) year term and a third three (3) year term, following appropriate joint review. A search should be conducted before the conclusion of a 3rd term.

Appointment of a Program Clinical Chief in Eastern Health:

- a. The President/Chief Executive Officer of Eastern Health will appoint a Search Committee to provide advice on the selection of a Program Clinical Chief.
- b. The members of the Search Committee will include the Chair of the most appropriate University Discipline and may include an additional representative nominated by the Dean of the Faculty of Medicine. If the Discipline Chair is a candidate, the Dean of the Faculty of Medicine will appoint an alternate member to the search committee.
- c. The Search Committee will receive and consider the credentials of all potential candidates and may, if it so desires, solicit by any other appropriate means, applications from other qualified candidates.
- d. The Search Committee will forward its recommendation to the President/Chief Executive Officer of Eastern Health, who will make the final decision provided the candidate has been credentialed by Eastern Health.
- e. The term of the appointment will be three (3) years. Such appointment may be renewed for subsequent terms of up to three (3) years.

Appointment of Other Medical Staff to Clinical Education Experiences:

- a. This will be governed by the jointly approved process for recruitment.
- b. After due consultation and consideration of the needs of both Eastern Health and the Faculty of Medicine, and subject to the candidate's willingness to accept, the Medical Advisory Committee will, after review by the Credentials Committee and if satisfied, recommend appointment as is directed by the Medical Staff By-laws of Eastern Health.
- c. The Dean of Medicine will recommend the appointment to the Provost and Vice-President (Academic) of Memorial.

Full-Time, Part-Time Stipendiary and Part-Time Non-Stipendiary Appointments:

The joint appointments of medical staff may be full-time, part-time stipendiary or part-time non-stipendiary. Eastern Health and the Faculty of Medicine, through their respective representatives, will participate in all aspects of the process leading to joint appointment or reappointment.

The parties agree that if a recommendation made pursuant to this article is not accepted by Eastern Health, that candidate will not be appointed by the Faculty of Medicine and if a recommendation made pursuant to this article is not accepted by the Faculty of Medicine, that candidate will not be appointed by Eastern Health, provided that in the event that the parties fail to agree on a candidate an alternate candidate will be recommended in accordance with the procedures set forth in this article.

Program Leadership Teams

For Clinical Programs of Eastern Health in which the Program Clinical Chief is not also the Chair of a related Faculty of Medicine discipline, the discipline Chair, or his/her delegate, will be invited to be a member of the Program Leadership Team to ensure matters affecting the role and mandate of the Medical School are considered in the decision-making process of clinical programs.

Academic Promotions

Memorial University will have sole responsibility for academic promotions.

Remuneration

Subject to confirmation of funding, salary costs for full-time and part-time stipendiary joint appointees will be shared by the Faculty of Medicine and Eastern Health, as hereinafter provided:

(1) Full-Time Joint Appointments:

For full-time Joint appointees, Eastern Health will pay a portion of the salary in accordance with established practice.

(2) Part-Time Stipendiary Joint Appointments:

For part-time stipendiary joint appointees, the Faculty of Medicine and Eastern Health will each pay 50 percent of the stipend recommended by the Discipline Chair, and approved by the Dean of the Faculty of Medicine in consultation with the Eastern Health VP Medical Services and Diagnostics.

(3) Part-Time Non-Stipendiary Joint Appointments:

Part-time non-stipendiary joint appointees are expected to participate in the teaching within the discipline/program to which they are assigned and will not normally be paid a salary but may be remunerated on a sessional basis by the Faculty of Medicine.

(4) Clerical Support:

a. Access to academic and clinical clerical support will be available to full time faculty and the cost will be shared by Eastern Health and the Faculty of Medicine, with terms and conditions subject to joint agreement.

b. Any additional costs associated with clerical personnel, which are to be shared, must be jointly approved by Eastern Health and the Faculty of Medicine.

c. Clerical support is not provided to part-time stipendiary and non-stipendiary appointees unless special circumstances prevail. The cost sharing must be jointly approved by Eastern Health and the Faculty of Medicine.

PROTECTED TIME FOR TEACHING AND RESEARCH

Eastern Health and the Faculty of Medicine agree there is a need to clearly delineate time devoted to clinical versus academic work as part of any agreement for a joint appointment faculty/clinician between the Faculty of Medicine and Eastern Health. Time commitments to clinical versus academic work will be clearly outlined in any service/teaching agreement prior to commencement of their position and will have regular review by the appropriate clinical discipline chair and clinical program chief (s).

PART SIX – JOINT MANAGEMENT COMMITTEE

JOINT MANAGEMENT COMMITTEE

To monitor and coordinate this Affiliation Agreement, there will be ongoing liaison between the Dean of the Faculty of Medicine or his/her delegate and the President/Chief Executive Officer of Eastern Health or his/her delegate. To this end, both organizations have created a Joint Management Committee to ensure an open and

constructive relationship and to provide advice to the President/Chief Executive Officer and Dean.

MANDATE

- a. To arbitrate on any matter related to the interpretation, implementation or monitoring of this Affiliation Agreement;
- b. To foster input into one another's planning activities, seeking congruency as much as possible;
- c. To encourage and explore joint initiatives;
- d. To monitor and direct the provision of shared services;
- e. To ensure the coordination of jointly appointed staff;
- f. To monitor compliance with the Affiliation Agreement;
- g. Other activities as the President/Chief Executive Officer or the Dean may prescribe.

MEMBERSHIP

The Joint Management Committee shall include an equal number of:

Eastern Health Members: President/Chief Executive Officer and the executive member of Eastern Health responsible for medical services and may have an additional member appointed by the President/Chief Executive Officer;

Faculty of Medicine Members: Dean and Vice Dean of the Faculty of Medicine and may have an additional member appointed by the Dean.

The committee shall meet on a semi-annual basis, unless otherwise determined by the President/Chief Executive Officer or the Dean.

As needed, issues arising from this Affiliation Agreement may be referred to the Joint Management Committee for consideration.

Advisory Members: From time to time, the President/Chief Executive Officer or the Dean may invite other members in light of their expertise with respect to the matter being discussed.

NOTIFICATION

Unless otherwise specified in this Agreement, where (i) Eastern Health is required to give notification to or consult with the Faculty of Medicine, communication with the the

Dean of the Faculty of Medicine will meet that requirement; (ii) where the Faculty of Medicine is required to give notification to or consult with Eastern Health, communication with the President/CEO of Eastern Health will meet that requirement.

All notices sent to the other party pursuant to this agreement which are required to be in writing shall be delivered by hand; or by registered mail, postage prepaid, return receipt requested; or by overnight courier; or by FAX to the Office of the Dean, Faculty of Medicine and the Office of the President/CEO of Eastern Health.

All notices shall be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card.

PART SEVEN – TERMS, TERMINATION AND AMENDMENT OF AGREEMENT

TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from April 8, 2013 to April 7, 2018.

The Faculty of Medicine and Eastern Health will commence discussions regarding renewing this Agreement eighteen (18) months before its expiry date.

If, at the end of the term, a new agreement has not been executed and neither party has given 12 months prior written notice of their intention not to renew this Agreement, then this Agreement will survive until such time as either a new agreement is executed or this Agreement is terminated by either party giving the other the required 12 months prior written notice.

This Agreement may be terminated by either party as of January 1 in any year during the term of the Agreement by giving to the other party at least twelve (12) months' prior written notice.

This Agreement may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties by their proper officers.


In witness whereof the corporate name and seal of each of the parties hereto has been affixed in the presence of their duly authorized officers on the day and year written.

**The Corporate Seal of
Memorial University affixed in the presence of:**



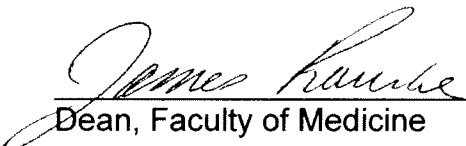
Chairman of the Board of Regents

Date June 20, 2013



President

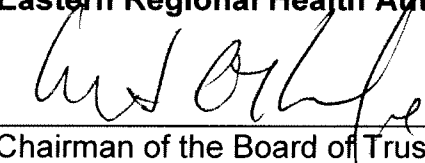
May 6, 2013
Date



Dean, Faculty of Medicine

20 April 2013
Date

**The Corporate Seal of the
Eastern Regional Health Authority affixed in the presence of:**



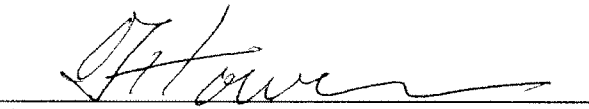
Chairman of the Board of Trustees

Date June 1/2013



President/Chief Executive Officer

Date 30 April 2013



Vice-President, Medical

Date 30 April 2013