

AFFILIATION AGREEMENT

Between
Horizon Health Network
&
Memorial University of Newfoundland as represented by
the Faculty of Medicine (Faculty of Medicine)



Faculty of Medicine



April 6, 2013

INTRODUCTION

Horizon Health Network 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 Horizon Health, 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;

Horizon 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 Horizon 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

The objectives set forth above can best be achieved by a close and harmonious relationship between Horizon 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 Horizon Health and Faculty of Medicine.

BASIS FOR AFFILIATION

The Faculty of Medicine and Horizon Health have a mutual interest in the enhancement of education of health professionals, research and evidence-based practice. The Faculty of Medicine and Horizon 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.

Horizon Health Network 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 Horizon Health within available resources;

A recognition by the Board of Directors of Horizon Health that the presence of the Faculty of Medicine in Horizon 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 Horizon Health.

Because of its mission and facilities, Horizon 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 Horizon Health as appropriate.

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

Both Faculty of Medicine and Horizon 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 Horizon Health for academic freedom, all faculty remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and Horizon 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 Horizon 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 Horizon 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 New Brunswick, holding a professional staff appointment at Horizon 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. *Horizon Health*** means the Horizon Health Network.
- 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.

Interpretation

Subject to the terms of this agreement, the Faculty of Medicine and Horizon Health have the sole authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic 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 Horizon 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 HORIZON HEALTH AND ACCREDITATION STANDARDS

Horizon Health agrees that the Faculty of Medicine is bound by the following 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 New Brunswick
- 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 Horizon Health 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 Horizon Health of those changes.

If a proposed new Memorial University or Faculty of Medicine policy, procedure or guideline affects Horizon Health obligations Memorial University or Faculty of Medicine will work collaboratively with Horizon Health with the goal of obtaining Horizon Health's agreement to be bound by the proposed policy, procedure or guideline.

Faculty of Medicine and Horizon 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 and New Brunswick. It consists of established Principles that both organizations commit to supporting.

PRIVACY/CONFIDENTIALITY

Horizon 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, Horizon 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.

In the event of a breach of privacy/confidentiality by a staff/faculty member of Memorial University, Horizon Health reserves the right to limit/restrict the access/involvement of the staff/faculty member in the operations of Horizon 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 Horizon 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 prior to any change being implemented. This consultation shall occur on a day-to-day basis, as needed, between appropriate officials of the Faculty of Medicine and Horizon 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 Memorial University Faculty of Medicine management, faculty, staff and Learners.

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

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.

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, Horizon 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 Assistant Dean, New Brunswick and the Medical Education Coordinator, Horizon Health, or Joint Management Committee for resolution

PART THREE - TEACHING

Horizon 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. Horizon Health recognizes Memorial University's ultimate authority to make decisions about its educational programs.

Memorial University acknowledges the importance of the use of Horizon Health premises and access to Horizon Health's client populations for clinical teaching, and therefore will involve Horizon 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 Horizon Health share responsibility for creating an environment conducive to learning at Horizon Health that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Learners.

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

PLACEMENT OF LEARNERS

Horizon Health shall permit Learners from Memorial, including visiting Learners, into appropriate clinical or other service areas for the purpose of receiving instruction and subject to the capacity of Horizon Health to accommodate Learners and any other reasonable limitations that may be imposed. Such Learners shall be subject to any and all policies and regulations of Memorial University and Horizon Health.

For periods of time agreed to by and Faculty of Medicine and Horizon Health, Learners enrolled in the Faculty of Medicine will be permitted to take instruction and gain clinical and/or practical experience in Horizon Health, in accordance with the curriculum plan for each clinical program and within Horizon 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 Horizon Health, and will advise Learners that they must comply with all such policies, procedures, mission, rules and governing legislation. The Faculty of Medicine and Horizon 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 Horizon Health policies and procedures.

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

TERMINATION OF LEARNER PLACEMENT FOR UNACCEPTABLE BEHAVIOUR

The Faculty of Medicine recognizes the right of Horizon Health, after consultation with the appropriate Assistant Dean, New Brunswick, to terminate the placement in Horizon Health of an individual Learner, if the Learner's behaviour or activities are considered by Horizon 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 Horizon Health determines that a Learner's behaviour or activity is placing patient or staff safety at risk, or unreasonably interferes with the operation of Horizon Health site's programs or services, Horizon Health may remove the Learner from an Horizon Health site immediately and, after contacting the Dean or Assistant Dean, New Brunswick, 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 Horizon 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

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

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

SAFETY OF MEDICAL EDUCATION LEARNERS

Horizon 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, Horizon 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 Horizon 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

Horizon Health will provide such facilities for Learners and clinical teachers, as are agreed to by Horizon Health and the Faculty of Medicine.

The Faculty of Medicine and Horizon Health will, within reason and as negotiated in subsequent memoranda of understanding, 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 Horizon 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

Horizon Health will notify the Dean of the Faculty of Medicine or her/his delegate(s) of any proposed change in Horizon Health's strategic plans that would materially affect the teaching obligations of Horizon Health as set out in this agreement.

In supporting Horizon Health in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that Horizon Health is ultimately responsible for all healthcare delivery and patient care that occurs on Horizon Health premises or under Horizon Health's jurisdiction. The Faculty of Medicine will support Horizon 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 Horizon 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.

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.

Horizon 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 Horizon 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)

The Assistant Dean, New Brunswick, in consultation with the Medical Education Coordinator in Horizon 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.

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 Horizon 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

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

MEMBERSHIP

The Joint Management Committee shall include an equal number of:

Horizon Health Members: President/Chief Executive Officer and the Vice President, Medical Affairs;

Faculty of Medicine Members: Dean and Vice Dean of the Faculty of Medicine;

The committee shall meet on an 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 Horizon Health is required to give notification to or consult with the Faculty of Medicine, communication with the President/CEO of Horizon Health or the Dean of the Faculty of Medicine 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 Horizon 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 & 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 Horizon Health Network 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 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:**

Luigi Petten
Chairman of the Board of Regents

20 Jan 2014
Date

Dr. Kachandhi
President

17 Jan 2014
Date

James Kowke
Dean, Faculty of Medicine

16 Jan 2014
Date

**The Corporate Seal of
Horizon Health Network affixed in the presence of:**

W.M.P.
Chairman of the Board of Trustees

13-FEB-2014
Date

[Signature]
President/Chief Executive Officer

23-Jan-2014
Date

[Signature]
Vice-President, Medical

20 JAN 23
Date