

AFFILIATION AGREEMENT

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



Faculty of Medicine



April 8, 2013

PREAMBLE

The Western Regional Health Authority (Western 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 AND 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 Western 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;

Western 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 Western 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

Western 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 Western 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 Western Health and Faculty of Medicine.

BASIS FOR AFFILIATION

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

Western 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 Western Health within available resources;

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

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

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

Both Faculty of Medicine and Western 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 Western Health for academic freedom, all faculty remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and Western Health's relevant policies or by-laws.

Therefore it is the purpose of this Affiliation Agreement to provide a foundation upon which Faculty of Medicine and Western 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 Western 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 Western 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.** Western Health means the Western 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 Western Health.

Interpretation

Subject to the terms of this agreement, the Faculty of Medicine and Western 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 Western 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 THE WESTERN REGIONAL HEALTH AUTHORITY AND ACCREDITATION STANDARDS

Western 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 Western 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 Western Health of those changes.

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

Faculty of Medicine and Western 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

Western 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 of Memorial University, Western 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 Western Health and Memorial University sees staff/faculty of Memorial University embedded into the operations of Western 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, Western Health reserves the right to limit/restrict the access/involvement of the staff/faculty member in the operations of Western 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 Western 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 Western Health and via the Joint Management Committee as outlined in this agreement.

INSURANCE

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 the Western Health to ensure the contents of this Affiliation Agreement are communicated to Western 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 Memorial University 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, Western 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 and department 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

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

Memorial University acknowledges the importance of the use of Western Health premises and access to Western Health's client populations for clinical teaching, and therefore will involve Western 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 Western Health share responsibility for creating an environment conducive to learning at Western 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 Western Health in relevant disciplines. This information will be communicated to the appropriate individuals in Western Health in a timely manner.

PLACEMENT OF LEARNERS

Western 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 Western Health.

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

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

TERMINATION OF LEARNER PLACEMENT FOR UNACCEPTABLE BEHAVIOUR

Memorial University recognizes the right of Western Health, after consultation with the appropriate educational leader of the Faculty of Medicine, to terminate the placement in Western Health of an individual Learner, if the Learner's behavior or activities are considered by Western 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 Western Health determines that a Learner's behavior or activity is placing patient or staff safety at risk, or unreasonably interferes with the operation of Western Health site's programs or services, Western Health may remove the Learner from an Western 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 Western Health and the Faculty of Medicine to communicate with appropriate parties the Learners and their assigned faculty while they are in a clinical educational setting.

AVAILABILITY OF PATIENTS FOR TEACHING

Western 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 Western Health staff for clinical reasons.

Western Health will use its best efforts to provide the necessary mix of patients to meet the educational needs of Learners placed in Western Health sites. In exceptional circumstances if Western 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

Western 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, Western 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 Western 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

Western Health will provide such facilities for Learners and clinical teachers, as are agreed to by Western Health and the Faculty of Medicine. The sharing of infrastructure expenses between Memorial University and Western Health will be negotiated in good faith through letters of agreement between Western Health and the 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 Western 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 Western Health are committed to upholding human rights and shall comply with all relevant laws and regulations including the Charter of Rights and Freedoms 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 prohibited 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 prohibited 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

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

In supporting Western Health in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that Western Health is ultimately responsible for all healthcare delivery and patient care that

occurs on the Western Health premises or under Western Health's jurisdiction. Nevertheless, Western 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 will invite Faculty of Medicine input and participation in the planning of clinical programs that involve learners. Memorial University will support Western 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 Western Health. The Faculty of Medicine will support Western 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 Western 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, Memorial University 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.

Western 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 Western 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 Medical Leader in Western 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 Western 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:

Western Health Members: President/Chief Executive Officer and the executive member of the Western Regional Health Authority responsible for medical services;

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

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 Western Health is required to give notification to or consult with the Faculty of Medicine, communication with the President/CEO of Western 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 certified or 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 Western 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 Western 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 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.

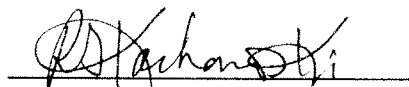
This Agreement may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties by their proper officers.

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.

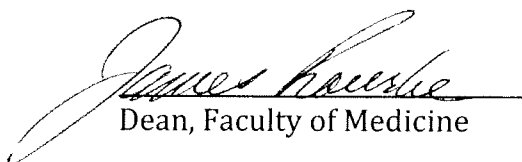
**The Corporate Seal of
Memorial University affixed in the presence of:**


Chairman of the Board of Regents

Oct 7, 2013
Date


President

Sept 20, 2013
Date

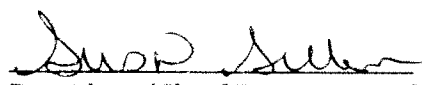

Dean, Faculty of Medicine

23 May 2013
Date

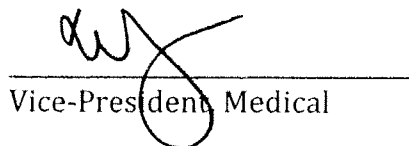
**The Corporate Seal of
The Western Regional Health Authority affixed in the presence of:**


Chairman of the Board of Trustees

June 3, 2013
Date


President/Chief Executive Officer

June 10, 2013
Date


Vice-President, Medical

June 3, 2013
Date