

## STUDENT PLACEMENT AGREEMENT – HEALTH SCIENCES

This Placement Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

### **THE GOVERNORS OF THE UNIVERSITY OF ALBERTA**

As represented by the Faculty of Pharmacy and Pharmaceutical Studies  
3-171 Edmonton Clinic Health Academy  
11405 – 87 Avenue  
Edmonton, AB T6G 1C9  
Phone (780) 492-9969  
Fax: (780) 492-1217

(the “Educator”)

And

### **HEALTH AUTHORITY OR AGENCY**

Address  
City and postal code  
Contact number and fax

(The “Health Care Provider”)

WHEREAS:

- A. The Educator requires, as a part of its educational health care programs, educational experience placements for its students;
- B. The Health Care Provider operates one or more facilities or programs at or through which the educational experience placements provided for in this Agreement may be able to be provided, the phrase “placed with the Health Care Provider” when used in this Agreement including both a placement at such facility or a placement in such a program;
- C. The Educator and Health Care Provider have entered into this Agreement in order to provide students from an accredited educational program with the necessary clinical education placement experience to meet the educational requirements of the educational program.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, each of the parties covenants and agrees with the other as follows:

## 1 EDUCATOR RESPONSIBILITIES

The Educator commits or acknowledges, as the case may be, to the Health Care Provider:

- 1.1 **Validly registered and qualified.** Each of its students placed with the Health Care Provider will be a validly registered student of the educational institution and each of its designated placement instructors associated with any program of, or located in or placed at any facility of the Health Care Provider, will be a properly qualified instructor employed or designated by the Educator, as represented by the Health Faculty effecting the placement.
- 1.2 **Health standards.** To the knowledge of the Educator, after having made reasonable inquiries, each of its students placed with the Health Care Provider and each of its designated placement instructors referred to in Section 1.1 will satisfy the requirements for health standards of staff of the Health Care Provider communicated to the Educator in accordance with Section 2.2.
- 1.3 **Health science faculties.** This Agreement relates only to placements made by the faculties of the Educator designated by the Educator from time to time (the “Health Faculties”), being at the date at which this Agreement is made those faculties listed on page 1.
- 1.4 **Scope of placements.** Placements at any facility of the Health Care Provider will be subject in each case to the specific prior agreement of the Health Care Provider and the Educator, as represented by the Health Faculty effecting the placement, as to:
  - the number of students and instructors to be involved,
  - the term of the placement,

- the resources, if any, to be committed by the Health Care Provider, and
- the schedule of activities insofar as, and to the extent, the Health Care Provider or its personnel are involved.

1.5 **Control of facilities and uses.** The Health Care Provider will have complete control of its facilities and resources at all times. The Educator acknowledges that while the Health Care Provider participates in the education of students of the Health Faculties, the delivery of health care services is the Health Care Provider's primary and overriding responsibility.

1.6 **Other institutions.** The Health Care Provider may accept placements of students of other institutions and the Educator is not by this Agreement acquiring any specific or exclusive rights relative to of the placement of students with the Health Care Provider.

1.7 **Use of facilities.** Insofar as placements made by the Educator with the Health Care Provider, the Educator will:

- use reasonable efforts to require its students placed with the Health Care Provider and its instructors referred to in Section 1.1 to comply with the policies, by-laws, rules, procedures and other requirements of the Health Care Provider referred to in Section 2.2;
- designate a representative who will be available to respond to inquiries or concerns, and when reasonably required meet with designates, of the Health Care Provider with respect to a placement program;
- ensure that its instructors referred to in Section 1.1 are familiar with the Health Care Provider's clinical facilities and unit practices, and the policies, by-laws, rules, procedures and other requirements of the Health Care Provider referred to in Section 2.2 prior to the commencement of each placement program;
- ensure that its students to be placed with the Health Care Provider are provided with a copy of the health standards provided by the Health Care Provider pursuant to Section 2.2;

- coordinate with the Health Care Provider's staff relative to the orientation of such students and instructors;
- enable the Health Care Provider to participate in the evaluation of the placement program.

1.8 **Curriculum.** The Educator will be solely responsible for the curriculum of studies applicable to placements pursuant to this Agreement and will advise the Health Care Provider of the curriculum requirements and objectives of each placement. Other than for placements agreed upon pursuant to Section 1.4, the Health Care Provider will not be obligated to provide placements called for by the curriculum or to ensure that curriculum can be completed.

1.9 **Workers' Compensation Board.** The Educator is responsible for payment of any and all Alberta Workers' Compensation Board premiums affording coverage for any students and instructors who are a part of a placement pursuant to this Agreement.

## 2 HEALTH CARE PROVIDER RESPONSIBILITIES

Subject always to the limitations in this Agreement the Health Care Provider will use reasonable efforts to make its facilities available to the Educator for placements for students of the Educator of a standard and kind required by the Educator. To that end the Health Care Provider commits or acknowledges, as the case may be, that:

2.1 **Orientation.** The Health Care Provider will provide appropriate orientation at the beginning of each placement.

2.2 **Policies and standards.** The Health Care Provider will advise the Educator of all applicable health standards for persons placed with it and will make available copies of any by-laws, policies, rules, procedures and requirements applicable to the Educator, its students and instructors of the Educator relative to the placements contemplated by this Agreement.

- 2.3 **Space.** The Health Care Provider will provide in each program, to the extent specifically committed as contemplated in Section 1.4, office, classroom, parking, conference and library facilities and suitable changing facilities for the Educator's instructors and students.
- 2.4 **Cafeteria.** The Educator's instructors and students will have access to the staff cafeteria, if available, at the facilities and will be charged for food and beverages in the cafeterias of the facilities at rates not to exceed regular staff rates.
- 2.5 **Equipment.** The Health Care Provider will provide for the Educator's instructors and students, in each program to the extent specifically committed as contemplated in Section 1.4, supplies and equipment for the provision of services within the facilities of the Health Care Provider.
- 2.6 **Clinical areas.** Where reasonably required as a part of a placement and to the extent specifically committed as contemplated in Section 1.4 the Health Care Provider will permit access to clinical areas for the Educator's students and instructors for instruction purposes or for the instructor's orientation and professional development.
- 2.7 **Supervision and evaluation of students.** Where required as a part of a placement and to the extent specifically committed as contemplated in Section 1.4, the Health Care Provider will provide supervision of an educational experience placement through qualified personnel of the Health Care Provider and its evaluation, completed in accordance with communicated guidelines from the Educator, of the experience of each student so placed.

### 3 MUTUAL AGREEMENTS

The parties mutually agree as follows:

- 3.1 **Not employees.** At all times, students and instructors of the Educator will remain the students and instructors of the Educator and, by virtue of their placement with the Health Care Provider or participation hereunder, are not being employed or engaged by the Health Care Provider nor should they be regarded by the Health Care Provider as replacements for the Health Care Provider's staff.
- 3.2 **Placement arrangements.** This Agreement applies to all placements arranged between a Health Faculty and the Health Care Provider. The Dean of a Health Faculty may designate one or more persons, from time to time, to coordinate placements for that Health Faculty pursuant to this Agreement and will advise the Health Care Provider of any such designation.
- 3.3 **Cancellation of individual placements or programs.** This Agreement does not compel either the Educator or the Health Care Provider to enter into any particular arrangement for a placement. If an arrangement for placement is entered into pursuant to Sections 1 and 2, either party may, not later than sixty (60) days prior to the commencement of such placement, as a result of a change in its circumstances, give notice to the other canceling such placement. Where any placement has commenced, or will commence within sixty (60) days, each party is required to use reasonable efforts to ensure that the placement is completed in accordance with its terms. If, notwithstanding its utilization of reasonable efforts, either party considers it necessary as a result of a change in its circumstances to cancel a placement which has commenced or will commence within sixty (60) days, it will so advise the other and will cooperate with the other in minimizing the impact to the other of such cancellation.
- 3.4 **Placement termination for non-compliance.** The students and instructors of the Educator will, as condition of placement pursuant to this Agreement be required to comply with the Health Care Provider's by-laws, policies, rules, procedures or other requirements referred to in Section 2.2 or otherwise communicated to that student or instructor, including provision to the Health Care Provider, if required, of proof of compliance with applicable health standards, and the Health Care Provider may refuse

placement or require termination of placement with the Health Care Provider of any student or instructor, who so fails to so comply. Where termination of placement is required by the Health Care Provider, that termination will not be effected without notice to and consultation with the Educator unless the failure jeopardizes the Health Care Provider's facilities or equipment or the safety or security of its staff, patients or members of the public invited or permitted to be on its premises; in such event the Health Care Provider may immediately bar access.

- 3.5 **Independent parties.** Neither the Health Care Provider nor the Educator will represent itself, its courses or programs as being approved by the other or as being a partner or agent of the other.
- 3.6 **Confidentiality.** Except to the extent required by law or order of a court of competent jurisdiction, each of the Educator and the Health Care Provider will use reasonable efforts to keep in confidence and comply with statutory requirements relating to, and to cause its members, officers, employees, servants, agents, instructors, students, physicians and residents to keep in confidence and comply with statutory requirements relating to information pertaining to the other, its staff or patients which comes to their knowledge as a result of the arrangement contained in this Agreement. The Health Care Provider is subject to obligations under the Health Information Act (Alberta) and those obligations will be reflected in the by-laws, policies, rules, procedures and requirements referred to in Section 2.2. One or both of the parties are subject to the provisions of the Freedom of Information and Protection of Privacy Act (Alberta).
- 3.7 **Termination of further placement obligations.** This agreement will commence on [REDACTED] and shall continue for a period of 5 year(s) to [REDACTED]. The parties may agree, in writing, to renew this agreement for further periods of one or more years/month(s).

Either the Educator and the Health Care Provider may, upon a minimum of three months written notice to the other, terminate all further obligations of each to the other in relation

to proposing or accepting placements pursuant to this Agreement, such termination not to affect obligations in relation to placements which have either been completed or commenced prior to the effective date of such termination.

3.8 **Notice.** All notices will be in writing addressed to the intended recipient at its address on page 1 (or such other address as may be notified from time to time).

3.9 **Amendment.** This Agreement may be amended in writing by the contact persons of each party identified in Section 3.10. Arrangements entered into pursuant to Section 1.4 may be amended in writing by the persons making those arrangements.

3.10 **Contact person.** The contact person at the Health Care Provider for administration of this Agreement is \_\_\_\_\_ (or such other person notified by the Health Care Provider) and the contact person at the Educator is the Program Administrator, Experiential Education, 780-492-9969(or such other person notified by the Educator).

3.11 **Insurance.** Each of the Health Care Provider and the Educator will maintain public liability and malpractice insurance covering their members, officers, employees, servants, agents, instructors, students, physicians, and residents in a minimum amount of Five Million Dollars to protect it from any claims for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrong-doing of the party so insured, or its respective member, officers, employees, servants, agents, instructors, students, physicians and residents. On request each will deliver to the other a certificate from its insurer confirming the foregoing coverage.

3.12 **Indemnity.** Each of the Health Care Provider and the Educator will indemnify and save harmless the other from and against all liability including, but not limited to, claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, incurred, sustained, brought, prosecuted, or threatened to be brought or prosecuted that are based upon, occasioned by or arising on the part of the indemnifying party, its

members, officers, employees, instructors, students, physicians or residents arising out of this Agreement.

3.13 **Supplemental terms.** This Agreement includes any Supplemental Terms and Conditions attached as Schedule B and those supplemental terms and conditions take precedence over any conflicting terms and conditions contained in the body of this Agreement.

3.14 **Whole agreement.** This Agreement is the whole agreement between the parties and supersedes and replaces any previous agreement or agreements relating to Health Sciences Faculties placements at facilities of the Health Care Provider.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE GOVERNORS OF THE UNIVERSITY OF ALBERTA**

**As Represented by the Faculty of  
Pharmacy  
and Pharmaceutical Sciences**

**Per:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Dr. Neal Davies  
Professor and Dean  
Faculty of Pharmacy and Pharmaceutical Sciences**

**NAME OF HEALTH AUTHORITY OR AGENCY**

**Per:** \_\_\_\_\_

**Date**

**Signed; Representative/signing authority**

**Schedule A**

**Policies and Standards (Per clause 2.2)**

The Health Care Provider requires the following (please list any relevant policies and standards):

**THE GOVERNORS OF THE UNIVERSITY OF ALBERTA**

**As Represented by the Faculty of  
Pharmacy  
and Pharmaceutical Sciences**

**Per:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Dr. Neal Davies  
Professor and Dean  
Faculty of Pharmacy and Pharmaceutical Sciences**

**NAME OF HEALTH AUTHORITY OR AGENCY**

**Per:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signed; Representative/signing authority**